#  Request for PROPOSALS

### Introduction

Tetra Tech DPK (Tetra Tech) is implementing the Justice Sector Support Program (JSSP) Afghanistan funded by the U. S. Department of State, Bureau of International Narcotics and Law Enforcement Affairs. Tetra Tech utilizes international and Afghan advisors to train and build capacity for Afghan officials within the Ministry of Justice, Attorney General’s Office, Supreme Court, Ministry of Women’s Affairs, and other justice sector organizations. The Case Management System (CMS) is one of the three components of JSSP. CMS is an online database developed with Afghan government institutions designed to track criminal and civil cases. Criminal cases are tracked from arrest through release from prison. The system is a critical tool in improving the tracking, transparency, and management of cases across the legal system, deterring corruption at every point in the legal case progression, holding government entities accountable, and protecting the rights of individuals in the criminal and civil justice systems. Through this Request for Proposals (RFP), Tetra Tech seeks to purchase material supplies for approximately 554 CMS sites located in all 34 provinces of Afghanistan as outlined in Annex 1, Scope of Work (SOW).

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### Proposal Format

In order for Tetra Tech to conduct the most efficient proposal evaluation, Offerors are required to include the following information in their proposals as described below:

Cover letter signed by an authorized representative of the offeror (see Annex 2 for template).

The offeror’s cover letter shall include the following information:

1. Name of the organization’s representative
2. Name of the company or organization
3. Type of company or organization
4. Taxpayer Identification Number
5. Joint Contracting Contingency System (JCCS) Number
6. DUNS Number (guidance on obtaining a DUNS Number is included in Annex 5)
7. Full Names of members of the Board of Directors and Legal Representative
8. Address
9. Telephone
10. E-mail address
11. Other required documents that shall be included as attachments to the cover letter:
	1. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
	2. Copy of company tax registration, or equivalent document.
	3. Evidence of Responsibility Statement as provided in Annex 6, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the SOW, or the ability to obtain such resources.
12. Technical Proposal as per the requirements of Annex 1, Scope of Work and Annex 3, Technical Proposal.
13. Cost Proposal (see Annex 4 for example format).

### Submission of Proposals & Closing Time

Please submit proposals to the JSSP Procurement Team atbids@jsspaf.com**.**

Proposals are due by 5:00 pm Kabul, Afghanistan time on May 27, 2019.

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### RFP Schedule

* RFP Distribution..................................………….............. May 15, 2019
* Closing Date and Time for Questions regarding RFP…… May 20, 2019
* Date for Responses to Questions………………………… May 21, 2019\*
* Deadline for Submission of Proposals.……………….… May 27, 2019
* Proposals Evaluation …………………………….……… May 28, 2019\*\*

\**JSSP reserves the right to adjust and/or extend question response time as necessary*

\*\* *JSSP reserves the right to adjust and/or extend evaluation period as necessary*

### Type of Contract

Tetra Tech reserves the right to award one or more Basic Ordering Agreement(s) as a result of this solicitation. The agreements(s) will contain standard contract terms and conditions that will be provided to the Offeror prior to agreement negotiation. Tetra Tech may undertake at its sole discretion, negotiations with Offerors whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work.

***NOTE: this solicitation is not for a one time bulk delivery.***

***At this time, specific quantities to be purchased under any BOA resulting from this RFP are unknown. Specific quantities will depend on the needs of Tetra Tech JSSP and will be requested in incremental amounts on an as needed basis over a period of several months (through August 27, 2019) by Tetra Tech JSSP. Individual purchase orders will be issued under the BOA, as the need arises for additional items.***

***The estimated quantities of materials as provided in Annex 3 are estimates only. Tetra Tech JSSP reserves the right to order significantly more or less than the estimated quantities.***

### Technical Specifications and Guidelines

Offerors shall comply with the specifications listed in Annex 1 and 3 and the following terms:

## **Offers/Quotations**

Prices must be quoted in USD and must remain valid for one hundred and twenty (120) calendar days from the proposal submission deadline. Prices from Offerors must not include any sales tax. Please refer to F.4 for more information on contract tax withholding.

## **Terms of Payment**

Payment will be made based on agreed payment schedule defined in the contract, pending final approval of Tetra Tech agreed upon deliverables stated in the Basic Ordering Agreement.

Timely delivery/performance is essential to the satisfactory completion of the required supplies/services. Failure of the winning Offeror to provide the materials/services within the required delivery/performance dates (for reasons other than a “Force Majeure”) may result in assessment of a delay penalty as agreed in the Basic Ordering Agreement.

1. **Source/Nationality**

Goods and services cannot be transported through, originate or include parts or materials from any of the countries with which the US is prohibited from contracting for supplies and services, as defined by US government regulations.

The JSSP Prime Contract Incorporates 22 CFR 228 and we are currently operating under the assumption that a 937 presumptive Geographic Code applies. The 937 Geographic Code is defined as the United States, the cooperating country, and developing countries other than advanced developing countries, excluding prohibited sources.

1. **Custom Duties and Contract Tax Withholdings**

Offerors should clearly identify any customs duties separately from the price of the components if necessary.

Tetra Tech will withhold the applicable contract withholding tax from payment(s) at the prescribed rates consistent with the laws of the Government of Afghanistan.

## **Documentation**

Quoted prices should include all operation and maintenance manuals, drawings, and certification documents.

## **Language**

This solicitation and all resulting contracts will be awarded in English and shall prevail for interpretive purposes.

1. **New Material Requirement**

In accordance with Federal Acquisition Regulation (FAR) 52.211-5 “Material Requirements” all equipment provided under the contract awarded as a result of this RFP will be composed of previously unused components.

1. **Commercial Government Entity Restriction**

In compliance with U.S. Government regulation 22 CFR 228.13, firms operated as commercial companies or other organizations or enterprises (including non-profit organizations) in which the Government of the Islamic Republic of Afghanistan or its agents or agencies have a controlling interest are not eligible to present their proposal for this subcontract.

Government ministries or agencies of Afghanistan, including those at the regional and local levels, and government educational institutions and other technical entities of Afghanistan not formed primarily for commercial or business purposes, are eligible to present their proposal for this subcontract.

### Required Registrations and Licenses

Failure to have an active and completed registration in any of the following databases or possessing any required licenses may make an offeror ineligible for award and removed from competition. A successful offeror with incomplete or expired registrations at the time of award may not be eligible for a contract. In such cases, Tetra Tech will make the award to the next successful offeror who is eligible for award.

1. Joint Contingency Contracting System (JCCS): <https://www.jccs.gov/>
2. Afghanistan Ministry of Industry and Commerce License: <http://moci.gov.af/en/>
3. DUNS Number (Guidance on obtaining a DUNS number is included in Annex 5)

### Solicitation Guidelines and Conditions

The award will be made to a responsible offeror whose offer follows the RFP instructions, meets the eligibility requirements, and is determined via a trade-off analysis to be the best value based on application of the evaluation criteria listed in H.2 below. The relative importance of each individual criterion is indicated by the number of points shown in H.2 below.

## **Price Evaluation**

Tetra Tech intends to award one or more Basic Ordering Agreements(s) resulting from this solicitation to the responsible Offeror(s) whose proposal will be most advantageous, price and other factors considered. Therefore, the Offeror’s initial offer should contain the best terms from a price and technical standpoint. If determined to be necessary, Tetra Tech reserves the right to conduct discussions with the Offeror. Tetra Tech reserves the right to reject any or all proposals if such action is in the interest of Tetra Tech; accept other than the lowest offer; and waive informalities and minor irregularities in offers/quotes received. Tetra Tech will not be liable under any circumstances for any expenses incurred by any bidder in connection with the selection process.

##  **Proposal Evaluation**

The following evaluation criteria will be utilized to evaluate the proposals by an internal evaluation team from Tetra Tech at the Justice Sector Support Program:

|  |  |
| --- | --- |
| ***Technical Evaluation*** | **Maximum Points** |
| **Part 1: Technical Quality and Warranty** |
| This section should clearly demonstrate that the materials proposed by the Offeror meet all the specifications outlined in Annex 1, Scope of Work (SOW). This section should also indicate warranties provided by the Offeror for materials (e.g. material or workmanship defect replacement). This section should be described in sufficient detail to permit Tetra Tech to evaluate the supply quality fairly and with a minimum of possible misinterpretation. | 20 Points |
| **Part 2: Order Supply Time and Storage Capacity** |
| This section will assess the efficiency with which Offeror is able to supply the required materials from the time an order is placed and should include equipment stocking and restocking plans, and types and quantity of equipment on hand. This section will also assess Offeror’s ability to securely store ordered materials in a location provided by the vendor in Kabul, Afghanistan for the length of the Basic Ordering Agreement Period of Performance (up to August 27, 2019), following arrival of ordered materials at the location identified by the successful vendor, where materials will be inspected and approved by Tetra Tech JSSP personnel. Offeror should provide detailed information regarding capacity to store up to the total estimated quantity of materials as specified in Annex 3, and specific security measures to be implemented to ensure that no materials are lost, stolen, or damaged.  | 20 Points  |
| **Part 3: Corporate Capabilities, Experience and Past Performance** |
| Corporate Capabilities – Provide a brief description of your company and how long your company has been in business. Include client list/client reference letters. Past Performance: Offerors shall provide at least three (3) client references for providing and storing bulk orders of material supplies and include any warranty services. The information supplied must include the following: * + the name, address, contact person, and current phone number of the organization for which services were performed;
	+ a brief description of the work performed;
	+ the duration (including the dates) of the work and amount (specify the currency) of the contracts/subcontracts.
 | 20 Points |
| ***Price Evaluation*** | **Maximum Points** |
| Companies are requested to submit their best and final offer price. Cost will be evaluated to determine best value for the required services. | 40 Points |

***Note: Only those proposals scoring 40 points or more on the technical evaluation will be eligible for the financial evaluation***

### ANNEXES:

Annex 1 - Scope of Work

Annex 2 - Cover Letter Format

Annex 3 - Technical Proposal Format

Annex 4 - Cost Proposal Format

Annex 5 - DUNS Registration Guidance

Annex 6 – Evidence of Responsibility Statement

### Annex 1 – Scope of Work

**The Purchase and Storage of Supplies Required for CMS Offices**

**Tetra Tech JSSP – Kabul, Afghanistan**

**SCOPE OF WORK (SOW)**

 **BACKGROUND**

Tetra Tech JSSP provides technical assistance and support to the Government of the Islamic Republic of Afghanistan’s Case Management System (CMS). CMS is an online application developed with Afghan government institutions, designed to track criminal and civil cases. Criminal cases are tracked from arrest through release from prison. It is intended to harmonize and interlink justice institutions to effectively perform their functions and resolve cases in a transparent and legally sufficient manner. The system is a critical tool in improving the tracking, transparency, and management of cases across the legal system, deterring corruption at every point in the legal case progression, holding government entities accountable, and protecting the rights of individuals in the criminal and civil justice systems. The CMS network currently operates at 554 sites in all 34 provinces of Afghanistan. The maintenance of CMS requires the technical and material supplies necessary to maintain the system including, but not limited to, the timely resupply of consumables (toner, printer cartridges, paper and office supplies) to each office of the Case Management System.

**OBJECTIVE**

The objective of this procurement is the timely purchase and temporary secure storage of consumables in order to replace and resupply materials, as described specifically in Annex 3, in the manufacturer’s original packaging and in an unaltered state.

**PURPOSE**

The purpose of this SOW is to establish the requirements needed to provide new consumables to all Tetra Tech JSSP CMS supported sites in Afghanistan. This award shall be in the form of a Basic Ordering Agreement(s) to the selected vendor in support of Tetra Tech’s JSSP operations.

**AREAS OF RESPONSIBILITIES**

The successful vendor will ensure all requirements of the SOW will be completed to Tetra Tech JSSP’s specifications. The successful vendor will provide consumables as specified in Annex 3 in the manufacturer’s original packaging and in an unaltered state within thirty (30) days of the release of the Purchase Order issued by Tetra Tech JSSP to a location secured by the successful vendor in Kabul, Afghanistan accessible for inspection and approval by Tetra Tech JSSP. The successful vendor will ensure all materials clear customs and be available for inspection within the thirty (30) day requirement. The successful vendor agrees to replace any and all material that fails Tetra Tech JSSP’s inspection within ten (10) days of failure. The successful vendor will be responsible for the safe and secure care, custody and control of all material from the moment of procurement until completion of delivery to Tetra Tech JSSP.

1. **Scope**
	1. The successful vendor shall be responsible for procuring all necessary material as well as for management of customs clearance and in-country transportation to secure storage location provided by vendor in Kabul, Afghanistan.
	2. The successful vendor shall be responsible for all license acquisition and any other government approvals and legal requirements.
	3. The vendor’s solution must include the procurement of all material specified in Annex 3. The procurement must be of new material in the manufacturer’s original packaging and be in an unaltered state from the moment of purchase through the period of storage and ultimate receipt by Tetra Tech JSSP. Counterfeit, refurbished, rebuilt, reconstituted, damaged, altered, beyond the expiration date if applicable, and/or any other designation that denotes a state other than newly manufactured by a legitimate manufacturer and fully functional materials will not be accepted at inspection and the vendor will have ten (10) days to cure any detected failure of this requirement, or be deemed to be in default of this agreement.
	4. The vendor’s solution must include the storage of all material in a location that is secure and protected from the environment, including but not limited to rain and snow, in Kabul, Afghanistan that is accessible by Tetra Tech JSSP staff for inspection and verification of compliance of the requirements contained within this document. The vendor’s proposal must include an address for, or directions to, this location and photographs of this location along with a description of the security provided to this location. The actual storage of the material must be in same location as that contained in the proposal, unless an agreement for an alternative is approved by Tetra Tech JSSP. Failure to comply with this requirement will constitute a breach of the agreement.
	5. The vendor’s solution must include an agreement to allow Tetra Tech JSSP personnel access to inspect all the material procured pursuant to this Request for Proposals at the vendor’s location and Tetra Tech JSSP’s right to reject any material that does not meet the requirements of this document. The agreement shall allow Tetra Tech JSSP to record, mark, or otherwise identify specific material that has been approved using a method that ensures the material remains unaltered during storage periods.
	6. The vendor’s solution must include a method to replace any rejected material with material that is compliant with the requirements of this document within ten (10) days of rejection.
	7. The vendor’s solution must include a method to package and/or organize the material in a manner in the vendor’s storage location that ensures specific material designated for specific sites are grouped together and delivered to Tetra Tech JSSP undamaged.
	8. The vendor’s solution must include, as applicable, the transport of material in vehicles containing cargo areas that can be secured against theft or loss and protect the material from the environment, including, but not limited to rain and snow. The vendor’s proposal must include photographs of the type of vehicles, if any, that will be used for transport and of materials to the secure storage location. The actual transport of material must be in the same type of vehicles as contained in the vendor’s proposal, unless an agreement for an alternative is approved by Tetra Tech JSSP on a case by case basis. Failure to comply with this requirement will constitute a breach of the agreement.
	9. The vendor’s solution must contain, as applicable, a method to ensure the same material which was approved by Tetra Tech JSSP at the secure storage location arrives at the designated site as described in Annex 3 in the manufacturer’s original packaging and in an unaltered state.
2. **Service Delivery**
	1. Vendor will be responsible for procuring all necessary materials to meet the requirements included on the RFP. Please note that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute is acceptable but must be compatible with the specifications and related equipment models provided in Annex 3.
	2. Vendor will be responsible for all license acquisition and internal costs.
3. **Pricing**
	1. As the material orders under this Basic Ordering Agreement shall be required for an extended period of time with unknown frequency, the budgetary pricing should be based upon the per unit cost for each type of material/supplies specified in this SOW.
	2. All pricing shall be in U.S. dollars.
4. **Period of Performance**
	1. Date of Agreement Award - August 27, 2019

### Annex 2 – Cover Letter Template

[Offeror: Insert date]

Deputy Chief of Team - Operations

Justice Sector Support Program

Tetra Tech DPK

Thomas Jefferson Complex

Kabul, Afghanistan

Reference: Request for Proposals, CMS Consumables Purchase and Storage, JSSP-RFP-2019-002

Subject: [Offeror: Insert name of your organization]’s technical and cost proposals

Dear JSSP Procurement Section:

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above- referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Organization’s Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DUNS Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Names of members of the Board of

Directors and Legal Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As required by section F.1, we confirm that our proposal, including the cost proposal will remain valid for 120 calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the RFP.:

[Offerors: It is incumbent on each offeror to clearly review the RFP and its requirements. It is each offeror's responsibility to identify all required annexes and include them]

1. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
2. Copy of company tax registration, or equivalent document.
3. Evidence of Responsibility Statement.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

[Offeror: Insert name of your organization's representative]

### Annex 3 – Technical Proposal Format

Technical Proposal Format and Content: The offeror shall structure the Technical Proposal to meet the evaluation criteria, as follows:

**Technical Evaluation Criteria**– this section should demonstrate the Offeror’s response to the specifications listed below which must include availability, condition, and warranty for the items listed below.

|  |  |
| --- | --- |
|  | **DESCRIPTION OF GOODS OR SERVICES TO BE PURCHASED:** |
| **Line No.** | **Description/Specifications of Item or Service** | **Unit** | **Estimated****Quantity** |
| 1 | Printer Cartridge: HP 26X (CF226XD) Black High Yield, 2 Toner Cartridges or equivalent compatible with HP LaserJet Pro M402 M426  | Each | 95 |
| 2 | Printer Cartridge: HP 87X (CF287X) Black High Yield Original LaserJet Toner Cartridge (18,000-page capacity) or equivalent compatible with HP LaserJet Enterprise M506n Laser Printer (F2A68A)  | Each | 204 |
| 3 | Printer Cartridge: HP 05A (CE505A) or equivalent compatible with HP Laser Jet P2055dn  | Each | 130 |
| 4 | Printer Cartridge: 305A or equivalent compatible with LaserJet Pro 400  | Each | 5 |
| 5 | Printer Cartridge: HP 90X (CE390X) or equivalent compatible with HP Laser Jet 600 M602  | Each | 2,403 |
| 6 | Printer Cartridge: HP 37A Toner Cartridge (CF237A) or equivalent compatible with HP LaserJet Enterprise M607n  | Each | 20 |
| 7 | Printer Cartridge: HP 78A (CE278A) or equivalent compatible with LaserJet 1536 DNFMFP  | Each | 6 |
| 8 | Printer Cartridge: HP 12A (Q2612A) Toner Cartridge or equivalent compatible with HP LaserJet 3055  | Each | 4 |
| 9 | Photocopier Toner Cartridge: Canon EXV42 or equivalent for Canon ImageRunner 2202  | Each | 2116 |
| 10 | Photocopier Toner Cartridge: Canon C-EXV14 or equivalent compatible with Canon IR 2318 and Canon 2420  | Each | 513 |
| 11 | Photocopier Toner Cartridge: Canon CEXV33 or equivalent compatible with Canon IR2520 | Each | 25 |
| 12 | A4 Printer Paper: high quality, 80gsm minimum (1 box / 5 reams) | Each | 13,850 |
| 13 | Pens (box of 12) Black Pilot Dr. Grip, retractable ballpoint, 1.0mm | Each | 2,770 |
| 14 | Hanging Folders (box 20) | Each | 11,080 |
| 15 | Lever Arch File PVC A4 75mm or equivalent | Each | 570 |
| 16 | Case Registry book for Criminal Cases (A4 Printer Paper; high quality, 80gsm minimum, 100 pages front/back, cloth-bound) Printed text & format specifications to be provided | Each | 4,670 |
| 17 | Case Registry book for Civil State Cases (A4 Printer Paper; high quality, 80gsm minimum, 100 pages front/back, cloth-bound) Printed text & format specifications to be provided | Each | 370 |
| 18 | Case Registry book for Civil Huquq (A4 Printer Paper; high quality, 80gsm minimum, 100 pages front/back, cloth-bound)Printed text & format specifications to be provided | Each | 360 |
| 19 | Case Registry book for Civil Courts (A4 Printer Paper; high quality, 80gsm minimum, 100 pages front/back, cloth-bound)Printed text & format specifications to be provided | Each | 500 |
| 20 | Stamp for Ministry of Interior (MOI)Round approx. 30mm diameter; self-inking; rubber; custom text to be provided; changeable date | Each | 206 |
| 21 | Stamp of Ministry of Justice (MOJ)Round approx. 30mm diameter; self-inking; rubber; custom text to be provided; changeable date | Each | 196 |
| 22 | Stamp for Attorney General’s Office (AGO)Round approx. 30mm diameter; self-inking; rubber; custom text to be provided; changeable date | Each | 234 |
| 23 | Stamp for Supreme Court (SCt)Round approx. 30mm diameter; self-inking; rubber; custom text to be provided; changeable date | Each | 280 |
| 24 | Stamp for Ministry of Defense (MOD) Round approx. 30mm diameter; self-inking; rubber; custom text to be provided; changeable date | Each | 46 |
| 25 | Stamp for National Directorate of Security (NDS)Round approx. 30mm diameter; self-inking; rubber; custom text to be provided; changeable date | Each | 72 |
| 26 | Stamp for General Directorate of Prisons and Detention Centers (GDPDC)Round approx. 30mm diameter; self-inking; rubber; custom text to be provided; changeable date | Each | 80 |

***Maintenance Support offer is encouraged to be submitted with the proposal. Quantities of materials as provided in the table above are estimates only and are subject to change.***

### Annex 4 – Cost Proposal Template

The Offeror shall prepare a cost proposal using the template provided below. Offerors may modify or add line items in the budget template as appropriate based on the required materials listed in Annex 3.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item #** | **Specifications** | **Unit** | **Unit Cost (USD)** | **Warranty** |
| **1** | *Printer Cartridge HP 26X (CF226XD)* | *Each* | *$350* | *3 years* |
| **2** | *Photocopier Toner HP 87X (CF287X)* |  |  |  |
| **3** | *Photocopier Toner for Canon ImageRunner 2202* |  |  |  |
| **4** | *Pens (Box of 12) Black Pilot Dr. Grip, retractable ballpoint, 1.0mm* |  |  |  |

### Annex 5 – **DUNS Registration Guidance**

**What is DUNS?**

The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet (D&B) - a company that provides information on corporations for use in credit decisions - that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS database contains over 100 million entries for businesses throughout the world, and is used by the United States Government, the United Nations, and the European Commission to identify companies. The DUNS number is widely used by both commercial and federal entities and was adopted as the standard business identifier for federal electronic commerce in October 1994. The DUNS number was also incorporated into the Federal Acquisition Regulation (FAR) in April 1998 as the Federal Government's contractor identification code for all procurement-related activities.

**Why am I being requested to obtain a DUNS number?**

U.S. law – in particular the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub.L. 110-252) - make it a requirement for all entities doing business with the U.S. Government to be registered, currently through the System for Award Management, a single, free, publicly- searchable website that includes information on each federal award. As part of this reporting requirement, prime contractors such as Tetra Tech must report information on qualifying subawards as outlined in FAR 52.204-10 and 2CFR Part 170. Tetra Tech is required to report subcontracts with an award valued at greater than or equal to $30,000 under a prime contract and subawards under prime grants or prime cooperative agreements obligating funds of $25,000 or more, whether U.S. or locally-based. Because the U.S. Government uses DUNS numbers to uniquely identify businesses and organizations, Tetra Tech is required to enter subaward data with a corresponding DUNS number.

**Is there a charge for obtaining a DUNS number?**

No. Obtaining a DUNS number is absolutely free for all entities doing business with the Federal government. This includes current and prospective contractors, grantees, and loan recipients.

**How do I obtain a DUNS number?**

DUNS numbers can be obtained online at <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or by phone at 1-800-234-3867 (for US, Puerto Rico and Virgin Island requests only).

**What information will I need to obtain a DUNS number?**

To request a DUNS number, you will need to provide the following information:

* Legal name and structure
* Trade style, Doing Business As (DBA), or other name by which your organization is commonly recognized
* Physical address, city, state and Zip Code
* Mailing address (if separate)
* Telephone number
* Contact name
* Number of employees at your location
* Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
* Annual sales and revenue information
* Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

**How long does it take to obtain a DUNS number?**

Under normal circumstances the DUNS is issued within 1-2 business days when using the D&B web form process. If requested by phone, a DUNS can usually be provided immediately.

### Annex 6 – **Evidence of Responsibility Statement**

**DEBARMENT CERTIFICATION AND OTHER RESPONSIBILITY MATTERS**

**(FAR 52.209-5 (APR 2010) & FAR 52.206-6 (AUG 2013))**

1. (1) The Offeror certifies, to the best of its knowledge and belief, that –
2. The Offeror and/or any of its Principals –
3. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the United States Federal Government;
4. Have not within a three-year period preceding this offer, 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 (US Federal, state, or local) contract or subcontract; violation of United States’ Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating United States’ Federal criminal tax laws, or receiving stolen property; and
5. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
6. Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.
	1. Federal taxes are considered delinquent if both of the following criteria apply:
7. *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

1. *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
	1. *Examples*.
2. The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
3. The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
4. The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
5. The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
6. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any United States Federal agency.
7. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification 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 Section 1001, Title 18, United States Code.

1. The Offeror shall provide immediate written notice to Tetra Tech DPK if, at any time prior to contract award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with determination of the Offeror's: responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer or Tetra Tech DPK may render the Contractor non-responsible.
3. 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
4. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government or Tetra Tech DPK, the Contracting Officer or Tetra Tech DPK may terminate the contract resulting from this solicitation for default.

By signature hereon, the Offeror certifies that the statements contained herein are accurate, current, and complete, and that the Offeror is aware of the penalty for making false statements, which includes the immediate termination of any subcontract signed in conjunction with this certification and/or additional penalties prescribed in 18 U.S. Code § 1001.

This certification is hereby incorporated into the below-referenced subcontract, if awarded.

Subcontract #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Representative and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_