

REQUEST FOR QUOTATION (RFQ)

Reference No: AUAF-RFQ-19-021

Issue Date: October 16, 2019

Closing Date: November 5, 2019

PROJECT:

Provision of Diesel & Petrol Fuel under a Blanket Purchase Agreement (BPA)
for one year for AUAF Generators and heating system

The quotations will be accepted from 12:30 PM to 02:30 PM on November 5, 2019. Please ensure to sign the bids registration sheet at the gate at the time of submitting your quotations.

The American University of Afghanistan
Darulaman Road,
District 7, Kabul, Afghanistan

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Section 1: Instructions to Offerors

1. General:

The American University of Afghanistan (AUAF) is Afghanistan's only private, not-for-profit, institution of higher education, offering internationally-supported degree programs and education.

2. Project Summary:

AUAF is seeking qualified suppliers to provide diesel & Petrol fuel per specifications stipulated in this RFQ under a Blanket Purchase Agreement (BPA) for the period of one year. The fuel is required for AUAF Generators & Heating Systems. Firms and Companies who have a solid track experience in provision of fuel to international and national organizations or NGOs within Afghanistan, may submit their quotations.

The purpose of this RFQ is to solicit quotations from eligible suppliers for fuel required for AUAF Generators & Heating Systems. As a result of this RFQ, AUAF anticipates issuing a Blanket Purchase Agreement (BPA) — or possibly multiple BPAs — to establish specific pricing levels and parameters to acquire fuel, on-need basis. The BPA will be established for the period of one year. The supplier shall furnish the fuel described in the Purchase Order and issued by AUAF under the anticipated BPA. AUAF is only obligated to pay for fuel ordered through Purchase Orders issued under the anticipated BPA and delivered by the Supplier to AUAF's west campus and in accordance with the terms/conditions of the anticipated BPA. Offerors are responsible for ensuring that their offers are received by AUAF in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

3. Government Withholding Tax:

Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, AUAF is required to withhold "contractor" taxes from the gross amounts payable to all Afghan/International for-profit subcontractors/vendors. Subsequently, based on Decision No. 15 of the Cabinet of Ministers of the Islamic Republic of Afghanistan, AUAF shall withhold two percent (2%) tax from all gross invoices to Afghan subcontractors/vendors under this Agreement with active business license. For subcontractors/vendors without active business license, AUAF shall withhold seven percent (7%) "Contractor" taxes per current Afghanistan Tax Law. Before the signing of this Agreement, the subcontractor/vendor will provide a copy of the organization's active business license and TIN (Tax Identification Number). Amounts deducted from the invoices will be forwarded to the Ministry of Finance (MOF) Tax Division credited to the firm's TIN. Records of payments to the MOF shall be maintained on file with AUAF.

4. Penalty Charges

If the supplier fails to supply fuel within the date stipulated, AUAF shall, without prejudice to its other remedies under the Purchase Order/Contract price, as liquidated damages, deduct a sum equivalent to five percent (5%) of the delivered price of the delayed Goods/Services for each week of the delay until actual delivery, up to a maximum deduction of Ten Percent (10%) of the Purchase Order/Contract/Contract value.

5. Dispute

In case the contractor and AUAF came to dispute, AUAF signatory authority will be the only person to determine the dispute and the correction measurement upon his/her discretion.

6. Source, Origin and Nationality

The authorized USAID geographic code for this RFQ and any resulting Purchase Order is **Code 937**. Code 937 is defined as the United States, the cooperating country, and developing countries other than advanced developing countries, and excluding prohibited sources. A list of developing countries, advanced developing countries, and prohibited sources, is available in USAID's Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>). All commodities and services supplied under any Purchase Order resulting from this RFQ must meet this geographic code in accordance with the US Code of Federal Regulations (CFR), [22 CFR §228](#).

The following applies to this RFQ, all related correspondence, and any resulting Purchase Order:

A. Definitions:

1. **Cooperating Country:** "Cooperating country" means Afghanistan.
2. **Source:** "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.
3. **Nationality:** "Nationality" refers to the place of incorporation, ownership, citizenship, residence, etc. of suppliers of goods and services. If the Offer is an individual, the Offeror must 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**. If the Offeror is an organization, the organization must (1) Be incorporated or legally organized under the laws of a country in **Code 937**; (2) Must be operating as a going concern in a country in **Code 937**, 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 937**, 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 937**, in more than half its permanent full-time positions and more than half of its principal management positions.
4. **Prohibited Source:** Burma (Myanmar), Cuba, Iraq, Iran, Laos, Libya, North Korea, (North) Sudan, and Syria. The offeror resulting from this RFQ may not supply fuel that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the above listed prohibited sources.

B. Application: The source and nationality of all equipment and services in response to this RFQ must meet the USAID geographic **Code 937** requirements in accordance with [22 CFR §228](#).

C. No items, items with components from, or related services may be offered from any prohibited source. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting Purchase Order (including transportation, fuel, lodging, meals, and communications expenses).

All equipment and services proposed through any offer in response to this RFQ must meet geographic **Code 937**.

7. Inspection

AUAF shall have reasonable time, after delivery, to inspect the fuel, and to reject acceptance which is not conforming to the sample and to the specifications of this Purchase Order issued under the anticipated BPA and offer. Recovery of the rejected fuel shall be the sole responsibility of the supplier.

8. Eligibility for USG Fund:

AUAF shall not award a contract/subcontract to any firm or firms' principals who are debarred, suspended, or otherwise considered ineligible by U.S. Government.

Terrorism Executive Order 13224

The Contractor must agree and certify to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.

E.O. 13224 is available at:

<https://ustreas.gov/offices/enforcement/ofac/programs/terror/terror.pdf>.

The attachment does not include 'Names of Those Designated' after 23 September 2001; therefore, Contractors are required to obtain the updated list at the time of procurement of goods or services. The updated list is available at: <http://www.treas.gov/offices/enforcement/ofac/sdn/>. Additional restricted party screening may also be performed through the Excluded Parties List System, which is available online at the following address: <https://www.epls.gov/>.

9. AUAF is committed to transparency and integrity in all aspects to promote corporate values. The basic aim is to provide a work environment where all employees feel safe and can report illegal, prohibited, unethical or fraudulent activities. In an effort to do so, AUAF has developed an anonymous ethics and compliance hotline for reporting of activities that may be in violation of our policies, applicable laws, or donor requirements. The AUAF hotline is independently administered and all reports will be kept confidential to the extent possible and will be promptly investigated. For your convenience, AUAF provides you with different options which you may choose to make an anonymous report by using any of the below tools.

1. Submit a Report by filing the online AUAF Hotline Form (Available 24/7)

2. Email us on auafhotline@auaf.edu.af (Available 24/7)

You can download the AUAF Anti-Fraud Policy and the AUAF Code of Ethics from the following link: <https://www.auaf.edu.af/contact-us/internal-audit/>

Annex 3 – Statement of Work/Service:

10. Statement of Work/Specification:

The selected supplier shall supply the fuel on an as needed bases – at the pricing levels established in the suppliers' offer and the anticipated BPA. When the need arises for the fuel described in the BPA, AUAF will issue a purchase order to the BPA holder.

If there are multiple BPA-holders as a result of this RFQ, the ordering document will be issued to the BPA-holder that presents the best value for that specific order, based on price and delivery time.

- Any BPA issued as a result of this RFQ will have a minimum duration of one year.
- AUAF will order fuel on an as needed basis during the life of the anticipated BPA.
- The supplier shall only furnish fuel described in purchase orders issued by AUAF under the BPA.
- AUAF is only obligated to pay for the fuel documented in purchase orders that are issued under the BPA.
- The supplier should deliver fuel within 12 hours to AUAF after the purchase order is issued under the anticipated BPA.
- The supplier should provide price validation for a period of one year. The prices will be locked in the BPA for the duration of one year.
- AUAF will request fuel sample prior to the award of the anticipated BPA to ensure the Cetane ratings of the diesel fuel.

Section 3 contains the technical specifications of the required fuel.

11. Evaluation Process:

The quotations will be evaluated in terms of fairness, cost-consciousness, and best value to the AUAF considering both technical and cost factors. An award will be made to a responsible offeror whose offer follows the RFQ instructions, and meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis.

AUAF may reject all of the quotes submitted for good cause. AUAF may negotiate price or service provided in terms with one or more of the suppliers if it feels that negotiations would improve the chances that AUAF receives a better quotation.

12. Quotation Submission guidelines:

Cover Letter shall be included in proposals and signed by the person or persons authorized to sign on behalf of the vendor. A sample of cover letter is in Section 4.

Sealed quotations must be received from 12:30 PM to 02:30 PM, local Kabul time on November 5, 2019, by hard copy delivery to the AUAF Procurement Department. Electronic bids are not permitted. Hard copy deliveries must be stamped and signed by the offeror's authorized.

Representative and delivered to the AUAF Office located at Darul Aman Main Road, Next to Sanitarium Street, Kabul, Afghanistan.

Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will be considered only at the discretion of AUAF.

13. Questions:

Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 04:00 PM local Kabul time on October 30, 2019, by email to procurement@auaf.edu.af with cc'ing ksuliman@auaf.edu.af. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that AUAF believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by AUAF will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of AUAF or any other entity should not be considered as an official response to any questions regarding this RFQ.

14. Others:

AUAF is a non-for-profit educational institution expects to be charged no more than standard humanitarian agency rates.

This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate AUAF to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

FAR Clauses which will be incorporated by reference in the Purchase Order:

52.202-1 Definitions.

52.203-5 Covenant Against Contingent Fees.

52.203-6 Restrictions on Subcontract Sales to the Government.

52.203-7 Anti-Kickback Procedures.

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

52.204-19 Incorporation by Reference of Representations and Certifications.

52.203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity.

52.203-13 Contractor Code of Business Ethics and Conduct.

52.203-16 Preventing Personal Conflicts of Interest.

52.204-7 System for Award Management.

52.249-8 Default (Fixed-Price Supply and Service).

52.249-4 Termination for Convenience of the Government (Services) (Short Form).

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- Official quotation, including specifications of offered equipment (see Section 3 for example format)
- Copy of required certificates (see Section 5 for more details)
- Copy of offeror's registration or business license (see Section 6 for more details)

- Copy of offeror's summary of relevant capability, experience and Past Performance (see Section 7 for more details)

Section 3: Specifications and Technical Requirements

The table below contains the technical requirements of the fuel that may be ordered under the BPA mechanism. Offerors are requested to provide per- unit quotations containing the information below on official letterhead or official quotation format officially accepting the terms and conditions by stamping each page. In the event this is not possible, offerors may complete this Section 3 and submit a signed/stamped version to AUAF. Offered unit price should include shipment, transportation, delivery, custom clearance, and any other administrative charges. The fuel will be ordered based on an as needed basis.

BILL OF QUANTITIES

#	Description	Qty	Unit	Unit Price USD
1	Diesel fuel (Turkmenistan L01) or equivalent grade for AUAF’s generators and heating system, including delivery to AUAF’s west & international campuses	1	Liter	
2	Petrol fuel (Turkmenistan A-92) or equivalent grade for AUAF’s generators and heating system, including delivery to AUAF’s west & international campuses	1	Liter	
Total Price USD:				

**The prices must remain valid and unchanged for a period of one year:
Suppliers must provide the total of the unit prices**

Note: AUAF will request fuel samples from the lowest offerors to inspect and review the following: Fuel with the highest Cetane ratings will be given preference.

- Parameters
- Clarity
- Color
- Residue / Particles in the sample
- Measurement of Cetane
- Water content

RFQ Conditions:

Administrative Requirements	Valid company business license under the law of country of residence.
Evaluation Criteria	LPTA Process
Delivery Term (INCOTERMS 2000)	DDP (Delivered Duty Paid) Delivery to AUAF
Delivery Time	Within 12 hours when the PO is issued under BPA
Warranty	Supplier must ensure the fuel is as per the sample selected
Payment Terms	Within 45 days after receipt of complete invoice
Validity of Quotation	1 year after the offer deadline
Completeness of quotation.	<input type="checkbox"/> Partial bids allowed <input checked="" type="checkbox"/> Partial bids not allowed
Delivery Point	Hameedullah Hemat Senior Procurement Specialist +93 (0) 706531569 jk.suliman@auaf.edu.af
Customs clearance	If applicable, supplier will be responsible
BRT Tax	Applicable for as per tax law refer to paragraph 3

Section 4
Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: American University of Afghanistan (AUAF)
Old Campus, Darul Aman Road, Next to Sanitarium Street, Kabul, AFG
Reference: AUAF-RFQ-19-021 | Diesel & Petrol fuel for AUAF (Generators & Heating Systems)

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any AUAF staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Email: _____

Company Registration or Taxpayer ID Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

Section 5 - Required Certifications

Federal Acquisition Regulation mandates certain certifications that offerors are required to sign as part of a request for subcontract proposal (RFP) funded with federal funds. A list of required certifications should be included in the solicitation document for subcontracts that have not been priced as part of the prime contract and Offerors must submit all the certifications to be responsive to the RFP.

The required certifications are as follows and their full text can be found in the following pages. Additional certifications may be required depending upon the prime contract terms and conditions.

- **Certification of independent price determination – (FAR 52.203-2).** Certifies that prices in this offer have been arrived at independently, without, for the purposes of restricting competition, any consultation, communication, or agreement with other offeror or competitor relating to – prices, intention to submit an offer, or factors used to calculate prices offered. This is applicable to any solicitation for fixed price subcontracts over \$150,000 only.
- **Subcontractor certification and disclosure regarding payment to influence certain federal transactions received – (FAR 52.203-11).** Certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, grant, loan, cooperative agreement, etc. This is applicable to any solicitations expected to exceed \$150,000.
- **Subcontractor certification regarding debarment, suspension, proposed debarment, and other responsibility matters – (FAR 52.209-5).** Certifies that offeror/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. This is applicable to any solicitations expected to exceed \$150,000.
- **Evidence of Responsibility Statement –** Certification describing internal policies and procedures, listing authorized signatories, and stating that the company is able to comply with the terms and conditions of the subcontract. This is applicable to all solicitations regardless of value.
- **Certificate of current cost or pricing data – (FAR 15.406-2).** Cost or pricing data are data requiring certification in accordance with FAR 15.406-2. The threshold for obtaining Cost or Pricing data is \$700,000 unless an exception in FAR Part 15.403-1(b) applies.
- **Prohibition on Assistance to Drug Trafficking Participant Certification –** (Section 487 of the Foreign Assistance Act/ADS 206). Certifies that key individuals of subcontractor are not or have not been involved in drug trafficking. Requirement for certification applies to subcontractors in covered countries (identified annually by the President of the United States as major, illicit, drug-producing or drug-transit countries) and in principle is not required from most subcontractors except for: (1) intermediate credit institutions (entity receiving USAID funds for the purpose lending to third parties) and; (2) subcontractors specifically designated by USAID to receive or provide more than \$100,000 in covered assistance. Designation means that subcontractor has been unilaterally selected by USAID as the subcontractor. USAID approval of a subcontractor, selected by another party, or joint

Selection by USAID and another party is not designation. To assess if this certification is required, check prime contract terms and conditions.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

_____ (hereinafter called the "offeror")
(Name of Offeror)

(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 or 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 or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated 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 to submit or not to submit an offer for the purpose of restricting competition.

(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 paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

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

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(Applicant)
BY (Signature) _____ TITLE _____
TYPED NAME _____ DATE _____

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

As prescribed in 3.808, insert the following provision:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(SEPT 2007)

_____ (hereinafter called the "offeror")
(Name of Offeror)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made. Page 2 of 4

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(f) Should the Offeror's circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify Buyer immediately.

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS . As prescribed in 9.409(a), insert the following provision:

Certification Regarding Responsibility Matters (May 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have 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 (Federal, state, or local) contract or subcontract; violation of 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 Federal criminal tax laws, or receiving stolen property;

(C) Are 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;

(D) Have , 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:

(i) 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.

(ii) 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.

(2) Examples.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person 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, and United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c) 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 a 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 may render the Offeror no responsible.

(d) 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.

(e) 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, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PLEASE SIGN AND RETURN

Company Name _____

Signature _____

Printed Name _____

Title _____

Date _____

Evidence of Responsibility Statement

1. Authorized Negotiators

Company Name proposal for Proposal or AUAF RFP Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

2. Adequate Financial Resources

Company Name has adequate financial resources to manage this contract, as established by our audited financial statements (OR list what else may have been submitted) submitted in this proposal.

3. Ability to Comply

Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

4. Record of Performance, Integrity, and Business Ethics

Company Name record of integrity is (describe, e.g. outstanding), as shown in the Representations and Certifications. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Volume, Annex, etc.

5. Organization, Experience, Accounting and Operational Controls, and Technical Skills

(Subcontractor should explain which department will be managing the contract, type of accounting and control procedure they have to accommodate the type of subcontract that is being considered)

6. Equipment and Facilities

(Subcontractor should state and explain that they have necessary facilities and equipment to carry out the contract)

7. Eligibility to Receive Award

(Subcontractor should state that they are qualified and eligible to receive an award under applicable laws and regulation and that they are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding. The Subcontractor should state whether they have performed work of similar nature under similar mechanisms for USAID. They should provide their DUNS number here if applicable.)

8. Commodity Procurement

(Subcontractor will explain its procurement policies and practice. State if a procurement/purchasing manual is in place, etc. This section could be deleted if the subcontractor doesn't have this capacity or if subcontract will not include procurement)

9. Cognizant Government Audit Agency

(Subcontractor should provide Name, address, phone of their auditors – whether it is DCAA or independent CPA)

10. Acceptability of Contract Terms

(Subcontractor should state its acceptance of the proposed subcontract terms)

11. Recovery of Vacation, Holiday and Sick Pay

(Subcontractor should explain how they recover vacation, holiday, and sick leave)

12. Organization of Firm

(Subcontractor should explain how their firm is organized for example regionally or by technical practice)

Date: _____

Name: _____

Signature: _____

15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

(a) When cost or pricing data are required, Subcontract Manager must require the subcontractor to execute a Certificate of Current Cost or Pricing Data, using the format in this paragraph, and must include the executed certificate in the contract file.

CERTIFICATE OF CURRENT COST OR PRICING DATA

_____ (hereinafter called the "offeror")
(Name of Offeror)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____ Date: _____

Name:

Title/Position:

Organization:

Address:

Date of Birth:

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Section 6

COMPANY'S BUSINESS LICENSE

Please Attach

Section 7

SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE AND PAST PERFORMANCE

Include projects that best illustrate your experience relevant to this (RFQ) or similar activities, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years (i.e. 2016, 2017 and 2018).

No	Project Title and Description of Activities	Location Province/District	Client Name/Tel #	Cost in US\$/AFA	Start Dates	End Dates	Completed on Schedule (Yes/No)	Subcontractor or Prime Contractor?
1								
2								
3								