



DAI-Promote: Women in the Economy

Request for Quotation (RFQ)

No. RFQ DAI-Promote: Women in the Economy-KBL-059

3 Mbps dedicated full duplex Internet Connection for Promote: WIE Herat
& Mazar Regional Offices

Issue Date: November 14, 2016

WARNING: Prospective Offerors, who have received this document from a source other than the Promote: Women in the Economy project, should immediately contact Promote: Women in the Economy and provide their name and mailing address in order that amendments to the RFQ or other communications can be sent directly to them.

Request for Quotation

1. RFQ No.	RFQ DAI-Promote: Women in the Economy-KBL-059
2. Issue Date	November 14, 2016
3. Title	3 Mbps dedicated Full duplex Internet Connection for Promote: WIE Herat and 3 Mbps dedicated Full duplex Internet Connection Mazar Regional Offices
4. Issuing Office & Email/Physical Address for Submission of Quotes	Promote: Women in the Economy Procurement AWLE_procurement@promote-wie.com
5. Deadline for Receipt of Quotes.	November 29, 2016 at 04:00 PM local time Kabul
6. Point of Contact	DAI-Promote: Women in the Economy Office AWLE_procurement@promote-wie.com Deadline for answering the questions: November 28, 2016
7. Anticipated Award Type	Firm Fixed Price Purchase Order
8. Basis for Award	An award will be made to the responsible bidder whose bid is responsive to the terms of the RFQ and is most advantageous to DAI, considering price or/and other factors included in the RFQ. To be considered for award, bidders must meet the requirements identified in Section 12, "Determination of Responsibility". Preference will be given to those vendors providing the preferred specifications.

<p>9. General Instructions to Bidders</p>	<ul style="list-style-type: none"> • Final Quotations due by 04:00 PM local time Kabul on November 29, 2016. • Include a statement that the vendor fully understands that their quote must be valid for a period of ninety (90) days. • Bidders shall sign and date their quotation. • Bidders shall complete Attachment C: Price Schedule template. • These services are eligible for VAT exemption under the DAI prime contract. • The payment will be made upon submission and acceptance of an invoice. • The amount will be transferred through wire transfer. • Promote: Women in the Economy reserves the rights to cancel or terminate the Firm Fixed Price Purchase Order if the company is not able to provide the satisfactory services.
<p>10. Questions Regarding the RFQ</p>	<p>Each Bidder is responsible for reading very carefully and understanding fully the terms and conditions of this RFQ. All communications regarding this solicitation are to be made solely through the Issuing Office and Through email mentioned above or can be posted on the opportunity discussion board on Afghan Bids website. All questions received will be compiled and answered to all interested Bidders through Afghan bid website's discussion board.</p>
<p>11. Technical Specifications and requirements for Technical Acceptability</p>	<p><u>Vendor</u> The vendor will provide the internet bandwidth including internet equipment and installation to the Promote: Women in the Economy Herat and Mazar Regional offices after signing of Firm Fixed Price Purchase Order. See attachment (B) for detailed specification.</p> <p><u>Payment and invoicing:</u></p> <ul style="list-style-type: none"> • Payment will be processed after verification and acceptance by DAI/WIE technical team of the delivered internet service. • Payment will be done in local currency (AFA) and will be transferred by wire or electronic payment system into the vendor's bank account. <p><u>Herat Regional Office Address:</u> District#1, Jadeh Khaje Morad, Herat, Afghanistan</p> <p><u>Herat Regional Office Address:</u> Zahiruddin Farabi, Mazar e Sharif, Afghanistan</p>

<p>12. Determination of Responsibility</p>	<p>DAI will not enter into any type of agreement with a vendor prior to ensuring the vendor's responsibility. When assessing an vendor's responsibility, the following factors are taken into consideration:</p> <ol style="list-style-type: none"> 1. Provide copies of the required Afghanistan Investment Support Agency (AISA), the Ministry of Commerce and Industry (MoCI), Ministry of Information and Culture, Ministry of Education or Ministry of Public Health to operate in Afghanistan and ATRA linens. 2. Evidence of a DUNS number, if applicable. 3. The source, origin and nationality of the services are not from a Prohibited Country (explained below). 4. Ability to comply with required or proposed delivery or performance schedules. 5. Pursuant to USAID Mission Order 201.04 (4-14.001), DAI/Promote: Women in the Economy is required to vet all non-US parties selected for the award of a subcontract/procurements equal to or in excess of the Afghani equivalent to USD \$25,000. Please be prepared to complete and submit the required information (PIF) and provide all supporting documentation to the Procurement Unit if requested to do so. The vetting process may take up to 4 weeks to complete.
<p>13. Geographic Code</p>	<ul style="list-style-type: none"> • Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries. • Geographic Code 937: Goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries", excluding prohibited countries. A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at: http://www.usaid.gov/policy/ads/300/310maa.pdf and http://www.usaid.gov/policy/ads/300/310mab.pdf respectively. • DAI must verify the source, nationality and origin, of goods and services and ensure (to the fullest extent possible) that DAI does not procure any services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI. <p>By submitting a quote in response to this RFQ, Bidders confirm that they are not violating the Source and Nationality requirements and that the services comply with the Geographic Code and the exclusions for prohibited countries.</p>

14. Data Universal Numbering System (DUNS)	<p>All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$25,000 and above are required to obtain a DUNS number prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Bidders sign the self-certification statement if the Bidder claims exemption for this reason.</p> <p>For those required to obtain a DUNS number, you may request Instructions for Obtaining a DUNS Number.</p> <p>For those not required to obtain a DUNS number, you may request Self-Certification for Exemption from DUNS Requirement</p>
15. Compliance with Terms and Conditions	<p>Bidder shall be aware of the general terms and conditions for an award resulting from this RFQ. The selected Bidder shall comply with all Representations and Certifications of Compliance listed in Attachment D.</p>
16. Procurement Ethics	<p>By submitting an offer, offerors certify that they have not/will not attempt to bribe or make any payments to DAI employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted.</p> <p>Either the Offeror or DAI staff may report unethical, illegal, and corrupt practice to the Toll-Free Ethics and Compliance Anonymous Hotline at +1 855-603-6987, via the DAI website, or via email to FPI_hotline@dai.com. DAI ensures anonymity and an unbiased, serious review and treatment of the information provided. Offerors or WIE staff may also report fraud, abuse, or kickback cases to: Hotline@promote-wie.com, or call this phone number: +93 (0) 789 65 8190. Do not use these numbers for asking questions about the IFB. The hotline numbers is only for reporting fraud, abuse, kickback, and conflict of interest. The person answering this phone does not have information about bids, and cannot give any instructions or answer any questions about ongoing procurements.</p>

Note: Issuance of this RFQ in no way obligates DAI to award, and Bidders will not be reimbursed for any cost associated with the preparation of this Quote. Promote: Women in the Economy also reserves the right to issue multiple awards and procure only items or services from selected vendor(s).

Attachment A: Cover Letter

We, the undersigned, provide the attached quote in accordance RFQ DAI-Promote:
Women in the Economy-KBL-059 dated _____.

I certify a validity period of ninety (90) days for the prices provided in the attached Price
Schedule/Bill of Quantities. Our quote shall be binding upon us subject to the modifications. We
confirm the availability of required services, and that unit prices are inclusive of final service
delivery to Promote: Women in the Economy. We further agree to payment terms upon
submission and acceptance of an invoice by monthly.

We understand that DAI is not bound to accept any quotes it receives.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Email:

Company Seal/Stamp:

Attachment B: Technical Specifications

Network performance specification:

Packet loss should not be greater than 5% measured as follows:

ICMP echo ping packets will be sent to a www public site such as www.google.com at a rate of 20 or more each 5 minutes. For example:

Ping testing will normally be conducted during network loads of 50-80% if possible.

A loss, or a response time > 750 ms, of more than 5% (>1 out of 20) for any 5 minute interval will cause that 5 minute period to be counted as unacceptable. If the number of unacceptable 5 minute periods exceeds 5% of the number of periods in a > calendar month is unacceptable. The payment for any month with an unacceptably high rate of packet loss will be reduced by a percentage equal to the percentage of packet loss in > excess of 5%.

Ping testing will be conducted 24x7 during network loads of 80% or less.

A loss, or a response time > 750 ms, of more than 5% (>1 out of 20) for any 5 minute interval will cause that 5 minute period to be counted as unacceptable.

Telephone support shall be available 24x7.

- Dedicated one to one (1:1) Ratio Bandwidth with Backup. Backup should be from a European Satellite.
- 3070Kbps Downlink Speed and 3070Kbps Uplink Speed, Full Duplex.
- Point to Point Wireless connection, Backbone could be Microwave or Fiber Optic.
- 99.9% uptime guaranteed connection.
- 24/7 online and on call technical support
- PRTG Access "CAN CHECK THE EXACT BANDWIDTH THAT WE ARE CONSUMING"
- Technical Problem escalation team email and contact numbers
- Update ATRA (Afghanistan Telecommunication Regulatory Authority) License
- Internet Provider will be charged for any day/night time internet outages. Promote-WIE is paying based on throughput (Actual bandwidth)
- At least 5 Public IP is needed
- Excellent bandwidth sharing in our LAN. ISP owned DNS is needed
- Week demo testing should be provided for the link evaluation purpose.
- All live IP's should be on whitelist from ISP end, we are doing our blocking in our own firewall.

Installation Requirements:

Ensure the full protection of the equipment and cables from any external damages

Microwave or other communication equipment must be attached to a sturdy mast, firmly attached to the building and properly grounded

Provide final report of installation including photographs upon completion of installation.

The designated Office Manager or a designated DAI/WIE staff member must accept the initial installation in writing.

- Site Survey and Installation timeline should not exceed 3 days after signing the contract
- Rocket Dish antenna should be used

- Any device failure during the length of contract is ISP responsibility

Specifications to be provided as part of the bid:

- A detailed list of delivery times and date of completion for this installation
- Schedule to procure, ship, and insure equipment from point of origin

Tasks:

The contractor shall:

Meet and work with DAI Operations Office and Promote: WIE staff and others as required;

Cable, install and satisfactorily test of the equipment;

Ensure the full protection of the equipment and cables from any external damages;

Guarantee up time of greater than 99.9% for services; Service Level of your company

Main internet provider of your company

Provide three phone numbers in Afghanistan for service and maintenance. The numbers must be available and monitored 24/7; and

Provide PRTG network monitoring link with username and password for WIE IT Section.

Payment and invoicing:

- Payment will be processed after verification and acceptance by DAI/WIE technical team of the delivered internet service.
- Payment will be transferred in local currency (AFA) and will be transferred by wire or electronic payment system into the vendor's bank account.

Attachment C: Price Schedule

Offerors should provide a quote for the item in the price schedule that the Offeror is able to supply.

No	Items Name	Unit	Quantity	Unit Price Per Mbps (AFN)	Price for 3 Mbps	Total Price AFN
1	<u>3 Mbps dedicated Full duplex Internet Connection for Promote: WIE Herat Regional Office:</u>	Month	12			
	<u>3 Mbps dedicated Full duplex Internet Connection for Promote: WIE Mazar Regional Office:</u>					
2	Equipment	Monthly	12			
3	Installation	One Time				
Total AFN:						

Attachment E: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.

2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)

3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders (including E.O 13224) and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their contractors from acquiring any supplies or services from individuals or organization, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the US Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.

4. Subcontracting Requirements (January 2012) – (a) Applicability: This section limits the number of tiers of sub-contracts to one tier below the Vendor. The Vendor must not allow lower-tier subcontracts without the express written approval of DAI. Should exceptional circumstances warrant subcontracting below one tier, the Vendor shall promptly request approval in writing from DAI. The Vendor shall include this clause in all subcontracts, and shall require subcontractors to include this clause in all lower-tier subcontracts. The Vendor shall be responsible for compliance with this clause by all subcontracts and lower-tier subcontractors.

5. Combating Trafficking of Persons (Feb 2009) – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.

(a) *Definitions.* As used in this clause—

“Coercion” means—(1) Threats of serious harm to or physical restraint against any person; (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person. “Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—(1) By threats of serious harm to, or physical restraint against, that person or another person; (2) By means of any scheme, plan,

or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of— (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means— (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not— (1) Engage in severe forms of trafficking in persons during the period of performance of the contract; (2) Procure commercial sex acts during the period of performance of the contract; or (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a

Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract; (2) Requiring the Contractor to terminate a subcontract; (3) Suspension of contract payments; (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance; (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

6. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
7. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAI with a disclosure statement describing this information (Please see below for more details).
8. Business Size and Classification(s) – The Bidder certifies that is has accurately and completely identified its business size and classification(s) herein in accordance with the definitions and requirements set forth in FAR Part 19, Small Business Programs.
9. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
10. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
11. Labor Laws – The Bidder certifies that it is in compliance with all labor laws..
12. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
13. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.
14. National Security Screening (Non-US Party Vetting) - The Purchase Order was awarded after following the procedures in the Implementing Partner Notice No. OAA-IP-2011-004 and subsequent Notices related to this matter which incorporated Mission Order No. 201.04 entitled, "National Security Screening (Non-US Party Vetting). Copies of the Implementing Partner Notice(s) and the Mission Order can be obtained from the DAI's Representative named herein. For awards that meet the Vetting threshold, USAID had issued an Eligibility Notice to DAI for the vendor prior awarding the Purchase Order. This Eligibility Notice is valid for 12 months. If the Purchase Order's Performance Period exceeds 12 months, the Vendor shall provide an updated information used in filing the Partner Information Form (PIF) to start a new vetting process to acquire a new Eligibility Notice for the Vendor. Also, during the course of the 12 months, if the information provided by the vendor has changed, the Vendor shall notify DAI at once to update the Eligibility Notice issued for the Vendor.
15. Certification Regarding Provision of Support to Persons Engaged in Terrorism –
 - (a) By receiving this Purchase Order, the Vendor certifies, to the best of its knowledge and belief that:
 - (1) The Vendor, 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 terrorism 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 Vendor to comply with its obligations under paragraph (1):
 - a. Before providing any material support or resources to an individual or entity, the Vendor 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 DAI.

- b. Before providing any material support or resources to an individual or entity, the Vendor 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, Osama bin Laden, or the Al-Qaidia Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Subcontractor 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 Vendor 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 Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(3) For the purpose of this Certification.

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, 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 sub-national groups or clandestine agents; or
- (iii) any other person not taking an active part in hostilities in situations 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 subgroups.

d. Reference 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 unlimited beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor 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.

(b) By accepting or start performing this Purchase Order, the Vendor acknowledges that it has a continuing obligation and shall notify DAI within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a).

(c) The certification in paragraph (a) of this clause and the requirement to update DAI as to a change in status as set forth in paragraph (b) are representations upon which reliance was placed when making the award. If it is later determined that the Vendor knowingly rendered an erroneous certification, or did not notify DAI in writing of a change in such certification, in addition to other remedies available to the U.S. Government and DAI, DAI may terminate this sub-award for default. DAI may also cease payments due to the Vendor even if goods and services have been provided.

16. Restrictions on Certain Foreign Purchases (June 2008) –

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [http:// www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at [http:// www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac).

(c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.

(d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2).

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

DAI/Promote: Women in the Economy SPECIAL CLAUSES

17. Authorized Geographic Code

1. The authorized geographic code for the procurement of goods and service is 937 as specified in the 22 CFR 228. Code 937 is the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. For details related to the rules of Source/Nationality and Geographic Codes refer to <http://www.usaid.gov/sites/default/files/documents/1876/310.pdf>. A hardcopy may be provided by DAI upon request.

18. Insurance

The Vendor agrees that if DAI should legally incur any reasonable cost whatsoever resulting from the lack of the insurance aforementioned in Article 16, on the part of the Vendor while engaged in work, the Vendor will, to the extent permitted by applicable law, indemnify, and hold harmless DAI and the Client Organization from any such costs which they may legally be required to pay.

19. Government Withholding Tax for Afghan Based Companies

Pursuant to Article 72 of the Afghanistan Income Tax Law, DAI is required to withhold taxes from the gross amounts payable to all Afghan for-profit subcontractors/vendors. In accordance with this requirement, DAI will withhold two percent (2%) tax from the entity's gross invoices if the entity is in possession of an active business license issued by any of the following entities -Afghanistan Investment Support Agency (AISA), the Ministry of Commerce and Industry (MoCI), Ministry of Information and Culture, Ministry of Education or Ministry of Public Health.

If the entity provides services contrary to approved by-laws or it does not possess a business license issued by any of the aforementioned public entities, but possesses licenses issued by other local or national government entities or municipalities, DAI shall withhold seven percent (7%) "Contractor" taxes on the gross amount payable. In either case, this tax is withheld by DAI from the gross amount payable to the awarded entity and subsequently remitted to the Ministry of Finance. DAI will maintain records of all of such remittances.

Before the signing of this Agreement, the contractor/vendor will provide a copy of the organization's legal registration document (AISA or Ministry Registration) 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 DAI/WIE.

20. Executive Order on Terrorism Financing

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract.

By accepting the contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under the contract.

21. Subcontracting Requirements (JAN 2012)

(a) *Applicability*: This section limits the number of tiers of sub-contracts to one tiers below the Vendor. The Vendor must not allow lower-tier subcontracts without the express written approval DAI. Should exceptional circumstances warrant subcontracting below one tier, the Vendor shall promptly request approval in writing from DAI. The Vendor shall include this clause in all subcontracts, and shall require subcontractors to include this clause in all lower-tier subcontracts. The Vendor shall be responsible for compliance with this clause by all subcontractors and lower-tier subcontractors.

22. Combating Trafficking in Persons (FEB 2009)

(a) *Definitions*. As used in this clause—

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person; (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person. “Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person; (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or

continue in such conditions, that person or another person would suffer serious harm or physical restraint; or (2) The abuse or threatened abuse of the legal process. “Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract; (2) Procure commercial sex acts during the period of performance of the contract; or (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract; (2) Requiring the Contractor to terminate a subcontract; (3) Suspension of contract payments; (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance; (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

23. National Security Screening (Non-US Party Vetting):

The Purchase Order was awarded after following the procedures in the Implementing Partner Notice No. OAA-IP-2011-004 and subsequent Notices related to this matter which incorporated Mission Order No. 201.04 entitled, "National Security Screening (Non-US Party Vetting). Copies of the Implementing Partner Notice(s) and the Mission Order can be obtained from the DAI's Representative named herein. For awards that meet the Vetting threshold, USAID had issued an Eligibility Notice to DAI for the vendor prior awarding the Purchase Order. This Eligibility Notice is valid for 12 months. If the Purchase Order's Performance Period exceeds 12 months, the Vendor shall provide an updated information used in filing the Partner Information Form (PIF) to start a new vetting process to acquire a new Eligibility Notice for the Vendor. Also, during the course of the 12 months, if the information provided by the vendor has changed, the Vendor shall notify DAI at once to update the Eligibility Notice issued for the Vendor.

24. Certification Regarding Provision of Support to Persons Engaged in Terrorism:

(a) By receiving this Purchase Order, the Vendor certifies, to the best of its knowledge and belief that:

(1) The Vendor, 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 terrorism 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 Vendor to comply with its obligations under paragraph (1):

a. Before providing any material support or resources to an individual or entity, the Vendor 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 DAI.

b. Before providing any material support or resources to an individual or entity, the Vendor 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, Osama bin Laden, or the Al Qaidia Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Subcontractor 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 Vendor 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 Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(3) For the purpose 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 sub-national groups or clandestine agents; or

(iii) any other person not taking an active part in hostilities in situations 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 subgroups.

d. Reference 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 unlimited beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor 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.

(b) By accepting or start performing this Purchase Order, the Vendor acknowledges that it has a continuing obligation and shall notify DAI within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a).

(c) The certification in paragraph (a) of this clause and the requirement to update DAI as to a change in status as set forth in paragraph (b) are representations upon which reliance was placed when making the award. If it is later determined that the Vendor knowingly rendered an erroneous certification, or did not notify DAI in writing of a change in such certification, in addition to other remedies available to the U.S. Government and DAI, DAI may terminate this subaward for default. DAI may also cease payments due to the Vendor even if goods and services have been provided.

25. Restrictions on Certain Foreign Purchases (JUNE 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [http:// www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at [http:// www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac).

(c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.

(d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2).

CONFLICT OF INTEREST DECLARATION FOR THE WIE SUBCONTRACTOR

The following steps outline WIE's Contracts selection process and should be understood by all Offerors to ensure the transparency of awards and avoid conflict of interest.

1. All Requests for Quotations (RFQs) are announced on Afghanbids.com, and bids uploaded by offerors cannot be accessed by anyone before the bid closing date.
2. Once the quotations are received, technical and cost proposals are separated. Technical proposals are scored by an evaluation committee which consists of technical professionals. Cost proposals are evaluated for reasonableness, accuracy, and completeness.
3. The best value quotation is selected based on a combination of the technical score and the cost.
4. No activity can be started until vetting and other formalities are completed and both WIE and the awardee have signed a formal contract.
5. No one from WIE can terminate the contract, stop, or delay payment without cause. For example, if gross misconduct is discovered in the implementation process, WIE has the right to suspend the contract in question until an official investigation of the facts is complete.
6. At no time is it appropriate or legal for contractors or beneficiaries to offer any WIE staff member commissions, kickbacks, or gifts of any kind. If a WIE employee is found taking commissions, kickbacks, gifts or engaging in fraud of any kind their employment contract with WIE will be immediately terminated and their actions will be reported to USAID's Office of the Inspector General (OIG). WIE's policy against fraud exists throughout the life of the contract and beyond. Even if the contract is closed, if any party is found guilty of fraud WIE will make a full report to the OIG which may choose to investigate and to prosecute guilty parties to the fullest extent of the law.
7. Neither payment nor preference shall be made by either the Offeror, or by any DAI staff, in an attempt to affect the results of the award. DAI treats all reports of possible fraud/abuse very seriously. Acts of fraud or corruption will not be tolerated, and DAI employees and/or subcontractors/grantees/vendors who engage in such activities will face serious consequences. Any such practice constitutes an unethical, illegal, and corrupt practice and such practice may result in the cancellation of the procurement and disqualification of the Offeror's participation in this, and future, procurements. Violators will be reported to USAID, and as a result, may be reported to the U.S. Department of Justice to be included in a Restricted Parties list, preventing them from participating in future U.S. Government business.

Offerors must provide full, accurate and complete information in response to this solicitation. The penalty for materially false responses is prescribed in Section 1001 of Title 18 of the United States Code.

In addition, DAI takes the payment of USAID funds to pay Terrorists, or groups supporting Terrorists, or other parties in exchange for protection very seriously. Should the Terrorist,

groups or other parties attempt to extort/demand payment from your organization you are asked to immediately report the incident to DAI's Ethics and Compliance Anonymous Hotline at the contacts described in this clause.

1) Whistleblower Protections Act

All employees of Subcontractors, Grantees and Vendors who currently or have previously conducted work under [insert name of project] are protected from reprisal by US law for disclosure of certain information. The Whistleblower protections in 41 U.S.C. §4712 state that an "employee of a contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing."

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Whistleblower protections cannot be waived by any agreement, policy, form or condition of employment. To meet the standards of this law, the employee's disclosure must be made to:

- A Member of the US Congress, or a representative of a US Congressional Committee;
- An Inspector General;
- The US Government Accountability Office;
- A US Government employee responsible for contract or grant oversight or management at the relevant agency;
- A US court or grand jury; or,
- A management official or other employee of DAI, the subcontractor, grantee, or sub-grantee who has the responsibility to investigate, discover or address misconduct.

In summary, the Act says that a person who believes that he or she has been subjected to a reprisal prohibited by this Act may submit a complaint to the Inspector General but not more than three years after the date on which the alleged reprisal took place. The Inspector General will make a determination or issue a report on findings to USAID. USAID will determine from this determination or report whether there is sufficient basis to conclude that the contractor or grantee concerned has subjected the complainant to a reprisal prohibited by the Act and shall either issue an order denying relief or shall take one or more of the following actions:

- (A) Order the contractor or grantee to take affirmative action to abate (lessen) the reprisal.
- (B) Order the contractor or grantee to reinstate the person to the position that the person held before the reprisal, together with compensatory damages (including back pay), employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- (C) Order the contractor or grantee to pay the complainant an amount equal to the aggregate amount

of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal.

More information on the Act can be found at: <https://www.gpo.gov/fdsys/granule/USCODE-2012-title41/USCODE-2012-title41-subtitleI-divsnC-chap47-sec4712>

Attachment D**Quotation Checklist:**

Note: Any submitted quotation which does not have one of below required documents/services may be eliminated from further process.

Offeror: _____

- Signed Cover Letter?
- Price Schedule (*use template in Attachment C*)
- Summary of Relevant Capability, Experience and Past Performance
- Documents use to determine Responsibility (Afghanistan Investment Support Agency (AISA), the Ministry of Commerce and Industry (MoCI), Ministry of Information and Culture, Ministry of Education or Ministry of Public Health)
- Update ATRA (Afghanistan Telecommunication Regulatory Authority) License
- Wireless Services (Microwave) or Fiber Optic.
- Name of main internet provider of your company