Request for Proposals # AUAF-RFP-17-014
Provision of Internet Connection with 80/80 Mbps Bandwidth, and with 1:1 Connectivity Ratio for the period of one year

Dear Sir or Madam,

American University of Afghanistan (hereinafter referred to as “AUAF”), is issuing a Request for Proposals (RFP) for the provision of Internet Connection with 80/80 Mbps Bandwidth, and with 1:1 Connectivity Ratio for the period of one year for AUAF Campuses. The attached RFP contains all the necessary information for interested ISPs.

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. AUAF is seeking qualified ISPs to submit their proposals for the provision of internet connection of 80/80 Mbps, 1:1 Ratio Internet bandwidth as listed in the Statement of Work/Specification RFP in Paragraph 6. All interested ISPs who have similar experience and qualification in supplying internet services to international organizations or NGOs are invited to bid.

ISPs should indicate their interest in submitting a proposal for the anticipated subcontract by hard copies to the AUAF Procurement Department on Darul Aman main road, Kabul, Afghanistan by no later than 02:30 pm Kabul time, on October 31, 2017.

AUAF realizes that ISPs may have additional questions after reading this RFP. In response, AUAF is planning to hold a proposal conference at the AUAF new campus on Darul Aman Road, Kabul, at 2:00 pm on October 25, 2017, to provide prospective ISPs an opportunity to learn more about the AUAF, to have questions about this RFP answered, to do a technical visit of the installation site, and to learn more about the proposal and subcontracting process. AUAF encourages all interested ISPs to attend the proposal conference. Pre-registration to attend the proposal conference is required. Please email your pre-registration and any advance questions to the AUAF Procurement Department at subcontract by sending an email indicating their intention to the AUAF Procurement Department at procurement@auaf.edu.af by 02:00 pm on October 24, 2017.

This RFP does not obligate AUAF to execute a subcontract nor does it commit AUAF to pay any costs incurred in the preparation and submission of the proposals. Furthermore, AUAF reserves the right to reject any and all offers, if such action is considered to be in the best interest of AUAF.

Sincerely,

AUAF Procurement Department
Kabul, Afghanistan
Request for Proposal (RFP)

Reference No: AUAF-RFP-17-014

Issue Date: October 15, 2017
Deadline: October 31, 2017 – 02:30 PM

Project

Provision of internet connection with 80/80 Mbps bandwidth, and with 1:1 connectivity ratio for the period of one year for AUAF campuses

Required Sealed Bids must be submitted in two Envelopes,

Pre-Bid/Site Visit Conference: October 25, 2017 at 02:00 PM.

The American University of Afghanistan
Darul Aman Road,
District 6, Kabul, Afghanistan
Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

- **RFP announcement**: 15/10/2017
- **RFP published**: 15/10/2017
- **Deadline for written questions**: 24/10/2017
- **Site visit and proposal conference pre-registration deadline**: 24/10/2017
- **Answers provided to questions/clarifications**: 25/10/2017
- **Site visit and proposal conference**: 25/10/2017
- **RFP due date**: 31/10/2017
- **Subcontract award (estimated)**: 10/11/2017

The dates above may be modified at the sole discretion of AUAF. Any changes will be published in an amendment to this RFP.

1. **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. In accordance with this requirement, AUAF shall withhold two percent (2%) tax from all gross invoices to Afghan subcontractors/vendors under this subcontract with active AISA and Ministry of Telecommunication license. For subcontractors/vendors without active AISA or Ministry of Telecommunication license, AUAF shall withhold seven percent (7%) "Contractor" taxes per current Afghanistan Tax Law. Before the signing of this subcontract, the subcontractor/vendor will provide a copy of the organization's AISA or Ministry of Telecommunication 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.

2. **Penalty Charges**

If the Contactor fails to provide the specified services in the scope of service and technical specifications of this RFP, AUAF shall, without prejudice to its other remedies under the contract price, as liquidated damages, deduct a sum equivalent to five percent (5%) of the contract total for the undelivered service required by AUAF until actual delivery, up to a maximum deduction of Ten Percent (10%) of the contract value.

3. **Source, Origin and Nationality**

Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations.

The authorized USAID geographic code for this RFP and any resulting subcontract 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 subcontract resulting from this RFP must meet this geographic code in accordance with the US Code of Federal Regulations (CFR), **22 CFR §228**.

The following applies to this RFP, all related correspondence, and any resulting subcontract:

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 ISP resulting from this RFP may not supply any equipment or services manufactured in or shipped from the above listed prohibited sources.

B. Application: The source and nationality of all equipment and services in response to this RFP 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 subcontract (including transportation, fuel, lodging, meals, and communications expenses).

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

4. **Inspection**
AUAF shall have reasonable time to inspect the services and to reject acceptance if not conforming to the Scope of works and technical specifications of the Contract.

5. **Materials and Workmanship**
All materials and workmanship shall be in accordance with the International Building Code (IBC).

6. **Statement of Work/Specification:**
The American University of Afghanistan (AUAF) is requesting ISPs to submit their proposals for 80/80Mbps (1:1) internet connection to support existing and anticipated future data, voice, and video traffic. AUAF has many locally hosted application and online apps that requires utmost stable and fast connection. Details of the requirements are as follows.

**General Requirements:**
- The ISP must have experience with international NGO’s providing large amount of bandwidth.
The ISP must have a fully functional and 24/7 operational NOC (Network Operation Center), and customer service center situated in Kabul. And the related three level of contact details must be provided from the Management, Technical and the Help-Desk.

- The ISP must provide minimum of 99% uptime with full capacity of 80/80 Mbps.
- Prior notifications must be released for any service degradations, technical problems, and planned maintenance activities.
- The technical response time for resolving any faults must take less than an hour after reported.
- Maintenance & Operation, site visits, and etc. will be on ISP cost (AUAF won’t pay any charges).
- Delivery and installation period of equipment must be one week.
- The ISP should provide us two weeks of trial period to test the service. In case there was an issue in providing the test service the trial period would be extended. Payment for actual service would start after the trail period ends successfully.
- References of three clients shall be filled in Appendix B.

Specific Requirements:

- A dedicated 80/80Mbps primary internet connection from the fiber backbone is required.
- The connection from ISP to AUAF Main Campus could be through Microwave or WiMAX media.
- The ISP must provide online/live MRTG bandwidth monitoring system like Cacti and such.
- Latency should be less than 200 msec from router port to a peering point in the U.S., such as Google.com.
- Trace-route to Google.com should not exceed 10 hops.
- Provide DNS servers.
- Bandwidth is as follows:
  - Provide us with Subnet /28 (14 usable Public IP’s).
  - Our subnet/Link should not be behind any NAT/Proxy system.
  - Our subnet should be on a separate VLAN due to security concerns.
  - No content filtering should be applied on the provided link and IP subnet.
- ISP shall be capable to connect us to the Internet eBGP network, in case we might require to advertise our own public IPv4 subnet.
- Minimum of 50% backup link from Microwave backbone should be provided in case the primary fiber link is down, with specific charging terms and conditions applied.

Penalty Charges

Case 1: Total Outage

Guaranteed monthly SLA shall be 99% or 712.8 hours in 30 days. If service level reduces from total of agreed 712.8 hours in a 30 days period, then price for one day service fee shall be deducted for each hour of no Internet service beyond the 99% SLA.

For instance, following is an example of downtime calculation procedure.

<table>
<thead>
<tr>
<th>Outage From:</th>
<th>23-August-2017, 11:03 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outage To:</td>
<td>24-August-2017, 08:46 AM</td>
</tr>
<tr>
<td>Total Hours of Outage:</td>
<td>9 Hours 43 Minutes</td>
</tr>
<tr>
<td>Agreed 1% Outage:</td>
<td>7 Hours 20 Minutes</td>
</tr>
<tr>
<td>Penalty Downtime:</td>
<td>2 Hours 23 Minutes</td>
</tr>
</tbody>
</table>
Case 2: Partial Outage or in Backup Route

(a) In cases that the primary link at ISP side is down and our traffic is shifted to a microwave route with minimum of 50% capacity or 40/40 Mbps bandwidth or above, then charges shall be made according to the capacity provided and the link would be considered as up.
(b) In cases the primary link at ISP side is down and our traffic is shifted to a microwave route with less than 50% capacity or 40/40 Mbps bandwidth, the service would be considered as complete down and outage penalty charges would be applied according to Case 1.

Equipment:

- ISP owned recommended equipment for free until end of agreement.
- The equipment’s should be able to support 100/100Mbps.
- Any equipment’s provided must be new and purchased from the manufacturer, not refurbished or purchased from “secondary markets” or “independent re-furbishers.” Any equipment’s provided must meet the standards of the paragraph 3 of this RFP.

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Specification</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<td>3</td>
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<tr>
<td>4</td>
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<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Install Deliverable:

- Location for the fiber based Internet connection is Darul Aman Main Road, AUAF Compound, Kabul, Afghanistan.
- Provide online MRTG reporting of the bandwidth usage.
- Standards should be followed by installation of the cable from the antenna to the router. Outdoor cable covered by plastic pipe.

Final Presentation:

- Provided connection will be tested with various tools (bandwidth monitor, traffic monitor, due meter, MRTG and etc.).
- Uptime and downtime will be tested using various protocols to different servers in the Internet.
- Packet loss shall not exceed 0%.

Completion / Termination:

The duration of Internet service contract will be for one year with the possibility of extension depending on the quality of service, or AUAF may terminate the contract at any time due to poor performance, support and/or service.
Other Conditions:

- AUAF has to be informed 72 hours prior to any kinds of maintenance or any other disruption.
- AUAF has to be informed 1-month in advance before changing any public IP’s.
- The ISP can change the public IP’s only if AUAF has approved.

Provided Public IPs should not be blacklisted in any domain, if it happened it is the ISP’s responsibility to whitelist them.

Bill of Quantity

<table>
<thead>
<tr>
<th>No</th>
<th>Generic Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost USD</th>
<th>Total Cost USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provision of Internet Connection 80/80 Mbps, 1:1 Ratio Bandwidth; Based on the SOW described above</td>
<td>12</td>
<td>Months</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price in USD

7. Evaluation and Basis for Award:

The proposals will be evaluated by using the criteria set out below and best value to AUAF considering both technical and cost factors. AUAF will use the Trade-Off Process Method (FAR Part: 15.101-1). AUAF will consider 70 percent points for technical factors and 30 percent for cost factor.

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

In evaluating proposals, AUAF will use the following evaluation criteria and sub-criteria:

Eligibility of Proposals for Technical Evaluation Process:

<table>
<thead>
<tr>
<th>#</th>
<th>Eligibility Terms</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All interested ISPs must attend the “pre-bid/site visit session which dues on 10/25/2017. Proposals will not be considered from ISPs who do not attend the site visit and will be disqualified. (Does the company attended the pre-bid/site visit meeting?)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 2  | ISPs Must have a valid ATRA and AISA Licenses  
Proves should be attached If the License renewal is under process. (Does the company have ATRA and AISA Licenses?) |     |    |
Technical Proposal Factors for award:

<table>
<thead>
<tr>
<th>#</th>
<th>Parameter</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ISP must have at least three (3) years of past experience with International organizations or NGOs with similar scale and scope. For example, ISP must provide proven documents with contact details of at least three of its clients to which the ISP has provided Internet Services</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>ISP’s personnel qualifications &amp; experience. For Example, ISP has qualified technical and customer service personal with at least five (5) years of work experience in IT field to provide support in cases of link disruption or any other technical problem.</td>
<td>15</td>
</tr>
<tr>
<td>3</td>
<td>ISP has backup solution other than their primary up-link</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>ISP’s Support Services: For Example, ISP support team is available to answer questions and solve problems 24/7 via phone, email or chat. ISP has provided contact details of its support team and has agreed to answer all calls in under two minutes.</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>ISP has fully functional Network Operations Center in Kabul: For Example, ISP has necessary software and tools, such as an NMS and capable routing and switching devices, to manage Internet Service Provided to AUAF. ISP is able to provide access to AUAF IT team to visit their NOC.</td>
<td>15</td>
</tr>
<tr>
<td>6</td>
<td>Cost Score</td>
<td>30</td>
</tr>
</tbody>
</table>

Total: 100

Cost evaluation formula: (Cost Score x Lowest price among all offered proposals / Price of proposal being evaluated = Assigned Cost Score for Evaluated proposal)

Negotiations

Best offer proposals will be requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, AUAF reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Furthermore, AUAF reserves the right to conduct a competitive range and to limit the number of ISPs in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated ISPs, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of AUAF, ISP may be requested to conduct oral presentations. If deemed an opportunity, AUAF reserves the right to make separate awards per component or to make no award at all.

Offer Deadline

ISPs shall submit their proposals in hard copies.

Hard-copy offers must be received no later than 02:30 pm Kabul local time, on October 31, 2017 at the following address:

Hamayoon Qudosi
Subcontracts Specialist
AUAF new campus
Darul Aman Road, Kabul, Afghanistan

Emailed offers will not be considered. Faxed offers will not be considered.

ISPs are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of AUAF. AUAF cannot guarantee that late offers will be considered.
8. **Proposal Submission guidelines:**
Proposals must be submitted in hard-copy only.

A. **Instructions for the Submission of Hard-Copies**

ISPs wishing to respond to this RFP must submit proposals, in English, on A4 sized paper, 12-point Times New Roman font, single-spaced, in accordance with the following instructions.

All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical proposal
- Volume 2: Cost proposal

Proposal hard-copies must be submitted in sealed envelopes with one envelope containing the technical proposals and one envelope containing the cost proposal. Envelopes must be properly marked with the name of the ISP’s company or organization. In case one or more companies or organizations are submitting a proposal in partnership, the name of the legally registered entity leading the partnership must be used. Names should be clearly printed on the envelope and addressed to the person designated in I.2. Envelopes must be properly marked with the RFP number and title and state either “Technical Proposals” or “Cost Proposal”, as applicable.

An authorized representative of the company or organization submitting an offer must sign the cover page of each copy of the offer in blue ink. The Offeror’s authorized representative must initial any changes hand-written on the hard-copies of the offer.

The signed/stamped copy of the technical and cost proposals must be submitted in a CD using software compatible with PDF. The CD must be included in the envelope containing the hard-copies of the cost proposal.

The envelopes containing the technical and cost proposals must be submitted in person. Upon delivery, applicants will be issued a stamped receipt confirming timely submission.

A. **General Requirements**

AUAF anticipates issuing a subcontract to an Afghan based ISP company or organization, provided it is legally registered and recognized under the laws of Afghanistan and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

Companies and organizations that submit proposals in response to this RFP must meet the following requirements:

(i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Afghanistan upon award of the subcontract.

(ii) Companies or organizations must have a local presence in Afghanistan at the time the subcontract is signed.

(iii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.

ISPs may present their proposals as a member of a partnership with other companies or organizations. In such cases, the subcontract will be awarded to the lead company in the partnership. The leading
company shall be responsible for making all partnership arrangements, including but not limited to
division of labor, invoicing, etc., with the other company(ies). A legally registered partnership is not
necessary for these purposes; however the different organizations must be committed to work together
in the fulfillment of the subcontract terms.

B. Required Proposal Documents

1. Cover Letter

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

i. Name of the company or organization
ii. Type of company or organization
iii. Address
iv. Telephone
v. Fax
vi. E-mail
vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
viii. Taxpayer Identification Number
ix. Official bank account information
x. Other required documents that shall be included as attachments to the cover letter:
   a) Copy of registration or incorporation in the public registry, or equivalent document from
      the government office where the ISP is registered.
   b) Copy of company tax registration, or equivalent document.
   c) Copy of trade license, or equivalent document.
   d) Evidence of Responsibility Statement, whereby the ISP certifies that it has sufficient
      financial, technical, and managerial resources to complete the activity described in the
      scope of work, or the ability to obtain such resources. This statement is required by the
      Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 “Required
      Certifications”.
   e) Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 1 of this RFP.

2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: ISP’s registration with AISA and ARTA and ISP’s clear understanding of scope of work
  and its requirements, technical approach, methodology and detailed work plan. This part shall be
  between 5 and 15 pages long, but may not exceed 15 pages.

- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages
  long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the
  technical proposal and will not count against the page limit.

  ISPs shall propose staff for the following key personnel positions necessary for the
  implementation of the scope of work:

- Part 3: Corporate Capabilities, and Experience and Past Performance with similar scale and scope.
  This part shall be between 2 and 7 pages long, but may not exceed 7 pages.
Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. ISPs must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, ISPs must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the ISP’s performance, name and address of the company for which the work was performance, and email and phone number of the point of contact.

- Part 4: ISP’s functional NOC, Support Services and backup solutions. This part shall be between 2 and 7 pages long, but may not exceed 7 pages.

AUAF reserves the right to check additional references not provided by an ISP.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

3. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract.

The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, ISPs must include a detailed budget of their major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. to their per month cost. ISPs must show unit price per month, quantities and total price of twelve months. All items, services, etc. must be on ISP and to be included in their per month unit cost offered. All cost information must be expressed in US Dollars.

AUAF reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror’s proposed cost.

If it is an ISP’s regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, ISPs must explain the rates and the rates’ base of application in the budget narrative. AUAF reserves the right to request additional information to substantiate an ISP’s indirect rates.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

9. Others:

(A) AUAF as a non-for-profit educational institution expects to be charged no more than standard humanitarian agency rates. AUAF will not pay any of the bidders’ cost of preparing their proposals under this RFP.

(B) Validity Period: Offerors’ proposals must remain valid for 90 business days after the proposal deadline.
Annex 1    Cover Letter

[Offeror: Insert date]

[Insert name of point of contact for RFP]
[Insert designation of point of contact for RFP]
[Insert project name]
[Insert project office address]

Reference: Request for Proposals [Insert RFP name and number]

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

Dear Mr./Mrs. [Insert name of point of contact for RFP]:

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

Name of Organization’s Representative __________________________
Name of Offeror: ___________________________________________
Type of Organization: _________________________________________
Taxpayer Identification Number _________________________________
Address: ___________________________________________________
Address: ___________________________________________________
Telephone: _________________________________________________
Fax: _______________________________________________________
E-mail: ____________________________________________________

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for [insert number of days, usually 60 or 90] calendar days after the proposal deadline.

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

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

I. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
II. Copy of company tax registration, or equivalent document.
III. Copy of trade license, or equivalent document.
IV. Evidence of Responsibility Statement.

Sincerely yours,

__________________________
Signature

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

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the subcontract will be funded under a United States government-funded project, it is important that all offerors’ budgets conform to this standard format. It is thus recommended that offerors follow the steps described below.

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each deliverable. The cost proposal should provide the best estimate of the costs associated with each deliverable, which should include labor and all non-labor costs, e.g. other direct costs, such as fringe, allowances, travel and transport, etc.

Other direct costs, i.e. non-labor, include for example the following:

1. Local travel and transportation, and associated travel expenses, if applicable,
2. Lodging and per diem expenses associated with travel, if applicable,
3. Rent
4. Utilities
5. Communications
6. Office supplies

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on the following page.

Step 4: Write Cost Notes. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable.

FAR Clauses which will be incorporated by reference in the contract:
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.
Annex 3
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.

**Prohibition on Assistance to Drug Trafficking Participent 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;
   "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) 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 ____________________ 

   (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 _____________________

AUAF-RFP-17-014 internet services for one year for AUAF Campuses
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.

(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 _____________________

AUAF-RFP-17-014 internet services for one year for AUAF Campuses
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 o has not o, 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, 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 nonresponsible.

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

The proposal for AUAF 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: ___________________________
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.
APENDIX A

ISP’S BUSINESS LICENSES

Please attach both here
APENDIX B

SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE AND PAST PERFORMANCE

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

Projects should have been undertaken in the past three years (i.e. 2014, 2015 and 2016).

<table>
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<th>No</th>
<th>Project Title and Description of Activities</th>
<th>Location Province/District</th>
<th>Client Name/Tel #</th>
<th>Cost in US$</th>
<th>Start Dates</th>
<th>End Dates</th>
<th>Completed on Schedule (Yes/No)</th>
<th>Subcontractor or Prime Contractor?</th>
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