



Strong Hubs for Afghan Hope and Resilience

Request for Proposal (RFP)

No. RFP-SHAHAR-KBL-022

Municipal Governance Study Tour to Georgia

Issue Date: June 15, 2019

WARNING: Prospective Offerors, who have received this document from a source other than the SHAHAR project, should immediately contact SHAHAR and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued to offerors via email.

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Synopsis of the RFP

RFP No.	RFP-SHAHAR-KBL-022
Issue Date	June 15, 2019
Title	Municipal Governance Study Tour to Georgia
Issuing Office	SHAHAR Procurement Department
Deadline for Receipt of Questions	June 18, 2019 at 4:00 pm local time All communications regarding this solicitation are to be made solely through the Issuing Office and must be submitted via email to ProcurementSHAHAR@shaharaf.org .
Deadline for Receipt of Proposals	Proposals are due in Kabul no later than 4:00 PM local time on June 22, 2019 . Submit Soft copy of your quotation via email to ProcurementSHAHAR@shaharaf.org .
Point of Contact	ProcurementSHAHAR@shaharaf.org
Anticipated Award Type	Firm Fixed Price Purchase Order (FFPPO)
Basis for Award	An award will be made based on the best value method. The award will be issued to the responsible and reasonable offeror, who provides the best value to DAI and its client using a combination of technical and cost/price factors.

1. Introduction and Purpose

1.1 Purpose

DAI, the implementer of the USAID-funded Strong Hubs for Afghan Hope and Resilience (SHAHAR) project, invites qualified offerors to submit proposals for the ***Municipal Governance Study Tour*** in support of program implementation.

The objective of the municipal governance study tour to Georgia is to build the capacity of the Afghan Deputy Ministry of Municipalities/Independent Directorate of Local Governance (IDLG), provincial municipalities and Municipal Advisory Boards (MABs) to design and implement legal, regulatory and institutional frameworks and cost-effective service delivery mechanisms for Afghanistan's rapidly urbanizing municipalities. Tbilisi has been chosen as suitable city for the proposed study tour, as participants will be able to engage in a series of meetings, workshops and site visits with high-level officials of key Georgian government institutions, non-governmental agencies, municipal associations, public-private partnerships, and a broad spectrum of service delivery mechanisms functioning in an environment that can be contextualized to be relevant to Afghanistan. These meetings and site visits will support the DMM in its efforts to: (1) strengthen the human and institutional capacity of Afghan municipalities; (2) help municipalities become more resilient, transparent, self-sustaining, and capable of meeting citizen priorities and service delivery needs; and (3) build the capacity of Municipal Advisory Boards (MABs) to provide citizens a voice in municipal decision-making processes.

1.2 Issuing Office

The Issuing Office is the Kabul SHAHAR office noted in the synopsis, and the email is ProcurementSHAHAR@shaharaf.org, which is the sole point of contact at DAI for the purposes of this RFP. Any prospective Offeror who fails to register their interest in submitting a proposal to this office assumes complete responsibility in the event that they do not receive direct communications (amendments, answers to questions, etc.) prior to the closing date.

1.3 Type of Award Anticipated

DAI anticipates awarding a Firm Fixed Price Purchase Order. The type of award is subject to change during the course of negotiations.

A Firm Fixed Price Purchase Order is an award for a total firm fixed price, for the provision of specific services, goods, or deliverables and is not adjusted if the actual costs are higher or lower than the fixed price amount. Offerors are expected to include all costs, direct and indirect, into their total proposed price.

2. General Instructions to Offerors

2.1 General Instructions

“Offeror”, “Subcontractor”, and/or “Bidder” means firm proposing the work under this RFP. “Offer” and/or “Proposal” means the package of documents the firm submits to propose the work.

Offerors wishing to respond to this RFP must submit proposals, in English, in accordance with the following instructions. Offerors are required to review all instructions and specifications contained in this RFP. Failure to do so will be at the Offeror's risk. If the solicitation is amended, then all terms and conditions not modified in the amendment shall remain unchanged.

Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order. Offerors will not be reimbursed for any costs associated with the preparation or submission of their proposal. DAI shall in no case be responsible for liable for these costs.

- **Proposals are due in Kabul no later than 4:00 pm local time on June 22, 2019.** Submit one (1) Soft copy of your quotation via email to ProcurementSHAHAR@shaharaf.org.
- Contracts, completion certificates, recommendation letters and appreciation letters related to the previous study tours may be submitted to the SHAHAR Kabul office. Email ProcurementSHAHAR@shaharaf.org for directions to the office, and to make arrangements for delivery.
- Late offers will be rejected except under extraordinary circumstances at DAI's discretion.

The submission to DAI of a proposal in response to this RFP will constitute an offer and indicates the Offeror's agreement to the terms and conditions in this RFP and any attachments hereto. DAI reserves the right not to evaluate a non-responsive or incomplete proposal.

2.2 Proposal Cover Letter

A cover letter shall be included with the proposal on the Offeror's company letterhead with a duly authorized signature and company stamp/seal using Attachment B as a template for the format. The cover letter shall include the following items:

- The Offeror will certify a validity period of ninety (90) calendar days for the prices provided.
- Acknowledge the solicitation amendments received.
- Acceptance of SHAHAR standard payment terms upon submission and acceptance of an invoice.
- Provide DUNS number

2.3 Questions regarding the RFP

Each Offeror is responsible for reading and complying with the terms and conditions of this RFP. Requests for clarification or additional information must be submitted in writing via email to ProcurementSHAHAR@shaharaf.org No questions will be answered by phone. Any verbal information received from a SHAHAR employee or other entity shall not be considered as an official response to any question regarding this RFP.

Copies of questions and responses will be distributed in writing to all prospective bidders who are on record as having registered their interest in submitting a proposal in response to this RFP.

2.4 Instructions for the Preparation of Technical Proposals

The proposals shall be submitted in sealed envelopes to SHAHAR office in Kabul or through procurementSHAHAR@shaharaf.org.

The technical proposal shall be comprised of the following sections:

Qualifications	Documents Required <i>(to be submitted with Quote)</i>
Relevant Experience – Vendor must possess specialized experience implementing study tours in the area of local governance.	<ul style="list-style-type: none"> • Summary of your firm's experience designing and implementing study tours in the area of local governance. • Copies of the cover page or completion letters for <u>2 previous contracts</u> must be submitted.
Location - Vendor must have an office or space in Georgia with staff physical present in country to allow for timely and effective coordination of the study tour.	<ul style="list-style-type: none"> • Include a description of your local Georgia office/s and staff.

<p>Successful Past Performance – Vendor must possess positive past performance with local governance study tours including quality of work, and compliance with performance schedules.</p>	<p><u>Submit at least 2 reference letters</u> which document your firm’s positive past performance with local governance study tours.</p>
<p>Network - Vendor must possess an established network of local government officials and other relevant contacts in Georgia to effectively reach out and arrange site visits.</p>	<ul style="list-style-type: none"> • Submit a brief description of your firm’s network of local government officials and other relevant contacts.
<p>Professional Qualifications of Proposed Staff - Do the proposed staff possess the experience and capabilities needed to carry out the Scope of Work?</p>	<ul style="list-style-type: none"> • CVs of proposed facilitators/ key staff must be included with the quote.
<p>Cost Justification of Quote – Daily rates and total prices per deliverable must be reasonable, within market value and may not exceed rates charged to other USG funded projects/clients.</p>	<ul style="list-style-type: none"> • Submit documentation that the daily labor rates proposed here do not exceed those charged to other USG funded projects for design and coordination of study tours. (Some inflation will be allowed for projects from previous years.)

2.5 Technical Evaluation Criteria

Each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost/Price proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost/price, when combined, are considered approximately equal to cost/price factors.

Evaluation Criteria	Maximum Points
Relevant Experience & Successful Past Performance	35 points
Network	20 points
Professional Qualification of Proposed Staff	20 points
Cost Justification of Quote	15 points
Total Points	100 points

3. Instructions for the Preparation of Cost/Price Proposals

3.1 Cost/Price Proposals

Cost/Price proposals shall be submitted to procurementSHAHAR@shaharaf.org in a separate attachment from technical proposal, and shall be clearly named as “VOLUME II: COST/PRICE PROPOSAL”. Local organizations should submit their cost proposal in Afghani currency (AFN) and international organizations should submit in US Dollars (USD).

The purchase order will be awarded on a fixed price basis, with payments based on completion and DAI/USAID acceptance of deliverables.

- a) Detailed Budget Although the purchase order will be fixed price, for the purposes of determining cost reasonableness and realism, Offerors must provide a detailed budget showing major line items, e.g. salaries, local and international travel costs and per diem, cost for broadcasting airtime, other direct costs, indirect rates and fees. Individual line items such as salaries or rates for proposed staff, types of allowances, etc. Offerors must show unit prices, quantities and total price as outlined in Attachment C, Price Schedule.
- b) Budget Narrative The budget shall be accompanied by a narrative that explains the basis for every cost element or line item, and how the amount is reasonable. Supporting information shall be provided in sufficient detail to allow for a cost reasonableness review for each element/item.

Indirect rates, e.g. overhead, fringe, G&A must be explained and the rates' basis of application included in the budget narrative.

It is important to note that Value Added Tax (VAT) shall be included on a separate line; these services are eligible for VAT exemption under the DAI prime contract. The Subcontractor is responsible for all other applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

4. Basis of Award

4.1 Best Value Determination

An award will be made based on the best value method. The award will be issued to the responsible and reasonable offeror, who provides the best value to DAI and its client using a combination of technical and cost/price factors.

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. DAI may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

DAI may award to an Offeror without discussions. Therefore, the initial offer **must contain the Offeror's best price and technical terms.**

4.2 Responsibility Determination

DAI will not enter into any type of agreement with an Offeror prior to ensuring the Offeror's responsibility. DAI may exclude an offer from consideration if it determines that an Offeror is "not responsible", i.e., that it does not have the management and financial capabilities required to perform the work required.

When assessing an Offeror's responsibility, the following factors are taken into consideration:

- Does the Offeror possess adequate financial resources to finance and perform the work or the ability to obtain financial resources without receiving advance funds from DAI?
- Does the firm have the ability to comply with required or proposed delivery or performance schedules?
- Does the Offeror have a satisfactory past performance record?
- Does the Offeror have a satisfactory record of integrity and business ethics?
- Does the vendor possess the necessary organization, experience, accounting and operational controls and technical skills?
- If the award amount exceed \$25,000 USD, does the Offeror possess a DUNS number, and if not, is the vendor willing to obtain one prior to award?
- The source, origin and nationality of the products or services are not from or transmit through a Prohibited Country such as Iran.

- The company or any of its key individual's do not appear on any of the debarred or excluded parties lists in the following databases: SAM, OFAC, and UN.
- The Offeror receives a positive determination from the USAID Vetting Support Unit.

To assist DAI-SHAHAR in making a responsibility determination, the following documents must be included in the proposal:

1. Your organization's DUNS number. If you do not yet have a number, request Attachment D from DAI which includes instructions on how to obtain DUNS.

5. Anticipated post-award Deliverables

Upon award of a Firm Fixed Price Purchase Order, the Vendor will provide the following deliverables:

Municipal Study Tour to Georgia

Municipal Governance Study Tour Assumptions

- The study tour will consist of 8 days and 7 nights (Sunday – Sunday), including 2 travel days, 5 days devoted to study tour program, 1 free day. (For example, arrive on Sunday, conduct study tour Monday through Friday, free day on Saturday, and return on Sunday.)
- The study tour will take place in Tbilisi, Georgia. All 7 nights will be spent in Tbilisi.
- The study tour will take place in August 2019 (ideally August 4 – 11).
- The study tour will include six total participants (four mayors, one DMM representative and one DAI SHAHAR representative).

1.) Inspection & Acceptance

The designated DAI Project Manager will inspect the services and products being provided to determine whether it is being provided in a satisfactory manner, and that all products are of acceptable quality and standards. The subcontractor shall be responsible for any countermeasures or corrective action, within the scope of this RFP, which may be required by the DAI Chief of Party as a result of such inspection.

2.) Compliance with Terms and Conditions

a) General Terms and Conditions

Offerors agree to comply with the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment G.

b) Source and Nationality

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 and nationality of goods and services and ensure (to the fullest extent possible) that DAI does not procure any goods or services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. OFAC sanctioned countries may be searched within the System for Award Management (SAM) at www.SAM.gov. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. Goods may not transit through, be routed through, or be assembled in comprehensive sanctioned origin or nationality countries nor can the vendor be owned or controlled by a prohibited country. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.

By submitting a proposal in response to this RFP, Offerors confirm that they are not violating the Source and Nationality requirements of the goods or services being offered and that the goods and services comply with the Geographic Code and the exclusions for prohibited countries outlined above.

5.1 Data Universal Numbering System (DUNS)

There is a **mandatory** requirement for your organization to provide a DUNS number to DAI. The Data Universal Numbering System is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a "DUNS number" to a single business entity. Without a DUNS number, DAI cannot deem an Offeror "responsible" to conduct business with and therefore, DAI will not enter into a subcontract/purchase order or monetary agreement with any organization. The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a DUNS number to DAI. Offerors who fail to provide a DUNS number will not receive an award and DAI will select an alternate Offeror.

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 Offerors sign the self-certification statement if the Offeror claims exemption for this reason.

For those required to obtain a DUNS number, please contact SHAHAR Procurement to request instructions for obtaining a DUNS Number.

3.) Procurement Ethics

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 either the Offeror or the DAI staff may report violations 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. 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.

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.

Attachment A: Scope of Work for Services or Technical Specifications

A. Municipal Governance Study Tour Objectives

The objective of the municipal governance study tour to Georgia is to build the capacity of the Afghan Deputy Ministry of Municipalities/Independent Directorate of Local Governance (IDLG), provincial municipalities and Municipal Advisory Boards (MABs) to design and implement legal, regulatory and institutional frameworks and cost-effective service delivery mechanisms for Afghanistan's rapidly urbanizing municipalities. Tbilisi has been chosen as suitable city for the proposed study tour, as participants will be able to engage in a series of meetings, workshops and site visits with high-level officials of key Georgian government institutions, non-governmental agencies, municipal associations, public-private partnerships, and a broad spectrum of service delivery mechanisms functioning in an environment that can be contextualized to be relevant to Afghanistan. These meetings and site visits will support the DMM in its efforts to: (1) strengthen the human and institutional capacity of Afghan municipalities; (2) help municipalities become more resilient, transparent, self-sustaining, and capable of meeting citizen priorities and service delivery needs; and (3) build the capacity of Municipal Advisory Boards (MABs) to provide citizens a voice in municipal decision-making processes.

B. Scope of Work & Anticipated Post Award Deliverables

B.1. Municipal Governance Study Tour Assumptions

- The study tour will consist of 8 days and 7 nights (Sunday – Sunday), including 2 travel days, 5 days devoted to study tour program, 1 free day. (For example, arrive on Sunday, conduct study tour Monday through Friday, free day on Saturday, and return on Sunday.)
- The study tour will take place in Tbilisi, Georgia. All 7 nights will be spent in Tbilisi.
- The study tour will take place in August 2019 (ideally August 4 – 11).
- The study tour will include six total participants (four mayors, one DMM representative and one DAI SHAHAR representative).

B.2. Scope of Work

In support of the Municipal Governance Study Tour, the vendor will manage and facilitate payment for all in-country travel and logistics, as well as translation services during the one-week study tour. Specifically, the vendor shall complete the following activities and tasks:

- a) **Technical Design and Coordination:** Design and coordinate a program and schedule that includes in meetings, workshops and site visits that allow participants to engage with high-level officials of key Georgian government institutions, non-governmental agencies, municipal associations, public-private partnerships, and a broad spectrum of service delivery mechanisms functioning in an environment that can be contextualized to be relevant to Afghanistan. Key areas of focus in to incorporate into the program design include: (1) Revenue Generation/Mobilization; (2) Public Private Partnerships; (3) Governance, Peace and Stability, including the role of local/municipal government in the peace building process; (4) Local Economic Development and Job Creation; (5) Gender Mainstreaming and; (6) Service Delivery/One-stop-shops/Citizen Service Centers
- b) **Provision of All In-Country Ground Transportation:** Manage and coordinate all in-country ground transport including supply of mini-bus for transportation of study tour participants in Tbilisi; ground transport from airport to hotel, from hotel to meetings, and to lunches and dinners. Provide meet and greet service at the airport and facilitate movement to the mini-bus or other transport.

- c) **Provision of Meeting Spaces:** Coordinate and reserve any meetings spaces necessary to hold visits, workshops, etc. with key officials and counterparts.
- d) **Provision of Stationary and Printing of Materials:** Prepare and print any necessary materials for meetings.
- e) **Resolve any Issues with Local Hotels/Transport/Air Travel.** Resolve any issues with hotels, transportation (minibus and in-country air) and coordinate changes, as required.
- f) **Provide Consecutive Translation Services:** Identify and provide 2 high level translators for consecutive translation services. Translators must be fluent in Georgian and Dari (Farsi) and English.
- g) **Provision of Professional Photo and Video Services:** Key meetings and presentations during the study tour shall be videotaped, and photos taken to record the events.

B.3. Additional Requirements for the Vendor

- The selected travel/tour/logistics firm will maintain regular and timely communication with local counterparts, as well as with the DAI-SHAHAR Study Tour Management during the planning and at all times during the study tour.
- A senior representative of the vendor must be physically present for the initial orientation meeting and at all times when the group moves from one location to another.

C. Qualifications and Documents to be submitted with Quote

Qualifications	Documents Required <i>(to be submitted with Quote)</i>
Relevant Experience – Vendor must possess specialized experience implementing study tours in the area of local governance.	<ul style="list-style-type: none"> • Summary of your firm’s experience designing and implementing study tours in the area of local governance. • Copies of the cover page or completion letters for <u>2 previous contracts</u> must be submitted.
Location - Vendor must have an office or space in Georgia with staff physical present in country to allow for timely and effective coordination of the study tour.	<ul style="list-style-type: none"> • Include a description of your local Georgia office/s and staff.
Successful Past Performance – Vendor must possess positive past performance with local governance study tours including quality of work, and compliance with performance schedules.	Submit <u>at least 2 reference letters</u> which document your firm’s positive past performance with local governance study tours.
Network - Vendor must possess an established network of local government officials and other relevant contacts in Georgia to effectively reach out and arrange site visits.	<ul style="list-style-type: none"> • Submit a brief description of your firm’s network of local government officials and other relevant contacts.
Professional Qualifications of Proposed Staff - Do the proposed staff possess the experience and capabilities	<ul style="list-style-type: none"> • CVs of proposed facilitators/ key staff must be included with the quote.

needed to carry out the Scope of Work?	
Cost Justification of Quote – Daily rates and total prices per deliverable must be reasonable, within market value and may not exceed rates charged to other USG funded projects/clients.	<ul style="list-style-type: none"> Submit documentation that the daily labor rates proposed here do not exceed those charged to other USG funded projects for design and coordination of study tours. (Some inflation will be allowed for projects from previous years.)

In addition to the above mentioned, offerors should submit a detailed work plan (2-5 pages) and propose staff for personnel positions necessary for the implementation of the scope of work:

D: Labor Rates and Proposed LOE

Labor necessary to complete the required deliverables in under C.

Position	Daily Rate - USD	LOE	Total
Technical Consultant			
Coordination Assistant			
Other			
Other			

Attachment B: Proposal Cover Letter

[On Firm's Letterhead]

<Insert date>

TO: [Click here to enter text.](#)

DAI Global LLC.

We, the undersigned, provide the attached proposal in accordance with RFP- SHAHAR-KBL-022 Municipal Governance Study Tour to Georgia issued on June 15, 2019 Our attached proposal is for the total price of <Sum in Words (AFN 0.00 Sum in Figures) >.

I certify a validity period of 90 days for the prices provided in the attached Price Schedule/Bill of Quantities. Our proposal shall be binding upon us subject to the modifications resulting from any discussions. We acknowledge and accept SHAHAR payment terms upon delivery, and the submission and acceptance of an invoice.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: [Click here to enter text.](#)

Name of Firm: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

DUNS#:

Company Seal/Stamp:

Attachment C: Price Schedule

The offerors should prepare their cost for each line item in the table below in accordance to the scope of work described in this solicitation.

S.No	Description / Title	Unit	Cost USD	Total USD
1	Ground Transportation (Mini Bus for 10-12 people)			
2	Meeting Space			
3	Translation Services			
4	Professional Photo and Video Services			
5	Travel Agency, Fees for Management of In-Country Travel + Logistics			
6	Stationary and Printing of Materials			
7	Technical Design & Coordination			
8	Appreciation Gift to Key Municipal official			
	Grand Total			

Attachment D: Past Performance Form

Include projects that best illustrate your firm’s experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past six years may be taken into consideration at the discretion of the evaluation committee.

#	Project Title	Description of Activities	Location Province/ District	Client Name/Tel No	Cost in US\$	Start-End Dates	Complete d on schedule (Yes/No)	Completion Letter Received? (Yes/No)	Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)
1									
2									
3									
4									
5									

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 prohibit 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 tiers 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.
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/eofac/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.

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.

SHAHAR SPECIAL CLAUSES

17. Authorized Geographic Code

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](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

Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, DAI is required to withhold "contractor" taxes from the gross amounts payable to all Afghan for-profit subcontractors/vendors with aggregate amounts of \$1,000.00 US Dollars or greater and transfer this to the Ministry of Finance. In accordance with this requirement, DAI shall withhold two percent (2%) tax from all gross invoices to Afghan subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce license. For subcontractors/vendors without active AISA or Ministry of Commerce license, DAI shall withhold seven percent (7%) "contractor" taxes per current Afghanistan Tax Law.

Before the signing of this Agreement, the subcontractor/vendor will provide a copy of the organization's AISA or Ministry of Commerce 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 DAI.

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 OFAC's 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>. 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>.

(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)

Attachment F: Proposal Checklist

Offeror: _____

Have you?

- Submitted your electronic proposal to DAI to ProcurementSHAHAR@shaharaf.org As specified in the RFP instructions?

Does your proposal include the following?

- Signed Cover Letter (*use template in Attachment B*) which includes the DUNS number
- Response to each of the evaluation criteria
- CVs for proposed personnel (key positions)** included as an appendix to the Technical Proposal?
- Completed **Past Performance Chart** (Attachment F) with a list of previous study tours of similar scope implemented in Afghanistan over the last 3 years?
- Copies of the cover page of **three (3) previous awards** for study tours with similar scope?
- Three (3) past performance references letters** for study tours of similar media campaigns?
- Description of the Offeror's corporate capabilities** which outlines management capacity and experience of study tours?