



Strong Hubs for Afghan Hope and Resilience

Request for Quotations (RFQ)

No. RFQ-SHAHAR-KBL-0331

Provision of Expendable IT Equipment, Software and Rehabilitation of Server
Room for Implementation of IFMS

Issue Date: June 17, 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 RFQ 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.

Request for Quotation

1. RFQ No.	RFQ-SHAHAR-KBL-0331
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2. Issue Date	June 17, 2019
3. Title	Provision of Expendable IT Equipment, Software & Rehabilitation of Server Room for Implementation of IFMS
4. Issuing Office & Email/Physical Address for Submission of Quotes	SHAHAR Procurement ProcurementSHAHAR@shaharaf.org OR Hard copy submits to issuing procurement Agent.
5. Deadline for Receipt of Quotes.	03:00 pm local time Kabul on June 24, 2019 submit via email to ProcurementSHAHAR@shaharaf.org OR Hard copy submits to issuing procurement Agent.
6. Point of Contact	ProcurementSHAHAR@shaharaf.org
7. Anticipated Award Type	Purchase Order
8. Basis for Award	An award will be made to the responsible bidder whose bid is responsive to the terms of the RFQ and is most advantageous to DAI, considering price or/and other factors included in the RFQ. To be considered for award, bidders must meet the requirements identified in Section 12, "Determination of Responsibility."
9. General Instructions to Bidders	<ul style="list-style-type: none"> • Final Quotations due by 03:00 pm local time Kabul on June 24, 2019. Late offers will be rejected except under extraordinary circumstances at DAI's discretion. • Offeror to submit their quotation via email to ProcurementSHAHAR@shaharaf.org • Include a statement that the vendor fully understands that their quote must be valid for a period of ninety (90) days. • Bidders shall sign and date their quotation. • Bidders shall complete Attachment C: Price Schedule template. • These services are eligible for VAT exemption under the DAI prime contract. • The payment will be made upon submission and acceptance of an invoice/Release Order. • The amount will be transferred only to the company account not to any individual account. • DAI/SHAHAR reserves the rights to cancel or terminate the FFPO if the company is not able to provide the satisfactory services.
10. Questions Regarding the RFQ	Each Bidder is responsible for reading very carefully and understanding fully the terms and conditions of this RFQ. All communications regarding this solicitation are to be made solely through the Issuing Office and must be submitted via email or in person at the site visit to the Issuing Office no later than the date specified above. All questions received will be compiled and answered to all interested Bidders.
11. Technical Specifications and requirements for Technical Acceptability	<p>For scope of work and technical specification please refer to Attachments B & C.</p> <ul style="list-style-type: none"> • Only IT Solutions companies and IT Services companies should quote for this RFQ • The offerors should have relevant IT supply and networking services experience with other national and international organization and copies of their

	<p>contracts, appreciation certificates, recommendation letters and completion certificates should be submitted.</p> <ul style="list-style-type: none"> • The offeror should quote for the same items specified in the price schedule. If alternatives are proposed specification including part numbers should be provided by the offerors. • Vendor will maintain liability insurance, and at no time shall DAI accept responsibility for any injury or damage to staff or equipment in the carrying out the required services. • If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. • Vendors shall acknowledge receipt of any amendment to this solicitation by identifying the RFQ and amendment number(s) and date(s) in the submittal letter accompanying the offer. • All unit prices must be inclusive of final delivery to SHAHAR Kabul office and Kabul Municipality. Final delivery includes all transportation costs and labor necessary to deliver the required services. • Provide the Summary of Relevant Capability, Experience and Past Performance.
12. Determination of Responsibility	<p>DAI will not enter into any type of agreement with a vendor prior to ensuring the vendor's responsibility. When assessing a vendor's responsibility, the following factors are taken into consideration:</p> <ol style="list-style-type: none"> 1. Provide copies of the required AISA, Ministry of Commerce business licenses or municipality trading license to operate in Afghanistan. 2. Evidence of a DUNS number, if applicable. 3. The source, origin and nationality of the services are not from a Prohibited Country (explained below). 4. Ability to comply with required or proposed delivery or performance schedules. 5. Pursuant to USAID Mission Order 201.04 (4-14.001), SHAHAR is required to vet all non-US parties selected for the award of a subcontract/procurements equal to or in excess of the Afghani equivalent to USD \$25,000. Please be prepared to complete and submit the Attachment C PIF and provide all supporting documentation to the Procurement Unit if requested to do so. The vetting process may take up to 4 weeks to complete.
13. Geographic Code	<ul style="list-style-type: none"> • Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries. • Geographic Code 937: Goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries: excluding prohibited countries. A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at: http://www.usaid.gov/policy/ads/300/310maa.pdf and http://www.usaid.gov/policy/ads/300/310mab.pdf respectively.

	<ul style="list-style-type: none"> • DAI must verify the source, nationality and origin, of goods and services and ensure (to the fullest extent possible) that DAI does not procure any services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI. • By submitting a quote in response to this RFQ, Bidders confirm that they are not violating the Source and Nationality requirements and that the services comply with the Geographic Code and the exclusions for prohibited countries.
14. Data Universal Numbering System (DUNS)	<p>All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$25,000 and above are required to obtain a DUNS number prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Bidders sign the self-certification statement if the Bidder claims exemption for this reason. For those required to obtain a DUNS number, you may request Attachment E: Instructions for Obtaining a DUNS Number.</p> <p>For those not required to obtain a DUNS number, you may request Attachment F: Self-Certification for Exemption from DUNS Requirement</p>
15. Compliance with Terms and Conditions	<p>Bidder shall be aware of the general terms and conditions for an award resulting from this RFQ. The selected Bidder shall comply with all Representations and Certifications of Compliance listed in Attachment D.</p>
16. Procurement Ethics	<p>By submitting an Bidder, Bidders 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. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Bidders 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.</p>

Note:

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

Attachment A: Cover Letter

We, the undersigned, provide the attached quote in accordance RFQ-SHAHAR-KBL-0331 dated _____.

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Email:

Company Seal/Stamp:

Statement of Work (SoW)

Installation of Network Cabling - Kabul Municipality Districts

The contractor is required to do the network cabling in the 22 district offices of the Kabul Municipality (KM). The cabling should be performed by a team of network professionals who understand computer network infrastructure and design.

The contractor shall require to start the cabling parallel in 5 districts (at least). The network cabling should be completed in all 22 districts within 15 (fifteen) working days.

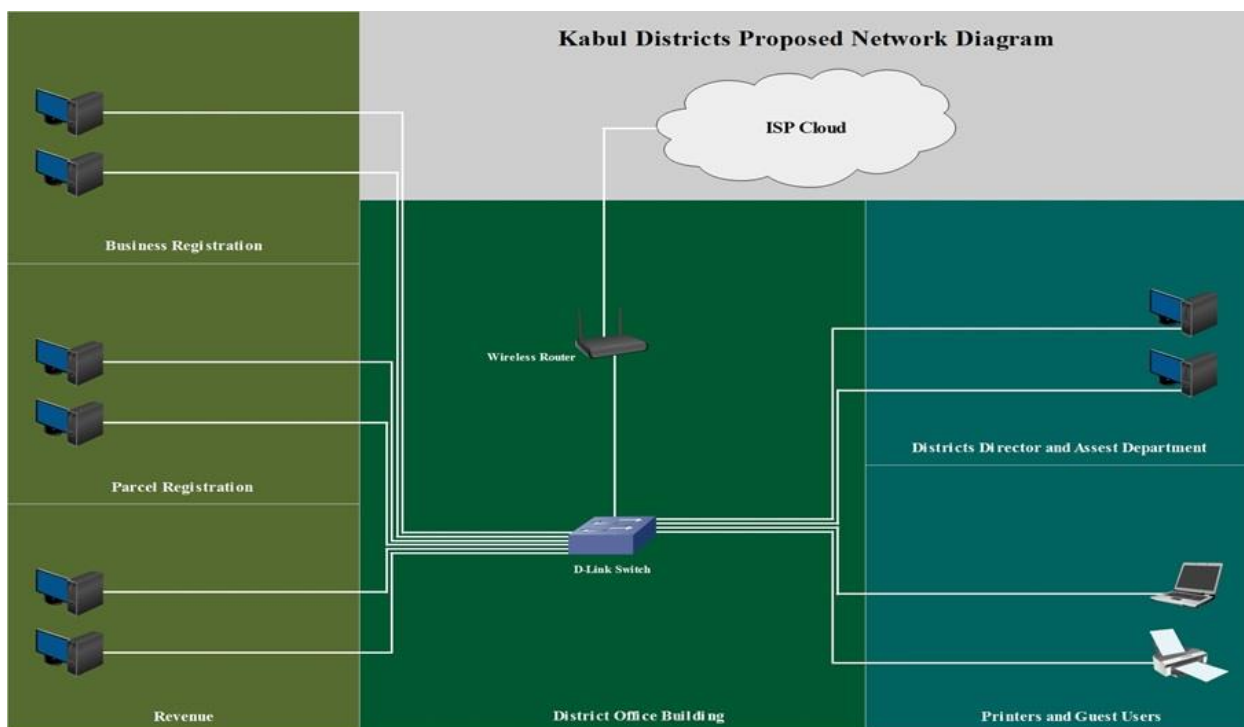
The contractor shall require to use the materials for the network cabling as per the specifications and quality mentioned as below:

- Face plate+IO+back box infalink,
- CAT6 100% copper cable, inflink
- Ducting should be PVC KSS

The contractor is required to install 10 indoor network points in each district offices as:

- 10 X 22 = 220 Network points total
- Ducting, and installation of wall sockets,
- Installation of network rack, switch, Patch panel & cable manager,
- Port labeling, both on the sockets and in the network rack,
- Testing for all network points.

Note: Cable Manager, Patch Panel, Switch, and Wall-Mounted Rack will be provided by DAI/SHAHAR, as these equipment requested in the list of supplies.



Statement of Work for Rehabilitation of Kabul Municipality Datacenter

Description:

The Kabul Municipality (KM) server room (datacenter) located in the fourth floor that has a size of 16 m². The room has one large window with the size of (3.7 m²) & one small with the size (3.7 m²), and an entrance door with the size of (1 m²). The room has an old raised floor, network cabling, and power system.

The contractor is required to rehabilitate the room and furnished it to a standard datacenter. The main statement of work is as following:

1. Installation of Raised Floor:

The server room existing raising floor sheets need replacement. Therefore, installation of a good quality raised flooring for the server room is required. The sheets should be installed on the floor to protect from water, electrical shock and fire. The room currently has raised floor sheets are broken, however the brackets and stands are working properly. So, there is a need to replace the sheets only. However, contractor can visit the site and check the condition. Under the raised floor, normal metal tray should be installed to organize the power and data cables separately. The room size is 16 m² (4.70 x 3.2).

2. Construction of Strong Metal Door:

A strong blast proof metal door should be installed in the entrance of the room to protect the server room. The door material should be a new metal with the 5mm thickness one side. The metal door should be scalable to allow installation of bio metric lock system as well as manual lock. Note (*An Access Control – iFace 302 is already ordered in the list of equipment*). There is a small window at the top of the door with a size of 2.00 x 0.5 that need be covered with a metal sheet as well. The small windows should accommodate a hole for cable ducts of 10cm. The door size is 2.07 m² (2.16x0.96).

The door should be painted with Half-White color, same as the color of the datacenter, and a signboard should be installed on door. The text of the signboard will be provided later during the installation.

3. Installation of room window:

The server room has a window with a size of 3.7m². The plan is to cover most part of the window with bricks, and in a small portion a metal window should be contracted to allow future work and installation at the external side of the building when required. The metal window should protect the room from dust, heat and theft. A space (Hole) should be allowed to run the cables that connected to the room from outside. Such as power cable, grounding cable, internet cables, AC exhaust pipe. There should separate ducts/pipes for electrical cables, internet/data cables, and one for AC's exhaust. The metal window should be a strong 5mm metal and properly installed with a door that opens inside.

The brick wall size is 3.7 m², and the window size is 100x80cm (Height x Width). The window color should be same as the room's color (half-white). See diagram below for the design of the windows.

4. Server Room painting

The entire server room should be painted with a half-white color, and good quality paint material should be used.

5. Installation of Power System and Network Cabling:

- a) Installation of power grounding for the server room. A proper ground system should be installed in the yard of the Kabul Municipality, and terminated to the room to avoid electrical shock and damage.

All electrical equipment including racks, server, stabilizer, UPS etc should be connected to the ground cable for safety reason. The approximate ground cable length is 70 meters.

- b) Installation of a small sub panel (Power Board) including breaker inside the server room which will distribute electricity power to the stabilizer, UPS, lights, sockets & A/C. The power board should be able to control III phase power and should have separate control fuse for power to stabilizer, AC and lights, one for each. In order to extend power from UPSs to rack and PDUs, there should a breaker, one for each UPS.
- c) The server room all network cables including data, voice and uplinks should be properly ducted, managed and numbered. This includes installation of cable-trays for all cables under the raised floor. Approximately, two separate lines of 10x5 cm for power cables, and data cable tray 20 meter.
- d) Lights, 60*60 LED lights for the false ceiling

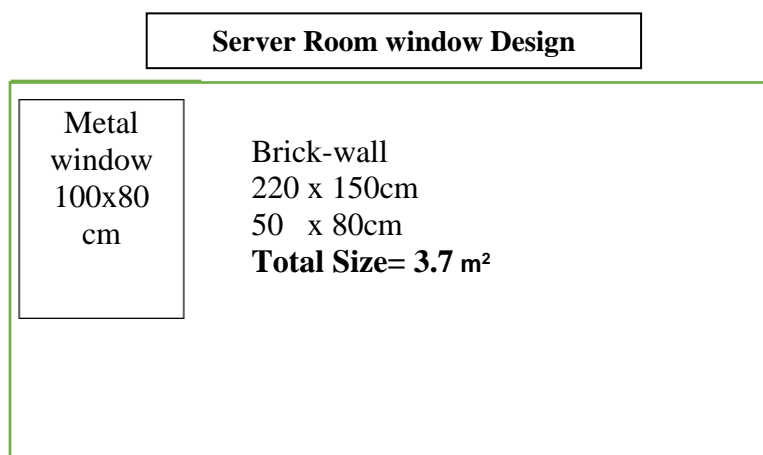
6. Installation of Fiber Optic cable:

- a) Installation of Fiber Optic Cable from the main server room to the Citizen Information Center (CIC) which is located inside the main area of Kabul Municipality. The approximate distance is 100 meters both end splicing. The Fiber Optic is available with the Kabul Municipality.
- b) The Fiber cables should be terminated to the rack patch panel and to the converter. The Fiber Optic Rack Mount 19" Multi Mode SC Patch panel, and media converter multimode are requested under the list of items.

7. Installation of Peripherals:

- a) Installation of one CCTV camera in the server room to record the daily activities.
- b) Installation of one LCD screen in the server room.
- c) Installation of one heat detector, one Room Alert 32W monitor and one smoke detector in server room.
- d) Installation of two air conditioners in server room.
- e) Installation of one iFace 302 Access control for server room main door (Metal Sliding Door).
- f) Installation and setup of one 42U server rack in server room, including data and electricity cable management.
- g) Installation of two Fire extinguisher

Note: All aforementioned items are added in the list of items.



Attachment C: Price Schedule

The offeror shall quote for each unit in the price schedule. Vendor should confirm the availability of rooms and that unit prices are inclusive of all taxes.

No	Item Name/ Details	Unit	Qty	Unit Price AFN	Total Price - AFN
1	HP LTO-6 Tape Media with BaFe (Barium Ferrite) Cartridge: 2.5TB Native and 6.25TB Compressed Capacity HP LTO6 Data Cartridge HP LTO 6 Tape will have a capacity of 2.5 TB (uncompressed) and up to 6.25TB compressed (assuming a 2.5:1 compression) LTO, Ultrium-6, 2.5TB/6.25TB BARIUM FERRITE (BaFe) Data transfer rates of up to 400MB* per second for over 1.4 terabytes of storage performance an hour.	Each	4		
2	Cat6 Network Cable, Infilink Ethernet Network Cable Cat6e Boxes 304 meter (100% copper all cables) or equivalent	Each	1		
3	RJ45 connectors, Applicable Standards: TIA/EIA-568C.2. Max Current/Voltage: 2A/250V Contact resistance: 20m ohms Insulation resistance: 100M ohms Temperature rating (min/max): -25/55 °C Max. Insertion/Extractions: 200 mating cycles Weight: 6.8g/pcs or equivalent	Each	2		
4	Cable Tie multi size (Boxes), Miniature cable ties, 50 LB, 11 inch, UV black Working temperatures from -40 F to 185 F Indoor and outdoor use 5 box red, 5 box green , or equivalent	Each	1		
5	Cable Tie multi size (Boxes), Miniature cable ties, 18 LB, 7 inch, UV black Working temperatures from -40 F to 185 F Indoor and outdoor use 5 box red, 5 box green, 10 box gray, or equivalent	Each	1		
6	PDU's for server racks, 1U 8 way vertical 13A switched PDU with surge protection Provides 8 Sockets Surge Protected Power Switch 3 Pin plug (13 amps) approx 61cm in length (24 inch), 1.7m power lead, or equivalent	Each	4		
7	SOPHOS Antivirus for server, 3 years license	Each	7		
8	SSL Plus Certificate for 3 years duration Supports 2048-bit, 128-bit and 256-bit encryption	Each	1		
9	Fire Extinguisher, Carbon dioxide fire extinguishers Weight: 5KG Class B – Flammable liquids Class E – Electrically energized equipment	Each	2		
10	Heat detector, DA neural fire detector FDOOT221 Art. no.: A5Q00001566,	Each	1		
11	(Smoke detector, First Alert SA320CN Warning sound: 85dB Battery: 2AA batteries, or equivalent.	Each	1		
12	Dust Blower, Makita 600W Blower Model Number - UB1103 600 WATT 3 air volume setting, high/medium/low Variable speed control by trigger Anti-static electricity for comfortable operation 220mm nozzle Air Pressure - 0-5.7kPa Air Volume - 0-4.1m³/sec, or equivalent	Each	1		

13	ICT Tool Kit	Each	1		
14	CCTV Camera, High quality Sony CCD AKCP IR Universal Mount Fixed Camera Image sensor: 1/3" interline CCD Auto White Balance 640 pixels per line, with 625 per frame (interlaced) Picture Elements: 640 (h) x 480 (V) S/N ratio: 50dB Video: BNC Male video composite Lense type: fixed Focal length: 3.6mm Viewing angle: 92 deg	Each	1		
15	Mini SAS to Mini SAS cable 8644-8644 cable, External HD Mini-SAS SFF-8644 LSZH Cable - 2 Meters or equivalent.	Each	6		
16	Mini SAS to Mini SAS cable 8088-8644 cable, 3M ext. mini-SAS (SFF-8088) to HD mini-SAS (SFF-8644) 6G cable - 28AWG or equivalent.	Each	6		
17	UPS, Model: Santak Blazer 1000VA with Original Battery and 3Yrs warranty Equipped with AVR to stabilize output voltage Wide input voltage range Generator Compatible Auto charging even though the UPS is off Auto restart while AC recovery On-battery power-on function without AC input Full protection against over-discharge, overcharge, overload or equivalent	Each	88		
18	Network Drive, 2TB WD external network drive or equivalent.	Each	22		
19	Wireless Router, Model: TP-Link AC750 Interfaces: LAN 10/100/1000Mbps WAN 10/100/100Mbps Wireless functions: Enable/Disable wireless radio, WDS bridge, WMM, Wireless statistics Quality of service: WMM, Bandwidth control Access control: Parental control, Local management control, Host list, Access schedule, Rule management or equivalent	Each	22		
20	HP Colour Printer MFP, HP Desk Jet GT 5820 All-in-One Printer (L9U63A) Print, copy, scan Multitasking supported No. First page out (ready) Black: As fast as 13 sec Color: As fast as 17 sec Duty cycle (monthly, A4) Up to 1000 pages Print technology HP Thermal Inkjet Print quality (best) Color: Up to 4800 x 1200 optimized dpi color (when printing from a computer and 1200 input dpi) Black: Up to 1200 x 1200 rendered dpi Connectivity: Wireless capability: Yes Connectivity, standard 1 Hi-Speed USB 2.0 Scan file format JPEG, TIFF, PDF, BMP, PNG Scan resolution, optical Up to 1200 dpi Bit dept 24-bit Power Input voltage 100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz). High voltage: Input voltage 200 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3Hz) or equivalent.	Each	22		
21	Switch, Model: D-Link 24-P Standards and Protocols: IEEE 802.3i, IEEE 802.3u, IEEE 802.3ab , IEEE 802.3x Interface:24 10/100/1000Mbps RJ45 Ports (Auto Negotiation/Auto MDI/MDIX) Network Media:10BASE-T: UTP category 3, 4, 5 cable (maximum 100m) 100BASE-TX/1000BASE-T: UTP category 5, 5e or above cable (maximum 100m Power Supply:100-240VAC, 50/60Hz Switching Capacity:48Gbps Packet Forwarding Rate:35.7Mpps or equivalent	Each	22		

22	Patch-Pannel, Infilink 24-P Patch-Pannel Performance exceeds TIA/EIA Category 6 requirements Designed for Gigabit Ethernet transmission Includes rear wire manager Conductors can be terminated with either a KRONE Insertion or 110 tool UL 1863 listed and Category 6 performance verified Forty-five degree silver-plated IDCs provide secure, reliable gas-tight connection Includes paper label holder area for port identification Universal wiring label for easy termination of either T568A/B or equivalent.	Each	22		
23	Cable Manager, Infilink Rack Mounted Cable Manager	Each	22		
24	Camera, Manufacturer :Sony Sony Cyber Shot W810 with 8GB Memory Depth : 0.8 in Sensor Resolution: 20.1 Megapixel Optical Sensor Type :Super HAD CCD Total Pixels : 20400000 pixels Effective Sensor Resolution: 20100000 pixels Optical Sensor Size :1/2.3" System : TTL contrast detection Face Detection Details : Smile Shutter Digital Video Format : AVI, MJPEG Image Recording Format :JPEG Max Video Resolution :1280 x 720 Interfaces Provided : USB 2.0, composite video/audio. or equivalent.	Each	22		
25	Rack Cabinit CNI 12 U 2-post wall mounting...EIA 19" width Threaded (12-24) mounting holes Heavy duty steel construction with diagonal support straps Durable black textured powder coat finish Easy Assembly or equivalent.	Each	22		
26	Power Cord, Power extension cord (5 Meters) Include 5 power outlet port 20 Amp Compatible port for different plugs	Each	110		
27	Patch Cord, Infilink Patch Cord Cable (5) Full CAT 6 Channel performance • Various colors and sizes • Ideal for Gigabit Networking and IP Telephony applications • ETL, UL, TIA/EIA, ISO Compliant or equivalent.	Each	440		
28	Infilink RJ-45 Connector, 8P8C RJ-45 Connector (8-pin connector) Through Hole PCB mount socket Compatible with all CAT and UDP cable or equivalent	Each	5		
29	CAT-6 UTP Cable, Infilink CAT-6 UTP Cable Category 6 standard compliant 4-pair solid CAT-6 23 AWG UTP wires with gray PVC jacket Great for Token-Ring UTP, 100Base-TX UTP, and 1000Base-T UTP Copper Gigabit Ethernet Networks Snag – free box Full CAT-6 Channel Test compliant Meter marked for extra convenience 1000 Base –TX (Gigabit Ethernet compliant ISO-11801, EIA/TIA 568B, EN50173 Compliant Exceeds the Category 6 performance standards Full ETL and UL certified.	Each	1		
30	Original Licensed Microsoft Windows 10 Pro 64-Bit	Each	44		
31	Sophos Central Endpoint Advanced - Subscription license (3 years) and Sophos Central Endpoint Intercept X - Subscription license (3 years)); Sophos Central should be provided to manage all the users.	Each	44		

32	Original Licensed Microsoft Office Standard 2019 - With DVD Media (Separate license Key)	Each	44		
33	Installation of network cabling each Kabul district office. 10 network points should be installed in each district. The cable should be CAT 6, and I/O, and socket all should be from Inlink company. The ducting should be a good quality PVC. For more detail see attached SoW	Each	220		
34	Rehabilitation of Kabul Municipality Server-Room. The Statement of Work is available in the attached document.	Each	1		
35	Mercury A1000, 1kVA Stabilizer	Each	22		
36	Fiber Optic Rack Mount 19" Multi Mode SC Patch panel, Length: 12 Port	Each	1		
37	Fiber Optic media converter multimode, Fiber connections: LC, Multimode Copper connection: RJ-45 (standard Ethernet) Fiber cabling: Multimode: duplex, Maximum distance: Multimode: 1km (1800 feet). Data rate copper (Ethernet): 10Mbps, 100Mbps, or 1000Mbps (automatically selected) Data rate fiber: 1000Mbps, Supports up to 10kb JUMBO frame	Each	2		
	Total AFN:				

Attachment D: 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 a DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.
14. National Security Screening (Non-US Party Vetting) - The Purchase Order was awarded after following the procedures in the Implementing Partner Notice No. OAA-IP-2011-004 and subsequent Notices related to this matter which incorporated Mission Order No. 201.04 entitled, "National Security Screening (Non-US Party Vetting). Copies of the Implementing Partner Notice(s) and the Mission Order can be obtained from the DAI's Representative named herein. For awards that meet the Vetting threshold, USAID had issued an Eligibility Notice to DAI for the vendor prior awarding the Purchase Order. This Eligibility Notice is valid for 12 months. If the Purchase Order's Performance Period exceeds 12 months, the Vendor shall provide an updated information used in filing the Partner Information Form (PIF) to start a new vetting process to acquire a new Eligibility Notice for the Vendor. Also, during the course of the 12 months, if the information provided by the vendor has changed, the Vendor shall notify DAI at once to update the Eligibility Notice issued for the Vendor.
15. Certification Regarding Provision of Support to Persons Engaged in Terrorism –
 - (a) By receiving this Purchase Order, the Vendor certifies, to the best of its knowledge and belief that:
 - (1) The Vendor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorism acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
 - (2) The following steps may enable the Vendor to comply with its obligations under paragraph (1):
 - a. Before providing any material support or resources to an individual or entity, the Vendor will verify that the individual or entity does not (i) appear on the master list of Specially Designated nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to DAI.
 - b. Before providing any material support or resources to an individual or entity, the Vendor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Subcontractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Vendor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(3) For the purpose of this Certification.

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

b. "Terrorist act" means –

(i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

(iii) any other person not taking an active part in hostilities in situations of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroups.

d. Reference in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the unlimited beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

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

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

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

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

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

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

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

SHAHAR SPECIAL CLAUSES

17. Authorized Geographic Code

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

18. Insurance

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

19. Government Withholding Tax

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 Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Subcontractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Vendor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(3) For the purpose of this Certification.

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

b. "Terrorist act" means –

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

(iii) any other person not taking an active part in hostilities in situations of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroups.

d. Reference in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the unlimited beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor has

reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

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

25. Restrictions on Certain Foreign Purchases (JUNE 2008)

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

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

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

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

*Attachment E: Instructions for Obtaining a DUNS Number - DAI'S Vendors, Subcontractors
(See separate attachment)*

*Attachment F: Self Certification for Exemption from DUNS Requirement
(See separate attachment)*