



Strong Hubs for Afghan Hope and Resilience

Request for Proposal (RFP)

No. RFP-SHAHAR-KBL-023

Development of Municipal Infrastructure Design Guideline for 33 Provincial Municipalities of Afghanistan

Issue Date: August 07, 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.

Table of Contents

1. Introduction and Purpos.....	4
1.1 Purpose	4
1.2 Issuing Office.....	4
1.3 Type of Award Anticipated	4
2. General Instructions to Offerors.....	4
2.1 General Instructions.....	4
2.2 Proposal Cover Letter	5
2.3 Questions regarding the RFP.....	5
2.4 Instructions for the Preparation of Technical Proposals	5
3. Anticipated post-award Deliverables.....	6
2.5 Technical Evaluation Criteria.....	6
4. Instructions for the Preparation of Cost/Price Proposals.....	7
3.1 Cost/Price Proposals	7
5. Basis of Award.....	8
4.1 Best Value Determination	8
4.2 Responsibility Determination	8
6.) Inspection & Acceptance.....	9
7.) Compliance with Terms and Conditions.....	10
a) General Terms and Condition	10
b) Source and Nationality.....	10
5.1 Data Universal Numbering System (DUNS)	10
8.) Procurement Ethics.....	11
Attachment A: Scope of Work for Services or Technical Specifications	11
Attachment B: Proposal Cover Letter	22
Attachment C: Price Schedule.....	14
Attachment D: Past Performance Form	24
Attachment E: Representations and Certifications of Compliance	25
Attachment F: Proposal Checklist	30

Synopsis of the RFP

RFP No.	RFP-SHAHAR-KBL-023
Issue Date	August 07, 2019
Title	Development of Municipal Infrastructure Design Guideline for 33 Provincial Municipalities of Afghanistan
Issuing Office	SHAHAR Procurement Department
Deadline for Receipt of Questions	<p>August 17, 2019 at 10:00 am local time</p> <p>All communications regarding this solicitation are to be made solely through the Issuing Office and must be submitted via email to ProcurementSHAHAR@shaharaf.org.</p>
Deadline for Receipt of Proposals	<p>Proposals are due in Kabul no later than 4:00 PM local time on August 20, 2019. Submit Soft copy of your quotation via email to ProcurementSHAHAR@shaharaf.org.</p> <p><i>Note: Samples of previous projects (i.e. Infrastructure Design Manuals with similar scope and functionality) may be submitted to the SHAHAR Kabul office via email to:</i> ProcurementSHAHAR@shaharaf.org.</p>
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 ***Development of Municipal Infrastructure Design Guideline for 33 Provincial Municipalities of Afghanistan*** in support of program implementation.

The purpose of this contract is to develop a Municipal Infrastructure Design Guideline to assist the 33 provincial municipalities of Afghanistan to improve the implementation of engineering projects. This design guideline will help municipalities to design and implement a variety of infrastructure projects in adherence to high quality and standard procedures. This also ensures that all municipalities will utilize the same engineering standards and practices, as well as the same engineering codes to standardize implementation procedures of infrastructure projects in a safe work environment.

The objective of the Strong Hubs for Afghan Hope and Resilience (SHAHAR) Program is to create well-governed, fiscally sustainable Afghan municipalities capable of meeting the needs of a growing urban population. Targeted support to up to 20 provincial municipalities across Afghanistan, as well as the Deputy Ministry of Municipalities (DMM) and Municipal Advisory Boards (MABs), will lead to improved municipal financial management, urban service delivery, and citizen participation in municipal governance.

1.2 Issuing Office

The Issuing Office is the Kabul SHAHAR office noted in the synopsis, and the email is ProcurementSHAHAR@shaharaf.org, which 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 or liable for these costs.

- **Proposals are due in Kabul no later than 4:00 pm local time on August 20, 2019.** Submit one (1) Soft copy of your quotation via email to ProcurementSHAHAR@shaharaf.org.
- Samples of previous Projects (i.e., infrastructure Design Manuals with similar scope and functionality) 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

Technical proposals shall be sealed in a separate envelope from cost/price proposals, and shall be clearly labeled as "VOLUME I: TECHNICAL PROPOSAL".

The Technical proposal shall be comprised of the following sections:

Section 1: Technical Approach, Methodology & Work Plan

The vendor's technical quotation takes the technical requirements in the RFP and creates a logical, efficient, and realistic depiction of the infrastructure projects design guideline manual development and delivery timeline

Section 2: The Vendor's Creative Portfolio

The developer's creative portfolio gives a clear impression that the developer has the capability and experience to deliver a high-quality infrastructure design guideline to be technically acceptable for SHAHAR and DMM.

Section 3: Management Approach

The developer's management approach gives confidence that the proposed team has experience and a significant track record of success developing similar infrastructure design guidelines. The vendor should provide the details of their personnel professional qualification including their key staff CVs.

Section 4: Financial Proposal

Price and cost proposals are competitive considering the requirement of this solicitation provided by SHAHAR and DMM jointly. The offeror should also provide detailed narrative budget for their total proposed cost.

Section 5: Corporate Capabilities & Past Performance

- a) Offerors must provide a list of their previous projects of similar scope and functionality in Afghanistan over the last 3 years. Offerors with experience in development of infrastructure design manual with similar scope and functionality for the Afghan government, will be assigned higher past performance scores.

This information shall be supplied as a table, and shall include the legal name and address of the organization for which services were performed, a description of work performed, the duration of the work and the value of the contract, and a current contact phone number and email of a contact person at the organization who is familiar with the Offeror's performance.

- b) Copies of Previous Contracts – Provide copies of the cover page of three (3) previous awards for projects of similar scope as verification of relevant experience.
- c) In addition, Offerors must provide at least three (3) past performance references letters for design and development of similar services which verify successful completion.
- d) Finally, a description of the Offeror's corporate capabilities must be included in the proposal, which outlines management capacity and experience to design and development of the similar projects.
- e) The developers should have previous experience in providing engineering trainings, as they will have to provide training on the contents of the manual for engineers of DMM related Municipalities. The workshop will be facilitated by SHAHAR and managed by DMM technical and Sectorial department

Under no circumstances may cost information or prices for deliverables be included in the technical proposal (Volume I). Cost/price information may be shown only in Volume II: Cost/Price proposal.

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
Technical Approach, Methodology & Work Plan	25 points
The Vendor's Creative Portfolio	20 points
Management Approach	25 points
Financial Proposal	10 Points
Corporate Capabilities & Past Performance	20 Points
Total Points	100 points

3. Instructions for the Preparation of Cost/Price Proposals

3.1 Cost/Price Proposals

Cost/Price proposals shall be sealed in a separate envelope from technical proposals, and shall be clearly labeled 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?
- Does the Offeror possess a current business license to operate in Afghanistan -AISA license or Ministry of Commerce and Industries?
- In case the price of the vendor exceed \$30,000 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. A copy of your firm's current AISA license or Ministry of Commerce and Industries.
2. 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:

Development of Municipal Infrastructure Design Guidelines for 33 Provincial Municipalities

Deliverables	Due Date	Proposed Payment Schedule (% of Contract Value)	To Be Approved By
1.) Deliverable No.1 <ul style="list-style-type: none"> Road Construction (General Road Survey, Design) Feasibility Survey and assessment Building Construction Public Park Construction Public Latrine Construction 	3 Weeks from the contract award date	25%	SHAHAR and DMM Team
2.) Deliverable No.2 <ul style="list-style-type: none"> Slaughterhouse Construction Canal Construction (Medium) Footpath Construction Road Median Construction Culvert Construction 	6 Weeks from the contract award date	50%	SHAHAR and DMM Team
3.) Deliverable No.3 <ul style="list-style-type: none"> Car Parking Construction Bus terminal and Mini Bus Taxi station Design of drip irrigation system for municipality open spaces City entrance tool plaza Survey and design for pedestrian overpass Environmental impact assessments 	8 Weeks from the contract award date	75%	SHAHAR and DMM Team
4.) Deliverable No.4 <ul style="list-style-type: none"> Manual Publication (50 Pcs) in standard and color books Training design with local languages (Dari & Pashto) 	16 Weeks from the contract award date	100%	SHAHAR and DMM Team

5.) 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.

6.) 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 \$30,000 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.

7.) 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

1. PURPOSE

The purpose of this contract is to develop a Municipal Infrastructure Design Guideline to assist the 33 provincial municipalities of Afghanistan to improve the implementation of engineering projects. This design guideline will help municipalities to design and implement a variety of infrastructure projects in adherence to high quality and standard procedures. This also ensures that all municipalities will utilize the same engineering standards and practices, as well as the same engineering codes to standardize implementation procedures of infrastructure projects in a safe work environment.

2. BACKGROUND

The objective of the Strong Hubs for Afghan Hope and Resilience (SHAHAR) Program is to create well-governed, fiscally sustainable Afghan municipalities capable of meeting the needs of a growing urban population. Targeted support to up to 20 provincial municipalities across Afghanistan, as well as the Deputy Ministry of Municipalities (DMM) and Municipal Advisory Boards (MABs), will lead to improved municipal financial management, urban service delivery, and citizen participation in municipal governance.

One of the key emphases of SHAHAR is on strengthening the capacity of municipal governments in providing essential public services to their citizens, among them access to vital infrastructure facilities. While previous programs, including the Regional Afghan Municipalities Program for Urban Populations (RAMP UP) – SHAHAR's predecessor, achieved considerable advancement in this area, there remain significant infrastructure deficits in all Afghan municipalities. To alleviate the poor infrastructure

conditions in municipalities and lack of standard practices, SHAHAR will support DMM in producing a Municipal Infrastructure Design Guideline.

3. DESIGN

During the design phase, SHAHAR and DMM technical teams will jointly visit with the design company and will review the preliminary design guidelines. The company should produce design guidelines for the projects mentioned below with all required technical details.

Core Infrastructure Projects of Municipalities:

- Feasibility Survey and Assessment
- Road Construction (General Road Survey & Design)
- Building Construction
- Public Park Construction
- Public Latrine Construction
- Slaughterhouse Construction
- Canal Construction (Medium)
- Footpath Construction
- Road Median Construction
- Culvert Construction
- Car Parking Construction
- Bus Terminal and Mini Bus Taxi Station
- City Entrance Tools Plaza
- Environmental Impact Assessment
- Survey and Design for Pedestrian Overpass (school and hospital areas)
- Drip irrigation system for municipality open spaces

The subcontractor's design team should design infrastructure projects based on the International Building Code (IBC) and should use Afghanistan National Standardization Authority (ANSA) for safety requirements for the foregoing infrastructure projects.

3.1. DEVELOPMENT

During the development stage, SHAHAR and DMM technical teams will periodically visit with the subcontractor, who will deliver a brief overview of their progress in producing the guideline. Additionally, SHAHAR and DMM technical teams will ensure that such progress is based on the specified deliverables and payment schedule set forth herein.

3.2. MANUAL SPECIFICATIONS AND KIND OF PROJECTS

The subcontractor will produce descriptions and designs (drawing 2d, 3d AutoCAD), which will include the following:

1) FEASIBILITY SURVEY AND ASSESSMENT

- A feasibility study should be conducted to gather an analysis that takes all of a project's relevant factors into account—including economic, technical, legal, and

scheduling considerations. This will help ascertain the likelihood of completing the project successfully.

2) ROAD SURVEY & DESIGN COMPLETE PACKAGES

- Road survey & design complete package, step guidelines, (2D & 3D Animations AutoCAD drawings), guidelines on all required laboratory tests.
- Road layers & super elevations, survey & design package, preparation, step by step guidelines (2D & 3D AutoCAD drawings), including guidelines on all laboratory tests.
- Road vertical structures (Culvert, Spillway, Syphon, Road Side ditches, Medians) survey & design package, preparation, step guidelines (2D & 3D AutoCAD drawings)

3) BUILDING ENGINEERING SURVEY & DESIGN COMPLETE PACKAGE

- Building survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory tests
- Building yard (Open Space Landscape) survey & design complete package, preparation, step by step guidelines (2D& 3D AutoCAD drawings), and guidelines on all laboratory tests.

4) PUBLIC PARK ENGINEERING SURVEY & DESIGN COMPLETE PACKAGE

- Public park survey & design complete package, step guidelines (2D & 3D AutoCAD drawings & Models) guidelines on all laboratory tests.
- Public parking lot water spillway survey & design package, step guidelines (2D & 3D AutoCAD drawings)

5) PUBLIC LATRINE ENGINEERING SURVEY & DESIGN COMPLETE PACKAGE

- Public latrine survey & design complete package, step guidelines (2D& 3D AutoCAD drawings) Guidelines on all laboratory tests.
- Public latrine septic tank survey & design complete package, step guidelines (2D & 3D AutoCAD drawings) guidelines on all laboratory tests.

6) SLAUGHTERHOUSE ENGINEERING SURVEY & DESIGN COMPLETE PACKAGE

- Slaughterhouse survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory tests
- Slaughterhouse runoff system survey & design complete package, step guidelines (2D & 3D AutoCAD drawings), guidelines on all laboratory testes (If needed)

7) CANAL CONSTRUCTION

- Canal survey & design complete package, step guidelines, (2D& 3D AutoCAD)

8) FOOTPATH CONSTRUCTION

- Footpath survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory Tests

9) ROAD MEDIAN CONSTRUCTION

- Road median survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory tests
- Guidelines and alternatives to be included for plantations within the road medians.

10) CULVERT CONSTRUCTION

- Culvert survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory tests.

11) CAR PARKING CONSTRUCTION

- Car parking survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory tests
- Car parking runoff system survey & design complete package, step guidelines (2D & 3D AutoCAD drawings), guidelines on all laboratory tests (If needed)

12) BUS TERMINAL AND BUS STATION CONSTRUCTION

- Bus terminal and bus station survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory Tests
- Bus terminal runoff system survey & design complete package, step guidelines (2D & 3D AutoCAD drawings), guidelines on all laboratory tests (If needed)

13) CITY ENTRANCE TOOLS PLAZA

- City entrance tools plaza survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory tests
- City entrance tools plaza survey complete package, step guidelines (2D & 3D AutoCAD drawings), guidelines on all laboratory tests
- Design complete package, step by step guideline, (2D& 3D AutoCAD drawings), guidelines on all laboratory Tests.

14) ENVIRONMENTAL IMPACT ASSESSMENT

Environmental Impact Assessment (EIA) is a process of evaluating the likely environmental impacts of a proposed project or development, considering inter-related socio-economic, cultural and human-health impacts, both beneficial and adverse. Although legislation and practice vary around the world, the fundamental components of an EIA would necessarily involve the following stages:

- Screening to determine which projects or developments require a full or partial impact assessment study;
- Scoping to identify which potential impacts are relevant to assess (based on legislative requirements, international conventions, expert knowledge and public involvement), to identify alternative solutions that avoid, mitigate or compensate adverse impacts on biodiversity (including the option of not proceeding with the development, finding alternative designs or sites which avoid the impacts, incorporating safeguards in the design of the project, or providing compensation for adverse impacts), and finally to derive terms of reference for the impact assessment;
- Assessment and evaluation of impacts and development of alternatives, to predict and identify the likely environmental impacts of a proposed project or development, including the detailed elaboration of alternatives;
- Reporting the Environmental Impact Statement (EIS) or EIA report, including an environmental management plan (EMP), and a non-technical summary for the general audience.

- Review of the Environmental Impact Statement (EIS) based on the terms of reference (scoping) and public (including authority) participation.
- Decision-making on whether to approve the project or not, and under what conditions;
- Monitoring, compliance, enforcement and environmental auditing. Monitor whether the predicted impacts and proposed mitigation measures occur as defined in the EMP. Verify the compliance of proponent with the EMP, to ensure that unpredicted impacts or failed mitigation measures are identified and addressed in a timely fashion.

15) SURVEY & DESIGN FOR PEDESTRIAN OVERPASS

- Survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings) guidelines, on all laboratory Tests (If needed)

16) DESIGN OF DRIP WATER IRRIGATION SYSTEMS FOR CITY OPEN SPACES

- Survey & design complete package, step guidelines, (2D& 3D AutoCAD drawings), guidelines on all laboratory Tests

4. IMPLEMENTATION METHODOLOGY

The successful subcontractor (referred herein as subcontractor) will comply with the following methodology:

Activity Phase 1

- 1- Sample projects will be targeted for each item in consultation with IDLG-DMM and SHAHAR technical teams. The sample projects will be treated as per the technical description for each item mentioned above.
- 2- After completion of the first phase of the activities, IDLG-DMM and SHAHAR technical teams will assess the work done and verify to proceed to Activity Phase 2.
- 3- Subcontractor is to assure all the designs and descriptions are aligned with Afghanistan National Standard Agency's (ANSA)'s manuals, laws and regulations. Relevant coordination and consultation is to be conducted with ANSA alongside IDLG-DMM, and SHAHAR's technical team.

Activity Phase 2

- 1- The Municipal Infrastructure Design Guideline manual is to be produced by the subcontractor based on the designs and descriptions.
- 2- The number of manuals to be produced is 50. The best quality paper is to be used for the manual, and drawings and diagrams are to be color printed.
- 3- Each manual should be accompanied with a Memory disc / DVD, containing all the CAD drawings and the PDF version of the book.

Activity Phase3:

- 1- All contents of the manual are to be presented by the subcontractor's professional trainers to the municipalities' technical team during a three-day workshop. The subcontractor is to share the CVs of the trainers prior to the training for IDLG-DMM and SHAHAR's approval. The trainers are to be specialized in the relevant field.
- 2- The overall accommodation for the workshop will be covered by DAI SHAHAR, in coordination with IDLG-DMM.

5. DELIVERABLES & REPORT SUBMISSION

The submittals should be a high-quality deliverable that can inform the client to decide on the subsequent actions to be taken for achieving the scope of work for the project.

- i. The planned duration of the project is 16 weeks. Within two weeks from appointment, the subcontractor shall submit a detailed project Master Schedule, including milestones and durations for each of the project design stages.
- ii. DAI-SHAHAR will track the weekly progress of the project with trackers. Furthermore, the subcontractor must also submit a monthly report during the period of the project. These monthly reports shall contain the monthly progress of the subcontractor, so that DAI-SHAHAR and DMM can have a better understanding of the project. Each report should be submitted in three hard copies, along with soft copies.
- iii. The final Municipal Infrastructure Design Guideline manual shall be produced in 50 hard copies (colored) in both local languages (Pashto and Dari). Each manual should be accompanied with a memory disc/DVD containing all the CAD drawings and the PDF version of the book. An additional 10 soft copies (CD-ROMs) of the manual will be provided.
- iv. The subcontractor must submit the draft manual one week before the completion of the project so that DAI-SHAHAR and DMM will have ample time for review.
- v. All the reports should be submitted to DAI-SHAHAR and DMM for review. DAI-SHAHAR and DMM have the right to point out any deficiency in the progress of the work of the subcontractor, based on the selected scope of work and the subcontractor shall be required to rectify those deficiencies before progressing further in the project.

6. PAYMENT SCHEDULE

Payments to the subcontractor will be done based on the payment schedule shown in Annex 1. The full 100% payment will only be delivered to the subcontractor after the subcontractor fulfills all the required scope of work.

7. GENERAL REQUIREMENTS

- i. The design and planning shall be cost effective and provide efficient engineering systems which shall be sustainable, safe, secured, accessible, durable, functional and comfortable for its users. The project design shall fully comply with the client's guidelines and requirements, latest statutory authority and regulations, and relevant applicable International Standards.
- ii. The service delivery shall be to the full satisfaction of DAI-SHAHAR and DMM. The contractor shall be required to obtain DAI-SHAHAR and DMM's approval on all activities related to the project.

- iii. The subcontractor shall provide integrated services for the project in the best manner that ensures application of the highest quality standards. The subcontractor is expected to be a well-established firm, which is equipped to deliver the services and can provide the project team with high quality work, who possess the various types of required expertise and shall have an established office in Kabul for better coordination and communication.

8. KEY EXPERT REQUIREMENTS (CVs)

The subcontractors bidding for the project must have the following (but not limited to) key experts in their design team:

No	Req. Staff	Minimum Qualification and Experience requirement
1	Project Manager	The project manager should have a master's degree in project management and have 10 years' experience in similar work. Project manager shall control the project's managerial and technical aspects, including scope, time, quality, cost, communications, etc. and ensure achievement of the project's goals.
2	Design Manager	Design manager should have a master's degree in Civil Engineering with an experience of 10 years. Design manager should have previous sound experience on projects of similar size and nature, have proven previous managerial and technical experience, be dedicated for the project and perform full management and control of project design progress and activities, and have managerial and leadership competency, with appropriate oral and written communication skills.
3	GIS Planning Engineer	GIS planning engineer should have master's degree in General Information Systems with 10 years' experience and should have experience of similar projects and should be able to do mapping.
4	Electrical Engineer	Electrical Engineer should have a master's degree in Electrical Engineering with 10 years' experience in similar size projects.
5	Structural Engineer	Should have a master's degree in Civil Engineering with 10 years' experience in similar projects. Should be able to understand and implement all the design in the project.
6	Mechanical Engineer	Mechanical Engineer should have a master's degree in Mechanical Engineering with 10 years' experience.
7	Quantity Surveyor	Quantity surveyor should have a master's in Quantity Surveying with 10 years of experience. The Quantity surveyor's role is to keep a close eye on the project finance and contractual relationships.
8	Lab Technician	Lab technician should have a master's degree and should be able to design the laboratory standards for the manual

9. BIDDING GUIDELINES

Each bidder must submit the following:

- 1) A technical quotation, describing the vendor's understanding of the above requirements.
- 2) Creative portfolio, including preparation of the similar guideline for infrastructure projects for international donors, especially USAID projects.
- 3) A brief description of the team that will be responsible for professional preparation of the guideline based on the given criteria for achievement of the design. This section should include a description of any key management procedures the subcontractor uses to ensure a quality product, as well as one-page CVs for each key expert in their design team.
- 4) A detailed, competitive budget proposal including a description of costs for each line item of the bill of quantities.
- 5) A milestone payment schedule by percentage is proposed, based on the deliverables specified above. (see Annex 1)

10. EVALUATION CRITERIA

SHAHAR will evaluate based on the following criteria:

Section 1: Technical Approach, Methodology & Work Plan

The vendor's technical quotation takes the technical requirements in the RFP and creates a logical, efficient, and realistic depiction of the infrastructure projects design guideline manual development and delivery timeline

Section 2: The Vendor's Creative Portfolio

The developer's creative portfolio gives a clear impression that the developer has the capability and experience to deliver a high-quality infrastructure design guideline to be technically acceptable for SHAHAR and DMM.

Section 3: Management Approach

The developer's management approach gives confidence that the proposed team has experience and a significant track record of success developing similar infrastructure design guidelines. The vendor should provide the details of their personnel professional qualification including their key staff CVs.

Section 4: Financial Proposal

Price and cost proposals are competitive considering the requirement of this solicitation provided by SHAHAR and DMM jointly. The offeror should also provide detailed narrative budget for their total proposed cost.

Section 5: Corporate Capabilities & Past Performance

- f) Offerors must provide a list of their previous projects of similar scope and functionality in Afghanistan over the last 3 years. Offerors with experience in development of infrastructure design manual with similar scope and functionality for the Afghan government, will be assigned higher past performance scores.

This information shall be supplied as a table, and shall include the legal name and address of the organization for which services were performed, a description of work performed, the duration of the work and the value of the contract, and a current contact phone number and email of a contact person at the organization who is familiar with the Offeror's performance.

- g) Copies of Previous Contracts – Provide copies of the cover page of three (3) previous awards for projects of similar scope as verification of relevant experience.
- h) In addition, Offerors must provide at least three (3) past performance references letters for design and development of similar services which verify successful completion.
- i) Finally, a description of the Offeror's corporate capabilities must be included in the proposal, which outlines management capacity and experience to design and development of the similar projects.
- j) The developers should have previous experience in providing engineering trainings, as they will have to provide training on the contents of the manual for engineers of DMM related Municipalities. The workshop will be facilitated by SHAHAR and managed by DMM technical and Sectorial department

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.

6. Annex 1

Proposed payment schedule based on deliverables

Deliverable #	Description	Due date from Contract Signature	Proposed Payment Schedule (% of total contract)	Approved by
1	Road Construction (General Road Survey, Design)	3 Weeks from Contract Signature	25%	SHAHAR and DMM Team
2	Feasibility Survey and Assessment			
3	Building Construction			
4	Public Park Construction			
5	Public Latrine Construction			
6	Slaughterhouse Construction	6 Weeks from Contract Signature	50%	SHAHAR and DMM Team
7	Canal Construction (Medium)			
8	Footpath Construction			
9	Road Median Construction			
10	Culvert Construction			
11	Car Parking Construction	8 Weeks from the contract Signature	75%	SHAHAR and DMM Team
12	Bus Terminal and Mini Bus Taxi Station			
13	Design of drip irrigation system for municipality open spaces			
14	City Entrance Tools Plaza And			
15	Survey & Design for Pedestrian Overpass			

16	Environmental Impact Assessments			
17	Manual Publication (50 PCS), in standard and color books	16 Weeks from the contract Signature	Last deliverable 100%	SHAHAR and DMM Team
18	Training Design with local languages (Pashto and Dari) and submission of CVs of qualified facilitators to have master's degree			
19	Completion of training for all 33 provincial municipal engineers.			

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-023 Development of Municipal Infrastructure Design Guideline for 33 Provincial Municipalities of Afghanistan issued on August 07, 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

Municipal Infrastructure Design Guideline (Lump Sum Estimation)			
S/N	Description of Activity	Amount/USD	Remarks
1	Road Construction (General Road Survey, Design)		Lump Sum in USD
2	Feasibility Survey and Assessment		
3	Building Construction		
4	Public Park Construction		
5	Public Latrine Construction		
6	Slaughterhouse Construction		
7	Canal Construction (Medium)		
8	Footpath Construction		
9	Road Median Construction		
10	Culvert Construction		
11	Car Parking Construction		
12	Bus Terminal and Mini Bus Taxi Station		
13	Design of drip irrigation system for municipality open spaces		
14	City Entrance Tools Plaza And		
15	Survey & Design for Pedestrian Overpass		
16	Environmental Impact Assessments		
17	Manual Publication (50 PCS), in standard and color books		
18	Training Design with local languages (Pashto and Dari) and submission of CVs of qualified facilitators to have master's degree		
19	Completion of training for all 33 provincial municipal engineers.		

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	Completed 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/odn/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>.

(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 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>. 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
- ☐ Separate Technical and Cost proposals submitted in 2 separate electronic documents.
- ☐ Response to each of the evaluation criteria
- ☐ **Technical Approach** – Does your proposal describe how your firm plans to complete the design and development of the infrastructure manual?
- ☐ **Work Plan/Time Line** – Did you include a work plan/time line that clearly defines how the firm plans to develop the Infrastructure Design Manual within the required time frame?
- ☐ **Management Approach**, which outlines proposed staff for development of the Infrastructure Design Manual?
- ☐ **Financial Proposal** – Did you include a separate financial proposal into your proposal?
- ☐ Completed **Past Performance Chart** (Attachment F) with a list of previous projects of similar scope implemented in Afghanistan over the last 3 years?
- ☐ Copies of the cover page of **three (3) previous awards** for projects with similar scope?
- ☐ **Three (3) past performance references letters** for design and development of similar projects?
- ☐ **Description of the Offeror's corporate capabilities** which outlines management capacity and experience to develop the Infrastructure Design Manual?
- ☐ Copy of current AISA license or Ministry of Commerce and Industries.