



Iraq Governance and Performance Accountability Project (IGPA)/Takamul

Request for Quotation (RFQ)

No. RFQ-DAI-IGPA-EBL-19-074

Provision of Internet Service for DAI Erbil Office-Villa 69-TO 4

Issue Date: June 18, 2019

WARNING: Prospective Offerors who have received this document from a source other than the Iraq Governance and Performance Accountability project, Babylon-Warwick Hotel, ProcurementIGPA@dai.com, IGPAProcurementINBOX@dai.com, should immediately contact IGPAProcurementINBOX@dai.com 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 distributed via IGPAProcurementINBOX@dai.com.

1. Synopsis of the Request for Quotation

DAI, implementer of the USAID funded Iraq Governance Performance Accountability Project, invites qualified vendors to submit proposals/bids for **Provision of Internet Services for DAI Erbil office-Villa#69-TO 4**, as outlined below.

1. RFQ No.	RFQ-DAI-IGPA-EBL-19-074
2. Issue Date	June 18, 2019
3. Title	Provision of Internet Service for DAI Erbil Office
4. Issuing Office	Procurement Department, Iraq Governance Performance Accountability (IGPA) Project, Erbil Office. Erbil- Italian Village 1, villa No 70- DAI IGPA Erbil Regional Office-Procurement Section, Iraq.
5. Contact Person (e-mail address) for asking questions	IGPAProcurementINBOX@dai.com
6. Deadline for Receipt of Questions	June 25, 2019 by (4:00 PM)-Baghdad Local Time
7. Deadline of Receipt of Quotes	June 30, 2019 by 4:00 PM Baghdad Local Time Each Offeror 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 writing delivered to the Issuing Office no later than the date specified above. All questions received will be compiled and answered in writing and distributed to all interested Offerors.
8. Email Address for receipt of quotes	ProcurementIGPA@dai.com
9. Office Address for Bid submission	Erbil- Italian Village 1, villa No 70- DAI IGPA Erbil Regional Office-Procurement Section (Tender Box)
10. Anticipated Award Type	DAI anticipates awarding a Firm Fixed Price Purchase Order. This is only the anticipated type of award and may be changed as a result of negotiations. Issuance of this RFQ in no way obligates DAI to award a subcontract or purchase order and offerors will not be reimbursed for any costs associated with the preparation of their bid.
11. 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". No discussions or negotiations are permitted with bidders, and therefore bidders shall submit their best and final price.

2. Request for Quotation

12. General Instructions to Bidders	<ol style="list-style-type: none"> 1. Quotes due by June 30,2019 4:00 pm Baghdad Local Time. <u>Late offers will be rejected except under extraordinary circumstances at DAI's discretion.</u> 2. Quotes shall be received in hard copy (they must be in a sealed envelope), or electronically (via procurement email procurementIGPA@dai.com (this is a strict access controlled email account set up ONLY to receive solicitation responses), or both. 3. Include a statement that the vendor fully understands that their quote must be valid for a period of 90 Day. 4. Bidders shall sign and date their quotation. 5. Bidders shall complete Attachment A: Price Schedule template. 6. Value Added Tax (VAT) shall be included on a separate line. 7. These services are not eligible for VAT exemption under the DAI prime contract.
11. 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 writing delivered to the Issuing Office no later than the date specified above. All questions received will be compiled and answered in writing and distributed to all interested Bidders.
12. Technical Specifications and requirements for Technical Acceptability	Technical specifications or requirements for the services/goods to be provided are explained in attachment C.
13. 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 business licenses to operate in the host country. 2. Evidence of a DUNS number (explained below and instructions contained in the Annex). 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.
14. Geographic Code	<ol style="list-style-type: none"> 1. Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries. 2. 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

	<p>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.</p> <p>3.Geographic Code 937: Goods and services from any area or country including the cooperating country, but excluding Prohibited Countries.</p> <p>4.Geographic Code 110: Goods and services from the United States, the independent states of the former Soviet Union, or a developing country but excluding Prohibited Countries.</p> <p>5.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.</p> <p>6.By submitting a quote in response to this RFQ, Bidders confirm that they are not violating the Source and Nationality requirements and that the services comply with the Geographic Code and the exclusions for prohibited countries.</p>
15.Data Universal Numbering System (DUNS)	<p>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 Bidders sign the self-certification statement if the Bidder claims exemption for this reason.</p> <p>For those required to obtain a DUNS number, you may request Attachment C: Instructions for Obtaining a DUNS Number.</p> <p>For those not required to obtain a DUNS number, you may request Attachment D: Self-Certification for Exemption from DUNS Requirement</p>
16.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 B.</p>
17.Procurement Ethics	<p>By submitting a Bid, 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>

1.1 Attachment A: Price Schedule

#	Item Name	Specifications	Quantity	\$ Unit Price	\$ Total Price
1	Monthly Internet Service, Download: 25 Mbps / Upload: 25 Mbps	<ul style="list-style-type: none"> • Internet Bandwidth: (upload/download) 25/25 Mbps. • Connection type: CIR (Not shared) • Volume per month: Unlimited • Static IP Address: at least 3 static public IP addresses-, Not filtered or NAT-ed by the ISP • Problem escalation mechanism with 24x7 helpline availability. 	11 months		
GRAND TOTAL IN USD for 12 Months					

We, the undersigned, provide the attached quote in accordance **RFQ-DAI-IGPA-EBL-19-074** dated _____ Our attached quote is for the total price of _____ (figure and in words)

I certify a validity period of ___ 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 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:

1.2 Attachment B: 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 and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. 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. Trafficking of Persons – 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.
5. 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.
6. 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.
7. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
8. 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.
9. Labor Laws – The Bidder certifies that it is in compliance with all labor laws.
10. 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.
11. 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.

By submitting a quote, bidders 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.

1.3 Attachment C: Detailed Technical Specifications

- The prices specified herein for Internet service provided shall cover Erbil province. DAI agrees to pay the VENDOR/SERVICE PROVIDER a monthly rate based on submitting an invoice by the first week of the following month. Should the service be extended beyond the covered area, Prior DAI authorization is required in this incident and the VENDOR/SERVICE PROVIDER shall invoice this amount separately.
- The Vendor shall provide Internet connectivity of guaranteed dedicated bandwidth (100% CIR), equivalent to corresponding bandwidth option chosen by IGPA, via fiber optic (cable, DSL, ADSL, or wireless) link for the IGPA office in Erbil, with unlimited monthly download.
- The Vendor Shall Provide at least 3 routable static public IP addresses- Not-NAT-ed, Public IP's should be open for all traffic (no service or protocols should be filtered or blocked by the Vendor).
- The Vendor shall provide telephone support that shall be available 24x7. Unreachable or busy technical support lines lasting more than 1 hour in any given month, or failure of ISP to respond to messages within 1 hour, may be considered a failure to comply with the technical requirements of this Purchase Order/Contract. And for that reason, DAI may choose to terminate the contract or exact the penalty charge in accordance with the General Conditions of the Purchase Order.

Network Performance Specification Requirements (including Penalties):

- Packet loss should not be greater than 5% measured as follows: ICMP echo ping packets will be sent to a www public site such as www.google.com at a rate of 20 or more each 5 minute. For example, Ping testing will normally be conducted during network loads of 50-80% feasible.
- A loss, or a response time > 750 ms, of more than 5% (>1 out of 20) for any 5-minute interval will cause that 5-minute period to be counted as unacceptable. If the number of unacceptable 5-minute periods exceeds 5% of the number of periods in a calendar month (432 out of 8640 in a 30-day month), that month may be subject to a penalty as follows. The payment for any monthly service charges, with an unacceptably high rate of packet loss, will be reduced by a percentage equal to the percentage of packet loss in excess of 5%. For example, given a 30-day month, if the number of unacceptable 5-minute intervals was 864 (10% out of 8640), the penalty would be 5% of the payment.
- There should be no long periods of lack of connectivity. If 90% or greater unacceptable packet loss occurs for over 48 consecutive hours, the contract can be terminated.
- Ping testing will be conducted 24x7 during network loads of 80% or less. In the event of a loss, or a response time > 750 ms, of more than 5% (>1 out of 20) for any 30-minute interval, DAI may choose to consider the whole day to be an unacceptable level of service, and DAI may choose to not compensate the vendor for the bandwidth services for that day, the daily cost will be calculated by the monthly service cost divided by the days in that month.
- In the event of unreachable or busy technical support lines lasting more than 1 hour in any given month, or there is a failure of the Vendor to provide a technical response to DAI technical request messages within 1 hour, DAI may deduct from the Vendor's monthly service charge an amount up to 20 % of the monthly bandwidth service charge stipulated in this Purchase Order/Contract.
- There should be no long periods of lack of connectivity. If 90% or greater packet loss occurs for over 48 consecutive hours, the contract may be terminated by DAI without penalty for any remaining period of service in the Agreement.
- Backup Connection: backup connection can be provided from different route and POP or Radio link or any other technology for use during unavailability of the main service. It can be limited bandwidth to keep mail and low internet browsing facility, but we are looking best offer from offerors.
- MRTG: ISP will provide MRTG link as Service monitoring tools including ID and password.

- ISP will provide single point key account manager for any issue including bill, technical and service. The helpdesk will not be accepted as a substitute for a key account manager.

- **DAI reserves the right to terminate this agreement immediately in the following situations:**
 1. Budgetary/Funding Issues/Changes in DAI Project Activities.
 2. Unilateral decision of DAI at its convenience.
 3. In such cases, the payment for service will be according to the number of days the service has been provided to DAI up to the time the agreement is terminated.
 4. This agreement will automatically terminate in the case of evacuation of DAI from the project area. In this case, no further claims will be accepted from the VENDOR/SERVICE PROVIDER, other than payment up to the date of the evacuation.