REQUEST FOR QUOTATION (RFQ)

TO:	Offerors
FROM:	Tetra Tech ESP
ISSUANCE DATE:	March 20, 2019
CLOSING DATE:	March 27, 2019 (4:00 PM, Kabul, Afghanistan Local Time)
SUBJECT:	***Re-Advertised - Request for Quotation – RFQ#ESP-2019-110 Laptop Computers for Tt-ESP Kabul Office***
REFERENCE:	USAID/Tetra Tech Contract No. AID-306-C-16-00010 Engineering Support Program (ESP)

Dear Offerors,

Enclosed is a Request for Quotation (RFQ) for provision of laptop computers to Tetra Tech ESP Kabul office located at Street No. 1, House No. 2, next to Massoud Foundation, Shash Darak, District No. 9, Kabul, Afghanistan. Tetra Tech ESP invites firms to submit their Best and Final Offer (BAFO) for the work funded by the United States Agency for International Development (USAID) in support of the Engineering Support Program (ESP).

Submissions:

1. **Submission of Questions:**
   Questions may be submitted no later than March 23, 2019 (4:00 PM Kabul, Afghanistan Local Time). Offerors are invited to address questions via e-mail to: Tim.Kaendera@tetratech.com and Justin.Doyle@tetratech.com with a cc to Zia.Siddiqi@tetratech.com and a.ibrahimzai@tetratech.com.

   Insert in subject line: ***Re-Advertised - RFQ#ESP-2019-110 Laptop Computers for Tt-ESP Kabul Office***

2. **Submission of Quotation:**
   All responses must be in English. All documents needing signature/stamp should be signed/stamped and submitted in hard copy in a sealed envelope to the Tetra Tech/ESP Contracts and Procurement Department located at Street No. 1, House No. 2, next to Massoud Foundation, Shash Darak, District No. 9, Kabul, Afghanistan no later than **March 27, 2019** (4:00 PM Kabul, Afghanistan Local Time).

   Insert in subject line: ***Re-Advertised - RFQ#ESP-2019-110 Laptop Computers for Tt-ESP Kabul Office***

   For inquiry regarding the Tetra Tech ESP Office address ONLY, you may contact: +93 (0) 729 131 984 or +93 (0) 728 335 563.

Appendix Attached:

Appendix A – Bid Price Quotation

Appendix B – Purchase Order Template

SECTION A – QUOTATION INSTRUCTIONS

The Offeror shall submit its Best and Final offer (BAFO)/Quotation in accordance with the format provided under Appendix A "Bid Price Quotation", for the Goods/Commodities or Services as specified in Section C below.

1. **Appendix A – Bid Price Quotation**
   The Offerors shall ***ONLY*** submit a signed and stumped copy of their quotes no later than the due date for submission of quotation as specified above.

The hard copy of the Offerors' quotation shall be placed in a sealed envelope and shall be clearly marked "***Re-Advertised - RFQ#ESP-2019-110 Laptop Computers for Tt-ESP Kabul Office***", and "TO BE OPENED ONLY BY MEMBER(S) OF THE EVALUATION COMMITTEE." **Tetra Tech ESP may choose not to evaluate an irresponsive bid.**

Offerors are ***required*** to examine all instructions and the specifications contained in this Request for Quotation. **FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK.**

The completion and submission to Tetra Tech ESP of the above item will constitute a Quotation and will indicate the Offeror's agreement to the terms and conditions in this RFQ and in any attachments hereto. **ISSUANCE OF THIS RFQ DOES NOT COMMIT TETRA TECH ESP TO MAKE AN AWARD.**

SECTION B – TYPE OF AWARD

The award will be a Firm Fixed Price Purchase Order (PO).

SECTION C – DESCRIPTION OF GOODS/COMMODITIES OR SERVICES

Laptop Computers for Tt-ESP Kabul Office with the technical requirements as follows:

S/No.	Description of Goods/Commodities or Services
1	**Laptop Computer (E7480):** Intel® Core™ i7-7600U (4M Cache - 2.8GHz up to 3.9GHz - 7th Generation) Processor, 16GB Ram DDR4, 512GB, SSD SATA Hard Drive, Intel® HD 620 Graphics, No DVD+RW, Webcam, Dual Band Wireless, Bluetooth 4.1, Black Color, 14.1" Full High Definition (1920x1080) Display Touch Screen, Finger Print, 3 Years Hardware Warranty
2	**Laptop Computer (E7490):** Core i7-8650U 8th Generation Processor Quad Core 1.9 GHz (8M Cache, Up to 4.2GHz, VPro) 16GB DDR4 RAM, 512 GB SSD Hard Drive, Intel UHD Graphics, Backlit English Keyboard, WL, BT, 14" HD LED Screen, 3 Years Hardware Warranty

Please note that Tetra Tech ESP expects the Offeror to have both of these products in stock at the time of bidding.

SECTION D – SPECIAL REQUIREMENTS

D.1 EXECUTIVE ORDER ON TERRORISM FUNDING

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 Offeror to ensure compliance with these Executive Orders and laws.

D.2 COMMUNICATIONS WITH USAID AND OTHER AGENCIES

All of Offeror's contractual written or oral communications with or to USAID, or local agencies relative to the Work under this Request for Quotation must be through or with the authorization of Tetra Tech ESP's Chief of Party (COP).

D.3 LANGUAGE REQUIREMENT

All submissions shall be provided in English.

D.4 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

USAID has eligibility rules concerning goods and commodities, commodity-related services, and suppliers of goods and services (other than commodity-related services). These rules are set forth in 22 CFR 228 and Series 300 of USAID's Automated Directives System (ADS-300), as amended from time to time (see the clause entitled "Source, Origin, and Nationality Requirements" [AIDAR 752.225-70]).

D.5 TERMS OF PAYMENT

Tetra Tech ESP will pay the supplier in accordance with the payment schedule, to be stipulated in the contract, within thirty (30) days of submission of an acceptable invoice by the supplier and Tetra Tech/ESP inspection of the goods and services.

APPENDIX A – BID PRICE QUOTATION

Re-Advertised - RFQ#ESP-2019-110 Laptop Computers for Tt-ESP Kabul Office

under

USAID Engineering Support Program
Contract No. AID-306-C-16-0010

Option No.01:					
S/No.	**Description of Goods/Commodities or Services**	**Unit**	**Quantity**	**Unit Price (USD)**	**Total Price (USD)**
1	**Laptop Computer (E7490):** Core i7-8650U 8th Generation Processor Quad Core 1.9 GHz (8M Cache, Up to 4.2GHz, VPro) 16GB DDR4 RAM, 512 GB SSD Hard Drive, Intel UHD Graphics, Backlit English Keyboard, WL, BT, 14" HD LED Screen, 3 Years Hardware Warranty	Each	5		
				Total	

Option No.02:					
S/No.	**Description of Goods/Commodities or Services**	**Unit**	**Quantity**	**Unit Price (USD)**	**Total Price (USD)**
1	**Laptop Computer (E7480):** Intel® Core™ i7-7600U (4M Cache - 2.8GHz up to 3.9GHz - 7th Generation) Processor, 16GB Ram DDR4, 512GB, SSD SATA Hard Drive, Intel® HD 620 Graphics, No DVD+RW, Webcam, Dual Band Wireless, Bluetooth 4.1, Black Color, 14.1" Full High Definition (1920x1080) Display Touch Screen, Finger Print, 3 Years Hardware Warranty	Each	5		
				Total	

Additional Requirement	
Validity of Bid Price (Quotation)	**Thirty [30] Days**

_____

Authorized Signature and Stamp

Name and Title of Signatory: _____

Name of the Firm: _____

Address: _____

Email Address: _____

Telephone No.: _____

Note: The Offerors are required to submit the following:

1. **Signed and stamped copy of "Appendix A – Bid Price Quotation"**
2. **Copy of Valid Business License**
3. **Copy of company's bank account details in USD currency**

APPENDIX B

PURCHASE ORDER TEMPLATE

FIRM FIXED PRICE PURCHASE ORDER

Description of Goods/Commodities or Services

1. **Purchase Order No: XXX** **Project Code:** AID-306-C-16-00010 **Job Order No:** XXX	2. **AWARD DATE:** M-D-Y	3. **DELIVERY DATE:** M-D-Y
4. **PERIOD OF PERFORMANCE:** M-D-Y to M-D-Y		
5. **VENDOR NAME & ADDRESS** **Vendor Name** Address E-mail: Cell:	6. **PLACE OF DELIVERY/ACCEPTANCE:** **Tetra Tech/ESP** Street 1, House 2 Opposite Bagh-e-Quloob Near Bonyad Masoud, Shash Darak Kabul, Afghanistan	
7. **VENDOR CONTRACTUAL POC:** **Vendor Name** Address E-mail: Cell: 8. **VENDOR PROJECT MANAGER: N/A** 9. **VENDOR REGIONAL MANAGER: N/A**	10. **TETRA TECH CONTRACTUAL POC** **CONTRACTS & PROCUREMENT DEPT.** E-mail: Tim.Kaendera@tetratech.com Tel No: +93 (0) 729 131 984 or +93 (0) 728 335 563 11. **TETRA TECH TECHNICAL POC:** **CONTRACTS & PROCUREMENT DEPT.** E-mail: Tim.Kaendera@tetratech.com Tel No: +93 (0) 729 131 984 or +93 (0) 728 335 563	
12. **TYPE OF SUBCONTRACT AND CEILING** This is a **Firm Fixed Price Purchase Order** in the amount of **$XXX.00 (Amount in words United States Dollars).** The price shall not be changed under any circumstance without prior written approval from Tetra Tech/ESP's Chief of Party.		
13. **TYPE OF BUSINESS/INSTITUTION** **(Check all that apply)** VENDOR certifies that they are: [ ] Non-Profit [X] For-Profit [ ] Large Business [ ] Small Business [ ] College or University [ ] Small and Disadvantaged Business [ ] Women Owned [ ] Non U.S.-Owned/Operated		
14. **[X] IMPORTANT!** If checked, this Purchase Order shall remain contingent upon USAID approval, which is currently being sought by Tetra Tech. In the event USAID approval is denied, this Purchase Order, to the extent that supplies/services have not been authorized, will be canceled without further recourse by either party.		

GENERAL TERMS AND CONDITIONS

This Purchase Order is issued under U.S. Agency for International Development (USAID) Contract No. AID-306-C-16-00010. Pursuant to FAR Part "52.252-2 CLAUSES INCORPORATED BY REFERENCE", applicable clauses set forth below are incorporated by reference into this Purchase Order with the same force and effect as if they were set forth in full text. The term "FAR" means Federal Acquisition Regulation as revised on the date of this Purchase Order. The terms, "Contractor", "Government", and "Contracting Officer" as used in these clauses shall refer to Vendor, Tetra Tech and Tetra Tech Finance & Contracts Administrator, respectively. In no event shall any provision of this Purchase Order be construed as allowing the Vendor to appeal directly to or otherwise communicate directly with the U.S. Agency for International Development (USAID) without prior written consent of the Tetra Tech Chief of Party.

SCOPE OF WORK

Description of Goods/Commodities or Services

No.	Description	Quantity	Unit	Unit Cost (USD)	Total Cost (USD)
1					
2					
3					
				Total (USD)	

Vendor Name is to provide all Goods/Commodities or Services listed above and/or on any continuation sheet(s) attached hereto for The **Firm Fixed Price of $XXX.00 (Amount in words United States Dollars).** Amount specified in accordance with the terms and conditions set forth herein and in any accompanying Solicitation as may have been issued. The rights and obligations of the Parties hereto shall be subject to and governed by the following documents in the order listed: (a) this Award Cover Sheet (including reverse and/or any continuation sheets) and Schedule, (b) the Tetra Tech Solicitation Package (if any), (c) the USAID Prime Contract, (d) proposal, and (e) such other attachments, exhibits, certifications and representations as may be incorporated herein by reference or in full. In the event of a conflict between the terms and conditions of this document (including solicitation if cited) and any form, agreement, letter or document of the Vendor this document shall govern.

Tetra Tech/ESP

_____ Date: _____

Name: **Timothy R. Kaendera**

Title: Finance & Contracts Administrator

Tetra Tech/ESP

_____ Date: _____

Name: **Paul Wolstenholme**

Title: Chief of Party

Vendor

_____ Date: _____

Name:

Title:

1.0 QUALITY ASSURANCE

Vendor shall institute an appropriate inspection system set forth in a quality assurance plan for specific deliverable. Vendor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections or upon Tetra Tech's identification any shortcomings and substandard conditions after receipt of deliverables or supplies. Vendor shall bring any conditions beyond the responsibility of Vendor to the attention of Tetra Tech's Finance & Contracts Administrator.

2.0 OFFER AND ACCEPTANCE

This Purchase Order is an offer to buy goods herein described on the terms and conditions herein stated. This offer may be revoked by Tetra Tech at any time before it is accepted by Vendor. Acceptance by Vendor shall be made either by return of a signed acknowledgment of the Purchase Order or by performance thereunder. Performance by Vendor is express acceptance of these terms and conditions.

3.0 INSPECTION AND REJECTION OF GOODS

Tetra Tech reserves the right to inspect and count all goods. Tetra Tech may reject defective or non-conforming goods and shall have no obligation to pay for such goods, and these goods will be held for Vendor's instructions at Vendor's cost and risk. Acknowledgment of delivery or payment for goods prior to inspection shall not be deemed to constitute an acceptance of the goods or a waiver of Tetra Tech's right to reject them.

4.0 INSPECTION BY TETRA TECH'S LEADS AS NEEDED

The Tetra Tech Chief of Party shall inspect from time to time the services being performed and the supplies furnished to determine whether the Work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards. Vendor shall be responsible for any countermeasures or corrective action, within the scope of this Purchase Order.

5.0 INSPECTION BY THE DESIGNATED USAID REPRESENTATIVE

The designated USAID representative may conduct inspections from time to time of the work being performed to determine whether the Work is being performed in a satisfactory manner, and that all materials are of an acceptable quality. Vendor agrees to cooperate fully with requests for inspection from Tetra Tech.

6.0 PAYMENTS

Payment will be paid in full within thirty (30) days of receipt of invoice by Tetra Tech, or as soon after inspection of the delivered goods and services. Vendor shall invoice at the time all reports and deliverables have been certified complete and acceptable by Tetra Tech. Payment shall be by Electronic Funds Transfer (EFT) directly to the bank account of the Vendor or by check.

All invoices should be addressed to:

Finance
Tetra Tech, Inc.
Street # 1, House #2
Shash Darak,
Kabul, Afghanistan
Email: Manizha.Maroof@tetratech.com

Mobile Phone: +93 (0) 729 131 978

With a copy to the Contracts/Procurement Department.

Contracts/Procurement
Tetra Tech, Inc.
Street # 1, House #2
Shash Darak,
Kabul, Afghanistan
Email: zia.siddiqi@tetratech.com and a.ibrahimzai@tetratech.com
Mobile Phone: +93 (0) 729 131 984 and +93 (0) 728 335 563

A proper invoice must clearly indicate the following information:

- Contract **# AID-306-C-16-00010**
- Purchase Order Number:
- Project Name: Engineering Support Program (ESP)
- Vendors Name and Remittance Address:
- Invoice Date and Number:
- Specific deliverable(s)

The following information should be included with the invoice in order to expedite the wiring of payment:

- Account Name:
- Account #:
- Bank Name:
- SWIFT#:
- Correspondent US Bank:
- Correspondent ABA #:
- Correspondent Account #:

All payments are subject to the reduction of taxes, if applicable, as required by local or any other applicable law.

In addition, the following certification shall be included and signed by an authorized representative of the Vendor:

Certification:

I hereby certify, to the best of my knowledge and belief, that:

(1) This invoice and any attachments have been prepared from the books and records of the Vendor in accordance with the terms of the Purchase Order, and to the best of knowledge

and belief, they are correct;

(2) Other costs claimed are allowable and are actual direct costs incurred in performance of the Purchase Order and have been paid by the Vendor;

(3) This is an original invoice, and the costs claimed in it have not previously been submitted for payment under this Purchase Order;

(4) This invoice does not include any costs not authorized in the Purchase Order or costs defined as "unallowable" by FAR 52.216-7, Allowable Cost and Payment; FAR 31.2, Contracts with Commercial Organizations; or other terms and conditions of this Purchase Order; and

(5) This certification is not to be construed as final acceptance of the Vendor's performance.

Signature	Name	Position	Date

7.0 DIFFERENT OR ADDITIONAL TERMS

Tetra Tech hereby objects to any different or additional terms or conditions proposed by Vendor. Said different or additional terms will not be binding upon Tetra Tech unless accepted in writing by Tetra Tech's Purchasing Department. Tetra Tech's receipt and acceptance of goods ordered in no way implies its consent to any different or additional terms or conditions proposed by Vendor.

8.0 MODIFICATION, WAIVER AND RESCISSION

This Purchase Order can be modified or rescinded, and claims or rights under it can be waived, only in writing by Tetra Tech's Purchasing Department.

9.0 QUALITY CONTROL

Vendor shall perform quality control review of those products furnished by Vendor. Vendor shall follow appropriate and acceptable quality control and documentation procedures. Upon request by Tetra Tech, and at no additional cost, Vendor shall provide Tetra Tech in writing what quality control procedures will be followed, which features of the product will be tested and when, and the names and qualifications of the quality control reviewers. Upon request, Vendor will provide Tetra Tech evidence that quality control was performed.

10.0 SHIPPING

All goods shall be suitably packed, marked and shipped in accordance with the requirements of common carriers and in a manner to secure lowest transportation costs. Unless otherwise specified herein, no additional charge shall be made or allowed for such packing, marking and shipping. Tetra Tech's name and Purchase Order number shall be shown on all packing slips, bills of lading and invoices. Packing slips must accompany each shipment. Unless otherwise specified, terms of the sale will be F.O.B. destination.

11.0 PRICES

The prices specified herein are the Purchase Order prices, they are firm and not subject to change except as expressly provided herein or by amendment executed by Tetra Tech.

12.0 CHANGES

Tetra Tech reserves the right to make changes in the specifications of any goods or services covered by this Purchase Order. If such changes cause an increase or decrease in the cost of or time required for performance, an equitable adjustment in the price and/or delivery

schedule shall be negotiated.

13.0 WARRANTY

Vendor warrants that all goods and services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by Tetra Tech, that the goods will be new, merchantable, of good material and workmanship, and free from defects, and that goods which are the product of Vendor's specifications will be fit and sufficient for the use intended. If within one year from the date of acceptance by Tetra Tech the materials supplied by Vendor are defective in design, material or workmanship or fail to conform to the specifications as determined by Tetra Tech, notwithstanding industry or business practices and in addition to other remedies Tetra Tech has the option at its discretion to (1) reject the materials and return them at Vendor's expense, the materials to be replaced by Vendor on demand, or (2) correct or modify the materials as required, the costs of such corrections or modifications being for Vendor's account, or (3) allow Vendor to enter onto the property of Tetra Tech or of another to correct or modify the materials as required at Vendor's expense. Once the corrections, repairs, or replacements have been made, the corrected item will enter an updated warranty period that will terminate twelve (12) months after the original acceptance date. Any costs of transportation, shipping, unpacking, examining, repacking, reshipping, and like expenses shall be charged to Vendor. All Vendor warranties will be passed to Tetra Tech and will be transferable in their entirety if this Purchase Order is assigned by Tetra Tech to the Client or any other party.

14.0 TERMINATION FOR NON-PERFORMANCE OR BREACH

Time is of the essence in all deliveries and other performance hereunder. In addition to other remedies it may have including the right to collect damages, Tetra Tech reserves the right to terminate all further performance of this Purchase Order if the Vendor does not make deliveries or other performance as specified in the Purchase Order or if the Vendor breaches any of the terms contained herein. Tetra Tech may also terminate the Purchase Order in the event of the insolvency of Vendor, the filing of a voluntary petition to have Vendor declared bankrupt (provided it is not vacated within 30 days of filing), the appointment of a Receiver or Trustee for Vendor (provided it is not vacated within 30 days of its date), or the execution by Vendor of an assignment for the benefit of creditors.

15.0 TERMINATION FOR CONVENIENCE

Tetra Tech may terminate and cancel in whole or in part Vendor's further performance and Tetra Tech's obligations at any time by notice to Vendor confirmed in writing. In the event of receipt of written notice of termination, Vendor shall immediately transfer and deliver to Tetra Tech free of any liens and encumbrances any goods or portion thereof completed or in process. In the event of termination for convenience, Vendor shall be entitled to an amount which bears the same proportion of the total price determined as of the date of termination as the conforming items reasonably accepted by Tetra Tech following the notice of termination. To the extent this Purchase Order calls for items which are to be specially fabricated to Tetra Tech’s order, Vendor shall only be entitled to an equitable amount to cover its direct costs reasonably expended or committed to third parties prior to termination and Vendor's reasonable costs for prompt orderly termination (less salvage value and amounts, recoverable by Vendor) plus an equitable profit in relation thereto. If Tetra Tech incorrectly and in good faith terminates Vendor for breach, such shall be deemed to be a termination convenience by Tetra Tech and payment shall be made in accordance with this paragraph. In no event shall Tetra Tech's liability or Vendor's recovery under or with respect to any termination of this Purchase Order exceed the Purchase Order price as determined at the time of the termination or breach. This section shall not be construed as limiting any other rights or remedies available to Tetra Tech.

16.0 PATENTS

Vendor warrants that the use or sales of the goods delivered hereunder will not infringe upon the claims of any patent. Vendor agrees to defend at its sole expense all suits based upon any alleged patent infringement and to hold Tetra Tech harmless from any damages resulting therefrom.

17.0 ASSIGNMENT

Vendor shall not assign this Purchase Order, nor any monies due or to become due hereunder, without Tetra Tech's prior written consent. Tetra Tech may assign this Purchase Order or any obligations hereunder to any of its affiliates, successors in interest or customers upon giving written notice to the Vendor.

18.0 COMPLIANCE WITH LAWS

Vendor warrants that it will comply with all applicable laws, regulations and policies or other applicable provisions.

19.0 INDEMNIFICATION

To the extent permitted by the applicable law, Vendor agrees to defend Tetra Tech against all claims and suits, and to indemnify and save it harmless from any expense, loss or damage, (1) resulting from actual or alleged infringement of a patent or trade secret, (2) arising out of any act or omission of Vendor or its employees in entering onto the property of Tetra Tech or of another to install, service or modify materials supplied by Vendor or others, (3) arising out of breach by Vendor of any of the warranties contained herein, or (4) resulting from the Vendor's failure to pay any of its suppliers or Vendors. Vendor shall appear, after notice and defend at its own expense any suits or other proceedings against Tetra Tech, its successors, assigns, customers and users of its products, in which the items for which the Vendor has given Tetra Tech indemnification are alleged.

20.0 CONFIDENTIALITY

All drawings, patterns, jigs, specifications and information contained in this Purchase Order are and shall remain confidential property of Tetra Tech. Vendor shall make no use whatsoever of them except in performing this order and shall not disclose any confidential information to any third party except to the extent necessary in performing this order. All such items shall be held at Vendor's risk and shall be returned to Tetra Tech upon completion of the order if Tetra Tech so requests.

21.0 FOREIGN CORRUPT PRACTICES ACT COMPLIANCE

The parties acknowledge the application and importance of the United States Foreign Corrupt Practices Act of 1977, as amended (the "Act"), with respect to the business opportunities sought by Vendor / Intermediary for the benefit of Tetra Tech. Each party hereto desires to rely on full compliance with the Act by the other party hereto and its agents and representatives. In conformity with the Act, and with each party's established policies regarding business practices, Tetra Tech, the Vendor / Intermediary and their respective affiliates, officers, directors, agents and employees shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer as a gift, promise to give, or authorize the giving of anything of value (whether in money, property, or services) to any person (whether directly or indirectly through a family member or any entity in which an employee or family member holds an interest or is affiliated, or otherwise), private or public, regardless of form for the purpose of influencing an act of decision (including a decision not to act) of an official of any government or of an employee of any company or inducing such a person to use his or her influence to affect any such act of decision in order (i) to assist Tetra Tech in obtaining, retaining or directing any business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the business or Tetra Tech, or (iv) in

violation of any legal requirement of any governmental or regulatory body or any applicable order thereof. Each party shall hold the other harmless from and against the consequences of a violation of this paragraph by the acting party.

22.0 OTHER DOCUMENTS INCPORPORATED BY REFERENCE

All written, printed, stamped or electronic matter, documents, drawings or files attached or referred to in this Purchase Order shall be incorporated by reference and shall be a part hereof.