

## REQUEST FOR QUOTATION (RFQ)

TO:	Offerors
FROM:	Tetra Tech ESP
ISSUANCE DATE:	May 19, 2019
CLOSING DATE:	May 30, 2019 (4:00 PM, Kabul, Afghanistan Local Time)
SUBJECT:	<b><i>Request for Quotation – RFQ#ESP-2019-133 Provision of Air Tickets</i></b>
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 Air Tickets 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 May 23, 2019 (4:00 PM Kabul, Afghanistan Local Time). Offerors are invited to address questions via e-mail to: [Tim.Kaendera@tetrattech.com](mailto:Tim.Kaendera@tetrattech.com) and [Justin.Doyle@tetrattech.com](mailto:Justin.Doyle@tetrattech.com) with a cc to [Zia.Siddiqi@tetrattech.com](mailto:Zia.Siddiqi@tetrattech.com) and [a.ibrahimzai@tetrattech.com](mailto:a.ibrahimzai@tetrattech.com).

Insert in subject line: ***RFQ#ESP-2019-133 Provision of Air Tickets***

#### 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 **May 30, 2019** (4:00 PM Kabul, Afghanistan Local Time).

Insert in subject line: ***RFQ#ESP-2019-133 Provision of Air Tickets***

**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 – Blanket Purchase Agreement 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.

### I. Appendix A – Bid Price Quotation

The Offerors shall **ONLY** submit a signed and stamped 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 “**RFQ#ESP-2019-133 Provision of Air Tickets**”, and “**TO BE OPENED ONLY BY MEMBER(S) OF THE EVALUATION COMMITTEE.**” **Tetra Tech ESP may choose not to evaluate an irresponsible 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 Blanket Purchase Agreement (BPA).

## SECTION C – DESCRIPTION OF GOODS/COMMODITIES OR SERVICES

Provision of Air Ticket to Tetra Tech-ESP for the following destinations:

1. Kabul – Kandahar – Kabul;
2. Kabul – Mazar-e-Sharif – Kabul;
3. Kabul – Delhi – Kabul;
4. Kabul – Dubai – Kabul; and
5. Kabul – Istanbul – Kabul

## 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**  
**RFQ#ESP-2019-133 Provision of Air Ticket**

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

S.No.	Description of Goods/Commodities or Services	Unit	Quantity	Unit Price (USD) One Way	Unit Price (USD) Round Trip	Remarks (Please Specify Airline)
1	Kabul – Kandahar – Kabul (Option 1) [Please Specify the Airline in Remarks]	Each	1			
2	Kabul – Kandahar – Kabul (Option 2) [Please Specify the Airline in Remarks]	Each	1			
3	Kabul – Kandahar – Kabul (Option 3) [Please Specify the Airline in Remarks]	Each	1			
S.No.	Description of Goods/Commodities or Services	Unit	Quantity	Unit Price (USD) One Way	Unit Price (USD) Round Trip	Remarks (Please Specify Airline)
1	Kabul – Mazar – Kabul (Option 1) [Please Specify the Airline in Remarks]	Each	1			
2	Kabul – Mazar – Kabul (Option 2) [Please Specify the Airline in Remarks]	Each	1			
3	Kabul – Mazar – Kabul (Option 3) [Please Specify the Airline in Remarks]	Each	1			
S.No.	Description of Goods/Commodities or Services	Unit	Quantity	Unit Price (USD) One Way	Unit Price (USD) Round Trip	Remarks (Please Specify Airline)
1	Kabul – Delhi – Kabul (Option 1) [Please Specify the Airline in Remarks]	Each	1			
2	Kabul – Delhi – Kabul (Option 2) [Please Specify the Airline in Remarks]	Each	1			
3	Kabul – Delhi – Kabul (Option 3) [Please Specify the Airline in Remarks]	Each	1			

S.No.	Description of Goods/Commodities or Services	Unit	Quantity	Unit Price (USD) One Way	Unit Price (USD) Round Trip	Remarks (Please Specify Airline)
1	Kabul – Dubai – Kabul (Option 1) [Please Specify the Airline in Remarks]	Each	1			
2	Kabul – Dubai – Kabul (Option 2) [Please Specify the Airline in Remarks]	Each	1			
3	Kabul – Dubai – Kabul (Option 3) [Please Specify the Airline in Remarks]	Each	1			
S.No.	Description of Goods/Commodities or Services	Unit	Quantity	Unit Price (USD) One Way	Unit Price (USD) Round Trip	Remarks (Please Specify Airline)
1	Kabul – IST – Kabul (Option 1) [Please Specify the Airline in Remarks]	Each	1			
2	Kabul – IST – Kabul (Option 2) [Please Specify the Airline in Remarks]	Each	1			
3	Kabul – IST – Kabul (Option 3) [Please Specify the Airline in Remarks]	Each	1			

Additional Requirement	
Validity of Bid Price (Quotation)	<b>Thirty [ 30 ] Days</b>

The quoted prices do not include the fee and are able to be adjusted as per the price from the bidder.  
The fee must be fixed for one (1) year.

\_\_\_\_\_  
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:**

- Signed and stamped copy of “Appendix A – Bid Price Quotation”**
- Copy of Valid Business License**
- Copy of company’s bank account details in USD currency**

## APPENDIX B

### BLANKET PURCHASE AGREEMENT (BPA)

(Not Valid if over \$250,000)

#### Description of Goods/Commodities or Services

<b>1. BPA#:</b> <span style="background-color: yellow;">XXX</span>	<b>2. ORDER DATE:</b> <span style="background-color: yellow;">M-D-Y</span>	<b>3. COMPLETION/DELIVERY DATE:</b> <span style="background-color: yellow;">M-D-Y</span>																				
<b>4. SERVICE PROVIDER NAME &amp; ADDRESS:</b>  <div style="background-color: yellow; padding: 2px;">Vendor Name</div> <div style="background-color: yellow; padding: 2px;">Vendor Address</div> <div style="background-color: yellow; padding: 2px;">E-mail: Insert</div> <div style="background-color: yellow; padding: 2px;">Cell: +93 (0) <span style="background-color: yellow;">XXX XXX XXX</span> </div>		<b>5. PLACE OF DELIVERY/ACCEPTANCE:</b>  Tetra Tech/ESP Street 1, House 2 Opposite Bagh-e-Quloob, Near Bonyad Masoud, Shash Darak, Kabul, Afghanistan																				
<b>6. ORDER TABLE</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 45%;">Description of Goods/Commodities or Services</th> <th style="width: 8%;">Unit</th> <th style="width: 10%;">Unit Price (USD)</th> <th style="width: 12%;">Quantity</th> <th style="width: 25%;">Deliverable Number and Date</th> </tr> </thead> <tbody> <tr> <td><span style="background-color: yellow;">Insert</span></td> <td><span style="background-color: yellow;">Insert</span></td> <td><span style="background-color: yellow;">Insert</span></td> <td>Based on Need/Order</td> <td>As per each release order</td> </tr> <tr> <td><span style="background-color: yellow;">Insert</span></td> <td><span style="background-color: yellow;">Insert</span></td> <td><span style="background-color: yellow;">Insert</span></td> <td>Based on Need/Order</td> <td>As per each release order</td> </tr> <tr> <td><span style="background-color: yellow;">Insert</span></td> <td><span style="background-color: yellow;">Insert</span></td> <td><span style="background-color: yellow;">Insert</span></td> <td>Based on Need/Order</td> <td>As per each release order</td> </tr> </tbody> </table>			Description of Goods/Commodities or Services	Unit	Unit Price (USD)	Quantity	Deliverable Number and Date	<span style="background-color: yellow;">Insert</span>	<span style="background-color: yellow;">Insert</span>	<span style="background-color: yellow;">Insert</span>	Based on Need/Order	As per each release order	<span style="background-color: yellow;">Insert</span>	<span style="background-color: yellow;">Insert</span>	<span style="background-color: yellow;">Insert</span>	Based on Need/Order	As per each release order	<span style="background-color: yellow;">Insert</span>	<span style="background-color: yellow;">Insert</span>	<span style="background-color: yellow;">Insert</span>	Based on Need/Order	As per each release order
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<span style="background-color: yellow;">Insert</span>	<span style="background-color: yellow;">Insert</span>	<span style="background-color: yellow;">Insert</span>	Based on Need/Order	As per each release order																		
<b>7. CEILING PRICE: USD</b> <span style="background-color: yellow;">XXX.00</span>		<b>8. SHIP VIA: Local Courier</b>																				
<b>9. Tetra Tech/ESP Prime Contract No:</b> AID-306-C-16-00010		<b>10. JOB/CHARGE CODE NO.:</b> <span style="background-color: yellow;">Insert</span>																				
<b>11. Tetra Tech/ESP Project Director:</b> Andrew High		<b>12. Tetra Tech/ESP Technical Direction:</b> <span style="background-color: yellow;">Insert</span>																				
<b>13. Tetra Tech/ESP Finance &amp; Contracts Administrator:</b> Timothy R. Kaendera		<b>14. Tetra Tech/ESP Contracts Manager:</b>																				
<b>15. The Service Provider agrees to deliver/perform all supplies/services set forth above and on any continuation sheet (a) attached for the price specified in accordance with the terms and conditions set forth herein.</b>																						

**The Contractor: Tetra Tech/ESP**\_\_\_\_\_  
Printed Name: **Timothy R. Kaendera**Title: **Finance & Contracts Administrator**

Date: \_\_\_\_\_

**The Contractor: Tetra Tech/ESP**

(Signature of authorized individual)

\_\_\_\_\_  
Printed Name: **Andrew High**Title: **Chief of Party**

Date: \_\_\_\_\_

**The Service Provider: Vendor Name**

(Signature of authorized individual)

\_\_\_\_\_  
Printed Name:

Title:

Date: \_\_\_\_\_

**Scope of Work/Specifications****Description of Goods/Commodities or Services****Insert**

All taxes, fees and associated costs are included in the price of the BPA as stated in below table.

1. **Contract Items.** The following services can be ordered under this BPA. The scope of work described in this contract shall be ordered by release orders as required at the fixed unit rates noted above.
2. **Scope of BPA.** This BPA is entered into in order to support Tetra Tech/ESP by providing the aforementioned Services as per Tetra Tech/ESP release orders issued by the following point of contacts noted on point seven (7) below.
3. **Ceiling price.** The Tetra Tech/ESP estimates, but does not guarantee, that the ceiling price of purchase through this agreement will be **USD XXX.00 (Amount in words USD Only)**.
4. **Obligation of Funds.** This BPA does not obligate any funds. Funds will be obligated by the placement of BPA Release Orders.
5. **Duration of BPA.** The effective date of this BPA is **M-D-Y** and will expires on **M-D-Y** or when the full ceiling of the BPA has been expended, whichever is earlier.
6. **Order Procedures:** Orders will be placed against this BPA via release orders issued by the points of contact noted below. After receiving of the release orders the Service Provider must deliver the requested Services to Tetra Tech/ESP office.
7. **Placement of Orders.** The following individuals are hereby authorized to place orders under this BPA;

OFFICE	POINT OF CONTACT
<b>Name &amp; Title</b>	<b>Telephone No.</b>
<b>Name &amp; Title</b>	<b>Telephone No.</b>

8. **Delivery Tickets.** Unless otherwise agreed to, all deliveries under this BPA must be accompanied by the following information as a minimum:
  - a. BPA Number;
  - b. Name of Project;
  - c. Release Order Number;
  - d. Date of Purchase of Service;
  - e. Quantity, Unit Price, and Make/Model of each Service/Item; and
  - f. Date of Service/Item Shipment.
9. **Invoices.** Invoices will be submitted to the address specified on the cover page, and the payment will be processed upon the receipt of invoice or within thirty (30) days of receipt of



invoice. The Service Provider is required to provide full banking details and all supporting documents each month in accordance with the payment terms and conditions specified below.

10. **Terms and Conditions.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. If there is an inconsistency between the provisions of this BPA and the invoice, the provisions of this BPA will take precedence.

**TETRA TECH/ESP**  
**GENERAL TERMS AND CONDITIONS**  
**(For Non-Construction Goods or Services up to \$250,000)**

**This Blanket Purchase Agreement** 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 Blanket Purchase Agreement 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 Blanket Purchase Agreement. The terms, "Contractor", "Government", and "Contracting Officer" as used in these clauses shall refer to Service Provider, Tetra Tech and Finance and Contracts Administrator respectively. In no event shall any provision of this Blanket Purchase Agreement be construed as allowing the Service Provider 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.

**1.0 QUALITY ASSURANCE**

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

**2.0 OFFER AND ACCEPTANCE**

This Blanket Purchase Agreement 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 Service Provider. Acceptance by Service Provider shall be made either by return of a signed acknowledgment of the Blanket Purchase Agreement or by performance upon Release orders thereunder. Performance by Service Provider 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 Service Provider's instructions at Service Provider'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. Service Provider shall be responsible for any countermeasures or corrective action, within the scope of this Blanket Purchase Agreement.

**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. Service Provider agrees to cooperate fully with requests for inspection from Tetra Tech.

## **6.0 PAYMENTS**

Payment will be made in full within thirty (30) days after delivery to Tetra Tech, or as soon after inspection of the goods and services. Service Provider 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 Service Provider's bank account or by check.

### **All invoices shall be addressed to:**

Finance

Tetra Tech, Inc.

Street # 1, House #2

Shash Darak,

Kabul, Afghanistan

Email: [Manizha.Marooof@tetrattech.com](mailto:Manizha.Marooof@tetrattech.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@tetrattech.com](mailto:zia.siddiqi@tetrattech.com) and [a.ibrahimzai@tetrattech.com](mailto:a.ibrahimzai@tetrattech.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**
- Blanket Purchase Agreement Number:
- Release Order Number:
- Project Name:
- Service Provider's Name and Remittance Address:
- Invoice Date and Number:
- Specific deliverable(s) Completed:

**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 withholding of income 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 Service Provider:

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 Service Provider in accordance with the terms of the Blanket Purchase Agreement, 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 Blanket Purchase Agreement and have been paid by the Service Provider;
- (3) This is an original invoice, and the costs claimed in it have not previously been submitted for payment under this Blanket Purchase Agreement;
- (4) This invoice does not include any costs not authorized in the Blanket Purchase Agreement 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 Blanket Purchase Agreement; and
- (5) This certification is not to be construed as final acceptance of the Service Provider’s performance.

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Signature	Name	Position	Date
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## **7.0 DIFFERENT OR ADDITIONAL TERMS**

Tetra Tech hereby objects to any different or additional terms or conditions proposed by the Service Provider. Said different or additional terms will not be binding upon Tetra Tech unless accepted in writing by Tetra Tech's Contracts/Procurement 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 Service Provider.

## **8.0 MODIFICATION, WAIVER AND RESCISSION**

This Blanket Purchase Agreement can be modified or rescinded, and claims or rights under it can be waived, only in writing by Tetra Tech's Contracts/Procurement Department.

**9.0 QUALITY CONTROL**

Tetra Tech shall perform quality control review of those products furnished by Service Provider. Service Provider shall follow appropriate and acceptable quality control and documentation procedures. Upon request by Tetra Tech, and at no additional cost, Service Provider 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, Service Provider 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 and to preserve public while observing all public health ordinances. Unless otherwise specified herein, no additional charge shall be made or allowed for such packing, marking and shipping. Tetra Tech's name and Blanket Purchase Agreement release order numbers shall be shown on all packing slips, bills of lading and invoices. Packing slips must accompany each shipment. Unless otherwise specified, terms of payment under this Blanket Purchase Agreement shall be as agreed to the destination mentioned herein.

**11.0 PRICES**

The prices specified herein are the Blanket Purchase Agreement prices and are firm and not subject to change except as expressly provided herein or by amendment executed by Tetra Tech. Service Provider shall furnish the goods or services in accordance with the price and delivery terms stated herein. Tetra Tech shall not be liable for any other costs or charges, all of which shall be borne by Service Provider, including, without limitation, unspecified charges for inspection, packaging and shipping; all federal, state and municipal sales, use and other taxes and duties. Whenever any actual or potential event occurs, including labor disputes, that delays or threatens to delay the timely performance of this Release Order, Service Provider shall give immediate notice thereof to Tetra Tech.

**12.0 CHANGES**

Tetra Tech reserves the right to make changes in the specifications of any goods or services covered by this Blanket Purchase Agreement by providing written notice to the Service Provider. 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. Service Provider will give written notice to Tetra Tech of any proposed equitable adjustment within ten (10) days of receiving notice from Tetra Tech of such changes. Service Provider and Tetra Tech will negotiate in good faith any proposed adjustments and upon agreement, Tetra Tech will issue an amended Order incorporating the changes. Any change to be valid and binding upon Tetra Tech must be in writing and signed by an authorized representative of Tetra Tech's Contract and Procurement Department.

**13.0 WARRANTY**

Service Provider warrants that all services covered by this Blanket Purchase Agreement will conform to the descriptions furnished or specified by Tetra Tech, that the services provided will be done using good materials and workmanship, and the equipment will be free from defects, and that equipment promised by the Service Provider for the services outlined in the Agreement will be as specified in this Agreement and will be fit and sufficient for the use intended. If within one year from the date of acceptance by Tetra Tech, the equipment and services supplied by the Service Provider 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 equipment and or services and return them at Service Provider's

expense, the equipment to be replaced by Service Provider on demand, or (2) correct or modify the equipment as required, the costs of such corrections or modifications being for Service Provider's account, or (3) allow Service Provider to enter onto the property of Tetra Tech or of another to correct or modify the equipment as required at Service Provider's expense. Any costs of transportation, shipping, unpacking, examining, repacking, reshipping, and like expenses shall be charged to Service Provider.

Service Provider further warrants that all goods and services delivered or provided hereunder comply with requirements of all applicable laws and regulations. This warranty shall survive any inspection, delivery, or acceptance of the goods and services or payment therefore by Tetra Tech.

#### **14.0 REMEDIES/WAIVER**

If the Service Provider fails to timely perform his obligations under this order, Tetra Tech reserves the right to terminate this Order for default and purchase the goods or services elsewhere. If any goods or services covered by this Order are defective or non-conforming or fail to meet applicable warranties ("Defective Material"), Tetra Tech may, by written notice to the Service Provider: (a) terminate this Order for default; (b) accept the defective material at an equitable reduction in price; or (c) reject the Defective Material and (i) require the delivery of suitable replacements or re-performance of services or (ii) repair such material, perform such services or purchase the Defective Material elsewhere. Tetra Tech may hold Service Provider accountable for any additional cost or damages incurred by Tetra Tech. All Defective Materials replaced or re-performed by Service Provider are subject to these Terms to same extent as items initially furnished or originally ordered. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall run to Tetra Tech, its successors, assigns, employees, students, and users of the goods or services. Rights and remedies of Tetra Tech hereunder are cumulative and in addition to those which Tetra Tech has under law and equity. Any waiver by Tetra Tech of any particular breach or default hereunder by Service Provider shall not constitute a continuing waiver or a waiver of any other breach or default. Approval by Tetra Tech of Service Provider's proposed design, test plans, and/or procedures and manufacturing process, methods, tooling, or facilities shall not relieve Service Provider from meeting all requirements of this Order.

#### **15.0 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 Blanket Purchase Agreement if the Service Provider does not perform as specified in the Blanket Purchase Agreement or if the Service Provider breaches any of the terms contained herein. Tetra Tech reserves the right to terminate this Blanket Purchase Agreement in part or in whole by providing 10 days written notice to the Service Provider. Tetra Tech may also terminate the Blanket Purchase Agreement in the event of insolvency of the Service Provider, the filing of a voluntary petition to have Service Provider declared bankrupt (provided it is not vacated within 30 days of filing), the appointment of a receiver or trustee for Service Provider (provided it is not vacated within 30 days of its date), or the execution by Service Provider of an assignment for the benefit of creditors.

In the event of termination, Tetra Tech shall be liable for (a) the price of any items on this Order previously accepted by Tetra Tech, and (b) reasonable costs incurred by Service Provider for labor and materials for work in process and finished conforming material. Such costs will not exceed the cost of the goods ordered. Tetra Tech may elect to take possession of work in process and finished conforming material.

**16.0 TERMINATION FOR CONVENIENCE**

Tetra Tech may terminate and cancel in whole or in part the Service Provider's further performance and Tetra Tech's obligations at any time by notice to Service Provider confirmed in writing. In the event of receipt of written notice of termination, Service Provider 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, Service Provider 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 Blanket Purchase Agreement calls for items which are to be specially fabricated to Tetra Tech's order, Service Provider shall only be entitled to an equitable amount to cover its direct costs reasonably expended or committed to third parties prior to termination and Service Provider's reasonable costs for prompt orderly termination (less salvage value and amounts, recoverable by Service Provider). If Tetra Tech incorrectly and in good faith terminates Service Provider for breach, such shall be deemed to be a termination for convenience by Tetra Tech and payment shall be made in accordance with this paragraph. In no event shall Tetra Tech's liability or Service Provider's recovery under or with respect to any termination of this Blanket Purchase Agreement exceed the Blanket Purchase Agreement Release 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. TetraTech reserves the right to terminate this contract without assigning any reason.

**17.0 PATENTS**

Service Provider warrants that the use or sales of the services delivered hereunder will not infringe upon the claims of any patent. Service Provider 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.

**18.0 ASSIGNMENT**

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

**19.0 COMPLIANCE WITH LAWS**

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

**20.0 INDEMNIFICATION**

To the extent permitted by the applicable law, Service Provider 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 Service Provider or its employees in entering onto the property of Tetra Tech or of another to install, service or modify materials supplied by Service Provider or others, (3) arising out of breach by Service Provider of any of the warranties contained herein, or (4) resulting from the Service Provider's failure to pay any of its suppliers or Service Providers. Service Provider 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 services for which the Service Provider has given Tetra Tech indemnification are alleged.

## **21.0 CONFIDENTIALITY**

All provisions and understandings, specifications and information contained in this Blanket Purchase Agreements are and shall remain confidential property of Tetra Tech. Service Provider shall make no use whatsoever of them except in performing this Agreement 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 Service Provider's risk and shall be returned to Tetra Tech upon completion of the Blanket Purchase Agreement Release Order if Tetra Tech so requests.

## **22.0 TETRA TECH REQUIREMENTS**

Service Provider will ensure that its employees, agents, or designees, when in or upon Tetra Tech's premises, shall obey all ethics and business conduct, workplace health, safety and security rules and regulations established by Tetra Tech, regarding the conduct of its own employees and any additional rules and regulations established by Tetra Tech for non-employees, including without limitation, security rules, and regulations.

## **23.0 GOVERNING LAW**

This Order and the acceptance thereof shall constitute a valid, binding, and enforceable contract governed by the laws of the State of Maryland and Local law, without regard to its principles of conflicts of law.

## **24.0 GENERAL**

If any clause of this Order is held as a matter of law to be unenforceable or unconscionable, the remainder of this Order shall be enforceable without such clause. This Order supersedes and replaces any previous documents, correspondence, conversations, or other oral or written understandings between Tetra Tech and Service Provider related to the subject hereof. This Order cannot be amended, changed, or modified in any respect unless each such, amendment, change, or modification shall have been agreed upon in writing, signed and delivered by each party hereto.

## **25.0 EXCLUSION OF DAMAGES**

Tetra Tech shall not be liable for any consequential, punitive, exemplary, special or other indirect damages, in contract, tort or otherwise in any action arising out of this Order. Tetra Tech will not be liable for any amount in excess of the amounts paid to Service Provider hereunder.

## **26.0 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 Service Provider / 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 Service Provider / 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.

**27.0 OTHER CLAUSES INCORPORATED BY REFERENCE**

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

**See Appendix A. General Provisions**

- I.0 This Blanket Purchase Agreement (“order”) is an offer made by Engineering Support Program or its subsidiaries and affiliates (collectively, “Tetra Tech”) to purchase goods or services on these terms and conditions, as may be modified by varying terms printed on the face of this order (collectively, “terms”). By acceptance of this order and/or performance hereunder, Service Provider agrees to comply fully with these terms and any attachments to this order. Any attachments referred to in this order are hereby incorporated herein by reference. Acceptance of this order is expressly limited to these terms, and Service Provider’s terms and conditions in acknowledging or accepting this order shall not apply. Acceptance by Tetra Tech of the goods and/or services under this order is not acceptance of Service Provider’s terms and conditions. No employee, representative, or agent of Tetra Tech has any authority to bind Tetra Tech concerning this order unless specifically stated herein or in a written amendment signed by an authorized representative of Tetra Tech’s procurement department. When specified by Tetra Tech, Service Provider shall comply with the geographic code requirements as set forth by the client. Service Provider will ensure that it does not engage in any procurement activity from the following countries: Cuba, Iran, Syria, Sudan and North Korea.

**I. Definitions**

“**Agreement**” means the Blanket Purchase Agreement, these terms, and any other mutually executed agreement between Service Provider and Tetra Tech under which this Order is issued.

“**Client**” means the US Government or another client of Tetra Tech.

“**Goods**” means goods specified by Tetra Tech in the Agreement.

“**Release Order**” means the purchase order issued by an authorized Tetra Tech/ESP representative.

“**Services**” means services specified by Tetra Tech in the Agreement.

“**Taxes**” means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of services or the supply of goods in this Agreement.

“**Terms**” means the terms and conditions specified in the Agreement.

“**Service Provider**” means a party receiving a Blanket Purchase Agreement from Tetra Tech/ESP which references the Terms.

**APPENDIX A  
GENERAL PROVISIONS****2.0 FIXED PRICE CONTRACTS****52-252-2 CLAUSES INCORPORATED BY REFERENCE (JUNE 1988)**

This contract incorporates clauses by reference with the same force and effect as if they were given in full text. Upon request, Service Provider will make their full text available.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I) CLAUSES**

<b><u>REFERENCE</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.214-34	Submission of Offers in English	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors-Competitive Acquisition	OCT 1997
52.215-2	Audit and Records-Negotiation	OCT 1995
52.222-26	Equal Opportunity	APR 1984
52-225-11	Restrictions on Certain Foreign Purchases	OCT 1996
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data-General	JUN 1987
52.242-13	Bankruptcy	JUL 1985

**II. USAID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES**

<b><u>REFERENCE</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
752.202-1	AID Definitions Clause Supplement for AID Contracts Involving Performance Overseas (Alt. 72)	DEC 1986
752.203-1	Officials Not to Benefit	APR 1984
752.204-2	Security Requirements	FEB 1999
752.210-70	Language and Measurement	JUN 1992
752.7008	Use of Government Facilities or Personnel	APR 1984
752.7010	Conversion of U.S. Dollars to Local Currency	APR 1984
752.7015	Use of Pouch Facilities	JUN 1991
752.7009	Marking	JAN 1993
752.7013	Service Providers-Mission Relationships	OCT 1989

END