
To: Offerors

From: Tetra Tech - Initiative to Strengthen Local Administrations/ISLA

Date: 03 October, 2019

Subject: **Request for Quotation – Provision of Internet for ISLA Office at IDLG-Wazir Akbar Khan, Kabul.**

Reference: USAID Contract No. AID-306-C-15-00005
Initiative to Strengthen Local Administrations (ISLA) Project

Dear Offerors:

Enclosed is a request for quotation for the **Provision of Internet for ISLA Office at IDLG-Wazir Akbar Khan, Kabul.**

Tetra Tech/ISLA invites firms to submit their best-offer in response to the subject RFQ in support of the Initiative to Strengthen Local Administrations (ISLA) project, funded by the U.S. Agency for International Development (USAID) under Contract No. AID-306-C-15-00005.

- I. **Type of Purchase Order** – An award resulting from this RFQ will be a Fixed Price Purchase Order.
- II. **Submission of Quotes** – The quote must be delivered to procurement@isla-af.com no later than 08 October, 2018.

The quote (consisting of Appendices A through E) shall be accompanied and sent to required email.

Offeror’s Agreement with Terms and Conditions – The completion of all RFQ requirements in accordance with the instructions in this RFQ and submission to TETRA TECH/ISLA of a quote will constitute an offer and indicate the Offeror’s agreement to the terms and conditions in this RFQ and any attachments hereto. TETRA TECH/ISLA reserves the right to award a purchase order without discussion and/or negotiation; however, TETRA TECH/ISLA also reserves the right to conduct discussions and/or negotiations, which among other things may require an Offeror(s) to revise its quote (technical and/or price. Issuance of this RFQ in no way obligates TETRA TECH/ISLA to award a purchase order, nor does it commit TETRA TECH/ISLA to pay any costs incurred by the Offeror in preparing and submitting the quote.

- III. **Confirmation of Receipt of RFQ** – Please confirm receipt of this RFQ by “reply all” email within 48 hours. Failure to confirm receipt may disqualify a recipient from consideration of award under this RFQ.
- IV. **Index of RFQ** – This RFQ is comprised in its entirety of the following sections and appendices:

Sections of RFQ

Section 1	Quotation Instructions
Section 2	Description of Goods/Services
Section 3	Special Provisions
Section 4	Evaluation Criteria

Appendices

- Appendix A: Cover Letter
- Appendix B: Detailed Cost Breakdown/Bill of Quantities Form
- Appendix C: Copy of Business License
- Appendix D: Past Experience
- Appendix E: Quotation Checklist
- Appendix F: Applicable Purchase Order Terms and Conditions

- V. **Composition of Quote** – Offerors shall submit his quote for items detailed in Appendix B Detailed Cost Breakdown/Bill of Quantities. The quote will consist of Appendix A through F (see above).

SECTION 1 – QUOTATION INSTRUCTIONS / ADDITIONAL INFORMATION

The Offeror shall submit its best price offer/quotation as per the following requirements:

1. Quotation Cover Letter signed by a person authorized to sign on behalf of the Offeror. Use the template in Appendix A.
2. Pricing:
 - All Prices shall be quoted in Afghan Afghani (AFN) Only.
 - Offeror shall submit quotes in prescribed Format of Appendix B.
 - The unit prices for each item shall be firm and fixed.
 - In case of price discrepancy between unit price and SUBTOTAL price, the unit price shall prevail.
 - The price quoted shall be for complete delivery of services and inclusive of all taxes all charges for service contingent to the work.
3. Delivery:
 - The Bidder will be expected to deliver the full scope of services stated in Appendix B in accordance with the performance schedule stated in the Purchase Order.
 - In no case, shall the Bidder deliver quantities in excess of the quantities stated in Appendix B, without written direction of the buyer.
 - Upon performance of the services by the Vendor/Bidder, the Purchaser shall complete and sign a Certificate of Completion that the Vendor/Bidder shall include with its invoices for services performed.
4. TETRA TECH/ISLA is Exempt from Import Duties into Afghanistan
5. TETRA TECH/ISLA has the rights to increase or decrease the services detailed in this RFQ
6. TETRA TECH/ISLA Payment terms: Net 30 days from receipt of a correct invoice, as described in the Purchase Order.
 - The Vendor/Bidder shall be entitled to invoice for delivered materials and services upon completion of the services providing such invoices are properly documented, in the correct form and include all required documentation.
 - Each invoice will be accompanied by a Certificate of Completion signed by the applicable TETRA TECH/ISLA representative.
7. Bid validity: Net 30 days from date of submission
8. TETRA TECH/ISLA will not award a subcontract or purchase order to an organization without AISA/Ministry of Commerce Business license or other business licenses, recognized by GIROA such as municipal business licenses. The AISA/Ministry of Commerce Business License must be attached to the quotation.

SECTION 2 – DESCRIPTION OF GOODS OR SERVICES REQUIRED

Please refer to Appendix B for a list and specifications of items required.

Delivery of the services described in Appendix B shall be made to the project site according to the schedule of performance set forth in the Purchase Order and Appendix B, hereto.

SECTION 3 – SPECIAL PROVISIONS

The below provisions will be incorporated into any purchase order issued by TETRA TECH/ISLA.

3.1. Government Withholding Tax

Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, TETRA TECH/ISLA is required to withhold "contractor" taxes from the gross amounts payable to all Afghan for-profit subcontractors/vendors. In accordance with this requirement, TETRA TECH/ISLA 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, Ministry of Commerce license or municipal business license, TETRA TECH/ISLA 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 TETRA TECH/ISLA.

3.2 Penalty Charges

If the Vendor fails to supply the specified Goods/Services within the date stipulated, TETRA TECH/ISLA shall, without prejudice to its other remedies under the Purchase Order/Contract price, as liquidated damages, deduct a sum equivalent to one percent (1%) of the delivered price of the delayed Goods/Services for each day of the delay until actual delivery, up to a maximum deduction of Ten Percent (10%) of the Purchase Order price.

3.3 Source, Origin and Nationality

The Source and Nationality Code for this procurement is: 937

With reference to the clause of this contract entitled "Source and Nationality Requirements" for procurement of goods and services (AIDAR 752.225-70, 752.225-71), the following applies:

- (a) No equipment, materials, or services will be eligible for USAID financing if offered by a vendor included on any list of suspended, debarred, or ineligible suppliers used by USAID. The Vendor must be a citizen or legal resident of, or a corporation or partnership organized under the laws of the United States of America. Controlled foreign corporation, joint venture, and unincorporated associations may also be eligible if they meet the eligibility requirements specified in the AIDAR.

The vendor may not supply any goods or services manufactured in or shipped from the following countries: Cuba, Iran, North Korea, and Sudan.

3.4. Inspection

TETRA TECH/ISLA shall have reasonable time to time, after delivery, to inspect the service and goods, and to reject acceptance in not conforming to the specifications of this Purchase Order and offer. Recovery of the rejected item (s) shall be the sole responsibility of the supplier.

SECTION 4 - EVALUATION CRITERIA

All quotations received in response to this solicitation will be evaluated and scored by evaluation sub factors. The Subcontract/Purchase Order shall be awarded on lowest price, technically acceptable basis. The following sub factors shall be used to evaluate offers:

1. Technically Acceptable – TETRA TECH/ISLA will evaluate each Offeror on its expertise and specification described in the bill of quantity
2. Price – TETRA TECH/ISLA will consider the total cost of the bid compared to bids received from other Offerors and market prices. An analysis of cost reasonableness and competitiveness will be conducted on all bids received.

APPENDIX A

QUOTATION COVER LETTER
[On Bidder Letterhead]

<Insert date>

TO: Tetra Tech
ISLA Project
Attention: Procurement Unit
Kabul Star Hotel Charhi Answari Shahr-e-Naw Kabul Afghanistan.
District 04
Kabul Afghanistan

Ladies and Gentlemen:

We, the undersigned, offer to provide the Quotation (Technical and Price) in response to **Request for Quotation - RFQ #83**; dated 2 October, 2019 for the **Provision of Internet for ISLA Office at IDLG-Wazir Akbar Khan, Kabul**. Our attached quotation is for the sum of AFN _____.

Our quotation shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the quotation, which is _____.

We understand you are not bound to accept any quotation you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Appendix B
BILL OF QUANTITIES

Item No.	Item Description	Specifications	Qty	U/M	Fixed Unit Price	Total Fixed Price	Performance Date
001	Internet Provision	P2P Wireless Link Internet Service (1 Mbps Download/1 Mbps Upload Speed) for ISLA Office at Independent Director of Local Governance (IDLG), Wazir Akbar Khan, Kabul. The price should be inclusive of equipment and installations. ISLA will not purchase any equipment associated to internet provision. The vendor should provide and take it back at the end of contract.	8	month			To be determined.

GRAND-TOTAL IN AFGHAN AFGHANIS ONLY (AFN)	
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DISCLAIMER –Please note that any and all references to brand, make, model, trademark, etc. are solely present for specifications purposes. We are not requesting that you quote the item listed; rather we are requesting that you quote the least expensive item that meets the same technical specifications as the item listed.

Additional Required Information		
No	Description	Response
1.00	Validity of Bid Price:	
2.00	Performance Period:	
3.00	Payment terms:	

**APPENDIX C
BUSINESS LICENSE/CERTIFICATE**

License

Appendix D– Summary of Relevant Work Experience
Bidder Company Name:

S. No	Client Name, Agent, Contact Information (Valid Email & Telephone)	Description of Goods and/or Services Delivered/Performed.	Location, Start and End Dates & Value of Works in USD\$. Subcontractor or Contractor	Was contract or purchase order completed successfully?	Remarks
1					
2					
3					
4					
5					

Note: the offeror must list three (but not more than 5) clients where similar services were provided within the last 3 years.

APPENDIX E:**TETRA TECH/ISLA QUOTATION CHECKLIST**

(Please check all that apply and include this page in the sealed envelope with the proposal)

Request for Quotation - RFQ # ARD/ISLA 083 – Provision of Internet for ISLA Office at IDLG-Wazir Akbar Khan, Kabul.

Offeror: _____

Have you?

- Submitted your bid to TETRA TECH/ISLA in a sealed envelope containing hard copy by the required deadline?

Does your proposal include the following?

- Cover Letter *(use template in Appendix A)*
- Detailed Cost Breakdown/Bill of Quantities Form *(use form in Appendix B)*
- Copy of Business License *(use form in Appendix C)*
- Past Experience *(use form in Appendix D)*

APPENDIX F PURCHASE ORDER TERMS AND CONDITIONS

Article 1 Purchase Order Documents

The following documents shall constitute the Purchase Order/Agreement between TETRA TECH ARD-USAID ISLA and the Vendor, and each shall be read and construed as an integral part of the Purchase Order/Agreement:

- (a) The Purchase Order/Agreement
- (b) The Technical Specification-Delivery Schedule
- (c) The General Provisions
- (d) The Supplier's Quotation and Original Price offered-Schedule
- (e) Certification Regarding Responsibility Matters - APR 2010. (FAR Reference 52.209-5),
- (f) Prohibition on Assistance to Drug Traffickers. (22 CFR Part 140),
- (g) Certification Regarding Terrorist Financing. (Implementation of Executive Order 13224)
- (h) Certification of Anti-Kickback and No Conflict of Interest
- (i) The Inspection and Acceptance Report
- (j) Trafficking In Persons (October 2010)
- (k) Certification Regarding Contactor Employee Whistleblower Protections

1.1 This Purchase Order/Agreement shall prevail over all other Agreements. In the event of any discrepancy or inconsistency within the Purchase Order/Agreement documents, the documents listed above shall prevail in the order listed.

1.2 In consideration of the payments to be made by TETRA TECH ARD-USAID ISLA to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the TETRA TECH ARD-USAID ISLA to provide the Goods and Commodities therein in conformity with all aspects of the requirements in the technical specification in the Purchase Order/Agreement.

Article 2 Type of Purchase Order/Agreement

Firm Fixed Price Purchase Order

Article 3 Background

The USAID Initiative to Strengthen Local Administrations (USAID-ISLA) Project was awarded by USAID to Tetra Tech ARD to strengthen sub-national government systems in Afghanistan to enable the Government of the Islamic Republic of Afghanistan (GIROA) to improve provincial governance in the areas of fiscal and development planning, representation of citizens, and enhanced delivery of public services.

Article 4 Payment

The Vendor shall submit a properly prepared invoice (original), to the Procurement Manager, Abdul Nasir, TETRA TECH ARD-USAID ISLA Office, at Kabul-By, Opposite Kabul Customs, District # 9 Kabul Afghanistan} for payment.

TETRA TECH ARD-USAID ISLA will pay the Vendor in accordance with the payment schedule stipulated above. TETRA TECH ARD-USAID ISLA reserves the right to withhold payment if the Vendor fails to meet its obligations, in part or in full, under this purchase order.

Note: TETRA TECH ARD-USAID ISLA will process the invoice after the successful completion and delivery of all the required deliverables by the vendor.

All invoices must be submitted for payment in the proper format not later than Thirty (30) days following delivery of the goods.

A proper invoice must clearly indicate the following information:

- Contract no. **AID-306-C-15-00005**
- Purchase Order No.
- Project Name: **Tetra Tech ARD-ISLA**
- Project Title:
- Vendor Name, Representative Name, Remittance Address, Phone Number and Email Address:
- Invoice Date and Number
- Specific Deliverable(s) Completed
- Total Invoice Amounts with line item breakdown
- Clear, legible, color copy of the Tazkira(s) and or passport copies for the listed AISA Licensed personnel.
- Clear, legible, color copy of the AISA License or Ministry of GIRoA license.
- Signed Purchase Order's Final Release Certificate and Indemnity (both signatures Vendor and Witness)

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

- Account Name
- Account No.
- Bank Name
- SWIFT Code
- Correspondent US Bank
- Correspondent ABA No.
- Correspondent Account No.

In addition, the following certification shall be included and signed by an authorized representative of the Vendor: "The undersigned hereby certifies that the invoice and any attachments have been prepared from the books and records of the Vendor in accordance with the terms of this contract, and to the best of my knowledge and belief are correct."

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 my knowledge and belief, they are correct;*
- (2) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;*
- (3) The quantities and amounts involved are consistent with the requirements of the Purchase Order;*
- (4) If invoicing using hourly/daily rates, that the amount claimed is proper and due, that all hourly/daily rates claimed are for actual hours/days (or fractions thereof) which have been satisfactorily provided/performed;*
- (5) That other costs claimed are allowable and are actual direct costs incurred in performance of the Purchase Order, and have been paid by the Vendor;*
- (6) All payments due to Vendors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with the requirements of Chapter 39 of Title 31, United States Code;*
- (7) Appropriate refund shall be made to TETRA TECH ARD-USAID ISLA promptly upon request in the event of disallowance of any costs by USAID resulted from any inconsistency for services to be performed and/or goods to be supplied under the terms and conditions of the Vendor; and*
- (8) This certification is not to be construed as final acceptance of the Vendor's performance.*

TETRA TECH ARD-USAID ISLA shall pay the Vendor within thirty (30) calendar days after receipt of a proper invoice and acceptance of deliverables detailed in above.

TETRA TECH ARD-USAID ISLA reserves the right to withhold payment if the Vendor fails to meet its obligations, in part or in full, under this purchase order.

5.0 Tax Withholding

Pursuant to the provisions of the Government of Afghanistan Income Tax Law 2009, Article 72, effective March 2009, TETRA TECH ARD-USAID ISLA is required to withhold income tax at the prescribed rates at the time of making payment to the legal or natural person(s) providing supplies, materials, construction and services under contract, including purchase order procurements, for transactions of AFA 500,000 and above.

Withholding Rate

The prescribed rate of income tax withholding is 2% of the gross purchase amount for contractors/Service Providers who have a business license registered with the Afghanistan Investment Support Agency (AISA); 7% of the gross purchase amount for contractors/Service Providers not registered with AISA who are conducting business without a license or contrary to approved by-law.

If the vendor has continued business with TETRA TECH ARD-USAID ISLA an accumulative invoice payment balance shall be maintained. Once the accumulative invoice amount exceeds the required taxable withholding amount the appropriate tax due shall be held from the pending payment and all future invoice payments.

ARTICLE 6 OTHER TERMS AND CONDITIONS

6.1 Definitions

Set forth below are terms used in the purchase order. Reference to these terms will be interpreted as follows:

- a. "USAID" is the United States Agency for International Development.
- b. "Contractor" is Associates for Rural Development, Inc. (TETRA TECH ARD-USAID ISLA) under the Project funded by USAID under Contract No. **AID-306-C-15-00005**
- c. "Vendor" is the person or firm rendering the supply requested under this agreement.

6.2 Governing Law and Language

This contract will be interpreted in accordance with the laws of the State of Vermont. All notices pursuant to the provisions of this contract shall be in English. (Reference 752.211-70 LANGUAGE AND MEASUREMENT (JUN 1993))

6.3 Source and Nationality Requirements

The Source and Nationality Code for this procurement is: 937

With reference to the clause of this contract entitled "Source and Nationality Requirements" for procurement of goods and services (AIDAR 752.225-70, 752.225-71), the following applies:

- (b) No equipment, materials, or services will be eligible for USAID financing if offered by a vendor included on any list of suspended, debarred, or ineligible suppliers used by USAID. The Vendor must be a citizen or legal resident of, or a corporation or partnership organized under the laws of the United States of America. Controlled foreign corporation, joint venture, and unincorporated associations may also be eligible if they meet the eligibility requirements specified in the AIDAR.

6.4 Delivery of Goods and Package

Project requirements make it imperative that all supply rendered under this agreement be delivered as expeditiously as possible. The vendor is expected to propose and adhere to their stated delivery as required by the TETRA TECH ARD-USAID ISLA Representative. TETRA TECH ARD-USAID ISLA Project may grant a delivery extension; but reserves the right to refuse any and all late deliveries. By acceptance of an agreement, the vendor acknowledges and agrees that TETRA TECH ARD-USAID ISLA Project will not be obligated to accept late deliveries. The Period of Performance shall be negotiated and agreed for quick delivery. ISLA logistic team will receive it after inspecting and accepting at vendor's facility

6.5 Assignment

The Vendor may not assign its obligation to perform under the contract except with the prior written consent of TETRA TECH ARD-USAID ISLA Contracts, Procurement and Grants Unit. Additionally, the Vendor may not assign its rights to receive payment under the contract except with the prior written consent of TETRA TECH ARD-USAID ISLA COP.

On Terrorism Financing: The Vendor 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 vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all second tier Purchase Orders issued under this Purchase Order.

6.6 Indemnification

The Vendor hereby agrees to indemnify, defend and hold TETRA TECH ARD-USAID ISLA Project, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by TETRA TECH ARD-USAID ISLA Project or any of the foregoing persons that arise from or may be attributable to: (i) a breach of any obligation, representation or warranty of the Vendor hereunder or (ii) errors, omissions or fault of the Vendor in the performance or services pursuant to the Agreement up to the resolution / settlement value of two (2) times the face value of this purchase order. The Vendor's obligation under this paragraph will survive cancellation, expiration or termination of this Purchase Order by either party for any reason.

6.7 Liability

The vendor shall be liable for any loss, damage or injury, which its performance of the services may cause to property belonging to TETRA TECH ARD-USAID ISLA, its personnel or any other person for whom it is responsible and which may have been caused by the vendor's failure to comply with the terms of this Purchase Order. The vendor shall be liable for all taxes, value added tax, duties, Municipal charges, levies and all other forms for charges that arise and/or become due as a consequence of this Purchase Order.

6.8 Inspection

TETRA TECH ARD-USAID ISLA shall have reasonable time, after delivery, to inspect the goods, and to reject acceptance in not conforming to the specifications of this Purchase Order and offer.

Recovery of the rejected item (s) shall be the sole responsibility of the supplier.

Warranty Material & Labor:

If applicable, all materials and installation shall be warranted for 1 year. If any breakage (Material or Installation), contractor shall provide the same or installation materials labor of equal or higher value within one (1) day of problem notification to your company contact.

6.9 Warranty and Fitness of Commodities/Goods

The Vendor warrants that the goods and commodities supplied under the Purchase Order are new, original, unused; in accordance with the technical specification of the solicitation/bid documents and that they incorporate all recent improvements in design and materials. The Vendor further warrants that all goods and commodities supplied under the Purchase Order shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied goods and commodities in the conditions prevailing in the country of final destination.

The manufacturer's warranty shall remain valid and in full force and effect for twelve (12) months after the purchase of the goods and commodities, or any portion thereof as the case may be, after the completion of delivery and acceptance at final destination of the goods and commodities under the Purchase Order.

6.10 Responsibility of the Vendor

The vendor is responsible for providing the goods/services in accordance with this Purchase Order.

6.11 The Vendor's Personnel

The vendor shall be liable and responsible for all the services performed by its personnel, employees, servants, agents and sub- contractors under this Purchase Order.

6.12 General Provisions

This Purchase Order incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, TETRA TECH ARD-USAID ISLA Project will make their full text available.

6.13 Disputes

- a) Should a dispute as to the proper interpretation of this Subcontract/Purchase Order, or Statement of Work or material performed or furnished hereunder, arise which concerns the parties hereto only, or Subcontractor and other vendors or suppliers, the same shall be decided by binding arbitration, pursuant to the rules of arbitration of a recognized and mutually acceptable national arbitration entity.
- b) The Vendor shall proceed diligently with the Statement of Work, unless the subcontract has been cancelled, pending final determination pursuant to any Disputes clause or pursuant to any other action taken with respect to a claim or claims.
- c) In the event either party institutes suit in court against the other party or against the surety of such party, in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief granted by the court.

INCORPORATED PROVISIONS

This Subcontract/Purchase Order incorporates by reference the FAR and AIDAR clauses listed below with the same force and effect as if they were given in full text.

A. Changes in Reference

This Subcontract/Purchase Order incorporates by reference the FAR and AIDAR clauses listed below with the same force and effect as if they were given in full text. Changes in references in the clauses of this article are as follows:

- (1) Contractor shall mean Subcontractor.
- (2) Contract shall mean Subcontract, e.g., this Subcontract between TETRA TECH ARD-USAID ISLA and SUBCONTRACTOR.
- (3) Contracting Officer shall mean the Tetra Tech ARD Contracting Officer or his authorized representatives.
- (4) The term "subcontract" means "second-tier or lower-tier subcontract".
- (5) The term "contract" means, "subcontract".
- (6) The term "Government" means "Tetra Tech".

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number and Title) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

CLAUSES INCORPORATED BY REFERENCE

Federal Acquisition Regulation (FAR)

CLAUSE NO.	CLAUSE TITLE
52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)

CLAUSE NO.	CLAUSE TITLE
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APRIL 2010)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2006)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
52.225-05	TRADE AGREEMENTS (AUG 2009)
52.225-11	BUY AMERICAN ACT --- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEPT 2009)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-14	RIGHTS IN DATA - GENERAL (DEC 2007)
52.227-17	RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
52.228-07	INSURANCE--- LIABILITY TO THIRD PERSONS (MAR 1996)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.243-1	CHANGES- FIXED PRICE (AUG 1987)
52.244-2	SUBCONTRACTS (OCT 2010)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
52.246-4	INSPECTION OF SERVICES -- FIXED PRICE (AUG 1996)
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

US Agency for International Development Acquisition Regulation (AIDAR 48 CFR Chapter 7)

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>
752.202-01, ALT. 70	A.I.D. DEFINITIONS CLAUSE -- GENERAL SUPPLEMENT FOR USE IN ALL A.I.D. CONTRACTS (JAN 1990)
752.202-01, ALT. 72	A.I.D. DEFINITIONS CLAUSE -- SUPPLEMENT FOR A.I.D. CONTRACTS INVOLVING PERFORMANCE OVERSEAS (DEC 1986)
752.204-2	SECURITY REQUIREMENTS
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)
752.211-70	LANGUAGE AND MEASUREMENT (JUN 1993)
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)
752.225-71	LOCAL PROCUREMENT (FEB 1997)
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISES (JULY 1997)
752.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
752.228-9	CARGO INSURANCE
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (OCT 1998)
752.245-70	GOVERNMENT PROPERTY- USAID REPORTING REQUIREMENTS
752.245-71	TITLE TO AND CARE OF PROPERTY (APR 1984)
752.7001	BIOGRAPHICAL DATA (JUL 1997)
752.7002	TRAVEL AND TRANSPORTATION (JAN 1990)
752.7007	PERSONNEL COMPENSATION (JUL 2007)
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)
752.7009	MARKING (JAN 1993)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS (JAN 1990)
752.7023	REQUIRED VISA FORM FOR AID PARTICIPANTS (APR 1984)
752.7025	APPROVALS (APR 1984)
752.7027	PERSONNEL (DEC 1990)
752.7028	DIFFERENTIALS AND ALLOWANCES (JUL 1996)
752.7031	LEAVE AND HOLIDAYS (OCT 1989)
752.7033	PHYSICAL FITNESS (JUL 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)
752.7035	PUBLIC NOTICES (DEC 1991)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (is): <http://arnet.gov/far/>

AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks

before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

COMMUNICATIONS PRODUCTS (OCT 1994)

- (a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.
- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions are attached.
- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:
 - (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

Certifications

1. CERTIFICATION REGARDING RESPONSIBILITY MATTERS.

FAR Reference 52.209-5.

As prescribed in 9.104-7(a), insert the following provision:

Certification Regarding Responsibility Matters (APR 2010)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that –
- (i) The Offeror and/or any of its Principals –
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (D) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples.
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor non responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

2. KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

22 CFR Part 140, Prohibition on Assistance to Drug Traffickers.

Note: This certification shall be filled by any key person proposed in the project.

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.
3. A false certification from a key person involved in the project, shall result in the termination of his/her contract with the operator.

3. CERTIFICATION REGARDING TERRORIST FINANCING

Implementation of Executive Order 13224

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

- (a) The Recipient, 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 terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph (c).
- (b) The following steps may enable the Recipient to comply with its obligations under paragraph (a)
 - (1) Before providing any material support or resources to an individual or entity, the Recipient 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 the Recipient.
 - (2) Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - (3) Before providing any material support or resources to an individual or entity, the Recipient 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.
 - (4) The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- (c) For purposes of this Certification-
 - (1) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (2) "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 subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation 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.
- (3) “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
- (4) References 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 ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient 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.
- (5) The Recipient’s obligations under paragraph (a) are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.”

4. CERTIFICATION OF ANTI-KICKBACK AND NO CONFLICT OF INTEREST

Offeror hereby acknowledges that Tetra Tech ARD is a USAID contractor and must fully comply with all USAID regulations, including those relating to ethics and integrity in purchasing.

Specifically, there may be no transactions entered into by Tetra Tech ARD that involve kickbacks and/or present a conflict of interest on the part of either Tetra Tech ARD or those individuals or entities with which Tetra Tech ARD does business.

Kickback, as used above, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment. No person or entity is to either provide or attempt to provide any kickback, nor to solicit, attempt to solicit, or accept a kickback during the course of any transaction. Nor shall Offeror include, either directly or indirectly, the amount of any kickback in the price charged to a USAID contractor.

Offeror shall act in a manner consistent with his/her fiduciary responsibilities to Tetra Tech ARD and shall exercise particular care that no detriment to Tetra Tech results from conflicts between their interests and those of Tetra Tech and/or any beneficiary to the Land Reform Afghanistan. Offeror is considered to have a conflict of interest when Offeror has an existing or potential financial or other interest that impairs or might appear to impair Offeror’s independence of judgment in the discharge of responsibilities to Tetra Tech or that may result in undue benefit to any party to this transaction or beneficiary there from.

The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations as described above in its own operations. When Offeror has reasonable grounds to believe that a violation of the above may have occurred, Offeror shall promptly report in writing the possible violation to Tetra Tech ARD in care of the Chief of Party, USAID-ISLA .

Therefore Offeror hereby states that, to the best of his/her knowledge, that no violation of the above has or shall take place in relation to the transaction currently under consideration.

5. INSPECTION / ACCEPTANCE OF WORK

The vendor shall tender for acceptance only those items and services that conform to the requirements of this purchase order. TETRA TECH ARD-USAID ISLA reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Tetra Tech ARD may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. TETRA TECH ARD-USAID ISLA must exercise its acceptance rights in writing-

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

If, within three days of receipt of such notice, the vendor does not repair or replace item(s) or improve performance as determined by Tetra Tech ARD's authorized representative, TETRA TECH ARD-USAID ISLA reserves the right to terminate this purchase order.

Legal Requirements

(a) The vendor 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 vendor to ensure compliance with these Executive Orders and laws. This statement must be included in all purchase orders/subcontracts/sub-awards issued under this purchase order.

One of the applicable orders is Executive Order 13224, dated September 2, 2001. The web site of the Office of Foreign Assets Control (OFAC), of the Department of Treasury, contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other applicable statutes, regulations and Executive Orders. See <http://www.treas.gov/offices/enforcement/ofac/>

- (b) Vendor will check the following website and will not contract with any person or entity that is listed on the website. <https://www.sam.gov/portal/public/SAM/>
- (c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants, and sub-grants issued under this purchase order.

Restrictions on Certain Foreign Purchases

a) The vendor shall not acquire, for use in the performance of this purchase order, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. The OFAC website listing countries with restrictions is found at: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. Current restricted countries are Cuba, Iran, North Korea, and Sudan.

The vendor shall insert this clause, including this paragraph (b), in all lower-tier sub-agreements.

6. TRAFFICKING IN PERSONS (OCTOBER 2010)

a. Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, sub-recipients under this award, and Sub-recipients' employees may not—

- (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procure a commercial sex act during the period of time that the award is in effect; or
- (iii) Use forced labor in the performance of the award or sub-awards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —

- (i) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

- (A) Associated with performance under this award; or
- (B) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to a recipient other than a private entity.

(1) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—¹²

- (i) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or
- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

- (A) Associated with performance under this award; or
- (B) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b of this section:

- (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any sub-award you make to a private entity.

d. Definitions. For purposes of this provision:

(1) “Employee” means either:

- (i) An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
- (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are¹³ contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: 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.

(3) “Private entity”:

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25(b).

(ii) Includes:

- (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25 (b).
- (B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

7. CERTIFICATION REGARDING CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS

Offeror hereby acknowledges that Tetra Tech ARD is a USAID contractor and must fully comply with all USAID regulations, including those relating to subcontractor employee whistleblower protections.

US statute 41 U.S.C. 4712 states that an "employee of a contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress, or a representative of a Congressional Committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or sub-grantee who has the responsibility to investigate, discover or address misconduct.

The subcontractor agrees to abide by the terms of US Statute 41 U.S.C. 4712 and include the terms set out in this section in any subcontract related to this subcontract that is above the simplified acquisition threshold under the FAR