REQUEST FOR QUOTATION (RFQ)

TO:	Offerors
FROM:	Tetra Tech ESP
ISSUANCE DATE:	November 27, 2019
CLOSING DATE:	December 10, 2019 (4:00 PM, Kabul, Afghanistan Local Time)
SUBJECT:	***Request for Quotation – RFQ#ESP-2019-141 Supply and Delivery of Potable Bottled Water (0.5L) & (20L) to Tt ESP Kandahar Office***
REFERENCE:	USAID/Tetra Tech Contract No. AID-306-C-16-00010 Engineering Support Program (ESP)

Dear Offerors,

Enclosed is a Request for Quotation (RFQ) for Supply and Delivery of Potable Bottled Water (0.5L) & (20L) to Tetra Tech ESP Kandahar Office, located at Aino Mena, in Kandahar, 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 December 5, 2019 (4:00 PM Kabul, Afghanistan Local Time). Offerors are invited to address questions via e-mail to: Tim.Kaendera@tetratech.com and Justin.Doyle@tetratech.com with a cc to Zia.Siddiqi@tetratech.com, a.ibrahimzai@tetratech.com, and Nazaneen.Kakar@tetratech.com.

   Insert in subject line: ***Request for Quotation – RFQ#ESP-2019-141 Supply and Delivery of Potable Bottled Water (0.5L) & (20L) to Tt ESP Kandahar Office***

2. **Submission of Quotation:**
   All responses must be in English. All documents needing signature/stamp should be signed/stamped and submitted in hard copy in a sealed envelope to the Tetra Tech ESP Contracts and Procurement Department located at Street No. 1, House No. 2, next to Massoud Foundation, Shash Darak, District No. 9, Kabul, Afghanistan no later than **December 10, 2019** (4:00 PM Kabul, Afghanistan Local Time).

   Insert in subject line: ***Request for Quotation – RFQ#ESP-2019-141 Supply and Delivery of Potable Bottled Water (0.5L) & (20L) to Tt ESP Kandahar Office***

   For inquiry regarding the Tetra Tech ESP Office address ONLY, you may contact: +93 (0) 702 755 244 or +93 (0) 730 710 541.

Appendices Attached:

Appendix A – Bid Price Quotation

Note: Only Appendix A should be completed in your response to this RFQ.

نوت: در پاسخ به درخواست این نرخنامه تنها بخش A را خانه پری نماید.

Appendix B – Blanket Purchase Agreement Template

Note: Appendix B is for information purposes only. Please do not fill it out.

نوت:بخش B تنها برای معلومات اضافی شما میباشد لطفاً انرا خانه پری نه نماید.

SECTION A – QUOTATION INSTRUCTIONS

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

1. **Appendix A – Bid Price Quotation**
   The Offerors shall ***ONLY*** submit a signed and 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 "***Request for Quotation – RFQ#ESP-2019-141 Supply and Delivery of (0.5L) & (20L) Potable Bottled Water to Tt ESP Kandahar Office***", and "TO BE OPENED ONLY BY MEMBER(S) OF THE EVALUATION COMMITTEE." **Tetra Tech ESP may choose not to evaluate an irresponsive bid.**

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

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

SECTION B – TYPE OF AWARD

The award will be a Blanket Purchase Agreement (BPA).

SECTION C – DESCRIPTION OF GOODS/COMMODITIES OR SERVICES

Supply and Delivery of Potable Bottled Water (0.5L) & (20L), as specified under Appendix A, to Tetra Tech ESP Kandahar Office, located at Aino Mena, in Kandahar, Afghanistan.

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-2019-141 Supply and Delivery of Potable Bottled Water (0.5L) & (20L) to Tt ESP Kandahar Office

under
USAID Engineering Support Program
Contract No. AID-306-C-16-00010

S/No	Description of Goods/Commodities or Services	Unit of Measurement	Brand Name	Unit Price/Case (US$)
1.	**Potable Bottled Water (0.5 liters)**			
1.1	Supply and Delivery of Potable and Purified Bottled Water (0.5 L)	**Case** (12 bottles/case)	Etihad	
1.2	Supply and Delivery of Potable and Purified Bottled Water (0.5 L)	**Case** (12 bottles/case)	Alkozai	
			Subtotal 1:	
2.	**Potable Bottled Water (20 liters)**			
S/No	**Description of Goods/Commodities or Services**	**Unit of Measurement**	**Brand Name**	**Unit Price/Bottle (US$)**
2.	Supply and Delivery of Potable and Purified Bottled Water (20 L)	**Bottle** (20 liters)	N/A	
			Subtotal 2:	
			Grand Total: Subtotal Lot's 1+2:	

Additional Requirement	
Validity of Bid Price (Quotation)	**Ninety [90] Days**

_____

Authorized Signature and Stamp

Name and Title of Signatory: _____

Name of the Firm: _____

Address: _____

Email Address: _____

Telephone No.: _____

Note: The Offerors are required to submit the following:

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

APPENDIX B – BLANKET PURCHASE AGREEMENT TEMPLATE

Engineering Support Program (ESP)

USAID Contract No. AID-306-C-16-00010

BLANKET PURCHASE AGREEMENT (BPA)

(Not Valid if over $150,000)

Description of Goods/Commodities or Services

1. BPA#: XXX	**2. Effective Date:** M-D-Y	**3. Expiration Date:** M-D-Y

4. SERVICE PROVIDER NAME & ADDRESS: **Vendor Name** Vendor Address E-mail: Insert Cell: +93 (0) XXX XXX XXX	**5. PLACE OF DELIVERY/ACCEPTANCE:** **Tetra Tech ESP** Street 1, House 2 Opposite Bagh-e-Quloob, Near Bonyad Masoud, Shash Darak, Kabul, Afghanistan

6. ORDER TABLE

Description of Goods/Commodities or Services	Unit	Unit Price (USD)	Quantity	Deliverable Number and Date
Insert	Insert	Insert	Based on Need/Order	As per each Supply Order
Insert	Insert	Insert	Based on Need/Order	As per each Supply Order
Insert	Insert	Insert	Based on Need/Order	As per each Supply Order

7. CEILING PRICE: USD XXX.00	**8. SHIP VIA: Local Courier**
9. Tetra Tech ESP Prime Contract No: AID-306-C-16-00010	**10. Activity Charge No:** Insert
11. Tetra Tech ESP Chief of Party:	**12. Tetra Tech ESP Technical Direction:** Insert
13. Tetra Tech ESP Director of Operations	**14. Tetra Tech ESP Contracts Manager:**

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.

The Contractor: Tetra Tech ESP _____ Printed Name: Title: **Director of Operations** Date: _____	
The Contractor: Tetra Tech ESP (Signature of authorized individual) _____ Printed Name: Title: **Chief of Party** Date: _____	**The Service Provider: Vendor Name** (Signature of authorized individual) _____ Printed Name: Title: Date: _____

BLANKET PURCHASE AGREEMENT (BPA)

INTRODUCING THE BPA

1. A Blanket Purchase Agreement, or BPA, is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. BPA's are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents. In other words, Tetra Tech uses BPA's when we know the we will need a basic requirement over and over but can't say for sure when or how many of the items will be required.

2. A BPA is an agreement between Tetra Tech and the Service Provider which sets the stage for us to buy something quickly. All of the conditions of sale are negotiated when the BPA is initially established, so the Service Provider knows up front the kind of item we will be buying, and we know how much it's going to cost us for each item we buy.

3. BPA's are often "decentralized" and that is when the Admin/Facilities Manager comes into the picture. As a Admin/Facilities Manager for Tetra Tech, they determine the necessary requirements, and place the call to the Service Provider to request delivery of these specific items.

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 Supply 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 by providing the aforementioned services as per Tetra Tech Supply Orders issued by the following point of contacts noted on point seven (7) below.

3. **Ceiling Price.** The Tetra Tech 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 Supply Orders.

5. **Duration of BPA.** The effective date of this BPA is **M-D-Y** and will expire 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 Supply Orders issued by the points of contact noted below. After receiving of the Supply Orders the Service Provider must deliver the requested Services to Tetra Tech office.

7. **Placement of Orders.** The following individuals are hereby authorized to place orders under this BPA;

OFFICE	POINT OF CONTACT
Name & Title	**Telephone No.**
Name & Title	**Telephone No.**

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. Supply 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.

11. **Restricted Countries.** Service Provider will ensure that it does not engage in any procurement activity from the following countries: Cuba, Iran, Syria, Sudan and North Korea.

TETRA TECH ESP
GENERAL TERMS AND CONDITIONS
(For Non-Construction Goods or Services up to $150,000)

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" and 48 CFR Chapter 7, the applicable clauses set forth below (Appendix A) 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/services 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 Supply 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/services. Tetra Tech may reject defective or non-conforming goods and shall have no obligation to pay for such goods, and these goods/services 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:
Mobile Phone:

With a copy to the Contracts/Procurement Department:

Contracts/Procurement
Tetra Tech, Inc.
Street # 1, House #2
Shash Darak,
Kabul, Afghanistan
Email:
Mobile Phone:

A proper invoice must clearly indicate the following information:

- Contract #: **AID-306-C-16-00010**
- Blanket Purchase Agreement Number:
- Supply 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.

Signature	Name	Position	Date

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 Supply 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 Supply 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 Teach, 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 ten (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 thirty (30) days of filing), the appointment of a receiver or trustee for Service Provider (provided it is not vacated within thirty (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 Supply 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 Supply 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

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.

1. 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.

"Supply Order" means the purchase order issued by an authorized Tetra Tech 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 which references the Terms.

APPENDIX A
GENERAL PROVISIONS

USAID/AFGHANISTAN SUB-AWARD REQUIREMENTS (APRIL 2016)

A. Applicability: This section limits the number of tiers of sub-awards to two tiers below the Contractor for all awards. The Contractor must not allow third-tier sub-awards without the express written approval of the Contracting Officer.

B. Definitions: The term "award" in this clause refers to the direct award between USAID and the Contractor. A "first-tier sub-award" is a direct award between the Contractor and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

C. USAID's objective is to promote, to the extent practicable, competitive, transparent, and appropriate local sub-awards with legitimate and competent local organizations. The Contractor must ensure that all sub-awardees at any tier are actively engaged in the performance of sub awarded work. The Contractor must ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

D. Should exceptional circumstances warrant sub-awards below two tiers, the Contractor must promptly request approval in writing from the Contracting Officer, which for subcontracts must be done in accordance with a request under FAR 44, provided that the additional information set forth in paragraph E. below is also provided.

E. A Contractor's written request for approval to allow sub-awardees below the second tier will include the following information:

(i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
(ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
(iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee.

F. For purposes of calculating tiers, the following will not be considered a tier:

(i) subsidiaries of the awardee;
(ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
(iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
(iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity will be considered a "tier" for purposes of this clause;
(v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the award.

USAID/AFGHANISTAN USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)," the Contracting Officer hereby identifies DoD's Synchronized Pre-deployment and Operational Tracker (SPOT) as the required system to use for this contract in Afghanistan.
In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-181, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and Contractor personnel performing work in Afghanistan. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Afghan nationals will be entered under procedures provided separately by the Contracting Officer.

All Contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the Contractor engages them or at the time of contract award, the Contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract.

Contract performance may require the use of armed private security Contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at http://www.dod.mil/bta/products/spot.html. Further guidance may be obtained from the Contracting Officer's Representative or the Contracting Officer.

USAID/AFGHANISTAN COMPLIANCE WITH ADS 206 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (DECEMBER 2016)

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures, if the Contractor has been convicted of a narcotics offense or has been engaged in drug trafficking as defined in 22 CFR Part 140.

USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559 FACILITIES USED FOR REGILIGIOUS ACTIVITES (FEBRUARY 2016)

Unless otherwise authorized in writing by the Contracting Officer, the Contractor must not use funds for any work related to facilities of any type where the intended use of such a facility is for explicitly religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

RESTRICTIONS AGAINST DISCLOSURE

The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole

or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to- know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

52-252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Blanket Purchase Agreement incorporates clauses by reference with the same force and effect as if they were given in full text. Upon request, Tetra Tech will make the full text and clauses available to the Service Provider.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Citation No.	Title	Date
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-2	Security Requirements –Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First Tier	OCT 2018

	Subcontract Awards	
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.2014-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.215-8	Order of Procedure-Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2004
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	OCT 2010
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification of Visa Denial	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-50	Combatting Trafficking in Persons	JAN 2019
52.222-50	Combatting Trafficking in Persons –Alternate I	MAR 2015
52.223-5	Pollution Prevention & Right-to-	MAY 2011

	Know Information	
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Acquisition of EPEAT®-Registered Televisions	JUN 2014
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.227-11	Patent Rights-Ownership by the Contractor	MAY 2014
52.227-14	Rights in Data-General	MAY 2014
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.229-8	Taxes-Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUNE 2010
52.232-10	Payments Under Fixed-Price Architect-Engineer Contracts	APR 2010
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	SEP 2016
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties of Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes-Cost-Reimbursement	AUG 1987
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2018
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-23	Limitation of Liability	FEB 1997
52.246-25	Limitation of Liability-Services	FEB 1997
52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.247-63	Preference for U.S. – Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned	FEB 2006

	U.S. – Flag Commercial Vessels	
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-15	Excusable Delays	APR 1984
52.250-1	Indemnification under Public Law 85-804—Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

END

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

Citation No.	Title	Date
752.202-1	Definitions	JAN 1990
752.204-2	Security Requirements	FEB 1999
752.204-70	Partner Vetting Pre-Award Requirements	FEB 2012
752.204-71	Partner Vetting	FEB 2012
752.209-71	Organizational Conflicts of Interest Discovered After Award	JUN 1993
752.211-70	Language and Measurement	JUN 1992
752.216-70	Award Fee	MAY 1997
752.222-70	USAID Disability Policy	DEC 2004
752.222-71	Nondiscrimination	JUN 2012
752.225-70	Source and Nationality Requirements	FEB 2012
752.227-14	Rights in Data-General	OCT 2007
752.227-70	Patent Reporting Procedures	AUG 1999
752.228-3	Worker's Compensation Insurance (Defense Base Act)	DEC 1991
752.228-7	Insurance-Liability to Third Persons	JLY 1997
752.228-70	Medical Evacuation (MEDEVAC) Services	JLY 2007
752.229-70	Federal, State and Local Taxes	JLY 2007
752.229-71	Reporting on Foreign Taxes	JLY 2007
752.231-71	Salary Supplements for HG Employees	MAR 2015
752.231-72	Conference Planning and Required Approvals	AUG 2013
752.236-70	Standards for Accessibility for the Disabled in USAID Construction Contracts	JLY 2007
752.242-70	Periodic Progress Reports	OCT 2007
752.245-70	Government Property-USAID Reporting Requirements	OCT 2017
752.245-71	Title to and Care of Property	APR 1984
752.247-70	Preference for Privately Owned U.S. – Flag Commercial Vessels	OCT 1996
752.252-1	AIDAR Solicitation Provisions Incorporated by Reference	MAR 2015
752.252-2	AIDAR Clauses Incorporated by Reference	MAR 2015
752.7001	Biographical Data	JLY 1997
752.7002	Travel and Transportation	JAN 1990
752.7003	Documentation for Payment	NOV 1998

752.7004	Emergency Locator Information	JLY 1997
752.7005	Submission Requirements for Development Experience Documents	SEPT 2013
752.7006	Notices	APR 1984
752.7007	Personnel Compensation	JLY 2007
752.7008	Use of Government Facilities or Personnel	APR 1984
752.7009	Marking	JAN 1993
752.7010	Conversion of U.S. Dollars to Local Currency	APR 1984
752.7011	Orientation and Language Training	APR 1984
752.7013	Contractor-Mission Relationships	JUN 2018
752.7014	Notice of Changes in Travel Regulations	JAN 1990
752.7015	Use of Pouch Facilities	JLY 1997
752.7025	Approvals	APR 1984
752.7027	Personnel	DEC 1990
752.7028	Differentials and Allowances	JLY 1996
752.7029	Post Privileges	JLY 1993
752.7031	Leave and Holidays	OCT 1989
752.7032	International Travel Approval and Notification Requirements	APR 2014
752.7033	Physical Fitness	JLY 1997
752.7036	USAID Implementing Partner Notices (IPN) Portal for Acquisition	JLY 2014
752.7037	Child Safeguarding Standards	AUG 2016
752.7038	Nondiscrimination Against End-Users of Supplies or Services	OCT 2016

END