

REQUEST FOR QUOTATION (RFQ)

| | |
|----------------|--|
| TO: | Offerors |
| FROM: | Tetra Tech ESP |
| ISSUANCE DATE: | December 15, 2019 |
| CLOSING DATE: | December 24, 2019 (4:00 PM, Kabul, Afghanistan Local Time) |
| SUBJECT: | <i>Request for Quotation – RFQ#ESP-2019-158 Network Switches</i> |
| 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 Network Switches for Tetra Tech ESP Kabul Office located at Street No. 1, House No. 2, next to Massoud Foundation, Shash Darak, District No. 9, in Kabul, Afghanistan. Tetra Tech ESP invites firms to submit their Best and Final Offer (BAFO) for the work funded by the United States Agency for International Development (USAID) in support of the Engineering Support Program (ESP).

Submissions:

1. Submission of Questions:

Questions may be submitted no later than December 18, 2019 (4:00 PM Kabul, Afghanistan Local Time). Offerors are invited to address questions via e-mail to:

Tim.Kaendera@tetrattech.com and Justin.Doyle@tetrattech.com with a cc to Zia.Siddiqi@tetrattech.com, a.ibrahimzai@tetrattech.com, and Nazaneen.Kakar@tetrattech.com.

Insert in subject line: ***RFQ#ESP-2019-158 Network Switches***

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 24, 2019 (4:00 PM Kabul, Afghanistan Local Time).

Insert in subject line: ***RFQ#ESP-2019-158 Network Switches***

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 – Purchase Order Template

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

نوت: بخش B تنها برای معلومات اضافی شما میباشد لطفاً آنرا خاتمه 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.

I. Appendix A – Bid Price Quotation

The Offerors shall **ONLY** submit a signed and stamped copy of their quotes no later than the due date for submission of quotation as specified above.

The hard copy of the Offerors’ quotation shall be placed in a sealed envelope and shall be clearly marked “**RFQ#ESP-2019-158 Network Switches**”, and “**TO BE OPENED ONLY BY MEMBER(S) OF THE EVALUATION COMMITTEE.**” **Tetra Tech ESP may choose not to evaluate an irresponsible bid.**

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

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

SECTION B – TYPE OF AWARD

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

SECTION C – DESCRIPTION OF GOODS/COMMODITIES OR SERVICES

Supply and delivery of Network Switches for Tt-ESP Kabul Office as specified under Appendix A.

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-2019-158 Network Switches

under

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

| S.No. | Description of Goods/Commodities or Services | Unit | Quantity | Unit Price (USD) | Total Price (USD) |
|--------------|--|------|----------|------------------|-------------------|
| I | <p>Network Switch, 48 Port PoE, GbE, LAN Base Managed, USB Console, Min RAM 512</p> <p>Specifications:</p> <ul style="list-style-type: none"> • 48 Gigabit Ethernet ports POE • Minimum two ports 1G Small Form-Factor Pluggable (SFP) or 1G/10G SFP+ slots • Cisco FlexStack stacking with 20 Gbps of stack throughput • IEEE 802.3at-compliant PoE+ for up to 30W of power per port • Up to 740W of combined PoE/PoE+ budget • USB interfaces for management and file transfers • USB Consul • LAN Base or LAN Lite Cisco IOS® Software feature set • Implementing quality of service (QoS) to provide priority treatment of voice and critical • Advanced switching Layer 2/3 • Integrated PoE • Height (rack units) 1 RU • Encryption protocols SSH, TLS, IPsec • Operating system Cisco IOS or equivalent | Each | 3 | | |
| Total | | | | | |

Additional Requirement

Validity of Bid Price (Quotation)

Thirty [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 – PURCHASE ORDER TEMPLATE

FIRM FIXED PRICE PURCHASE ORDER

Description of Goods/Commodities or Services

| | | |
|--|--|-----------------------------------|
| 1. Purchase Order No: XXX Project Code: AID-306-C-16-00010 Activity Charge No: XXX | 2. Issue Date: M-D-Y | 3. Delivery Date: M-D-Y |
| 4. Period of Performance: M-D-Y | | |
| 5. VENDOR NAME & ADDRESS Vendor Name Address E-mail: Cell: | 6. PLACE OF DELIVERY/ACCEPTANCE: Tetra Tech ESP Street 1, House 2 Opposite Bagh-e-Quloob Near Bonyad Masoud, Shash Darak Kabul, Afghanistan | |
| 7. VENDOR CONTRACTUAL POC: Vendor Name Address E-mail: Cell: | 10. TETRA TECH CONTRACTUAL POC: CONTRACTS & PROCUREMENT DEPT. Email: Tel No.: | |
| 8. VENDOR PROJECT MANAGER: N/A 9. VENDOR REGIONAL MANAGER: N/A | 11. TETRA TECH FINANCE/INVOICES POC: FINANCE DEPT. Email: Tel No.: | |
| 12. TETRA TECH TECHNICAL POC: (DEPARTMENT) E-mail: Tel No: | | |
| 13. TYPE OF SUBCONTRACT AND CEILING This is a Firm Fixed Price Purchase Order in the amount of \$XXX.00 (Amount in words United States Dollars) . The price shall not be changed under any circumstance without prior written approval from Tetra Tech ESP's Chief of Party. | | |
| 14. TYPE OF BUSINESS/INSTITUTION (Check all that apply) VENDOR certifies that they are: <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> For-Profit <input type="checkbox"/> Large Business <input type="checkbox"/> Small Business <input type="checkbox"/> College or University | | |

☐ Small and Disadvantaged Business
 ☐ Women Owned
 ☐ Non U.S.-Owned/Operated

15. [X] IMPORTANT! If checked, this Purchase Order shall remain contingent upon USAID approval, which is currently being sought by Tetra Tech. In the event USAID approval is denied, this Purchase Order, to the extent that supplies/services have not been authorized, will be canceled without further recourse by either party.

GENERAL TERMS AND CONDITIONS

This Purchase Order is issued under U.S. Agency for International Development (USAID) Contract No. AID-306-C-16-00010. Pursuant to FAR Part 52.252-2, "CLAUSES INCORPORATED BY REFERENCE" and 48 CFR Chapter 7, the applicable clauses set forth below (Appendix A) are incorporated by reference into this Purchase Order with the same force and effect as if they were set forth in full text. The term "FAR" means Federal Acquisition Regulation as revised on the date of this Purchase Order. The terms, "Contractor", "Government", and "Contracting Officer" as used in these clauses shall refer to Vendor, Tetra Tech and Tetra Tech Finance & Contracts Administrator, respectively. In no event shall any provision of this Purchase Order be construed as allowing the Vendor to appeal directly to or otherwise communicate directly with the U.S. Agency for International Development (USAID) without prior written consent of the Tetra Tech Chief of Party. Vendor will ensure that it does not engage in any procurement activity from the following countries: Cuba, Iran, Syria, Sudan and North Korea.

SCOPE OF WORK

Description of Goods/Commodities or Services

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

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

Tetra Tech ESP

Name: **Timothy R. Kaendera**
 Title: **Director of Operations**

Date: _____

Tetra Tech ESP

Name: **Andrew High**
Title: **Chief of Party**

Date: _____

Vendor

Name:
Title:

Date: _____

1.0 QUALITY ASSURANCE

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

2.0 OFFER AND ACCEPTANCE

This Purchase Order is an offer to buy goods/commodities or 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 Vendor. Acceptance by Vendor shall be made either by return of a signed acknowledgment of the Purchase Order or by performance thereunder. Performance by Vendor is express acceptance of these terms and conditions.

3.0 INSPECTION AND REJECTION OF GOODS/ COMMODITIES OR SERVICES

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

4.0 INSPECTION BY TETRA TECH'S LEADS AS NEEDED

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

5.0 INSPECTION BY THE DESIGNATED USAID REPRESENTATIVE

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

6.0 PAYMENTS

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

All invoices should be addressed to:

Finance
Tetra Tech, Inc.
Street # 1, House #2
Shash Darak,
Kabul, Afghanistan
Email:
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**
- Purchase Order Number:
- Project Name: Engineering Support Program (ESP)
- Vendors 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 reduction of taxes, if applicable, as required by local or any other applicable law.

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

Certification:

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

- (1) This invoice and any attachments have been prepared from the books and records of the Vendor in accordance with the terms of the Purchase Order, and to the best of knowledge and belief, they are correct;
- (2) Other costs claimed are allowable and are actual direct costs incurred in performance of the Purchase Order and have been paid by the Vendor;
- (3) This is an original invoice, and the costs claimed in it have not previously been submitted for payment under this Purchase Order;
- (4) This invoice does not include any costs not authorized in the Purchase Order or costs defined as “unallowable” by FAR 52.216-7, Allowable Cost and Payment; FAR 31.2, Contracts with Commercial Organizations; or other terms and conditions of this Purchase Order; and
- (5) This certification is not to be construed as final acceptance of the Vendor’s performance.

| Signature | Name | Position | Date |
|-----------|------|----------|------|
|-----------|------|----------|------|

7.0 DIFFERENT OR ADDITIONAL TERMS

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

8.0 MODIFICATION, WAIVER AND RESCISSION

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

9.0 QUALITY CONTROL

Vendor shall perform quality control review of those products furnished by Vendor. Vendor

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

10.0 SHIPPING

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

11.0 PRICES

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

12.0 CHANGES

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

13.0 WARRANTY

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

14.0 TERMINATION FOR NON-PERFORMANCE OR BREACH

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

creditors.

15.0 TERMINATION FOR CONVENIENCE

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

16.0 PATENTS

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

17.0 ASSIGNMENT

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

18.0 COMPLIANCE WITH LAWS

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

19.0 INDEMNIFICATION

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

20.0 CONFIDENTIALITY

All drawings, patterns, jigs, specifications and information contained in this Purchase Order are and shall remain confidential property of Tetra Tech. Vendor shall make no use whatsoever of them except in performing this order and shall not disclose any confidential

information to any third party except to the extent necessary in performing this order. All such items shall be held at Vendor's risk and shall be returned to Tetra Tech upon completion of the order if Tetra Tech so requests.

21.0 FOREIGN CORRUPT PRACTICES ACT COMPLIANCE

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

22.0 OTHER DOCUMENTS INCORPORATED BY REFERENCE

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

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 RELIGIOUS ACTIVITIES (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.

NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

In accordance with AIDAR "752.252-2 CLAUSES INCORPORATED BY REFERENCE", the following contract clauses are hereby incorporated 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. See www.usaid.gov/ads/policy/300/aidar for electronic access to the full text of a clause.

| <u>NUMBER</u> | <u>TITLE</u> | <u>DATE</u> |
|----------------------|-----------------------------------|--------------------|
| AIDAR 752.252-2 | CLAUSES INCORPORATED BY REFERENCE | MAR 2015 |

NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) 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.

This Purchase Order 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 Vendor.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I) 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 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | SEP 2006 |
| 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 |
| 52.203-17 | 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 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-10 | Reporting Executive Compensation and First Tier Subcontract Awards | OCT 2018 |
| 52.204-12 | Unique Entity Identifier Maintenance | OCT 2016 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-14 | Service Contract Reporting Requirements | OCT 2016 |

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|-----------|--|----------|
| 52.204-19 | Incorporation by Reference of Representations and Certifications | DEC 2014 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kapersky 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 |
| 52.210-1 | Market Research | APR 2011 |
| 52.215-2 | Audit and Record-Negotiation | OCT 2010 |
| 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 | AUG 2011 |
| 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 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |

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| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications | OCT 2010 |
| 52.215-23 | Limitations on Pass-Through Charges | OCT 2009 |
| 52.215-23 | Alternate I | OCT 2009 |
| 52.216-7 | Allowable Cost and Payment | AUG 2018 |
| 52.216-8 | Fixed Fee | JUN 2011 |
| 52.222-2 | Payment for Overtime Premiums | JUL 1990 |
| 52.222-17 | Non-displacement of Qualified Workers | MAY 2014 |
| 52.222-21 | Prohibition of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-50 | Combatting Trafficking in Persons | JAN 2019 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | AUG 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.225-19 | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States | MAR 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act) | OCT 1997 |
| 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 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-22 | Limitation of Funds | APR 1984 |
| 52.232-24 | Prohibition of Assignment of Claims | MAY 2014 |

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|-----------|--|----------|
| 52.232-25 | Prompt Payment | JAN 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management | OCT 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-1 | Alternate I | DEC 1991 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-9 | Waiver of Limitation on Severance Payments to Foreign Nationals | MAY 2014 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 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 |
| 52.244-2 | Subcontracts | OCT 2010 |
| 52.244-2 | Alternate I | JUN 2007 |
| 52.244-5 | Competition in Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | JAN 2019 |
| 52.245-1 | Government Property | JAN 2017 |
| 52.245-9 | Use and Charges | APR 2012 |
| 52.246-25 | Limitation of Liability-Services | FEB 1997 |
| 52.247-63 | Preference for U.S. – Flag Air Carriers | JUN 2003 |
| 52.249-6 | Termination (Cost-Reimbursement) | MAY 2004 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.252-4 | Alterations in Contract | FEB 1998 |

END

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

| Citation No. | Title | Date |
|--------------|---|----------|
| 752.202-1 | Definitions | JAN 1990 |
| 752.211-70 | Language and Measurement | JUN 1992 |
| 752.222-70 | USAID Disability Policy | DEC 2004 |
| 752.222-71 | Nondiscrimination | JUN 2012 |
| 752.228-3 | Worker's Compensation Insurance (Defense Base Act) | DEC 1991 |
| 752.231-71 | Salary Supplements for Host Government Employees | MAR 2015 |
| 752.7001 | Biographical Data | JUL 1997 |
| 752.7002 | Travel and Transportation | JAN 1990 |
| 752.7004 | Emergency Locator Information | JUL 1997 |
| 752.7006 | Notices | APR 1984 |
| 752.7008 | Use of Government Facilities or Personnel | APR 1984 |
| 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 | OCT 1989 |
| 752.7014 | Notice of Changes in Travel Regulations | JAN 1990 |
| 752.7015 | Use of Pouch Facilities | JUL 1997 |
| 752.7025 | Approvals | APR 1984 |
| 752.7027 | Personnel | DEC 1990 |
| 752.7028 | Differentials and Allowances | JUL 1996 |
| 752.7029 | Post Privileges | JUL 1993 |
| 752.7031 | Leave and Holidays | OCT 1989 |
| 752.7032 | International Travel Approval and Notification Requirements | APR 2014 |
| 752.7033 | Physical Fitness | JUL 1997 |

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| 752.7036 | USAID Implementing Partner Notices (IPN) Portal for Acquisition | JUL 2014 |
| 752.7037 | Child Safeguarding Standards | AUG 2016 |
| 752.7038 | Nondiscrimination Against End-Users of Supplies or Services | OCT 2016 |

END

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement.(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the

Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.216-7 Allowable Costs and Payment (AUG 2018)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the ____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice;
and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)
- (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
 - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
 - (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
 - (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
 - (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may -

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the

Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.217-8 Option to Extend Services

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within _ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least [] days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [](months) (years).

(End of clause)

52.222-2 Payment for Overtime Premiums (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [Insert either 'zero' or the dollar amount agreed to during negotiations] or the overtime premium is paid for work -

(l) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.229-8 Taxes – Foreign Cost-Reimbursement Contracts (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of [insert name of the foreign government], or from which the Contractor or any subcontractor under this contract is exempt under the laws of [insert name of country], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

752.229-71 Reporting on Foreign Taxes (JUL 2007)

(a) The contractor must annually submit a report by April 16 of the next year.

(b) *Contents of report.* The report must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax number and email address.
- (3) Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign government (each foreign government must be listed separately) on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
- (7) Report is required even if the contractor did not pay any taxes during the reporting period.
- (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) *Definitions.* As used in this clause-

- (1) *Agreement* includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) *Commodity* means any material, article, supply, goods, or equipment.
- (3) *Foreign government* includes any foreign governmental entity.
- (4) *Foreign taxes* means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) *Where.* Submit the reports to: [contracting officer must insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].

(e) *Subagreements.* The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

(End of clause)

752.245-70 Government Property – USAID Reporting Requirements (OCT 2017)

(a)

(1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (e.g. smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.

(2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.

(3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500.

(b) Reporting Requirement: To be inserted following the text of the (48 CFR) FAR clause.

Reporting Requirements: The Contractor will submit an annual report on all Government property in a form and manner acceptable to USAID substantially as follows:

| ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY (Name of contractor as of (end of contract year), 20XX) | | | |
|---|--|--|--|
| | | Furniture and furnishings - | |

| | Motor vehicles | Office | Living quarters | Other Government property |
|---|---------------------------|---------------|----------------------------|--------------------------------------|
| A. Value of property as of last report | | | | |
| B. Transactions during this reporting period | | | | |
| I. Acquisitions (add): | | | | |
| a. Contractor acquired property 1 | | | | |
| b. Government furnished 2 | | | | |
| c. Transferred from others, without reimbursement 3 | | | | |
| 2. Disposals (deduct): | | | | |
| a. Returned to USAID | | | | |
| b. Transferred to USAID- Contractor purchased | | | | |
| c. Transferred to other Government agencies 3 | | | | |
| d. Other disposals 3 | | | | |

- (1) Non-expendable property and all mobile IT equipment.
- (2) Government-furnished property listed in this contract as nonexpendable or accountable, including all mobile IT equipment.
- (3) Explain if transactions were not processed through or otherwise authorized by USAID.

PROPERTY INVENTORY VERIFICATION

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature _____

Name _____

Title _____

Date _____

(End of clause)

752.7003 Documentation for Payment (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's representative (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034 - Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES

[DOCUMENT NUMBER: XXX-X-XX-XXXX-XX]

| LINE ITEM NO. | DESCRIPTION | AMT. VOUCHERED TO DATE | AMT. VOUCHERED THIS PERIOD |
|---------------|--|------------------------|----------------------------|
| 001 | PRODUCT/SERVICE DESC. FOR LINE ITEM 001 | \$XXXX,XX | \$XXXX,XX |
| 002 | PRODUCT/SERVICE DESC. FOR LINE ITEM 002 | XXXX,XX | XXXX,XX |
| TOTAL | | XXXX,XX | XXXX,XX |

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required contracting officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY:

TITLE:

DATE:

(b) *Local currency payment.* The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the

Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the contracting officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records - Negotiation".

(End of clause)