
To: Offerors

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

Date: 14- May-2020

Subject: **Request for Quotation -Provision of PPEs for COVID-19 (Hand Sanitizer 365 ml preferred Purell or equal , Surgical Mask 50/Pack and Surgical Gloves 50 Pair/Pack) for ISLA Kabul office.**

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

Dear Offerors:

Enclosed is a request for quotation Provision of PPEs for COVID-19 (Hand Sanitizer 365 ml preferred Purell or equal , Surgical Mask 50/Pack and Surgical Gloves 50 Pair/Pack) for ISLA Kabul office..

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

- I. **Type of Purchase Order** – An award resulting from this RFQ will be a Fixed Unit Price Purchase Order.
- II. **Submission of Quotes** – The quote must be delivered scan copy by Email to procurement@isla-af.com no later than 25 May, 2020.

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

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

- III. **Confirmation of Receipt of RFQ** – Please confirm receipt of this RFQ by “reply all” email within 24 hours. Failure to confirm receipt may disqualify a recipient from consideration of award under this RFQ.
- IV. **Index of RFQ** – This RFQ is comprised in its entirety of the following sections and appendices:

Sections of RFQ

Section 1 Quotation Instructions

Section 2 Description Conference Hall ,meeting Rooms and buffet lunch and Refreshment

Section 3 Special Provisions
Section 4 Evaluation Criteria

Appendices

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

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

SECTION 1 – QUOTATION INSTRUCTIONS / ADDITIONAL INFORMATION

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

1. Quotation Cover Letter signed by a person authorized to sign on behalf of the Offeror. Use the template in Appendix A.
2. Pricing:
 - Price shall be quoted in Afghan Afghani (AFN) Only.
 - Offeror shall submit quotes in prescribed Format of Appendix B.
 - The unit prices for item shall be firm and fixed.
 - In case of price discrepancy between unit price and SUBTOTAL price, the unit price shall prevail.
 - The price quoted shall be for complete delivery of services and inclusive of all taxes all charges for service contingent to the work.
3. Period of Performance:
 - The Bidder will be expected to deliver the PPEs for COVID-19 stated in Appendix B in accordance with the delivery schedule stated in the Purchase Order.
 - In no case, shall the Bidder provide services in excess of the quantities stated in Appendix B, without written direction of the buyer.
 - Upon provide of subjected PPEs for COVID-19 by the Vendor/Bidder, the Purchaser shall complete and sign a Certificate of Completion that the Vendor/Bidder shall include with its invoices for services performed.
 - For delivery of PPEs for COVID-19, the Vendor shall be paid for the actual requested amount of PPEs for COVID-19 mentioned in the appendix B of the RFQ.
4. TETRA TECH/ISLA is Exempt from Import Duties into Afghanistan
5. TETRA TECH/ISLA has the rights to increase or decrease the quantity detailed in this RFQ
6. TETRA TECH/ISLA Payment terms: Net 30 days from receipt of a correct invoice, as described in the Purchase Order.
 - The Vendor/Bidder shall be entitled to invoice for provide of PPEs for COVID-19 upon completion of the delivery providing such invoices are properly documented, in the correct form and include all required documentation.
7. Bid validity: Net 30 days from date of submission
8. TETRA TECH/ISLA will not award a subcontract or purchase order to an organization without AISA/Ministry of Commerce Business license or other business licenses, recognized by GIROA such as municipal business licenses. The AISA/Ministry of Commerce Business License must be attached to the quotation.

SECTION 2 – DESCRIPTION OF SERVICES

Please refer to Appendix B for a list and specifications of requested PPEs for COVID-19.

The vendor shall provide PPEs for COVID-19 for ISLA Kabul office consist of following three items.

1. Hand Sanitizer 365 ml preferred Purell or equal.
2. Surgical Mask 50/Pack:
3. Surgical Gloves 50 Pair/Pack

The Vendor/Service provider shall provide the above PPEs for COVID-19 a day after PO award.

SECTION 3 – SPECIAL PROVISIONS

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

3.1. Government Withholding Tax

Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, TETRA TECH/ISLA is required to withhold "contractor" taxes from the gross amounts payable to all Afghan for-profit subcontractors/vendors. In accordance with this requirement, TETRA TECH/ISLA shall withhold two percent (2%) tax from all gross invoices to Afghan subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce license. For subcontractors/vendors without active AISA, Ministry of Commerce license or municipal business license, TETRA TECH/ISLA shall withhold seven percent (7%) "Contractor" taxes per current Afghanistan Tax Law.

Before the signing of this Agreement, the subcontractor/vendor will provide a copy of the organization's AISA or Ministry of Commerce license and TIN (Tax Identification Number). Amounts deducted from the invoices will be forwarded to the Ministry of Finance (MOF) Tax Division credited to the firm's TIN. Records of payments to the MOF shall be maintained on file with TETRA TECH/ISLA.

3.2 Penalty Charges

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

3.3 Source, Origin and Nationality

The Source and Nationality Code for this procurement is: 937

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

- (a) No equipment, materials, or services will be eligible for USAID financing if offered by a vendor included on any list of suspended, debarred, or ineligible suppliers used by USAID. The Vendor must be a citizen or legal resident of, or a corporation or partnership organized under the laws of

the United States of America. Controlled foreign corporation, joint venture, and unincorporated associations may also be eligible if they meet the eligibility requirements specified in the AIDAR.

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

3.4. Inspection

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

SECTION 4 - EVALUATION CRITERIA

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

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

APPENDIX A

QUOTATION COVER LETTER

[On Bidder Letterhead]

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TO: Tetra Tech
ISLA Project
Attention: Procurement Unit
Qasaba , District # 15 road TPG-ACCL Camp
District #15
Kabul Afghanistan

Ladies and Gentlemen:

We, the undersigned, offer to provide the Quotation (Technical and Price) in response to **Request for Quotation - RFQ #87**; dated 14- May 2020 **Provision of PPEs for COVID-19 (Hand Sanitizer 365 ml preferred Purell or equal , Surgical Mask 50/Pack and Surgical Gloves 50 Pair/Pack) for ISLA Kabul office.**

-----, Our attached quotation is for the sum of AFN _____.

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Appendix B
BILL OF QUANTITIES

Item No.	Item Description	Specifications	Qty	U/M	Fixed Unit Price	Total Fixed Price	Delivery Date
1	Hand Sanitizer	Hand Sanitizer 365 ml preferred Purell or equal	100	BTL			
2	Mask	Surgical Mask 50/Pack	66	Pack			
3	Gloves	Surgical Gloves 50 Pair/Pack	36	Pack			

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

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

**APPENDIX C
BUSINESS LICENSE/CERTIFICATE**

License

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

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

Request for Quotation - RFQ # ARD/ISLA 087 -Provision of PPEs for COVID-19 (Hand Sanitizer 365 ml preferred Purell or equal , Surgical Mask 50/Pack and Surgical Gloves 50 Pair/Pack) for ISLA Kabul office.

Offeror: _____

Have you?

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

Does your proposal include the following?

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

APPENDIX E PURCHASE ORDER TERMS AND CONDITIONS

Article 1 Purchase Order Documents

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

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

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

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

Article 2 Type of Purchase Order/Agreement

Firm Fixed Price Purchase Order

Article 3 Background

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

Article 4 Payment

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

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

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

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

A proper invoice must clearly indicate the following information:

- Contract no. **AID-306-C-15-00005**
- Purchase Order No.

- Project Name: **Tetra Tech ARD-ISLA**
- Project Title:
- Vendor Name, Representative Name, Remittance Address, Phone Number and Email Address:
- Invoice Date and Number
- Specific Deliverable(s) Completed
- Total Invoice Amounts with line item breakdown
- Clear, legible, color copy of the Tazkira(s) and or passport copies for the listed AISA Licensed personnel.
- Clear, legible, color copy of the AISA License or Ministry of GIRoA license.
- Signed Purchase Order's Final Release Certificate and Indemnity (both signatures Vendor and Witness)

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

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

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

Certification:

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

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

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

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

5.0 Tax Withholding

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

Withholding Rate

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

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

ARTICLE 6 OTHER TERMS AND CONDITIONS

6.1 Definitions

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

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

6.2 Governing Law and Language

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

6.3 Source and Nationality Requirements

The Source and Nationality Code for this procurement is: 937

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

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

6.4 Delivery of Goods and Package

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

6.5 Assignment

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

On Terrorism Financing: The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all second tier Purchase Orders issued under this Purchase Order.

6.6 Indemnification

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

6.7 Liability

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

6.8 Inspection

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

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

Warranty Material & Labor:

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

6.9 Warranty and Fitness of Commodities/Goods

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

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

6.10 Responsibility of the Vendor

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

6.11 The Vendor's Personnel

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

6.12 General Provisions

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

6.13 Disputes

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

INCORPORATED PROVISIONS

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

A. Changes in Reference

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

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

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

CLAUSES INCORPORATED BY REFERENCE

Federal Acquisition Regulation (FAR)

CLAUSE NO.	CLAUSE TITLE
52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APRIL 2010)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2006)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
52.225-05	TRADE AGREEMENTS (AUG 2009)
52.225-11	BUY AMERICAN ACT --- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEPT 2009)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-14	RIGHTS IN DATA - GENERAL (DEC 2007)
52.227-17	RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
52.228-07	INSURANCE--- LIABILITY TO THIRD PERSONS (MAR 1996)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.243-1	CHANGES- FIXED PRICE (AUG 1987)
52.244-2	SUBCONTRACTS (OCT 2010)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
52.246-4	INSPECTION OF SERVICES -- FIXED PRICE (AUG 1996)
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

COMMUNICATIONS PRODUCTS (OCT 1994)

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