

REQUEST FOR QUOTATION (RFQ)

TO:	Offerors
FROM:	Tetra Tech ESP
ISSUANCE DATE:	October 14, 2020
CLOSING DATE:	October 31, 2020 (4:00 PM, Kabul, Afghanistan Local Time)
SUBJECT:	<i>Request for Quotation – RFQ#ESP-2020-167 Supply and Delivery of Food and Grocery Items for Tt ESP Kandahar Office</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 Food and Grocery Items for Tt ESP Kandahar Office located at Aino Mena, Kandahar, Afghanistan. Tetra Tech ESP invites firms to submit their Best and Final Offer (BAFO) for the work funded by the United States Agency for International Development (USAID) in support of the Engineering Support Program (ESP).

Submissions:

1. Submission of Questions:

Questions may be submitted no later than October 20, 2020 (4:00 PM Kabul, Afghanistan Local Time). Offerors are invited to address questions via e-mail to: Tim.Kaendera@tetrattech.com and Patrick.Mugabo@tetrattech.com with a cc to Zia.Siddiqi@tetrattech.com and a.ibrahimzai@tetrattech.com.

Insert in subject line: ***RFQ#ESP-2020-167 Supply and Delivery of Food and Grocery Items for Tt ESP Kandahar Office***

2. Submission of Quotation:

All responses must be in English. All documents needing signature/stamp should be signed/stamped and submitted via e-mail to GLS.ESP.Procurement@tetrattech.com no later than **October 31, 2020** (4:00 PM Kabul, Afghanistan Local Time).

Insert in subject line: ***RFQ#ESP-2020-167 Supply and Delivery of Food and Grocery Items for Tt ESP Kandahar Office***

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

Appendices Attached:

Appendix A – Bid Price Quotation

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

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

Appendix B – (Contract Type) 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.

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 items will constitute a Quotation and will indicate the Offeror’s agreement to the terms and conditions in this RFQ and in any attachments hereto. **ISSUANCE OF THIS RFQ DOES NOT COMMIT TETRA TECH ESP TO MAKE AN AWARD.**

SECTION B – TYPE OF AWARD

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

SECTION C – DESCRIPTION OF GOODS/COMMODITIES OR SERVICES

Supply and Delivery of Food and Grocery Items, as specified under Appendix A, to Tetra Tech ESP Kandahar Office, located at Aino Mena, in Kandahar, Afghanistan.

SECTION D – SPECIAL REQUIREMENTS**D.1 EXECUTIVE ORDER ON TERRORISM FUNDING**

U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Offeror to ensure compliance with these Executive Orders and laws.

D.2 COMMUNICATIONS WITH USAID AND OTHER AGENCIES

All of Offeror’s contractual written or oral communications with or to USAID, or local agencies relative to the Work under this Request for Quotation must be through or with the authorization of Tetra Tech ESP’s Chief of Party (COP).

D.3 LANGUAGE REQUIREMENT

All submissions shall be 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 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 prospective purchase order, within thirty (30) days of receipt by Tetra Tech of an acceptable invoice from the supplier and after Tetra Tech ESP's inspection and acceptance of the goods and services.

APPENDIX A – BID PRICE QUOTATION
RFQ#ESP-2020-167 Supply and Delivery of Food and Grocery Items for Tt ESP
Kandahar Office

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

Lot I: Food and Grocery Items

No	Description	Unit	Unit Price (USD)
01	Afghani Local Cheese	Kg	
02	Alkozai Tea (Black/Green)	Pack (100 tea bags/pack)	
03	Almonds	Kg	
04	Alpen Cereal Blue/Red	Pack (375 gr)	
05	Am metal Cheese	Packet (230 gr)	
06	Apple Sauce	Bottle (400 gr)	
07	Artichoke	Can (400 gr)	
08	Aluminum Foil	Roll (45cm x 150m)	
09	Apple Filling	Can (500 gr)	
10	Baked Beans (Heinz)	Can (400 gr)	
11	Balsamic Vinegar Acetomlano	Bottle (500 ml)	
12	Barley Soup	Box (10 pack/box)	
13	Basil (Dried)	Bottle (141 gr)	
14	Bean Curd (Tofu)	Can (400 gr)	
15	Beets	Kg	
16	Black Pepper (Ground)	Jar (18 oz)	
17	Black Berries	Can (600 gr)	

18	Blue Cheese	Pack (230 gr)	
19	Blue Cheese Dressing	Bottle (235 ml)	
20	Biryani Masala	Pack	
21	Bran Cereal	Pack (12x375 gr)	
22	Bran Flax Cereal	Pack (375 gr)	
23	Breadcrumbs American Garden	Jar (425 gr)	
24	Brown Bread (Sliced)	Leaf	
25	Brown Sugar	Pack (500 gr)	
26	Burger Buns	Pack (3 buns/pack)	
27	Butter Lurpak	Pack (200 gr)	
28	Betty Crocker Frosting	Can (600 gr)	
29	Bitter Lemon Soda	Case (24/case)	
30	Bay Leaves	Pack	
31	Burger Buns	Pack (3 buns/pack)	
32	Black Beans	Can (425 gr)	
33	Bleach/Clorox	Bottle (1 liter)	
34	Blue Berry Filling	Can	
35	BBQ Sauce	Bottle (5.10 gr)	
36	Baby Corn	Can (425 gr)	
37	Brie Cheese	Block	
38	Black Beans	Can (425 gr)	

39	Capers	Bottle (500 gr)	
40	Cashew Nuts Salt	Kg	
41	Cheddar Cheese	Pack (230 gr)	
42	Cherries Filling	Can/Kg (595 gr)	
43	Cherry Jam Diamond	Bottle (380 gr)	
44	Chickpeas	Can (400 gr)	
45	Chicken Maggi	Box (24 pack each, 280 gr/box)	
46	Chicken Sausage	Pack (200 gr)	
47	Chicken Soup (ELITE Brand)	Box (10 pack each, 126 gr/box)	
48	Chili Garlic Sauce	Bottle (3.4 kg)	
49	Chili Sauce	Bottle (300 gr)	
50	Chocolate Dark Big (50 to 750%)	Pack	
51	Chocolate Cake Mix Super Moist	Pack (500 gr)	
52	Chocolate Syrup	Bottle (22 oz)	
53	Chunky Peanut Butter (Jiff or Skippy)	Jar/Bottle (510 gr)	
54	Cinnamon Powder	Bottle (330 ml)	
55	Cocoa Powder	Jars (250 gr)	
56	Coffee (Folgers) Colombian	Bottle (292 gr)	
57	Coffee Mate (Original)	Bottle (400 gr)	

58	Cookies (Bakery Brand/Digestive Brand)	Pack (520 gr)	
59	Cayenne Pepper	Bottle (200 gr)	
60	Coriander Powder	Pack (100 gr)	
61	Coriander Seeds	Pack (100 gr)	
62	Corn Flour (National Brand)	Pack (250 gr)	
63	Corn Oil	Bottle (5 liters)	
64	Cornflakes Cereal	Pack (500 gr)	
65	Crackers RITZ	Pack (200 gr)	
66	Cranberry Sauce	Tin/Can (2.86 kg)	
67	Cream Milk Pak	Pack (200 ml)	
68	Cream of Chicken Soup (Elite Brand)	Can (68 gr)	
69	Cream of Mushroom Soup (Elite Brand)	Can (425 gr)	
70	Creamy Peanut Butter (Jiff or Skippy)	Jar/Bottle (510 gr)	
71	Cumin Powder	Pack (100 gr)	
72	Curry Powder	Bottle (100 gr)	
73	Calrose Rice	Pack (5 kg)	
74	Chaffing Dish Fuel	Bottle (500 gr)	
75	Cleaning Cloths (Rag)	Meter	
76	Chlorine	Case (60 bottle/case)	

77	Chicken Cube	Box (24 pack/box)	
78	Club Soda	Case (24 cans/case)	
79	Corn Meal	Kg	
80	Coconut milk	Can (400 ml)	
81	Corn Soup	Box (12 pack/box)	
82	Cherry Filling	Can (595 gr)	
83	Custard Powder	Pack (300 gr)	
84	Cheerios Cereal	Pack (560 gr)	
85	Rice Noddle	Pack (190 gr)	
86	Cheddar Cheese Shredded	Pack (200 gr)	
87	Coffee Filter	Pack (40 piece/pack)	
88	Condensed milk	Can (200 gr)	
89	Dates	Pack	
90	Dry Chili Powder	Pack (100 gr)	
91	Diced Tomatoes	Can (400 gr)	
92	Dressing Thousand Island	Bottle (237 ml)	
93	Dried Parsley (American Garden)	Jars (2 oz)	
94	Dry Mustard Powder	Pack (100 gr)	
95	Decaffeinated Coffee Portions	Pack (1x480)	
96	Daily fresh yogurt	Bottle (1 kg)	

97	Decaffeinated Instant Coffee	Bottle (500 gr)	
98	Dish Washing Liquid Soap	Bottle (1 liter)	
99	Kheer Mix National Brand	Pack	
100	Dorset Cereal	Pack (10x37 gr/pack)	
101	Edam Cheese	Block (230 gr)	
102	Enchilada sauce	Bottle (300 gr)	
103	Edam Cheese Herb	Pack (230 gr)	
104	Egg Noodle Thick	Pack (500 gr)	
105	Evaporated milk	Can (425 gr)	
106	Fava Beans	Can (400 gr)	
107	Fennel Powder	Pack (100 gr)	
108	Feta Cheese	Pack (500 gr)	
109	Flour	Kg	
110	Flour Tortillas	Pack (10 pcs/pack)	
111	French Bread	Loaf	
112	French Salad Dressing	Bottle (235 ml)	
113	Fish Masala	Pack (100 gr)	
114	Fresh Corn on The Cob	Each	
115	Mayonnaise (US)	Bottle (887 ml)	
116	Fruit Cocktail	Can (850 gr)	
117	Frosted Flakes Cereal	Box (10x375 gr/box)	

I 18	Frosting Cake White & Chocolate	Bottle (453 gr)	
I 19	Fruit & Fiber Cereal	Pack (375 gr)	
I 20	Fruit Jam	Bottle (380 gr)	
I 21	Fruit Yogurt (Nestle Brand)	Can (400 gr)	
I 22	Fuseli Pasta (Barilla Brand)	Pack (500 gr)	
I 23	Fresh Eggs	Box (180 unit)	
I 24	Garam Masala	Pack (100 gr)	
I 25	Garlic Powder	Jars (25 oz)	
I 26	Gelatin	Pack (100 gr)	
I 27	Genoa Salami	Pack (454 gr)	
I 28	Gherkin Pickles Sliced	Bottle (680 gr)	
I 29	Gherkins	Bottle (680 gr)	
I 30	Ginger Powder	Pack (18 oz wet)	
I 31	Graham Crackers	Pack (560 gr)	
I 32	Granola Cereal	Pack (560 gr)	
I 33	Greek Feta Cheese	Pack (500 gr)	
I 34	Green Beans	Can (400 gr)	
I 35	Green Bell Pepper	Kg	
I 36	Green Onion	Kg	
I 37	Green Peas	Can (400 gr)	

138	Guava	Kg	
139	Gallon Size Food Storage Bags	Pack (Large)	
140	Gouda Cheese	Block	
141	Gourmet Black Pepper	Jar (18 oz)	
142	Heavy Cream	Pack (1 liter)	
143	Hash Brown Potatoes (Rectangle Potatoes)	Pack (2.5 kg)	
144	Halloumi Cheese	Pack (200 gr)	
145	Happy Cow Breakfast Cheese	Pack (10 slice/pack)	
146	Hard Candy	Pack (100 gr)	
147	Hard Salami	Each	
148	Havarti Cheese	Package (360 gr)	
149	Heart Smart Cereal	Box (10x375 gr/box)	
150	Heinz Ketchup Small/Big	Jar/Bottle (1.2 kg/340 gr)	
151	Hellman's Mayonnaise	Bottle (946 ml)	
152	Henri's Salad Dressings	Bottle (237 ml)	
153	Hershey's Chocolate	Kg	
154	Hoisin Sauce	Bottle (237 ml)	
155	Hollandaise Sauce	Bottle (454 gr)	
156	Honey (Alshefa Arabic Brand)	Jar/Bottle (500 gr)	
157	Horseradish Sauce	Bottle (454 gr)	
158	Hot Peri Sauce	Bottle	

		(350 gr)	
159	Hot Sauce	Bottle (177 ml)	
160	Hummus	Can (400 gr)	
161	Hunt's Tomato Sauce	Can (300 gr)	
162	Icing Sugar	Pack (500 gr)	
163	Instant Coffee	Bottle (500 gr)	
164	Ice Cream	Pack	
165	Italian Salad Dressing	Bottle (237 ml)	
166	Jalapeno	Bottle (454 gr)	
167	Jam (Best in Company) Orange	Jar/Bottle (388 gr)	
168	Jasmine Tea	Pack (100 tea bags/pack)	
169	Jelly (Jell-O)	Box (1x96/box)	
170	Jerusalem Artichoke	Can/Tin (500 gr)	
171	Kasha Cereal	Box (375 gr, 10 pack/box)	
172	Kidney Beans Can (Grams)	Can (425 gr)	
173	Kikkoman Soy Sauce - Sauce Soja	Bottle (1 liter)	
174	Kiri Cheese	Pack (108 gr)	
175	Kraft Cheese	Pack (200 gr)	
176	Lasagna Pasta	Packet (500 gr)	
177	Lemon Juice	Bottle (1 liter/bottle)	

178	Lentils	Kg	
179	Lima Beans	Kg	
180	Lavazza Café (Espresso/ Coffee)	Pack (200 gr)	
181	Milk Low Fat	Case (12 pack/case)	
182	Mountain Dew Soda	Case (24 can/case)	
183	Mozzarella Cheese Big	Block (2.5 kg)	
184	Mushroom Sliced	Can (425 gr)	
185	Mushroom Whole	Can (425 gr)	
187	Mustard Yellow	Bottle (255 gr)	
188	Mandarin Oranges	Jar (388 gr)	
189	Matches	Pack (1x10)	
190	Milk Pack Milk/ Fresh Milk	Case (1 liter, 12 pack/case)	
191	Monte Cristo Cheese	Pack (200 gr)	
192	Mushroom Soup	Box (12 pack/box)	
193	Mung Beans (mung Dahl) sprouting Seed (Handy Pantry Brand)	Kg	
194	Mexican Rice	Pack (5 kg)	
195	Maggi Seasoning	Bottle (175 gr)	
196	Merinda	Case (24 can/case)	
197	Napkins	Pack (100 pcs/pack)	
198	Nutella	Bottle (350 gr)	

199	Nasvita Yogurt	Jar (500 gr)	
200	Nescafe Gold Coffee (Instant	Jar/Bottle (200 gr)	
201	Nutmeg Powder	Jar/Bottle (150 gr)	
202	Nabisco Ritz Crackers	Pack (200 gr)	
203	Nesvita Milk/ Low Fat Milk	Case (1liter, 12 pack/case)	
204	Oatmeal Quaker Oats (5 Minutes)	Can (500 gr)	
205	Olive Oil - (Extra Virgin)	Bottle (1 liter)	
206	Olives, Black (Deseeded)	Can/Bottle (450 gr)	
207	Olives, Green (Deseeded)	Bottle (450 gr)	
208	Oregano	Jars (5 oz)	
209	Oreo Cookie	Pack (117.6 gr)	
210	Oyster Sauce	Bottle (15 oz)	
211	Oven Cleaning Spray	Bottle (500 gr)	
212	Old Fashioned Oats Quaker	Jars (1.19 kg)	
213	Pan Cake Mix	Pack (907 gr)	
214	Paprika Powder	Jars (100 gr)	
215	Dry Parsley	Jars (18 oz)	
216	Pasta (Italian Pro)	Pack (500 gr)	
217	Pasta Linguine (Barilla Italian)	Pack (500 gr)	

218	Pasta Sauce (Barilla Brand)	Bottle (397 gr)	
219	Peach in Syrup	Can (850 gr)	
220	Penne Pasta Italian	Pack (500 gr)	
221	Pesto Sauce (Red /Green)	Bottle (397 gr)	
222	Philadelphia Cream Cheese	Packet (454 gr)	
223	Pineapple in Syrup	Can (850 gr)	
224	Pineapple Sweet Chili Sauce	Bottle (400 gr)	
225	Bicarbonate of Soda	Can (100 gr)	
226	Pitta Bread	Pack (12 pcs/pack)	
227	Pizza Sauce (Italian Barilla Brand)	Bottle (397 gr)	
228	Puck Cream Cheese	Glass (454 gr)	
229	Pine Nuts	Pack (1000 gr)	
230	Parmesan Cheese	Pack (1 lbs.)	
231	Quart Size Food Storage Bags (size 27cm x 30cm)	Pack (40 pack/box)	
232	Ragu Sauce	Jar/Bottle (397 gr)	
233	Raisin (Red)	Kg	
234	Raisin Bran Cereal	Pack (500 gr)	
235	Ranch Dressing	Bottle (337 ml)	
236	Red Bell Pepper	Kg	
237	Red Crushed Chili	Bottle (100 gr)	

238	Red Kidney Beans	Can (400 gr)	
239	Red Pepper Powder	Bottle (100 gr)	
240	Red Wine Vinegar	Bottle (0.5 liter)	
241	Relish Bottle	Bottle (0.5 liter)	
242	Rice Krispies Cereal	Box (1X10X500 gr)	
243	Rice Vinegar	Bottle (0.5 liter)	
244	Risotto Rice	Packet (5 kg)	
245	Roasted Peanuts	Kg	
246	Refried Beans	Can (425 gr)	
247	Sunflower Oil	Bottle (5 liter)	
248	Saffron	Bottle (0.5 liter)	
249	Ross Water	Bottle (100 gr)	
250	Salt (American Garden)	Bottle/Can (100 gr)	
251	Sesame Seeds	Bottle (350 ml)	
252	Slice Cheese	Pack (10 slice/pack)	
253	Soup Mix(Knorr Brand)	Box (10 pack/box)	
254	Sour Cream	Bottle (500 gr)	
255	Soy Milk (Added Calcium)	Pack (1 liter)	
256	Spaghetti Sauce Italian	Bottle/Can (397 gr)	
257	Special K Cereal	Packet	

		(500 gr)	
258	Sprite	Case (24 can/case)	
259	Strawberry Syrup	Bottle (22 oz)	
260	Sugar	Kg	
261	Sun Dried Tomato	Jars/Bottle (14 oz)	
262	Sweet Corn	Can (400 gr)	
263	Sweet Tea (1x12x60Bags/Box)	Pack (100 tea bags/pack)	
264	Saltine Crackers	Box (1x24x200 gr)	
265	Sandwich Size Food Storage Bags (size 12 x 25 cm)	Pack (50 pcs/pack)	
266	SOLO Plastic Cups	Pack (1x12)	
267	Soya Milk (size 12 x 25 cm)	Box (50 pack/box)	
268	Sponge	Pack (1X3x40 pcs)	
269	Sweet Potatoes	Can (3 kg)	
270	Swiss Cheese	Block	
271	Tabasco Sauce (Mild Pro)	Bottle (100 gr)	
272	Taco Shell	Pack (10 shells/pack)	
273	Tandoori Powder Masala	Pack (200 gr)	
274	Tikka Masala Powder	Pack (200 gr)	
275	Tikka Masala Sauce	Bottle (200 gr)	
276	Toffee	Kg	
277	Tofu	Can (19 oz)	

278	Tomato Basil Sauce (Barilla Brand)	Bottle (350 gr)	
279	Tomato Juice	Case (12 pack/case)	
280	Tomato Paste	Can (800 gr)	
281	Tomato Pealed	Can (400 gr)	
282	Tahini	Bottle (680 gr)	
283	Tortellini Pasta Cheese	Box (160 gr)	
284	Tortilla Bread	Packet (1x10x10 pcs/pack)	
285	Tortilla Chips	Packet (180 gr)	
286	Tuna Fish in Oil	Can (160 gr)	
287	Turmeric Powder	Bottle / Jars (330 ml)	
288	Taco Seasoning	Pack/Jars (35 gr)	
289	Thailand Breadcrumbs	Pack (1 kg)	
290	Tonic Water	Case (24 can/case)	
291	Toothpick (12)	Pack (250 count)	
292	Vanilla Ice Cream	Bucket (1x4)	
293	Vegetable Maggi	Box (24 pack/box)	
294	Vegetable Soup (Elite)	Box (10 pack/box)	
295	Vanilla Essence (extract)	Bottle (28 ml)	
296	Walnut (Fresh)	Kg	
297	Watani Rice	Large Bag	

		(25 kg)	
298	Wax Bean (400 Grams)	Kg	
299	Wheat Germ	Bottle (500 gr)	
300	Whipped Cream	Pack (1000 gr)	
301	White Beans (MARA)	Can (400 gr)	
302	White Pepper Powder	Jars (5 oz)	
303	White Rice	Kg	
304	White Vinegar Cristal Big	Bottle (1 liter)	
305	Whole Black Pepper	Kg	
306	Worcestershire Sauce	Bottle (15 oz)	
307	Wheat Crackers	Pack (180 gr)	
308	Yellow Cake Mix (Super Moist)	Pack (500 gr)	
309	Yogurt Nestle/Nest Veta	Jars (400 gr)	
310	Yogurt Roozana Watani	Can (500 gr)	
311	Zatar	Bottle (500 gr)	
312	Paper Classy Caps	Pack (100 pieces)	
313	Red Bull	Case (24 cans/case)	
314	Perrier Water	Case (24 bottle/case)	
315	Club Soda	Case (24 can/case)	
316	Fresh Curd	Kg	
317	Oven Spray	Bottle (500 gr)	
318	Local Tomato Sauce	Jars	

		(1 liter)	
319	Fresh Curd	Kg	
320	Oven Spray	Bottle (500 gr)	
321	Local Tomato Sauce	Jars (1 liter)	
322	Moon Lentil (Nask)	Kg	
323	Dal Nakhud	Kg	
324	Tuna Fish in Water	Can (120 gr)	
325	Sweet n Low Sugar	Box (1000 pcs/box)	
326	Diet Seven Up	Case (24 can/case)	
327	Italian Seasoning	Bottle (200 gr)	
328	Brown Gravy	Pack (200 gr)	
329	Bratwurst	Kg	
330	Fish Eggs	Bottle (200 gr)	
331	Shrimp Cocktail Sauce	Bottle (425 gr)	
332	Cardamom	Kg	
333	Food Color	Bottle (100 gr)	
334	Asparagus	Can / Bottle (500 gr)	
335	Avocado Garlic	Bottle (500 gr)	
336	Breakfast Sausage (Beef)	Pack (2 kg)	
337	Breakfast Sausage (Chicken)	Pack (2 kg)	
338	Cocoa pops	Pack (560 gr)	
339	Clove	Bottle (0.5 liter)	

340	Emili	Pack (100 gr)	
341	Capper	Bottle (0.5 liter)	
342	Cherries in Syrup	Bottle/Can (650 gr)	
343	Mash Potato Powder	Pack (500 gr)	
344	Ginger Paste	Bottle (337 gr)	
345	Curry Paste Red	Bottle (337 gr)	
346	Curry Paste Green	Bottle (337 gr)	
346	Hot Dog	Kg	
347	Teriyaki Sauce	Bottle (350 gr)	
348	Limon Paper	Bottle (200 gr)	
349	Jill Frieze Spice	Bottle (200 gr)	
350	Nigella Seeds	Bottle (200 gr)	
351	Active Drive Yeast	Can (125 gr)	
352	Corned Beef	Can (400 gr)	
353	Horse Radish	Bottle (425 gr)	
354	Hot Buffalo Sauce	Bottle (500 gr)	
355	Whole Sesame	Kg	
356	Black Eye Been	Can (425 gr)	
357	Pakawra Mixed	Pack (150 gr)	
358	Spring Roll Vegetable	Pack (3 kg)	

359	Spring Roll Chicken	Pack (3 kg)	
360	Chicken Nuggets	Kg	
361	Hot Salsa Chunky	Bottle (350 gr)	
362	Fettuccini Pasta	Pack (500 gr)	
363	Sage	Bottle (200 gr)	
364	Beef Cube	Box (24 cube/box)	
365	Dill Pickles	Bottle (500 gr)	
366	Chicken Cube	Box (24 cube/box)	
367	Spaghetti Italian	Pack (500 gr)	
368	Pear	KG	
369	Vegetable Cubes	Box (24 cube/box)	
370	Pistachios	Kg	
371	Coconut Oil	Can (680 gr)	
372	Maxwell House Coffee	Can (326 gr)	
373	Soft drink (Alokozay Breeze)	Case (24 can/case)	
374	Dijon Mustard	Bottle (200 gr)	
375	HP Sauce	Bottle (255 gr)	
376	AI Sauce	Bottle (255 gr)	
377	Maple Syrup	Bottle (390 gr)	
378	Pancake Mix	Pack (880 gr)	

379	Corn Syrup Light	Bottle (425 gr)	
380	Sweet Chili Sauce	Bottle (0.5 liter)	
381	Hours Relish Sauce	Bottle (337 gr)	
382	Chocolate Chip	Kg	
383	Chinese Salt	Pack (1 kg)	
384	Sea Salt	Bottle (200 gr)	
385	Lemon Concentrate	Pack (500 gr)	
386	Coconut Powder	Pack (200 gr)	
387	Coconut Cream	Can (425 gr)	
388	Lemon Cake Mix	Pack (500 gr)	
389	Mandarin Orange Fresh	Kg	
390	Baking Powder	Can (110 gr)	
391	Chickpeas Dry	Kg	
392	Marmalade	Bottle (500 gr)	
393	Lemon/Ginger Tea (Alokozay Brand)	Pack (100 tea bags/pack)	
394	Powdered Milk	Kg	
395	Green Raisin	Kg	
Subtotal Lot 1:			

Lot 2: Fruits and Fresh Vegetables Items

No	Description	Unit	Unit Price (USD)
396	Apple	Kg	
397	Apricot	Kg	
398	Avocado	Kg	
399	Banana	Kg	
400	Big Lemons	Kg	
401	Broccoli (Fresh)	Kg	
402	Cabbage Red and White	Kg	
403	Carrots	Kg	
404	Cauliflower	Kg	
405	Celery	Kg	
406	Colored Peppers	Kg	
407	Coriander (Fresh)	Kg	
408	Cucumber	Kg	
409	Eggplant (Fresh)	Kg	
410	Figs	Kg	
411	Fresh Mango	Each	
412	Fresh Cherry	Kg	
413	Fresh Mint	Kg	
414	Fresh Parsley	Kg	
415	Fresh Strawberry	Kg	
416	Garlic, Chili, Ginger	Kg	
417	Golden Pears	Kg	
418	Golden Pineapple	Kg	
419	Grapefruit	Kg	
420	Grapes	Kg	
421	Kino	Kg	
422	Kiwi	Kg	
423	Lemon	Kg	
424	Lettuce	Kg	

425	Fresh Green Beans	Kg	
426	Melon	Kg	
427	Napa Cabbage	Kg	
428	Okra (Fresh)	Kg	
429	Onion Red / White	Kg	
430	Orange	Kg	
431	Parsley (Fresh)	Kg	
432	Parsnips	Kg	
433	Peaches	Kg	
434	Peppers (Fresh)	Kg	
435	Pineapple	Each	
436	Plums	Kg	
437	Pomegranate	Kg	
438	Plumps	Kg	
439	Potato	Kg	
440	Pumpkin Green/Yellow	Kg	
441	Radish Red/White	Kg	
442	Rhubarb	Kg	
443	Slice Carrot	Kg	
444	Spinach	Kg	
445	Squash Green	Kg	
446	Tomato	Kg	
447	Watermelon	Kg	
448	Yellow Squash	Kg	
449	Yellow Apple	Kg	
450	Fresh Basil/Mint/Dill	Kg	
451	Turnip	Kg	
452	Beetroot	Kg	
Subtotal lot 2			

Lot 3: Beverage Items

No	Description	Unit	Unit Price (USD)
453	Amroot Juice	Carton (12 pack/carton, each pack 1 liter)	
454	Apple Juice	Carton (12 pack/carton, each pack 1 liter)	
455	A&W Root Beer	Case (24 cans/case)	
456	Coke (Coca-Cola Brand)	Case (24 cans/case)	
457	Coke Zero (Coca-Cola Brand)	Case (24 cans/case)	
458	7 UP	Case (24 cans/case)	
459	Cranberry Juice	Carton (12 pack/carton, each pack 1 liter)	
460	Diet Coke	Case (24 cans/case)	
461	Grape Juice Nestles	Carton (12 bottle/carton, each bottle 1 liter)	
462	Mango Juice	Carton (12 pack/carton)	
463	Orange Juice Nestle	Carton (12 pack/case)	
464	Peach Juice	Case (1liter, 12 pack/case)	
465	Pineapple Juice	Case (1liter, 12 pack/case)	
466	Pomegranate Juice Nestle	Case (1 liter,12 pack/case)	
467	Mix Fruit Juice	Carton (12 pack/carton)	
Subtotal Lot 3:			

Lot 4: Disposable Items

No	Description	Unit	Unit Price (USD)
468	Disposable Gloves	Pack (10x100 pcs)	
469	Disposable Paper Cups	Pack (50 cups/pack)	
470	Disposable Plastic Apron	Box (100 pcs)	
471	Disposable Plastic Fork 1x40x50	Pack (100 pcs)	
472	Disposable Plastic Knives 1x40x50	Pack (100 pcs)	
473	Disposable Plastic Spoons 1x40x50	Pack (100 pcs)	
474	Disposable Plates (10 - 12 Inch) Paper	Pack (100 pcs)	
475	Disposable Plates (6 Inch) 1x50	Pack (100 pcs)	
476	Disposable Plates (9 Inch)	Pack (100 pcs)	
477	Disposable Styrofoam Cups Large (1x500)	Box (100 pcs)	
Subtotal Lot 4:			

Lot 5: Frozen Items

No	Description	Unit	Unit Price (USD)
478	Baby Carrots Frozen	Pack (2.5 kg)	
479	Broccoli Frozen	Pack (2.5 kg)	
480	Frozen French Fries	Pack (2.5 kg)	
481	Green Peas Frozen	Pack (2.5 kg)	
482	Green Beans Frozen	Pack (2.5 kg)	
483	Mix Vegetable Frozen	Pack	

		(2.5 kg)	
484	Sweet Corn(frozen)	Kg	
Subtotal Lot 5:			
Grand Total: Subtotal Lot's 1+2+3+4+5:			

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

Authorized Signature and Stamp

Name and Title of Signatory: _____

Name of the Firm: _____

Address: _____

Email Address: _____

Telephone No.: _____

Note: The Offerors are required to submit the following:

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

APPENDIX B - BLANKET PURCHASE AGREEMENT TEMPLATE
Engineering Support Program (ESP)
USAID Contract No. AID-306-C-16-00010
BLANKET PURCHASE AGREEMENT (BPA)
(Not Valid if over \$150,000)
Description of Goods/Commodities or Services

1. BPA#: XXX	2. Effective Date: M-D-Y	3. Expiration Date: M-D-Y																				
4. SERVICE PROVIDER NAME & ADDRESS: Service Provider Name Service Provider Address E-mail: Insert Cell: +93 (0) XXX XXX XXX		5. PLACE OF DELIVERY/ACCEPTANCE: Tetra Tech ESP House 54, Street 34, Aino Mena 2 Kandahar, Afghanistan																				
6. ORDER TABLE <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 45%;">Description of Goods/Commodities or Services</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price (USD)</th> <th style="width: 15%;">Quantity</th> <th style="width: 20%;">Deliverable Number and Date</th> </tr> </thead> <tbody> <tr> <td>Insert</td> <td>Insert</td> <td>Insert</td> <td>Based on Need/Order</td> <td>As per each Supply Order</td> </tr> <tr> <td>Insert</td> <td>Insert</td> <td>Insert</td> <td>Based on Need/Order</td> <td>As per each Supply Order</td> </tr> <tr> <td>Insert</td> <td>Insert</td> <td>Insert</td> <td>Based on Need/Order</td> <td>As per each Supply Order</td> </tr> </tbody> </table>			Description of Goods/Commodities or Services	Unit	Unit Price (USD)	Quantity	Deliverable Number and Date	Insert	Insert	Insert	Based on Need/Order	As per each Supply Order	Insert	Insert	Insert	Based on Need/Order	As per each Supply Order	Insert	Insert	Insert	Based on Need/Order	As per each Supply Order
Description of Goods/Commodities or Services	Unit	Unit Price (USD)	Quantity	Deliverable Number and Date																		
Insert	Insert	Insert	Based on Need/Order	As per each Supply Order																		
Insert	Insert	Insert	Based on Need/Order	As per each Supply Order																		
Insert	Insert	Insert	Based on Need/Order	As per each Supply Order																		
7. CEILING PRICE: USD XXX.00		8. SHIP VIA: Local Courier																				
9. Tetra Tech ESP Prime Contract No: AID-306-C-16-00010		10. Activity Charge No: Insert																				
11. Tetra Tech ESP Chief of Party: Andrew High		12. Tetra Tech ESP Technical Direction: Insert																				
13. Tetra Tech ESP Director of Operations Timothy R. Kaendera		14. Tetra Tech ESP Contracts Manager: Abdul Samad Ibrahimzai																				
15. The Service Provider agrees to deliver/perform all supplies/services set forth above and on any continuation sheet (a) attached for the price specified in accordance with the terms and conditions set forth herein.																						

The Contractor: Tetra Tech ESP_____
Printed Name: **Timothy R. Kaendera**Title: **Director of Operations**

Date: _____

The Contractor: Tetra Tech ESP

(Signature of authorized individual)

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

Date: _____

The Service Provider: Service Provider Name

(Signature of authorized individual)

Printed Name:

Title:

Date: _____

BLANKET PURCHASE AGREEMENT (BPA)

INTRODUCING THE BPA

1. A Blanket Purchase Agreement, or BPA, is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. BPA's are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents. In other words, Tetra Tech uses BPA's when we know we will need a basic requirement over and over but can't say for sure when or how many of the items will be required.
2. A BPA is an agreement between Tetra Tech and the Service Provider which sets the stage for us to buy something quickly. All of the conditions of sale are negotiated when the BPA is initially established, so the Service Provider knows up front the kind of item we will be buying, and we know how much it's going to cost us for each item we buy.
3. BPA's are often "decentralized" and that is when the Admin/Facilities Manager comes into the picture. As a Admin/Facilities Manager for Tetra Tech, they determine the necessary requirements, and place the call to the Service Provider to request delivery of these specific items.

Scope of Work/Specifications

Description of Goods/Commodities or Services

Insert

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

1. **BPA Items.** The following services can be ordered under this BPA.
The food items described in this BPA shall be ordered by Supply Orders as required at the fixed unit rates noted above.
2. **Scope of BPA.** This BPA is entered into in order to support Tetra Tech ESP by providing the aforementioned items, through Tetra Tech Supply Orders issued by the duly authorized personnel identified under item 7, Placement of Orders, of this section.
3. **Ceiling Price.** The Tetra Tech estimates, but does not guarantee, that the ceiling price of purchase through this agreement will be **USD XXX.00 (Amount in words USD Only)**.
4. **Obligation of Funds.** This BPA does not obligate any funds. Funds will be obligated by the placement of BPA Supply Orders.
5. **Duration of BPA.** The effective date of this BPA is **M-D-Y** and will expire on **M-D-Y** or when the ceiling of the BPA has been expended, whichever is earlier.

6. **Order Procedures. Supply** Orders against this BPA will be issued by the points of contact noted below. After receiving of the Supply Orders, the BPA holder must deliver the requested items to Tetra Tech office.
7. **Placement of Orders.** The following individuals are hereby authorized to place orders under this BPA;

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

8. **Delivery Tickets.** Unless otherwise agreed to, all deliveries under this BPA must be accompanied by the following information as a minimum:
- BPA Number;
 - Name of Project;
 - Supply Order Number;
 - Date of Purchase of Service;
 - Quantity, Unit Price, and Make/Model of each Service/Item; and
 - Date of Service/Item Shipment.
9. **Invoices.** Invoices will be submitted to the address specified on the cover page, and the payment will be processed upon the receipt of invoice or within thirty (30) days of receipt of invoice. The Service Provider is required to provide full banking details and all supporting documents each month in accordance with the payment terms and conditions specified below.
10. **Terms and Conditions.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. If there is an inconsistency between the provisions of this BPA and the invoice, the provisions of this BPA shall take precedence.
11. **Restricted Countries.** BPA will ensure that it does not engage in any procurement activity from the following countries: Cuba, Iran, Syria, Sudan and North Korea.

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

This **Blanket Purchase Agreement** is issued under U.S. Agency for International Development (USAID) Contract No. AID-306-C-16-00010. Pursuant to FAR Part 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" and 48 CFR Chapter 7, the applicable clauses set forth below (Appendix A) are incorporated by reference into this Blanket Purchase Agreement with the same force and effect as if they were set forth in full text. The term "FAR" means Federal Acquisition Regulation as revised on the date of this Blanket Purchase Agreement. The terms, "Contractor", "Government", and "Contracting Officer" as used in these clauses shall refer to Service Provider, Tetra Tech and Director of Operations respectively. In no event shall any provision of this Blanket Purchase Agreement be construed as allowing the Service Provider to appeal directly to or otherwise communicate directly with the U.S. Agency for International Development (USAID) without prior written consent of the Tetra Tech Chief of Party.

1.0 QUALITY ASSURANCE

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

2.0 OFFER AND ACCEPTANCE

This Blanket Purchase Agreement is an offer to buy goods/services herein described on the terms and conditions herein stated. This offer may be revoked by Tetra Tech at any time before it is accepted by Service Provider. Acceptance by Service Provider shall be made either by return of a signed acknowledgment of the Blanket Purchase Agreement or by performance upon Supply Orders thereunder. Performance by Service Provider is express acceptance of these terms and conditions.

3.0 INSPECTION AND REJECTION OF GOODS

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

4.0 INSPECTION BY TETRA TECH'S LEADS AS NEEDED

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

5.0 INSPECTION BY THE DESIGNATED USAID REPRESENTATIVE

The designated USAID representative may conduct inspections from time to time of the work being performed to determine whether the Work is being performed in a satisfactory manner,

and that all materials are of an acceptable quality. Service Provider agrees to cooperate fully with requests for inspection from Tetra Tech.

6.0 PAYMENTS

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

All invoices shall be addressed to:

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

With a copy to the Contracts/Procurement Department:

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

A proper invoice must clearly indicate the following information:

- Contract #: **AID-306-C-16-00010**
- Blanket Purchase Agreement Number:
- Supply Order Number:
- Project Name:
- Service Provider's Name and Remittance Address:
- Invoice Date and Number:
- Specific Deliverable(s) Completed:

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

- Account Name:
- Account #:
- Bank Name:
- SWIFT #:
- Correspondent US Bank:
- Correspondent ABA #:
- Correspondent Account #:

All payments are subject to the withholding of income taxes, if applicable, as required by local or any other applicable law.

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

Certification:

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

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

Signature	Name	Position	Date
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7.0 DIFFERENT OR ADDITIONAL TERMS

Tetra Tech hereby objects to any different or additional terms or conditions proposed by the Service Provider. Said different or additional terms will not be binding upon Tetra Tech unless accepted in writing by Tetra Tech's Contracts/Procurement Department. Tetra Tech's receipt and acceptance of goods ordered in no way implies its consent to any different or additional terms or conditions proposed by Service Provider.

8.0 MODIFICATION, WAIVER AND RESCISSION

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

9.0 QUALITY CONTROL

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

10.0 SHIPPING

All goods shall be suitably packed, marked and shipped in accordance with the requirements of common carriers and in a manner to secure lowest transportation costs and to preserve public while observing all public health ordinances. Unless otherwise specified herein, no additional charge shall be made or allowed for such packing, marking and shipping. Tetra Tech's name and Blanket Purchase Agreement Supply Order numbers shall be shown on all packing slips, bills of lading and invoices. Packing slips must accompany each shipment. Unless otherwise specified, terms of payment under this Blanket Purchase Agreement shall be as agreed to the destination mentioned herein.

11.0 PRICES

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

12.0 CHANGES

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

13.0 WARRANTY

Service Provider warrants that all services covered by this Blanket Purchase Agreement will conform to the descriptions furnished or specified by Tetra Tech, that the services provided will be done using good materials and workmanship, and the equipment will be free from defects, and that equipment promised by the Service Provider for the services outlined in the Agreement will be as specified in this Agreement and will be fit and sufficient for the use intended. If within one year from the date of acceptance by Tetra Tech, the equipment and services supplied by the Service Provider are defective in design, material or workmanship or fail to conform to the specifications as determined by Tetra Tech, notwithstanding industry or business practices and in addition to other remedies Tetra Tech has the option at its discretion to (1) reject the equipment and or services and return them at Service Provider's

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

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

14.0 REMEDIES/WAIVER

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

15.0 TERMINATION FOR NON-PERFORMANCE OR BREACH

Time is of the essence in all deliveries and other performance hereunder. In addition to other remedies it may have including the right to collect damages, Tetra Tech reserves the right to terminate all further performance of this Blanket Purchase Agreement if the Service Provider does not perform as specified in the Blanket Purchase Agreement or if the Service Provider breaches any of the terms contained herein. Tetra Tech reserves the right to terminate this Blanket Purchase Agreement in part or in whole by providing ten (10) days written notice to the Service Provider. Tetra Tech may also terminate the Blanket Purchase Agreement in the event of insolvency of the Service Provider, the filing of a voluntary petition to have Service Provider declared bankrupt (provided it is not vacated within thirty (30) days of filing), the appointment of a receiver or trustee for Service Provider (provided it is not vacated within thirty (30) days of its date), or the execution by Service Provider of an assignment for the benefit of creditors.

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

16.0 TERMINATION FOR CONVENIENCE

Tetra Tech may terminate and cancel in whole or in part the Service Provider's further performance and Tetra Tech's obligations at any time by notice to Service Provider confirmed in writing. In the event of receipt of written notice of termination, Service Provider shall immediately transfer and deliver to Tetra Tech free of any liens and encumbrances any goods or portion thereof completed or in process. In the event of termination for convenience, Service Provider shall be entitled to an amount which bears the same proportion of the total price determined as of the date of termination as the conforming items reasonably accepted by Tetra Tech following the notice of termination. To the extent this Blanket Purchase Agreement calls for items which are to be specially fabricated to Tetra Tech's order, Service Provider shall only be entitled to an equitable amount to cover its direct costs reasonably expended or committed to third parties prior to termination and Service Provider's reasonable costs for prompt orderly termination (less salvage value and amounts, recoverable by Service Provider). If Tetra Tech incorrectly and in good faith terminates Service Provider for breach, such shall be deemed to be a termination for convenience by Tetra Tech and payment shall be made in accordance with this paragraph. In no event shall Tetra Tech's liability or Service Provider's recovery under or with respect to any termination of this Blanket Purchase Agreement exceed the Blanket Purchase Agreement Supply Order price as determined at the time of the termination or breach. This section shall not be construed as limiting any other rights or remedies available to Tetra Tech. Tetra Tech reserves the right to terminate this contract without assigning any reason.

17.0 PATENTS

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

18.0 ASSIGNMENT

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

19.0 COMPLIANCE WITH LAWS

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

20.0 INDEMNIFICATION

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

products, in which the services for which the Service Provider has given Tetra Tech indemnification are alleged.

21.0 CONFIDENTIALITY

All provisions and understandings, specifications and information contained in this Blanket Purchase Agreements are and shall remain confidential property of Tetra Tech. Service Provider shall make no use whatsoever of them except in performing this Agreement and shall not disclose any confidential information to any third party except to the extent necessary in performing this order. All such items shall be held at Service Provider's risk and shall be returned to Tetra Tech upon completion of the Blanket Purchase Agreement Supply Order if Tetra Tech so requests.

22.0 TETRA TECH REQUIREMENTS

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

23.0 GOVERNING LAW

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

24.0 GENERAL

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

25.0 EXCLUSION OF DAMAGES

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

26.0 FOREIGN CORRUPT PRACTICES ACT COMPLIANCE

The parties acknowledge the application and importance of the United States Foreign Corrupt Practices Act of 1977, as amended (the "Act"), with respect to the business opportunities sought by Service Provider / Intermediary for the benefit of Tetra Tech. Each party hereto desires to rely on full compliance with the Act by the other party hereto and its agents and representatives. In conformity with the Act, and with each party's established policies regarding business practices, Tetra Tech, the Service Provider / Intermediary and their respective affiliates, officers, directors, agents and employees shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer as a gift, promise to give, or authorize the giving of anything of value (whether in money, property, or services) to any person (whether directly or indirectly through a family member or any entity in which an

employee or family member holds an interest or is affiliated, or otherwise), private or public, regardless of form for the purpose of influencing an act of decision (including a decision not to act) of an official of any government or of an employee of any company or inducing such a person to use his or her influence to affect any such act of decision in order (i) to assist Tetra Tech in obtaining, retaining or directing any business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the business or Tetra Tech, or (iv) in violation of any legal requirement of any governmental or regulatory body or any applicable order thereof. Each party shall hold the other harmless from and against the consequences of a violation of this paragraph by the acting party.

27.0 OTHER CLAUSES INCORPORATED BY REFERENCE

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

See Appendix A. General Provisions

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

I. Definitions

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

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

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

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

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

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

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

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

APPENDIX A GENERAL PROVISIONS

USAID/AFGHANISTAN SUB-AWARD REQUIREMENTS (APRIL 2016)

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

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

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

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

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

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

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

- (i) subsidiaries of the awardee;
- (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
- (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;

- (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity will be considered a "tier" for purposes of this clause;
- (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the award.

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

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

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

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

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

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

**USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559
FACILITIES USED FOR 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 Blanket Purchase Agreement incorporates clauses by reference with the same force and effect as if they were given in full text. Upon request, Tetra Tech will make the full text and clauses available to the Service Provider.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 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
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
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
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

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)

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) *Sub-agreements.* The contractor must include this reporting requirement in all applicable subcontracts and other sub-agreements.

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

(End of clause)