

## 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:	<b><i>Request for Quotation – RFQ#ESP-2020-187 Provision of Hybrid Post Paid Services for Cellphone and Mobile Data</i></b>
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 **Provision of Hybrid Post Paid Services for Cellphone and Mobile Data** for Tetra Tech ESP Kabul office located at Street No. 1, House No. 2, next to Massoud Foundation, Shash Darak, District No. 9, Kabul, Afghanistan. Tetra Tech ESP invites firms to submit their Best and Final Offer (BAFO) for the work funded by the United States Agency for International Development (USAID) in support of the Engineering Support Program (ESP).

### Submissions:

#### 1. Submission of Questions:

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

Insert in subject line: ***RFQ#ESP-2020-187 Provision of Hybrid Post Paid Services for Cellphone and Mobile Data***

#### 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](mailto:GLS.ESP.Procurement@tetrattech.com) no later than **October 31, 2020** (4:00 PM Kabul, Afghanistan Local Time).

Insert in subject line: ***RFQ#ESP-2020-187 Provision of Hybrid Post Paid Services for Cellphone and Mobile Data***

**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 signed and stamped copies of their quotes no later than the due date for submission of quotations 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 Firm Fixed Price Purchase Order (PO).

**SECTION C – DESCRIPTION OF GOODS/COMMODITIES OR SERVICES**

Provision of Hybrid Post Paid Services for Cellphone and Mobile Data, as specified under Appendix A, for Tt ESP.

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

U.S. Executive Orders and U.S. law prohibit 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 applicable Executive Orders and laws.

**D.2 COMMUNICATIONS WITH USAID AND OTHER AGENCIES**

All of Offeror’s contractual written and/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 the USAID's Automated Directives System (ADS-300 Series), 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 service and after Tetra Tech ESP's inspection and acceptance of the goods and services.

**APPENDIX A – BID PRICE QUOTATION**  
**RFQ#ESP-2020-187 Provision of Hybrid Post Paid Services for Cellphone and Mobile Data**  
under  
USAID Engineering Support Program  
Contract No. AID-306-C-16-00010

S.No.	Description of Goods/Commodities or Services	Quantity	Unit Price (USD)	Total Price (USD)
1	SIM card charges (postpaid)	150		
2	CUG monthly free per SIM card	150		
3	Data bundle (3G and 4G)	1		
4	International Calls	1		
5	Group SMS	1		
6	VMS per call	1		
7	SMS international	1		
8	SMS local	1		
9	Roaming	1		
10	SIM replacement	1		
11	Voice call network to network per minute	1		
12	Voice call network to another network per minute	1		
13	Voice call international per minute	1		
14	VMS per call	1		
15	Security & Bulk SMS Broadcast Services	1		
16	Data Bundle (25GB) - Monthly	1		
<b>Total</b>				

Additional Requirement	
Validity of Bid Price (Quotation)	<b>Ninety [ 90 ] Days</b>

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*Authorized Signature and Stamp*

Name and Title of Signatory: \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**Note: The Offerors are required to submit the following:**

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

**APPENDIX B - PURCHASE ORDER TEMPLATE**  
**Engineering Support Program (ESP)**  
**USAID Contract No. AID-306-C-16-00010**  
**FIRM FIXED PRICE PURCHASE ORDER**

**Description of Goods/Commodities or Services**

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

**14. TYPE OF BUSINESS/INSTITUTION**
**(Check all that apply)**

VENDOR certifies that they are: ☐ Non-Profit ☒ For-Profit

☐ Large Business ☐ Small Business ☐ College or University

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

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

**GENERAL TERMS AND CONDITIONS**

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

**SCOPE OF WORK**
**Description of Goods/Commodities or Services**

No.	Description	Quantity	Unit	Unit Cost (USD)	Total Cost (USD)
1					
2					
3					
<b>Total (USD)</b>					

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

**Tetra Tech ESP**

<hr/>	Date: <hr/>
Name: <b>Timothy R. Kaendera</b>	
Title: <b>Director of Operations</b>	
 <b>Tetra Tech ESP</b>	
<hr/>	Date: <hr/>
Name: <b>Andrew High</b>	
Title: <b>Chief of Party</b>	
 <b>Vendor</b>	
<hr/>	Date: <hr/>
Name: Title:	

**1.0 QUALITY ASSURANCE**

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

**2.0 OFFER AND ACCEPTANCE**

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

**3.0 INSPECTION AND REJECTION OF GOODS/ COMMODITIES OR SERVICES**

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

**4.0 INSPECTION BY TETRA TECH'S LEADS AS NEEDED**

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

**5.0 INSPECTION BY THE DESIGNATED USAID REPRESENTATIVE**



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

## **6.0 PAYMENTS**

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

All invoices should be addressed to:

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

With a copy to the Contracts/Procurement Department.

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

A proper invoice must clearly indicate the following information:

- Contract #: **AID-306-C-16-00010**
- Purchase Order Number:
- Project Name: Engineering Support Program (ESP)
- Vendors Name and Remittance Address:
- Invoice Date and Number:
- Specific Deliverable(s) Completed:

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

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

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

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

Certification:

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

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

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

**8.0 MODIFICATION, WAIVER AND RESCISSION**

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

**9.0 QUALITY CONTROL**

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

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

**10.0 SHIPPING**

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

**11.0 PRICES**

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

**12.0 CHANGES**

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

**13.0 WARRANTY**

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

**14.0 TERMINATION FOR NON-PERFORMANCE OR BREACH**

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

creditors.

#### **15.0 TERMINATION FOR CONVENIENCE**

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

#### **16.0 PATENTS**

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

#### **17.0 ASSIGNMENT**

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

#### **18.0 COMPLIANCE WITH LAWS**

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

#### **19.0 INDEMNIFICATION**

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

#### **20.0 CONFIDENTIALITY**

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

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

#### **21.0 FOREIGN CORRUPT PRACTICES ACT COMPLIANCE**

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

#### **22.0 OTHER DOCUMENTS INCORPORATED BY REFERENCE**

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

## **APPENDIX A GENERAL PROVISIONS**

### **USAID/AFGHANISTAN SUB-AWARD REQUIREMENTS (APRIL 2016)**

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

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

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

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

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

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

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

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

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

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

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

All Contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of

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

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

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

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

## **USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559 FACILITIES USED FOR RELIGIOUS ACTIVITIES (FEBRUARY 2016)**

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

### **RESTRICTIONS AGAINST DISCLOSURE**

The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

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

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

### **NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

In accordance with AIDAR "752.252-2 CLAUSES INCORPORATED BY REFERENCE", the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. See [www.usaid.gov/ads/policy/300/aidar](http://www.usaid.gov/ads/policy/300/aidar) for electronic access to the full text of a clause.

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

### **NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES



INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

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

## **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I) CLAUSES**

Citation No.	Title	Date
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards	OCT 2018
52.204-12	Unique Entity Identifier Maintenance	OCT 2016

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
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	JUL 2005

	Benefits (PRB) Other Than Pensions	
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
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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) *Subagreements.* The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

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

(End of clause)