



**Engineering Support Program (ESP)**  
**USAID Contract No. AID-306-C-16-00010**

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To: Offerors  
From: Tetra Tech ESP  
Issuance Date: April 29, 2021  
Closing Date: May 8 2021 (4:00 PM Kabul, Afghanistan Local Time)

Subject: Request for Proposal (RFP) No. ESP-RFP-21-197 – Destruction of Two B6 Armored Vehicles (AV) Located in Kandahar City- Close to Ahmad Shah Baba International Airport

Reference: USAID/Tetra Tech Contract No. AID-306-C-16-00010, Engineering Support Program (ESP)

Dear Offerors:

Enclosed is a Request for Proposals to carry out destruction of Two B6 AVs located close to Ahmad Shah Baba international airport as prescribed in the SOW, Section B of this RFP. Tetra Tech ESP invites firms to submit their best-offer proposals for the destruction and removal of scrap of two Armored Vehicles located close to Kandahar Airport. These vehicles were being used under a project funded by the United States Agency for International Development (USAID) under Contract No. AID-306-C-16-00010 in support of Engineering Support Program (ESP).

**Submissions:**

1. **Submission of Questions:** Questions may be submitted no later than **May 3, 2021** (4:00 PM Kabul, Afghanistan Local Time). Offerors are invited to address questions via e-mail to: [Zia.Siddiqi@tetrattech.com](mailto:Zia.Siddiqi@tetrattech.com) and [Patrick.Mugabo@tetrattech.com](mailto:Patrick.Mugabo@tetrattech.com), with a cc to [Tim.Kaendera@tetrattech.com](mailto:Tim.Kaendera@tetrattech.com) and [A.Ibrahimzai@tetrattech.com](mailto:A.Ibrahimzai@tetrattech.com). Insert in subject line: ESP-RFP-21-197 Destructions of Two B6 AVs.
2. **Submission of Proposal:** All responses must be in English. All documents needing signature/stamp should be signed/stamped and submitted electronically to [GLS.ESP.Procurement@tetrattech.com](mailto:GLS.ESP.Procurement@tetrattech.com) no later than **May 8, 2021** (4:00 PM Kabul, Afghanistan local time). No hard copy or hand delivered proposals will be accepted.

**Note:** Offerors shall submit their Technical and Financial Proposals **separately**. Insert in subject line: ESP-RFP-21-197 Destructions of Two B6 AVs.

For Tetra Tech ESP office address inquiry **ONLY**, you may contact: +93 (0) 702 755 244 or +93 (0) 702 755 224.

**Appendices Attached:**

Appendix A: Cover Letter;  
Appendix B: Bid Price Quotation;  
Appendix C: Bill of Quantities;  
Appendix D: Proposed Schedule  
Appendix E: Relevant Destruction Experience  
E (1): Summary of Relevant Destruction Experience Form  
E (2): Project Summary Sheet

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## SECTION A – PROPOSAL INSTRUCTIONS

The prospective award will be a Firm Fixed Price subcontract and is contingent upon the successful Offeror, being able to obtain clearance for their staff, with the assistance of Tetra Tech ESP, to gain access to the Location where the vehicles are in Kandahar, Afghanistan.

The Offeror shall submit its best-offer proposal for the destruction of Two B6 AVs located near the Ahmad Shah Baba International Airport in Kandahar, Afghanistan:

1. **Proposal Cover Letter:** Executed by a person authorized to sign on behalf of the Offeror. Use the provided template in Appendix A.
2. **Priced Bill of Quantities:** Offeror shall use the Bid Price Quotation Form, provided in Appendix B and Appendix C, as part of their Financial Proposal. The quantity and unit prices shall include all materials, labor, supervision, quality assurance, transport, security, insurance, overhead, profit, risk and other obligations, and all other incidentals necessary for the completion of the work. **The offer must budget for DBA Insurance which is a reimbursable expense.**

The electronic copy of the Offerors' Proposal shall be clearly marked "**ESP-RFP-21-197 Destruction of Two B6 AVs**". Tetra Tech ESP may choose not to evaluate an unresponsive bid. Offerors should examine all instructions and the specifications contained in this Request for Proposal.

The completion and submission to Tetra Tech ESP of the above item will constitute a proposal and will indicate the Offeror's agreement to the terms and conditions in this RFP and in any attachments hereto. Issuance of this RFP does not commit Tetra Tech ESP to make an award.

## SECTION B – DESCRIPTION OF WORK/SERVICES

### B.1 SCOPE OF WORK

This Scope of Work (SOW) provides a detailed description of the destructions of Two B6 AVs located near to Ahmad Shah Baba International airport Kandahar, Afghanistan.

### B.2 GENERAL WORK AND ACTIVITIES' OVERVEIW

- The Contractor **Must** submit to Tetra Tech ESP photographic and video evidence prior to destruction/demolition, during destruction/demolition, and after destruction/demolition covering as many angles as possible.
- Drain, store and dispose of all Armored Vehicle(s) fluids to include, but not limited to, engine oil, radiator/engine coolant, transmission fluid, power steering fluid, brake fluid and differential gear oil in an environmentally responsible fashion and according to the applicable rules and regulations of the U.S. Government.
- Disassemble, cut, and destroy all the armored and ballistic parts of the Armored Vehicle(s) according to the applicable rules and regulations U.S. Government.
- Remove and return to Tetra Tech ESP any Vehicle Identification Number (VIN#) Plates/Placards/Decals located throughout the Vehicle(s) (i.e., VIN#: firewall, engine compartment, door sills, frames rails, etc.) which would identify Vehicle(s) as being owned by the U.S. Government.
- Cut each piece of armored metal to squares no larger than 6 inches by 6 inches (15cm by 15cm).
- Cut ballistic glass into sections no larger than 12 inches by 12 inches (30cm by 30cm) or thoroughly shattering and crushing the ballistic glass.
- Cut and/or break holes into the engine block, transmissions & transfer cases, and differential assemblies rendering them inoperable.
- Cut the bodies of Armored Vehicle(s) into sections.
- Dispose of all excess Scrap Material and waste (i.e., metal, glass, etc.) and ensure that the parking area and/or location of destruction area is cleaned after the materials are removed.
- Responsible for any and all taxes, duties and disposal charges or other fees imposed by the Government of Afghanistan on the Scrap Materials after taking them out of the destruction site warehouse and/or location of destruction.
- Have full responsibility for all scrap materials after removing them from the destruction site and/or location of destruction.
- Retain and remove from the destruction site the Scrap Materials as compensation for all work performed.
- Not remove any "Usable Materials" as determined by Tetra Tech ESP in its sole discretion to include, but not limited to: license plates, usable tires and rims, front bumpers, winches, usable front & rear lights, roof racks, radio equipment, emergency equipment, toolkits, jacks, and other items identified and deemed by the Tetra Tech ESP as remaining in U.S. Government custody.
- Responsible for maintaining adequate insurance and ensuring safety of its personnel during the destruction of the Armored Vehicle(s). TetraTech ESP is not responsible for any injuries or liability to contractor personnel.

## **SECTION C – SPECIAL CONTRACT REQUIREMENTS**

The following provisions are incorporated from the Prime Contract and are applicable to this Subcontract:

### **C.1 AUTHORIZED GEOGRAPHIC CODE**

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 USAID's Automated Directives System (ADS-300 Series), which, as amended from time to time, are incorporated by reference as a part of this Subcontract (see the clause entitled "Source and Nationality Requirements" [AIDAR 752.225-70]).

The authorized geographic code for procurement of goods and services under this Subcontract is "935." Local procurement is authorized subject to the provisions of AIDAR 752.225-71, "Local Procurement (FEB 1997)".

#### **(a) Restricted Goods**

Pursuant to the clause of the Subcontract entitled "Source and Nationality Requirements" (AIDAR 752.225-70), Subcontractor shall not purchase (or, for motor vehicles, take a long-term [i.e., six months or longer] lease for) restricted goods. Restricted goods are: (1) agricultural commodities; (2) motor vehicles; (3) pharmaceuticals and contraceptive items; (4) pesticides; (5) fertilizers; (6) used equipment; and (7) U.S. Government-owned excess property. Subcontractor may not purchase restricted goods without advance written approval of the Tetra Tech Contract Manager and USAID Contracting Officer.

#### **(b) Nationality, Source, and Cargo Preference**

In order to be eligible for USAID financing all goods and services provided by Subcontractor under this Subcontract shall have their nationality, source, and origin in those countries listed in USAID Geographic Code in effect on the date of acquisition and/or in ("Eligible Countries"). However, the source rule does not apply to goods owned by the Contractor prior to bid opening.

Citizens of any country or area, and firms and organizations located in or organized under the laws of any country or area which is not included in USAID Geographic Code 935 are ineligible for financing by USAID as suppliers of services or commodities or as agents acting in connection with the supply of services or commodities, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible regardless of such citizenship.

### **C.2 EXECUTIVE ORDER ON TERRORISM FINANCING (AAPD 02-04, Mar 2002)**

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all Subcontract/sub-awards issued under the Prime Contract.

In addition to conducting a background check for any new personnel, Subcontractor agrees to conduct a search for the prospective employees' name on the following site:

<http://www.treasury.gov/offices/enforcement/ofac/sdn/index.html>

A printout from the website verifying that the prospective new employee's name does not appear on the list shall be submitted to the Contracts Manager for Tetra Tech records.

### **C.3 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 Subcontractor / 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 Subcontractor / 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.

#### **C.4 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the Subcontractor not discriminate against people with disabilities in the implementation of USAID programs and that it makes every effort to comply with the objectives of the USAID Disability Policy in performing this Subcontract. To that end and within the scope of the Subcontract, the Subcontractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

#### **C.5 ANTI-TRAFFICKING**

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Subcontract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) Tetra Tech may terminate this Subcontract, without penalty, if the Subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, Subcontract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, subcontract, or cooperative agreement.

#### **C.6 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

Tetra Tech reserves the right to terminate this Subcontract, to demand a refund, or take other appropriate measures if the Subcontractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140 and ADS 206.

#### **C.7 HOST COUNTRY TAXES**

(1) Pursuant to the bilateral agreement between the United States Government and the host country government, the Subcontractor and those of its employees who are not citizens or permanent residents of the host country shall be free of all taxes, fees, levies, customs, or impositions imposed under laws in effect in the host country with respect to all works and services performed under this contract. This exemption includes all customs, duties, and registration fees.

(2) With respect to shelf items, "identifiable" taxes, fees, customs, levies, or impositions of the Government or any subdivision thereof are those which are added to the price of goods or services and stated separately on invoices for same. These charges are subtracted from the price at the time of purchase. With respect to items imported for the project, any such taxes, fees, customs, levies or impositions shall be paid by the Employer.

(3) The personal effects (including vehicles) of the Subcontractor and those of its employees who are not citizens or permanent residents of the host country shall be free of all taxes imposed under laws in effect in the host country with respect to such personal effects.

(4) The Government will allow the Subcontractor to import free of customs and duties such materials and equipment as may be required for the services under this contract provided such items are either re-exported to transferred to the Government at the conclusion of the contract.

**C.8 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this Subcontract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located. (In applicable)

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the COP and Senior Contracts & Procurement Manager; the original should be retained by the Contractor.

## **SECTION D: GENERAL PROVISIONS**

### **D.1 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.

### **D.2 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.

### **D.3 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.

### **D.4 USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559 FACILITIES USED FOR REGILIGIOUS ACTIVITES (FEBRUARY 2016)**

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

### **D.5 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.

### **D.6 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

### **D.7 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 Subcontract 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.

#### **D.8 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I) CLAUSES**

<b>Citation No</b>	<b>Title</b>	<b>Date</b>
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 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 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

#### **D.9 USAID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES**

<b>Citation No</b>	<b>Title</b>	<b>Date</b>
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

**D.10 FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)**

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

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).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

(b) Prohibition. (1) 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 FAR 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) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**D.11 TRAFFICKING IN PERSONS (OCTOBER 2010) - 52.222-50, COMBATting  
TRAFFICKING IN PERSONS (MARCH 2015)**

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
    - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
      - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
      - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
    - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee

understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.



- (g) *Full cooperation.*
- (1) The Contractor shall, at a minimum—
  - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
  - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
  - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
  - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
  - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
  - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
  - (iii) Restrict the Contractor from—
    - (A) Conducting an internal investigation; or
    - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) *Compliance plan.*
- (1) This paragraph (h) applies to any portion of the contract that—
  - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
  - (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—
  - (i) To the size and complexity of the contract; and
  - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:
  - (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
  - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

#### **D.12 752.229-71 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)

## **D.13 INSPECTION AND ACCEPTANCE**

### **D.13.1 Workmanship, Quality Control, and Superintendence**

In accordance with FAR Clause 52.236-6 "Superintendence by the Contractor" (APR 1984), at all times during performance of the Subcontract and until the Works are completed and accepted, the Subcontractor shall have on the work site a competent Site Supervisor who is approved and accepted by Tetra Tech ESP. The Site Supervisor will have authority to act on behalf of the Subcontractor.

The Subcontractor is expected to produce Works which conform in quality and accuracy of detail to the contractual standards, drawings, and specifications. The Subcontractor shall institute a quality control system and provide, dependent on the project scope and as agreed with Tetra Tech ESP, experienced staff such as, but not limited to, managers, engineers, foremen, surveyors, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and execution of the Works at all times.

### **D.13.2 Quality Assurance**

Upon award, the Subcontractor shall institute an appropriate inspection system set forth in a quality assurance plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the Subcontract.

The Subcontractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspection. The Subcontractor shall bring any conditions beyond the responsibility of the Subcontractor to the attention of the Tetra Tech ESP Project Manager.

#### **D.14 EXECUTIVE ORDER ON TERRORISM FINANCING**

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 Subcontractor to ensure compliance with these Executive Orders and laws.

#### **D.15 COMMUNICATIONS WITH USAID AND OTHER AGENCIES**

All of the Subcontractor's written and/or oral communications with or to USAID, ministries relative to the proposed Works must be through or with the authorization of Tetra Tech ESP.

#### **D.15 ENGLISH LANGUAGE REQUIREMENT**

All designs, work plans, reports and other deliverables shall be provided in English. The Subcontractor shall, at all times, have at least one English-speaking representative on site when work is in progress.

#### **D.16 TAX WITHHOLDING**

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

##### **D.16.1 Withholding Rate**

The prescribed rate of income tax withholding is two percent (2%) of the gross purchase amount for contractors/vendors who have a valid business license to operate under Government of Afghanistan; and seven percent (7%) of the gross purchase amount for contractors/vendors not registered with Afghanistan Investment Support Agency (AISA) and conduct business without a license or contrary to approved by-law.

##### **D.16.2 Remittance of Tax and Certificate of Withholding**

As the tax withholding entity, Tetra Tech ESP is required to remit the income tax amount withheld directly to the Ministry of Finance designated account by the 10th day of the month following the transaction. Tetra Tech ESP will issue an income tax withholding certificate to the contractor/vendor listing the gross payment, the amount of income tax withheld and the net contract payment along with a copy of the payment form and deposit receipt for transfer made to the designated Ministry of Finance account.

#### **D.17 NATIONAL SECURITY SCREENING (NON-US PARTY VETTING):**

Please note, in an effort to protect National Security Interests and because Tetra Tech ESP is the steward of USAID/US Government funding we are required by USAID/Afghanistan to take appropriate steps to ensure that neither USAID funds, nor USAID funded activities inadvertently or otherwise provide support to terrorist or criminal groups.

In an effort to cooperate fully with USAID requirements, you should complete, *if applicable*, the USAID Partner Information Form and provide a copy of your valid AISA license, and for the key individual identified on the form a copy of his/her Tazkira and/or passport.

#### **D.18 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Please note, per Section 889 of the John S. McCain National Defense Authorization for Fiscal Year 2019 (Pub. L. 115-232), a Subcontractor may not use 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under this awarded contract. Please review Section 889 for further details and requirements.

## **SECTION E – EVALUATION CRITERIA**

It is intended that this project shall be awarded to the Offeror that offers the best overall approach that provides the best value to Tetra Tech. Tetra Tech reserves the right to reject any and all offers. All offers will be evaluated on the basis of the evaluation criteria specified under this section.

### **I. Technical Evaluation Criteria**

#### **Past Experience**

Tetra Tech ESP will evaluate the Offeror's Past Experience in carrying out vehicle demolition projects similar to what is required under the scope of work in Section B of this RFP.

**APPENDIX A**  
**PROPOSAL COVER LETTER**  
*To be included as a cover page in the electronic submission*

Kabul, Afghanistan  
MM-DD-YYYY

TO: Tetra Tech ESP

Dear Sir:

We, the undersigned, offer to undertake the destructions of Two B6 AVs, as per the Scope of Work (SOW) in your Request for Proposal (RFP) No. ESP-RFP-21-197, dated **MM-DD-YYYY** and our Proposal (Technical and Financial). Our attached Proposal is for the sum of **\$0.00** (Amount in words).

Our proposal shall be binding upon us subject to the modifications resulting from subcontract negotiations, up to the expiration of the validity period of the proposal, that is, within sixty (60) days from proposal submission date.

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

Sincerely yours,

---

Authorized Signature and Stamp

Name and Title of Signatory :  
Name of the Firm : :  
Address : :  
Email Address :  
Telephone No :

**APPENDIX B**  
**BID PRICE QUOTATION**  
*To be placed in the Financial Proposal of the electronic submission*

OFFEROR'S NAME: \_\_\_\_\_

Description	Proposed Bid Price

BID PRICE QUOTATION: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature and Stamp

Name and Title of Signatory :  
Name of the Firm : :  
Address : :  
Email Address :  
Telephone No. :

**APPENDIX C**  
**BILL OF QUANTITIES**



**APPENDIX D  
PROPOSED SCHEDULE**

**APPENDIX C (I)**  
**SUMMARY OF RELEVANT DESTRUCTION EXPERIENCE**

Include destruction experience relevant to this RFP, sorted by decreasing order of completion date.

<b>No</b>	<b>Project Title/Description</b>	<b>Location Province/District</b>	<b>Client Name Email &amp; Telephone</b>	<b>Contract Price (US\$)</b>	<b>Start-End Dates</b>	<b>Completed on schedule (Yes/No)</b>	<b>Certificate of Final Completion (Yes/No)</b>	<b>Prime Contractor or Subcontractor?</b>
1								
2								
3								

**APPENDIX C (2)**  
**PROJECT SUMMARY SHEET**

Detailed Description of the **Three Destruction Projects** listed in Appendix C (1).

<b>Project #1</b>	
Project Name	
Description Of Work/Location	
Client	
Reference Name: Email: Telephone:	
Type of Contract (e.g. fixed price, time-and-materials, cost plus fixed fee...etc)	
Quality Assured Contract (Yes/No)	
Contract Awarded Value in USD and Final Cost	
Contract Start – End Date	
Contract Actual Commencing Date	
Contract Actual Completion Date	
Delays – External Factors (Working Days)	
Delays – Internal Factors (Working Days)	
Final Completion Certificate (Please attached)	

Copy of the Offeror's Certificate of Final Completion must be attached. Should copy of the certificate not be available, Offeror must submit at least one of the following:

- Copy of Final Payment verifying retention amount was fully paid.
- Contractor Performance Report
- Copy of award letter if the project is currently being implemented

**APPENDIX C (2)**  
**PROJECT SUMMARY SHEET**

Detailed Description of the **Three Destruction Projects** listed in Appendix C (1).

<b>Project #2</b>	
Project Name	
Description Of Work/Location	
Client	
Reference Name: Email: Telephone:	
Type of Contract (e.g. fixed price, time-and-materials, cost plus fixed fee etc.)	
Quality Assured Contract (Yes/No)	
Contract Awarded Value in USD and Final Cost	
Contract Start – End Date	
Contract Actual Commencing Date	
Contract Actual Completion Date	
Delays – External Factors (Working Days)	
Delays – Internal Factors (Working Days)	
Final Completion Certificate (Please attached)	

Copy of the Offeror's Certificate of Final Completion must be attached. Should copy of the certificate not be available, Offeror must submit at least one of the following:

- Copy of Final Payment verifying retention amount was fully paid.
- Contractor Performance Report
- Copy of award letter if the project is currently being implemented

**APPENDIX C (2)**  
**PROJECT SUMMARY SHEET**

Detailed Description of the **Three Destruction Projects** listed in Appendix C (1).

<b>Project #3</b>	
Project Name	
Description Of Work/Location	
Client	
Reference Name: Email: Telephone:	
Type of Contract (e.g. fixed price, time-and-materials, cost plus fixed fee...etc)	
Quality Assured Contract (Yes/No)	
Contract Awarded Value in USD and Final Cost	
Contract Start – End Date	
Contract Actual Commencing Date	
Contract Actual Completion Date	
Delays – External Factors (Working Days)	
Delays – Internal Factors (Working Days)	
Final Completion Certificate (Please attached)	

Copy of the Offeror's Certificate of Final Completion must be attached. Should copy of the certificate not be available, Offeror must submit at least one of the following:

- Copy of Final Payment verifying retention amount was fully paid.
- Contractor Performance Report
- Copy of award letter if the project is currently being implemented