

Request for Quotations

RFQ-UESP-2022-008

Activity Title: “2 Power Transformers for Sumy DSO”

Issuance Date: March 06, 2023

Deadline for Receipt of Questions: March 13, 2023 at 8:00 PM Kyiv time

Closing Date and Time: March 20, 2023 at 8:00 PM Kyiv time

Issuance of this RFQ does not constitute an award commitment on the Tetra Tech ES, Inc., nor does it commit to pay for any costs incurred in preparation or submission of comments/suggestions of a quote. Quotes are submitted at the risk of the bidders. All preparation and submission costs are at the bidder's expense.

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1. INTRODUCTION

The purpose of this RFQ is to solicit quotations for **2 Power Transformers for Sumy DSO** as described in Attachment A – Technical Specification for the Energy Security Project (ESP). This project is funded by the U.S. Agency for International Development (USAID) and is implemented by Tetra Tech ES, Inc., a U.S. corporation. Based on the quotations received in response to this RFQ, Tetra Tech intends to make award of a subcontract (Purchase Order) under Tetra Tech's prime contract with USAID.

This is an accelerated procurement to provide critical equipment and/or services to Ukrainian utilities and other entities in the country's power systems. The ability of bidders to deliver the required goods, materials, and/or services rapidly is a critical evaluation criterion. Firms that demonstrate an ability to fulfill the order fully, accurately, rapidly, and completely will be considered for contract award.

2. BIDDER'S QUALIFICATIONS

Bidder must provide the following information and references in order to be qualified for the procurement process.

1. Company's information, including official registered name, organization's Unique Entity ID number, if proposed total price is more than USD \$30,000, place of registration, type of registration and number, company officer names, business address, website, and physical address, telephone number, and email address of the firm's contact person;
2. Proof of company registration. For Ukrainian companies, this means a recent extract from State Registry issued at least 3-5 days prior to the proposal due date that confirms the company's active registration.
3. A short description of the company and of past similar experience providing the items described in the Attached A – Technical Specification/Detailed Budget;
4. Certification that company is not owned or controlled in total or in part by any entity of any government;
5. The Bidder shall complete and sign the Representation and Certifications found in Attachment C to this document and include them with the Bidder's quote. Quotes that do not include these certifications may be disqualified from consideration.
6. Bidders listed in the Excluded Parties List System will not be considered. The Excluded Parties List can be found at: <https://sam.gov/content/exclusions>

3. SOURCE AND NATIONALITY RESTRICTIONS

The USAID authorized geographic code for the Energy Security Project is 935. Code 935 consists of any area or country including the cooperating country but excluding prohibited sources, including Russia. Only suppliers from this geographic code will be considered for award. Suppliers from any geographic area outside of Russia and this list of prohibited countries will be considered for award.

References:

- USAID ADS Chapter 310: <https://www.usaid.gov/ads/policy/300/310>
- USAID List of Prohibited Source Countries: <https://www.usaid.gov/ads/policy/300/310mac>

4. SUBMISSION OF QUOTATIONS

All quotations are due on **March 20, 2023** by no later than **8:00 PM** local time in Kyiv, Ukraine. Quotations must be submitted via e-mail to the address UESPprocurement@tetrattech.com in the following formats: Adobe Acrobat, Microsoft Word, and/or Excel.

All quotations must fully respond to the Technical Specifications enclosed in Attachment A and must include quotes in Excel in the format provided in Attachment B. Quotations received after the above-stated due date and time will not be considered for this award.

5. QUESTIONS AND CLARIFICATIONS

All questions or clarifications regarding this RFQ must be submitted in writing in English and submitted to the email address UESPprocurement@tetrattech.com by **March 13, 2023** no later than **8:00 PM** local time in Kyiv, Ukraine. Questions and requests for clarification, and the responses thereto, will be sent to all RFQ recipients.

Only written answers from Tetra Tech are official and carry weight in the RFQ process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Tetra Tech, or any other party, will not be considered official responses regarding this RFQ.

6. QUOTATION PREPARATION INSTRUCTIONS

All Bidders must follow the instructions set forth in order to be qualified for the procurement process. If a Bidder does not follow the instructions set forth, the Bidder’s quotations may be eliminated from further consideration.

All quotations must be submitted in English or Ukrainian and signed by a qualified officer of the Bidder’s firm.

The outline for the quotation is stated below.

a. Organization’s Information

Organization’s information, including official registered name, organization’s Unique Entity ID number, if proposed total price is more than USD \$30,000; place of registration, type of registration and number, company officer names, business address, website, and physical address, telephone number, and email address of the firm’s contact person;

b. Company Past Performance

Bidders should provide a summary of the projects/tasks relevant to the technical specification described in Attachment A including the name/title, client, phone number and email address, date and a brief description. The qualifications section is limited to 5 of the most relevant projects/tasks performed in the last 5 years, presented in the following table format. If the client is confidential, simply list “confidential”. Tetra Tech will contact references for feedback prior to making an award determination.

Project (task) name (title)	Description of the project (task) and services provided	Client name, phone number and email address	Dates of execution

c. Detailed Budget

Bidder shall complete the Excel budget template provided in **Attachment B** to allow Tetra Tech to compare all quotes and make a competitive selection. The budget should be provided in Excel format with unlocked cells and formulae. A price must be provided for each project component to be considered compliant with this request. If labor costs are being proposed, daily rates should be fully burdened (i.e. include fringe benefits, applicable indirect charges, and any fee). The price proposal should include the individual line items shown in the template, e.g., fully-burdened daily rates, travel costs, and other direct costs. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. The price proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Tetra Tech reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an Offeror’s proposed price.

Bidder may provide pricing in any currency. However, to be able to compare pricing for evaluation purposes, if pricing is quoted in other than U.S. Dollars (USD), Tetra Tech will use the Oanda exchange rate in effect on the due date for bid submissions: <https://www.oanda.com/currency-converter/en/>.

Prices quoted in this document shall be valid for a 60-day time period, and include all taxes and other costs excluding VAT tax originated in Ukraine.

d. Representations and Certifications

These documents can be found in **Attachment C** of this RFQ and must be submitted as part of the Quotation.

7. EVALUATION CRITERIA

The award will be made to a responsible bidder whose quotation follows the RFQ instructions, meets the eligibility requirements, meets or exceeds the minimum required technical specifications, and represents best value in consideration of the evaluation factors outlined below. Prices must be reasonable and will be considered in the evaluation. Bidders are encouraged to provide a discount to their standard commercial rates.

Tetra Tech reserves the right to conduct discussions with selected bidder(s) in order to identify the best value offer. Award of any resulting Subcontract Agreement shall be made by Tetra Tech on a best value basis. Tetra Tech reserves the right to request a test assessment from bidders to assess their qualifications. Tetra Tech will also contact references for feedback prior to making an award determination.

If any requirements in this RFQ are not met, Tetra Tech reserves the right to disqualify the submission from further consideration.

Bids will be scored on a 100-point scale. Available points for each evaluation factor are given below:

Evaluation Criteria	Points
I. Price, \$	60
II. Delivery time, days	40
TOTAL	100

PRICE EVALUATION

The lowest qualified bid will receive the maximum score as indicated in the above table.

The other bids will be scored inversely proportional to their price and computed as follows:

$$S_f = \text{Maximum possible score} * F_m/F$$

where

S_f = financial Score of the bid evaluated

F_m = price of the lowest priced bid among those qualified

F = price of the bid under consideration

Prices must be fair and reasonable. Bidders are encouraged to provide a discount to their standard commercial rates.

DELIVERY TIME EVALUATION

The Bidder with the shortest delivery time (days) offered for final delivery will receive the maximum score as indicated in the above table.

The other bids will be scored inversely proportional to their offered delivery time and computed as follows:

$$D_f = \text{Maximum possible score} * D_m/D$$

where

D_f = delivery Score of the bid evaluated

D_m = shortest delivery time among those qualified

D = Delivery time of the bid under consideration

In the even that a Bidder has proposed different delivery times by item, Tetra Tech will use a weighted average delivery time for the calculations above. This weighted delivery time will be based on the proposed cost of each item. For example:

Item A: \$500,000, Delivery time: 10 days

Item B: \$20,000, Delivery time: 60 days

$$\text{Weighted average} = ((\$500,000 * 10 \text{ days}) + (\$20,000 * 60 \text{ days})) / (\$500,000 + \$20,000) = 11.92 \text{ days.}$$

Tetra Tech reserves the right to conduct discussions with selected bidder(s) in order to identify the best value offer. Award of any resulting Purchase Order on a fixed-price basis shall be made by Tetra

Tetra Tech on a best value basis. Tetra Tech reserves the right to request a test assessment from bidders to assess their qualifications.

8. TERMS OF PAYMENT

Payment terms for the awarded Purchase Order on a fixed-price basis shall be net fifteen (15) days after delivery and acceptance of the items. Payment shall be made by Tetra Tech ES, Inc. via bank wire transfer in the currency used in the bidder’s quote.

9. DELIVERY TERMS

Exact addresses to be determined in the Purchase Order

No	Equipment	Specification	Unit	Quantity for procurement	Place of delivery on the DAP terms
1	Power transformer	TDTN 10 MVA, 110/35/10 kV	pcs	1	Seredyna-Buda, Sumy oblast, Ukraine
2	Power transformer	TDTN 25 MVA, 110/35/10 kV	pcs	1	Lebedyn, Sumy oblast, Ukraine

10. UEI NUMBER

If the proposed price is above \$30,000, the successful bidder will be required to furnish a Unique Entity Identifier (UEI) within 24-48 hours of notice of award. Information regarding obtaining a UEI number may be found here: <https://sam.gov/content/entity-registration>

11. NEGOTIATIONS

Best offer quotations are requested. It is anticipated that a Purchase Order will be awarded solely based on the original offers received. However, Tetra Tech reserves the right to conduct discussions, negotiations and request clarifications prior to making an award. Furthermore, Tetra Tech reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the evaluation committee, may be asked to submit their best prices during a competitive range.

12. MULTIPLE AWARD/NO AWARD

Tetra Tech ES, Inc. reserves the right to issue multiple awards. Tetra Tech ES, Inc. also reserves the right to issue no awards.

13. TETRA TECH SUBCONTRACT (PURCHASE ORDER) TEMPLATE

The subcontract (Purchase Order) that will be issued to the successful bidder is included in Attachment D. Unless otherwise specified by the bidder, its submission of a bid indicates the bidder’s acceptance of all terms and conditions of the subcontract. Please note that any proposed material deviations from the terms and conditions of contract may result in disqualification of the quotation.

ATTACHMENT A – TECHNICAL SPECIFICATION

The equipment/goods/materials provided by the Supplier shall meet all requirements and standards of Ukrainian legislation and be supported by the relevant document(s) (namely a declaration, certificate, or any other document confirming the fulfillment of the specified requirements relating to the equipment/goods/materials).

ATTACHMENT B – DETAILED BUDGET

Please refer to the Excel template entitled “Attachment B_Detailed Budget”.

Tetra Tech will score quotes based on total price, but reserves the right to make partial and/or multiple awards for individual line items.

Prices quoted in this document shall be valid for a 60-day time period, and include all taxes and other costs excluding VAT tax originated in Ukraine.

Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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 a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

By signing below, the Offeror certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature _____ Date _____
: _____ : _____

Name of and title of authorized signature: _____

7. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (FAR 52.209-5)

The Subcontractor certify, to the best of their knowledge and belief, that:

- (i) The Subcontractor and/or any of its Principals:
 - (A) are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any U.S. Federal Government agency
 - (B) have have not within the three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (C) are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) (A) The Subcontractor, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B) & (C) of this provision, has has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws:
 - (1) been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
 - (2) had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (3) had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of the law.
- (B) if the Subcontractor has responded affirmatively, the Subcontractor shall provide additional information if requested by the Contracting Officer; and
- (iii) The Subcontractor has has not , within a three-year period preceding this certification, had one or more contracts terminated for default by any U.S. Federal Government agency.
- (a)(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Subcontractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Subcontractor's responsibility. Failure of the Subcontractor to furnish a certification or provide such additional information as requested by the Contracting Officer, or Tt, may render the Subcontractor non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may require Tt to terminate the contract resulting from this solicitation for default.

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete

Signature: _____

Date: _____

Name of and title of
authorized signature:

Subcontractor:

8. 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

As prescribed in 3.808(a), insert the following provision:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(SEPT 2007)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete

Signature:

Date:

Name of and title of
authorized signature:

Subcontractor:

9. 52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2008)

Subcontractor, in accordance with FAR 52.203-13 and 3.1003, Contractor Code of Business Ethics and Conduct certifies that it:

- has established and made available a written code of business ethics and conduct;
- maintains an internal control system that detects and prevents improper conduct;
- timely discloses to the Office of the Inspector General and the Contracting Officer credible evidence of a significant contract overpayment, of a violation of criminal law involving fraud, conflict of interest, bribery, and gratuities, or a violation of the False Claims Act;
- fully cooperates with any U.S. Government agencies responsible for audits, investigations, and corrective actions.

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: _____ Date: _____
Name of and title of authorized signature: _____
Subcontractor: _____

10. Foreign Person, Company, or Entity

a. Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

- Does not comply with the Secondary Arab Boycott of Israel; and
- Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

By signing below, the Subcontractor certifies that the representations and certifications made, and information provided herein, are accurate, current and complete.

Signature: _____ Date: _____

Name of and title of authorized signature: _____

Subcontractor: _____

11. 52.227-15 Representation of Limited Rights Data and Restricted Computer Software.

As prescribed in [27.409\(c\)](#), insert the following provision:

Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

1. (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

2. (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]-
 - None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

 - Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

3. (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

ATTACHMENT D – TETRA TECH SUBCONTRACT (PURCHASE ORDER) TEMPLATE

Tetra Tech ES, Inc.
 1320 North Courthouse Road, Suite 600
 Arlington, VA 22201
 USA
 Tel: 703-387-2111

PURCHASE ORDER COVER PAGE

ORDER # 154-UCEM-1810-XXXXXX	FIRM-FIXED-PRICE: USD \$XXX	DATE: Date of signing	
PERIOD OF PERFORMANCE: XX calendar days from the date of signing			
SUPPLIER NAME: XXX			
ADDRESS: XXX			
DESCRIPTION OF SERVICES			
This Purchase Order (“Agreement”) between Tetra Tech ES, Inc. (“Tt”) and Supplier is for ordering the goods and/or services described in Attachment A for the prices specified below in accordance with the Purchase Order General Conditions.			
SCHEDULE OF SERVICES	UNIT PRICE	QTY	PRICE
See Attachment A			\$XXX
AGREEMENT OF THE PARTIES			
Supplier agrees to deliver the goods and/or services for the fixed unit prices in the Schedule of Delivery in accordance with this Agreement. It is understood by the Parties that the prices listed cover all expenses related to the provision of the goods and/or services, including but not limited to, equipment, supplies, travel, and all other costs of doing business such as taxes and communications.			
Tetra Tech ES, Inc.			

Name/Title and Date:			
Supplier			

Name/Title and Date:			

TERMS AND CONDITIONS

- 1. Independent Relationship.** Nothing in this Agreement shall be construed as creating anything other than an independent supplier relationship between Tetra Tech and Supplier. Supplier represents that it is in the business of providing goods and/or services of the type specified in the Description and Schedule of Delivery, and has, or has the means of obtaining, all of the necessary training, equipment and supplies to deliver the goods and/or services.
- 2. Performance.** Supplier agrees to deliver the goods and/or services promptly and efficiently with all due care and skill and to customary professional standards. Supplier agrees to re-deliver any goods and/or services without charge that are deemed noncompliant with this standard by Tetra Tech..
- 3. Assignment.** Supplier agrees not to subcontract the goods and/or services or any benefits arising from this Agreement without the prior written consent of Tetra Tech.
- 4. Substitutions.** Supplier agrees not to substitute goods and/or services or charge for extra goods and/or services without the prior written consent of Tetra Tech.
- 5. Compensation and Payment.** Payment of the fixed unit prices in the Schedule of Delivery shall constitute full and complete payment for all goods and/or services to be delivered under this Agreement. Tetra Tech shall make payment to Supplier in 15 calendar days after Supplier submits an invoice for accepted goods and/or services, as well as a completed and fully executed version of the Acceptance Certificate included in Exhibit 4.

The vendor shall submit their invoice to Tetra Tech upon completion/delivery of all services and goods ordered to: PAGS-AP@tetrattech.com, Ashley.Hunziker@tetrattech.com, Lainey.Malone@tetrattech.com, and Kara.Wayman@tetrattech.com.

To constitute a proper invoice, each invoice must provide the following information:

All Invoices so submitted shall include:

- Vendor's name and address;
- Date and period covered by the invoice;
- The Purchase Order number assigned by Tetra Tech to this Agreement as well as the Project Code assigned on the Purchase Order cover page;
- Product or service delivered and fixed price per product or service, per Attachment B; and

Any invoice or request not submitted to this address or in a manner other than that described herein shall constitute an improper invoice and shall not be reimbursed.

Each invoice must include a signed certification statement similar to that set forth below

"I certify that the amount invoiced represents charges that, to the best of my knowledge and belief, are both allowable and allocable; and have been properly incurred in the performance of the work/delivery of supplies specified, during the period specified herein."

Invoices shall be submitted in **United States Dollars**. Tetra Tech shall make final payment only upon acceptance of all goods and/or services supplied in a complete and satisfactory manner by the Subcontractor.

- 6. Title.** Tetra Tech retains the right to transfer title at any time to any organization or entity in the Cooperating Country. At the time that any items supplied under this Agreement are transferred to any entity within the Cooperating Country, all rights to warranty support and service provided to Tetra Tech under this Agreement shall be transferred with the items to the new end-user. The Supplier shall continue to honor all warranty support and services for the duration of the warranty period.

7. Warranty. The Supplier warrants that the items delivered hereunder are merchantable and free of defects. All equipment supplied under this order must be covered by the manufacturer's standard international warranty which shall, at a minimum, protect Tetra Tech from any loss due to defective workmanship, material, and parts after the equipment is delivered to and accepted by Tetra Tech. The warranties for each item are specified in the table below. In the event that any warranty is breached, Tetra Tech may require, and the Supplier is bound, to remedy all defects and faults, including both workmanship and materials within a reasonable time of notification. The Supplier shall be responsible for all necessary domestic transportation charges required to ship the defective commodities to the Supplier and replacement commodities to Tetra Tech. In the event of the Supplier's refusal, failure, or inability to remedy such discrepancies within a reasonable time of notification, Tetra Tech may remedy such defects on its own and claim the reasonable cost of such remedial action from the Supplier.

[Insert Table With Warranty by Item]

8. Compliance with Laws. In the performance of obligations under this Agreement, Supplier shall comply strictly with all applicable laws, regulations and orders of the jurisdiction in which goods are provided and/or the services are performed. Supplier represents and warrants that it has not made or offered to make, and will not make or offer to make, any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business.

9. Inspections and Acceptance. The Supplier shall tender for acceptance only those items that conform to the requirements of this subcontract. Tetra Tech reserves the right to inspect or test any supplies that have been tendered for acceptance.

10. Excusable delays. The Supplier shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Supplier and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Supplier shall notify Tetra Tech in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Tetra Tech of the cessation of such occurrence.

11. Termination.

(a) Without Cause. Tetra Tech may terminate for its convenience all or any part of this order at any time by written notice to Supplier for failure to make delivery.

(b) With Cause. If Supplier fails to make delivery of the Goods and/or provide services in accordance with the delivery dates specified in this order, or fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and does not cure such failure within (10) days after notice from the Tetra Tech, Tetra Tech may (in addition to any other right or remedy provided by this order or by law) terminate all or any part of this order by written notice to Supplier without liability and purchase substitute goods and/or services elsewhere, and Supplier shall be liable to Tetra Tech for any excess cost occasioned Tetra Tech thereby.

12. Time is of the Essence. Time is of the essence in the delivery of goods and performance of services under this Agreement.

13. Tax Liability. As an independent private contractor, the Supplier is responsible for all local, state, federal or other taxes or levies that may be due on the Supplier's fees paid under this Agreement, including social security and payroll taxes. Additionally, the Supplier shall be responsible for the payment of any and all taxes imposed by the country in which production and supply are being performed, including municipal, local, and national that may be assessed by the Host Country against the Supplier for monies received by the Supplier from Tetra Tech in the performance of this Agreement.

14. Limitation of Liability. Neither party will be liable to the other for any indirect or consequential damages even if the party has been advised as to the possibility of such damages, and regardless of whether the

claim for such damages is asserted under a theory of breach of contract, tort or any other theory of liability, and any claim to such damages is expressly waived. For purposes of this section, any damages payable to third parties for an indemnification obligation shall be construed as direct damages. Except for indemnification obligations and personal injury claims, the liability of either party to the other under this agreement shall not exceed an amount equal to the value of any and all payments made to supplier under this agreement.

15. **Entire Agreement.** The Agreement cover page and these Terms and Conditions constitute the entire agreement made between the Parties. Any variation or addition to this Agreement will only be effective if agreed in writing by an authorized officer of the company.
16. **Dispute Resolution.** If any dispute or difference arises in connection with this Agreement, the Parties agree to negotiate promptly and in good faith to reach a resolution. Any claim under this Agreement shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Virginia or the US District Court for the Eastern District of Virginia.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

18. Clauses Incorporated By Reference:

This Agreement incorporates the following Federal Acquisition Regulation (48 CFR Chapter 1) and the U.S. Agency for International Development Acquisition Regulation (48 CFR, Chapter 7) clauses, either given in full text or by reference. Those clauses incorporated by reference shall have the same force and effect as if they were given in full text. Upon request, Tetra Tech will make their full text available.

Whenever necessary to make the context of the FAR and AIDAR clauses applicable in this Agreement, the term "Supplier" shall mean "the Supplier", the term "Contract" shall mean this Agreement, and the terms "Government", "Contracting Office" and equivalent phrases shall mean Tetra Tech except that the term "Government" and "Contracting Office" do not change: (1) in the phrases "Government Property", "Government Furnished Property", and "Government Owned Property"; (2) in any patent clauses incorporated herein; (3) when a right, act, authorization or obligation can be granted or performed only by the Government's duly authorized representative; (4) when title to property is to be transferred directly to the Government; (5) when access to proprietary financial information or other data is required except for authorized audit firms; (6) when a "sovereign right" is involved; and (7) where specifically modified herein. In addition, such other inherent or statutory obligations of Prime Supplier in a contract with an agency of the United States Government shall apply to the Supplier as obligations to either Tetra Tech or the Government, as applicable.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <http://acquisition.gov/far/index.html>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

[52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

[52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

[52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

[52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).

[52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C.4212\(a\)](#));

[52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020)([29 U.S.C.793](#)).

[52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C.4212](#)).

[52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)

[52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

52.222-50, Alternate I (MAR 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O. 13627).

[52.222-55](#), Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022)

[52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706)

[52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)

[52.242-15](#), Stop-Work Order (AUG 1989)

Attachment A

STATEMENT OF WORK/DETAILED BUDGET

Line Item	Description	Specification	Warranty Period	Qty	Unit Price, USD	Extended Price, USD
1						XXX
2						XXX
3						XXX
GRAND TOTAL, USD excluding VAT:						XXX

Delivery Terms (from date the order is placed until the day the order is delivered): XX days

Place of Delivery: City, address

Location of Service Center(s) for After-Sales Service, Including Warranty Repair: XX

The subcontractor’s final and complete quote submitted in response to RFQ No. XXXXX is hereby incorporated by reference.