Request for Proposals

RFP-PTF-2021-001

Activity Title: “Provision of Technical Services – Hydropower Pre-feasibility Study (local contractor – Tajikistan)”

Issuance Date: February 23, 2021

Deadline for Receipt of Questions: March 03, 2021 at 06:00 PM Nur-Sultan time

Proposal Closing Date and Time: March 14, 2021 at 06:00 PM Nur-Sultan time

Issuance of this RFP 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 proposal. Proposals 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 RFP is hiring local Engineering Services Company (Contractor) in Tajikistan to conduct a pre-feasibility study for a hydropower station at Charsem in the Gorno-Badakhshan region of Tajikistan, in accordance with the Technical Specifications (TS) outlined in the Attachment A – under the Central Asia Power the Future Activity (PtF) funded by USAID and implemented by Tetra Tech ES, Inc.

Tetra Tech ES, Inc. (Tetra Tech) is the prime contractor under the USAID-funded Power the Future (PtF) Activity, Contract No. AID-176-I-1700001/AID176-TO-17-00002. USAID’s PtF enhances regional cooperation on shared energy resources, working across the five countries of Central Asia to accelerate the region’s transition to clean energy. PtF works in each country of Central Asia, following international best practices, to create effective enabling environments for private sector investments in renewable energy (RE) that accounts for the low wholesale and retail electricity prices that are common throughout the region. PtF will also support the development of policy and regulatory conditions to promote investments in RE and energy efficiency (EE).

2. BACKGROUND

Energy is critical for economic growth in Central Asia. The provision and increased supply of clean RE, as well as improved EE, can solve issues related to national and regional energy security, stability, and growing emissions. Additionally, clean energy can provide needed generation capacity from domestic resources and improve opportunities for cross-border trade. Yet, each country in Central Asia is driven by different domestic priorities and challenges in the national power sectors.

Tajikistan has substantial hydro-electric potential with an estimated total of 527 billion kilowatt-hours (kWh) per year. Government established a national priority to increase the level of hydro-electric generation that is intended for export. Currently, Tajikistan is working to complete the upgrade of the Nurek Hydropower Plant (HPP) (3,000 MW) and construct the Rogun HPP (3,600 MW). Both are located on the Vakhsh river.

The Ministry of Energy and Water Resources of Tajikistan requested that PtF support a pre-feasibility study to determine if any of the Ministry’s portfolio of potential hydro-electric projects is sufficiently attractive to justify a complete feasibility study. The study will be used by the Ministry to attract potential investors and partners through a financial loan from either international financial institutions or private commercial investors, or a combination of both.

From a set of identified projects, the Ministry has selected the Charsem Project, estimated at 14 MW. The project is in the Badakhshan Region. From preliminary information, the project is located on the Gunt River, about 75 kilometers by road, which parallels the river, upstream of the city of Khorog. Khorog sits at the confluence of the Gunt and Panj Rivers. The Pamir 1 HPP, which has been rehabilitated and expanded is located near Khorog. Other work down on the Gunt River includes an outlet control at the upstream Lake Yashikul. The identified Charsem site is located on the Gunt River near the villages of Charsem and Okmamad. The generating project would benefit from the upstream releases from Lake Yashikul during winter months. The area is accessible by road in the river valley between steep sloped, high mountains.
Attachment D shows the location, coordinates and schematic of the identified Charsem HPP site. The site would develop approximately 45 meters of head pressure over about 1 to 1.2 kilometers of the river reach. The diversion and intake would be located at the head of a river narrowing, downstream of a wide, ribbed section of the Gunt River. The diversion is an obvious location but must be evaluated for safety, constructability, and for other options. The water conveyance would probably be partially buried penstock. The area from diversion to proposed powerhouse location downstream is through an area that appears to be loose slide materials from a prior landslides.

On a preliminary basis, the project would consist of the following parameters:

- **Gross head**: 42-47 m
- **Length of penstock**: 1000-1200 m
- **Diameter of pipe**: twin penstocks 2.5-3 m
- **Discharge**: 36-40 m³/sec
- **Capacity**: approximately 14 MW
- **Annual output**: 100-130,000 MWh

Key issues to be addressed in the Pre-feasibility Study:
- Sizing the project capacity – base load – near the low flow during a year or somewhat larger for additional energy in the high flow seasons;
- Impact of prior landslides and potential for future landslides on location of facilities and foundation of facilities;
- Type and height of diversion weir and construction issues of foundations and diversion during construction;
- Penstock route and securing penstock through rock-slide material;
- Location of powerhouse and protection from floods and slides;
- Avoidance of social and environmental impacts;
- Issues and plan for next stage of development.

### 3. REQUIRED QUALIFICATION FOR BIDDERS

The bidder should be registered and legally able to conduct business and provide technical services in Tajikistan. The bidder should have experience in collecting and evaluating topographical, geological and hydrological data in remote regions of Tajikistan and providing the collected output in usable form. The bidder should have the following capabilities and personnel:

1. **Project Manager** – Minimum five years of experience in hydropower planning and engineering
2. **Geologist** – Five years’ experience and local knowledge of the Gorno-Badakhshan region.
3. **Hydrologist** – Five years’ experience in the study and evaluation of the hydrology of the mountains of Tajikistan, including knowledge of glacial patterns and runoff.
4. **Environmental and Social Specialist** – Five years of experience in environmental and social evaluation of proposed projects, including local knowledge of the Gorno-Badakhshan Region.
5. **Auto-CAD Specialist** – Three years’ experience producing civil/mechanical drawings on Auto-CAD or a similar program.
6. **Language**: Fluency in Tajik, Russian and technical English is required for the Project Manager. All the project personnel are required to be fluent in Tajik language.
Terms and Conditions: All offerors should review Attachment G “Draft Consulting Agreement Terms and Conditions” and provide any questions and/or comments. A translated template can be requested.

4. SUBMISSION OF PROPOSALS

All proposals are due on March 14, 2020 no later than 06:00 PM Nur-Sultan local time. Proposals must be submitted via e-mail at the address ptfcarembids@tetratech.com in the following formats: Adobe Acrobat and Microsoft Word and/or Excel. Proposals must be submitted in English and should be limited to 10 pages, excluding resumes and biodata forms.

Proposals received after the above-stated due date and time will not be considered for this service.

5. QUESTIONS AND CLARIFICATIONS

All questions or clarifications regarding this RFP must be in writing and submitted in English to ptfcarembids@tetratech.com no later than March 03, 2021 at 06:00 PM Nur-Sultan time.

Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients.

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

6. PROPOSALS PREPARATION INSTRUCTIONS

All Bidders must follow the instructions set forth herein in order to be qualified for the evaluation process. If a Bidder does not follow the instructions set forth herein, the Bidder’s proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full credit under the applicable evaluation criteria.

Separate Technical and Cost Proposals must be submitted. All proposals should be submitted in English.

Technical Proposal

The interested parties should submit a proposal highlighting technical and professional expertise as well as experience in the hydropower sector. The proposal must at minimum include the following:

- **Company Profile** - Provide information on core business and years in business as it relates to the technical services required under this RFP. The five capabilities listed in Section 3 should be demonstrated. Knowledge of local sources and ability to gather key technical data should be addressed and demonstrated.

A. **Organization’s Information**

1. Organization’s information, including official registered title, type of business, list of offices if applicable, address, telephone, fax and website.
2. Organization’s DUNS number if proposed price is more than USD $30,000
3. Authorized point of Contact with phone number(s) and email address
B. Company Past Performance

Bidders should provide a summary of relevant works or assignments including the Type, Client, Date and a brief description. The qualifications section is limited to 5 of the most relevant assignments performed in the last 5 years, presented in the following table format. If the client is confidential, simply list “confidential”.

<table>
<thead>
<tr>
<th>Type of work or title of assignment</th>
<th>Description of services and/or goods provided</th>
<th>Client name</th>
<th>Completion date</th>
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- **Capability** – Demonstrate extensive expertise in hydropower engineering and/or local heavy civil works. For each five team members listed in Section 3, the bidder shall submit resumes together with biodata forms that can be downloaded from [https://www.usaid.gov/forms/aid-1420-17](https://www.usaid.gov/forms/aid-1420-17).

**Financial Proposal**

**A. Detailed Budget**

Bidder shall complete the Table 1 of the Attachment B “Detailed Budget” in order to allow Tetra Tech ES, Inc. to compare all proposals and make a competitive selection. The budget should be provided in Excel format with unlocked cells.

Bidder shall include **Cost of Labor, Other Direct Costs (including travel, per diem and etc.) and Any Other Costs** that the bidder envisages required to conduct the work. Bidder can use their own table format, but the financial proposal must include the individual rows specified in the template in Attachment B.

Tetra Tech ES, Inc. reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of the Bidder’s proposals.

**Bidder shall provide proposal in USD.** Prices quoted in this document shall be valid for a 30-day time period.

**B. Representations and Certifications**

These documents can be found in Attachments C of this RFP and must be submitted as part of the Proposal.

**7. EVALUATION CRITERIA**

The proposals will be evaluated and assigned a weighted score as follows:
Capability – 70
- Experience in hydropower planning – 20
- Demonstrated ability to work with local sources to secure basic data – 20
- Knowledge of hydrology in Tajikistan – 10
- Approach and methodology to be used to develop the pre-feasibility study – 10
- Experience in environmental and social project evaluation – 10

Cost - 30

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

<table>
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<tr>
<th>#</th>
<th>Evaluation factor or criteria</th>
<th>Maximum points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Capability</td>
<td>70</td>
</tr>
<tr>
<td>2</td>
<td>Cost</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

8. TERMS OF PAYMENT

Payment terms for the awarded Subcontract Agreement shall be net forty-five (45) days after satisfactory completion and acceptance and of services and deliverables. Payment shall be made by Tetra Tech ES, Inc. via bank wire transfer. No advance payments will be provided.

9. DUNS NUMBER AND SAM.GOV REGISTRATION

If the proposed fixed price is above $30,000, the successful bidder will be required to furnish a DUNS number and proof of SAM.gov registration within 24-48 hours of notice of award. Information regarding obtaining a DUNS number may be found here: https://fedgov.dnb.com/webform

10. NEGOTIATIONS

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, Tetra Tech ES, Inc. reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a contract. Furthermore, Tetra Tech ES, Inc. reserves the right to conduct a competitive range and to limit the number of Bidders in the competitive range to permit an efficient evaluation environment among the most highly rated proposals. Highest-rated Bidders, as determined by the evaluation committee, may be asked to submit their best prices or technical responses during a competitive range.

11. 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.
**ATTACHMENT A – TECHNICAL SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Scope of work and/or services:</th>
<th>Hydropower Pre-feasibility Study (local contractor – Tajikistan)</th>
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<tbody>
<tr>
<td>Place of performance:</td>
<td>Tajikistan</td>
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</table>

**Approach and Methodology**

The goals of the pre-feasibility study are to provide a high-quality evaluation and report on the Charsem Project to determine whether: a. further development is justified; and b. international donors and/or investors can be attracted to the site. The objectives of the study are the following:

- Determine the best conceptual plan for hydropower at the subject site;
- Evaluate the costs, output, and potential major environmental impacts;
- Evaluate risks during construction and operations;
- Identify preliminary major potential environmental and social impacts and issues for further study;
- Provide a full report on the project including next steps for implementation.

The pre-feasibility study will be conducted by the selected contractor with support from two International Consultants (ICs), provided by Tetra Tech, who will assist in conceptual planning and review of deliverables. Thus, the contractor:

- Should detail the approach and methodology to be used to develop the pre-feasibility study and coordinate with the ICs;
- Must interface regularly with ICs, providing data, assessments, plans and evaluations throughout the entire study;
- Should report weekly on work progress either via written communication and/or internet meetings (to be determined at the award stage);
- Will identify areas where the ICs can provide the most assistance aside from oversight and review.

Support from ICs can include

**SCOPE OF WORK**

The contractor will conduct a pre-feasibility study and develop a report with review and input provided by two ICs, provided by Tetra Tech.

**Task 1: DATA COLLECTION AND EVALUATION**

Duration: One Month

- Collect data of the location and previous identification studies of the Charsem Project;
- Collect information from published and other readily available sources on the electrical system and demand in the project vicinity;
- Establish topography from existing sources including published and available satellite sources from the internet to produce river profiles and spot elevations. Development of topography to establish the most attractive options for locating hydropower generation facilities;
• Land usage, including any protected areas, which may be affected
• Evaluate the geology in the valley from existing sources, including maps, publications, and characteristics by geologists knowledgeable of the mountains in the project vicinity;
• Collection of pertinent hydrology data including historical river measurement, studies by others for the downstream Pamir One project and the control structure for the constructed outlet at Lake Yashikul;
• Establish a runoff pattern and hydrology suitable for estimating the river flows and project energy. The goal will be to develop a monthly flow profile and annual flow duration curve;
• Estimation of flooding projections from other flood studies in the region.
• Collection of information on power demands including the region and country as well as the transmission grid in the vicinity of the project location;
• Collection of literature on the long term impacts of climate change on hydrology, particularly diminishing of glacial waters and variability of melt. The time horizon should be 40 years, including as much as 10 years of development and 30 years of operations.
• Collection of the literature on local flora and fauna, particularly fish in the specific river region of the potential project;
• Based on the available data develop environmental and social evaluation of the potential project location and the surrounding region that could be impacted by the project. The contractor will be required to fill out and submit to Tetra Tech the enclosed Environmental Review Checklist and Environmental Mitigation and Monitoring Plan (Attachment E), as well as report on findings in regard to social and environmental assessment requirements per Tajikistan legislation for this type of activities. Tetra Tech will submit this documentation to USAID for approval.
• Environmental review for this type of hydro plant must utilize other sources which provide specific potential areas of impact including those from International Finance Corporation (World Bank) and the International Hydropower Association Sustainability Guidelines as well as other ESIA completed for similar projects such as Sebzor HPP on a nearby river.

Task 2 – PREPARATION AND SITE VISIT

Duration: 2 weeks

After review of the data collected during Task 1, a site visit will be planned in coordination with ICs to assess the project area, including geology and river morphology, potential for foundation and natural hazards (flooding/rockslide) that must be avoided. Topography should be checked with GPS and other methods to confirm head and profiles of likely waterway routes. Local interviews conducted regarding current uses of the river, sensitive areas of the project region, available demographics of local populations and information on the flora and fauna of the valley.

Task 3 – HYDROLOGY

Duration: Two Weeks

Due to the study and development of the operating Pamir One HPP and the control outlet of Lake Yashikul, prior studies and recorded information is available. The hydrology data must be adjusted to the site in sufficient detail to perform daily flow duration curve analysis for run-of-river generation or an equally detailed method. The contractor will consult with the ICs on final methodology and output for the hydrology study before implementation of the subsequent site and sizing studies. The study shall address the possible impacts of climate change on the hydrology, from existing literature regarding glacial melt and change in rainfall patterns.
Flood estimates and elevations in the project river reach will be made for use in planning the facilities and evaluating any impact of the proposed facilities on flooding downstream.

**Task 4 – PLAN FORMULATION**

Duration: Six Weeks

Utilizing the information from Tasks 1-4, the contractor will propose alternatives and develop a selected plan for the best alternative for building an HPP at the site. The alternatives to be considered are:

- Alternative diversion weir heights and configuration, including possible pondage or no storage;
- Diversion of river during construction;
- Flushing measures at the weir for the heavy river bed load and flood passage;
- Sediment removal chambers after the project intake;
- Potential accommodations for fish;
- Waterway alternatives and layouts, penstock is the most likely selection but a channel/headpond can be considered if the site allows;
- Alternative design flows and capacity including selected plan output, based on power value input from Pamir Energy;
- Selection of powerhouse location;
- Figures with location of alternatives and conceptual drawings of selected plan; a total of five drawings of the actual plan are anticipated with a plan on two and two or three sections/elevation views on the others;
- Interconnection options, distances and voltages.

**Task 5 – COSTS, SCHEDULE, RISK ASSESSMENT, ENVIRONMENTAL REVIEW AND IMPLEMENTATION**

Duration: Four weeks to partly overlap with Task 5.

- With assistance from the ICs, the contractor will develop a line-item cost estimate for the selected plan. The estimate will consider local costs for local items and international costs for imported items, such as the turbine/generator, large gates, switches, and transformers.

- A schedule of construction will be developed, considering limits on logistics, access and construction seasons. The construction schedule will be defined by construction tasks and months;

- A short- and long-term implementation plan will be developed. A narrative of work will be written that include items recommended to be accomplished before a project commitment. The narrative should include a cost estimate for those items;

- A risk assessment of potential risks during construction and operations. An example during construction is the possibility of geotechnical, flooding and/or other events that would shut down work;

- Environmental evaluation of the project will be conducted which will include the use of the USAID Environmental Review Checklist (ERC) and Environmental Mitigation and Monitoring Plan (EMMP) and other references specific to diversion type small hydropower projects from USAID and IFC. Tetra Tech will submit the ERC and EMMP to USAID for approval Final prefeasibility
study will only be approved once the USAID’s approval of the environmental documentation is granted.

Task 6 REPORTING

Duration: As per the Deliverables Schedule

The contractor will regularly communicate and coordinate with the Tetra Tech ICs and submit brief weekly reports as stated in the Deliverables and Payment Schedule. The contractor will prepare a complete report for the pre-feasibility study, the annotated draft Table of Contents is presented in the Attachment F to this RFP. The report will include sections for each area studied and detailed above. Appropriate and relevant data will be included in an appendix. A draft report will be provided to the ICs and comments returned within three weeks. The contractor will accommodate the comments and discuss with the ICs as needed.

Expected Results and Deliverables:

The contractor will play a key local role in identifying, collecting, and developing information for use by the ICs. The contractor will be a key team member with knowledge of local conditions, customs, practices, and agencies that are sources of information. The contractor will provide support during the formulation, evaluation, and reporting tasks by producing drawings, providing information and local data as needed.

Deliverables and Payment Schedule:

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable</th>
<th>Deadline</th>
<th>Payment % (subject to the approval of deliverables)</th>
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<tr>
<td>1</td>
<td>Data Collection Report that will include electronic versions of:</td>
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<td>1. Geological maps, characterizations and data from local sources.</td>
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<td></td>
<td>3. Topographical maps and sets, including river profiles, and sections as possible and available.</td>
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<td>4. Tables of cost estimate data for local costs.</td>
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<td>5. ERC and EMMP, as well as a report on findings regarding social and environmental assessments, as required per Tajik legislation for these activities</td>
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<td>6. Other data as defined in task 1</td>
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<td>One month after signing of the contract</td>
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<td>10%</td>
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<tr>
<td>2</td>
<td>Site visit report, identified options, schematics, and feasibility level drawings of the selected plan;</td>
<td>Two months after signing of contract</td>
<td>10%</td>
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<tr>
<td>3</td>
<td>Hydrology report and description of selected plan;</td>
<td>Three months after signing of contract</td>
<td>10%</td>
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<tr>
<td>4</td>
<td>Draft pre-feasibility report with ERC and EMMP</td>
<td>Four months after signing the contract</td>
<td>25%</td>
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<tr>
<td></td>
<td>Final pre-feasibility report with ERC and EMMP</td>
<td>Five months after signing the contract</td>
<td>45%</td>
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Interested companies are invited to submit a proposal with total cost of the service to conduct the required work. The financial proposal must be submitted in Excel format detailing at a minimum, the following:

- Cost of Labor;
- Other Direct Costs (including travel, per diem, etc.);
- Any other costs that the bidder envisages required to conduct the work

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<th>#</th>
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<th>Daily rate</th>
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<td>Total Labor $</td>
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**Other Direct Costs (ODC)**

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<td>2</td>
<td>Etc.</td>
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<td>$</td>
<td>Quantity</td>
<td>Day or week or month</td>
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<td>Total ODCs</td>
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<td>Total Estimated price</td>
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ATTACHMENT C – REPRESENTATIONS AND CERTIFICATIONS

Bidder Representations and Certifications

1. **Organizational Conflict of Interest Representation**

The Bidder represents, to the best of its knowledge and belief, that this award:

- does [ ] or does not [ ] involve an organizational conflict of interest.

*Please see FAR 52.209-8 for further explanation.*

2. **Data Universal Numbering System (DUNS) Number** *(required if cost proposal is more than USD $30,000)*

(please use one box per number or dash)

3. **Source and Nationality of Goods and Commodities**

(i) This is to certify that the Bidder is:

   a. an individual who is a citizen or legal resident of ________________________ .

   b. a corporation of partnership organized under the laws of ____________________.

   c. a controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders; or

   d. a joint venture or incorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe separately the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the percentage (%) of voting power of the corporations.

(ii) This is to certify that the Source *(the country from which a commodity is to be shipped from)* of the Equipment to be supplied under this Order is:

   ________________________ .

   name of country or countries

By signing below, the Bidder 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:

______________________________
ATTACHMENT D – LOCATION OF POTENTIAL CHASEM HPP

Figure A1-1. Schematic of Charsem HPP site and facilities on topography.  Source: Pamir Energy

Figure A1-2  Schematic of Charsem HPP site and facilities from Satellite Coverage  
Source:  Pamir Energy
ATTACHMENT E - ENVIRONMENTAL REVIEW CHECKLIST AND ENVIRONMENTAL MITIGATION AND MONITORING PLAN

ENVIRONMENTAL REVIEW CHECKLIST FOR IDENTIFYING POTENTIAL ENVIRONMENTAL IMPACTS OF PROJECT ACTIVITIES AND PROCESSES

for [Activity Name]

Implemented under: [Project Name]
DCN: [of Parent IEE]

Prepared by: [Implementer]
The Environmental Review Checklist for Identifying Potential Environmental Impacts of Project Activities and Processes (ERC) is intended for use mainly by implementing partners to: assess activity-specific baseline conditions, including applicable environmental requirements; identify potential adverse environmental effects associated with planned activity(s) and processes; and develop environmental mitigation and monitoring plans (EMMPs) that can effectively avoid or adequately minimize the identified effects. This ERC can also be substituted for other ERC versions that may have been attached to project initial environmental examinations (IEE). If implementing partners are in doubt about whether a planned activity requires preparation of an ERC, they should contact their Contracting Officer’s Representative (COR)/Agreement Officer’s Representative (AOR) for clarification. (When preparing the checklist, please indicate “not applicable” for items that have no bearing on the activity.)

A. Activity and Site Information

<table>
<thead>
<tr>
<th>Project Name: (as stated in the triggering IEE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mission/Country:</td>
</tr>
<tr>
<td>DCN of Triggering IEE:</td>
</tr>
<tr>
<td>Activity/Site Name:</td>
</tr>
<tr>
<td>Type of Activity:</td>
</tr>
<tr>
<td>Name of Reviewer and Summary of Professional Qualifications:</td>
</tr>
<tr>
<td>Date of Review:</td>
</tr>
</tbody>
</table>

B. Activity Description
1. Activity purpose and need
2. Location of activity
3. Beneficiaries, e.g., size of community, number of school children, etc.
4. Number of employees and annual revenue, if this is a business
5. Implementation timeframe and schedule
6. Detailed description of activity and site, e.g., size of the facility or hectares of land; steps that will be taken to accomplish the activity
7. Existing or planned certifications, e.g., ISO 14001 EMS, ISO 9000, HCCP, SA 8000, Global Gap, Environmental Product Declarations, Eco Flower, EcoLogo, Cradle to Cradle, UL Environment, GREENGUARD, Fair Trade, Green Seal, LEED, or various Forest Certifications
8. Site map, e.g., provide an image from Google Earth of the location
9. Photos of site (when available)

C. Activity-Specific Baseline Environmental Conditions
1. Population characteristics
2. Geography
3. Natural resources, e.g., nearby forest/protected areas, ground and surface water resources
4. Current land use
5. Proximity to public facilities, e.g. schools, hospitals, etc.
6. Other relevant description of current environmental conditions in proximity to the activity

D. Legal, Regulatory, and Permitting Requirements
   1. National environmental impact assessment requirements for this activity
   2. Applicable National or local permits for this activity, responsible party, and schedule for obtaining them:

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Responsible party</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building/Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Source Material Extraction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste Disposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wastewater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Water Management</td>
<td></td>
<td></td>
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<tr>
<td>Air Quality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Historical or Cultural Preservation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wetlands or Water bodies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Threatened or Endangered Species</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Additional national or other international environmental laws, conventions, standards with which the activity might be required to comply
   a. Air emission standards
   b. Water discharge standards
   c. Solid waste disposal or storage regulations
   d. Hazardous waste storage and disposal
   e. Historical or cultural preservation
   f. Other

E. Engineering Safety and Integrity (for Sections E. and F., provide a discussion for any of the listed issues that are likely to have bearing on this activity)
   1. Will the activity be required to adhere to formal engineering designs/plans? Have these been or will they be developed by a qualified engineer?
   2. Do designs/plans effectively and comprehensively address:
      a. Management of storm water runoff and its effects?
      b. Reuse, recycling, and disposal of construction debris and by-products?
      c. Energy efficiency and/or preference for renewable energy sources?
d. Pollution prevention and cleaner production measures?

e. Maximum reliance on green building or green land-use approaches?

f. Emergency response planning?

g. Mitigation or avoidance of occupational safety and health hazards?

h. Environmental management of mobilization and de-mobilization?

i. Capacity of the host country recipient organization to sustain the environmental management aspects of the activity after closure and handover?

3. Are there known geological hazards, e.g., faults, landslides, or unstable soil structure, which could affect the activity? If so, how will the project ensure structural integrity?

4. Will the site require grading, trenching, or excavation? Will the activity generate borrow pits? If so, how will these be managed during implementation and closure?

5. Will the activity cause interference with the current drainage systems or conditions? Will it increase the risk of flooding?

6. Will the activity interfere with above- or below-ground utility transmission lines, e.g., communications, water, sewer, or natural gas?

7. Will the activity potentially interfere with vehicle or pedestrian traffic?

8. Does the activity increase the risk of fire, explosion, or hazardous chemical releases?

9. Does the activity require disposal or retrofitting of polychlorinated biphenyl-containing equipment, e.g., transformers or florescent light ballasts?

F. Environment, Health, and Safety Consequences

1. Potential impacts to public health and well-being

a. Will the activity require temporary or permanent property land taking?

b. Will activities require temporary or permanent human resettlement?

c. Will area residents and/or workers be exposed to pesticides, fertilizer, or other toxic substances, e.g., as a result of farming or manufacturing? If so, how will the project:
   i. Ensure that these chemicals do not contaminate ground or surface water?
   ii. Ensure that workers use protective clothing and equipment to prevent exposure?
   iii. Control releases of these substances to air, water, and land?
   iv. Restrict access to the site to reduce the potential for human exposure?

d. Will the activity generate pesticide, chemical, or industrial wastes? Could these wastes potentially contaminate soil, groundwater or surface water?

e. Will chemical containers be stored at the site?

f. Does the activity remove asbestos-containing materials or use of building materials that may contain asbestos, formaldehyde, or other toxic materials? Can the project certify that building materials are non-toxic? If so, how will these wastes be disposed of?

g. Will the activity generate other solid or hazardous wastes such as construction debris, dry or wet cell batteries, florescent tubes, aerosol cans, paint, solvents, etc.? If so, how will this waste be disposed of?

h. Will the activity generate nontoxic, nonhazardous solid wastes (subsequently requiring land resources for disposal)?

i. Will the activity pose the need to handle and dispose of medical wastes? If so, describe measures of ensuring occupational and public health and safety, both onsite and offsite.

j. Does the activity provide a new source of drinking water for a community? If so, how will the project monitor water quality in accordance with health standards?

k. Will the activity potentially disturb soil contaminated with toxic or hazardous materials?
1. Will activities, e.g., construction, refurbishment, demolition, or blasting, result in increased noise or light pollution, which could adversely affect the natural or human environment?

2. **Atmospheric and air quality impacts**
   a. Will the activity result in increased emission of air pollutants from a vent or as fugitive releases, e.g., soot, sulfur dioxide, oxides of nitrogen, volatile organic compounds, methane?
   b. Will the activity involve burning of wood or biomass?
   c. Will the activity install, operate, maintain, or decommission systems containing ozone depleting substances, e.g., freon or other refrigerants?
   d. Will the activity generate an increase in carbon emissions?
   e. Will the activity increase odor and/or noise?

3. **Water quality changes and impacts**
   a. How far is the site located from the nearest river, stream, or lake?
   b. Will the activity disturb wetland, lacustrine, or riparian areas?
   c. What is the depth to groundwater at the site?
   d. Will the activity result in increased ground or surface water extraction? If so, what are the volumes? Permit requirements?
   e. Will the activity discharge domestic or industrial sewage to surface, ground water, or publicly-owned treatment facility?
   f. Does the activity result in increased volumes of storm water run-off and/or is there potential for discharges of potentially contaminated (including suspended solids) storm water?
   g. Will the activity result in the runoff of pesticides, fertilizers, or toxic chemicals into surface water or groundwater?
   h. Will the activity result in discharge of livestock wastes such as manure or blood into surface water?
   i. Does the site require excavation, placing of fill, or substrate removal (e.g., gravel) from a river, stream or lake?

4. **Land use changes and impacts**
   a. Will the activity convert fallow land to agricultural land?
   b. Will the activity convert forest land to agricultural land?
   c. Will the activity convert agricultural land to commercial, industrial, or residential uses?
   d. Will the activity require onsite storage of liquid fuels or hazardous materials in bulk quantities?
   e. Will the activity result in natural resource extraction, e.g., granite, limestone, coal, lignite, oil, or gas?
   f. Will the activity alter the viewshed of area residents or others?

5. **Impacts to forestry, biodiversity, protected areas and endangered species**
   a. Is the site located adjacent to a protected area, national park, nature preserve, or wildlife refuge?
   b. Is the site located in or near threatened or endangered (T&E) species habitat? Is there a plan for identifying T&E species during activity implementation? If T&E species are identified during implementation, is there a formal process for halting work, avoiding impacts, and notifying authorities?
   c. Is the site located in a migratory bird flight or other animal migratory pathway?
   d. Will the activity involve harvesting of non-timber forest products, e.g., mushrooms, medicinal and aromatic plants (MAPs), herbs, or woody debris?
   e. Will the activity involve tree removal or logging? If so, please describe.

6. **Global Climate Change Vulnerabilities**
   a. Is the site or activity vulnerable to effects of climate change?
b. Do climate models predict temperature changes, such as warming in this region? Has it increased recently? What is the climate history? Are seasonal temperatures changes predicted?

c. Is rainfall predicted to increase or decrease, or increased frequency of storms? Delay in onset of the rainy season? Increased variability? Inter-seasonal variations?

d. Is their likelihood of changing water availability that would affect agricultural production, or water for sanitation, industry, energy, and the environment, or undermine economic growth and human security?

e. What are there other likely vulnerabilities?

7. Historic or cultural resources

a. Are there cultural or historic sites located at or near the site? If so, what is the distance from these? What is the plan for avoiding disturbance or notifying authorities?

b. Are there unique ethnic or traditional cultures or values present in the site? If so, what is the applicable preservation plan?

G. Further Analysis of Recommended Actions (if the applicable IEE requires the use of ERCs to perform further analysis of recommended actions, then check the appropriate box below. If this analysis is not required, then skip this and proceed with Section H. If required by the IEE, the ERC shall be copied to the Bureau Environmental Officer (BEO)).

☐ 1. Categorical Exclusion: The activity is not likely to have an effect on the natural or physical environment. No further environmental review is required.*

☐ 2. Negative Determination with Conditions: The activity does not have potentially significant adverse environmental, health, or safety effects, but may contribute to minor impacts that can be eliminated or adequately minimized by appropriate mitigation measures. EMMPs shall be developed, approved by the Mission Environmental Officer (MEO) (and the BEO if required by the IEE) prior to beginning the activity, incorporated into workplans, and then implemented. See Sections H and I below.*

☐ 3. Positive Determination: The activity has potentially significant adverse environmental effects and requires further analysis of alternatives, solicitation of stakeholder input, and incorporation of environmental considerations into activity design. A Scoping Statement must be prepared and be submitted to the BEO for approval. Following BEO approval an Environmental Assessment (EA) will be conducted. The activity may not be implemented until the BEO clears the final EA. For activities related to the procurement, use, or training related to pesticides, a PERUSAP will be prepared for BEO approval.

☐ 4. Activity Cancellation: The activity poses significant and unmitigable adverse environmental effects. Adequate EMMPs cannot be developed to eliminate these effects and alternatives are not feasible. The project is not recommended for funding.

*Note regarding applicability related to Pesticides (216.2(e): The exemptions of §216.2(b)(1) and the categorical exclusions of §216.2(c)(2) such as technical assistance, education, and training are not applicable to assistance for the procurement or use of pesticides.

H. EMMPs (Using the format provided below, or its equivalent, list the processes that comprise the activity, then for each, identify impacts requiring further consideration, and for each impact describe the mitigation and monitoring measures that will be implemented to avoid or adequately minimize the impacts. All environment, health, and safety impacts requiring further consideration, which were identified in Section F., should be addressed)
1. Activity-specific environmental mitigation plan (Upon request, the MEO may be able to provide your project with example EMMPs that are specific to your activity.)

<table>
<thead>
<tr>
<th>Processes</th>
<th>Identified Environmental Impacts</th>
<th>Do the Impacts Require Further Consideration?</th>
<th>Mitigation Measures</th>
<th>Monitoring Indicators</th>
</tr>
</thead>
<tbody>
<tr>
<td>List all the processes that comprise the activity(s) (e.g. asbestos roof removal, installation of toilets, remove and replace flooring) A line should be included for each process.</td>
<td>A single process may have several potential impacts—provide a separate line for each.</td>
<td>For each impact, indicate Yes or No; if No, provide justification, e.g.,: (1) There are no applicable legal requirements including permits or reporting and (2) There is no relevant community concern and (3) Pollution prevention is not feasible or practical and (4) Does not pose a risk because of low severity, frequency, or duration</td>
<td>For each impact requiring further consideration, describe the mitigation measures that will avoid or adequately minimize the impact. (If mitigation measures are well-specified in the IEE, quote directly from IEE.)</td>
<td>Specify indicators to (1) determine if mitigation is in place and (2) successful. For example, visual inspections for seepage around pit latrine; sedimentation at stream crossings, etc.)</td>
</tr>
</tbody>
</table>

2. Activity-specific monitoring plan

<table>
<thead>
<tr>
<th>Monitoring Indicators</th>
<th>Monitoring and Reporting Frequency</th>
<th>Responsible Parties</th>
<th>Records Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify indicators to (1) determine if mitigation is in place and (2) successful (for example, visual inspections for seepage around pit latrine; sedimentation at stream crossings, etc.)</td>
<td>For example: “Monitor weekly, and report in quarterly reports. If XXX occurs, immediately inform USAID COR/AOR.”</td>
<td>Separate parties responsible for mitigation from those responsible for reporting, whenever appropriate,</td>
<td>If appropriate, describe types of records generated by the mitigation, monitoring, and reporting process.</td>
</tr>
</tbody>
</table>
I. Certification of No Adverse or Significant Effects on the Environment

I, the undersigned, certify that activity-specific baseline conditions and applicable environmental requirements have been properly assessed; environment, health, and safety impacts requiring further consideration have been comprehensively identified; and that adverse impacts will be effectively avoided or sufficiently minimized by proper implementation of the EMMP(s) in Section G. If new impacts requiring further consideration are identified or new mitigation measures are needed, I will be responsible for notifying the USAID COR/AOR, as soon as practicable. Upon completion of activities, I will submit a Record of Compliance with Activity-Specific EMMPs using the format provided in ERC Annex 1 or its equivalent.

Implementer Project Director/COP Name

Date

J. Approvals:

USAID COR/AOR Name

Date

Mission Environmental Officer Name

Date
Distribution:

- Project Files
- Bureau Environmental Officer
ERC ANNEX 1

RECORD OF COMPLIANCE WITH ACTIVITY-SPECIFIC ENVIRONMENTAL MITIGATION AND MONITORING PLANS (EMMPs)

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Site or Activity Name/Primary Project Name/IEE DCN Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>To:</td>
<td>COR/AOR/Activity Manager Name</td>
</tr>
<tr>
<td>Copy:</td>
<td>Mission Environmental Officer Name</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

The [name of the implementing organization] has finalized its activities at the [site name] to [describe activities and processes that were undertaken]. This memorandum is to certify that our organization has met all conditions of the EMMPs for this activity. A summary of the how mitigation and monitoring requirements were met is provided below.

1. Mobilization and Site Preparation

2. Activity Implementation Phase

3. Site Closure Phase

4. Activity Handover

Sincerely,

_________________________________________
Implementer Project Director/COP Name

____________________________
Date

Approved:

_________________________________________
USAID/COR/AOR/Activity Manager Name

____________________________
Date

Distribution:
- Project Files
- MEO
- Bureau Environmental Officer
ATTACHMENT F - DRAFT TABLE OF CONTENTS (ANNOTATED)

This Table of Contents is appended to the RFP to provide a guide for the Draft and Final Reports to be submitted. Variance from the structure is allowable to fit the findings of the project, however the coverage of these topics is part of the RFP work scope.

1. EXECUTIVE SUMMARY

2. INTRODUCTION

2.1. DESCRIPTION OF THE DEVELOPMENT AREA

2.2. DESCRIPTION OF THE LOCAL ELECTRIC POWER SYSTEM

3. CLIMATE AND HYDROLOGY

3.1. CLIMATE AND CLIMATE CHANGE ¹: GENERAL DESCRIPTION

HYDROLOGY – this section will include the sources of data, including the flow data from studies for the Lake Yashikul Outlet, expansion of Parmir One, other available measured data and how it is analyzed to reach a daily flow model for the Run-of-River project evaluation and energy calculations. A sub-section to be included regarding long term (40 year horizon) sustainability regarding climate change and possible diminishment of the water source of glaciers. 3.2 WATER USE WITHDRAWALS AND QUALITY – existing data and observations to include for evaluation of any impacts, if any caused by diversion of water at the project. Documented water uses and withdraw in the area for irrigation and other uses.

FLOODING AND FLOOD RISK - calculations of the design flood and resulting elevations for project layout

4. GEOLOGY

4.1. GEOLOGIC SETTING

4.2. SEISMIC HAZARD

4.3. LAND SLIDE HISTORY AND POTENTIAL

4.4. FUTURE GEOLOGIC AND SUBSURFACE WORK

Identification of geotechnical program for further study, including suggested coring/drilling program at facilities sites.

5. PROJECT FORMULATION AND ALTERNATIVES CONSIDERED

¹ Note: Climate change includes variations as well as persistent change in climate over decades or longer (per USAID ADS 201 mal)
Write up of location and size of alternatives to the recommended plan. It will include the rationale for selection of the diversion, waterway, and powerhouse locations. Also sizing and selection of generating equipment.

Site selection energy studies based on the available daily, historical and predicted hydrology data will be included in this section. Treatment in subsection of incorporation of flood data from Section 3 and impact of project on area flooding.

6. HYDROPOWER PROJECT DESCRIPTION

6.1. PROJECT DESCRIPTION
   6.1.1. ACCESS ROADS and bridges
   6.1.2. INTAKE STRUCTURE INCLUDING FISH ACCOMODATION
   6.1.3. PENSTOCK
   6.1.4. TURBINE AND GENERATOR
   6.1.5. AUXILIARY EQUIPMENT
   6.1.6. POWERHOUSE
   6.1.7. SUBSTATION AND SYSTEM MODIFICATIONS
   6.1.8. TRANSMISSION LINES

6.2. SUMMARY OF PROJECT COMPONENTS

7. POWER AND ENERGY STUDIES
   7.1. ELECTRICAL DEMAND DATA
   7.2. ENERGY GENERATION ANALYSIS

8. OPERATION AND MAINTENANCE SCHEDULE AND PROCEDURES

Discussion of how the plant will routinely work, dispatch, type and numbers of staffing, other pertinent items.

9. ENVIRONMENTAL AND SOCIAL STUDIES

Reference the study environmental outputs of the study document. This section will include description of the local baseline conditions based on the already available data at the project site, the possible significant direct, indirect and cumulative impacts and mitigation measures ensuring environmental and social sustainability of the proposed project.

9.1. COMMUNITY AND SOCIO-ECONOMIC BASELINE DATA

9.2. SOCIAL IMPACTS AND MITIGATION PRACTICES

9.3. ENVIRONMENTAL and social IMPACTS & MITIGATION PRACTICES.
9.4. Preliminary Environmental and Social Mitigation and Monitoring Plan

9.5. DRAFT WORK SCOPE FOR FURTHER STUDY

Section to include needed data collection and analysis for more detailed project evaluation (for scoping/scoping statement for a full-scale ESIA)

10. PROJECT IMPLEMENTATION

10.1. CAPITAL EXPENDITURE

10.2. ESTIMATE OF OPERATING COSTS

10.3. DEVELOPMENT PLAN

11. IMPLEMENTATION PLAN AND CONSTRUCTION SCHEDULE

11.1. LOGISTICS PLAN

11.2. IMPLEMENTATION PLAN

11.3. CONSTRUCTION SCHEDULE

10. ECONOMIC AND FINANCIAL ANALYSIS

11. RISK ASSESSMENT

POTENTIAL APPENDICIES

LIST OF REFERENCES

BASELINE INFORMATION COLLECTED ON FLORA/FAUNA and LOCAL POPULATIONS

HYDROLOGY DATA and climate change data

GEOLOGY DATA AND REFERENCES

TOPOGRAPHY INFORMATION

SYSTEM ELECTRICAL DATA

PROJECT DRAWINGS
ATTACHMENT G - DRAFT CONSULTING AGREEMENT TERMS & CONDITIONS

INDEPENDENT CONSULTANT AGREEMENT
154-PTF-TO1-1719-XXXXXXXX
(TIME & MATERIALS AGREEMENT)

BETWEEN
TETRA TECH ES, INC.
(THE PRIME CONTRACTOR)

AND

LAST NAME, FIRST NAME
(THE CONSULTANT)

AWARD COVER PAGE

CLIENT: U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
PRIME CONTRACT & TASK ORDER: AID-176-1-17-00001/AID-TO-17-00002
PROJECT TITLE: USAID CENTRAL ASIA POWER THE FUTURE ACTIVITY IN CENTRAL ASIA (PTF)

PERIOD OF PERFORMANCE

PROJECT/BILLING CODE: 154-PTF-TO1-1719.000.0000
LEVEL OF EFFORT NOT TO EXCEED: XX DAYS

FIXED DAILY RATE

LABOR COST NOT TO EXCEED

OTHER DIRECT COSTS

TOTAL PRICE NOT TO EXCEED

TETRA TECH SR. TECHNICAL ADVISOR: MASOUD KEYAN
TETRA TECH CHIEF OF PARTY: ARMEN ARZUMANYAN
TETRA TECH CONTRACTS REPRESENTATIVE: VIET D. NGUYEN

GENERAL STATEMENT OF WORK

The Consultant expressly agrees to provide the services and supplies set forth in Attachment A, “Statement of Work,” for the consideration and at the amounts detailed in Attachment B, “Detailed Budget,” within the Period of Performance set forth above, and in accordance with the Terms and Conditions set forth herein.

By execution of this Agreement, Consultant certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid by 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 his or her behalf in connection with the award of any resultant contract.

In consideration of the forgoing, the parties hereby agree as follows:

For the Consultant

Signature: __________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________

For Tetra Tech ES, Inc.

Signature: __________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________
INDEPENDENT CONSULTANT AGREEMENT

This Consultant Agreement (“Agreement”) is made and entered into as of December 15, 2020 is made by and between Tetra Tech ES, Inc (“Tetra Tech”), located at 1320 N. Courthouse Rd. Suite 600, Arlington, VA 22201 and Last Name, First Name, (“Consultant”) whose address is [Address], for the provision of professional consulting and related services in support of Tetra Tech’s # AID-176-I-17-00001/ AID-TO-17-00002 (“Project” or “Prime Contract”) for the United States Agency for International Development (“The Client”).

Whereas, Tetra Tech has been tasked by the Client to serve as the [Project Title] under the Central Asia under Power the Future (PTF) project (“Services”);

Whereas, the Consultant is an independent contractor with specialized experience and is willing and able to perform such Services;

Now therefore, in consideration of the above, the Parties agree to the following as a Consultant Agreement for the provision of professional services:

I. TYPE OF AGREEMENT AND COST
This is a Time & Materials Agreement. The rates set forth on the Award Cover page and in Attachment B, “Detailed Budget” are fixed for the life of the Agreement. The Total Not to Exceed (NTE) Cost of this Agreement shall be as specified on the Award Cover Page.

II. TERM OF AGREEMENT AND EFFECTIVE
The Professional Services called for under this Agreement shall commence on or about the start date of the Term specified on the Award Cover Page and continue in effect until the Services have been performed or until terminated, but not later than the end date of the Term specified on the Award Cover Page, unless otherwise mutually agreed upon in writing.

This Agreement shall become effective only upon execution by the Consultant and an authorized officer of Tetra Tech. Tetra Tech reserves the right to withdraw this Agreement at any time prior to its full and complete execution and shall have no obligation to the Consultant until such time as both parties have signed this Agreement.

III. GENERAL WORK STATEMENT AND SCOPE OF SERVICES
The Consultant shall provide the expertise and professional consulting services prescribed by Tetra Tech in Attachment A, “Statement of Work.” The general scope of work is defined on the Award Cover Page. The Consultant shall provide all services and supplies in strict accordance with this Agreement and subsequent clarifying directions of the Tetra Tech Chief of Party or Senior Technical Advisor specified on the Award Cover Page, as well as applicable Client guidelines outlined in the Agency for International Development Acquisition Regulation (AIDAR) and Federal Acquisition Regulation (FAR). In the event that the Consultant has reason to believe that any work assignment is outside the scope of the authorized Statement of Work, they shall notify the Tetra Tech Chief of Party or Senior Technical Advisor and the Tetra Tech Contracts Representative.

IV. INDEPENDENT RELATIONSHIP
In the performance of the work and services hereunder, the Consultant shall act solely as an independent private contractor, and nothing herein contained or implied shall at any time be construed as creating a
relationship of employer/employee, master/servant, partnership, principal and agent, or joint venture. In all matters relating to this Agreement, the Consultant is not an employee of Tetra Tech under the meaning or application of any United States of America Federal or State Unemployment, Insurance, Workmen’s Compensation, or Tax Laws; host country labor or tax laws; or otherwise. Unless specifically authorized in writing by the Tetra Tech Chief of Party or Senior Technical Advisor, the Consultant shall have no authority to assume or create any obligation, expressed or implied on behalf of Tetra Tech, and the Consultant shall have no authority to represent itself as an agent of Tetra Tech or the Client.

V. SPECIAL UNDERSTANDINGS
The parties understand that although the Client is not a party to this Agreement, Tetra Tech may be required to obtain certain approvals from the Client prior to providing Tetra Tech’s approvals to the Consultant. Client approvals may pertain to such items as work plans, travel itineraries, reports, expenditures for supplies and equipment and utilization of personnel. Further, the Client may have additional regulations and requirements concerning the Services called for hereunder and their method of provision, with which the Consultant must comply. The Consultant expressly agrees to comply with any such Client requirements, Mission Directives, or Prime Contract requirements.

VI. AUTHORIZED REPRESENTATIVE AND TECHNICAL DIRECTION
A. Authorized Tetra Tech Representative
The Tetra Tech Chief of Party or Senior Technical Advisor specified on the Award Cover Page is the sole Tetra Tech representative authorized to modify any of the terms and conditions set out in this Agreement. Modifications must be in writing and executed to be effective. In the event the Consultant effects any changes at the direction of any other person other than the Tetra Tech Officer in Charge, the change will be considered to have been made without authority and at the sole risk of the Consultant.

B. Technical Direction
The Consultant shall receive technical direction within the scope of this Agreement from the Tetra Tech Chief of Party or Senior Technical Advisor specified on the Award Cover Page, and her/his designee(s) as authorized in writing. In no event shall any direction from Tetra Tech (other than a formal, written Modification issued by the Contracts Representative) increase the Not To Exceed Cost or extend the schedule of this Agreement. Any addition, deletion or revision to the Statement of Work must be in writing.

C. Contractual Matters
Routine contractual matters within the scope of this Agreement will be the responsibility of the Contracts Representative, specified on the Award Cover Page, and her/his designee(s) as authorized in writing.

VII. CHANGES
The rates, terms, conditions and schedules set out in this Agreement shall remain fixed throughout the Agreement’s period of performance unless both Parties agree in writing to revise them. However, to the extent the Client exercises its unilateral right to “change” the scope of the work in accordance with the terms of the Prime Contract (e.g., FAR 52.243-2 Changes - Cost-Reimbursement (AUG 1987); Alternate II (APR 1984)), Tetra Tech will have a similar right to unilaterally direct a change in performance under this Agreement. Any such “change” by Tetra Tech will be implemented by written unilateral modification executed by the Tetra Tech Chief of Party or Senior Technical Advisor. The Consultant’s right to any equitable adjustment based on changed work is wholly dependent and limited to an equitable share of Tetra Tech’s recovery of such an adjustment from the Client.
VIII. NOTIFICATIONS OF CHANGES
The Prime Contract requires that Tetra Tech give notice to the Client of any conduct Tetra Tech considers a “change” within 7 calendar days (pursuant to FAR 52.243-7 Notification of Changes). As a result, the Consultant must, give similar notice, and ensure Tetra Tech receive such notice, within 4 calendar days of any Tetra Tech or Client conduct the Consultant considers a change (other than a change made by an authorized written modification). Such notice, for purpose of this provision, must expressly request Tetra Tech notify the Client under FAR 52.243.7, if applicable and must otherwise comply with the requirements of FAR 52.243-7 Notification of Changes. Such notice must be made to all of: (1) the Tetra Tech Officer in Charge; (2) the Tetra Tech Project Director; and (3) the Tetra Tech Contracts Representative. Any failure by the Consultant to comply with this notice requirement waives any Consultant right to equitable adjustments based on such conduct, unless Tetra Tech nonetheless receives an equitable adjustment from the Client based on such conduct, in which case the Consultant will be entitled to an equitable share of such recovery.

IX. ASSIGNMENT AND AGREEMENT OF CONSULTING SERVICES
The work and services required herein shall not be transferred, assigned or sub-awarded out by the Consultant without the prior written consent of Tetra Tech, which consent shall not be unreasonably withheld. Tetra Tech shall not be liable for payment under this Agreement in the event the Consultant contracts for or assigns work without having obtained the prior written consent of Tetra Tech.

X. POTENTIAL CONFLICTS OF INTEREST
The Consultant shall not, while in the performance of this Agreement, engage in any activities that may be construed as creating a conflict of interest or organizational conflict of interest with the work assigned hereunder. The Consultant hereby warrants that there is no current or potential conflict of interest (see Exhibit 1 for definition) between Consultant’s other agreements, if any, and the activities to be performed hereunder, and Consultant shall advise Tetra Tech of any potential conflict of interest situation which may arise in relation to this Agreement.

Additionally, the Consultant hereby warrants that it is not aware of any potential conflict of interest involving circumstances which may diminish or hinder the Consultant’s ability to render impartial and objective advice concerning the Services. In the event that Consultant becomes aware of any such potential conflict of interest, Consultant is obligated to immediately contact the Tetra Tech Contracts Representative as specified on the Award Cover Page. In support of this provision, the Consultant shall also complete and return Exhibit 1, “Conflict of Interest Statement.”

XI. CONSIDERATION, INVOICING AND PAYMENT

A. Compensation for Professional Services: As full and complete consideration for Services performed pursuant to this Agreement, and all rights conveyed, such as rights to inventions, designs, copyrights, patents and trademarks, the maximum total compensation payable to the Consultant for professional services under this Agreement shall be as specified on the Award Cover Page.

B. Authorized Expenses: The Consultant shall be reimbursed at cost for reasonable, allocable, authorized expenses which are related to the project and are supported and accompanied by receipts and other appropriate documentation to the extent that reimbursement for such amounts, aggregate of all claims, does not exceed the budgeted line item costs specified in Attachment B, “Detailed Budget.” Further, such costs shall only be reimbursed in accordance with applicable Client guidelines in effect at the time the cost is incurred. In particular,
reimbursement for lodging shall require submission of all receipts (showing payment of all outstanding balances).

C. Invoice Requirements: The Consultant shall submit upon completion of the first trip and thereafter by the fifth (5th) day of each month, a complete original invoice for the current period's labor and other expenditures to: Tetra Tech ES, Inc., Attention: Accounts Payable, 1320 N. Courthouse Road, Suite 600, Arlington, VA 22201, USA or via email at ENE.PAGS-AP@tetratech.com.

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

- Name of the Consultant and Consultant's address
- Consultant's bank account number and SWIFT Code
- Date and period covered by the invoice
- Invoice Number
- The number assigned by Tetra Tech to this Agreement and the Tetra Tech project code as specified on the Award Cover Page
- Allowable, billable hours/days worked by the Consultant for the preceding month, fixed hourly/daily rate, total amount claimed and location of where such work took place
- Copies of time records to support all billable hours/days claimed for each individual invoiced and a description of project activities for each hour/day billed
- All authorized non-labor costs, if applicable, separately detailed and properly documented with receipts including original boarding passes for airfare and hotel receipts for lodging claimed. All expenses shall be supported with original receipts.
- Cumulative costs (labor, expenses and total) expended against the Agreement budget
- Signed certification of an authorized representative of Consultant stating that the invoice is complete, current and accurate and that all costs have been properly incurred in accordance with this Agreement.

Payment will be in USD. Tetra Tech ES, Inc. shall be responsible for wire and intermediate bank fees. The receiver bank fees are allowable and reimbursable costs under this Agreement.

Documentation of the exchange rate must be provided for all labor and other direct expenses incurred in foreign currencies. Acceptable documentation includes: rates from credit card receipts or statements; proof currency exchange from banking institutions (i.e. a receipt for a cash withdrawal from a foreign ATM); exchange rates provided on receipts for the transaction incurred; or, in the absence of any of the previous documentation, exchange rates provided by Oanda.com for the date(s) of the transactions.

The Consultant shall identify each invoice by sequential numbers, and the final invoice shall be marked “Final Invoice.” All invoices must be in English, and any foreign language receipts are to be accompanied by an English language narrative.

The Consultant shall keep records sufficient to substantiate all labor and lodging costs and expenses claimed. All work performed under this Agreement shall be supported by time records, which shall accompany all invoices for which the Consultant’s labor is charged. The Consultant agrees to invoice all costs within sixty (60) days of their being incurred. Charges invoiced after this time may not be fully reimbursed by Tetra Tech.

D. Payment: Tetra Tech shall reimburse the Consultant in net 30 days after receipt of a proper documented invoice. If an invoice must be resubmitted due to a nonconforming invoice, payment
will be made in net 30 days after receipt of the resubmitted invoice, not after receipt of the original invoice. Consultants from the Continental United States who desire electronic funds transfers should register on Paymode-X prior to submission of her/his first invoice and inform the Accounting Department (ENE.PAGS-AP@tetratech.com), and the associated Contracts Manager, that this has been done.

Final payment for all services rendered under this Agreement shall be made upon determination by Tetra Tech that all requirements and conditions of this Agreement have been satisfactorily completed and any required supporting documentation has been submitted. Concurrent with the release of final payment, the Consultant shall release and discharge Tetra Tech, its partners, associate partners and employees of and from all liabilities, obligations, and claims arising out of or under this Agreement.

Any amount withheld or disallowed by the Client as a result of the Consultant’s invoice, supporting documentation, or acquisition procedure shall be withheld from Consultant. In the event the Client or any other cognizant agency (i) disallows any cost or fee for which Tetra Tech has reimbursed the Consultant hereunder or (ii) reduces the cost or fee payable to Tetra Tech under its Prime Contract as a result of (a) any defective cost or pricing data submitted by the Consultant or (b) any adjustment disclosure requirement applicable to the Consultant, the Consultant shall promptly pay to Tetra Tech the amount of such disallowances or reductions. Or at Tetra Tech’s option, such amounts may be withheld from any other sums due and payable to the Consultant.

**XII. INSURANCE AND TAXES**

**A. Insurance**

The Consultant is solely responsible for maintaining insurance policies to cover insurance needs, which may be required by the Client in the jurisdictions where the Consultant does business or performs services pursuant to this Agreement.

**B. Taxes and Levies**

As an independent private contractor, the Consultant is responsible for any local, state, federal or other taxes or levies that may be due on the Consultant’s fees paid under this Agreement, including social security and payroll taxes. Additionally, the Consultant shall be responsible for the payment of any and all taxes imposed by the country in which Services are being performed (Host Country), including municipal, local, Value Added (VAT), state and national that may be assessed by the Host Country against the Consultant for monies received by the Consultant from Tetra Tech in the performance of this Agreement. Tetra Tech shall not reimburse the Consultant, nor shall Tetra Tech accept any responsibility for any such taxes arising from activities or actions outside the scope of this Agreement.

**XIII. HEALTH AND AUTOMOBILE INSURANCE**

The Consultant expressly agrees that Tetra Tech shall not be responsible for the Consultant’s health and medical, automobile, and comprehensive insurance. The Consultant expressly understands and agrees that its officers, employees and agents shall not be covered by any health insurance or medical policy owned by Tetra Tech. The Consultant hereby agrees to maintain separate health insurance coverage against costs arising from sickness, accident or injury while working overseas arising directly or indirectly from performance of Services under this Agreement. The Consultant expressly agrees to hold Tetra Tech harmless and save and defend Tetra Tech against any and all claims arising from the illness, accident or injury of its respective officers, employees and agents during the Term of this Agreement.
The Consultant agrees that Tetra Tech shall have no responsibility for personal automobile insurance policies covering damages for property and liability to third parties. The premium costs for such insurance and the costs of maintenance of the automobile(s) shall be solely at the Consultant’s expense.

The Consultant agrees to maintain adequate professional liability insurance. The Consultant shall provide Tetra Tech with copies of any of the above insurance policies and certificates of insurance if requested.

XIV. COMPLIANCE WITH LAWS
In the performance of its obligations under this Agreement, the Consultant shall comply strictly with all applicable laws, regulations and orders of Host Country and other applicable jurisdictions. The Consultant hereby acknowledges and agrees that certain laws of the United States of America and Host country prohibit any person from making 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. The Consultant hereby represents and warrants that, in the performance of its obligations hereunder, it has not made or offered to make, and will not make or offer to make, any such proscribed payment. The provisions of this Article shall survive termination or expiration of this Agreement for any reason.

XV. AUDIT RIGHTS
Complete and accurate records shall be maintained in connection with this Agreement and all transactions related thereto and all such records shall be maintained for at least 24 months after the term of this Agreement Tetra Tech and/or its duly authorized representatives shall have, during the term of the Agreement and for two years thereafter, the right to audit, examine, and make photocopies of all accounts, records, correspondence and all other documents, including but not limited to all labor hours and costs, material costs, Agreement costs, rental costs and other charges pertaining to the contract to verify the amounts claimed and to verify compliance with laws. This right to audit clause shall extend to transactions with third parties when the transactions are deemed by Tetra Tech and/or its duly authorized representatives to relate, actually or potentially, to performance under the Agreement and compliance with laws.

XVI. INDEMNIFICATION
The Consultant shall, at its sole cost and expense, indemnify, protect, defend (with counsel chosen by Tetra Tech) and hold Tetra Tech, its successors, assigns, agents, employees, officers, directors and affiliate and subsidiary companies harmless from and against any and all claims, demands, losses, costs, expenses (including, without limitation, interest, penalties and actual attorneys’ fees), obligations, proceedings, litigation, judgements, disbursements, causes of action, liabilities and damages of any kind or nature whatsoever, which may at any time be imposed upon, incurred by or asserted or awarded against Tetra Tech, its successors, assigns, agents, employees, officers, directors, affiliated companies and/or subsidiary companies which arise: (i) from or out of the Consultant’s actions and/or omissions relating to this Agreement; or (ii) from or out of any breach of any agreement, representation, warranty or indemnification made by the Consultant contained in this Agreement.

XVII. LIMITATION OF LIABILITY
Except as to the indemnification requirements of the Consultant in Section XIV, neither Party will be liable to the other for any lost revenue or indirect, punitive, exemplary, special, 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 any claim of interest of infringement shall be construed as direct damages. Except for instances involving personal injury or indemnification, in no event shall either party be liable to the other for costs in excess of the total amount of this Agreement.
XVIII. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

During performance of this Agreement, the Consultant may have access to Tetra Tech’s confidential and proprietary information including, but not limited to, company and project: financial information; cost structure; legal forms and contracts; consulting practices, resources and contacts; bid and proposal information; information technology; and other confidential and proprietary information (“Confidential and Proprietary Information”). The Consultant shall keep secret, retain in the strictest confidence, and prevent the unauthorized duplication, use and disclosure of all Confidential and Proprietary Information, whether clearly marked or determined as such in good conscience. Confidential and Proprietary Information may only be duplicated and used for the purposes of this Agreement, the Prime Contract or other Agreements that Tetra Tech awards under the Prime Contract. All other disclosure is prohibited except as required by law or federal regulation.

In regard to such Confidential and Proprietary Information, the Consultant shall: (a) promptly advise the other in writing if he/she learns of any unauthorized duplication, use or disclosure of Confidential and Proprietary Information; (b) promptly advise Tetra Tech in writing if he/she believes that Confidential and Proprietary Information has lost its status as such before using such information without restriction, and (c) return Tetra Tech’s Confidential and Proprietary Information (including any documents, papers and materials and notes thereon containing Confidential and Proprietary Information) promptly upon expiration or termination of this Agreement or, at the request of Tetra Tech, certify in writing that all copies of such Confidential and Proprietary Information (including any documents, papers and materials and notes thereon containing Confidential and Proprietary Information) have been destroyed.

The Consultant acknowledges that Tetra Tech will suffer irreparable damage in the event of a breach or threatened breach of any provision of this Section. Accordingly, in such an event, Tetra Tech shall be entitled to preliminarily and final injunctive relief, as well as, any and all other applicable remedies at law or equity, including the recovery of damages. Nothing herein shall be construed as prohibiting Tetra Tech from pursuing any other available remedy, including the recovery of damages. The provisions outlined hereunder shall remain in force for two years after the date of expiration or termination of this Agreement.

XIX. RIGHTS IN INVENTIONS AND WORKS OF AUTHORSHIP

During the performance of this Agreement, subject to the rights granted to Tetra Tech’s Client, the U.S. Government, any inventions, works of authorship and other proprietary technical data (as well as the copyrights, patents and similar rights attendant thereto) that are not required as deliverables under this Agreement and have been:

C. conceived of and reduced to practice by the Consultant, or, in the cases of works or authorship, authored solely by the Consultant, or its contractors (as applicable), shall be owned exclusively by the Consultant;

D. conceived of and reduced to practice, or, in the cases of works of authorship, authored jointly by the parties shall be owned as determined by the parties’ good faith negotiations to establish their respective rights. Subject to the U.S. Government’s rights, the parties agree to use their best efforts to reach mutual agreement as to their rights and obligations based on the relative importance of the contribution of each party; and the relationship of the subject matter to each party’s areas of responsibility hereunder. Further, each party’s contributions to any such inventions, works of authorship or proprietary technical data shall be deemed to be the work of the parties and not that of any individual(s). Each of the parties agrees to cause their employees to produce only “works made for hire” hereunder and will hold the other party harmless from their failure to do so.

Notwithstanding any of the forgoing and during the course of this Agreement, any inventions, works of authorship, software, and other intellectual property (as well as the copyrights, patents and similar rights
attendant thereto) that are required to be delivered hereunder or are required to be delivered by Tetra Tech to its Client and are:

- conceived of, reduced to practices or developed for the first time under this Agreement by the Consultant shall be deemed “works for hire” and all title shall belong to Tetra Tech;
- conceived of, reduced to practice, or developed jointly under this Agreement shall belong solely to Tetra Tech.

Further, each party agrees to require its employees, and if appropriate, other persons under contract to it, to provide reasonable assistance in the procurement and protection of rights conferred by this Section and to execute all lawful documents in conjunction therewith. Expenses incurred in conjunction with the preparation of patent applications, applications for copyright registrations and in enforcing proprietary rights therein shall be borne by the party owning such rights or, if jointly owned, by the parties in proportion to their respective interests.

XX. COVENANT NOT TO COMPETE ON RELATED WORK
The Consultant will not, directly or indirectly, whether on its behalf or on behalf of anyone else, solicit or accept Requests for Proposals or task orders, contracts, Agreements, teaming agreements or purchase orders from the Client or any prime or Consultant to the Client (other than Tetra Tech) relating to any work (including “follow-on” work) which Consultant performed pursuant to this Agreement, without express permission from Tetra Tech. Tetra Tech will permit the Consultant to compete for or perform such work only to the extent Tetra Tech views such actions as not in competition with Tetra Tech. Tetra Tech will have the right to make such a determination in its sole discretion and without disclosure or documentation of its rationale. This restriction applies during the term of this Agreement and survives the termination of this Agreement for any reason and continues for one year thereafter.

XXI. PROTECTION OF RIGHTS IN INVENTIONS AND WORKS OF AUTHORSHIP
During the performance of this Agreement, the Consultant will grant rights in data to the Client (and to Tetra Tech to the same extent as the Client) in accordance with the following 48 CFR §§, Federal Acquisition Regulation, clauses, which hereby apply mutatis mutandis to the Consultant:

52.227-14 RIGHTS IN DATA—GENERAL (JUN 1987)
   ALTERNATES I - V (JUN 1987)
52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-17 RIGHTS IN DATA – SPECIAL WORKS (JUN 1987)
52.227-18 RIGHTS IN DATA – EXISTING WORKS (JUN 1987)

Each party agrees to require its employees, and if appropriate, other persons under contract to it, to provide reasonable assistance in the procurement and protection of rights conferred by this Section and to execute all lawful documents in conjunction therewith.

XXII. TITLE TO INFORMATION AND EQUIPMENT
All information of whatever type developed in whole or in part by the Consultant under this Agreement relating to the work performed under this Agreement shall be considered “works for hire” and shall be the exclusive property of Tetra Tech’s Client. All non-expendable property, instruments and products purchased by the Consultant pursuant to this Agreement and paid for by Tetra Tech shall be the exclusive property of the Project or as designated by the Client. Upon termination of this Agreement, the Consultant shall dispose of such items as directed by Tetra Tech.

XXIII. PROPRIETARY RIGHTS
Tetra Tech shall be afforded, to the extent required to meet its obligations under this Agreement, the Prime Contract or other Agreements awarded under the Prime Contract, the same rights and obligations
as the Government regarding technical data, computer software and other deliverables owned by Consultant and delivered or used under this Agreement, subject to the limitations set forth hereunder.

**XXIV. PUBLICITY RELEASES**

No publicity releases, including news releases and advertising, relating to this Agreement, and the Services performed hereunder, shall be issued by the Consultant without the prior written approval of Tetra Tech or the Client, as appropriate, which approval shall not be unreasonably withheld. Any technical paper, article, publication or announcement in connection with the Services performed hereunder must be approved by Client prior to publication and shall give credit to the Client as the sponsor of the work product, in accordance with AIDAR 752.7034, “Acknowledgment and Disclaimer.”

**XXV. NOTICES**

Any notice required to be given hereunder shall be deemed to have been sufficiently given when sent by e-mail to the individuals set forth below and when such e-mail is acknowledged. An initial e-mail notice must request acknowledgement by reply e-mail, which will be promptly provided as soon as the recipient becomes aware of the e-mail. If the recipient of such notice does not acknowledge receipt of the e-mail after 24 hours, the sender shall resend the e-mail and again request a response. This Notice process is intended to recognize that the individuals identified below frequently travel overseas and that e-mail communication may be the most expedient and reliable method of communicating.

**For Tetra Tech:**

Chief of Party  
Armen Arzumanyan  
email: Armen.Arzumanyan@tetratech.com

Contracts Representative  
Viet D. Nguyen  
email: Viet.Nguyen@tetratech.com

**For the Consultant:**

Consultant  
Last Name, First Name  
email: [email]

**XXVI. DISPUTES AND ARBITRATION**

Any legal action or proceeding with respect to the Agreement may be brought in the courts of the Commonwealth of Virginia or the United States of America for the Eastern District of Virginia and, by execution and delivery of the Agreement, each Party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each Party further irrevocably consents to the service of process out of any of the aforementioned courts in any action or proceeding by the mailing of copies thereof by guaranteed overnight courier to such Party at its address set forth in the Agreement, such service to become effective seven (7) business days after such mailing. Nothing in the Agreement shall affect the right of Tetra Tech to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Client in any other jurisdiction. Each Party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with the Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

**XXVII. TERMINATION OF AGREEMENT**

Tetra Tech shall have the right to terminate, in whole or in part, this Agreement at any time by a written notice to the Consultant whenever such termination is determined by Contracts Manager, in his/her sole discretion, to be in the best interest of Tetra Tech, the Client, the Host Country, or the assigned project, or whenever the Consultant fails to properly perform in a manner satisfactory to Tetra Tech.

Notwithstanding any other provisions of the Agreement, the work contemplated hereunder may be immediately terminated by Tetra Tech in the event of death or lengthy incapacitation of key personnel or
in the event the Consultant is not given the necessary approval and/or clearance by the Client or in the event such approval and/or clearance is withdrawn.

The Consultant acknowledges and agrees that it serves at the pleasure of the Host Country, and Tetra Tech reserves the right to remove any Consultant, or particular employee(s) or consultant(s) of the Consultant, if Tetra Tech decides, at its sole discretion, that such measures are in the best interest of the Host Country and the project.

The Consultant shall also have the right to terminate, in whole or in part, this Agreement at any time by a written notice to Tetra Tech whenever such termination is determined by the Consultant in his/her sole discretion, to be in the best interest of the Consultant.

XXVIII. ENTIRETY OF AGREEMENT AND GOVERNING LAW

This Agreement, together with its attachments, (which terms shall include data, specifications, and other documents referenced) contains the entire agreement of the parties and no amendment, alteration, or other change to any provision which is inconsistent with or in addition to the terms and conditions herein shall be effective unless implemented by a mutually agreed upon, written modification to this Agreement accepted by the Consultant. Additionally, this Agreement supersedes all prior oral or written agreements, if any, between the parties.

Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws rules thereof.

XXIX. USAID SPECIAL PROVISIONS

NONDISCRIMINATION (JUNE 2012)

FAR Part 27 and the clauses prescribed in that part prohibit Subcontractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran’s status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Subcontractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its Subcontractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

(End of Provision)

AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

(a) Except as may be specifically approved by the Contracting Officer, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 “Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds.” The authorized source for
procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Subcontractor must not procure any of the following goods or services under this contract:

(1) Military equipment
(2) Surveillance equipment
(3) Commodities and services for support of police and other law enforcement activities
(4) Abortion equipment and services
(5) Luxury goods and gambling equipment, or
(6) Weather modification equipment.

(c) Restricted goods. The Subcontractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

(1) Agricultural commodities,
(2) Motor vehicles,
(3) Pharmaceuticals and contraceptive items
(4) Pesticides,
(5) Fertilizer,
(6) Used equipment, or
(7) U.S. government-owned excess property.

If USAID determines that the Subcontractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Subcontractor to refund the entire amount of the purchase.

(End of Provision)

AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)
(Class Deviation OAA-DEV-14-01c)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer’s Representative (COR) if delegated in the Contracting Officer’s Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Subcontractor shall therefore present to the CO or the COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO’s or COR’s (if delegated by the CO) prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Subcontractor shall notify the cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

(End of Provision)

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:


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

(End of Provision)

USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)

(a) Definitions:
“Third-party web sites”
Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The Subcontractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

(1) Working through the COR, the Subcontractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site’s launch as possible.


(3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states: “The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government.”

(4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(5) The Subcontractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Subcontractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(6) The Subcontractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To
minimize security risks and ensure the integrity and availability of information, the Subcontractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(7) The Subcontractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the Subcontractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Subcontractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to http://www.usaid.gov.

(End of Provision)

CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

The Subcontractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

a. Twenty (20) or more USAID employees are expected to attend.

b. The net conference expense funded by USAID will exceed $100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees.

For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services Subcontractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the contract. Any subsequent requests for approval of conferences must be submitted by the Subcontractor to the COR. The COR will obtain the required agency approvals and communicate such approvals to the Subcontractor in writing. The request for conference approval must include:

A brief summary of the proposed event;
A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional Subcontractors);
The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

(End of Provision)

ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations
There is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in AIDAR 752.7007 Personnel Compensation, unless an advance written waiver is granted by the USAID Procurement Executive.

(b) Salaries during Travel
Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees
Salaries and wages paid to an employee serving overseas who is discharged by the Subcontractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to his/her point of origin by the most direct and expeditious air route.

(d) Definitions
As used herein, the terms “Salaries,” “Wages,” and “Compensation” mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this Contract entitled “Differentials and Allowances” (AIDAR 752.7028), unless otherwise stated. The term “compensation” includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges under the Contract.

(End of Provision)

AUTHORIZED GEOGRAPHIC CODE

The authorized geographic codes for procurement of goods and services under this Contract are 110 and 937 for the prime Contract and its Subcontractors or as specified in task order. Code 937 is defined as the United States, the cooperating/country, and developing countries other than advanced developing countries, and excluding prohibited sources. Code 110 is defined as the United States, the independent states of the former Soviet Union, or developing country, but excluding any country that is a prohibited source. Procurement of Agricultural commodities and related products, motor vehicles and pharmaceuticals is subject to the limitations in 22 CFR 228.19 and will require a waiver.
(End of Provision)

DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to AIDAR 752.228-3 Worker’s Compensation Insurance (Defense Base Act), USAID’s DBA insurance carrier is Allied World Assurance Company (AWAC). To obtain DBA insurance, Subcontractors are to contact Allied’s agent, AON Risk Insurance Services West, Inc. at one of the following office:

1) AON Risk Insurance Services West, Inc. 2033 N. Main St., Suite 760
   Walnut Creek, CA 94596-3722
   Hours: 8:30 A.M. to 5:00 PM, Pacific Time
   Primary Contact: Fred Robinson
   Phone: (925) 951-1856
   Fax: (925) 951-1890
   Email: Fred.Robinson@aon.com

b) In compliance with new Agency guidelines, Subcontractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document must be provided prior to start of performance overseas.

c) New Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>Services</th>
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Notes:

For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the “measurement date”.

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be $7.50/$100 employee remuneration.

2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be $10.00/$100 employee remuneration.

3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be $12.50/$100 employee remuneration.
4) Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at https://www.dol.gov/owcp/dlhwc/NAWWinfo.htm

5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security. Upon the Option Year being exercised, the Subcontractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

NOTE: Tetra Tech will procure on the Consultant’s Behalf Defense Base Act Insurance (DBA) for time spent in the field.

(End of Provision)

LOGISTIC SUPPORT

The Subcontractor will be responsible for all administrative and logistic support required to fulfill the requirements of this Contract in the U.S. and overseas.

(End of Provision)

EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 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 responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this contract.

(End of Provision)

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES
(JAN 2002)

Funds in this Contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference “Guidance on Funding Foreign Government Delegations to International Conferences” or as approved by the CO.

(End of Provision)

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS
USAID reserves the right to terminate this contract, 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.

(End of Provision)

ENVIRONMENTAL COMPLIANCE

1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201.5.10g and 204 (http://www.usaid.gov/policy/ADS/200/), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

Subcontractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs.

1b) In addition, the Subcontractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

2) Initial Environmental Examination (IEE) Asia 17-033 has been approved for the activities funding this contract. IEE Asia 17-033 is a supplement to IEE Asia 14-69 - Regional Energy and Water Cooperation in Central Asia), FY 2014-2020 (Programmatic). The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Subcontractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

[Reserved]

4a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Subcontractor, in collaboration with the USAID Contracting Officer’s Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

4b) If the Subcontractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

5. When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the Subcontractor shall:

5a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the Subcontractor shall prepare an EMMP or M&M Plan describing how the Subcontractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

5b) Integrate a completed EMMP or M&M Plan into the initial work plan.

5c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

[6-7 Reserved]

(End of Provision)

**GENDER CONSIDERATION**

To the greatest extent possible, the Subcontractor must seek to include both men and women in all aspects of this project including participation and leadership in [e.g., meetings, training, etc.]. The Subcontractor must collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The Subcontractor must look for gender implications or opportunities in the project, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of project implementation and internal management.

(End of Provision)

**EXCHANGE VISITORS AND TRAINING**

Definition: An eligible host-country resident or national sponsored by USAID for a learning activity conducted within the U.S., a third country or in-country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the participant) interacts with a knowledgeable professional predominantly for the purpose of acquiring knowledge, skills, or information for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

All counterparts/recipients/Subcontractors are required to enter all training related data into TraiNET/VCS system. USAID’s TraiNET system is a web-based repository that enables the planning and reporting of information on all USAID-funded training and education data. This includes all in-country, third-country, regional, and U.S. training that takes place during each fiscal year. Accurate and complete
data entry will allow Bureau of Economic Growth and Trade (EGAT) in Washington D.C. to complete its annual submission to the State Department. This data is also shared with the Congress and other interested parties. It is important that each Mission be able to showcase the short and long term training and education that have taken place across its portfolio.

Application of ADS Chapter 252 and ADS Chapter 253: The Subcontractor must conform to U.S. Government regulations on Visa Compliance for Exchange Visitors, Training for Development, and USAID/Vietnam-specific requirements for processing of J-1 Exchange Visitors. The Subcontractor must enter applicable information into USAID’s web-based training information system, TraiNet, for any exchange visitors, participant training, third-country training, or in-country training funded through this contract. Information on Visa Compliance for Exchange Visitors and Participants Training Capacity Development requirements is available in ADS Chapters 252 and 253 at http://www.usaid.gov/who-we-are/agency-policy. For assistance and further details on legal restrictions, the Subcontractor may consult with the COR.

References and Authorities:

(END OF PROVISION)

GOVERNMENT FURNISHED FACILITIES OR PROPERTY

The Subcontractor and any employee or consultant of the Subcontractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or facilities is specifically authorized in advance, in writing, by the CO.

(END OF PROVISION)

COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

(a) The Subcontractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board’s Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Subcontractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The Subcontractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The Subcontractor must maintain this detailed listing of compliant products for the full Contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this Contract by the Government that does not comply with 36 CFR Part 1194, the Subcontractor must, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost
neutral, on either the planned refresh cycle of the product or service, or on the Contract renewal date, whichever occurs first.

(End of Provision)

ELECTRONIC PAYMENTS SYSTEM

1. Definitions:
   a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated Payee.
   b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The Subcontractor agrees to use an electronic payment system for any payments under this award to beneficiaries, Subcontractors, or grants under contracts, where applicable.

3. Exceptions. The Subcontractor is allowed the following exceptions, provided the Subcontractor documents its Contract file with the appropriate justification:
   a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
   b. Cash payments made to payees where the Subcontractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
   c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than $3000, when payment through an electronic payment system is not reasonably available.
   d. The Subcontractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Subcontractor’s written justification, which provides a basis and cost analysis for the requested exception.


(End of Provision)

CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project must be considered the property of USAID and must not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations must be considered confidential and proprietary.

(End of Provision)

INHERENTLY GOVERNMENTAL AND CLOSELY ASSOCIATED FUNCTIONS
The Subcontractor may not perform any inherently governmental functions under the contract. The Subcontractor may not perform any closely associated functions under this Contract without the prior written approval of the Contracting Officer. The definition of closely associated function is provided in the Office of Management and Budget, Office of Federal Procurement Policy (OFPP) Policy Letter 11–01 “Performance of Inherently Governmental and Critical Functions”.

(End of Provision)

AUDITS OF SUBCONTRACTS WITH NON-U.S. ORGANIZATIONS

a. Allowable Costs and Responsibilities

(1) If the Subcontractor provides subcontracts funded with USAID resources to organizations to carry out the USAID-financed program and activities, the Subcontractor is responsible for monitoring such Subcontractors. The costs for Subcontractor audits for non-U.S. organizations that meet the threshold in paragraph b. are allowable. The costs for Subcontractor audits for non-U.S. organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or not allowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

(2) This provision must be incorporated in its entirety into all subcontracts with non-U.S. organizations that are for more than $10,000.

b. Audit Requirements

(1) Non-U.S. Subcontractors must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any Subcontractor fiscal year in which the Subcontractor expends a combined total of $300,000 or more in all USAID awards, either directly or through another USAID Subcontractor or recipient, excluding fixed price contracts and fixed amount awards.

(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor’s report, but no later than nine months after the end of the period audited.

(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.

(iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this clause, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(2) Non-U.S. Subcontractors are not required to have an annual audit for any Subcontractor fiscal year in which the Subcontractor expends a combined total of less than $300,000 in all USAID awards, either directly or through a prime Subcontractor or recipient, excluding fixed price contracts and fixed amount awards. However, the Subcontractor must make records pertaining to this award for unaudited periods available for review by USAID officials or their designees upon request.

(3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

XXVIII. SUBMISSION AND CERTIFICATION OF COST OR PRICING DATA
In signing this Agreement, the Consultant hereby warrants and certifies that all cost and/or pricing data provided to Tetra Tech as of the effective date of this Agreement is complete, current and accurate. Such cost and/or pricing data includes but is not limited to that provided in the Consultant's original proposal, subsequent negotiations, overall budget estimate, agreed upon rates of compensation and all costs invoiced for under this Agreement.

XXIX. ORDER OF PRECEDENCE
In the event of any inconsistencies, ambiguities, or conflicts of interpretation between this Agreement document and the Attachments hereto, the order of precedence for governance of intent and meaning shall be (1) this Agreement; (2) Attachment A, “Statement of Work”; (3) Attachment B, “Detailed Budget”; (4) Attachment C, “Other Authorization: Prime Contract Clauses Applicable to Agreements”; and (5) All other applicable AIDAR and FAR regulations and requirements.
Project Code: 154-PTF-TO1-1719.XXX.XXX

Position: [Project Title]

USAID funded Power the Future (PtF) project implemented by Tetra Tech is hiring international hydro power technical expert to provide consulting services in support of support of hydro power development in Tajikistan.

Background

Energy is critical for economic growth of Central Asia. Providing clean, renewable energy and improving energy efficiency can solve issues on national and regional energy security, stability, and growing emissions. Clean energy can provide needed generation capacity from domestic resources and improve opportunities for cross-border trade. Yet, each country in Central Asia is driven by different priorities and challenges in their power sector.

In 2017, US Agency for International Development (USAID) has launched the Power the Future (PtF) program. The goal of this initiative is to accelerate the regional transition to cost effective, low emission, climate resilient economies, primarily through increasing the deployment of renewable energy and energy efficiency in all five Central Asia countries. The program is working in Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, and Uzbekistan, following international best practices, to create effective enabling environments for private sector investments in renewable energy that account for existing wholesale and retail electricity prices. PtF is also supporting development of policy and regulatory preconditions for investment in renewable energy and energy efficiency as well as information and knowledge sharing.

Statement of Work

Expected Results and Deliverables:

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Deadline</th>
<th>Submitted to and Accepted by:</th>
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</thead>
</table>

END OF ATTACHMENT A
Attachment B
Detailed Budget

All work performed by the Consultant under this Agreement with Tetra Tech ES, Inc. will be compensated at a fixed rate of USD 180.00 per day. The Consultant shall be compensated for a maximum of XX days of labor. A day of labor for purposes of this Agreement comprises a minimum eight (8) hours within a 24-hour period and the Consultant is allowed to bill a sixth work day when in the field but only five days when at the home base. Services for which compensation will be due under this Agreement are outlined in Attachment A, “Statement of Work.”

The following detailed budget is estimated for this Agreement:

1. **DAILY RATE:** All work performed by the Consultant under this Agreement with Tetra Tech ES, Inc. will be compensated at a fixed rate daily rate, plus authorized expenses at cost, not to include vacation, sick leave and holidays. A day of labor for purposes of this Agreement comprises a minimum eight (8) hours within a 24-hour period. The Consultant is only allowed to bill five days within a one-week period when at home base.

2. **DEFENSE BASE ACT INSURANCE:** Tetra Tech will procure on the Consultant’s Behalf Defense Base Act Insurance (DBA) for time spent in the field. Additional information can be found in AAPD 17-01, here: [https://www.usaid.gov/work-usaid/aapds-cibs/aapd-17-01](https://www.usaid.gov/work-usaid/aapds-cibs/aapd-17-01)

END OF ATTACHMENT B
Attachment C

OTHER AUTHORIZATION: PRIME CONTRACT CLAUSES INCORPORATED BY REFERENCE AND FULL TEXT

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, Tt will make their full text available.

Whenever necessary to make the context of the FAR and AIDAR clauses applicable in this Agreement, the term “Contractor” shall mean “the Consultant”, the term “Contract” shall mean this Agreement, and the terms “Government”, “Contracting Office” and equivalent phrases shall mean Tt 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 Contractor in a contract with an agency of the United States Government shall apply to the Consultant as obligations to either Tt or the Government, as applicable.

All clauses from Section I of the Prime Contract flow down as applicable.

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: https://www.acquisition.gov/far/
AIDAR: http://www.usaid.gov/ads/policy/300/aidar

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 http://acquisition.gov/far/index.html for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)

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52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)

(DEVIATION 2015-02)

(a) The Subcontractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Subcontractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further...
Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Subcontractor is not in compliance with the provisions of this clause.

(e) The Government may seek any available remedies in the event the Subcontractor fails to comply with the provisions of this clause.

(End of clause)

52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(f) Any tax or duty from which the United States Government is exempt by agreement with the Government of the countries specified in the place of performance of this contract, or from which the Subcontractor or any subcontractor under this Contract is exempt under the laws of the countries specified in the place of performance of this contract, shall not constitute an allowable cost under this contract.

(g) If the subcontractor under this Subcontract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

1.7 752.7032 INTERNATIONAL TRAVEL APPROVALS AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the contracting officer, or the contracting officer's representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Subcontractor must therefore present to the contracting officer or the contracting officer's representative, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The contracting officer's or contracting officer's representative's (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Subcontractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

(End of clause)

End of Attachment C
EXHIBIT 1
CONSULTANT CERTIFICATIONS

1. Name (SURNAME, First Name):

2. Nationality:

3. Permanent Residence Address:

4. Type of Business Entity
   ☐ individual
   ☐ partnership
   ☐ corporation
   ☐ other (please specify): ____________________________

5. Tax Status
   The Consultant certifies that he/she is ☐ is not ☐ subject to U.S. taxation.
   If the Consultant is subject to U.S. taxation, please provide SSN/TIN:
   ____________________________________________________________ (one box per number or dash)
   This should be the same number the Consultant uses for reporting income tax and other returns. The TIN may be used by the U.S. Government to collect and report on any delinquent amounts arising out of the Consultant's relationship with the Government (through Tetra Tech), per 31 USC 7701(c)(3).

6. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (FAR 52.209-5)
   The Consultant certifies, to the best of his knowledge and belief, that:
   (i) The Consultant:
       (A) is ☐ is not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any U.S. Federal Government agency
       (B) has ☐ has 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 Agreement; 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) is ☐ is 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 Consultant, 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 Consultant has responded affirmatively, the Consultant shall provide additional information if requested by the Contracting Officer; and

(iii) The Consultant 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) 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) 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 Consultant’s responsibility. Failure of the Consultant to furnish a certification or provide such additional information as requested by the Contracting Officer, or Tetra Tech, may render the Consultant non-responsible.

(c) 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 a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) 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 Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may require Tetra Tech to terminate the contract resulting from this solicitation for default.

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

Signature: _______________________________ Date: _______________________________