



Request for Proposal (RFP)

Date of Issuance: 23 June 2021
Closing Date for Questions: 02 July 2021
Closing Date for Submission of Proposal: 12 July 2021
Subject: Tetra Tech ARD Request for Proposal No.026 entitled “**RFP No.026, Implementation of Nature Education Camp as an eco-enterprise in Gaya landscape for Forest-PLUS 2.0**”

Dear Sir/ Madam,

You are kindly invited to submit a technical and financial proposal relating to Tetra Tech ARD.
Request for Proposal No. 026.

- Tetra Tech ARD intends to issue a **Firm Fixed Price subcontract** for this work
- Costs incurred by respondents for the preparation of a proposal and the negotiation of contract are not reimbursable.
- Tetra Tech ARD is not bound to accept any of the proposals submitted.
- Tetra Tech ARD reserves the right to accept an offerors proposal without further discussion.
- Tetra Tech ARD will only evaluate proposals from registered, qualified firms to execute and implement the work under this project.
- Offerors are required to obtain DBA Insurance prior to commencement of any services. See section 3. Financial Proposal for more information.
- The Offers must be able to complete all the items stated in the Statement of Work in Attachment A.
- Offerors **MUST NOT** provide any goods and/or services that utilize telecommunications and video surveillance products from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, in compliance with FAR 52.204-25.

Please note that in submitting a response to this RFP, the Offeror understands that USAID is not a party to this solicitation and the Offeror agrees that any protest hereunder must be presented – in writing with full explanation – to Tetra Tech ARD for consideration as USAID will not consider protests regarding procurements carried out by implementing partners. Tetra Tech ARD, at its sole discretion, will make a final decision on the protest for this procurement.

Questions:

All questions and inquiries related to this request must be submitted prior to the Closing Date for questions shown above for this RFP. All “Offerors” must submit their questions to Tetra Tech ARD via the below email address:

procurement@forestplus.org

The subject line should have: “**Questions for RFP No.026, Implementation of Nature Education Camp as an eco-enterprise in Gaya landscape for Forest-PLUS 2.0**”



In compliance with standard procedure, all inquiries and comments will be shared with the rest of the Offerors along with Tetra Tech ARD's response. Questions received after the closing date for questions may not be answered.

Proposal Submittal requirements:

- Proposals shall be submitted via email.
- The Subject line of the email should read: "**Proposal for RFP No.026, Implementation of Nature Education Camp as an eco-enterprise in Gaya landscape for Forest-PLUS 2.0**"
- All data presented in the prescribed formats should be non-proprietary in nature without password protection and free of restrictions.
- Proposals received after the exact time specified for receipts of offer shall be considered late and will be considered only at the discretion of Tetra Tech ARD.

Respondents shall receive an email acknowledging that their Proposal has been received upon its submission.

Proposal Instructions and Required Format

It is requested that Offerors organize their Technical and Financial Proposals as noted below. This request is made to facilitate Tetra Tech ARD's review of the submitted material thus enabling a rapid decision and contracting process.

The Offeror shall submit its best price offer/proposal to complete the Statement of Work (SOW) in Attachment A and shall contain the following information detailed in Sections 1 thru 4 below:

1. Proposal Cover Letter:

The proposal cover letter should be signed by an authorized representative.

2. Technical Proposal:

The technical proposal must be written in English. There should be a maximum of 10 type-written pages, excluding Attachments/supporting documents, with no more than 3 pages covering A. Firm Information and B. Corporate Capabilities and Past Performance. (Desired Format - Type: Times New Roman, Font Size 11, Margins: 1" all around).

The technical proposal shall address the subjects outlined below:

A. Firm Information

- Provide the name, address and copy of your firm's business registration.
- Provide the primary contact information for this project.
- If you intend to subcontract any portion of the requested work to other firms or institutions, provide the above information for each partner and the percentage of the work that they will be performing.
- Please describe your firm's management structure, list all owners.

B. Corporate Capabilities and Past Performance

- i. Summary of Corporate Capabilities.

- ii. Summary of relevant past experience your firm has had in performing work similar to that described in Attachment A. Statement of Work.
- iii. Performance references for similar projects.
For each project, please include the name of the client and his or her contact information (current and most recent information required, within the last three years). It is Tetra Tech ARD's intention to contact some of these clients for testimonials regarding your firm's performance in these areas:
 - The quality of the work performed by the Offeror,
 - The timeliness of the effort performed by the Offeror, and
 - Whether the Client would use Offeror's services should they have similar needs in the future?

C. Technical Approach

- i. Please submit a detailed technical write-up of the proposed implementation strategy and management for this specific project detailed in Attachment A.
- ii. **Offerors must include a Gantt Chart Schedule.**
- iii. Identify the Key Personnel that would be working on this project assuming an award. Please include a brief statement about their capabilities and experience. CVs should be provided.

3. Financial Proposal

The Offeror's proposed Financial proposal must represent its best price offer in response to the solicitation, and shall contain the following:

- A. Budget.** Offerors must use budget template in Attachment B.
- B. Budget narrative.** A detailed narrative describing the basis on which the costs were derived should be provided to allow a complete analysis of the Offeror's cost/price.

Please note, in accordance with USAID regulations, Offerors should budget for worker's compensation insurance with USAID's approved DBA insurance provider – AON Risk Insurance. Details and pricing for DBA insurance can be found here: <https://www.usaid.gov/sites/default/files/documents/1868/AAPD17-01-Revised.pdf>. Offerors are requested to please include in the budget a line under ODCs for DBA insurance for budgeted staff (long and short term), and may include the costs of the wire transfer payment. As a reminder, DBA insurance is only applied as a percentage of an individual's actual base salary, not as a percentage of the fully burdened fixed daily rate.

Additionally, please note that the selected Offeror will need to ensure that a DBA insurance policy is obtained from AON Risk Insurance. The first deliverable of any awarded subcontract will be submission of documentation verifying that DBA insurance is in place.

4. Required Certifications

Offeror shall submit the required signed certifications as indicated in Attachment D.

List of RFP Attachments:

Attachment A: Statement of Work
Attachment B: Budget Template
Attachment C: Proposal Evaluation Criteria
Attachment D: Required Certifications

Attachment (A)

Statement of Work

Project Title: Implementation of Nature Education Camp as an eco-enterprise in Gaya landscape

1.0 Background and Rationale

Forest-PLUS 2.0: forest for water and prosperity, is a joint program of the United States Agency for International Development (USAID) and the Ministry of Environment, Forest and Climate Change (MoEFCC). The contract for Forest-PLUS 2.0 was awarded by USAID to Tetra Tech on December 4, 2018. The purpose of the contract is to provide **technical assistance** that supports the Government of India (GoI) and other stakeholders to manage forests as important components of a broad-based, inclusive and sustainable approach to economic growth that meets local needs and addresses global environmental challenges.

The overall goal of the project is to improve management of targeted landscapes in three states in India to enhance ecosystem services and increase inclusive economic opportunities.

The targeted landscapes are:

- a) Thiruvananthapuram Forest and Wildlife Divisions in Kerala (Thiruvananthapuram and Kollam Districts),
- b) Medak Forest Division in Telangana (Medak District) and
- c) Gaya Forest Division in Bihar (Gaya and Jehanabad Districts).

Forest-PLUS 2.0 has already established partnership with the respective State Forest Departments for implementation of different interventions. The principal objectives of the Program are:

1. To strengthen ecosystem-based management of forest landscapes
2. To factor ecosystem services into management of forest landscapes
3. To increase economic opportunities from improved landscape management

Forest-PLUS 2.0 is working with Gaya Forest Division in Bihar to implement agroforestry and community-based ecotourism value chains to create economic opportunities for local communities with a focus on women, youth and marginalized communities.

BodhGaya and Gaya are well-known spiritual tourism destinations in Bihar having an annual tourist footfall of about 6 million from two important faiths i.e. Buddhism and Hinduism. Forest-PLUS 2.0 intends to promote organization of nature education camps (NECs) as community enterprises in Gaya (Barabar Hills, Dungeshwari Hills, and Gautam Buddha Wildlife Sanctuary), Bihar to sensitize visitors and students to contribute to reforestation and the conservation of various natural ecosystems including forest and wildlife, which are essential for human well-being. Visitors and students will also be motivated to adopt a low carbon footprint.

Forest-PLUS 2.0 proposes to work with a subcontractor to assist Gaya Forest Division, Bihar Forest Department and local communities to test and demonstrate the viability of nature education camps as a conservation and eco-enterprise. Lessons learned from the development of this eco-

enterprise will inform further development of similar eco-enterprises in the landscape. The subcontractor will assist Forest-PLUS 2.0 and Gaya Forest Division to develop modules and materials for nature camps in consultation with different stakeholders including the Forest Department, subject matter specialists, educational institutions, tour and travel operators and Eco Development Committees. The subcontractor will assist Gaya Forest Division to identify sites for nature camps, nature trails and other associated activities and set up of camping facilities. The technical service provider will train the local communities/EDCs to manage the camp, activities, trails etc. The subcontractor will organize the paid nature camp in collaboration with the staff of Gaya Forest Division and EDCs in selected locations and subcontractor provides mentoring to the EDCs to organize appropriate activities for the nature education camps.

2.0 Objectives of the assignment

Nature Education Camps (NEC) are an effective form of ecotourism and a great tool to safeguard nature by sensitizing and educating society, especially students. They can help to mobilize interest and action for conservation among communities and, in the long-term, create strong support for conservation activities. NECs are a proven tool for holistic development of students and encourage the development of compassionate citizens in favour of nature conservation. Since no regular nature education camps are being organized by the Forest Department in Gaya Forest Division, it will be a new initiative involving different stakeholders.

The demonstration project will pave the way for the tour operators, adventure clubs and other service providers to promote nature camps and establish formal arrangements with the Forest Department as well as communities/ EDCs to run nature camps as a business model. It is anticipated that the schools and other educational institutions will have the major buy-in for the nature camps and will form formal engagements with the Forest Department for conducting nature camps, tree planting and forest conservation activities on a regular basis.

While promoting nature conservation, this demonstration project will create an economic opportunity for the local communities that will be at the helm of affairs related to hospitality services, nature trails, nature camping, organization of outdoor activities etc. This demonstration project will mobilize educational institutions, tourists and local communities to work for reforestation and forest conservation. Eventually the revenue generated from nature camps will be used for forest conservation and livelihood enhancement of the local communities.

3.0 Activities and Tasks

Tasks, activities and timelines for implementation of this eco-enterprise are summarized in the table below.

No.	Tasks/ Activities
1.0 Setting up of camping infrastructure for the EDC	
1.1	<ul style="list-style-type: none"> Set up camping infrastructure (Tents, mats, beddings, mobile kitchen with equipment, mobile toilets, adventure sports equipment etc.) to accommodate 40 students for nature camps - meetings with Gaya Forest Division and EDC for site identification and necessary land cleaning, landscaping etc., procurement of the tents and other equipment, set up in the site identified by EDC and DFO, Gaya.
1.2	<ul style="list-style-type: none"> Preparation of modules and materials for nature education camps

No.	Tasks/ Activities
1.0 Setting up of camping infrastructure for the EDC	
1.3	<ul style="list-style-type: none"> Training of the EDC on nature camp management (10 days of training to 30 members – 10 from one EDC x 3) – accommodation, local food, nature education activities, adventure sports activities etc.
1.4	<ul style="list-style-type: none"> Facilitating organization of paid nature camps for the students (At least 10 camps over a period of 3 months) – contact with schools for sending their students, contact with tour operators for sending students as well as tourists, planning of different activities, assistance to EDCs in organizing the camps etc.
1.5	<ul style="list-style-type: none"> Final report on the success of the enterprise, building linkages with potential public and private sector agencies for sustainability of the enterprise, and potential expansion/ replication of the enterprise

4.0 Deliverables and Due Dates

The deliverables table below presents the expected deliverables related to the activities, tasks and timelines above.

No.	Deliverable	Due Date
1	Report on setting up of the camping infrastructure (Task 1.1)	August 31, 2021
2	Finalised modules and materials for 3-day paid nature camps for students and also for the tourists (Task 1.2)	September 15, 2021
3	Report on training members of the EDCs on nature camp management (Task 1.3)	September 30, 2021
4	Report on organization of paid nature camps (Task 1.4)	November 10, 2021
5	Final report on the successful implementation of the demonstration project, lessons learnt and next course action for scaling up (Task 1.5).	November 22, 2021

5.0 Tenure of assignment

The assignment is for a period of 4 months. It is anticipated that the assignment will be completed between August 1, 2021 and November 30, 2021.

Business delays and disruptions may occur due to Coronavirus (COVID-19)

6.0 Location of the assignment

The selected organization will liaise with the Forest-PLUS 2.0 team in New Delhi.

This assignment and will be performed in Gaya landscape, Bihar.

7.0 Reporting

The Subcontractor will work closely with the Regional Director of Forest-PLUS 2.0 based in the landscape, Enterprise Development Specialist based in Delhi, and Divisional Forest Officer, Bihar Forest Department, Gaya. The activities of the subcontractor will be planned and reviewed by the Forest-PLUS 2.0 team on a monthly basis. The subcontractor will make presentations to the Forest-PLUS 2.0 team on the progress of work, success stories and lessons learnt as and when necessary. The Enterprise Development Specialist and Chief of Party will approve subcontractor's deliverables prior to full payment.



**Attachment (B)
Budget**

The Offeror must use the budget template in Appendix B.

**Attachment (C)
Proposal Evaluation Criteria**

All responsive proposals received in response to this RFP will be evaluated and scored on Technical and Cost factors. The Subcontract shall be awarded to the firm which has the highest total proposal evaluation score based on the Evaluation Criteria outlined below.

Technical Evaluation Criteria	Maximum Points
Part A - Firm Information (Maximum 10 Points)	
Did the offeror provide all of the requested information?	3
Are the skills and experience of the proposed Key Personnel applicable to the work to be performed under the Statement of Work?	7
Part B - Past Performance (Maximum 40 Points)	
Does the Offeror have relevant experience doing similar work in the last 5 years, and have they provided past project and client information?	15
Demonstrated prior experience of working with public and private sector agencies for implementation of similar enterprise development activities.	10
Demonstrated prior experience of leveraging of resources for enterprise development, sustainability and scaling up in community-public-private partnership	15
Part C - Proposed Technical Approach to Complete the Work (Maximum 20 Points)	
Robustness and Reasonableness of Offeror's approach and methodology to implement nature education camps as a self-sustaining eco-enterprise	10
Reasonableness of the Offeror's proposed schedule to complete Activities	10
Technical Evaluation Scoring - Possible Total Score 70	70
Cost Evaluation Criteria:	Maximum Points
Cost Effectiveness (Maximum 30 points)	
Comparison with Internal Estimate	7
Comparison to Other Bidders Proposals (lowest price ranked maximum points, and then de-rated on a percentage basis downward)	15
Cost realism: feasibility, reasonableness, completeness and allocability?	8
Cost Evaluation Scoring - Possible Total Score 30	30
Possible Total Score – 100	100

Attachment (D)

Certifications

1. CERTIFICATION REGARDING RESPONSIBILITY MATTERS.

FAR Reference 52.209-5.

As prescribed in 9.104-7(a), insert the following provision:

Certification Regarding Responsibility Matters (AUG 2020)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that –
- (i) The Offeror and/or any of its Principals –
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (D) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with determination of the Offeror's: responsibility. Failure of the



Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor non responsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

2. KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

22 CFR Part 140, Prohibition on Assistance to Drug Traffickers.

Note: This certification shall be filled by any key person proposed in the project.

I hereby certify that within the last ten years:

- 1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
- 2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- 3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

NOTICE:

- 1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
- 2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.
- 3. A false certification from a key person involved in the project, shall result in the termination of his/her contract with the operator.

3. CERTIFICATION REGARDING TERRORIST FINANCING



Implementation of Executive Order 13224

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

- (a) The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph (c).
- (b) The following steps may enable the Recipient to comply with its obligations under paragraph (a)
 - (1) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - (2) Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - (3) Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - (4) The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- (c) For purposes of this Certification-
 - (1) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (2) "Terrorist act" means-

- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- (3) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- (4) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (5) The Recipient's obligations under paragraph (a) are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term."

4. ANTI-KICKBACK PROCEDURES

FAR Reference 52.203-7. As prescribed in 3.502-3, insert the following clause:

Anti-Kickback Procedures (JUN 2020)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract, or in connection with a subcontract relating to a prime contract.



"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

- (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
- (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C.51-58) (the Act), prohibits any person from-

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the



contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may
 - (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
 - (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

5. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

FAR Reference 52.203-11. As prescribed in 3.808(a), insert the following provision:

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007)

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract



- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. ACKNOWLEDGEMENT OF ETHICAL AND BUSINESS CONDUCT REQUIREMENTS

Tetra Tech ARD is committed to integrity in procurement and subcontracting, and only selects offerors based on objective business criteria such as price and technical merit.

Tetra Tech ARD does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Tetra Tech ARD are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential offerors in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, Tetra Tech ARD will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFP certify that by submitting a proposal, they:

- i. Have disclosed any close, familial, or financial relationships with Tetra Tech ARD or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
- ii. Have disclosed any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- iii. Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- iv. Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- v. Certify understanding and agreement to Tetra Tech ARD's prohibitions against fraud, bribery and kickbacks.

Please contact ARD.Ethics@tetrattech.com or tetrattech@ethicspoint.com with any questions or concerns regarding the above information or to report any potential violations.



SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Contractor certifies that they are accurate, current, and complete, and that the Contractor is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

By signing below the subcontractor provides certifications for:

1. Certification Regarding Responsibility Matters - AUG 2020. (FAR Reference 52.209-5),
2. Prohibition on Assistance to Drug Traffickers. (22 CFR Part 140),
3. Certification Regarding Terrorist Financing. (Implementation of Executive Order 13224),
4. Anti-Kickback Procedures – JUN 2020. (FAR Reference 52.203-7), and,
5. Certification and Disclosure Regarding Payments to influence Certain Federal Transactions - SEP 2007 (FAR Reference 52.203-11).
6. Acknowledgement of Ethics and Business Conduct Requirements

RFP # and RFP Title: **RFP No.026, Implementation of Nature Education Camp as an eco-enterprise in Gaya landscape for Forest-PLUS 2.0**

Firm or Organization Name: _____

Name and Title: _____

Signature: _____ Date: _____

This entire Attachment D must be signed by Offeror and returned as part of the proposal submission.