



**TETRA TECH**

**Clean Cities, Blue Ocean (CCBO)**

Contract No.: AID-OAA-1-14-00059-7200AA19F00016

Date of Issuance: April 06, 2022  
Closing Date for Questions: April 14, 2022 (extend to May 13, 2022)  
Closing Date for Submission of Proposal: April 22, 2022 (extend to May 20, 2022)  
Subject: Clean Cities Blue Ocean (CCBO) Program  
**Request for Proposal No. 2022-06 entitled  
“Support the Implementation of Solid Waste  
Management Master Plan Development in Ambon  
City”**

Dear Sir/ Madam,

You are kindly invited to submit a technical and financial proposal relating to Clean Cities Blue Ocean (CCBO). **Request for Proposal No. 2022-06.**

- CCBO 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.
- CCBO is not bound to accept any of the proposals submitted.
- CCBO reserves the right to accept an offerors proposal without further discussion.
- CCBO 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 CCBO via the below email address: [indonesiaprocurement@cleancitiesblueocean.org](mailto:indonesiaprocurement@cleancitiesblueocean.org)

The subject line should have: **“Questions for Request for Proposal No. 2022-06”**

In compliance with standard procedure, all inquiries and comments will be shared with the rest of the Offerors along with CCBO’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: **“Request for Proposal No. 2022-06.”**
- Proposals received after the exact time specified for receipts of offer shall be considered late and will be considered only at the discretion of CCBO.

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 CCBO’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. Names and contact information for at least three references. Our intention is to contact recent clients to ask questions about their experience working with your firm.

##### **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. 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 (and will not count against the page limits).

### 3. Financial Proposal

The financial Proposal should be submitted as a separate document(s) from the Technical 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.  
There is no page limit for the inclusion of cost notes

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.

**NOTE:** As part of the financial review and negotiation, Tetra tech ARD may ask for verification documents that corroborate the unit costs presented in the budget. These may include verification of salaries, consulting rates, other direct costs, indirect costs, etc. Tetra Tech ARD may also ask to review policies and procedures to confirm that the proposed costs align with your firm's standards and practices. These verifications are required to ensure that we are negotiating a fair and reasonable price for the services requested through this RFP.

### 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**

<b>Project Name:</b>	USAID Clean Cities, Blue Ocean
<b>Task Order No.:</b>	AID-OAA-I-14-00059/7200AA19F00016
<b>SOW Title:</b>	<b>Support the Implementation of Solid Waste Management Master Plan Development in Ambon City</b>
<b>Location:</b>	Ambon City, Indonesia

**1.0 Background**

On August 28, 2019, Tetra Tech was awarded the Clean Cities, Blue Ocean (CCBO) program, a five-year contract from the U.S. Agency for International Development (USAID). CCBO is USAID’s flagship program to respond to the global crisis of marine plastic pollution, designed to target marine plastics pollution directly at its source in cities and towns, specifically in rapidly urbanizing areas throughout many low- and middle-income countries. Under direction from USAID, and in collaboration with global, regional, and local stakeholders, CCBO will test, scale, and share inclusive and sustainable reduce, reuse, recycle (3R) and solid waste management (SWM) solutions in focal countries and selected municipalities within.

The objectives of CCBO are to promote 3R practices and strengthen local and regional markets for recycled plastics; build social and behavior change (SBC) for the 3Rs and sustainable solid waste management (SWM); increase capacity and effective governance for SWM and recycling systems; and support international fora<sup>1</sup>, public-private partnerships (PPPs), and multi-stakeholder alliances.

Under direction from USAID and its Missions in focal countries, and in collaboration with global, regional, national, and local stakeholders, over the next five years CCBO will test, scale, and share inclusive and sustainable 3R/SWM solutions throughout Asia, Latin America, and the Caribbean in the following seven initial focal countries: (1) Indonesia, (2) Philippines, (3) Sri Lanka, (4) Maldives, (5) Vietnam, (6) Dominican Republic, (7) Peru and the selected municipalities within each country.

**CCBO in Indonesia**

Indonesia has experienced rapid population growth, particularly in its urban centers which are growing at an estimated annual rate of 4.1%.<sup>2</sup> Solid waste management systems and levels of efficiency vary greatly across the country, which is also the world’s largest archipelago and has over 11,500 inhabited islands (17,500+ in total).<sup>3</sup> With Indonesia’s decentralized government model, responsibility for solid

<sup>1</sup> International fora | Climate-Smart Agriculture | Food and Agriculture Organization of the United Nations (fao.org)

<sup>2</sup> USAID Communications, Evidence and Learning (CEL) Project. Rapid Assessment of the Municipal Solid Waste Management Sector in Indonesia: Opportunities for Engagement, 2020.

<sup>3</sup> Embassy of Indonesia. Indonesia Facts and Figures.



waste management (SWM) lies at the local level. Collection rates, infrastructure for waste processing, recycling, and secure/environmentally safe disposal; local government capacity; and culture regarding waste management practices varies across the country. Recent estimates have shown that 85,000 tons of waste are generated in Indonesia each day, with an expected 76% increase—to 150,000 daily tons—by 2025. Over 75% of this waste is estimated to be municipal solid waste, and of that 40% is estimated to be generated by households, highlighting the urgency for Indonesia to not only increase collection and waste processing for existing households, but to also build capacity for the increased waste generation that is anticipated.<sup>4</sup> As cited in USAID’s recent *Rapid Assessment of the Municipal Solid Waste Management Sector in Indonesia*:

*Overall, it is estimated that only about half of municipal solid waste in Indonesia is collected, and most is not properly disposed of in sanitary landfills. The estimated collection rate rises to approximately 60 percent for urban areas only. In general, the municipal solid waste stream contains approximately 60 percent organic matter, which is typical of developing countries. It also contains other waste that can be recycled, including a little less than 20 percent plastic content, and small percentages of paper/cardboard, metals, and glass.<sup>5</sup>*

The Government of Indonesia (GoI) has, “set ambitious goals to manage 100 percent of solid waste (20 percent reduced at source and 80 percent handled in urban areas, and 30 percent reduced and 70 percent handled throughout the country) and to reduce the country’s contribution to ocean plastics by 70 percent by the year 2025.”<sup>6</sup> The World Bank states that targets to achieve these goals have not been met to date, due to under-investment and lack of enforcement of relevant laws and regulations.<sup>7</sup> CCBO’s engagement in Indonesia comes at a pivotal time for progress on plastic pollution, providing support to Indonesia to achieve its national solid waste management strategies, its National Action Plan on Marine Debris (2017-2025), and helping to advance the enabling environment required for systemic, sustainable change.

CCBO has selected three engagement sites in Indonesia to implement, test, and scale solutions over the life of the program: **Kota Ambon, Kota Semarang, and Kota Makassar**. Sites were selected based on CCBO selection criteria and with consideration of priority areas for the national government of Indonesia and the USAID/Indonesia Mission. Across its sites, CCBO aims to learn from and expand upon the success of proven initiatives by local government and non-governmental organizations.

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<sup>4</sup> The World Bank Group, et. Al. “Indonesia Marine Debris Hotspot: Rapid Assessment Synthesis Report, April 2018.

<sup>5</sup> USAID. Rapid Assessment of the Municipal Solid Waste Management Sector in Indonesia: Opportunities for Engagement.

<sup>6</sup> *ibid*

<sup>7</sup> Indonesia Marine Hot Spot Rapid Assessment. The World Bank, 2018.



### **Solid Waste Management in Ambon**

Approximately 270 tons of waste per day is generated in Kota Ambon. According to the World Bank, this number is expected to increase to approximately 290 tons per day by 2025.<sup>8</sup> Currently around 60% of the total waste generated is collected and transported to the Toisapu Landfill.

As is the case in other cities in Indonesia, the SWM in Kota Ambon consists of several phases, including collection, temporary collection point/transfer, treatment, transportation, and final disposal. For trash collection, Kota Ambon is using pushcarts, motor carts, pick up cars, sweeper cars, and motorboats. The sweeper cars are used specifically to collect trash in Kota Ambon's streets and the motorboats to collect trash in Kota Ambon's shores.

In Kota Ambon, residential and commercial waste can either be taken to Transfer Stations / *Tempat Pembuangan Sementara* (TPS) or Material Recovery Facilities / *Tempat Pengolahan Sampah Reduce Reuse Recycle* (TPS3R). The TPS3R serves as a place where waste can be sorted and segregated into the following three components: (1) recyclables, (2) organics for composting and (3) residual waste in an effort to reduce materials being sent to the landfill. Of the 6 TPS3R facilities in Kota Ambon only 3 are operating, due to land disputes, no organization to officially manage or take ownership of the facilities, or insufficient budget and revenue stream for operational cost.<sup>9</sup> Most TPS3R facilities in Kota Ambon are managed by communities formed by the Sub District Office (Kelurahan) called the KSM (*Kelompok Swadaya Masyarakat*). Kota Ambon has Toisapu Landfill that is located on a hill as a final disposal site. The location of the landfill has led to high fuel consumption and transportation costs for the waste collection vehicles.

### **Informal Waste Collectors and Waste Banks**

About 236 informal waste collectors (IWCs) work and reside in the surrounding Toisapu Landfill. They collect, pretreat, and sell recyclables to recyclables aggregators. Reportedly, about 52% of the IWCs in Kota Ambon are women<sup>14</sup>. Also supporting collection and diversion opportunities are the community-based waste banks promoted by the Kota Ambon government to reduce waste generation at the source. A waste bank operates as a place to collect valuable waste for recycling to be sold or used as materials for handcrafting, or for more valuable recyclables sold directly to the waste dealers. Some waste banks also produce compost from organic waste. The sale of organic and plastic waste serves as the main revenue sources for the waste banks. About 158.6 tons of household waste are collected through waste banks annually from 6 waste banks in Kota Ambon. Informal collectors and waste banks hold an important role in solid waste management in Ambon.

<sup>8</sup> Ibid

<sup>9</sup> Ministry of Public Works and Housing (MoPWH). 2020. "Ambon City TPS3R Profile"



### **Solid Waste Management Governance and Regulation**

The authorized institution overseeing solid waste management is the Ambon City Environmental and Waste Agency (DLHP), whose mandate is to carry out the formulation and policies related to the environmental and solid waste sector. In addition, Ambon City has a Regional Technical Implementation Unit for Waste Management (UPTD) (based on Mayor Regulation Number 37 of 2017) and is mandated to carry out operational and technical activities and/or certain supporting technical activities in Solid Waste Management, including community services. UPTD Waste Management functions as a lead in solid waste management in Ambon as mandated in the Mayor Regulation. Responsibilities for activities related to waste management services in reducing and handling waste include infrastructure maintenance and monitoring and evaluation.

With this current condition, it is apparent that the waste management system is not effective. One of the reasons why the SWM system is not effective is because a comprehensive SWM plan is not available in Ambon. As a result of this, the city of Ambon requested assistance from CCBO in developing a Solid Waste Management Master Plan that could help the City to better understand the existing solid waste system and manage it more effectively.

## **2. Purpose**

To support the City of Ambon in effectively managing its solid waste collection and disposal system, CCBO is seeking professional services of a locally registered reputable organization in Ambon to develop Ambon's Solid Waste Management Master Plan.

## **3. Objectives**

The objective of this assignment is to develop a Solid Waste Management Master Plan for Ambon City. The Solid Waste Management Master Plan should include the following components:

- 1) Introduction
  - a) Purpose of Master Plan
  - b) Scope of Master Plan
  - c) Type of Master Plan
  - d) Position of the Master Plan
  - e) Legal Basis and Technical Standards
  - f) Output of Master Plan
  - g) Writing Systems
- 2) Solid Waste Management Master Plan Concept
  - a) Existing Solid Waste Management Master Plan Review





- b) Planning Period
  - c) Criteria for Master Plan Development
  - d) Survey Methodology
  - e) Integrated Planning with Other Sectors, including the gender aspect of solid waste management
  - f) Solid Waste Management System Contribution in Climate Change Program
- 3) Description of the Planning Area
- a) Planned Area
  - b) Area Development / Spatial Plan Direction
  - c) Physical Condition of The Area
  - d) Social, Economy, Cultural, and Community Health Condition of The Area
  - e) Solid Waste Management System Existing Condition of The Area
- 4) City Solid Waste Management Condition Analysis
- a) Solid Waste Management Problems Based on Technical, Institutional, Financing, Community Participation, and Regulation
  - b) National and Regional Solid Waste Management Policy and Strategy Review
  - c) Spatial Plan Review
  - d) Strategic Environmental Analysis (KLHS) Review
  - e) Strategic Issues Identification, including gender and social inclusion aspect of solid waste management
- 5) Solid Waste Management Development Policy, Strategy, and Plan
- a) Solid Waste Management Development Policy and Strategy
  - b) Solid Waste Management Development Plan
- 6) Program Plan for Solid Waste Management System Development
- a) Program Priority and Stages
  - b) Priority Zones Identification
  - c) Technical Program Plan
  - d) Set Up Program Plan
  - e) Regulation Program Plan
  - f) Institutional Program Plan
  - g) Financial Program Plan
  - h) Community / Private Sector / Academic Institutions Participation Program Plan (Including Gender Aspect)
  - i) Memorandum Program Plan
  - j) Solid Waste Management Master Plan Socialization Program
  - k) Solid Waste Management Master Plan Legalization Stages





## 7) Summary and Conclusions

**4. Reference**

The Solid Waste Management Master Plan should refer to and align with the Solid Waste Management Guideline (*Pedoman Penyusunan Rencana Induk Penyelenggaraan Prasarana dan Sarana Persampahan*) of Ministry of Public Works and Housing (PUPR).

**5. Tasks**

The selected sub-contractor will conduct the following activities:

- 1) Work closely with CCBO Technical staff and *Dinas Lingkungan Hidup* / Environmental Agency of Ambon City and to update CCBO and Environmental Agency of Ambon City on a regular basis.
- 2) Conduct interviews/discussions with relevant SWM key stakeholders/informants in Ambon
- 3) Obtain relevant documents from key SWM stakeholders/informants in Ambon
- 4) Conduct surveys at relevant SWM collection and disposal sites.
- 5) Brief CCBO Indonesia staff monthly on SWM Master Plan progress
- 6) Provide a first draft of the report
- 7) Present the first draft to CCBO Indonesia staff
- 8) Present the draft of the SWM Master Plan to City of Ambon's Government
- 9) Revise and develop final report, as requested

**6. Deliverables and Due Dates**

No.	Deliverables	Language	Due Dates
1.	<b>DBA insurance</b>	<b>N/A</b>	Upon Signature of Contract
2.	Introduction and Solid Waste Management Master Plan Concept	Indonesian	1 month after signing the contract
3.	Description of the Planning Area		4 month after signing the contract
4.	City SWM Condition Analysis		5 month after signing the contract
5.	SWM system policy, strategy, and development plan		7 month after signing the contract
6.	Program Plan for SWM System Development		9 month after signing the contract
7.	First Draft of the Complete SWM Master Plan Document		Indonesian with Executive Summary in English
8.	Revised SWM Master Plan	11 month after signing the contract	
9.	Final SWM Master Plan Document	12 month after signing the contract	



**TETRA TECH**

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## **7. Qualifications**

The qualified firm will have at least 5 years of prior experience conducting studies of a similar nature. They must be legally registered in Indonesia. The proposed team should consist of:

- 1) One (1) **Team Leader** with a minimum of 5 (five) years' experience in developing Solid Waste Management Master Plan in other Indonesian Cities/Regency and 10 (ten) years' experience in Solid Waste Management
- 2) Six (6) **Experts** from 6 different background to achieve the objectives of this scope of work. The proposed experts should have a minimum of 5 (five) years' experience in Solid Waste Management from the following background:
  - a) Sanitation
  - b) Civil Engineering
  - c) Social / Communication
  - d) Planology
  - e) Institutional Law
  - f) Economy / Management / Finance
- 3) **Surveyors** (as required) with a minimum of 2 (two) years' experience of surveying waste disposal and collection facilities

## **8. Schedule**

Assignment will be completed between **May 1, 2022 and April 30, 2023.**

**Attachment (B)  
Budget**



**Attachment (C)  
Proposal Evaluation Criteria**

Offeror’s response to RFP requirements will be scored based on the below criteria:

<b>Technical Proposal Evaluation Criteria:</b>	<b>Maximum Points</b>
<b>Part A - Corporate Capabilities and Past Performance (Maximum 20 Points)</b>	
a. Relevant Corporate Capabilities	5
b. Does the Offeror have quality and relevant past experience performing this type of work?	10
c. Reference of their relevant past experience	5
<b>Part B - Technical Approach (Maximum 50 Points)</b>	
a. Reasonableness of Offeror’s approach to complete Planning Area Description	6
b. Reasonableness of Offeror’s approach to complete City SWM Condition Analysis	8
c. Reasonableness of Offeror’s approach to complete SWM system policy, strategy, and development plan	9
d. Reasonableness of Offerors approach to complete SWM System Development Program Plan	9
e. Feasibility of Offeror’s proposed implementation timeline	8
f. Are the skills and experience of the proposed Team applicable to the work to be performed under the Statement of Work?	10
<b>Technical Proposal Evaluation Scoring - Possible Total Score 70</b>	<b>70</b>
<b>Part C - Cost Effectiveness (Maximum 30 points)</b>	
a. Comparison with Internal Cost Estimate	5
b. Comparison to other bidders’ proposals (lowest price ranked maximum points, and then derated on a percentage basis downward)	10
c. Cost realism: feasibility, reasonableness, completeness and allocability?	15
<b>Financial Proposal Evaluation Scoring - Possible Total Score 30</b>	<b>30</b>
<b>Possible Total Score - 100</b>	<b>100</b>



**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: Clean Cities Blue Ocean (CCBO) Program Request for Proposal No. 2022-06 entitled “Support the Implementation of Solid Waste Management Master Plan Development in Ambon City”



**TETRA TECH**

**Clean Cities, Blue Ocean (CCBO)**

Contract No.: AID-OAA-1-14-00059-7200AA19F00016

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.***