



Clean Cities, Blue Ocean (CCBO)
Contract No.: AID-OAA-1-14-00059-7200AA19F00016

RFP Template

Date of Issuance: March 9, 2023
Closing Date for Questions: April 14, 2023
Closing Date for Submission of Proposal: is extended to April 28, 2023
Subject: **Clean Cities Blue Ocean (CCBO) Program Request for Proposal No. 2023-16 entitled “Landfill Baseline Data Collection and Recommendations”**

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. 2023-16 entitled “Landfill Baseline Data Collection Recommendation”**

- 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 the Financial Proposal Section for more information.
- If awarded, the subcontractor must have, or be able to obtain a Unique Entity Identifier (UEI). See the Financial Proposal Section for more information.
- The Offers must be able to complete all the items stated in the Statement of Work in Attachment A.
- **Authorized USAID Geographic Code-** All goods and services offered under this solicitation or supplied under any resulting award must meet **USAID Geographic Code insert authorized code**, 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228. Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, (North) Sudan, Syria.
- Offerors **MUST NOT** provide any goods and/or services that utilize telecommunications and video surveillance products from the following companies: Kaspersky Labs, 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.
- If applicable, FAR 52.223-99 (Ensuring Adequate COVID-19 Safety Protocols) will be incorporated into any award(s) issued under this solicitation

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



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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: ard.ccbo-indonesia@tetrattech.com

The subject line should have: **“Questions for Request for Proposal No. 2023-16 entitled “Landfill Baseline Data Collection and Recommendations”**

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: **“Proposal for Request for Proposal No. 2023-16 entitled “Landfill Baseline Data Collection and Recommendations”**
- 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).



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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.

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.

- i. **DBA Insurance:** Please note, in accordance with USAID regulations, Offerors should budget for worker’s compensation insurance with USAID’s approved DBA insurance provider – Starr Indemnity & Liability Insurance. Details and pricing for DBA insurance can be found here: [Defense Base Act \(starr.com\)](http://Defense Base Act (starr.com)). 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 Starr Indemnity & Liability Insurance. The first deliverable of any awarded subcontract will be submission of documentation verifying that DBA insurance is in place.



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- ii. **Unique Entity Identifier (UEI):** Please note, in accordance with FAR 52.204-6, Offerors must have, or be able to obtain a UEI. This UEI can be obtained in the United States System for Award Management (SAM) at [SAM.gov | Home](https://sam.gov). If your company/organization is already registered in the SAM system, you may already have an UEI.
- iii. **Taxes and VAT:** The agreement under which this solicitation is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under an order resulting from this RFQ.
- iv. **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, indirect costs, etc. Tetra Tech ARD may also ask to review policies and procedures to confirm that the proposed costs align with corporate 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



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Attachment (A)

Project Name:	USAID Clean Cities, Blue Ocean
Task Order No.:	AID-OAA-I-14-00059/7200AA19F00016
SOW Title:	Landfill Baseline Data Collection Recommendation
Location:	Semarang Landfill, Makassar Landfill, and Ambon Landfill

1.0 Background

On August 28, 2019, Tetra Tech was awarded the Clean Cities, Blue Ocean (CCBO) program, a five-year, \$53 million contract from the USAID Bureau of Economic Growth, Education, and Environment. CCBO is the Agency’s flagship program to respond to the global crisis of marine plastic pollution, designed to focus on 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 cities.

CCBO is the Agency’s flagship program to respond to the global crisis of marine plastic pollution. The program was awarded to Tetra Tech and its team in August 2019. CCBO has four objectives: Objective 1: Promote reduce, reuse, recycle (3Rs) and strengthen local and regional markets for recycled plastics; Objective 2: Build social and behavior change (SBC) for 3Rs and sustainable solid waste management (SWM); Objective 3: Increase capacity and effective governance of SWM and recycling systems; and Objective 4: Support international fora, public-private partnerships, and multi-stakeholder alliances.

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.

One of CCBO Indonesia activity that will be done to increase capacity and effective governance of SWM and recycling systems (Objective 3) is to help identify mechanisms to improve landfill functions, safety, and to reduce greenhouse gas emissions. In order to assist in this capacity, a detailed baseline data collection, analysis, and recommendations for improvement of the landfill are needed. This SoW is intended to find a qualified subcontractor to develop a detailed baseline data and improvement prepare recommendations for the three major landfills located within Semarang, Makassar, and Ambon.

2.0 Purpose and Objective

To provide a detailed baseline data and improvement recommendation of the landfill in Ambon, Makassar, and Semarang in order to improve landfill functions, safety, and to reduce greenhouse gas emissions.

3.0 Methodology

The methodology for each activity that will be done to provide detailed baseline data and improvement recommendations as described below:

1) Data collection

a) Secondary data of the landfill

- Detailed Engineering Design
- Environmental Monitoring Report
- Organizational structure of the landfill management
- Daily input for the current year
- Operational and maintenance cost
- Hydrological data for the last 10 years

b) Sampling

- Soil test sample should be obtained from the existing landfill and the future area for expansion through drilling (sondir boring).
The soil sondir boring test
- Water quality test
The water quality test sample should be obtained from at least 5 points. This includes the nearest water surface, upstream well, downstream well, and nearest community well.
- Leachate quality test
The leachate quality test sample should be obtained from the inlet and outlet of the Leachate Treatment Plant.

c) Observation and interview

- Landfill infrastructure condition (road, weighing bridge, drainage, fence, barrier, organic/recyclable waste processing facility)
- Environment protection condition (base lining, leachate collection and treatment, landfill gas collection and treatment, soil cover, buffer zone, and control well)
- Heavy equipment condition (bulldozer, excavator, loader, etc.)
- Daily input

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- Management condition
 - Funding source
 - Operational and maintenance cost
 - Standard Operating Procedure (SOP) implementation
 - Social condition of the communities surrounding the landfill
- 2) Existing Landfill Condition Evaluation
- a) Infrastructure Condition and Functionality based on infrastructure condition observation and interview result
 - b) Remaining capacity based on the daily input, infrastructure condition, and soil stability test
 - c) Possibility of water pollution based on the water quality test and environment protection infrastructure condition
 - d) SOP implementation based on the SOP implementation observations and interview result
 - e) Institutional evaluation based on the management condition
 - f) Social evaluation based on the social condition of the communities surrounding the landfill
 - g) Financial evaluation based on the collected operational and maintenance cost and funding source
- 3) Improvement Recommendation Analysis
- a) Infrastructure improvement based on the infrastructure condition, remaining capacity, and water pollution possibility evaluation result
 - b) SOP improvement based on the SOP implementation evaluation result
 - c) Management improvement based on institutional evaluation
 - d) Financial improvement based on the financial evaluation
 - e) Social improvement based on the social evaluation

4.0 Tasks

The selected sub-contractor will conduct the following activities:

- 1) Provide instruments needed for the landfill soil sondir boring and water quality test
- 2) Conduct landfill soil sondir boring and water quality test in Ambon, Makassar, and Semarang Landfill
- 3) Provide a detailed result of landfill soil sondir boring and water quality test
- 4) Obtain information about landfill infrastructure condition, daily input, remaining capacity, management institution, SOP implementation, operational and maintenance cost, funding source, and social condition of the communities surrounding the landfill.
- 5) Analyze obtained information and data to develop recommendation for landfill infrastructure, SOP, management, funding, and surrounding social condition improvement.

- 6) Work closely with Solid Waste Specialist of CCBO Indonesia and Solid Waste Adviser of CCBO Home Office
- 7) Brief CCBO Indonesia staff monthly on the progress
- 8) Revise and develop final deliverables, as requested

5.0 Deliverables and Due Dates

No.	Output	Deadline
1.	DBA Policy Activation	Upon contract signature
2.	Semarang, Makassar, and Ambon Landfill data collection plan for Improvement Recommendation	1 month after contract signing
3.	Ambon landfill condition analysis result	2 months after contract signing
4.	Makassar landfill condition analysis result	3 months after contract signing
5.	Semarang landfill condition analysis result	4 months after contract signing
6.	Ambon, Makassar, and Semarang Landfill's improvement recommendation	5 months after contract signing

6.0 Qualifications

The qualified firm should have prior experience conducting similar work. They must be legally registered in Indonesia. The proposed team should consist of:

- 1) **One (1) Team Leader** with a minimum of 10 (ten) years' experience in developing Landfill Improvement Recommendation
- 2) A team of **Experts** to achieve the objectives of this scope of work. The proposed team members should have a minimum of 5 (five) years' experience of working in one or more of the following fields:
 - a) Landfill Development
 - b) Environmental Management
 - c) Sociology
 - d) Economy/Finance
- 3) Administrative and Finance staff to manage the logistics required to implement this scope and comply with the conditions of the contract.

7.0 Period of Performance

The activity is expected to take five months from the date of contract signature.



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Attachment (B)

Budget

See Excel Attachment



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Attachment (C)
Proposal Evaluation Criteria

A technical/cost trade-off analysis will be performed by Tetra Tech ARD in order to determine the best value to the project based on the below criteria. The combined technical evaluation factors listed below are significantly more important than cost or price. Tetra Tech ARD, however, will not select an offeror for award on the basis of a superior technical proposal without considering cost in order to determine the best value.

Technical Proposal Evaluation Criteria:	Maximum Points
Part A - Firm Information (Maximum 5 Points)	
a. Did the offer provide all of the requested information?	5
Part B - Corporate Capabilities and Past Performance (Maximum 20 Points)	
a. Relevant Corporate Capabilities	10
b. Does the Offeror have quality and relevant past experience performing this type of work?	10
Part C - Technical Approach (Maximum 55 Points)	
a. Reasonableness of Offeror’s approach to provide Semarang, Makassar, and Ambon Landfill Baseline Data Collection	30
b. Feasibility of Offeror’s proposed implementation timeline	10
c. Are the skills and experience of the proposed Team applicable to the work to be performed under the Statement of Work?	15
Technical Proposal Evaluation Scoring - Possible Total Score 80	80
Part D - Cost Effectiveness (Maximum 20 points)	
a. Comparison to other bidders’ proposals (lowest price ranked maximum points, and then derated on a percentage basis downward)	10
b. Cost realism: feasibility, reasonableness, completeness and allocability?	10
Financial Proposal Evaluation Scoring - Possible Total Score 20	20
Possible Total Score – 100	100



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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



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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.



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- (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



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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-



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- (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.



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"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.



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- (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



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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.



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- 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. 2023-16 entitled "Landfill Baseline Data Collection Recommendation"

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.

Attachment B - Budget Template				
Request for Proposal No. CCBO-IND-2023- entitled "Landfill/Dump Sites Baseline Data Collection in Semarang, Makassar, and Ambon City"				
DIRECT LABOR				
Position Title	Name	Daily Rate (IDR)	Basis (Days)	Total
Team Leader				
Environment Management Specialist				
Landfill Specialist				
Social Specialist				
Economy/Finance Specialist				
Project Finance and Administration				
Total Direct Labor				IDR -
CONSULTANTS				
Position Title	Name	Daily Rate (IDR)	Basis (Days)	Total
				IDR -
				IDR -
Total Consultants				IDR -
OTHER DIRECT COSTS				
Description		Rate (IDR)	Units (Basis)	Total
Defense Base Act (DBA) Insurance		IDR -	0.0275	IDR -
Rent Soil Sondir Boring Test Equipment				IDR -
Water Quality Test				IDR -
Communication				IDR -
Stationary				IDR -
Documents/report printing				IDR -
Total Other Direct Costs				IDR -
TRAVEL AND TRANSPORTATION				
Description		Rate	Units (Basis)	Total
Travel to Ambon	Toisapu Landfill			IDR -
Jakarta - Ambon Return Air Ticket				IDR -
Ambon Accommodation				IDR -
Car Rent				IDR -
Meals & Incidental Expenses				IDR -
Travel to Makassar	Tamangapa Landfill			IDR -
Jakarta - Makassar Return Air Ticket				IDR -
Makassar Accommodation				IDR -
Car Rent				IDR -
Meals & Incidental Expenses				IDR -
Travel to Semarang	Jatibarang Landfill			IDR -
Jakarta - Semarang Return Air Ticket				IDR -
Semarang Accommodation				IDR -
Car Rent				IDR -
Meals & Incidental Expenses				IDR -
Total Travel and Transportation				IDR -
TOTAL COSTS				IDR -

\$ -

Deliverable No.	Description	Payment Schedule
1	DBA Insurance	IDR -
2	Semarang, Makassar, and Ambon Landfill Improvement Recommendation and Feasibility Analysis Plan	IDR -
3	Ambon landfill condition analysis result (soil stability, water quality, infrastructures, remaining capacity, management, SOP implementation, operation cost, funding, and social condition)	IDR -
4	Makassar landfill condition analysis result	IDR -
5	Semarang landfill condition analysis result	IDR -
6	Ambon, Makassar, and Semarang Landfill's infrastructure, SOP, management, funding, and social condition improvement recommendation	IDR -
	Total	IDR -