



Architect–Engineer Services II for Dioxin Remediation at Bien Hoa Airbase Area (A&E II) Activity

To: Offerors

From: Tetra Tech, Inc.

Issuance Date: November 12, 2024

Closing Date: **November 25, 2024 (5:00 PM Eastern Standard Time)**

Subject: ***Request for Quotations – RFQ #010 A&E II-2024-008 Environmental Engineering and Compliance Services for Tetra Tech, Inc.***

Dear Offerors:

Tetra Tech is implementing the U.S. Agency for International Development (USAID) funded Architect–Engineer Services II for Dioxin Remediation at Bien Hoa Airbase Area (A&E II) Project. We are seeking quotations for environmental engineering and compliance (EEC) services to support this critical project based in Vietnam. The enclosed RFQ outlines the requirements for these EEC services, which are expected to be performed remotely to support the field team in Vietnam. We invite your firm to submit its Best and Final Offer (BAFO) for providing environmental engineering and regulatory compliance services, specifically with regards to air emissions, sampling, and control measures.

The following RFQ provides instructions for preparing and submitting offers for this Solicitation. Please ensure that all quotes are valid for a minimum of 90 days.

Submission of Questions: Questions may be submitted no later than **November 21, 2024** (5:00 PM Eastern Standard Time). Offerors are invited to submit questions via e-mail to: aeii.procureops@tetratech.com with a cc to matt.harder@tetratech.com, and nanette.nelson@tetratech.com.

Insert in the subject line: RFQ#010 A&E II-2024-008 Environmental Engineering and Compliance Services for Tetra Tech, Inc

RFQ Attachments: Offerors must review the following attachments to the RFQ.

Attachment A: Bid Price Quotation
Attachment B: Statement of Work (SOW)
Attachment C: Draft Professional Services Agreement
Attachment D: Representations and Certifications Form

Sincerely

A handwritten signature in blue ink that reads 'Matt Harder'.

Matt Harder
Tetra Tech

SECTION A –SUBMISSION INSTRUCTIONS AND REQUIREMENTS

The Offeror shall submit its Best and Final Offer (BAFO) / Quotation in accordance with the format provided below (Parts A – F) for the proposed Services specified in *Section D* and *Attachment B: SOW* of the RFQ.

Submission Instructions: Responses are due no later than **November 25, 2024** (5:00 PM Eastern Standard Time). *All responses must be in English.*

Completed submission documents must be delivered by e-mail to: aeii.procureops@tetrattech.com with a cc to matt.harder@tetrattech.com, and nanette.nelson@tetrattech.com.
Late submissions may be disqualified from selection.

Insert in the subject line: RFQ #010 A&E II-2024-008 Vietnam Environmental Engineering Services

Submissions requirements: Offerors are required to submit the following:

○ **Part A – Price Quotation**

The populated Excel file and a signed and stamped PDF copy of “*Appendix A: Bid Price Quotation.*”

Prices shall be quoted in United States Dollars (USD) only. Each line item in the BOQ shall be all inclusive including applicable Professional Liability Insurance cost.

○ **Part B - Business License/Registration**

A copy of Valid Business License/Registration.

○ **Part C - SAM UEI / Registration**

A copy of the Offeror’s System for Award Management (SAM) Unique Entity Identification (UEI) / Registration.

If the Offeror does not have a full registration with SAM, then the Offeror shall complete *Attachment D: Representations and Certifications Form* for the RFQ.

○ **Part D – Technical Qualification and Capability Statement**

Provide the following information in a succinct manner:

- Statement of qualification and company profile to perform the environmental engineering and compliance work proposed in this solicitation.
- Statement of prior relevant project and personnel experience relevant to this work.
- Proposed personnel, with CV, who will be supporting the project, including junior, mid, and senior level position(s) included in the Price Quotation.

○ **Part E – Former Clients**

A list of at least three (3) current or former clients your firm has provided similar services to and their contact information.

○ **Part F - Other**

Any other attachments the Offeror considers necessary.

Offerors are required to submit all RFQ Bid Submission Requirements (Part A – F) listed in this Solicitation.

Offerors are *required* to examine all instructions and the specifications contained in this Request for Quotation. “FAILURE TO DO SO WILL BE AT THE OFFEROR’S RISK.”

The completion and submission to Tetra Tech of the above item will constitute a Quotation and will indicate the Offeror's agreement to the terms and conditions in this RFQ and in any attachments hereto.

“ISSUANCE OF THIS RFQ DOES NOT COMMIT TETRA TECH TO MAKE AN AWARD.”

Quotations should include a separate line item(s) for any tax(es).

Tetra Tech reserves the right to request references and/or solicit references ourselves and to include those references in our vendor selection process.

SECTION B - TYPE OF AWARD

The award will be a Time-and-Materials (T&M) type of Subcontract Agreement. The offeror must establish fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, insurance, and profit for each category of labor to be performed by consultant.

SECTION C - EVALUATION CRITERIA

Quotations will be evaluated for:

1. Technical qualifications, capabilities, and relevant experience of the Offeror
2. Cost reasonableness

Technical capability and relevant experience evaluation will include:

- Company and/or personnel qualification to perform environmental regulatory and compliance work in accordance with the solicitation, including in-depth working knowledge of United States Environmental Protection Agency (USEPA) standards and regulations.
- Company and/or personnel experience performing similar work in Southeast Asia, with preference given to demonstrated experience in Vietnam.
- Company and/or personnel experience performing similar and relevant work for dioxin contamination environmental remediation project.
- Preference will be given to Companies with extensive experience monitoring air emissions.

All quotes that meet the minimum submission requirements will undergo an evaluation process conducted by the technical representatives and will be evaluated according to the following weighted scoring criteria.

- Technical Expertise Capabilities – 40%
- Past Performance – 30%
- Price – 30%

SECTION D – DESCRIPTION OF SERVICES

The following description of services shall be read together with *Attachment B: SOW*.

D.1 Period of Performance

The period of performance shall be detailed in the T&M with fixed rates and begin on approximately January 6, 2025, and shall continue through approximately April 30, 2028.

D.2 Environmental Engineering Qualifications

Must be familiar with United States Environmental Protection Agency (USEPA) regulations, testing methods, and compliance for air emissions control and monitoring.

D.3 Deliverables

The subcontractor shall provide monthly summary report of support provided to the project along with their monthly invoice.

The subcontractor shall provide written comments provided during technical review of design documents.

When requested by Tetra Tech, the subcontractor shall provide detailed responses of services provided, technical assistance, guidance, and other advice using the project memo template to Tetra Tech. Template of the memo will be provide upon award of the Subcontract.

All services performed and deliverables submitted shall be inspected and accepted by Tetra Tech unless otherwise specified.

D.4 Quality Assurance Program

Subcontractor shall perform quality assurance and control in accordance with the applicable portions of the Tetra Tech quality management policy. The Subcontractor shall work with Tetra Tech project manager to determine the procedures and documentation requirements for quality assurance and control that the Subcontractor will apply to their work. Tetra Tech reserves the right to conduct reviews, audits or otherwise monitor the Subcontractor's compliance with the resultant procedure and documentation requirements. Such reviews or audits do not relieve the Subcontractor of its full liability for any errors, omissions, or other deficiencies in the Subcontractor's work. Tetra Tech does not accept any liability for such errors, omissions or deficiencies.

SECTION E - SPECIAL REQUIREMENTS**E.1 Representations of the Offeror**

The Offeror represents that it possesses the necessary professional capabilities, qualifications, capacities, skilled personnel, equipment, experience, expertise and financial resources to perform the work in an effective, efficient and timely manner and will do so in accordance with the terms of the Subcontract Agreement.

E.2 Executive Order on Terrorism Financing

U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Offeror to ensure compliance with these Executive Orders and laws.

E.3 Communications with USAID, Other Agencies, and Subcontractors

All of Offeror's contractual written or oral communications with or to USAID, local agencies, or other subcontractors relative to the Work under this Request for Quotation must be through or with the authorization of Tetra Tech's Chief of Party (COP), Matt Harder.

E.4 Restrictions on Certain Foreign Purchases:

USAID has eligibility rules concerning goods and commodities, commodity-related services, and suppliers of goods and services (other than commodity-related services). These rules are set forth in 22 CFR 228 and Series 300 of USAID's Automated Directives System (ADS-300), as amended from time to time (see the clause entitled "Source, Origin, and Nationality Requirements" [AIDAR 752.225-70]).

E.5 Associated / Additional Fees or Costs

Prices for the requested goods/services should include all associated fees (such as duties, customs, or shipping fees), taxes (including VAT, if applicable), and related equipment costs, but priced as a separate line item in the submitted quote. It will be assumed that all quotes will be inclusive of all applicable fees, duties, or taxes if the Offeror fails to separate.

E.6 Terms of Payment

Tetra Tech will pay the supplier in accordance with the payment schedule, to be stipulated in the Subcontract Agreement.

E.7 Local Laws

All Offerors may be entailed to be registered and comply with the laws of doing business in Vietnam. At its discretion, Tetra Tech may require the presumed procurement winner to provide a copy of a valid registration certificate and/or tax compliance (i.e., VAT) before awarding the final contract. Failure to provide this information at that time may automatically disqualify an Offeror from selection. International firms supporting the project remotely will be exempt from registering in Vietnam.

E.8 Confidentiality

All information obtained by Offeror in relation to this RFQ and related prospective future Work is the exclusive property of the Client (USAID). Offeror agrees that all information which is or may be obtained through this RFQ or during the performance of Work, shall be kept confidential and shall not be used for the benefit of Offeror nor divulged to third parties without the prior consent of Tetra Tech. This confidentiality obligation shall continue in force and effect during the term of the prospective Subcontract Agreement and for five (5) years thereafter and is applicable to all information except that information which lawfully becomes a part of the public domain.

E.9 Warranty

Offeror agrees to perform the prospective Work in a professional and workmanlike manner in accordance with generally accepted practices for the nature of the services provided in furtherance of the Work. Any errors or omissions in the Work which are reported to the prospective subcontractor within one (1) year after completion and acceptance of the Work shall be corrected by the Subcontractor without compensation. The prospective subcontractor will use its best efforts to assure that related Work performed will be prosecuted with due diligence and any information required hereunder processed in accordance with generally accepted standards for such Work performed by the same or a similar business. The data and information delivered shall be of acceptable quality and sufficiently complete for the needs of Tetra Tech and Client.

E.10 Insurance

a. If not already done so, and where it is applicable, the Offeror shall procure and thereafter maintain during the entire period of performance of this Subcontract Agreement and to the extent possible, for at least three (3) years thereafter, the following insurance with a Best rated company or approved substitute:

1. Comprehensive (General Liability) Insurance, including Contractual Liability, for bodily injury, death or loss or damage to property to third persons of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including when site visitation is required, broad form contractual, personal injury and broad form property damage coverages.
2. Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles used in connection with the Work including combined single limit of \$1,000,000.00 for bodily injury and property damage.
3. If the Offeror is an Architect-Engineer or other professional that requires Professional Liability, then Professional Liability "Errors and Omissions" Insurance against claims arising out of the performance of professional services in the amount of \$2,000,000 per claim/\$4,000,000 per aggregate and including coverage for the acts of lower-tier consultants and the indemnification clause contained herein. In the event that Offeror's work is expected to exceed \$5,000,000 in any given year of the agreement, the minimum coverage should be increased to \$10,000,000 per claim/\$10,000,000 per aggregate.
6. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth or State in which any SERVICES will be performed and covering all employees directly or indirectly engaged in the performance of the SERVICES. This insurance will provide not less than \$1,000,000.00 in Employers' Liability coverage for disease, \$1,000,000.00 policy limit for disease and \$1,000,000.00 each accident.
7. Excess Umbrella Liability insurance with a combined single limit not less than \$1,000,000.00 each occurrence and aggregate.

8. The foregoing types and amounts of insurance are the minimum required. The Offeror shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

b. Tetra Tech and the **[ANY REQUIRED ADDITIONAL INSUREDS BY CONTRACT AGREEMENT BETWEEN TETRA TECH AND CLIENT]** shall be named as additional insureds on the Offeror's comprehensive (general liability) insurance, automobile insurance, and excess umbrella policies. All policies of insurance shall be endorsed so that Offeror's insurance shall be primary. No contribution shall be required by Tetra Tech, and the insurers waive the rights of subrogation against Tetra Tech and **[CLIENT]**.

c. The Offeror shall provide copies of its insurance certificates to Tetra Tech's Procurement Representative prior to execution of this agreement and upon renewal of each policy noted above. The insurance certificate(s) shall be endorsed to include thirty (30) days prior written notice of cancellation or material change of any coverage. If the Offeror fails to make insurance premium payments or cancels its insurance, Tetra Tech must be notified and all work under the agreement will be terminated.

d. If required by the scope of a Work Order, the Offeror shall take appropriate steps to provide Medical Evacuation (Medevac) coverage for all full-time billable expatriate personnel. Medevac services costs are allowable as a direct cost.

e. The Offeror shall insert the substance of this clause in any lower-tier subcontracts and consulting Subcontracts under this Subcontract Agreement including Paragraph d.
