



**TETRA TECH, INC. SUBCONTRACTOR PROFESSIONAL SERVICES AGREEMENT**

**PROJECT:**

**PROJECT #:**

**CLIENT:**

**AGREEMENT #:**

**CLIN # (if applicable):**

**SUBCONTRACTOR:**

ADDRESS:

DUNS #:

POINT OF CONTACT:

TELEPHONE:

**CONTRACTOR: Tetra Tech, Inc.**

ADDRESS: 100 Nickerson Road, 2<sup>nd</sup> Floor, Marlborough, Massachusetts, 01752

POINT OF CONTACT:

TELEPHONE:

**PROJECT DESCRIPTION:**

**SUBCONTRACTOR'S SCOPE OF WORK:**

Scope of work includes:

**PERIOD OF PERFORMANCE: XX Month 20XX to XX Month 20XX**

**CONTRACT TYPE: (Select One from Options Below)**

- **LUMP SUM.** Compensation for these services shall not exceed the lump sum of \$ \_\_\_\_\_, without prior written authorization.
- **TIME AND MATERIALS.** Compensation for these services shall not exceed \$ \_\_\_\_\_, without written authorization, and will be paid as follows:
- **COST PLUS FIXED FEE.** Compensation for these services shall be the Subcontractor's cost, plus a fixed professional fee, including reimbursable expenses. The estimated compensation for the above services is \$ \_\_\_\_\_, plus a fixed fee of \$ \_\_\_\_\_, for a total of \$ \_\_\_\_\_.

**INVOICES:** Invoices may be submitted monthly to the Tetra Tech Project and must be in USD currency. All invoices must include Tetra Tech Project Number (**Insert project number**).

**ATTACHMENTS:**

**EXECUTION:** Execution of this Agreement by duly authorized representatives of Tetra Tech, Inc. and Subcontractor, including Tetra Tech's Subcontractor Standards Conditions and any attachments, additional provisions as indicated, and addendum, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Subcontractor shall not assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of Tetra Tech, Inc.

**CONTRACTOR:**  
**BY:**  
**SIGNATURE:**  
**TITLE:**  
**DATE:**

**SUBCONTRACTOR:**  
**BY:**  
**SIGNATURE:**  
**TITLE:**  
**DATE:**

SAMPLE

**TETRA TECH, INC. SUBCONTRACTOR STANDARD TERMS AND CONDITIONS****1. GENERAL PROVISIONS AND DEFINITIONS:**

This Subcontract is based on, and is subject to, the following:

- a. The information provided to Tetra Tech in Subcontractor's offer.
- b. Prime Contract No. [CONTRACT NUMBER/CLIENT NAME], a redacted copy which is included under this Subcontract as [EXHIBIT].
- c. Applicable sections of the [FAR] as noted hereafter.
- d. Applicable sections of the [CLIENT SPECIFIC REGULATIONS (i.e., AIDAR, DFAR, etc.)] as noted hereafter.
- e. All applicable laws, statutes and regulations of the United States and [PROJECT COUNTRY].
- f. This Subcontract shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules.
- g. Definitions:
  - (1) "Subcontract" means all terms and conditions, exhibits, amendments, or other such documents set forth herein which shall govern the Work performed by the Subcontractor.
  - (2) "Work" means the services of Subcontractor's personnel described by Tetra Tech and any other Work as may be added to or performed in connection with this Subcontract.
  - (3) [DELETE IF NOT APPLICABLE] "Jobsite" means the area or location designated by Tetra Tech at which Work is being performed.
  - (4) "Client" means the person or entity by whom Tetra Tech has been issued a Prime Contract to perform services.

**2. SERVICES:** Subcontractor shall provide professional services in accordance with this Agreement and agreed upon Scope. If Consultant is bound to Client-provided Prime Contract, then Subcontractor shall be bound to same, or applicable portions thereof, and attached. Where the term "Contractor" or Tetra Tech, Inc. is used in the Client's Prime Contract and/or attachments, such term is applicable to Subcontractor and Subcontractor shall comply with the stated requirements. In the event of any inconsistencies within or between any parts or provisions of this Agreement, the Prime Contract, any Schedule, Exhibit or Attachment to this Agreement, or any applicable standards, codes, or ordinances, Subcontractor will (1) provided the better quality or greater quantity of services or (2) comply with the more stringent requirement; either or both in accordance Tetra Tech's interpretation.

**3. EXECUTION:** This Agreement becomes effective upon signatures by authorized representatives of the Tetra Tech and the Subcontractor, and upon receipt of a fully executed original by both Tetra Tech and Subcontractor. If facsimile transmittal is initially sent and executed thereon by Tetra Tech, a signed original will be provided to the Subcontractor for record as soon as practicable.

**4. INITIATION/COMPLETION:** Subcontractor shall provide and complete these services in accordance with the terms of this Agreement and any Schedule of Services herein or initiate services in accordance with and upon receipt of

Amendment(s) and/or Notice(s) to Proceed from Tetra Tech, as indicated on the front side of this Agreement. Established completion time shall not be extended because of unwarranted delays attributed to Subcontractor but shall be extended by Tetra Tech, in the event of delays attributed to Tetra Tech, or because of unavoidable delays caused by any governmental/client action or other conditions beyond the control of Subcontractor.

5. **TERMINATION FOR DEFAULT:** Tetra Tech reserves the right to terminate all or any part of this Subcontract if Subcontractor breaches any provision of this Subcontract and fails to cure such breach within ten (10) days of receiving notice thereof from Tetra Tech. Tetra Tech may immediately terminate this Subcontract in the event of any of the following: (a) insolvency of Subcontractor, (b) filing of a voluntary petition in bankruptcy by Subcontractor, (c) filing of any involuntary petition for bankruptcy against Subcontractor, (d) appointment of a receiver or trustee for Subcontractor, (e) or execution of an assignment for the benefit of creditors by Subcontractor, provided such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days after such event. In the event of termination for default, Tetra Tech shall have no remaining liability to the Subcontractor under this Subcontract other than to pay for any labor or materials accepted by Tetra Tech on or before the effective date of the default. Tetra Tech's rights under this Article are in addition to any other remedies available hereunder or by law.

6. **TERMINATION FOR CONVENIENCE:** Tetra Tech may at any time and for any reason terminate Subcontractor's services and work at Tetra Tech's convenience. Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the work and proceed with all obligations identified in the termination notice. Upon such termination, Subcontractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Subcontract, plus such other costs actually incurred by Subcontractor as are permitted by the Prime Contract and approved by Tetra Tech. There shall be deducted from such sums as provided in this Article the amount of any payments made to Contractor prior to the effective date of the termination. Subcontractor shall not be entitled to any claim or claim of lien against Tetra Tech for any additional compensation or damages in the event of such termination and payment. Tetra Tech will only be liable for costs incurred up to the date of termination and costs for demobilization, if applicable.

7. **COMPENSATION:** Subcontractor shall notify Tetra Tech of the status of the remaining budget compared to the remaining work when seventy-five (75) percent of the budget authorized by execution of this Agreement or Notice(s) to Proceed for the project has been expended. In the event services beyond those specified in the Scope of Work and not included in the compensation are required, Subcontractor shall identify this work for Tetra Tech. Subcontractor shall submit a labor/fee estimate for such services and a contract modification shall be negotiated and approved in writing by Tetra Tech, prior to any effort being expended on such services.

8. **SCHEDULE OF PAYMENTS:** Subcontractor shall invoice Tetra Tech for work done in any calendar month in a format acceptable to both Tetra Tech, and the Client. Invoices received by the last Friday of the month will be included in the Tetra Tech invoice to the Client for the prior period. Invoices received after the last Friday of the month will be carried forward to be included with the next Tetra Tech invoice to the Client. All invoices shall include a written description of the work performed, the basis for payment requested, and Tetra Tech Agreement Number. Invoices received later than thirty (30) days after the end of the month and after Tetra Tech has made final billing to the Client may be considered null and void. Any invoice received more than ninety (90) days after the end of the month in which work was completed may be considered null and void. Invoices will be paid within fifteen (15) days of the time Tetra Tech receives payment from the Client for services that include Subcontractor invoices.

The Subcontractor's invoices should include the following information:

- i. Completed W-9 Form (US-based entity);
- ii. Business Registration Number (International entity);
- iii. Subcontractor Information
  - a. Full name of business, address, phone number and email address;
- iv. Remit to Address (If PO box or different address than business address);
- v. Invoice Date;

- vi. Invoice Number;
- vii. Business Number
  - a. US-based entity - Taxpayer Identification Number (TIN), Employer Identification Number (EIN), or Social Security Number; or
  - b. International entity – Business Registration Number;
- viii. Reference Number;
  - a. Agreement Number or Project Number;
- ix. Quantity;
- x. Description of Goods Provided or Work/Services Performed;
- xi. Currency;
- xii. Amount;
  - a. Subtotal per line item, subtotal at bottom, separate line for taxes, fees, etc. Grand total at the bottom right; and
- xiii. Preferred Method of Payment – Check, ACH or Wire Transfer – Please include instructions.

In order to be paid via an international wire transfer, as an international entity, the Subcontractor must provide a document that verifies Subcontractor's bank account information and confirms the account holder. This can be a PDF document, obtained through the bank's online portal website or a document that the bank supplies, on their letterhead. Either should include the below referenced fields:

#### **Bank Information**

- i. Bank Name;
- ii. Bank Address;
- iii. Beneficiary Name;
- iv. Bank Account Number;
- v. BIC/SWIFT;
- vi. IBAN; and
- vii. Bank Account Currency

#### **Intermediary Bank (Required for International USD Payments)**

- i. BIC/SWIFT/ABA;
- ii. Bank Name;
- iii. International Bank Account Number;
- iv. Bank City; and
- v. Bank Country

#### **Correspondent Bank (Additional Intermediary Bank)**

- i. BIC/SWIFT/ABA;
- ii. Bank Name;
- iii. International Bank Account Number;
- iv. Bank City;
- v. Bank Country

9. AUDIT AND ACCESS TO RECORDS: Subcontractor cost records and accounts pertaining to this Agreement are to be kept for inspection by representatives of Tetra Tech, the Client, and Governmental Agencies for a period of three (3) years after final payment, and in accordance with any additional Prime Contract provisions. Should a future audit by the Client or other agency be required and find rates are incorrect (too high) and Tetra Tech is required to reimburse the

Client, the Subcontractor shall reimburse Tetra Tech for any and all Subcontractor amounts so claimed by Client as an overpayment of Subcontractor.

10. OWNERSHIP OF DOCUMENTS: Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement shall become the property of Tetra Tech and the Client.

#### 11. FEES AND EXPENSES:

- a. Tetra Tech shall compensate Subcontractor for the Work specified in the Statement of Work in accordance with the fee provisions set forth therein. Subcontractor shall submit to Tetra Tech an invoice for the services with such copies of records and supporting documentation as Tetra Tech shall request, identifying the Work performed, the date or dates on which such Work was performed, and the fees applicable for such Work pursuant to the applicable Statement of Work. Subcontractor shall not incur any expense or disbursements (unless included within the fees applicable in the Statement of Work) without the prior consent of Tetra Tech. Tetra Tech shall reimburse Subcontractor for those travel expenses that are pre-approved by Tetra Tech and are billed at coach or special fare rates. Per Diem will be paid in accordance with standard government per diem rates. Except for pre-approved expenses specified in the Statement of Work, the fees for Work specified in a Statement of Work and accepted by Tetra Tech constitute full and complete compensation for Subcontractor's Work and for all obligations assumed by Subcontractor under this Subcontract.
- b. Invoices will be paid within ten (10) days of the time Tetra Tech receives payment from the Client for services that include Subcontractor's invoice(s). Receipt of payment by Tetra Tech from the Client for the Work is a condition precedent to payment by Tetra Tech. Payment of invoices will not be deemed acceptance of Work, but rather such Work will be subject to inspection, test, and rejection in accordance with the acceptance or completion criteria as specified in the relevant Statement of Work. Tetra Tech may, at its discretion, either reject the Work that does not comply with the acceptance or completion criteria, and receive a refund of any fees paid for such rejected Work, or require Subcontractor, upon Tetra Tech's instruction, to repair or re-perform such Work without charge to Tetra Tech in a timely manner. Subcontractor will be responsible for payment of all income, social security and other tax obligations arising in connection with the performance of this Subcontract.
- c. Other Direct Costs (ODC) for in-country travel and transportation, lodging, and subsistence expenses necessary for the performance of the services are authorized, if approved in writing and in advance, and in support of this authorization, Subcontractor shall include in financial reporting the information specified for all travel-related expenses.

#### 12. TAXES:

- a. Subcontractor represents that the Invoicing Rates set forth in the Subcontract budget under Exhibit B, Pricing, and other rates that may be proposed for additional services if requested, include, or shall include all corporate taxes presently assessed against Subcontractor by the United States and the Government of [PROJECT COUNTRY].
  - (1) Per [ARTICLE 1 (e)] of this Subcontract, the parties acknowledge that the Government of [PROJECT COUNTRY] may, at any time, change its tax laws, and that such change could give rise to tax increases and new taxes beyond those included in the budget.
  - (2) The parties agree to cooperate and collaborate: (i) in their mutual efforts to apply for, and receive tax exempt status from the Government of [PROJECT COUNTRY]; and (ii) if tax exempt status is not granted, to obtain payment of such taxes from [CLIENT], including adjudication of any refusal by [CLIENT] to pay for increased taxes.

- (3) The parties contemplate that this Subcontract may be modified at a later date to reflect future developments associated with changes in local tax laws where such changes give rise to Subcontractor's incurrence of additional allowable costs as determined and first approved by [CLIENT] for reimbursement under this Subcontract.

### 13. MATERIALS: [T&M and Cost Reimbursement]

The parties agree that Materials shall be billed at cost and will be paid by Tetra Tech pursuant to the following terms:

- a. In accordance with [CONTRACT TYPE], and [ANY ADDITIONAL AGENCY/CLIENT SPECIFIC CLAUSES] (each such clause to apply to the extent that it does not substantively conflict with an express provision set forth in [ARTICLES XX], or in [EXHIBIT]), Subcontractor shall only invoice Tetra Tech for those material costs that are properly documented, reasonable, allowable, and allocable to this Subcontract, and incurred in performance of the services required elsewhere under this Subcontract; and Tetra Tech shall pay Subcontractor for all such properly invoiced material costs in accordance with [ARTICLE XX]. In the event of a conflict between a requirement of the FAR and [AGENCY/CLIENT SPECIFIC CLAUSES] clauses cited herein, and the other provisions referenced in this subpart (a), such other provisions shall take precedence.
- b. If Tetra Tech's advance approval is required before incurrence of cost for a particular item, that approval must be documented, and included with Subcontractor's invoice.
- c. "Materials" is generally defined as set forth in 48 CFR 52.232-7(b); however, for the purposes of this Subcontract, "Materials" does not include costs expressly identified by [EXHIBIT], Pricing, as a labor category for which this Subcontract sets forth an invoicing rate (Daily LoE Rate). No profit/fee shall be applied to costs for direct materials.

### 14. CHANGES:

- a. Tetra Tech may, at any time by written notice, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in the Subcontractor's Services, the time required for performance thereof, or the compensation therefore, this Subcontract may be modified by mutual written agreement. Under no circumstances shall Subcontractor proceed with additional Services or incur expenses for which additional compensation is to be charged or requested, without the express, written authorization of Tetra Tech.
- b. Upon approval from Tetra Tech, Subcontractor shall be paid for changes or alterations in the work for the actual amount allowed therefore to the Subcontractor by Client. Payment will be made to Subcontractor within ten (10) days after Tetra Tech receives such payment by Client, in accordance with [ARTICLE 8]. Subcontractor shall submit an itemized, detailed breakdown for each change proposal. The procedures for administering changes shall be as set forth in the "Changes" clause of the Prime Contract.

15. EQUAL OPPORTUNITY EMPLOYMENT: Subcontractor shall comply with federal regulations 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a) pertaining to Equal Opportunity Employment. Subcontractor will comply with applicable local, state, and federal regulations concerning minority hiring. Subcontractor's policy shall ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status\*, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Subcontractor expressly assures all employees, applicants for employment, and the community, of its continuous commitment to equal opportunity and fair employment practices. Subcontractor's equal opportunity employment policy shall apply to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

16. COMPLIANCE WITH LAWS, ORDINANCES, AND CITY, COUNTY, AND STATE LICENSING: Subcontractor shall comply with Federal, State, and local laws, ordinances, building codes, and City, County, and State licensing (professional business, etc.) requirements applicable to the services to be provided under this Agreement.

17. INSURANCE: Subcontractor shall procure and maintain the following minimum insurance limits, which shall provide primary coverage with respect to the services provided under this Agreement. Tetra Tech's insurance shall be excess and noncontributory.

- i. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute;
- ii. Commercial General Liability — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate;
- iii. Automobile Liability — minimum of \$1,000,000 combined single limit for bodily injury and property damage; and
- iv. Professional Liability — \$1,000,000 each claim and in the aggregate.

All policies shall be endorsed to provide Tetra Tech with thirty (30) days' written notice, prior to cancellation of the insurance. The Commercial General Liability and Automobile Liability policies shall name Tetra Tech and Client as additional insureds. Claims-made policies shall be kept in force during and for six (6) years after completion of the services. Subcontractor shall submit Certificates or Evidence of Self Insurance for the above policies to Tetra Tech prior to commencing work. It is expressly understood that Subcontractor shall comply with any additional (or greater) insurance requirements stated in the Prime Contract, including minimum required insurance limits (i.e., waiver of immunity on industrial insurance, waiver of subrogation, etc.).

18. INDEMNIFICATION AND HOLD HARMLESS: Subcontractor shall defend, indemnify, and hold harmless the Client, Tetra Tech, and their respective officers, directors, employees, and agents from any and all liability, settlements, losses, defense and investigative costs, and expenses in connection with any action, suit, claim, or potential claim arising out of the performance or non-performance of this Agreement, including, but not limited to, the negligent acts, errors, or omissions, breach of contract, willful or intentional conduct, and fraud by Subcontractor, its employees, or Subcontractor's tier Subcontractors and/or subcontractors, and in accordance with any Prime Contract indemnification requirement(s).

19. CONSEQUENTIAL DAMAGES: It is agreed that neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising from or related to this Subcontract, any act or omission in connection with the providing of services hereunder or any act or omission of their personnel whether grounded in contract, tort, including, but not limited to, negligence or strict liability, breach of warranty, or any other legal theory.

20. DISPUTES: In the event of a dispute between parties, Tetra Tech shall have the right to join any other Subcontractor(s) or Client as a party or parties to the dispute proceeding, if in the judgment of Tetra Tech, the dispute may involve the Client and/or another Subcontractor or individual consultant.

- a. If any claim, controversy or dispute of any kind or nature whatsoever arises between Tetra Tech and Subcontractor and such dispute cannot be settled through negotiation, then any dispute shall be determined in appropriate legal proceedings. Mediation is an express condition precedent to the filing of any legal action. In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall be then submitted to non-binding mediation within ten (10) business days from written notice of concluded negotiations following Commercial Mediation Rules published by the American Arbitration Association. Unless the parties agree to otherwise, mediation shall be held in the Commonwealth of Massachusetts. The parties shall share equally the costs and fees of the mediation. Each party shall pay its own costs and attorneys' fees incurred in mediation. Pending the resolution of any dispute under this Subcontract, the Subcontractor shall proceed as directed by written notice from Tetra Tech. Disputes under this Subcontract shall not affect any other Subcontract in place or other Work being performed by Subcontractor.

- b. If a decision relating to the Prime Contract is issued by the Client under the Prime Contract and the decision relates to this Subcontract, said decision, if binding upon Tetra Tech under the Prime Contract shall also be binding upon Tetra Tech and Subcontractor with respect to such matter. In the event that any change arises out of or is caused by action or inaction of Client, and provided (1) that due notice as required hereunder has been given and (2) that Tetra Tech believes the request is reasonable and made in good faith as indicated by Subcontractor's Certification as set out below, Tetra Tech shall pass Subcontractor's request for adjustment through to Client for resolution. The decision of Client with respect to any such request shall be final and binding on Subcontractor and the change, if any, actually agreed to by Client pursuant to such pass-through request shall constitute Subcontractor's sole and exclusive remedy, and Subcontractor shall make no claim against Tetra Tech, in connection therewith.
- c. If any Client decision or judgment is binding upon Tetra Tech and Subcontractor, and Tetra Tech is unable to obtain reimbursement from the Client under the Prime Contract for, or is required to refund or credit any amount with respect to, any item of cost or fee for which Tetra Tech has reimbursed Subcontractor, then Subcontractor shall, on demand, promptly repay such amount to Tetra Tech. Tetra Tech's maximum liability for any matter connected with or related to the Subcontract, which was properly the subject of a claim against the Client under the Prime Contract, shall not exceed the amount of Tetra Tech's recovery from the Client.
- d. In order to induce Tetra Tech to pass through Subcontractor's request to Client, Subcontractor shall with each such request provide a certification signed by an officer stating the following:
- "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Subcontractor believes the Client is liable; and that I am duly authorized to certify the claim on behalf of the Subcontractor."*
- e. Should there be any suit or actions instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

21. **RELEASE OF CLAIMS:** In consideration of full payment by the Contractor to the Subcontractor, under this Agreement, the Subcontractor, upon payment of the said sum, will remise, release, and discharge the Contractor, and the Client, its officers, agents, and employees, of and from any and all manners of debts, dues, sum or sums of money, accounts, liabilities, obligations, claims, and demands whatsoever, in law and in equity, arising out of or under this Agreement.

22. **ASSIGNMENT:** The Subcontractor shall not assign this Agreement without the written consent of Tetra Tech, which may, or may not be granted, at Subcontractor's sole discretion.

23. **SUBCONTRACTING:** Subcontractor will not subcontract any of its obligation under this Agreement to a third party, including the provision of any Scope of Work, without Tetra Tech's prior written consent.

24. **OPTION TO EXTEND:** Tetra Tech may extend the term of this Subcontract by giving written notice to the Subcontractor within **[PERIOD OF TIME IN WHICH TETRA TECH HAS TO EXERCISE THE OPTION]**. If Tetra Tech exercises an option, the extended contract shall be considered to include this option provision. The total duration of this Subcontract, including the exercise of any options under this clause, shall not exceed **[MONTHS & YEARS]**.

## 25. INCORPORATION OF PRIME CONTRACT FLOW DOWN TERMS AND CONDITIONS:

- a. The Prime Contract flow down terms and conditions are attached as [EXHIBIT] to this Subcontract and made a part hereof. [IF THE FAR IS INCLUDED IN THE PRIME CONTRACT] This Subcontract also incorporates certain Federal Acquisition Regulation (FAR) clauses listed in the Prime Contract which are specifically referenced herein. The text of each clause of the Prime Contract and the FAR shall be deemed to be modified with respect to the identification of parties as provided in paragraphs (b) and (c) below.
- b. Unless one of the exceptions provided in paragraph (c) below shall apply, the term “Contract” shall mean “Subcontract”; the term “Contractor” shall mean “Subcontractor” the term “Government” or “[CLIENT]” shall mean “Tetra Tech”; and the term “Contracting Officer” shall mean the “Tetra Tech Contract Manager”.
- c. The following instances are exceptions to the general rules of construction as provided in paragraph (b):
- (1) Where an explicit provision of this Subcontract states a contrary intent;
  - (2) Where access to proprietary information or other proprietary data is required; or
  - (3) Where interpretation in accordance with the rules stated above would place Tetra Tech in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.
- d. References in any provisions incorporated by reference herein to the “Disputes” shall be construed as references to the “Disputes” clause contained in ARTICLE 20 of this Subcontract. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the disputes process as defined in the terms of the Prime Contract.

## 26. SUSPENSION OF SERVICES:

Tetra Tech may, at any time, by written notice to Subcontractor, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order Subcontractor shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such Work. Within ninety (90) days after the effective date of the stop-work order, Tetra Tech shall (a) cancel the stop-work order; (b) terminate all or a portion of the affected, or (c) continue the stop-work order. Tetra Tech agrees to make a good faith effort to negotiate an equitable adjustment in the delivery schedule and/or price hereunder if the stop-work order results in an increase in time or cost for performance. Subcontractor must assert a claim for equitable adjustment within fifteen (15) days after the end of the Work stoppage.

27. DELAYS: Neither Party shall be liable to the other for delays or failure to perform caused directly or indirectly by circumstances beyond that Party’s control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or failure to act of Customer, Owner or third parties, site inaccessibility to obtain material, labor, equipment, or transportation, provided, and only to the extent, such delays are not the result of the negligence of the party claiming the delay. Should any of the above occur, then the date for Completion or any other milestone date specified in the Statement of Work shall be adjusted for such delay in accordance with Article 14 (Changes), provided where the Subcontractor is claiming delay, the Subcontractor reports the delay to Company within three (3) days of its discovery.

28. FORCE MAJEURE: Subcontractor shall not be considered in default in the performance of its obligations hereunder to the extent that such performance is delayed by causes outside its control and not due to its fault or negligence and not reasonably foreseeable or, if foreseeable, cannot be avoided by the exercise of all reasonable efforts, including acts of civil or military authority, acts of God, acts of war, acts of government, riot, insurrection, blockages, embargoes, sabotage, epidemics, fire, flood, and/or famine. No such interruption shall relieve Subcontractor of its duty to perform or give rise to any damages or additional compensation from the Tetra Tech. Subcontractor has as its sole remedy against Tetra Tech in the event of such interruption the right to seek an extension of time for performance equal

to the time lost as a result of said interruption. In the event of such interruption, the Subcontractor shall notify Tetra Tech within two (2) working days in writing of the nature, cause, date of commencement and anticipated extent of such delay and its effect on the scheduling and/or equitable adjustment flow down upon Client's approval of performance. Any request for an extension of time by reason of such interruption shall be given to the Tetra Tech within two (2) days after the end of the interruption. Additional work and associated costs resulting from a force majeure event will be performed in accordance with **Article 14** (Changes).

29. INDEPENDENT CONTRACTOR AND STANDARD OF CARE: Subcontractor is, and shall be, at all times, during the term of this Agreement, an independent contractor, and not an employee or agent of the Client or Tetra Tech. Services provided by Subcontractor, under this Agreement, shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances, on projects of similar complexity.

30. EVALUATION: The Subcontractor will be evaluated in the areas of quality, cost control and schedule at the expiration of this Agreement in accordance with TETRA TECH's ISO Procedures (ISO 9000:20158.4.3(e)). A copy of the evaluation is available upon request.

31. STANDARD OF CARE [**A-E SERVICES**]

- a. Subcontractor agrees that Subcontractor and its employees shall, in performing Work hereunder, exercise the degree of skill, care and diligence consistent with the accepted industry standards and perform Work in accordance with any and all drawings, specifications or requirements provided by Tetra Tech, and that such Work will be suitable for the purpose intended. Should Subcontractor fail to perform those standards, it shall (a) without cost to the Client or Tetra Tech, re-perform and correct any substandard Work; and (b) reimburse Tetra Tech for Tetra Tech's costs resulting from or arising in connection with breach of such standard. If Subcontractor fails to replace or correct any such Work after reasonable notice, Tetra Tech may, at its sole option, cause such Work to be replaced or corrected and all costs and expenses incurred in connection therewith shall be borne by Subcontractor. Provided, however, that if the deficiency in the Work poses an immediate health and safety risk to Tetra Tech, Client or others, then Tetra Tech shall have the right to direct re-performance and correction to substandard Work by the most immediate means available, and reasonable costs thereof shall be borne by the Subcontractor.
- b. Any work corrected as consequence of this Article shall be subject to the requirements of this Article as provided for the original Work. The rights and remedies of Tetra Tech as provided in this Article and elsewhere in this SUBCONTRACT shall in no way limit any other rights and remedies Tetra Tech may have under this SUBCONTRACT or at law or in equity.

32. DEBARMENT AND SUSPENSION: The parties acknowledge that the U.S. Government suspends or debar Contractors/Entities/Individuals to protect the Government's interests and prohibits contractors from doing business with such entities.

- a. Subcontractor represents for itself and its principals, Clients, officers, employees, and directors that none of them is presently suspended or debarred, or otherwise listed in the System for Award Management (SAM) as ineligible to participate in federally funded programs; Subcontractor shall, for the duration of this Subcontract, notify Tetra Tech of any pending or effective suspension or debarment.
- b. The Subcontractor shall not enter into any lower-tier Subcontract with an entity or individual that is debarred, suspended, or proposed for debarment. FAR Subpart 9.4 (Procurement Programs) and the Government-wide Non-procurement Suspension and Debarment Common Rule [68 FR 66533] (Non-procurement Programs) provide the guidance for using the Excluded Parties List System (EPLS)/System for

Award Management (SAM) located at <http://www.sam.gov/> before entering into a primary tier or lower-tier transaction.

- c. The Subcontractor shall require its lower-tier subcontractors to sign a “Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions” and, if applicable, the “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower-tier Covered Transactions”.

33. ANTI-DRUG TRAFFICKING: The Subcontractor certifies that it is in full compliance with FAR 52.223-6 and within thirty (30) days after award, Subcontractor shall publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition and establish an ongoing drug-free awareness program.

34. PROHIBITION AGAINST INVOLVEMENT OR SANCTIONING OF ILLEGAL SEX-TRADE ACTIVITY: The Subcontractor certifies that it is in full compliance with FAR 52.222-50 and is not connected with, benefiting from, or engaged in any way with any form of illegal sex trade activity and that it will promptly report to Tetra Tech any knowledge of such illegal activity. The Subcontractor certifies that it is not engaged in any activity which could be construed as encouraging, motivating, condoning, or providing incentives for such illegal practices.

35. FOREIGN CORRUPT PRACTICES ACT COMPLIANCE: The parties acknowledge the application and importance of the United States Foreign Corrupt Practices Act of 1977, as amended (the “Act”), with respect to the business opportunities sought by Subcontractor / Intermediary for the benefit of TETRA TECH. Each party hereto desires to rely on full compliance with the Act by the other party, its agents and representatives.

In conformity with the Act, and with each party’s established policies regarding business practices, Tetra Tech, the Subcontractor / Intermediary and their respective affiliates, officers, directors, agents and employees shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer as a gift, promise to give, or authorize the giving of anything of value (whether in money, property, or services) to any person (whether directly or indirectly through a family member or any entity in which an employee or family member holds an interest or is affiliated, or otherwise), private or public, regardless of form for the purpose of influencing an act of decision (including a decision not to act) of an official of any government or of an employee of any company or inducing such a person to use his or her influence to affect any such act of decision in order (a) to assist Tetra Tech in obtaining, retaining or directing any business, (b) to pay for favorable treatment for business secured, (c) to obtain special concessions or for special concessions already obtained, for or in respect of the business or Tetra Tech, or (d) in violation of any legal requirement of any governmental or regulatory body or any applicable order thereof. Each party shall hold the other harmless from and against the consequences of a violation of this paragraph by the acting party.

36. SMALL BUSINESS:

- a. In accordance with Federal Acquisition Regulation (FAR) clauses 52.219-8 (Utilization of Small Business Concerns) and 52.219-9 (Small Business Subcontracting Plan), Subcontractor shall make a "good faith effort" to meet or to exceed the procuring agency's small business subcontracting goals.
- b. Other-Than-Small-Business (OTSB) Subcontractors to Tetra Tech, Inc. (with Subcontracts or SUBCONTRACT Modifications, that individually are expected to exceed \$700,000 (services & supplies) or \$1.5 Million (construction) and that have subcontracting possibilities) must forward to Tetra Tech, with this signed SUBCONTRACT, or within twenty (20) calendar days after execution, a Small Business Plan (template available) for Tetra Tech approval. The Subcontractor's failure to deliver an acceptable Small Business Plan within said twenty (20) days may be deemed a material breach of this SUBCONTRACT and may result in SUBCONTRACT termination.

- c. Subcontractor agrees to submit to Contractor Individual Subcontracting Reports (ISR's). Subcontractor is required, on a semi-annual basis for the periods ending 31 March and 30 September, to submit reports containing information on socioeconomic awards status on subcontracting goals. If Subcontractor has more than one subcontracting plan with Tetra Tech, a Summary SUBCONTRACT Report (SSR) is required for the period 01 October through 30 September annually, providing summary totals for all subcontracting plans combined. The reporting requirements are for the life of the SUBCONTRACT. The ISR and SSR must be submitted through the Electronic SUBCONTRACT Reporting System (eSRS) at <http://www.esrs.gov>.

37. AMENDMENT AND NON WAIVER: This Subcontract may be modified only by written Modification or Amendment signed by authorized representatives of Tetra Tech. No other modification change or amendment shall have any force or effect. Failure by Tetra Tech in any instance to insist upon observance or performance by the Subcontractor of all terms, conditions or provisions of this Subcontract shall not be deemed a waiver by Tetra Tech. No waiver shall be binding upon Tetra Tech unless done pursuant to a formal Change Subcontract or Amendment in writing, signed by Tetra Tech's Contractual Representative, and shall then be for the particular instance only. Payment of any sum by Tetra Tech to Subcontractor with or without the knowledge of any breach shall not be deemed to be a waiver of any such breach or any other breach, nor shall such payment constitute an acceptance of the Work not in accordance with this Subcontract nor relieve Subcontractor of its obligations hereunder.

38. CONFIDENTIALITY: All information obtained by Subcontractor hereunder is the exclusive property of the Client. Subcontractor agrees that all information which is or may be obtained during the performance of the Work under this Subcontract shall be kept confidential and shall not be used for the benefit of Subcontractor nor divulged to third parties without the prior written consent of Tetra Tech. This confidentiality obligation shall continue in force and effect during the term of this Subcontract and for five (5) years thereafter and is applicable to all information except that information which lawfully becomes a part of the public domain.

39. OWNERSHIP AND REUSE OF DOCUMENTS:

- a. All designs, drawings, specifications, notes and other works developed in the performance of this Subcontract shall become the sole property of the Client and may be used on any other design or construction without additional compensation and/or consideration to the Subcontractor.
- b. The Client shall be considered "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201 (B) of Title 17, United States Code. The Subcontractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Subcontractor, for a period of three (3) years after completion of the project, agrees to furnish all retained works (works attributed to or produced because of the contract) at the request of Tetra Tech. Unless otherwise provided in this Subcontract, the Subcontractor shall have the right to retain copies of all works beyond such period, except in the case of classified designs, drawings, specifications and any other documents.
- c. Unless otherwise provided for in the Agreement, the documents described in (a) above are not to be used by other than the Subcontractor on other work and, with the exception of the signed Subcontractor set, additional copies thereof provided to or made by the Subcontractor are to be returned or suitably accounted for by the Subcontractor upon final completion of the work.
- d. All data furnished to the Subcontractor and data developed in connection with the project shall be considered privileged. Public announcements, including news releases, are to be cleared through Tetra Tech and the Client prior to release. This prohibition also applies to all firms involved in the project including subcontractors at any tier. Because of this, subcontractors are required to distribute the contents of this provision to all of lower-tier subcontractors.

40. PROBITY: Subcontractor shall strictly ensure that it and its officers, directors, employees, agents, consultants, suppliers, and subcontractors avoid (a) any actions in violation of (or that might reasonably be considered to be in violation of U.S. or Cooperating Country Government laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and (b) any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of Tetra Tech, or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Contract execution of administration), to the actual or proposed detriment of the Tetra Tech, the U.S. Government, or the Cooperating Country. If an issue should arise concerning compliance with this Article, Subcontractor shall immediately provide Tetra Tech with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by the Subcontractor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by Tetra Tech as a material Contract breach. Subcontractor shall indemnify and hold Tetra Tech harmless for any costs, delays, losses, damages or other liabilities (including, without limitation, reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with U.S. Government investigations) incurred by Tetra Tech as a result of any occurrences covered by this article, or any allegations relating to the purported occurrences of this nature.

41. AUTHORIZED SUBCONTRACT REPRESENTATIVES:

Tetra Tech’s Project Manager identified in an individual Work Order, or a duly authorized representative, will provide direction to the subcontractor about the specific work to be performed. In the event technical direction is given that will affect the price, period of performance, or that otherwise is in conflict with the terms and conditions of this SUBCONTRACT, the Subcontractor shall notify Tetra Tech’s subcontracts representative(s):

Tetra Tech’s Program Manager: David George  
Telephone No.: (508) 786-2233  
Email: [david.george@tetratech.com](mailto:david.george@tetratech.com)

Tetra Tech’s Contract Manager: Jackline Scott  
Telephone No.: (508) 786-2202  
Email: [jackline.scott@tetratech.com](mailto:jackline.scott@tetratech.com)

The Subcontractor authorizes the following representatives to act on the behalf of the Subcontractor for this SUBCONTRACT:

Subcontractor’s Program Manager:  
Telephone No.:  
Email:

Subcontractor’s Contract Manager:  
Telephone No.:  
Email:

42. KEY PERSONNEL: If required under a Work Order, Key personnel must be employed with the Subcontractor at the time of award of the Work Order and shall be maintained, to the maximum extent possible, throughout this SUBCONTRACT. Should changes be necessary, the Subcontractor shall notify Tetra Tech in writing of the proposed substitute and their qualifications. Implementation of the changes shall be subject to Tetra Tech approval, and Client approval if required by the Client Contract.

## 43. ASSIGNMENT:

- a. The Subcontractor shall not assign this SUBCONTRACT, or any interest herein, or any payment due or to become due, or any right or claim hereunder without the prior written consent of Tetra Tech. Any assignment not conforming to this requirement shall be ineffective and void. All claims for monies due or to become due from Tetra Tech shall be subject to deduction by Tetra Tech for any set-off, recoupment, or counterclaim that arose before or after such assignment by the Subcontractor. In no event shall a copy of this SUBCONTRACT or any other related document marked with any security classification or proprietary notice be furnished to any assignee of any claim arising under this SUBCONTRACT or to any other person or firm without the prior written consent of Tetra Tech.

## 44. PRIVACY OF CONTRACT:

- a. The contractual relationship for this Agreement is between Tetra Tech and Subcontractor. There is no privity of contract between Subcontractor and [CLIENT].
- b. All communications between Subcontractor and [CLIENT] must be approved in advance by Tetra Tech's Contract Manager. In no event shall Subcontractor provide cost estimates or work products directly to [CLIENT] or any other third party.
- c. Under no circumstances shall Subcontractor act upon directions given by a representative of [CLIENT] without the specific written confirmation by the Tetra Tech Contract Manager. All such direction and technical liaison shall take place through Tetra Tech. Tetra Tech will not be liable for costs of work performed by Subcontractor outside of these terms. If Subcontractor receives such direction from any representative of [CLIENT], Subcontractor shall notify the Tetra Tech Contract Manager as soon as possible before taking any action based upon such direction.

## 45. ENTIRE AGREEMENT:

- a. This Subcontract represents the entire Subcontract of the Parties as to the Work rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Order are hereby superseded, unless specifically added in a written Change Order/Modification to this Contract.
- b. Each party of this Subcontract acknowledges that no representations, inducements, promises or Subcontracts, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other Subcontract, statement, or promise not contained in this Subcontract shall be valid or binding. Any modification of this Subcontract shall be effective only if it is in writing, signed, and dated by all parties hereto.
- c. This Subcontract consists of this narrative Subcontract comprised of the [xx (xx)] articles set forth herein, and all Exhibits appended hereto.
- d. In the event of a conflict, contradiction, or ambiguity between or among any provisions included in any document comprising a part of this Subcontract, and such conflict, contradiction, or ambiguity has not otherwise been waived by the aggrieved party, the following order of precedence shall govern:
  - (1) Subcontract Narrative Articles
  - (2) Exhibit A – Prime Contract Flow Down Clauses
  - (3) Exhibit B – Statement of Work Order

- e. In the event that any provision set forth herein is later adjudicated and determined to be invalid or unenforceable as a matter of law or public policy, such provision shall be excised from the Subcontract without impacting the remaining provisions of the Subcontract.

46. HEADINGS:

The headings within this Subcontract are for convenience only and are not intended to define, limit or affect construction of the contents of this Subcontract.

47. SEVERABILITY: Should any Article, portion or application therefore of this Subcontract be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the validity and enforceability of the remaining Articles, portions or applications thereof, including remaining aspects of an affected Article, shall not be impaired and, to the extent necessary, Tetra Tech and Subcontractor shall negotiate an equitable adjustment in the affected Articles of this Subcontract. The Parties' obligations under [Articles [xx]] will survive the termination of this Subcontract. The parties acknowledge that this is a negotiated Subcontract, that they have had the opportunity to have this Subcontract reviewed by their respective legal counsel, and that the terms and conditions of this Subcontract are not to be construed against any party on the basis of such party's draftsmanship hereof.

48. OTHER PROVISIONS:

- a. This Subcontract has been entered into for the sole benefit of Tetra Tech and Subcontractor. It is not intended to benefit, or create any rights whatsoever in favor of, or duties to any persons other than Tetra Tech and Subcontractor.
- b. It is the parties' intent that their respective personnel shall not in any manner be deemed to be intentional or incidental beneficiaries of this Subcontract.

Executed on this \_\_\_\_ day of \_\_\_\_\_, [xxxx], by both parties through their authorized representatives.

**TETRA TECH, INC.**

**SUBCONTRACTOR**

Signature:

Signature

:

Title:

Title:

Date:

Date:


**EXHIBIT A**  
**PRIME CONTRACT FLOW DOWN CLAUSES**

SAMPLE

## SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

### C.1 TASK ORDER TITLE

The title of the contract is “Architect–Engineer Services II for Dioxin Remediation at Bien Hoa Airbase Area” or “A&E II.” The abbreviation is only authorized for internal use and is not the official branding/marketing of the Contract.

### C.2 INTRODUCTION

The Dioxin Remediation at Bien Hoa Airbase Area Project (“the Project”) is one of the highest priority USG activities in Vietnam and is aimed at addressing the Agent Orange legacy from the U.S.-Vietnam War. The primary purpose of this work is to overcome the past, build trust, and strengthen bilateral relations. It enables continued security cooperation between the U.S. and Vietnam and a strong relationship for the achievement of USAID’s other development objectives. It also contributes to a continued positive impression of the United States.

This contract (A&E II) will support the Bien Hoa Project through provision of design, construction management services, and environmental monitoring for Civil Works and Treatment activities, and capacity building of Government of Vietnam (GVN) counterparts, as described in detail further below. It will also support communications and outreach related to the Bien Hoa Project and other war legacy activities in order to strengthen bilateral relations and build trust among the Vietnamese people.

### C.3 BACKGROUND

Since normalization of diplomatic relations, the U. S. Government (USG) and GVN have built a strong bilateral relationship working together to overcome legacies of the U.S.-Vietnam war. One important war legacy is dioxin contamination in soils and sediments in and around facilities used during the war to store and handle Agent Orange. Three major dioxin contamination hotspots in Vietnam were identified through studies completed in the 1990s: Danang, Bien Hoa, and Phu Cat Airports. In 2007, the U.S. Congress began appropriating funds to USAID for dioxin-remediation activities in Vietnam. USAID and the GVN agreed to use these initial appropriations for dioxin remediation at Danang Airport.

#### **Danang Dioxin Remediation**

The Environmental Remediation of Dioxin Contamination at Danang Airport Project was a 10 year project (2009-2018) that used both thermal treatment and containment to destroy or isolate dioxin-contaminated soils and sediment from hotspots at Danang Airport. USAID contractors thermally treated approximately 86,000 cubic meters of soil and isolated approximately 60,000 cubic meters of sediment in a stockpile with a cover system. USAID conducted a Performance Evaluation of the Danang Project ([https://pdf.usaid.gov/pdf\\_docs/PA00TDS3.pdf](https://pdf.usaid.gov/pdf_docs/PA00TDS3.pdf)), which informed the structure and design of the Bien Hoa Airbase Area Project.

#### **Bien Hoa Airbase Project Inception**

Studies have found the Bien Hoa Airbase Area to be the largest of the three major dioxin contamination hotspots in Vietnam (up to 500,000 m<sup>3</sup>). In 2013, USAID began collaborating with the GVN to prepare an Environmental Assessment (EA) of Dioxin Contamination at Bien Hoa Airbase. The EA was prepared in compliance with the requirements of Title 22 of the U.S. Code of Federal Regulations (CFR), Part 216. The 2016 EA is the primary resource documenting characterization of dioxin contamination on and around Bien Hoa Airbase (<https://www.usaid.gov/vietnam/documents/environmental-assessment-dioxin-contamination-bien-hoa-airbase>) to date.

The EA estimates the volume of dioxin-contaminated soils and sediments between 408,500 (baseline estimated volume) to 495,300 cubic meters (m<sup>3</sup>) (with contingency). The majority, approximately 95%, of the soil and sediment is located on the airbase. The remaining 5% of contaminated soil and sediment is located off of the airbase. Since the EA was issued, the GVN has identified approximately 5,000 cubic meters of contaminated soil beyond that identified in the EA.

On January 23, 2018, USAID signed a Memorandum of Intent (MOI) with the GVN Ministry of National Defence (MND)’s Military Science Department (MSD) that confirmed “...their mutual desire to cooperate on efforts to remediate dioxin contamination at the Bien Hoa Airbase area, Vietnam.” The MOI describes roles, collaboration mechanisms, as well as the intentions of each participant during implementation. Subsequently, USAID signed a Limited Scope Grant Agreement (LSGA) for the Project with the MND’s Air Defense-Air Force Command (ADAF) on May 11, 2018 specifying the Project purpose, USAID financial contribution, and Project completion date. The LSGA expires on September 30, 2027. It is a living document that is modified from time to time, as needed.

### **Bien Hoa Masterplan**

In November 2018, USAID signed a contract for A&E Services (A&E I) to provide Masterplan development, civil works design, and construction oversight services. The Masterplan for the Dioxin Remediation at Bien Hoa Airbase Area Project was finalized in October 2020 and presents a comprehensive ten-year plan to remediate dioxin at the Bien Hoa Airbase area. The electronic version of the Masterplan is published on USAID’s Development Experience Clearinghouse at [https://pdf.usaid.gov/pdf\\_docs/PA00XF4J.pdf](https://pdf.usaid.gov/pdf_docs/PA00XF4J.pdf). The Masterplan divides Project activities into two five-year phases. Project Phase I activities include:

- USAID A&E I Bien Hoa Contractor (A&E I) (awarded, estimated completion June 2023)
- USAID First Interim Measures for Dioxin Remediation at Bien Hoa Airbase Area (IM1) (awarded, estimated completion June 2023)
- USAID Second Interim Measures for Dioxin Remediation at Bien Hoa Airbase Area (IM2) (awarded, estimated completion June 2023)
- USAID Treatment – Phase 1 for Dioxin Remediation at Bien Hoa Airbase Area (Treatment - Phase I) (awarded, estimated completion December 2027)
- USAID Civil Works - Phase 1 for Dioxin Remediation at Bien Hoa Airbase Area (Civil Works – Phase I) (awarded, estimated completion September 2026)

Copies of relevant documents will be provided to the A&E II Bien Hoa Contractor (The “A&E II Contractor”) upon award.

### **Key Vietnamese Project Stakeholders (GVN)**

On May 24, 2017, the GVN created Steering Committee 701 or the “National Steering Committee on the Settlement of Post-war Unexploded Ordnance and Toxic Chemical Consequences.” The Prime Minister designated the MND as the lead agency to partner with USAID for Bien Hoa Project design and implementation. MND assigned the Air Defense–Air Force Command (ADAF) as the Project owner to coordinate day-to-day Project implementation with USAID.

The Ministry of Natural Resources and the Environment (MONRE) is the lead environmental regulatory agency in Vietnam and coordinates with the provincial-level Departments of Natural Resources and the Environment (DONREs) as necessary. Dong Nai DONRE has environmental regulatory oversight authority in Dong Nai province.

## **C.4 OBJECTIVES**

The objective of this Task Order is to provide professional A&E and other relevant technical services to USAID/Vietnam to:

- Implement the Project Masterplan.
- Build USAID-GVN working relationships in Project implementation.
- Increase GVN and local environmental remediation capacity.
- Support communication and outreach for the Project and other USAID War Legacy activities.

## **C.5 STATEMENT OF WORK**

The A&E II Contractor will provide design, construction management, environmental monitoring, and other cross-cutting services required to implement the remediation approach(es) in the approved Project Masterplan. Throughout implementation, the Contractor must work closely with USAID and representatives of the GVN. The A&E II Contractor

will serve as USAID’s strategic and technical advisor and provide oversight of the Project throughout the period of performance.

USAID has already awarded a number of contracts under the Project, as mentioned in the Background section above. The Contractor’s services will primarily be focused on the Civil Works - Phase I and Treatment - Phase I contracts. The Contractor may support the final months of IM 1 and IM 2 contracts if their performance periods are extended. Depending on the A&E II procurement timeline, there might be an opportunity for a handover period with the A&E I contractor.

If authorized by the CO, the Contractor will provide planning, design, and procurement support for Phase II activities as described under task C.5.5 Support for Bien Hoa Phase II Activities.

The A&E II Contractor must implement all work in a manner that maximizes the overall benefit and minimizes any conflicts with or between the various Project activities. The A&E II Contractor must coordinate its work as a whole and in an efficient and cost-effective manner to avoid duplication of effort.

### **C.5.1. Review and Update A&E I Documents**

In addition to the Project Masterplan, there are a number of other documents prepared under the A&E I Contract to guide, inform, and monitor project implementation. Upon award, the A&E II Contractor will be provided the documents described below and must review and recommend any updates necessary to address critical gaps and risks, or to improve or streamline implementation under the Project. In some cases, as specifically noted below, documents have been approved by GVN and/or incorporated into the Civil Works and Treatment - Phase I contracts. In these cases, the Contractor will need to provide clear justification for changes as well as potential implications on existing activities. The A&E II Contractor will coordinate and negotiate changes with GVN and contractors, on behalf of USAID, as follows:

- A. Site Conceptual Model** The Project Site Conceptual Model tool was developed as part of the Masterplan to understand how dioxin (and other considerations) have changed over time and will continue to do so in the future. The A&E II Contractor must review the sufficiency of the Site Conceptual Model and update it based on identified gaps. The A&E II Contractor must draft a technical memo to summarize their review of the Site Conceptual Model, including any gaps identified and proposed data collection and evaluation activities necessary to fill those gaps. If directed by the COR, the A&E II Contractor will also update the Site Conceptual Model based on the findings included in the technical memo.
- B. Stormwater Pollution Prevention Plan** The A&E II Contractor must review the site-wide Stormwater Pollution Prevention Plan (SWPPP) to ensure that it is in conformance with the United States Environmental Protection Agency (USEPA) guidance and applicable industry best management practices. The A&E II Contractor must prepare a technical memo to summarize their review and recommend any changes necessary to the SWPPP, and potential implications for the Civil Works and Treatment Phase I contractors. If directed by the COR, the A&E II Contractor will update the SWPPP based on recommendations included in the technical memo and coordinate with GVN for approval.

The SWPPP must identify potential source(s) of stormwater pollution based on the planned construction activities, must select erosion and sediment control best management practices (BMPs), good housekeeping practices, inspection, maintenance and recordkeeping measures and training. The SWPPP must address discharges during and after remedial works until individual construction areas are considered stabilized. The plan must be available to all Project implementation contractors and other entities working or visiting the site. The plan and any updates to the plan must be approved by the COR.

- C. Site Wide Health and Safety Plan** The A&E II Contractor must review the site-wide Health & Safety Plan (HASP) and ensure it is in compliance with applicable U.S. Occupational Safety and Health Administration (OSHA) regulations and EM 385-1-1 U.S. Army Corps of Engineers Safety and Health Requirements Manual. The A&E II Contractor must prepare a technical memo to summarize their review and recommend any changes necessary to the HASP, and potential implications for the Civil Works and Treatment Phase I contractors. If directed by the COR, the A&E II Contractor will update the HASP based on recommendations included in the technical memo and coordinate with GVN for approval.

The HASP must include, at a minimum, onsite worker training, and worker protection mitigation measures

identified in the Site Wide Environmental Mitigation and Monitoring Plan (SWEMMP), GVN Environmental Impact Assessment (EIA), and gender specific requirements identified in USAID’s EA. The HASP must: 1) ensure that worker protection is adequately considered in advanced planning for onsite remediation activities; 2) identify means for ensuring that the labor force involved in the remediation work understands the need for protective measures; and 3) include compliance procedures for ensuring that the health and safety plan is adhered to during remediation activities. The plan must be available to all Project implementation contractors and other entities working or visiting the site. The plan and any updates to the plan must be approved by the COR.

- D. Site-Wide Waste Management Plan** The A&E II Contractor must review the site-wide Waste Management Plan and ensure it is in compliance with applicable USEPA guidelines, GVN regulations, and industry best management practices. The A&E II Contractor must prepare a technical memo to summarize their review and recommend any changes necessary to the site-wide Waste Management Plan, and potential implications for the Civil Works and Treatment Phase I contractors. If directed by the COR, the A&E II Contractor will update the site-wide Waste Management Plan based on recommendations included in the technical memo and coordinate with GVN for approval. The plan must be available to all Project implementation contractors and other entities working or visiting the site. The plan and any updates to the plan must be approved by the COR.

### C.5.2. Develop Project Management and Monitoring Plans

The A&E II Contractor will need to develop management and monitoring plans to reflect their proposed approach. While the current plans prepared by A&E I will be available for review, the plans below should reflect the A&E II Contractor’s methodology. The A&E II Contractor is responsible for obtaining plan approval from relevant GVN ministries and USAID environmental authorities, as required.

- A. Site Wide EMMP** The A&E II Contractor must review and update the existing site-wide Environmental Mitigation and Monitoring Plan (SWEMMP). At a minimum, the SWEMMP must cover elements identified in the 2016 EA to mitigate environmental impacts associated with remedial construction. The SWEMMP must be coordinated and consistent with specifications and design standards incorporated in the Civil Works and Treatment - Phase I contracts and the SWPPP and Site-wide Waste Management Plan described in C.5.1.B and C.5.1.D, respectively.

The EMMP must detail site-wide mitigation and monitoring elements to minimize the potential for environmental impacts during remedial works. The A&E II Contractor must review the EMMP annually in response to monitoring evaluation results and preparation of detailed designs, as applicable. The A&E Contractor must recommend updates to the SWEMMP and review those recommendations with USAID as part of quarterly technical meetings. The A&E II Contractor must prepare an addendum to the SWEMMP to incorporate agreed-upon updates.

- B. Risk Management Plan** The A&E II Contractor must review previous risk assessments and the risk management plan included in the Project Masterplan and prepare their own risk management plan that identifies Project uncertainties, the risk those uncertainties present, and how those risks will be monitored and managed during the period of performance. The risk management plan must describe the processes to monitor Project progress such that the least number of deviations or surprises that hinder progress occur, and deviations that facilitate project progress are leveraged to beneficial effect. The plan must include but not necessarily be limited to:
- List of risk categories, (e.g., technical, construction, external, organizational, management), possible risk sources within those categories, (e.g., soil quantities, weather, approvals, funding, resource limitations) and current identified risks.
  - Impact and probability matrix.
  - Risk reduction and action plan with reference to EMMP mitigation measures, and project control measures, as appropriate.
  - Contingency plan.
  - Risk thresholds and metrics.
- C. Sampling and Analysis Plan (SAP/QAPP)** The A&E II Contractor must review and update the Site-wide Sampling and Analysis plan (SAP) and Quality Assurance Project Plan (QAPP) prepared by A&E I Contractor, towards developing their own SAP/QAPP for the period of performance in accordance with USEPA’s most current and relevant guidance, and other ARARs as appropriate. The SAP/QAPP must include, but is not limited to the following:
- Introduction and Purpose
  - Data Quality Objectives

- c. Sampling Program (Rationale and Collection Procedures)
  - i. Sample nomenclature, handling, management and control
  - ii. Quality Control Samples
  - iii. Equipment/Instrument Maintenance and Calibration
  - iv. Sampling procedures and standard operating procedures (SOPs),
  - v. Field Documentation
  - vi. Decontamination and Waste Management Procedures
- d. Laboratory Analysis and Requirements
- e. Assessment and Oversight
- f. Non-conformance and Corrective Action
- g. Data Review and Validation
- h. Reporting
- i. Records Management

The SAP/QAPP must identify site-wide monitoring locations and media and include adequate information on environmental baseline levels prior to remediation in new areas, to make meaningful comparisons to data collected during implementation. The SAP/QAPP must provide the procedures to be followed for operational monitoring.

Chemical analyses must be conducted by certified analytical laboratories. Refer to the SAP/QAPP for further information.

- D. Data Management Plan** The Project is anticipated to generate significant data, including analytical, technical, and administrative. The A&E II Contractor must coordinate with the A&E I Contractor to obtain all data previously collected including but not limited to GIS information of each decision unit, designs and surveys in CAD formats and must develop and implement their own data management plan to store, track, and retrieve Project specific data and information. The plan must include use of electronic systems as primary means of maintaining project data and documentation. The electronic system must be based on non-proprietary software. During project execution, the data management system must be accessible to the COR and CO at all times and to other USAID personnel as approved by the CO.

The Data Management Plan must include the processes and procedures for storing data and must be consistent with the SAP/QAPP. The plan must outline document naming and numbering conventions and must include change management documentation.

### **C.5.3. Construction Management (Civil Works and Treatment - Phase I)**

The A&E II Contractor must provide construction management services, quality assurance, inspection and oversight during implementation of all Project remediation activities funded by USAID during the period of performance. The Civil Works - Phase I and Treatment - Phase I activities are expected to be the primary focus of these services. However, USAID may request construction management services for other War Legacy related activities that arise during the period of performance through task C.5.8 Program Support Requirements for Other USAID War Legacy Activities. The services under this task include:

- A. Construction Quality Assurance (CQA) Plan** The A&E II Contractor must develop and implement a CQA plan for all Project remediation activities funded by USAID during the period of performance. The CQA plan must include:
- a. List of necessary personnel, and any subcontractor qualifications, including qualifications of an independent QA official who possesses the training and experience necessary to fulfill their identified responsibilities.
  - b. Responsibilities and authorities of key project personnel, contractors, and representatives of organizations involved in the construction management and oversight.
  - c. Description of inspection activities, including a description of the type and frequency of tests and observations used to monitor and verify compliance with design requirements, customary construction practices, and safety codes, etc.
  - d. Description of construction monitoring requirements, objectives, and sampling requirements.
  - e. Documentation requirements for reporting construction QA activities, including daily summary reports, inspection data sheets, and filing system organization.

- f. Procedures, work instructions and drawings as guidance to perform activities and processes consistently.
- g. Documented process by which the specified quality requirements for materials and workmanship are met.
- h. Record control procedures to ensure the maintenance of all records and files for the inspection and testing of all materials and equipment as well as all the daily inspection records of the construction activities related to the project.
- i. Document control procedures to ensure that documents, including changes, are: (1) reviewed for adequacy, (2) approved for release by authorized personnel, and (3) distributed for use where the prescribed activity is performed.
- j. Process control procedures including approved material sources, quality workmanship standards, quality control requirements, acceptance criteria and inspection and testing to control construction processes that affect the specified materials and workmanship quality.
- k. Description of control of non-conforming work and materials procedures to identify, segregate, and track nonconforming work and materials until a resolution is made, to prevent their inadvertent use or installation.
- l. Control of inspection, measuring, and testing equipment procedures ensuring that inspection, measuring, and testing equipment used for contract acceptance are properly identified, controlled, and calibrated by qualified technicians at specific frequencies to maintain accuracy within required tolerances.
- m. Project materials certification process; more specifically, process of certifying that the results of tests performed on acceptance samples indicate the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the authorized plans and specifications.

**B. Construction Management and Oversight Activities** Construction management and oversight are critically important to ensure that the Implementing Contractors carry out the work according to the final designs, specifications, and other project plans, that the environment is not negatively affected, and that any unexpected changes are properly documented, analyzed and channeled for approval by USAID. Local construction practices may not align with U.S. or internationally acceptable standards, so training and capacity building may be necessary for local construction contractors to properly adhere to drawings and specifications.

At a minimum, the A&E II Contractor must provide the following services during implementation of remedial activities:

- a. Review Implementing Contractor deliverables including, but not limited to, Mobilization Plans, Construction Quality Control Plans, SAP and Quality Control Project Plans (QCPPs), Waste Management Plans, HASPs, EMMPs, and Demobilization Plans.
- b. Provide day-to-day management and oversight of Implementation Contractor(s) as USAID's Engineer/Construction Manager on site.
- c. Organize and lead weekly field construction meetings. The agenda of the weekly construction meetings must include resolving in a timely manner all issues that arise from execution of the work including but not limited to matters of quality, quantity, schedule, personnel, and payment.
- d. Participate in weekly program status meetings with USAID. The A&E II Contractor must prepare a standing agenda. Agenda topics must include, but not be limited to: status reports for on-going activities, health and safety updates, and environmental monitoring and compliance. The A&E Contractor must maintain an action item list, identifying the issue/action, responsible person, date action identified; date resolved and/or scheduled to be resolved.
- e. Keep comprehensive project records consistent with the data management plan prepared under C.5.2.D. The A&E Contractor must maintain a record, log, and/or file in electronic format that will become the property of USAID upon completion of work or termination of this Contract. At a minimum, the following items/records must be obtained, accounted for, and maintained:
  - i. Meeting minutes
  - ii. Correspondence
  - iii. Drawings and any modifications
  - iv. Change orders
  - v. Submittal logs
  - vi. Request for Information (RFI) logs
  - vii. Submittal samples and reports
  - viii. Operation and maintenance instructions
  - ix. Daily inspection records

- x. Marked-up sets of field prints showing as-built conditions as work sections are completed
  - xi. Pictorial progress report of work being performed. Photos must be taken at intervals sufficient to document work progress. Each photo must be identified as to project, location, activity/subject matter, date, time and photographer.
- f. Monitor adherence to SAP/QAPP, the site-wide HASP, blood dioxin serum monitoring, the SWEMMP, and activity level EMMPs.
  - g. Review construction schedules submitted by the Implementing Contractors to ensure that they comply with contractual requirements.
  - h. Monitor construction schedule to ensure compliance with construction contracts and recommend remedies if deviations affect performance period, milestones, scope, or cost.
  - i. Inspect and verify locations, dimensions, and orientations of structures and excavations.
  - j. Conduct confirmation sampling in excavations and effluent sampling (as necessary dependent on the recommended remediation alternative), and other activities identified in the site-wide SAP.
  - k. Prepare and submit technical and project memoranda in response to RFIs or other questions to USAID as necessary.
  - l. Review and advise the CO on any proposed schedule of values submitted by Implementing Contractors.
  - m. Review Implementing Contractors' payment invoices and recommend actions.
  - n. Review shop drawings and submittals provided by the Implementing Contractors.
  - o. Assess any proposed changes to drawings and specifications and provide technical recommendations.
  - p. Monitor and document activities in support of the Project conducted by GVN or other, non-USG entities.
  - q. Monitor and inspect construction activities and advise USAID on quality control issues and quality assurance challenges, such as non-compliance with standards, or potential problems that could affect schedule, scope, cost, or safety.
  - r. Advise USAID of actual or potential problems (technical, legal, political, or otherwise) and Implementing Contractor actions that may adversely impact project implementation or increase risks to USAID.
  - s. Conduct inspections of Implementing Contractors' work product and prepare memoranda of recommendation of final acceptance to USAID within 3 business days of the inspection. Each memorandum must include an unequivocal "yes" or "no" on whether the Implementing Contractor followed the work requirements.
  - t. Review and advise the COR on Implementing Contractors' operation and maintenance (O&M) manuals, and other technical documents as requested by the COR.
  - u. Review as-built drawings as well as any other documentation required in the construction contracts to ensure they are submitted properly.
  - v. Monitor, report, and take the necessary measures to assure proper closeout of the construction contracts for the project.
  - w. Promptly review Implementing Contractor claims for extensions of time, payments of extra work, and other similar matters and provide recommendations to the COR.
  - x. Assist with claims and requests for equitable adjustment, such as providing expert testimony.
  - y. Play a major role in the review analysis and in making recommendations to USAID in the event of a possible claim or litigation between the Government and the Implementing Contractors. In the event of litigation or any alternative process between the said parties for the resolution of claims undertaken or defended by USAID, provide expert opinion and recommendations to protect USAID interests such as preparing for and serving as a witness in any public or private hearing or other forum related to projects.

#### **C.5.4. Design Services for Phase I Activities**

- A. Review Treatment - Phase I Contractor Designs** The approved Project Masterplan identified thermal conductive heating (TCH) as the technology used to treat contaminated soils and sediments. The A&E II Contractor must review designs prepared by the Treatment - Phase I Contractor, assess progress and treatment efficiency, and ensure project coordination between the Civil Works I and Treatment I Contractors.

At a minimum, the A&E II Contractor must review the following designs to be submitted by the Treatment - Phase I Contractor at the 30%, 60%, 90% and 100% design stages:

- Treated Material Storage Area (TMSA)
- Treatment system design, including thermal conductive heating, vapor treatment and wastewater treatment
- Site office plan

- Treatment site restoration plan
- Temporary civil works on treatment site, water and power requirements, supplemental fuel, water discharge to drainage system plan

**B. Civil Works - Phase I Dig and Haul Designs (Year 3 and 4)** The A&E II Contractor must prepare detailed design plans and specifications for Dig and Haul activities under the Civil Works - Phase I contract. Design plans and specifications must be based on the Compendium included in the Civil Works - Phase I contract, and must be sufficient enough to be issued to the Civil Works Contractor by the COR.

The A&E II Contractor must conduct site investigations to fill data gaps identified in the Masterplan. Data gaps may include depth of soil or sediment contamination, engineering properties of soils, chemical characterization of soils and sediments, depth and impact to groundwater, and treatability studies.

The design package(s) must include the following:

- a. Summary of site investigation results
- b. Engineering design reports
- c. Design and construction drawings for excavation, containment, and/or support features/structures
- d. Construction sequencing
- e. Supporting engineering documents

The A&E II Contractor must submit design documents to USAID and GVN for review at the 60% and 90% levels of completeness, including a detailed design report and design drawings. The A&E II Contractor must address USAID comments from each design submittal into the subsequent design submittal. Following receipt of USAID comments, the A&E II Contractor must discuss the comments with USAID to incorporate the changes. The final (100%) design will become final upon approval by the COR. The A&E II Contractor will serve as the design engineer and engineer of record.

The A&E II Contractor must establish a design schedule that allows sufficient time for USAID and GVN Review and Approval of Year 3 Final Designs no later than October 1, 2024 and Year 4 Final Designs no later than October 1, 2025. It is anticipated that the overall approval process may take approximately three to four months.

### **C.5.5. Support for Bien Hoa Phase II Activities**

**A. Evaluate Treatment I and Research Alternative Soil Treatment Technologies** The A&E II Contractor must review the approved dioxin treatment approach in the Masterplan and the technology used in the Treatment Phase I contract and recommend changes to the Treatment - Phase II activity. In recommending treatment technologies, the A&E II Contractor must consider factors such as cost, implementation times, and residual risk after remediation is complete. The A&E II Contractor must summarize their recommendations in a technical memo. The recommended approach must be informed by the following:

- a. Phase II excavation and treatment volumes based on section 5 of the Project Masterplan.
- b. Technology evaluation considerations described in section 8.4 of the EA.
- c. GVN's interest in remedial technologies better-suited for knowledge transfer and capacity building post-project completion.
- d. Treatment Phase I performance and cost
- e. Equipment and facilities to be handed over by the Treatment Phase I contractor.

In its evaluation of treatment technologies, the A&E II Contractor must include the following evaluation criteria:

- Ability to meet clean-up criteria.
- Operational sustainability (i.e., minimize hazardous byproducts generated by the process)
- Ability to operate year-round
- Scalability and portability
- Cost, including the use of proprietary technologies, if applicable.

**B. Update Project Masterplan Schedule and Cost Estimates** The A&E II Contractor must update the remediation work phases, activities, schedule and estimates of probable cost, constituting the remedial approach to Project completion. The A&E II Contractor must incorporate green remediation practices in the approach.

The remediation approach must be organized in work phases that are further described by a work breakdown structure (WBS) that identifies and sequences individual work activities. The WBS and work activities must include all related activities implemented by the A&E II Contractor and others under the Project such as unexploded ordnance (UXO) clearance, to be implemented by GVN.

The A&E II Contractor must update the baseline project schedule and estimated capital costs included in section 6 of the Project Masterplan based on progress and costs to date. The final schedule and probable cost must be approved by the CO.

**C. Design Services for Phase II Activities** The A&E II Contractor must plan and design packages for Phase II activities to achieve the final goals established in the Masterplan. Planning will address the accomplishments in Phase I and develop a pathway to completing the goals of treating all high-concentration contaminated soil in the project site, and environmentally containing the remaining low-concentration soil. Planning and design will also address the end goal of landscaping the soil decision units, containment areas, and treatment sites, including the Pre-Treatment Storage Area and Treated Material Storage Area and returning the Project site to the owner in an acceptable state.

For treatment activities under Phase II, the A&E II Contractor must prepare a Preliminary Design, corresponding to an approximate 30% level of completeness. It must include drawings showing the layout, location, and construction schedules, and as applicable, a listing of equipment, components, a process flow diagram, preliminary mass and energy balance, a listing of documents that will be prepared, and when those documents will be prepared. The preliminary design also must include calculations that are the basis for the type and amount of utilities required and sizing of key remediation components.

For non-treatment activities under Phase II, the A&E II Contractor must prepare detailed design plans and specifications in accordance with C.5.4.B (Civil Works Phase I Dig and Haul) above. Design plans and specifications must be based on standards developed as part of Phase I and updated as required based on the remaining Phase II scope and any lessons learned during implementation of Phase I. The design plans and specifications must be sufficient enough to be issued as part of a procurement package as approved by the CO.

**D. Procurement Support Services** The A&E II Contractor must prepare draft Statements of Work and cost estimates for Civil Works - Phase II, Treatment - Phase II and other identified Project activities in accordance with appropriate USAID and other USG procurement laws and regulations, at the direction of the CO or COR as delegated. Work activities include but are not limited to:

- Develop draft Statements of Work.
- Prepare Engineer's estimate of probable cost for each implementing mechanism.
- Facilitate and participate in the solicitation site walks and any solicitation related conferences.
- Serve on a Technical Evaluation Committee (at the discretion of the CO).

#### **C.5.6. Coordination, Communication, and Outreach**

The A&E II Contractor must prepare a Communication and Outreach Plan covering the following tasks:

**A. Coordination with the GVN** The A&E II Contractor must coordinate with the GVN to obtain necessary approvals for Project activities and designs, as required under Decree 38 and other applicable regulations. The GVN will also be responsible for clearing work areas for UXO and munitions and explosives of concern (MEC), and for the relocation of residents required to implement on- and off-base remedial actions. The A&E II Contractor, at the direction of the COR, must coordinate with relevant GVN entities and other stakeholders on issues related to the Task Order services, which may include providing additional technical inputs, arranging and conducting meetings to share information, resolve issues, seek input or approval, etc.

- B. Project Workshops and Meetings** The A&E Contractor must organize and lead technical workshops and meetings with project stakeholders as required to discuss and obtain concurrence on design and construction in support of Project completion. At a minimum, the A&E II Contractor must schedule and lead quarterly technical review meetings with USAID and GVN to review the status of the project, discuss issues/concerns, and facilitate project and activity approvals. In addition, the A&E II Contractor must attend at least weekly meetings with DONRE and the GVN's A&E Contractor(s). Meetings will be held in Bien Hoa and/or Hanoi.
- C. Stakeholder Engagement** The A&E II Contractor must support Dong Nai local authorities and other Project stakeholders to prepare and implement an outreach plan to inform local community members and other stakeholders of the risks associated with dioxin, the most likely dioxin exposure pathways, measures to be taken to minimize such exposures, and gender specific information on Project implementation plans, progress, and successes. The A&E II Contractor must prepare and deliver presentations on project progress to a diversity of USG, GVN, and third-party stakeholders.
- D. Communication** The Bien Hoa Project has many stakeholders. To facilitate project communication and prevent miscommunication, the A&E II Contractor must have a clear Project communication strategy. The plan must further identify communication methods, protocols, roles, and responsibilities, based on the targeted population and addressing gender specific issues and concerns. The communication plan must be consistent with other plans developed under the contract.

In addition to communication specific to the Bien Hoa Project, USAID will also require the A&E II Contractor to support broader War Legacy communication and outreach efforts that cover other USG war legacy activities in Vietnam. The A&E II Contractor must provide communication and outreach support to USAID/Vietnam with the objective of communicating successes and results in war legacy reconciliation and identifying related human interest stories for the USG and for local or international media. This support could include development of museum exhibits and films featuring Bien Hoa and other war legacy projects, preparing and producing outreach materials such as success stories, articles, infographics, presentations, data visualization, as well as photo and video documentation across activities and stakeholders.

The A&E II Contractor may also be requested to organize and conduct site visits with delegations from the U.S. Government, GVN and other partners to highlight project results and successes.

### **C.5.7. GVN Capacity Development**

Under the Danang Project and the Bien Hoa A&E I Activity, USAID funded capacity building efforts to increase the knowledge of GVN officials in environmental assessment and selection of remediation alternatives. The A&E II Contractor must build on that effort by mentoring appropriate individuals during this Activity and providing other training and capacity building as needed. In addition to mentoring GVN officials, support may also be provided to GVN contractors and other local entities to build local environmental remediation capacity and advance Project objectives. The aim of these efforts is to prepare key GVN stakeholders to implement future dioxin remediation activities without external support. Specific mentoring activities may include the following topics:

- Site assessment and risk analysis.
- Proper culture of environmental and construction health and safety.
- Facilitation of remediation related decision making by GVN stakeholder groups.
- Negotiation of post-remediation land use governance and implementation of land use controls including sustained maintenance of these controls, especially maintenance of permanent features/structures constructed under the Bien Hoa Project, such as containment areas.
- Community outreach and coordination, especially for remedial actions conducted in civilian areas.
- Quality assurance and oversight of remediation activities.

In order to identify and plan capacity building activities and get buy-in from GVN, the A&E II Contractor must host an initial needs assessment workshop to identify gaps and areas of interest. The A&E II Contractor must prepare a Capacity Development Plan to summarize the results of the workshop and the Contractor's own assessment of GVN and other stakeholder capacity, and must propose mentoring, training, and other activities to address identified gaps. At a minimum, the A&E II Contractor must propose the following activities:

- Onsite mentoring to GVN stakeholders. The A&E II Contractor must provide participating stakeholders appropriate educational materials (manuals and handouts) for each mentoring session. The A&E II Contractor must support all related costs including but not limited to travel, per diem, and accommodation, but may not provide salary supplements or other than economy class transportation.
- Study tour for GVN stakeholders to the United States. The objective of a study tour is to familiarize GVN officials with key aspects of the remediation implementation. The A&E II Contractor must support all travel-related costs, such as travel, per diem, and accommodation, but may not provide salary supplements or other than economy class transportation. In the event of travel restrictions, A&E II Contractor should develop a remote access study tour that accomplishes the same objectives.

In addition to carrying out the activities identified in the Capacity Development Plan, the A&E II Contractor shall evaluate other remediation projects being carried out by GVN to assess their performance and effectiveness and make recommendations.

### **C.5.8 Program Support Requirements for Other USAID War Legacy Activities**

In addition to A&E Services specific to the Bien Hoa Project, USAID may also require the A&E II Contractor to support other USAID War Legacy activities in Vietnam as authorized by the CO. A number of activities are still in the planning stage, therefore the requirements may change. However, the following are examples of support that may be requested under this task:

- Design reviews, monitoring visits, and advisory services for activities that support accessibility improvements at up to 200 homes and other public locations.
- Construction oversight for upgrades at the War Remnants Museum in Ho Chi Minh City to support a new exhibition.

### **C.5.9 Cross-Cutting Requirements**

**A. Monitoring, Evaluation, and Learning (MEL)** The A&E II Contractor must prepare an Activity Monitoring, Evaluation, and Learning (AMEL) Plan in conformance with ADS 201. Further, the AMEL Plan must describe how the A&E II Contractor will collect, organize, analyze, and apply learning gained from monitoring and evaluation data and other sources. The AMEL Plan must be consistent with the Project MEL Plan, which USAID will provide to the A&E II Contractor upon award. The AMEL Plan should also specifically describe how the A&E II Contractor plans to identify and apply lessons learned from Danang and Bien Hoa Phase I activities in Phase II planning and design. The AMEL Plan must include the following sections:

- Introduction – States the purpose of the plan and provides an overview of the logic model.
- Monitoring – Describes how the A&E II Contractor will monitor both performance and the program context. Performance monitoring tracks progress toward planned results defined in the logic model. Context monitoring tracks the assumptions defined in the logic model. Selected indicators must be described with baseline assumptions. This section will include an indicator tracking table. In addition to tracking indicators related to this Scope of Work, the A&E II Contractor will also track and report on Project indicators, including those in the Project Masterplan, related to soil remediation by the Implementing Contractors.
- Evaluation – Describes the anticipated data evaluation. Evaluation must be designed to ensure accountability of the work activities in meeting the contract objectives and to improve Project outcomes, by providing data the A&E II Contractor can learn from and act on during implementation. The A&E II Contractor must evaluate monitoring data on a regular basis, not less than annually.
- Learning – Describes how the A&E II Contractor will work with stakeholders to learn from the work activities and act on that learning. The A&E II Contractor will include lessons learned workshops at milestone points in the project.
- Roles and Responsibilities – This section must identify the organization and individual within the organization responsible for implementation of activities described in the AMEL Plan.

**B. Climate Risk Management Climate risk management (CRM)** is required for all USAID-supported activities with limited exceptions. Climate risk is the potential for negative consequences on activity objectives and/or outcomes due to changing climatic conditions. The focus of climate risk management at USAID is on the risk to USAID development programming. The CRM process may also identify potential development opportunities associated

with current and expected climatic and meteorological changes, including chances to achieve additional development objectives (including increasing climate resilience and reducing greenhouse gas emissions).

Climate risks can be manifested through potentially severe adverse consequences for development programs resulting from the interaction of climate-related hazards with the vulnerability of societies and systems. A climate risk may arise when an activity element, target, or beneficiary is exposed to a climate hazard such as higher temperatures, flooding or drought. The level of risk increases both as the severity and probability of negative impact increases. Per USAID internal guidance, construction activities are considered to have high climate risks. As such, engineering analyses preceding design activities must include consideration of climate change and its potential impacts on the location (siting), as well as the functionality and sustainability of resulting infrastructure and infrastructure services. Such analyses must include identification of relevant data sets and gaps, a review of local building standards and codes for adequacy, and a determination of safety factors or other measures of uncertainty that will be taken into consideration throughout the design process.

The Contractor must identify any opportunities and recommended changes that could be incorporated in the Project Masterplan and implementation approach to support USAID's efforts to build climate resilience and move towards "low carbon" economic growth in developing countries, including measures that reduce CO2 emissions and increase the energy efficiency of the planned interventions. Infrastructure design and construction should promote the use of clean technology and expansion of green practices when appropriate.

The A&E II Contractor must review, evaluate, and update the climate risk screening included in the Initial Environmental Examination (Asia 19-052 or any subsequent amendments) during work plan preparation and annual review.

- C. Gender Equality and Social Inclusion (GESI)** An implementation process that is inclusive of women, people with disabilities, and other marginalized groups is critical to achieving broad impact. The A&E II Contractor must ensure that inclusive development is integrated in contract activities, where applicable, to ensure progress toward equality for women, people with disabilities, and vulnerable households and marginalized groups. The A&E II Contractor must also ensure that women, youth, vulnerable and marginalized groups are meaningfully engaged and equally represented in decision making, such as community assessments, as well as capacity development interventions.

During construction, the A&E II Contractor must ensure gender equity and equality at the worksite. Attention to gender issues at this stage is still critical, particularly in regard to sexual harassment at worksites. Appropriate remedial action needs to be taken if such incidents occur. It may be advisable to include sexual harassment prevention training as part of the project. Barriers to a safe and inclusive worksite could include strict working hours not flexible for single mothers, inappropriate PPE, insufficient lighting, poor toilet facilities, etc.

The A&E II Contractor must review the gender analysis conducted as part of the 2016 Environmental Assessment and ensure that key findings from the analysis are incorporated into Project activities. At a minimum, the A&E II Contractor must:

- Conduct training and require use of international standard PPE for all staff. PPE required should be designed and sized appropriately for women as well as for the tropical climate. Feedback should be obtained from staff regarding the appropriateness of the PPE to ensure that they would wear the equipment and that the equipment itself is not resulting in other risks. Training should address the importance of, and proper use of, PPE.
- Clearly communicate the potential dioxin pathway and preventative measures for reducing risk of dioxin contamination in male and female workers to the construction companies undertaking the remediation activities. Heightened impacts for women of childbearing age need to be communicated to all workers and it should be required that all workers assist in ensuring women of childbearing age are aware of the serious risk from certain activities and provided with comparable, safe activities for their employment.
- Support the Project owner (ADAF) and local authorities to engage community leaders and key community groups to determine the best ways to minimize risk to the local communities. Ensure that women and women's groups are included in the discussions and their particular concerns are heard and addressed.

- D. Sustainable Construction** focuses more on the built environment and surrounding ecosystems, during the design phase, construction phase and during the operational life cycle of the infrastructure. The A&E II Contractor

will identify ways in which Sustainable Construction approaches can be used to improve both technical performance and appropriateness of USAID funded infrastructure.

Technical performance includes interventions to improve energy efficiency, water consumption, and materials consumption. Appropriateness is how the project aligns with community goals and how the project supports responsible development that integrates with existing systems from a social, environmental, cultural, and economic perspective. Developing local ownership is an important part of community engagement.

Conflict sensitivity and do no harm: Ensure that project activities are maximizing positive and constructive dynamics in the context and communities in which they operate, and not exacerbating negative or destructive dynamics. A conflict sensitive approach reflects understanding of the context in which the project will operate, the interaction between the proposed intervention and that context, and innovative thinking to avoid negative impacts and maximize positive ones.

**[END OF SECTION C]**

## SECTION D – PACKAGING AND MARKING

### D.1 AIDAR 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the “USAID Standard Graphic Identity”. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

### D.2 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

In addition to the marking with the USAID identity, all activities and public communications under this contract must be marked with the U.S. flag. Specifics of such marking will be outlined in the Marking Plan.

The Contractor must comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” at <http://www.usaid.gov/policy/ads/300/320.pdf> ; and USAID “Graphic Standards Manual” available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

The Contractor must follow the approved Branding Implementation and Marking Plan incorporated into this Task Order as **Attachment J.1**.

[END OF SECTION D]

## SECTION E – INSPECTION AND ACCEPTANCE

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2, CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract.

See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>	
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984

### E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID/Vietnam or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The TOCOR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**[END OF SECTION E]**

## SECTION F – DELIVERIES OR PERFORMANCE

The terms and conditions in Section F of the IDIQ apply to this Contract. Specific terms for the Task Order are provided below.

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>	
52.242-15	STOP-WORK ORDER ALTERNATE I	AUG 1989

### F.2 PERIOD OF PERFORMANCE

The period of performance is five (5) years effective from the date of the USAID Contracting Officer signature on the cover page of the Task Order, subject to the Contractor's performance and availability of funds.

### F.3 PLACE OF PERFORMANCE

The place of performance under this Task Order is Vietnam.

### F.4 PERFORMANCE STANDARDS

(a) The Contractor's performance will be evaluated based on the completion of specific tasks as outlined in the Task Order, adherence to the work plan, and reports and deliverables submitted to the TOCOR in accordance with the performance of services set forth in Section C. The performance evaluation will be conducted jointly by the TOCOR and the TOCO, and will form the basis of the Contractor's permanent performance record with regard to this Task Order as required in FAR Part 42.15 and AIDAR 742.15. The Contractor's performance will be evaluated annually and at contract completion, in accordance with the Contractor Performance Assessment Reporting System (CPARS), utilizing at a minimum, the following factors:

- Quality
- Schedule
- Cost Control
- Management
- Regulatory Compliance
- Other Areas (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

The Contractor must cooperate with and contribute to these reviews and evaluations.

(b) USAID reserves the right to conduct, and the Contractor must expect and be prepared for a management and/or limited financial audit by USAID at any time to ensure systems (management, administration, finance, procurement, and program) are in place per the terms and conditions outlined herein. Such audit(s) will focus on program management and performance, including such factors as cost, timeliness, and accountability; and will include field and home office records pertaining to operations and program activities. The Contractor must cooperate with and contribute to a final management and financial review conducted by USAID prior to program closeout.

## F.5 DELIVERABLES OR OUTPUTS

### F.5.1 Reporting Requirements

- (a) All reports and deliverables must be in the English language. Reports and deliverables must also be translated to Vietnamese, as requested by the COR.
- (b) The cover page of all deliverables must include the USAID and Project logos prominently displayed (in accordance with the Branding and Marking plan), the Task Order number, Contractor name, the publication or issuance date of the document, document title, author name(s), and activity title. Descriptive information is required whether contractor-furnished products are submitted in paper or electronic form. All materials must include the name, organization, address, and telephone/fax/internet number of the person submitting the materials.
- (c) All reports must be delivered to the TOCOR and TOCO in electronic format unless specified otherwise by the Task Order or Work Plan. Submission of final deliverables must be both PDF and MS Word (unlocked), and/or Excel (unlocked).
- (d) All reports below have illustrative page numbers. Final page numbers and content of each report will be agreed upon between the Contractor and the TOCOR. The TOCOR has flexibility in adjusting the due date; however, any delay over 10 business days must be approved by the TOCO.
- (e) The Contractor will promptly notify the TOCO and TOCOR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the Task Order reporting schedule.
- (f) Development Experience Clearinghouse Documentation: USAID contractors must coordinate with the designated TOCOR to submit electronic submissions to the DEC pursuant to AIDAR 752.7005.
- (g) In addition to the requirements set forth for submission of reports in Sections C, I and J, and in accordance with AIDAR clause 752.242-70, PERIODIC PROGRESS REPORTS, the Contractor must submit required deliverables or outputs to the TOCOR specified in Section G with a copy to the TOCO.
- (h) All reporting and data, with the exception of the Annual Work Plan, must be synchronized with the United States Government (USG) fiscal year. U.S. Government's quarterly periods are from:
  - October 1 - December 31;
  - January 1 - March 31;
  - April 1 - June 30; and,
  - July 1 - September 30.

### F.5.2 Deliverable Schedule

Deliverables must be submitted to the TOCOR in draft form for comments at the time-frame specified or as directed by the TOCOR. Unless specified otherwise, the Contractor must re-submit a revised version, incorporating the comments, for final approval within five business days of receiving the TOCOR's comments. If a report or deliverable below does not have a report format or template, the Contractor must coordinate with the TOCOR to agree on a format.

The following reports and deliverables are required under this Task Order:

No	Deliverables	Date Due	Format/Instructions
1	Annual Work Plan	The Year 1 Work Plan must be submitted no later than 120 days after award. Subsequent Annual Work Plans must be submitted within 30 days of receipt of the PM Contractor's Annual Work Plan.	Electronic, format to be approved by TOCOR
2	Site Conceptual Model Technical Memo	No later than 90 days after award	Electronic
3	Stormwater Pollution Prevention Plan Technical Memo	No later than 90 days after award	Electronic
4	Site Wide Health and Safety Plan Technical Memo	No later than 90 days after award	Electronic

No	Deliverables	Date Due	Format/Instructions
5	Site Wide Waste Management Plan Technical Memo	No later than 90 days after award	Electronic
6	Risk Management Plan	No later than 90 days after award	Electronic
7	Sampling and Analysis Plan Quality Assurance Project Plan (SAP/QAPP)	No later than 90 days after award	Electronic
8	Updated Site Wide EMMP (if required)	No later than 90 days after award	Electronic
9	Data Management Plan	No later than 90 days after award	Electronic
10	Outreach and Communication Plan	No later than 90 days after award	Electronic
11	Capacity Development Plan	No later than 120 days after award	Electronic
12	Activity Monitoring, Evaluation, and Learning (AMEL) Plan	No later than 60 days after submission of Year 1 Work Plan	Electronic
13	Civil Works – Phase I Dig and Haul Designs for Year 3 and 4	No later than October 1, 2024 (Year 3) and October 1, 2025 (Year 4)	Electronic
14	Minutes of any construction, or Project-related, meetings, including meetings with Government of Vietnam counterparts (e.g., ADAFC, MND, Office 701, DONRE, GVN's A&E)	No later than 5 business days after the end of meeting/event	Electronic
15	Technical Memo evaluating Treatment Phase I technology and alternatives	As directed by the TOCOR	Electronic
16	Update Phase II Schedule and Cost Estimates	As directed by the TOCOR	Electronic
17	Civil Works Phase II Designs and Specifications	As directed by the TOCOR	Electronic
18	SOW and Cost Estimates for Civil Works Phase II	As directed by the TOCOR	Electronic
19	SOW and Cost Estimates for Treatment Phase II	As directed by the TOCOR	Electronic
20	Memos or reports regarding any relevant issues for implementation of the Project, documentation of any significant decisions, changes to the scope of work, or other technical issues as requested by the TOCOR.	No later than 5 business days after the decision/milestone/request; or 1 business day if the decision is critical to the progress of the Project.	Electronic
21	Monthly electronic-format summary progress report, including photo records of relevant construction progress, and highlighting any challenges or issues affecting the Project or Implementing Contractors' work.	No later than 10 business days after the end of the month subject of the report.	Electronic
22	Quarterly Progress Reports	No later than 30 days after the end of the quarter.	Electronic
23	Quarterly Financial Reports	No later than 30 days after the end of the quarter.	Electronic

No	Deliverables	Date Due	Format/Instructions
24	Quarterly Accrual Reports	12th of March, June, September, and December of each year	Electronic
25	STTA consultant reports, technical briefs, capacity building reports, special and external reports	No later than 5 business days after each STTA, or as directed by TOCOR	Electronic and/or hard copy, as directed by the TOCOR
26	Final Inspection and Concurrence Reports	No later than 10 business days after completion of an infrastructure activity.	Electronic
27	Final Report	Submitted 30 days prior to completion date, and must be approved no later than 30 days after the completion date	Electronic

1. **Annual Work Plan:** The Annual Work Plans must describe the activities and interventions to be carried out during the coming year, along with corresponding time frames. When significant changes/revisions to the Work Plan are required, the Contractor must resubmit the modified Annual Work Plan to the TOCOR for approval. All changes and revisions to the Task Order scope must be approved by the TOCO. The work plan must include, at a minimum:
  - (a) Proposed outputs/outcomes and expected progress toward achieving results and performance measures tied to indicators agreed upon in the AMELP;
  - (b) A schedule, in both visual (such as network diagrams or bar charts) and in narrative form, covering the year's proposed activities, including target completion dates;
  - (c) Information on how activities will be implemented, including a staffing plan and a discussion on the proposed short-term and long-term technical positions and the expertise, experience, and other capabilities of personnel identified to provide services under the Task Order;
  - (d) Detailed budget for implementation, including proposed subcontracts, procurement of non-expendable properties (NXP), major commodities, if any, with an explanation of the intended use and source and origin or any restricted goods and commodities, as applicable;
  - (e) Details of collaboration with other major partners, including the Implementing Contractors, GVN, and other stakeholders;
  - (f) Summarize gender and environmental compliance issues, updates, and achievements; and
  - (g) Provide any updates to the climate risk screening for the Project.

The Year 1 Work Plan may not exceed 15 pages excluding annexes.

2. **Site Conceptual Model Technical Memo:** Refer to Section C.5.1.A
3. **Stormwater Pollution Prevention Plan Technical Memo:** Refer to Section C.5.1.B
4. **Site Wide Health and Safety Plan Technical Memo:** Refer to Section C.5.1.C
5. **Site Wide Waste Management Plan Technical Memo:** Refer to Section C.5.1.D
6. **Site Wide EMMP:** Refer to Section C.5.2.A
7. **Risk Management Plan:** Refer to Section C.5.2.B The A&E II Contractor must update the Risk Management Plan as conditions change during implementation and must report on actions and mitigation measures through the Quarterly Progress Report.
8. **Sampling Analysis Plan/Quality Assurance Project Plan (QAPP):** Refer to Section C.5.2.C
9. **Data Management Plan:** Refer to Section C.5.2.D
10. **Outreach and Communications Plan:** Refer to C.5.6

**11. Capacity Development Plan:** Refer to C.5.7

**12. Activity Monitoring, Evaluation, and Learning Plan:** For the purpose of routine and formal monitoring and evaluation of the Project, the A&E II Contractor must develop an Activity Monitoring, Evaluation and Learning (AMEL) Plan, covering the full period of performance.

The AMEL Plan must be developed in accordance with ADS 201. The A&E II Contractor must work collaboratively with other activities under the Project to monitor and objectively assess the overall progress and impact of the Project as a whole, including the outreach and capacity-building interventions outlined in Section C. The AMEL Plan must describe how the A&E II Contractor will collect, organize, analyze, report, and apply learning gained from monitoring and evaluation data and other sources. The A&E II Contractor must manage and implement a dynamic monitoring and reporting system for the complete Project to meet the demand for regularly-scheduled and ad-hoc requests from USAID and GVN for information and reports.

Monitoring and evaluation data must be used to inform management decisions, resource allocation and to assess where changes to the Activity may be required to ensure that the desired outcomes are achieved. Additionally, the AMEL plan must reflect a Collaborating, Learning, and Adapting (CLA) approach with systems designed for continual learning and assessment through periodic use of sectoral and cross-cutting analytic tools, and informal dialogue-based inquiry and peer learning approaches. This approach will strengthen collaboration, coordination and knowledge sharing within the Activity and with USAID, other USAID partners and stakeholders. Progress reports submitted by the A&E II Contractor must report progress against the approved AMEL Plan.

- (a) The AMEL Plan must include a Results Framework that is aligned with the approved USAID/Vietnam CDCS and the Performance Management Plan (PMP), with a clear indication of the project's contribution to other relevant Development Objectives. The AMEL Plan must also include the development hypothesis and critical assumptions; baseline values and targets to show progress over time; a Performance Data Table summarizing the key performance monitoring information; and Performance Indicator Reference Sheets for each indicator that include detailed description of performance indicators to be tracked, source, method and schedule of data collection, known data limitation and planned actions to address the limitations. Baselines must be established within 90 days of award. The AMEL Plan must include a Performance Management Task Schedule that includes any special studies, data quality assessments (DQA) and surveys that will be conducted as part of monitoring and evaluation of the Project. Surveys must meet rigorous scientific standards in all aspects of sampling, instrumental design and field implementation.
- (b) The AMEL Plan must include measurable indicators pertinent to project- and activity-level management, monitoring and reporting. Relevant CDCS indicators should be taken into account. As appropriate, the performance indicators should include a list of both output-level and outcome-level indicators across the hierarchy of results in the project's Results Framework. Performance indicators include applicable U.S. Foreign Assistance Framework standard indicators and custom-designed indicators that are specific to the unique socio-economic context and program environment of Vietnam. The AMEL plan should focus on the higher-level outcome indicators but should include output indicators as well. The A&E II Contractor must use effective and efficient mechanisms to monitor progress and determine success of the activities and performance. USAID expects the A&E II Contractor to be innovative and creative in their efforts to capture, document, and report the outcomes of USAID assistance. The following are illustrative indicators:
  - Indicator 1: Number of hectares remediated of dioxin (P.4.2.1)
  - Indicator 2: Volume of contaminated material excavated, treated, or safely isolated (cubic meters) (P.4.2.2)
  - Indicator 3: Number of GVN officials with increased knowledge of environmental assessment and/or remediation as a result of USG assistance (EG.10.1-1-CUST)

A final list of indicators will be confirmed in collaboration with USAID after award. USAID will work with the contractor to select specific indicators, targets, and establish baseline data against which subsequent performance can be measured.

- (c) It is expected that the A&E II Contractor will assign a high priority to continuous performance monitoring and evaluation of its operations and assistance, not only for the purpose of effective internal self-monitoring and planning, but also to ensure that the A&E II Contractor can demonstrate results under the objectives of this Activity. The A&E II Contractor will be expected to conduct systematic collection and analysis of evaluation data that will improve project effectiveness and planning of activities. The A&E II Contractor will also be required to

report quarterly to USAID/Vietnam, on its performance and the performance of the Implementing Contractors to facilitate the Missions requirements in accordance with the USAID Performance Plan Report.

- (d) The A&E II Contractor must report on the performance indicators in alignment with USAID’s reporting schedules and feed into USAID/Vietnam’s Mission PMP. Periodic Data Quality Assessments (DQAs) will be conducted to ensure that the performance indicators meet USAID’s data quality standards on Validity, Precision, Reliability, Integrity, and Timeliness. An initial DQA will be conducted within the first six months of the AMEL Plan approval.
- (e) As appropriate, the AMEL Plan must address the A&E II Contractor’s procedures for collecting feedback from beneficiaries; responding to feedback from beneficiaries; and reporting to USAID on beneficiary feedback.
- (f) The A&E II Contractor may consult with the USAID TOCOR and other USAID officials in the development of the AMEL plan. Further information on AMEL development requirements and guidance can be found at: <https://www.usaid.gov/vietnam/tools-usaid-partners>.

**13. Civil Works Phase I Dig and Haul Designs for Year 3 and 4:** Refer to C.5.4.B

**14. Meeting Minutes:** Accurate and objective information gathered at any construction or Project-related meetings must be submitted to the TOCOR, summarizing the actions, accomplishments, stakeholders’ input, etc., and recommendations made. The A&E II Contractor must provide copies of any information distributed during the meetings.

**15. Technical Memo evaluation Treatment Phase I technology and alternatives;** Refer to C.5.5.A

**16. Update Phase II Schedule and Cost Estimates:** Refer to C.5.5.B

**17. Civil Works Phase II Designs and Specifications:** Refer to C.5.5.C

**18. SOW and Cost Estimates for Civil Works Phase II:** Refer to C.5.5.D

**19. SOW and Cost Estimates for Treatment Phase II:** Refer to C.5.5.D

**20. Other Memos or Reports:** As soon as important information is received/identified regarding any relevant issues for implementation of the Project, or any significant decisions or changes which impact the scope of this Task Order, accurate and objective communications to the TOCOR and/or TOCO must be provided, with recommended actions. In addition, the A&E II Contractor must prepare memos or reports on other Project issues, as requested by the TOCOR.

**21. Monthly Updates:** These updates are designed to keep TOCOR informed of the A&E II Contractor’s monitoring activities for the ongoing construction work, as well as coordination and communication efforts with GVN stakeholders. Monthly updates will summarize the work performed during the concluding month, and will highlight any major issues or challenges which require TOCOR attention or action. At a minimum, it will include:

- (a) Any changes to the Task Order staffing plan provided in the Annual Work Plan, including short-term and long-term positions and home office support
- (b) Risk management actions
- (c) Health and safety incidents
- (d) Project Action Limit (PAL) exceedances

The detailed format of the update must be determined in coordination with the TOCOR. The Monthly Updates may not exceed 10 pages (excluding annexes and photographs).

**22. Quarterly Progress Reports:** Each Quarterly Progress Report should contain the following information:

- (a) Summary of activities and key results and achievements. Actual achievements of the quarter, which must be presented in quantitative terms whenever possible and described in a narrative that relates activities, products and results established in the work plan;
- (b) Progress on performance data must be presented for the quarter, as well as cumulatively. This includes, but is not limited to:
  - (i) Remediation Progress

- (ii) Capacity building efforts
- (c) A comparison of actual accomplishments with the targets established for the period. If applicable, reasons why targets were not met;
- (d) Challenges Encountered (including financial and administrative concerns) and a plan to address the challenges;
- (e) Quantitative and qualitative evidence of progress, and any relevant information demonstrating how the A&E II Contractor's work in support of the Project is helping improve the effectiveness of USAID construction;
- (f) Plans and intended outputs for the following quarter.

The detailed format of the report must be determined in coordination with the TOCOR. The Quarter 4 report will serve as a cumulative annual report on overall program impacts. In addition to reporting the progress achieved during the quarter, the Quarter 4 report must also summarize the key information noted above covering the entire fiscal year. This includes a summary of actual progress compared to established goals in the Annual Work Plan. Any deviations from the identified targets, either positive or negative, must be clearly explained.

Upon receiving TOCOR approval, a public version of each Quarterly Report must be posted on USAID's DEC. In consultation with the TOCOR, some information may be omitted from the report to make it suitable for public sharing. At a minimum, information submitted to the DEC should exclude the contractor's information that is policy-sensitive, procurement-sensitive, proprietary materials, or incidental to award administration, such as financial, administrative, cost or pricing, or management information per AIDAR 752.7005.

**23. Quarterly Financial Report:** At a minimum, the report will contain the following information:

- (a) Total funds obligated to date by USAID into the Award;
- (b) Total funds expended by the A&E II Contractor to date, including a breakdown to the budget categories provided in the A&E II Contractor's cost proposal, with additional detail to be provided upon request by the TOCOR;
- (c) Pipeline (committed funds minus expended funds);
- (d) Funds and time remaining in the Award.

**24. Quarterly Accrual Reports:** The A&E II Contractor must submit an estimated accrual report quarterly including but not limited to the following information: (1) Total amount obligated, (2) Total amount invoiced, (3) Total amount expended but not yet invoiced, (4) Remaining unexpended funds. This will be disaggregated by the task areas or funding sources as advised by TOCOR.

**25. STTA Memos, Technical Briefs, Capacity Building Summary, Special and External Reports:** Upon completion of the services of each short-term consultant and/or capacity building, the Contractor must submit a memo to the TOCOR summarizing the activities, accomplishments, and recommendations of the consultant, in addition to any deliverable required by the activity itself. The Contractor must provide copies of all technical memos and reports including analyses, recommendations, comparative studies, etc. to the TOCOR as these are developed and in accordance with agreed-upon delivery dates.

**26. Final Inspection and Concurrence Reports:** These reports are technical in nature; they detail the actual condition of the completed infrastructure and compare it to planned designs, requirements, and/or standards. Either a concurrence on the completion of the work, or recommendations to achieve that must be detailed in the report.

**27. Final Report:** The final report must match accomplishments to the specific services and activities outlined in Section C. The report will include at a minimum:

- (a) Background section with an executive summary outlining the problem statement and circumstances surrounding;
- (b) Summary of accomplishments achieved under this Task Order, which is tied to the Task Order objective;
- (c) Challenges encountered during implementation and actions taken to overcome those challenges;
- (d) Lessons Learned and best practices, including what worked well, what did not and why;
- (e) Additional analyses (gender, sustainability, cost benefit); and,
- (f) Recommendations for next steps and why – what entities to engage, problem areas to focus on, activities to stop, investments to make.

The report may not exceed 30 pages (Excluding cover page, table of contents, annexes and bibliography). Upon receiving TOCOR approval, a public version of the Final Report must be posted on USAID’s DEC. In consultation with the TOCOR, some information may be omitted from the report to make it suitable for public sharing.

## **F.6 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)**

### **(a) Definitions. For the purpose of submissions to the DDL:**

- (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).
- (2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

### **(b) Submissions to the Development Data Library (DDL)**

- (1) The Contractor must submit to the Development Data Library (DDL) at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- (2) Unless otherwise directed by the Task Order Contracting Officer (TOCO) or the Task Order Contracting Officer’s Representative (TOCOR), the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the TOCOR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the TOCOR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

- (3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).

- (4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The Contractor must not submit classified data to the DDL.

**F.7 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)**

(a) The contractor must prepare and submit progress reports as specified in this Task Order. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this Task Order, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this Task Order, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

**F.8 AUTHORIZED WORK WEEK**

No overtime or premium pay is authorized under this Task Order. The contractor is authorized up to a 5-day workweek in the field with no premium pay and up to a 6-day workweek for all short-term assignments. Any other authorization for an extended work day/week for the Contractor's or subcontractors' personnel must be requested and approved in advance from the COR with a copy to the Contracting Officer.

**[END OF SECTION F]**

## SECTION G – TASK ORDER ADMINISTRATION DATA

In addition to Section G of the IDIQ, below are specific TO administrative data:

### G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Office of Acquisition and Assistance (OAA)  
USAID/Vietnam  
15/F Tung Shing Building,  
2 Ngo Quyen  
Hanoi, Vietnam

### G.2 CONTRACTING OFFICER'S AUTHORITY

The CO is the only person authorized to make or approve any changes in the requirements of this TO and notwithstanding any provisions contained elsewhere in this TO, the said authority remains solely in the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

### G.3 CONTRACTING OFFICER REPRESENTATIVE (COR)

The Reconciliation and Inclusive Development Office (RIDO), USAID/Vietnam shall provide technical oversight to the Contractor through the designated COR. The designated COR is \_\_\_\_\_ A copy of the designation letter will be provided to the Contractor.

The designated COR is responsible for providing technical direction to the contractors, as well as fulfilling those duties and responsibilities as specified below.

### G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

- a. Technical Directions are defined to include:
- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
  - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- b. The TO COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
  - (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
  - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
  - (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
  - (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
  - (6) Complete Contractor Performance Assessment Reports (CPARs) every 12 months.

- (7) Obtain necessary security clearance and appropriate identification if access to Government facilities is required.
- (8) If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The TO COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The TO COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- c. The TO COR is required to meet regularly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer. The TO COR, will conduct site visits and request specific meetings between the project staff, USAID and State Department representatives, and other stakeholders to discuss the implementation of the project.
- d. In the absence of the designated TO COR, the Contracting Officer may designate someone to serve as TO COR in their place. However, such action to direct an individual to act in the TOCOR's stead shall immediately be communicated to the Contractor.
- e. Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the TO COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer shall be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but shall not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change shall be considered to have been made without authority.
- f. Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within 10 calendar days, FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.
- g. In case of a conflict between this contract and the TO COR designation letter, the contract prevails.

**G.5 PAYING OFFICE**

USAID/Vietnam  
Office of Financial Management  
#2 Ngo Quyen Street  
Hanoi, Vietnam  
Email: (preferred)

**G.6 ACCOUNTING AND APPROPRIATION DATA**

Requisition: REQ-440-23-000041

**G.7 INVOICES /PAYMENT**

Invoices for this TO shall be submitted in accordance with FAR 52.216-7 of the IDIQ to the paying office indicated in Section G.5 of this TO with a copy to the TOCOR.

Payment will be made in accordance with FAR 52.232-25 and AIDAR 752.7003, Documentation for Payment (NOV 1998), and as specified in this TO. Payment shall be made by electronic funds transfer (EFT), at the address shown on the invoice, with an addendum record including the contract number, the invoice number and the amount. All other payment terms and conditions are applied according to the clauses contained in the IDIQ. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe. If submitting invoices electronically, do not send a paper copy.

#### **G.8 GOVERNMENT OF VIETNAM TAX REQUIREMENTS**

None of the prices may include any of the taxes and duties for which an exemption is provided by the prevailing regulations on non-refundable Official Development Assistance (ODA) projects or by the Economic and Technical Cooperation Agreement signed by the Government of Vietnam and the U.S. Government on June 22, 2005.

Exemptions include the following:

- a. income taxes in connection with work performed under the award, including those imposed on staff under the award (to the extent they are working under the award);
- b. import taxes and duties on supplies, materials, equipment, goods, property, services or funds imported into or exported from Vietnam to implement the award; VAT on supplies, materials, equipment, goods and services acquired in Vietnam under the award;
- c. import duties, VAT, special sales tax, registration fees, public welfare, national defense and security contributions, in accordance with the applicable laws of Vietnam with respect to foreign experts taking part in the implementation of the award (if the award is Official Development Assistance). Note that these exemptions are limited to their work performance directly relating to the award.

Note that none of these exemptions apply to Vietnamese entities and persons, including citizens and permanent residents of Vietnam.

**[END OF SECTION G]**

## **SECTION H – SPECIAL TASK ORDER REQUIREMENTS**

In addition to the special contract requirements outlined in Section H of the basic IDIQ, the Contractor must comply with the following special TO requirements:

### **H.1 CONTRACTOR’S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS**

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this TO in the United States and overseas. These include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

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

The Contractor is responsible for registering the activity with the appropriate ministry of the Government of Vietnam (GVN), to the extent possible during the first 60 days of the Project. USAID is not responsible for the activity registration, though USAID will assist the Contractor with supporting documents and coordination with the GVN, if necessary.

### **H.2 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultants shall have English and other language proficiency to perform required technical services as required in this contract.

### **H.3 CONSENT TO SUBCONTRACT**

In accordance with FAR 52.244-2, Subcontracts, the Contracting Officer consents to the following subcontracts:

The Contractor must ensure that all applicable clauses are flowed down to the subcontractor(s), that the consent to subcontract(s) does not constitute a determination of the acceptability of the subcontract terms or price, or the reasonableness, allowability or allocability of costs. Consent does not relieve the Contractor of any obligations under the contract.

The Contractor must request CO consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed herein. In order for the Contractor to receive consent to subcontract; it will address each of the elements in FAR 52.244-2(e) for each subcontractor that was not identified above. This does not preclude the Contractor from partnering with or prequalifying A&E contractors.

### **H.4 REQUIREMENTS FOR PERSONNEL COMPENSATION**

#### **(a) Definitions**

As used in this Contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services", such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(b) Limitations

The contract must comply with AIDAR 752-7007 for personnel compensation. USAID may conduct periodic post-award reviews, giving the Contracting Officer the right to disallow costs for salaries that do not conform to the requirement of AIDAR 752-7007.

(c) Personnel Salaries

The Contractor is responsible for determining the salary compensation for all staff positions to be directly employed under the Contract. The salary compensation must be based on the contractor's established organizational policies and practices and may not exceed the U.S. Embassy Local Compensation Plan (LCP) for positions of comparable work, if applicable. However, pursuant to FAR 31.201-3 "Determining Reasonableness", no presumption of reasonableness shall be attached to the incurrence of costs by the contractor. If a review of the facts results in a challenge of the salaries or compensation costs by the Contracting Officer or the Contracting Officer's Representative, the burden of proof shall be upon the Contractor to establish that such cost is reasonable.

(d) Annual Salary Increases

One annual salary increase not more than \_\_\_\_\_ for personnel may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the USAID Contractor Salary Threshold (CST) specified under AIDAR 752.7007 may be granted only with the advance written approval of the Contracting Officer. Automatic salary increases to the maximum salary rate for those approved at the current maximum salary rate are not authorized without prior written approval by the Contracting Officer.

(d) Salaries During Travel

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

(e) Return of Overseas Employees

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

## H.5 KEY PERSONNEL AND STAFFING

The A&E II Contractor must furnish the following five (5) key personnel positions that are considered essential to the work to be performed under this Task Order. Key personnel are expected to have the requisite skill set to implement the requirements of the A&E II contract. All key personnel must be fluent in written and spoken English.

Failure to provide the key personnel designated below may be considered non-performance unless such failure is beyond the control, and through no fault or negligence, of the A&E II Contractor. The A&E II Contractor must remain responsible for providing such key personnel for full-time performance for the term of this contract unless otherwise agreed to by the TOCO in writing.

The A&E II Contractor must propose and justify all candidates for the key personnel positions, which will be subject to concurrence from the Task Order Contracting Officer's Representative (TOCOR) and approval by the Task Order Contracting Officer (TOCO). The A&E II Contractor must immediately notify the TOCO and the TOCOR of any key personnel's departure and the reasons thereof. The A&E II Contractor must take steps to immediately rectify this situation and must propose a substitute candidate to the TOCO and TOCOR for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. The A&E II Contractor must not replace key personnel without the written approval of the TOCO.

## **Chief of Party (COP)**

The A&E II Contractor must provide a full-time, resident COP to serve as the project manager, team-lead, and the primary point of contact with USAID. The COP must be responsible for managing the overall contract responsibilities and must have the ability to speak for and bind the A&E II Contractor. This person must have the following minimum qualifications:

- At least 10 years of relevant work experience and previous experience as a Deputy or Chief of Party on comparable projects, with verifiable experience in:
  - Establishing and implementing quality management programs for infrastructure projects;
  - Construction management/oversight of projects in developing countries; and
  - Coordination with government or other local organizations related to infrastructure design or construction.
- At least five years as a project and/or program manager responsible for large environmental remediation programs and/or U.S. government contracts.
- Demonstrated ability to lead a multi-disciplinary team of engineers, scientists, construction management staff, safety specialists, and public outreach/government affairs professionals.
- Professional registration as an engineer in the United States.
- Exceptional written and oral communications skills.
- PMP certification preferred.

## **Construction Manager**

The A&E II Contractor must provide a full-time, resident Construction Manager to monitor and oversee the Implementing Contractors' work and ensure it is carried out in accordance with contractual requirements and agreed schedules. This person must have the following minimum qualifications:

- At least 10 years of verifiable experience in the construction sector, with a minimum of five years of experience as a project manager for civil works and/or earthwork.
- At least five years of professional experience managing construction projects in Vietnam or a similar developing country context.
- At least five years of experience implementing quality management programs for construction projects.
- At least five years of experience and familiarity with hazardous material handling, as well as workplace safety and construction quality assurance.
- Demonstrated knowledge of local and international infrastructure norms (e.g., quality and practices).
- Professional construction manager and PMP certification preferred.

## **Lead Local Engineer**

The A&E II Contractor must provide a full-time, resident Lead Local Engineer to serve as the local context expert in environmental management and regulations and to serve as the government liaison. This person must have the following minimum qualifications:

- At least 10 years of design and construction management experience in Vietnam.
- At least five years of experience in environmental engineering projects.
- Professional registration in Vietnam.
- Fluent in both English and Vietnamese.

## **Environmental Compliance Specialist**

The A&E II Contractor must provide a full-time, resident Environmental Compliance Specialist to serve as the lead for establishing appropriate environmental requirements in accordance with USEPA, international, and GVN standards and monitoring compliance throughout construction. This person must have the following minimum qualifications:

- At least 10 years of experience in environmental compliance and monitoring for construction projects.
- Bachelor of Science in Environmental Science, engineering, or equivalent.

- At least five years of experience related to the U.S. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, or the Resource Conservation and Recovery Act (RCRA) either domestically or internationally.

### **Construction Health and Safety Specialist**

The A&E II Contractor must provide a full-time and resident Construction Health and Safety Specialist to serve as the lead for health and safety related planning and monitoring. This person must have the following minimum qualifications:

- At least 10 years of experience as a Health and Safety Officer on construction projects, developing, implementing, and monitoring construction safety programs to include site controls, worker training and PPE, and safe work practices.
- Five years of professional experience with hazardous material handling as health and safety officer.
- Must have or must complete the following trainings no later than 28 days upon the NTP issuance:
  - 40-Hour Hazardous Waste Operations and Emergency Response (Hazwoper) Training or equivalent.
  - 40-Hour U.S. Army Corps of Engineers (USACE) EM 385-1-1 Training or equivalent.
  - 30-Hour U.S. Occupational Safety and Health Administration (OSHA) Construction Safety and Health Training or equivalent.

### **Other Staff Requirements**

The A&E II Contractor must ensure that the numbers and categories of professional and administrative staff deployed in support of this Task Order are adequate and appropriate at all times. The A&E II Contractor must choose labor categories appropriate for the work to be performed in accordance with the labor categories defined in the Global Architect-Engineer Services III IDIQ contract. At a minimum, the A&E II Contractor must have quick access to the following types of personnel with associated experience:

**Environmental Remediation of Toxic Substances/Hazardous Waste Experts:** Experience related to the U.S. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, or the Resource Conservation and Recovery Act (RCRA) either domestically or internationally. Design and construction management experience in toxic substance/hazardous waste remediation projects.

**Environmental Risk Assessor:** Experience in risk assessment on international or U.S. government remediation projects, evaluating environmental risk for toxic substances, as part of remedial planning and design.

**Regulatory Compliance Experts:** Experience researching, evaluating, selecting, and applying regulatory standards to environmental site remediation.

**Communications/Outreach Coordinator:** Experience facilitating outreach and capacity building, working with government officials at national and local levels, explaining technical information to non-technical audiences (including risk), and planning/conducting resettlement activities.

## **H.6 ENVIRONMENTAL COMPLIANCE**

- The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs.
- In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter will govern.
- No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau

Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

- An Initial Environmental Examination (IEE) has been approved for the Dioxin Remediation at Bien Hoa Airbase Area Project, including A&E Services under **Asia 19-052**. The Contractor is responsible for implementing all IEE conditions, including those under future amendments, pertaining to activities to be funded under this contract.
- As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under this contractor to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities may be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.
- When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor must:
  - Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor must prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions and their effectiveness. A template with additional guidance on an Environmental Mitigation and Monitoring Plan (“EMMP”) can be accessed at the following site: <https://www.usaid.gov/documents/1865/environmental-mitigation-and-monitoring-plan-emmp>.
  - Integrate a completed EMMP or M&M Plan into the initial work plan.
  - Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

#### **H.7 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016) (DEVIATION NO. M-OAA-DEV-AIDAR-22-06C)**

- (a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a “need-to-know” basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.
- (b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.
- (c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

#### **H.8 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOS. M-OAA-DEV-FAR- 22-03C AND M-OAA-DEV-AIDAR-22-06C) (APRIL 2018)**

- (a) Definitions. As used in this contract -- “Information Technology” means
  - (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where
  - (2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

- (3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.
  - (4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.
- (b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.
  - (c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.
  - (d) Request for Approval Requirements:
    - (1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer.
    - (2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at
  - (e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.
  - (f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.
  - (g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

## **H.9 LIMITING PLASTIC POLLUTION AND MISMANAGED WASTE (MAR 2020)**

Environmental stewardship is a USAID priority, including preventing ocean pollution from mismanaged plastic waste. USAID seeks to model environmentally aware practices. As such, the Contractor is encouraged to use alternatives to disposable products to reduce environmental impacts. Further, the Contractor should identify opportunities to support and highlight environmentally friendly, sustainable solutions during the course of implementation.

## **H.10 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

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

## **H.11 INTERNATIONAL TRAVEL APPROVAL**

All international air travel must be in accordance with AIDAR 752.7032, International Travel Approval and Notification Requirements, and AIDAR 752.7027, Personnel; comply with the terms and conditions of the Contract; and, is subject to availability of funds.

All international air travel funded under this contract, as delegated by the CO, will be approved separately by the designated TOCOR.

## **H.12 NON-EXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

With respect to nonexpendable equipment purchased by the Contractor hereunder, the contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts (FAR 52.245-1) —Government Property -- AID Reporting Requirements (AIDAR 752.245-70), and Title To and Care of Property (AIDAR 752-245-71).

In accordance with AIDAR clause 752-245.71, the CO hereby designates the Contractor to keep control of all non-expendable property purchased under this contract.

The Contractor must obtain USAID approval prior to procurement of IT equipment as detailed in paragraph H.8 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOS. M-OAA-DEV-FAR- 22-03C AND M-OAA-DEV-AIDAR-22-06C) (APRIL 2018)

## **H.13 SALARY SUPPLEMENTS FOR HG EMPLOYEES (MAR 2015)**

- a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/hers regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- b) Salary supplements to HG Employees are not allowable without the written approval of the contracting officer.
- c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

## **H.14 EXCHANGE VISITORS AND TRAINING**

The Contractor must conform to requirements for processing of J-1 Exchange Visitors. A summary of these requirements may be found in USAID Automated Directives System (ADS) Chapter 252 – Visa Compliance for Exchange Visitors. The Contractor will enter applicable information into USAID's web-based training information system entitled "Training and Exchanges Automated Management System" (TEAMS) to provide data required for the J-1 Visa for any exchange visitor traveling to the United States for the training that is funded through this award. Information on ADS 252 requirements is available in <https://www.usaid.gov/ads/policy/200/252> Information on ADS 252 and 253 requirements is available in <http://www.usaid.gov/policy/ads/>.

## **H.15 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS.**

The Contractor must conform to the requirements stipulated in FAR 52.222-50 regarding the Compliance Plan and an Annual Certification.

**[END OF SECTION H]**

## SECTION I - CONTRACT CLAUSES

See IDIQ for Section I Contract Clauses. Below are additional requirements.

**I.1** Reference basic IDIQ. In addition to the referenced clauses, the following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of the basic IDIQ.

See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause:

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN 2020
52.223-17	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	MAY 2020

### **I.2 ADS 302.3.5.10 ORGANIZATIONAL CONFLICTS OF INTEREST: DESIGN/IMPLEMENT, TASK ORDERS (SEP 2018)**

This task order requires the Contractor to furnish important services in support of the design of USAID/Vietnam’s Architect–Engineer Services for Dioxin Remediation at Bien Hoa Airbase Area. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services for the activity, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government’s interest.

### **I.3 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China. Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and

controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
  - (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
  - (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
  - (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
- (c) Exceptions. This clause does not prohibit contractors from providing—
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any

other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

#### **I.4 FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION #M/OAA-DEV-FAR-22-01c).**

- (a) Definition. As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
  - (2) The District of Columbia;
  - (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
  - (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
  - (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.
- (b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).
- (c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplaces published by the Safer Federal Workforce Task Force
- (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. While at a USAID workplace, covered contractor employees must also comply with any additional agency workplace safety requirements for that workplace that are applicable to federal employees, as amended (see USAID's COVID-19 Safety Plan and Workplace Guidelines (Safety Plan)).
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part in the United States or its outlying areas."

## I.5 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JUL 2007)

### (a) Reporting of Foreign Taxes.

The Contractor must annually submit a final report by April 16 of the next year.

### (b) Contents of Report.

The reports must contain:

- (i) Contractor name
- (ii) Contact name with phone, fax, and email
- (iii) Agreement number(s) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third- party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (iv) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. The final report is an updated cumulative report of the interim report.
- (v) Reports are required even if the contractor did not pay any taxes during the report period.
- (vi) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country

### (c) Definitions.

For the purpose of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes

### (d) Where

Submit reports to:

### (e) Subagreements.

The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

### (f) For further information see <http://www.state.gov/m/rm/c10443.htm>

**[END OF SECTION I]**

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

#### **AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This IDIQ incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

### **H.2 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)**

(Applicable to Cost-Reimbursement task orders only)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this Contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

#### **H.2.1 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

(Applicable to Cost-Reimbursement task orders only)

(a) Limitations:

(1) If, during contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds **\_3\_ % ceiling** of the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the Cognizant Contracting Officer's approval is required.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.2 above unless an advance written waiver is granted by the USAID Procurement Executive.

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

Annual salary increases (e.g., cost of living and merit increases and other) may be granted once a year. Salary adjustments additional to salary increases for local staff may be implemented out of cycle if the adjustments are made in response to U.S. Mission adjustments to the local compensation plan (LCP). Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

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

### **H.3 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 937 for the prime contract and its subcontractors or as specified in task orders.

Task orders without the same funding source as the basic IDIQ must obtain a separate waiver to the extent a waiver is required.

### **H.4 DEFENSE BASE ACT (DBA) INSURANCE**

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.  
2033 N. Main St., Suite 760  
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson  
Phone: (925) 951-1856  
Fax: (925) 951-1890  
Email: Fred.Robinson@aon.com

Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

For instructions on the required application form and submission requirements, please refer to [AAPD 17 01 Revision 2](#).

## H.5 SECURITY CLEARANCE

(a) Task Orders under this Contract may involve classified performance in accordance with ADS 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information within Industry". Consequently, this Contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this Contract for any classified Task Order, the requiring office for the Task Order must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified Task Order. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or Task Orders that do **not** require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.

(b) In order to be considered for a classified Task Order, the Contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. **In accepting the award of this Contract, the Contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this Contract for any classified Task Order if the Contractor fails to obtain and maintain a Secret level facility clearance.** Even though the basic Contract is not classified, the Contractor may request a Secret level facility clearance at any time after the Contract is awarded in order to be eligible for consideration for a classified Task Order. The COR from the office sponsoring the IDIQ is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TOCOR is responsible for managing the clearance requirements for any classified Task Orders.

At the time of award, the contractor **does** [x] **does not** [ ] have a Secret level facility clearance.

The TOCO is responsible for incorporating the completed and cleared DD 254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after Contract award and denies a final clearance, the Contract may be terminated, depending on the reasons DSS denied the clearance. If the Contract is not terminated, the Contractor is prohibited from being considered for or being issued any future classified Task Orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this Contract or under a Task Order issued against this Contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared Contractor, the Contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The Contractor is responsible for providing properly cleared personnel to work on the Contract and for ensuring that performance is not jeopardized.

(e) The Contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the Contractor subcontracts any work to be performed under a classified Task Order, the Contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime Contract/Task Order.

(g) The Office of Security will issue Ronald Reagan Building facility passes to individual Contractor representatives/employees upon receipt of the "Visit Request". The Contractor must ensure that any passes issued are returned upon termination of employment or completion of the Contract, whichever occurs first.

## **H.6 INFORMATION SYSTEM SECURITY**

Task Orders under this Contract may require Information Technology (IT) resources or services in which a Contractor must have physical or electronic access to USAID's sensitive information contained in unclassified systems that directly support the Agency's mission.

(a) Designation of the Information System Security Officer. The Task Order Contracting Officer hereby designates (E3/DDI) located at RRB, 1300 Pennsylvania Ave., NW, Washington, DC 20523 as the Information System Security Officer responsible for information system security for this system.

(b) The Contractor is responsible for the information system security (ISS) of all systems used by the Contractor, and connected to USAID networks, or operated by the Contractor for USAID,

regardless of location. The policy governing these responsibilities is USAID Automated Directives System (ADS) Chapter 545, Information Systems Security.

(c) The Contractor must not use or redistribute any USAID information processed, stored, or transmitted by the Contractor except as specified in the Contract.

(d) All Contractor personnel requiring access to USAID information systems, networks, or data must comply with the USAID Personnel Security Requirements for Access to Unclassified Information Systems policy requirements of the USAID Automated Directive System (ADS) Chapter 545. Contractor supervisors must ensure a sufficient separation of duties to prevent a single individual from committing fraud with, or abusing, USAID systems or data. Contractor personnel should also have access only to that information required for their tasks. Contractors must therefore request and enforce only those facility and information system accesses that are essential for each individual's job performance.

(e) All Contractor personnel with access to USAID information systems, networks, or data must complete a USAID-approved computer security awareness class and accept the requirements of the USAID ISS rules of behavior before being granted access to USAID systems, and annually thereafter.

(f) All Contractor personnel must complete the security processes and meet the requirements specified by the USAID Office of Security for the sensitivity or classification level of the information for which they will require access.

## **H.7 EXECUTIVE ORDER ON TERRORISM FINANCING**

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

## **H.8 ELECTRONIC PAYMENTS SYSTEM**

### **1. Definitions:**

- a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
- b. "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes

debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
  - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
  - b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
  - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
  - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>."

[END]

## **H.9 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)**

(a) Definitions. For the purpose of submissions to the DDL:

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or

management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(a) Submissions to the Development Data Library (DDL)

(1) The Contractor must submit to the Development Data Library (DDL), at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The contractor must not submit classified data to the DDL.

[End of Provision]

## **H.10. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)**

### **a) Definitions**

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/usaidipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

b) By submission of an offer and execution of a contract, the Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature.

Proposed IPN Portal modifications distributed via the IPN portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature.

The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

[End of Provision]

## **H.11 NONDISCRIMINATION (JUNE 2012)**

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the United States from engaging in certain discriminatory practices. USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

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

[END OF PROVISION]

## **H.12 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

[http://pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf).

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

[END OF PROVISION]

## **H.13 GRANTS UNDER CONTRACTS (GUCS)**

This contract provides that the Contractor execute Grants under Contract (GUCs) on behalf of USAID. **Written approval from the Head of the Contracting Activity (HCA) must be obtained at the task order level prior to issuance of any task order calling for the issuance of GUCs.**

The following requirements apply to any grant issued by the Contractor under this contract:

- (a) USAID shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR shall have the authority to approve the grant recipient selection.
- (b) The Contractor must comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants.
- (c) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- (d) The Contractor is not authorized to execute or administer Cooperative Agreements under this provision.

(e) The approved amount of such grants shall not exceed \$100,000 (for U.S. organizations) unless an exception is provided in writing by the Contracting Officer (and further approved by the HCA). For non-U.S. organizations, there is no ceiling. For partner government entities, in-kind grants are authorized and non-in-kind grants must follow the procedures outlined in ADS 302.4.13(b).

(f) The Contractor must prepare and submit for Contracting Officer's approval, a Grants Manual that outlines, at a minimum, the competition process, selection criteria, types of grants to be utilized, the expected distribution of grants over the life of the award, as well as all grants templates. Once the Grants Manual is approved by the CO, the COR shall have the authority to approve the grant recipient selection. Addenda to the Grants Manual may be required by the Task Order Contracting Officer, as applicable.

(g) The Contractor must comply with all USAID policies, procedures, regulations, and provisions set forth in the Contract and ensure:

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the Contractor, and
- (3) sufficient time for the Contractor to complete its review of the grantee and provide a final report to the government before Contract or Contract close-out.

(h) FAR 52.203-16, Preventing Personal Conflicts of Interest, must be followed in the award of GUCs.

All grants must be closed out no later than the end date of the task order. Reporting requirements for GUCs must be in accordance with Section F.

#### **H.14 SEXUAL MISCONDUCT (DECEMBER 2020)**

(a) USAID has a zero-tolerance policy for sexual misconduct with the goal of fostering a respectful, safe, healthy and inclusive work environment. USAID maintains policies and procedures to establish a workplace free of sexual misconduct as described in agency policy at ADS Chapter 113, Preventing and Addressing Sexual Misconduct.

(b) USAID has developed two methods for receiving allegations of sexual misconduct: USAID's Unified Misconduct Reporting Portal, available on LaunchPad ([launchpad.usaid.gov](http://launchpad.usaid.gov)), and Service Desk, phone, (202) 712 1234. These are also available to the Contractor or its employee(s).

(c) USAID may conduct administrative inquiries into allegations of sexual misconduct that occur within U.S. Government facilities or while the contractor employee is performing services under the contract. The Contracting Officer will provide the results of any inquiry involving a contractor employee to the contractor, subject to federal law and USAID's information disclosure policies. USAID retains the right to suspend or terminate a contractor employee's access to any systems and/or facilities for incidents of sexual misconduct.

(d) The Contractor agrees to incorporate the substance of paragraphs (a) through (d) of this requirement in all subcontracts that may require contractor employees to have routine physical access to USAID facilities.

[END OF PROVISION]

## **H.15 ENVIRONMENTAL COMPLIANCE**

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

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

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

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

If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

[END OF PROVISION]

## **H.16 SUBCONTRACTING CONSENT**

The below tables presents the subcontractors that received IDIQ's Contracting Officer consent in accordance with FAR 44.2:

1. Sheladia Associates Inc
2. Miyamoto International, Inc.
3. ME&A, Inc
4. Perez APC
5. LEO A DALY Company
6. Build Health International

[END OF PROVISION]

## **H.17 ORGANIZATIONAL CONFLICTS OF INTEREST: DESIGN/IMPLEMENT, INDEFINITE QUANTITY (SEP 2018)**

Organizational conflicts of interest: preclusion from implementation contract, indefinite quantity

Task orders under this contract may require the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services for any activities for which it provides substantial design services except for such services that may be furnished under this contract, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the Contractor from furnishing implementation services, a special contract requirement stating the preclusion will be included in the task order.

[END OF PROVISION]

## **H.19 ORGANIZATIONAL CONFLICTS OF INTEREST: DESIGN/IMPLEMENT, TASK ORDERS (SEP 2018)**

Organizational conflicts of interest: preclusion from implementation contract, task orders

This task order requires the Contractor to furnish important services in support of the design of \_\_\_\_\_ [specify activity] (the "Activity"). In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services for the activity, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest.

[END OF PROVISION]

## **H.20 ORGANIZATIONAL CONFLICTS OF INTEREST: EVALUATION, INDEFINITE QUANTITY (SEP 2018)**

### **Organizational Conflicts of Interest: Preclusion from Furnishing Certain Services and Restriction on Use of Information, Indefinite Quantity (September 2018)**

- (a) Task orders under this contract may require the Contractor to furnish important services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, implementation services under any contract or task order that results in response to findings, proposals, or recommendations in an evaluation report written by the Contractor. This preclusion will apply to any such awards made within 18 months of USAID accepting the report, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.
- (b) In addition, by accepting this contract, the Contractor agrees that it will not use or make available any information obtained about another organization under the contract in the preparation of proposals or other documents in response to any solicitation for a contract or task order.
- (c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. The Contractor must provide a properly executed copy of all such agreements to the CO.

[END OF PROVISION]

## **H.21 ORGANIZATIONAL CONFLICTS OF INTEREST: EVALUATION, TASK ORDERS (SEP 2018)**

Organizational conflicts of interest: preclusion from furnishing certain services and restriction on use of information.

This task order requires the Contractor to furnish important services in support of evaluation of \_\_\_\_\_ [specify Contractor or activity]. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, implementation services under any contract or task order that results in response to findings, proposals, or recommendations in an evaluation report written by the Contractor. This preclusion will apply to any such awards made within 18 months of USAID accepting the report, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

[END OF PROVISION]

[END OF SECTION H]

**PART II - CONTRACT CLAUSES**

**SECTION I - CONTRACT CLAUSES**

**I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	DEFINITIONS	JUN-2020
52.203-3	GRATUITIES	APR-1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY-2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN-2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUN-2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY-2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY-2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN-2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN-2020
52.203-14	DISPLAY OF HOTLINE POSTER(S)	JUN-2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN-2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN-2020
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN-2017
52.204-2	SECURITY REQUIREMENTS	AUG-1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY-2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAR-2020
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS	JUN-2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT-2018

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT-2016
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	OCT-2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG-2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC-2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL-2018
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN-2023
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN-2020
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT-2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV-2015
52.210-1	MARKET RESEARCH	JUN-2020
52.215-2	AUDIT AND RECORDS-NEGOTIATION	JUN-2020
52.215-2	AUDIT AND RECORDS-NEGOTIATION - ALTERNATE II	AUG-2016
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT-1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG-2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS	JUN-2020
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	JUN-2020
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS	JUN-2020
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT-2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL-2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT-1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS	JUN-2020
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS – ALTERNATE I	OCT-2010
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS – ALTERNATE II	OCT-1997

NUMBER	TITLE	DATE
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS – ALTERNATE III	OCT-1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS – ALTERNATE IV	OCT-2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN-2020
52.216-7	ALLOWABLE COST AND PAYMENT	AUG-2018
52.216-7	ALLOWABLE COST AND PAYMENT – ALTERNATE IV	AUG-2012
52.216-8	FIXED FEE	JUN-2011
52.216-10	INCENTIVE FEE	JUN-2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT-1997
52.217-8	OPTION TO EXTEND SERVICES	NOV-1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT-2018
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN-2020
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE II	NOV-2016
52.219-14	LIMITATIONS ON SUBCONTRACTING	MAR-2020
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN-1999
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	NOV-2020
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION – ALTERNATE I	MAR-2020
52.219-31	NOTICE OF SMALL BUSINESS RESERVE	MAR-2020
52.219-32	ORDERS ISSUED DIRECTLY UNDER SMALL BUSINESS RESERVES	MAR-2020
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB-1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL-1990
52.222-3	CONVICT LABOR	JUN-2003
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN-2020
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR-2015
52.222-26	EQUAL OPPORTUNITY	SEP-2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR-2015
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT-2020
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-REQUIREMENTS	MAY-2014
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT-2015

NUMBER	TITLE	DATE
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT-2020
52.223-6	DRUG-FREE WORKPLACE	MAY-2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN-2020
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB-2021
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB-2020
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY-2020
52.227-1	AUTHORIZATION AND CONSENT	JUN-2020
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN-2020
52.227-3	PATENT INDEMNITY	APR-1984
52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT	DEC-2007
52.227-14	RIGHTS IN DATA-GENERAL	MAY-2014
52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE I	DEC-2007
52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE II	DEC-2007
52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE III	DEC-2007
52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE V	DEC-2007
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN-1987
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL-2014
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB-2013
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS	FEB-2013
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR-1990
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN-2020
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB-2021
52.230-2	COST ACCOUNTING STANDARDS	JUN-2020
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN-2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN-2010
52.232-1	PAYMENTS	APR-1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB-2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR-1984
52.232-10	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	APR-2010

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.232-11	EXTRAS	APR 1984
52.232-16	PROGRESS PAYMENTS	JUN-2020
52.232-16	PROGRESS PAYMENTS – ALTERNATE I	MAR-2000
52.232-16	PROGRESS PAYMENTS - ALTERNATE III	JUN-2020
52.232-17	INTEREST	MAY-2014
52.232-18	AVAILABILITY OF FUNDS	APR-1984
52.232-20	LIMITATION OF COST	APR-1984
52.232-22	LIMITATION OF FUNDS	APR-1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY-2014
52.232-25	PROMPT PAYMENT	JAN-2017
52.232-25	PROMPT PAYMENT - ALTERNATE I	FEB-2002
52.232-26	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	JAN-2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	OCT-2018
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	JUL-2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN-2013
52.233-1	DISPUTES	MAY-2014
52.233-3	PROTEST AFTER AWARD	AUG-1996
52.233-3	PROTEST AFTER AWARD - ALTERNATE I	JUN-1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT-2004
52.236-22	DESIGN WITHIN FUNDING LIMITATIONS	APR-1984
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR-1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR-1984
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS	JUN-2003
52.237-3	CONTINUITY OF SERVICES	JAN-1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR-1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR-1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY-2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN-1997
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN-2017
52.242-13	BANKRUPTCY	JUL-1995
52.243-1	CHANGES-FIXED-PRICE	AUG-1987
52.243-1	CHANGES-FIXED-PRICE - ALTERNATE III	APR-1984
52.243-2	CHANGES-COST-REIMBURSEMENT	AUG-1987

NUMBER	TITLE	DATE
52.244-2	SUBCONTRACTS	JUN-2020
52.244-2	SUBCONTRACTS - ALTERNATE I	JUN-2020
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)	AUG-1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC-1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV-2020
52.245-1	GOVERNMENT PROPERTY	JAN-2017
52.245-1	GOVERNMENT PROPERTY - ALTERNATE I	APR-2012
52.245-9	USE AND CHARGES	APR-2012
52.246-23	LIMITATION OF LIABILITY	FEB-1997
52.246-25	LIMITATION OF LIABILITY-SERVICES	FEB-1997
52.247-63	PREFERENCE FOR US-FLAG AIR CARRIERS	JUN-2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED US-FLAG COMMERCIAL VESSELS	FEB-2006
52.248-2	VALUE ENGINEERING-ARCHITECT-ENGINEER	MAR-1990
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR-2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY-2004
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE I	SEP-1996
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE II	SEP-1996
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE III	SEP-1996
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE IV	SEP-1996
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE V	SEP-1996
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)	APR-1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR-1984
52.249-14	EXCUSABLE DELAYS	APR-1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR-2012
52.253-1	COMPUTER GENERATED FORMS	JAN-1991

**AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text

available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
752.202-1	DEFINITIONS	JAN-1990
752.204-2	SECURITY REQUIREMENTS	FEB-1999
752.204-70	PARTNER VETTING PRE-AWARD REQUIREMENTS	FEB-2012
752.204-71	PARTNER VETTING	FEB-2012
752.204-72	ACCESS TO USAID FACILITEIS AND USAID'S INFORMATION SYSTEMS (DEVIATION)	APR-2020
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN-1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN-1992
752.216-70	AWARD FEE	MAY-1997
752.216-71	PARTNER VETTING IN INDEFINITE DELIVERY CONTRACTS	FEB-2012
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUISNESS CONCERNS	MAR-2015
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL-2007
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB-2012
752.227-14	RIGHTS IN DATA – GENERAL	OCT-2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC-1991
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JUL-1997
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL-2007
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	
752.231-70	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR-2015
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS – [DEVIATION )APR 2020)]	AUG-2013
752.236-70	STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONTRACTION CONTRACTS	JUL-2007
752.242-70	PERIODIC PROGRESS REPORTS	OCT-2007
752.245-71	TITLE TO AND CARE OF PROPERTY	APR-1984
752.7001	BIOGRAPHICAL DATA	JUL-1997
752.7002	TRAVEL AND TRANSPORTATION	JAN-1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL-1997
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMETNS	SEP-2013
752.7006	NOTICES	APR-1984
752.7008	USE OF GOVERNMENT FACILITEIS OR PERSONNEL	APR-1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR-1984

NUMBER	TITLE	DATE
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR-1984
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN-1990
752.7015	USE OF POUCH FACILITIES	JUL-1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN-1999
752.7019	PARTICIPANT TRAINING	JAN-1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR-1984
752.7025	APPROVALS	APR-1984
752.7027	PERSONNEL	DEC-1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL-1996
752.7029	POST PRIVILEGES	JUL-1993
752.7031	LEAVE AND HOLIDAYS	OCT-1989
752.7033	PHYSICAL FITNESS	JUL-1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC-1991
752.7035	PUBLIC NOTICES	DEC-1991
752.7037	CHILD SAFEGUARDING STANDARDS	AUG-2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT-2016
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN-2008

**I.2 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)**

(a) *Definitions.* As used in this clause—

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

[END OF PROVISION]

### **I.3 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any

subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications

equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the

information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.  
(End of clause)

[END OF CLAUSE]

#### **I.4 FAR 52.216-18 ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 15, 2021 through July 14, 2026.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

[END OF PROVISION]

#### **I.5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$100,000,000.00;

(2) Any order for a combination of items in excess of \$100,000,000.00 or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[END OF PROVISION]

#### **I.6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract **seven years from award**.

[END OF PROVISION]

**I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **seven years from award**.

[END OF PROVISION]

**I.8 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR  
AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the

Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

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**[To be filled in by Task Order Contracting Officer]**

[END OF PROVISION]

**I.9 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far/index.html>

[END OF PROVISION]

**I.10 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)**

(a) The contractor must annually submit a report by April 16 of the next year.

(b) Contents of report. The report must contain:

(1) Contractor name.

(2) Contact name with phone, fax number and email address.

(3) Contract number(s).

(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.

(7) Report is required even if the contractor did not pay any taxes during the reporting period.

(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. As used in this clause—

(1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) Commodity means any material, article, supply, goods, or equipment.

(3) Foreign government includes any foreign governmental entity.

(4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

1. Washington:

Ronald Reagan Building (RRB)

M/CFO/FPS, RRB-7.7

1300 Pennsylvania Ave., NW

Washington, DC 20523-7100

2. Filed: Address for the field will be provided at time of Task Order award.

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

[END OF PROVISION]

**I.11 AIDAR 752.245-70 GOVERNMENT PROPERTY—USAID REPORTING REQUIREMENTS (OCT 2017)**

(a) (1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (e.g. smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.

(2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.

(3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500. (b) Reporting Requirement: to be inserted following the text of the (48 CFR) FAR clause. Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

**ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY  
 [Name of contractor as of (end of contract year), 20XX]**

	Motor vehicles	Furniture and furnishings—		Other Government property
		Office	Living quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Contractor acquired property <sup>1</sup>				
b. Government furnished <sup>2</sup>				
c. Transferred from others, without reimbursement <sup>3</sup>				

2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID— Contractor purchased				
c. Transferred to other Government agencies <sup>3</sup>				
d. Other disposals <sup>3</sup>				
C. Value of property as of reporting date				
D. Estimated average age of contractor held property				
	Years	Years	Years	Years

1 Non-expendable property and all mobile IT equipment.

2 Government furnished property listed in this Contract as nonexpendable or accountable, including all mobile IT equipment.

3 Explain if transactions were not processed through or otherwise authorized by USAID.

Property Inventory Verifications

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature

Name

Title

Date

[END OF PROVISION]

**I.13 AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

[END OF PROVISION]

**I.14 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's representative (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034 -Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

<b>TOTAL EXPENDITURES</b> <b>(Document Number: XXX-X-XX-XXXX-XX)</b>			
<b>Line Item No.</b>	<b>Description</b>	<b>Amt. Vouchered to Date</b>	<b>Amt. Vouchered This Period</b>
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. for Line Item 002	\$XXXX.XX	\$XXXX.XX
<b>Total</b>		<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required contracting officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the contracting officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the contracting officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records – Negotiation."

[END OF PROVISION]

**I.15 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)**

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the contracting officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

[END OF PROVISION]

**I.16 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)  
[DEVIATION (JUN 2020)]**

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary- General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

[The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

[END OF PROVISION]

#### **I.17 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)**

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

commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

[END OF PROVISION]

**I.18 AIDAR 722.170 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCNS)  
AND COOPERATING COUNTRY NATIONALS (CCNS)**

TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States shall be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)

(b) Compensation. Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

(c) Allowances and differentials. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(d) Country and security clearances. The contractor shall insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(e) Physical fitness. Contractors are required to insure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.

(f) Workweek, holidays, and leave. The workweek, holidays, and leave for TCN and CCN employees shall be the same as for all other employees of the contractor, under the terms of the contract; however, TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(g) Travel and transportation for TCN's and CCN's. Travel and transportation shall be provided TCN and CCN employees on the same basis as for all other employees of the contractor, under the terms of the contract.

(h) Household effects and motor vehicles. USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects and motor vehicles to their place of employment on the same basis as for all other employees of the contractor, under the terms of the contract unless they are residents of the cooperating country.

[END OF PROVISION]

**I.19 AIDAR 731.205-46 TRAVEL COSTS**

It is USAID policy to require prior written approval of international travel by the contracting officer, or the contracting officer's representative (COR) if delegated in the Contracting Officer's Representative Designation Letter. See (48 CFR) AIDAR 752.7032 for specific requirements and procedures.

[END OF PROVISION]

[END OF SECTION I]

**EXHIBIT B**  
**STATEMENT OF WORK**

SAMPLE

**EXHIBIT C  
PRICING**

SAMPLE

EXHIBIT D

INVOICE CERTIFICATION

Prime Contract No. [PRIME CONTRACT NO.]

SubK No. [SubK NO.]

Subcontractor Invoice No.:

In regard to Subcontractor 's invoice to Tetra Tech, Inc. for Subcontractor's allowable time-and-material costs, including applicable multipliers, incurred under Subcontract No. [SubK NO.]

Subcontractor, the undersigned hereby certifies as follows:

This invoice and any attachments have been prepared from the books and records of [SUBCONTRACTOR NAME, INC. (SUBCONTRACTOR NAME)], in accordance with the terms of this Subcontract and Work Order.

(i) To the best of my knowledge and belief, this invoice and any attachments are correct; the sum claimed under this Subcontract is proper and due; all fixed daily rates claimed are for actual days, or fractions thereof, which Subcontractor has satisfactorily provided; the other direct costs claimed are allowable, are the actual other direct costs incurred in performance of the Subcontract, and have been paid by Subcontractor; the work reflected by these costs has been performed; the quantities and amounts involved are consistent with the requirements of the Subcontract and the LOA; and Subcontractor has obtained all required Tetra Tech and [CLIENT] approvals.

(ii) Subcontractor will promptly make appropriate refund to Tetra Tech upon request, if any amount was not properly payable.

(iii) This is an original invoice, and the costs claimed in it have not previously been submitted for payment under this Subcontract.

(iv) This invoice does not include any costs not authorized in the LOA or costs defined as "unallowable" by FAR 52.216-7, Allowable Cost and Payment; FAR 31.2, Contracts with Commercial Organizations; or other terms and conditions of this Subcontract.

Printed Name:

Signature:

\_\_\_\_\_

Title:

Date:

\_\_\_\_\_