

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), 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 m³). 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 (m³) (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. 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, 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.

| NUMBER | TITLE | DATE |
|---------------|--|-------------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 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 |
|-----------|--|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 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, 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, 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.

- (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]