

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY USAID/Vietnam Office of Acquisition and Assistance (OAA) 15/F Tung Shing Building, 2 Ngo Quyen Hanoi, Vietnam		CODE See Block 16 C	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To all Offerors			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				RFP No. 72044019R00004	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE				10B. DATED (SEE ITEM 13)	
FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAA of 1961 and EO 11223, as amended.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to answer questions received from offerors and to amend the RFP.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Capobianco	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>/s/</u> (Signature of Contracting Officer)	16C. DATE SIGNED



USAID | VIETNAM

Issuing Date: April 3, 2019, Amendment No. 1 Date: April 18, 2019

Question Due date: April 12, 2019 at 1600 Hanoi time

Phase-one Proposal Submission Due Date: May 3, 2019 at 1600 Hanoi time

Phase-two Proposal Submission Due Date: To be communicated to those that pass Phase One

Subject: Amendment No. 1 to Request for Proposals No. 72044019R00004 for USAID First Interim Measures for Dioxin Remediation at Bien Hoa Airbase Area

Dear Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development Mission in Vietnam (USAID/Vietnam), is seeking Phase One proposals from qualified organizations interested in providing the services as described in this solicitation. This acquisition for construction is being procured in accordance with Federal Acquisition Regulation Subpart 36.3 -- Two-Phase Design-Build Selection Procedures.

- Phase One will be evaluated in accordance with FAR 36.303-1 -- Phase One.
- Phase Two will be evaluated in accordance with FAR 36.303-2 -- Phase Two.

USAID/Vietnam anticipates awarding one firm-fixed-price contract. For Phase Two, the U.S. Government may award this contract without discussions.

The order of magnitude of the resultant contract is between \$10 to \$20 million for the anticipated period of performance of approximately 3 years.

Prime Offerors under this RFP must be registered under the North American Industry Classification System (NAICS) code 237990 -- Other Heavy and Civil Engineering Construction. In addition, Offerors must be eligible in accordance with the authorized geographic code for this procurement which is 937.

A site walk and pre-proposal conference will be scheduled among Offerors who are selected to move to Phase Two. The site walk will be at the Bien Hoa Airbase, Vietnam and the conference may be held either in Hanoi or Ho Chi Minh City. Detailed information will be given at a later date to those eligible for the site walk. In order to submit a Phase Two proposal, an offeror **must** attend both the site walk and the conference.

Questions regarding this request must be submitted via e-mail to the points of contact identified in Section L no later than the date and time for questions stated above. Unless otherwise notified by an amendment to this RFP, USAID will not answer questions after the deadline or by phone. Offerors must not submit questions to any other USAID staff. All questions submitted and answers to all questions will be provided in writing through an amendment to the RFP which will be publicly posted on www.fbo.gov.

Issuance of this solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal. USAID reserves the right to reject any and all offers received. Award of a contract under this RFP is subject to availability of funds and other internal USAID approvals. Final award of any resultant contract cannot be made until funds have been fully appropriated, allocated, and committed through USAID's internal procedures. USAID bears no responsibility for data errors resulting from transmission or conversion processes.

Sincerely,

/s/

Michael Capobianco
Contracting Officer
USAID/Vietnam

U.S. Agency for International Development
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide design-build services as described in detail in Section C, Statement of Work.

B.2 TYPE OF CONTRACT

This is a firm fixed price contract with two contract line item numbers (CLINs) and payable entirely in U.S. dollars. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates.

B.3 CONTRACT PRICE

The contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified in Section F.

CLIN 1: TBD

CLIN 2 (Option for Additional Quantity): TBD per 1,000 m³ of soil, up to a maximum of 12,000 m³.

[END OF SECTION B]

SECTION C - STATEMENT OF WORK

C.1 TITLE

The title of the contract is “**USAID First Interim Measures for Dioxin Remediation at Bien Hoa Airbase Area**” or “**IM1**.” 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 United States Government (USG) activities in Vietnam. This contract, IM1, will support the Project through provision of services as described below.

C.3 BACKGROUND

The Bien Hoa Airbase Area is one of three major dioxin contamination hotspots in Vietnam identified through studies completed in the 1990's. Bien Hoa, along with Phu Cat, and Danang Airports, were used by the U.S. military for the import, storage, and loading of Agent Orange between 1961 and 1971.

In 2016, USAID collaborated with the Government of Vietnam (GVN) to prepare a report titled "Environmental Assessment of Dioxin Contamination at Bien Hoa Airbase" (EA). USAID prepared the EA in compliance with the requirements of Title 22 of the United States (U.S.) Code of Federal Regulations (CFR), Part 216 (<https://www.usaid.gov/vietnam/documents/environmental-assessment-dioxin-contamination-bien-hoa-airbase>).

The 2016 EA is the primary resource documenting characterization of dioxin contamination on and around Bien Hoa Airbase. The EA estimates the volume of dioxin-contaminated soils at the site between 408,500 (baseline estimated volume) to 495,300 cubic meters (m³). The majority, approximately 95%, of the contaminated soil is located on the airbase. The remaining is located off of the airbase.

USAID anticipates entering into several implementation mechanisms to support the overall Project completion, in addition to this Contract, including:

- Architect-Engineer Services contract (A&E Contractor) to develop a remediation masterplan for the site and provide oversight of other Project contractors.
- Construction contract(s) for other, non-treatment remedial components (Construction Contractors), based on the A&E Contractor's plans and specifications.
- Treatment Contract(s) for soil treatment (Treatment Contractors), based on the approved remediation masterplan.

C.4 OBJECTIVES

The objectives of this Contract are:

- Excavate dioxin contaminated soil from select on-airbase locations, restore these areas using clean fill, and isolate excavated, contaminated soil in two storage areas constructed on-airbase.
- Halt the migration of dioxin contaminated soil from the on-airbase, Pacer Ivy area to other on- and off-airbase locations.

C.5 STATEMENT OF WORK

The design-build method of construction is meant to be iterative and collaborative. Working closely with USAID and representatives of the GVN, the Contractor must prepare designs, obtain all approvals to initiate construction, and, once approval is obtained, must implement construction of interim dioxin remediation measures in accordance with the following two contract line items numbers (CLINs).

C.5.1 CLIN 1 – Design/Build of Interim Measures

The Contractor must furnish a design build (DB) package to design, obtain approval of the design, construct, and maintain interim measures as described below. The Contractor is responsible for all labor, materials, equipment, supervision, adequate security protocols, permits, approvals, and incidentals necessary to perform the work.

C.5.1.1 Design Phase

C.5.1.1.1 STANDARDS FOR DESIGN AND CONSTRUCTION

The Contractor must apply the following or more stringent standards and methods to the different elements of this CLIN. When a conflict between two standards exists, the Contractor must utilize the stricter standard. The revision of referenced standards in effect at the time of contract award shall apply.

Construction Standards and Methods

American Concrete Institute (ACI):

- ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
- ACI 232.2R - Use of Fly Ash in Concrete.
- ACI 301 - Specifications for Structural Concrete for Buildings
- ACI 304.2R - Placing Concrete by Pumping Methods.
- ACI 304R - Guide for Measuring, Mixing, Transporting and Placing Concrete.
- ACI 305R - Hot Weather Concreting.
- ACI 306R - Cold Weather Concreting.
- ACI 318 - Building Code Requirements for Reinforced Concrete
- ACI 347 - Formwork for Concrete
- ACI 350 - Code Requirements for Environmental Engineering Concrete Structures and Commentary.
- ACI 350R - Concrete Sanitary Engineering Structures
- SP-66 (ACI 315) - ACI Detailing Manual

American Welding Society (AWS) D1.4 Structural Welding Code - Reinforcing Steel

- ASTM A184 – Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
- ASTM A185 – Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
- ASTM A497 - Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete.
- ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- ASTM A706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
- ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
- ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- ASTM C1260 - Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method).
- ASTM C138 – Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
- ASTM C143 - Standard Test Method for Slump of Hydraulic-Cement Concrete
- ASTM C150 - Standard Specification for Portland Cement
- ASTM C156 - Standard Test Method for Water Retention by Liquid Membrane-Forming Curing Compound for Concrete
- ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete
- ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
- ASTM C192 – Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory.
- ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
- ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
- ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

- ASTM C311 - Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for use in Portland Cement Concrete.
- ASTM C33 - Standard Specification for Concrete Aggregates.
- ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
- ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
- ASTM C94 - Standard Specification for Ready-Mixed Concrete.
- ASTM D1004 - Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting.
- ASTM D123 – Standard Terminology Relating to Textiles
- ASTM D1238 - Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer.
- ASTM D1505 - Standard Test Method for Density of Plastics by the Density-Gradient Technique.
- ASTM D1556 – Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
- ASTM D1557 – Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
- ASTM D1603 - Standard Test Method for Carbon Black in Olefin Plastics.
- ASTM D-2216 - Natural Moisture Content
- ASTM D2487 – Standard Test Method for Classification of Soils for Engineering Purposes
- ASTM D2922 – Density of Soil in Place by Nuclear Methods (Shallow Depth)
- ASTM D3017 – Test Method for Water Content of Soil in Place by Nuclear Methods (Shallow Depth)
- ASTM D3740 – Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
- ASTM D3786 – Standard Test Method for Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics – Diaphragm Bursting Strength Tester Method
- ASTM D3895 - Standard Test Method for Copper-Induced Oxidative Induction Time of Polyolefins by Thermal Analysis.
- ASTM D4218 - Test Method for Determination of Carbon Black Content in Polyethylene Compounds by the Muffle-Furnace Technique
- ASTM D422 – Test Method for Particle Size Analysis of Soils
- ASTM D4355 – Standard Test Method for UV Resistance of Geotextiles
- ASTM D4491 – Standard Test Methods for Water Permeability of Geotextiles by Permittivity
- ASTM D4533 – Standard Test Method for Trapezoid Tearing Strength of Geotextiles
- ASTM D4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
- ASTM D4751 – Standard Test Method for Determining Apparent Opening Size of a Geotextile
- ASTM D4833 – Standard Test Method for Index Puncture and Resistance of Geomembranes and Related Products
- ASTM D4833 – Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products.
- ASTM D5199 - Test Method for Measuring Nominal Thickness of Geotextiles and Geomembranes
- ASTM D5261 – Standard Test Method for Mass Per Unit Area (Weight) of Fabric
- ASTM D5397 - Procedure to Perform a Single Point Notched Constant Tensile Load - Appendix (SP-NCTL) Test
- ASTM D5596 - Test Method for Microscopic Evaluation of the Dispersion of Carbon Black in Polyolefin Geosynthetics
- ASTM D5721 - Practice for Air-Oven Aging of Polyolefin Geomembranes
- ASTM D5885 - Test Method for Oxidative Induction Time of Polyolefin Geosynthetics by High Pressure Differential Scanning Calorimetry
- ASTM D5994 - Test Method for Measuring the Core Thickness of Textured Geomembranes
- ASTM D638 (NSF Modified) - Standard Test Method for Tensile Properties of Plastics.
- ASTM D6938 – Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
- ASTM D792 - Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
- ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.

Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice

Geosynthetic Research institute (GRI) Standards:

- GM10 Specification for the Stress Crack Resistance of Geomembrane Sheet
- GM11 Accelerated Weathering of Geomembranes using a Fluorescent UVA Condensation Exposure Devise
- GM12 Measurement of the Asperity height of Textured Geomembranes Using a Depth Gage National Ready Mixed Concrete Association (NRMCA) Quality Control Manual, Section 3 - Certification of Ready Mixed Concrete Production Facilities.

Truck Mixer Manufacturers Bureau (TMMB) 100 - Truck Mixer, Agitator and Front Discharge Concrete Carrier Standards.

Health and Safety Standards

USG Standards

- 29 Code of Federal Regulations (CFR) 1910, OSHA Safety and Health Standard for General Industry
- 29 CFR 1904, OSHA Recording and Reporting Occupational Injuries and Illnesses
- 29 CFR 1926, OSHA Safety and Health Standards for the Construction Industry

GVN Standards

- Labor Code, 10/2012/QH13
- Government Decree on Implementation of Some Content of the Labor Code, 05/2015/ND-CP
- Law on Labor Safety and Hygiene, 84/2015/QH13
- Government Decree on Labor Safety and Hygiene, 44/2016/ND-CP
- [Circular 17/2018/TT-BLDTBXH Regulating Self-inspection of Labour Law Compliance by Enterprises](#)

Waste Management Standards

USG Standards

- Title 44 Code of Federal Regulation (CFR) Chapter 1

GVN Standards

- Government Decree on Waste and Scrap Management, 38/2015/ND-CP
- MONRE Circular on Scrap Recycle and Disposal, 34/2017/TT-BTNMT
- MONRE Circular on Hazardous Waste Management, 36/2015/TT-BTNMT
- National Technical Regulation on Hazardous Waste Thresholds, QCVN 07:2009/BTNMT
- National Technical Regulation on Industrial Wastewater, QCVN 40:2011/BTNMT
- National Technical Regulation on Domestic Wastewater, QCVN 14:2008/BTNMT
- National Technical Regulation on Industrial Gas Emission of Dust and Inorganic Substances, QCVN 19:2009/BTNMT
- National Technical Regulation on Industrial Gas Emission of Organic Substances, QCVN 20:2009/BTNMT
- Vietnam National Standard (TCVN) 9737: 2013 – Dioxin Discharge Standards in Wastewater and Air Waste from Dioxin Residue Treatment Activities
- National technical regulation on the allowable limits of heavy metals in soils, QCVN 03-MT:2015/BTNMT

Environmental Mitigation and Monitoring Standards

USG Standards

- Title 22 Code of Federal Regulations (CFR) 216
- USAID's Automated Directives System (ADS) 204

GVN Standards

- Law on Environmental Protection, 55/2014/QH13
- Government Decree on Environmental Protection, 19/2015/ND-CP
- National Technical Regulation on Environmental Monitoring, QCVN 24:2017/BTNMT
- National Technical Regulation on Ambient Air Quality, QCVN 05:2014/BTNMT
- National Technical Regulation on Hazardous Substances in Ambient Air, QCVN 06:2009/BTNMT
- National Technical Regulation on Noise, QCVN 26:2010/BTNMT
- National Technical Regulation on Vibration, QCVN 27:2010/BTNMT
- National Technical Regulation on Surface Water Quality, QCVN 08-MT:2015/BTNMT
- Vietnam National Standard TCVN 10843:2015 – Air Quality Standard – Maximum Dioxin Concentration in Ambient Air

Decontamination Standards

- ASTM D5088 - 15a, Standard Practice for Decontamination of Field Equipment Used at Waste Sites

Topographic Survey Standards

- National Standard on Technical Measuring and Processing of GPS data in Engineering Survey, TCVN 9401:2012
- National Standard on Surveying in Construction – General Requirements, TCVN 9398:2012

C.5.1.1.2 PLANS

The Contractor must prepare and receive USAID approval for the following planning documents in accordance with the deliverable schedule:

- **Mobilization Plan** – The Contractor must prepare a Mobilization Plan including, but not limited to, a description and schedule of the anticipated arrival to the site of all key contractor personnel, subcontractors, equipment and materials; proposed security improvements (if any); and, set-up of air and water quality monitoring stations, temporary trailer/office, electrical, internet, phone, and sanitary facilities.
- **Health and Safety Plan (HASP)** – The Contractor must prepare a HASP for its employees and visitors to its work area(s). The HASP must be prepared in compliance with standards above. In preparing the HASP, the Contractor must comply with the principles in the US Army Corps of Engineers Safety and Health Requirements Manual (<https://www.usace.army.mil/Safety-and-Occupational-Health/Safety-and-Health-Requirements-manual/>). The HASP must include plans for medical surveillance for site workers that includes a blood monitoring program for dioxin. At a minimum, the dioxin blood monitoring program must include collection of a baseline sample for all workers before they begin site work and when the particular worker departs from working on the contract. The program must have annual sampling of workers working longer than one year. The program must also include plans to share blood sample results with workers confidentially via consultations with a Vietnamese medical practitioner trained to advise them regarding the results. The HASP must be reviewed and updated as necessary. The A&E Contractor will prepare a site-wide HASP during this Contract implementation and USAID will provide a copy to the Contractor. If needed, the Contractor's HASP must be modified to be consistent and in compliance with the site-wide HASP.
- **Sampling and Analysis Plan/Quality Control Project Plan (SAP/QCPP)** – The Contractor must prepare a SAP/QCPP that complies with the principles of current EPA guidance on SAP (<https://www.epa.gov/quality/sampling-and-analysis-plan-guidance-and-template-v4-general-projects-042014>) and quality assurance project plans (as referenced in <https://www.epa.gov/quality>) and the Intergovernmental Data Quality Task Force 2012 guidance on UFP-QAPP. A confirmation sampling workplan must be included as an annex to the SAP/QCPP. Sampling protocols must achieve data quality objectives consistent with current EPA guidance (as referenced in <https://www.epa.gov/quality>) and the Interstate Technology & Regulatory Council (ITRC) Incremental Sampling Methodology Technical and Regulatory Guidance (https://www.itrcweb.org/ism-1/pdfs/ISM-1_021512_Final.pdf). Samples collected using the multi-incremental sampling methodologies must be a minimum 30-point composite, and must allow meaningful comparison of data collected to excavation standards. Samples must be analyzed using U.S. EPA analytical methods by an accredited laboratory. Any additional

sampling and analysis programs necessary to complete the Contract must be prepared by the Contractor as annexes to the SAP/QCPP. The A&E Contractor will prepare a site-wide Sampling and Analysis Plan/Quality Assurance Project Plan (SAP/QAPP) during Contract implementation and USAID will provide a copy to the Contractor. If needed, the Contractor's SAP/QCPP must be modified to be consistent and in compliance with the site-wide SAP/QAPP.

- **Stormwater Management Plan/Stormwater Pollution Prevention Plan (SWPPP)** –The Contractor must prepare a SWPPP that complies with the principles of U.S. EPA guidance (https://www3.epa.gov/npdes/pubs/sw_swppp_guide.pdf) and Clean Water Act (33 U.S.C. 1251 et seq.) addressing the Contract's activities. The SWPPP must address discharges during and post construction, until such time individual construction areas, i.e. decision unit excavations and all other site locations disturbed during implementation, are fully stabilized and/or restored. The A&E Contractor will prepare a site-wide SWPPP. USAID will provide a copy of this site-wide SWPPP to the Contractor. If needed, Contractor's SWPPP must be modified to be consistent and in compliance with the site-wide SWPPP.
- **Waste Management Plan (WMP)** – The Contractor must prepare a WMP that specifies the proper storage, characterization, and disposal of liquid and solid waste generated during Contract implementation in conformance with the above standards. The WMP must address stockpiling, handling and transportation and disposal of all wastes derived during the work such as excavated soil, drill cuttings, groundwater, personnel protective equipment and other waste. The WMP must include plans for disposal of all construction waste generated by the contractor from mobilization to demobilization. The contractor must plan to dispose all such waste in an on-base area to be identified by USAID. The contractor must decontaminate and test all waste material for residual dioxin contamination on a volumetric basis before seeking approval from the COR to place material in the disposal area.
- **Environmental Mitigation and Monitoring Plan (EMMP)** – The Contractor must prepare an EMMP in conformance with 22 Code of Federal Regulations (CFR) 216 and USAID's Automated Directives System (ADS) 204 and any of their successors, specifically addressing the Contractor's activities. The EMMP must be consistent with the approved GVN Environmental Impact Assessment (EIA) (Attachment J. 1 Approved EIA Summary) and Contract specifications and design documents and must describe the mitigation and monitoring elements the Contractor must implement to minimize the potential for environmental impacts during construction. USAID will provide a full EIA in English in Phase 2 of the selection process. The EMMP must at minimum address turbidity control, dust control, protection of water quality, protection of air quality, and protection of natural resources, to included sample collection and analysis, and include background and other standards, monitoring data will be evaluated against. The EMMP must include a turbidity action level of no greater than 29 nephelometric turbidity unit (TDU) above background for all wastewater and runoff water prior to discharge and a dust action level of no greater than 0.186 milligram per cubic meter (mg/m3). The Contractor must review the EMMP quarterly in response to monitoring evaluation results. The Contractor must recommend updates to the EMMP, and review those recommendations with USAID. The Contractor must prepare an addendum to the EMMP to incorporate agreed upon updates. The A&E Contractor will prepare a site-wide EMMP during this Contract implementation and USAID will provide a copy to the Contractor. If needed, Contractor's EMMP must be modified to be consistent and in compliance with the site-wide EMMP. Although the Contract will have overall positive environmental impact through the isolation of dioxin contaminated soil, there remain potential remedial construction-related impacts. The Contractor must identify activities that pose potential impacts and incorporate green and sustainable designs and best practices into its work.
- **Decontamination and Demobilization Plan** – The Contractor must prepare a Decontamination and Demobilization Plan detailing the disposition of personnel, equipment, and materials used during the contract. The Decontamination and Demobilization Plan must describe how equipment which are in direct contact and/or are exposed to dioxin and/or other contaminants will be decontaminated, the decontamination criteria, the property disposition plan, the phase-out of Contractor operations, and the timetable for completing all required actions in the Decontamination and Demobilization Plan.

The Contractor, as the engineer of record, must prepare a **Construction Quality Control (CQC) Plan**. The CQC plan must include, but not necessarily be limited to:

- Responsibilities and authorities of key Contract personnel, contractors, and representatives of organizations involved in the construction management and oversight.
- 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.
- Description of construction monitoring requirements, objectives, and sampling requirements.

- Documentation requirements for reporting construction QC activities, including daily summary reports, inspection data sheets, and filing system organization.
- Procedures, work instructions and drawings as guidance to perform activities and processes consistently.
- Documented process by which the specified quality requirements for materials and workmanship are met.
- Record control procedures ensuring 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 Contract.
- Document control procedures ensuring 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.
- 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.
- Procedures to identify, segregate, and track nonconforming work and materials until a resolution is made, to prevent their inadvertent use or installation.
- 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.
- Contract's 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.

Submittal Register

The Contractor must prepare and submit to the Contracting Officer's Representative (COR) for review and approval, a Submittal Register, noting all information and data required from the Contractor, including Design Documents, Working Plans and other Submittals, to be submitted to the USAID. The Submittal Register must be in a format approved by the USAID COR. The Submittal Register must be coordinated with the Contractor's schedule (per FAR 52.236-15). The Submittal Register must be used as the document for controlling the submission of all Submittals throughout the period of the Contract. The Submittal Register must note:

- a description of each Submittal and its contents including applicable specification identification;
- if the Submittal is for information, consent or approval by the USAID COR or the Contracting Officer (CO);
- the date of transmittal to the USAID;
- the date of return of the Submittal from USAID;
- the status of the returned Submittal, i.e. approved, approved with comments, rejected;
- the date of re-submittal (if required) to USAID.

The form and content of the Contractor's proposed Submittal Register must be initially submitted by the Contractor for review and consent by the COR with its initial schedule. The Submittal Register must be updated bi-weekly by the Contractor and submitted to the COR.

C.5.1.1.3 DESIGN REQUIREMENTS

General:

All design work must be consistent with all standards and approved plans.

In conformance with USAID gender policies and guidance, the Contractor must ensure that women are provided with equal opportunity to participate in all facets of the Contract work and account for and manage all gender-based impacts identified in the 2016 EA or during subsequent analysis.

The Contractor must consider historic weather patterns and predicted climate change related increases in the frequency and intensity of extreme weather events in their designs. Contractor must take all reasonable precautions to secure the work area against such potential damages due to rainfall. Total monthly rain precipitation data for the period 2013 – 2017 is presented in the EIA, Table 2.3.

Site Layout

Utilizing areas identified in Attachments J.2 and J.3, and in accordance with approved SWPPP and EMMP, the Contractor must design a general site layout of the work, identifying locations of office/laydown areas laydown areas and equipment storage, planned erosion and recontamination control measures, air and water quality monitoring stations, site fencing and other security improvements, trailer/office, electrical, internet, phone, and sanitary facilities, excavated soil staging areas, soil storage area footprints, and any proposed temporary access roads. The contractor must locate the office/laydown area in the EA-identified decision unit (DU) PI-5.

Excavation

The Contractor must design an excavation plan for removing soil containing dioxin at concentrations exceeding excavation standards from three DUs located in the Pacer Ivy (PI) Area of Bien Hoa Airbase and identified in Table 1. Table 1 summarizes the excavation standards and estimated volumes of soil to be excavated from these DUs. The coordinates of all these DUs are included as Attachment J.4. The volumes are EA-based estimates plus an additional 20% contingency factor.

TABLE 1 ESTIMATED EXCAVATION VOLUMES				
No	DU	Excavation Standard (ppt TEQ) ¹	Estimated Excavation Volumes in Cubic Meters (m ³) for	
			Low Concentration Storage	High Concentration Storage
1	PI-8	150	13,190	3,101
2	PI-10	150	10,912	4,709
3	PI-13A	300	2,893	0
ESTIMATED MAXIMUM			26,995	7,810

1. Parts per Trillion (ppt), Toxic Equivalency Factor (TEQ)

The Contractor's excavation plan must propose initial depths and horizontal extents of excavation in each DU. The excavation plan must also include a confirmation sampling plan in conformance with and as an annex to the SAP/QCPP to confirm achievement of the excavation standard. This confirmation sampling plan must include collection and analysis of samples from the bottom and sidewalls after excavation of the initial design volumes and a strategy for continuing excavation if achievement of the excavation standard is not confirmed.

The excavation plan must include an approach to marking the final horizontal/sidewall limits of excavation with an easily identifiable geotextile material.

The Contractor must design dewatering systems as necessary to facilitate soil excavation. Dewatering systems must include treatment as necessary to meet referenced standards for water discharge and comply with the EMMP.

Staging

The Contractor must design a staging plan to safely store excavated soil while the Contractor confirms its dioxin concentration using a minimum 30-point composited sample on soil masses no greater than 1000 m³. After confirmation of the dioxin concentration of each soil mass, the staging plan must include the safe movement of staged soil to either the high concentration or low concentration storage area.

The Contractor must propose the location(s) of staging areas within Pacer Ivy in its plan and detail the locations in the site layout. The Contractor should avoid use of the GVN-constructed storage area in PI-13 for staging. The staging area design must ensure that soil can be readily moved in and out without risk of becoming co-mingled with existing soil in the staging area. The height of any staging area cannot exceed four (4) meters above current elevation. The staging area design must also include collection and treatment of any water released from the soil during the staging period to meet referenced standards and comply with the EMMP.

High Concentration Storage Area (HCSA)

The Contractor must design a storage area to contain all excavated soil confirmed to contain dioxin at concentrations equal to or greater than 1,000 ppt. This High Concentration Storage Area (HCSA) must be sited within PI-2 but no closer than 10 m to the exterior boundary of this decision unit. and no closer than 10 m to the

vetiver grass dioxin remediation test plot in PI-2. The height cannot exceed four (4) meters above current elevation. The coordinates of this test plot are included as Attachment J.5.

The HCSA design must ensure that after completion stored soil will be effectively protected from erosion if stored in that location for up to 5 years, provided proper maintenance. The design must also protect from comingling of stored soil with native soil especially when the stored soil is ultimately removed. The HCSA design must include measures to ensure erosion protection at all times, e.g. during periods of active hauling of soil from the staging area or during any extended pauses in hauling.

Low Concentration Storage Area (LCSA)

The Contractor must design a storage area to contain all excavated soil containing dioxin at concentrations less than 1,000 ppt. This Low Concentration Storage Area (LCSA) must be sited within PI-1, and/or PI-17C, i.e., the sub-decision unit C of PI-17, but no closer than 10 m to the exterior boundaries of these decision unit areas. The height cannot exceed four (4) meters above current elevation.

All other design requirements are the same as those for the HCSA.

Site Restoration, Erosion Controls and Recontamination Control

The Contractor must design site restoration of excavated and other work areas consistent with current land use, including replacing utilities temporarily removed or bypassed to complete the work and replacing hard scape element such as roadways, fences, walls, and sidewalks. The design must include utilization of clean backfill, grading, stormwater controls, and vegetation clean backfill as needed to provide stable grades, promote site drainage, prevent erosion, and prevent environmental exposure to residual dioxin contamination.

The Contractor must also design erosion controls and stormwater pollution prevention measures for the construction phase based on the approved SWPPP that will be effective until all work areas are fully stabilized and/or site restoration is complete. Full stabilization can be achieved through vegetative or non-vegetative measures.

Full vegetative stabilization means that the Contractor has established uniform, perennial vegetation (i.e., evenly distributed, without large bare areas) that provides 70 percent or more of the cover that was provided by vegetation native to local undisturbed areas. Perennial vegetation could include grasses, ground covers, trees, shrubs, etc. If prior to construction the cover on the site is 50 percent of the site, the Contractor must return the site to 35 percent cover (70 percent of 50 percent). Final non-vegetative stabilization means that non-vegetative stabilization methods have been implemented to provide effective cover for exposed portions of the site. Examples include, but are not limited to, rip-rap, gravel, gabions, and geotextiles.

The Contractor must also design recontamination controls to prevent migration of contaminated soil from the Pacer Ivy Area, including PI-1, PI-2, PI-3, PI-4, PI-5, PI-7, PI-9, PI-11, PI-17, PI-19, PI-20, PI-13, and PI-14, to DUs excavated and restored as part of the Contract. This design must ensure robust isolation of contaminated soil in PI-2, the most highly contaminated portion of Pacer Ivy and the location of the HCSA.

Temporary Civil Works:

The Contractor must prepare designs for any temporary roads or other civil works deemed necessary to complete the requirements of the contract.

C.5.1.1.4 DESIGN REVIEW AND APPROVAL

The Contractor must use Construction Specification Institute (CSI) format and divisions as appropriate in submission of all designs including each of the elements described above for USAID review at phases as described below.

- Preliminary design corresponding to an approximate 30% level of completeness. These design documents must include drawings showing the layout, location, and specific construction schedule(s). It must include, as applicable, a listing of equipment, components, and materials.
- Pre-final designs corresponding to 60% and 90% levels of completeness respectively. These design documents must include a detailed design report, design drawings, and specifications.

- Final designs, corresponding to a 100% level of completeness, used for construction.

Pre-final and final designs must also include:

- Engineering design reports.
- Topographic surveys and utility locations.
- Hydraulic analysis.
- Traffic controls.
- Confirmation of backfill material properties.
- Detailed technical specifications.
- Operation and maintenance (O&M) plans.

The Contractor must address USAID comments from each design submittal into the subsequent design submittal. Following receipt of USAID comments, the Contractor must discuss the comments with USAID and work to agree on the changes to be made. The final (100%) design will become final upon approval by the COR. All final design documents must be approved by the COR prior to construction. Note that COR approval will be contingent on MND review and acceptance of the designs. All final designs must be stamped by a professional engineer licensed in Vietnam and licensed in one of the United States of America.

The Contractor must work closely with USAID and MND to facilitate GVN IM1-related approval(s). The Contractor must address approval issues through participation in workshops and meetings, preparation and/or review of technical documents, and provision of other technical inputs as required.

C.5.1.1.5 EXISTING CONDITIONS

The IM1 contract work areas (the Site) are shown on Attachments J.2 and J.3. Attachment J.2 shows the airbase locations of Pacer Ivy, the backfill borrow source area, and the hauling road from Pacer Ivy to the borrow source area. Attachment J.3 shows a close-up of Pacer Ivy with that area's DUs including those specified for excavation, storage areas, and office/laydown area. The EA provides the most comprehensive overview of the existing conditions in the Site. However subsequent to completion of the EA, GVN has completed additional construction in the area including road improvements, drainage improvements, several interim protection measures (most significantly two rock filled, pervious cofferdams at the southern boundary of the EA DU PI-8 and the northern boundary of DU PI-9 to inhibit migration of sediment into the drainage channel outflow to the Dong Nai River), and construction of a geotextile lined storage area in portions DU PI-13. Design drawings for this storage area (in Vietnamese) are in Attachment J.6.

The GVN will provide access to an electrical power source and piped water within the office/laydown area in PI-5. The Contractor is responsible for installing all service connections. USAID will facilitate through GVN site access for Contractor personnel.

C.5.1.1.6 ~~SUBCONTRACTOR-SPECIFIC LICENSES~~

In addition to any other permits/licenses that may be required, All ~~subcontractors-organizations~~ handling contaminated soil must have a Hazardous Waste Disposal License issued by Vietnam Ministry of Natural Resources and Environment (MONRE).

C.5.1.2 Construction Phase

C.5.1.2.1 STANDARDS

The Contractor must perform all construction work according to the approved designs, the above standards, the approved plans, and other contractual requirements.

C.5.1.2.3 REQUIREMENTS

The Contractor must implement operations and maintenance plans for all work areas until such time responsibility for the area is transferred to USAID or the end of the contract.

Mobilization and Site Set-Up

The Contractor's mobilization and site set-up must include, but is not limited to:

- Clearing all site areas to be excavated or used as office/laydown area, staging areas, storage areas, and the Site by removing the vegetation down to the ground surface. Cleared surface vegetation must be removed from the Site and disposed in an on-base area specified by USAID. In non-excavation areas, clearing and grubbing must be performed to remove the vegetation, stumps, and roots and the material must be removed from the Site and disposed in the on-base area specified by USAID. In excavation areas, stumps and roots must be removed as part of the excavation, mulched, and mixed in with the excavated contaminated soil.
- Leveling and grading of laydown and equipment storage areas.
- Constructing approved erosion control measures, air and water quality monitoring stations, and site security.
- Utility clearance.
- Construction of laydown and equipment storage yards.
- Installation of decontamination stations approved in the decontamination plan.
- Construction of any other temporary civil works necessary to facilitate initiation of work.

Excavation

The Contractor must excavate soil containing dioxin at concentrations exceeding standards according to the approved excavation plan up to a total of ~~34,805,385~~ 34,805,385 cubic meters. The quantity must be measured as bank volume, based on comparison of post-excavation topographic surveys with the design stage topographic survey. The Contractor must halt excavation after ~~27,844,374~~ 27,844,374 cubic meters (80% of the estimated volume) has been excavated and seek approval from USAID to continue excavation.

Excavation must be accomplished by methods which preserve the undisturbed state of the subgrade soils.

The Contractor must also implement the approved confirmation sampling plan. The Contractor is responsible for the proper management of investigation-derived wastes in conformance with the approved Waste Management Plan. The Contractor must summarize results of the data collection and evaluation activities in written data reports, stamped by an engineering or geoscience professional, and submitted to the COR. Laboratory data must be provided in electronic data deliverable (EDD) format that complies with the principles in U.S. EPA Electronic Data Deliverable (EDD) Comprehensive Specification Manual 4.0 and maintained by the Contractor in a secure internet-based electronic database readily accessible to the USAID COR and CO at all times. Data must, at a minimum, include sample location and type, chain of custody, laboratory results, and quality assurance information. The Contractor must validate each laboratory data report.

Staging

After excavation, the Contractor must implement the staging plan to confirm segregation of high and low concentration soil through 30-point composited sample on soil masses no greater than 1000 m³ before final placement in the relevant storage area.

High and Low Concentration Storage Areas

The Contractor must construct these two storage areas according to the approved designs. The Contractor must sequence construction of the storage areas and placement of soil, to minimize erosion risks. The storage areas must be completely winterized prior to the onset of the wet season, approximately May 1 through December 1. Winterization measures must include installation of caps over dioxin contaminated soil, fully operational stormwater run-on and run-off control measures, and implementation of the SWPPP monitoring program.

Site Restoration, Erosion and Recontamination Control

The Contractor must restore excavation and other work areas and install erosion and recontamination controls according to approved designs.

Backfill shall be placed in layers having a maximum thickness of 0.3 meters measured before compaction and shall be compacted to 90 percent of the modified Proctor maximum dry density. Before bringing to the site for

utilization in Site restoration or recontamination control, the Contractor must confirm backfill meets the following criteria:

- Clean, naturally occurring soil which must not contain granite blocks, broken concrete, masonry rubble, asphalt pavement, or any material larger than 150 mm in any dimension.
- Have dioxin concentrations below 21.5 ppt Toxic Equivalency Factor (TEQ).
- Have a plasticity index of less than 15, relative compactions normalized between 88 – 93% to prevent erosion and enable replanting.
- Conform to the following gradation limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
No. 40	75 max.
No. 200	30 max.

- Conform to all soil quality standards referenced above.

Substantial Completion

"Substantial Completion" means the stage in the progress of the work as determined and certified by the CO in writing to the Contractor, on which the work (or a portion designated by USAID) is sufficiently complete and satisfactory. The activities that are required to be complete to achieve Substantial Completion are provided below:

- Completion of construction of Storage Areas.
- Completion of site restoration and recontamination control activities.
- Submission of final certified site surveys.
- Submission of owner's O&M manuals.
- Submission of as-built drawings for all construction.

Substantial completion means that the work is essentially complete and may be used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which do not interfere with the intended utilization of the work, and can be completed or corrected within the time period required for final acceptance.

The "date of substantial completion" means the date determined by the CO as of which substantial completion of the work has been achieved.

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion, accompanied by the Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

Demobilization

At the direction of the CO, after substantial completion inspection the Contractor may be authorized to demobilize all equipment, personnel, materials and temporary facilities from the site according to the approved demobilization and decontamination plan if there are no significant issues identified during the inspection. If the Contractor is not authorized to demobilize after the substantial completion inspection, the Contractor must not demobilize until after final acceptance.

Final Completion and Acceptance

Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

Final Inspection and Tests

The Contractor shall give the Contracting Officer at least ten (10) business days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

Final Acceptance

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

C.5.1.2.4 SUBMITTALS (NOT APPLICABLE FOR DELIVERABLES IN SECTION F)

Submittal Procedures

A Submittal form shall accompany all Submittals. The Submittal form must be in a format approved by the COR. Each Submittal form must be consecutively numbered, 0001, 0002, 0003 etc. with 0001 pertaining to the first Submittal made by the Contractor.

On each Submittal form the Contractor must provide a comprehensive description of the submission and note the design document section and sub-section and/or Contract clause/requirement to which the submission pertains.

For all shop drawings, the Submittal form shall indicate the design documents to which the submitted shop drawing(s) pertain(s) as well as the number and title of each shop drawing accompanying the submission. If the Submittal is not in accordance with design documents the Contractor shall so note this on the Submittal form with an explanation stating the reason or reasons. The Submittal form shall also indicate whether the Submittal is for the COR's approval, concurrence or information. USAID COR will review Submittals to determine conformance with the design documents. The USAID COR may request additional information or details or require changes in the Shop Drawings for conformance with the design documents. Any proposed deviations from the design documents dealing with structural issues shall be reviewed, approved and stamped by a United States licensed (or equivalent) civil or structural engineer before submittal to USAID for approval.

After review, the COR will return one set or copy of the submission and the Submittal form to the Contractor. The COR will annotate returned Submittal forms indicating acceptance or rejection of the Submittal or additional data or information required for review. If a Submittal is rejected, the COR will note on the returned Submittal form, or an attachment thereto, the reason(s) for rejection of the Submittal. If additional information is required for review, the COR will note on the returned Submittal form or an attachment thereto, what additional information is required. For Submittals provided for information, the COR will note receipt of the submission. Submittals that are rejected or require further information must be re-submitted to the COR. For resubmissions the Submittal form must be numbered with the same number as the original Submittal with a postscript A, for the first resubmission, B if a second resubmission is required, C for the third, etc. As an example, if a Submittal numbered 0006 was rejected or returned for additional information, the re-submission shall be numbered 0006A. If the resubmitted Submittal is rejected, the second resubmission shall be numbered 0006B and so forth.

Submittals must be made in complete packages and must include all necessary information to allow the

COR or CO to review the items depicted in the Submittal for conformance with the Contract Documents, and to effectively evaluate the proposed material and/or method of construction. Upon receipt of a Submittal package the COR will evaluate it for completeness and notify the Contractor of any deficiencies in the completeness. Review by the COR will not begin until the Submittal package is complete.

After review of shop drawing submittals, the USAID COR will return one set of shop drawings to the Contractor. Returned shop drawings will be stamped with the COR's review stamp to indicate the following:

Approved: The shop drawing has been reviewed and does not require re-Submittal;

Approved as Noted/with Conditions: The shop drawing has been reviewed and the Contractor shall incorporate the comments as noted on the shop drawing. The shop drawing does not require resubmission;

Reviewed and Resubmit: The shop drawing requires correction or redrawing and shall be re-submitted for review. If Shop Drawings are returned for correction or redrawing, corrections shall be made and the Contractor shall re-submit the shop drawings in the same manner as the first Submittal. Specific notation shall be made on the shop drawings to indicate the revisions made.

Submittal Review Time

The COR will return all Contractor Submittals with its comments, approval, rejection or recommendations no later than fifteen (15) days after receipt of a complete submission package.

Submittals by the Contractor must be made sufficiently in advance of the start of the affected work, to allow time for review by the COR and correction by the Contractor without delaying the work.

All time required for preparation of Submittals and review by the COR, shall be taken into consideration by the Contractor when preparing the schedule for the works.

Project Management (Also refer to Section F)

Project management activities the Contractor must perform include, but are not limited to:

- Develop and submit to the CO for approval a baseline schedule in accordance with Federal Acquisition Regulation (FAR) 52.236-15 and that utilizes the critical path method capturing all activities planned for the Contract implementation. The Contractor must prepare the schedule using Microsoft Project Professional. The Contractor must track progress and deviations against the baseline utilizing the scheduling software. The schedule must be updated at least weekly.
- Develop and submit to the CO a schedule of values to serve as a basis for progress payments.

The Contractor must participate in weekly Project status meetings (via phone) with USAID and quarterly meetings in Hanoi or on-site with USAID and GVN.

DAILY CONSTRUCTION AND OVERSIGHT ACTIVITIES

The Contractor must provide day-to-day management and oversight of its operations, to include but not be limited to:

- Participate in daily calls with the COR to review work status.
- Keep comprehensive records, in electronic format that will become the property of USAID upon completion of work or termination of Contract.
- Prepare daily construction progress reports and photos. Each photo must be identified as to location, activity/subject matter, date, and time.
- Advise the COR and CO of actual or potential problems (technical, legal, political, or otherwise) that may affect project implementation or increase risks to USAID.

SITE SURVEYS

The Contractor must provide certified survey work required in execution of the work. The Contractor must retain the services of a professional land surveyor licensed for Dong Nai, Vietnam to perform all surveying. The required Site Surveys include, but are not limited to:

- Certified topographic surveys to allow measurement of excavated volumes of contaminated soil and thickness of backfill layers.
- Certified topographic map surveys performed at the following stages of the removal of contaminated soils and sediments: (a) immediately following clearing and prior to starting excavation of contaminated soils and sediments, (b) immediately following excavation of 80% of the estimated volume, (c) immediately following completion of excavation of contaminated soils/sediments as determined by confirmation sampling and approved by USAID, and (d) immediately following completion of backfilling of excavations as part of site restoration.
- Certified “As-Built” Survey of the surface and subsurface structures (including topography) installed by the Contractor after completion.

The surveys must meet the following criteria:

- Reproducible plot of 1:500
- Produced at national map accuracy standards for 1:500 scale maps with contour intervals no greater than 1 ft to provide adequate detail to complete all designs to applicable standards and allow calculation of volumes to 1000 cubic meters.
- Must be tied to VN-2000 Coordinate System
- All certified drawings must be prepared using AutoCAD 2017 or later.

MONTHLY REPORTS

The Contractor must prepare concise monthly reports. The monthly report must include, but not be limited to:

- Explanation of work completed within the reporting period.
- Comparison of progress against the baseline schedule.
- Summary analysis of technical data collected.

QUARTERLY REPORTS

The Contractor must submit quarterly reports. The quarterly report submitted after September 30th must serve as an annual report summarizing the previous quarters of the year. The quarterly report must include, but not be limited to:

- Summary of progress on implementation tasks.
- Issues and constraints affecting or potentially affecting implementation.
- Summary of how issues and constraints of prior quarter were addressed in present quarter.
- Look ahead for work planned for the upcoming quarter.
- Gender related actions.

FINAL REPORT

The Contractor must provide a final report. This report must assess Contract implementation and provide details on, but not limited to the following elements:

- Description of tasks undertaken and completed;
- Details on any impediments faced in implementing the project;
- Lessons learned in implementing the project and best practices that emerged.

C.5.2 CLIN 2 – Excess Soil (Option for Increase Quantity)

Should the option be exercised, the Contractor must excavate excess soil from the DUs included in CLIN 1 and adhere to all other requirements in this contract. If confirmatory sampling documents that standards have not been achieved in the DUs included in CLIN 1, and the total volume of soil excavated, transported, segregated, and placed in the storage areas equals 38,517 cubic meters, USAID may require the Contractor to excavate, transport, segregate in accordance with CLIN 1 requirements, and place in storage, excess soil containing dioxin at concentrations exceeding standards. Each individual option is for 1000 m³ of soil. The excess quantity must be measured as bank volume, based on pre- and post-excavation topographic survey.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 BRANDING STRATEGY

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” which can be found 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. Per ADS 320.3.2.1, the Branding Strategy for this contract is as follows:

The activity name: “USAID First Interim Measures for Dioxin Remediation at Bien Hoa Airbase Area”

For the purpose of reporting and other document submissions, the activity name is “USAID First Interim Measures for Dioxin Remediation at Bien Hoa Airbase Area”. This name must not be used in any public communications such as press releases, presentations, speeches, social media, etc. In public communications, the contractor must use the project name, “Dioxin Remediation at Bien Hoa Airbase Area”.

Contractors must use the official Project name, “Dioxin Remediation at Bien Hoa Airbase Area,” when describing the overall USAID-GVN project in their reports and other written deliverables to USAID. In such reports and other written deliverables to USAID when referring to services and other deliverables provided by particular contractors, contractor must identify/attribute these inputs using the full contract name or footnoted acronym of that name, not the contractor/firm name.

For materials developed by contractors on behalf of USAID for public communication, i.e., general public, local stakeholder, international technical, and other external audience communication including printed products, signage, audio, visual, and electronic materials, Power Points etc., contractors must only mark them with the full Project name. Contractors must not reference contract names or firm names in such materials unless approved in advance in writing by the CO.

The desired level of visibility: USAID identity must be prominently displayed on commodities or equipment; in printed, audio, visual or electronic public communications; in studies, reports, publications, web sites, and all promotional and informational products; and events.

Other organizations to be acknowledged: Specific events that are supported by USAID together with other partners may require co-branding following the branding policy.

The Contractor must comply with the requirements of the 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 submitted on [date TBD] and incorporated into this Contract as Attachment [TBD].

D.2 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 emblem. 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.

[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)	
52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG 1996
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID in Vietnam, or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE**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)	
52.242-14	SUSPENSION OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 DELIVERABLES AND DELIVERABLES SCHEDULE

All reports must be in English language. Once accepted by the USAID the Contractor must provide translated versions in Vietnamese. The Contractor must promptly notify the COR of any problems, delays or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract. All activity outputs and deliverables will be submitted to the USAID in both unlocked PDF and in the original software program format in which they were developed, unless only hard copies are requested.

Note that schedule dates are inclusive of coordination with and review activities by GVN. USAID's fiscal quarters end on December 31st, March 31st, June 30th, and September 30th.

The Contractor shall deliver the following detailed deliverables to the COR, unless otherwise stated below:

#	Deliverable	Due Date	Due To/Approved by	Notes
1	Bond/Insurance	No later than (NLT) 5 days after contract award	CO	
2	Preliminary Baseline Schedule	NLT 5 days after NTP	CO & COR	Shall also include preliminary cash flow information
3	Final Baseline Schedule and Schedule of Values	NLT 10 days after receipt of comments on #2 from USAID	CO & COR	Shall also include final cash flow information
4	Final Submittal Register	NLT 30 days after NTP	CO & COR	See Section C.5.1.1.2
5	Draft Mobilization Plan	NLT 10 days after NTP	COR	See Section C.5.1.1.2
6	Final Mobilization Plan	NLT 10 days after receipt of comments on #5 from USAID	COR	See Section C.5.1.1.2
7	Draft SAP/QCPP	NLT 30 days after NTP	COR	See Section C.5.1.1.2
8	Final SAP/QCPP	NLT 15 days after receipt of comments on #7 from USAID	COR	See Section C.5.1.1.2
9	Draft HASP	NLT 30 days after NTP	CO & COR	See Section C.5.1.1.2
10	Final HASP	NLT 15 days after receipt of comments on #9 from USAID	CO & COR	See Section C.5.1.1.2
11	Draft SWPPP	NLT 30 days after NTP	COR	See Section C.5.1.1.2
12	Final SWPPP	NLT 15 days after receipt of comments on #11 from USAID	COR	See Section C.5.1.1.2
13	Draft EMMP	NLT 30 days after NTP	COR	See Section C.5.1.1.2
14	Final EMMP	NLT 15 days after receipt of comments on #13 from USAID	COR	See Section C.5.1.1.2
15	Draft WMP	NLT 30 days after NTP	COR	See Section C.5.1.1.2

#	Deliverable	Due Date	Due To/Approved by	Notes
16	Final WMP	NLT 15 days after receipt of comments on #15 from USAID	COR	See Section C.5.1.1.2
17	Draft CQC Plan	NLT 30 days after NTP	COR	See Section C.5.1.1.2
18	Final CQC Plan	NLT 15 days after receipt of comments on #17 from USAID	COR	See Section C.5.1.1.2
19	Draft Demobilization Plan	NLT 120 days before scheduled substantial completion inspection.	CO & COR	See Section C.5.1.1.2
20	Final Demobilization Plan	NLT 15 days after receipt of comments on #19 from USAID	CO & COR	See Section C.5.1.1.2
21	Daily Construction and CQC Reports	Daily reports to be submitted the morning following the day observations and records were recorded.	COR	See Section C.5.1.2.4
22	Site Surveys	NLT 3 days after completion of surveys	COR	See Section C.5.1.2.4
23	Monthly Reports	NLT 15 days following the close of the previous month. Response to USAID review within 2 days of receipt of comments.	COR	See Section C.5.1.2.4
24	Quarterly Reports	NLT 20 days following the close of the previous quarter. Response to USAID comments within 2 days of receipt.	COR	See Section C.5.1.2.4
25	Draft Final Report	NLT 45 days prior to completion date of the contract.	COR	See Section C.5.1.2.4
26	Final Report	NLT 15 days after receipt of comments on #25 from USAID	COR	See Section C.5.1.2.4

F.3 QUARTERLY NOTIFICATION OF CHANGES CERTIFICATION

No later than three (3) days after the end of the fiscal quarter, the Contractor must submit a certification to the Contracting Officer indicating that either there have or have not been changes to the contract during the preceding quarter. If there have been changes with notification given per FAR 52.242-7, then the Contractor must summarize the changes in the certification. If there have been changes, but no notification has been given per FAR 52.242-7, the Contractor must provide the required information per the clause and an explanation why notification was not provided.

F.4 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **5 days** after receipt of Notice to Proceed (NTP).
- (b) prosecute the work diligently, and, complete the entire work ready for use not later than **912 days** after receipt of NTP. The time stated for completion shall include final cleanup of the premises.

F.5 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is Vietnam.

F.6 KEY PERSONNEL REQUIREMENTS

The performance of this contract requires the following key personnel:

Project Manager - The Project Manager (PM) must have overall responsibility for the successful planning, execution, monitoring, control, and contract closure. The PM must be the Contractor's principal point of contact.

The personnel specified above are considered to be essential to the work being performed hereunder. All key personnel shall be employed by the prime contractor, not a sub-contractor. Prior to replacing any of the specified individuals, the contractor shall immediately notify both the CO and COR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the CO or his/her designee.

F.7 COORDINATION WITH A&E CONTRACTOR AND BIEN HOA AIRBASE

The USAID has an A&E Contractor to provide construction management and quality assurance services. The Contractor must attend at minimum weekly meetings organized by the A&E Contractor.

The A&E Contractor's authority does not include:

- Direct or suspend the performance of the Contractor's work, unless continued performance of work will endanger the health, welfare, or safety of the public or any Project worker.
- Approve deviations from any contract requirements.
- Approve changes in or deviations from the approved design documents, or performance by the Contractor of approved extra or changed work.
- Waive any contract requirements or provisions.
- Approve Change Orders (COs), Value Engineering Change Proposals (VECPs), or Contract amendments.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

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

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

Total Expenditures [Document Number: XXX-X-XX-XXXX-XX]			
Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$ XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

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

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

BY: _____

TITLE: _____

DATE: _____

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

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars

or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

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

G.2 SPECIAL REQUIREMENT TO TRACK FUNDING

Due to the nature of the requirement, USAID may require the Contractor to track funding and expenditures more granularly. The determination for this requirement will be made before the award with language inserted.

G.3 CONTRACTING OFFICER'S AUTHORITY

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

All questions concerning the administration of this award must be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

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

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) USAID/Vietnam shall provide technical oversight to the Contractor through the designated COR. The **designated COR** is **TBD**. A copy of the designation letter will be provided to the Contractor.
- (b) The designated COR is responsible for providing technical direction to the contractors, as well as fulfilling those duties and responsibilities as specified in the designation letter.

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

- (a) Technical Direction is defined to include:
 - (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (1) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (2) 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 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 Contracting Officer in writing of deficiencies observed during surveillance, and suggest appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The 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 COR may not take any action which may impact on the contract schedule, funds, scope or contractual requirements. All contractual agreements, commitments, or modifications shall be made only by the Contracting Officer.

- (c) In the absence of the designated COR, the Contracting Officer may designate someone to serve as COR in their place. However, such action to direct an individual to act in the COR's stead shall immediately be communicated to the Contractor.
- (d) 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 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.

Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within 3 days in accordance with FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.6 PAYING OFFICE

The paying office is:

Office of Financial Management (OFM)
USAID/RDMA, Bangkok
63 Wireless Road, Lumpini, Patumwan
Bangkok 10330 Thailand

Email: bkkaidpaymentaction@usaid.gov (preferred)

G.7 ACCOUNTING AND APPROPRIATION DATA

To be determined.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937. This includes the United States, the Recipient country, and developing countries. Excluded are advanced developing countries and countries that are considered prohibited sources.

H.2 ELECTRONIC PAYMENTS SYSTEM

- 1) Definitions:
 - a) "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
 - b) "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
- 2) The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
- 3) Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:
 - a) Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b) Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c) Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - d) The Contractor has received a specific written exception from the CO that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
- 4) More information about how to establish, implement, and manage electronic payment methods is available to contractors at <https://solutionscenter.nethope.org/programs/c2e-toolkit>.

H.3 SUBCONTRACTING

Contractor must not subcontract with the Government of Vietnam entities unless specifically approved in writing by the USAID Contracting Officer. If approved, USAID reserves the right to withdraw such approval if circumstances warrant.

H.4 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (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 ITAuthorization@usaid.gov.
 - (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.5 CLOUD COMPUTING (MAY 2018)

- (a) *Definitions.* As used in this special contract requirement-

"Cloud computing" means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

"Federal information" means information created, collected, processed, disseminated, or disposed of by or for the Federal Government, in any medium or form. (OMB A-130)

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

"Information Security Incident" means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

"Privacy Incident means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e. authorized) for the applicable security level of the data or information. “Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network. (NIST SP 800- 115)

“Third Party Assessment Organizations” means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

(b) Applicability

This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of, Federal information.

- (1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder.
 - i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Federal information shall only be for purposes specified in this contract.
 - ii. The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.
 - iii. These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.
- (2) The Contractor shall use related Federal information only to manage the operational environment that supports the Federal information and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records Management and Access to Information

- (1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the provisions of this contract and National Archives and Records Administration (NARA) retention policies.

- (2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Federal information, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.
 - (3) The Contractor shall retain and maintain all Federal information in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.
 - (4) The Contractor shall dispose of Federal information in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.
- (e) Notification of third party access to Federal information : The Contractor shall notify the Government immediately of any requests from a third party for access to Federal information or, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Federal information to a third party. The Contractor shall cooperate with the Government to take all measures to protect Federal information from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.
- (f) Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor shall immediately (within 30 minutes) notify CIO-HELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or information security incident in compliance with agency-specific instructions. The Contractor will also notify the Contracting Officer or Contracting Officer's Representative and the Contractor Facilities Security Officer. The Contractor will abide by USAID instructions on correcting such a spill or information security incident. For all spills and information security incidents involving unclassified and/or SBU information, the protocols outlined above in section (g) and (h) below shall apply.
- (g) Information Security Incidents
 - (1) Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the information security incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.
 - i. Contractor employees must report via e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIO- HELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.
- (h) Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.
 - i. The Contractor must provide any supplementary information or reports related to a previously reported information security incident directly to CIO-HELPDESK@usaid.gov, upon request.
- (i) Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".
- (j) Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information, and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report by e-mail all Privacy Incidents to the USAID Service Desk immediately (within 30 minutes), after becoming aware of the Incident, at: CIO-HELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

- (k) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Federal information. The CSP shall only use the Federal information for purposes explicitly stated in the contract. Further, the cloud service provider shall export Federal information in a machine-readable and non-proprietary format that USAID requests at the time of production, unless the parties agree otherwise.
- (l) Security Requirements:
- (m) The Contractor shall adopt and maintain administrative, technical, operational, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53 (Security and Privacy Controls for Federal Information Systems) and Organizations, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).
- (1) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system's complexity and security categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <https://www.FedRAMP.gov>.
 - (2) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any other, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.
 - (3) The Government reserves the right to perform penetration testing or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Federal information for vulnerabilities.
 - (4) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document.
- (n) Depending on the severity of the gaps, the Government may require them to be remediated before any restricted authorization is issued.
- (1) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) calendar days and all moderate risk vulnerabilities must be mitigated within sixty (60) calendar days from the date
- (o) USAID may revoke an ATO for any system if it is determined that the system does not comply with USAID standards or presents an unacceptable risk to the Agency. The Government will determine the risk rating of vulnerabilities.
- (1) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

- (p) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.
- (q) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.
- (r) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.
- (s) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.
- (t) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.
- (u) Forensics, Freedom of Information Act (FOIA), Electronic Discovery, or additional Information Requests: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non- criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.
 - (1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.
 - (2) The Contractor must not install forensic software or tools without the permission of USAID.
 - (3) The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and preserve data required for these activities in accordance with the terms and conditions of the contract.
 - (4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.
- (v) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

H.6 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

- (a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The Contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.
- (b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor must, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

H.7 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (APRIL 2018)

- (a) *Definitions*

"Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents. (Appendix A to Part 1194 – Section 508 of the Rehabilitation Act)

(b) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to information and communication technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The contractor must comply with any future updates of standards by the Access Board.

36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(b) Except as indicated elsewhere in the contract, all ICT procured through this contract must meet the applicable accessibility standards at 36 CFR 1194 as follows:

- 1194.21 Software applications and operating systems
- 1194.22 Web-based intranet and Internet information and applications
- 1194.23 Telecommunications products
- 1194.24 Video and multimedia products
- 1194.25 Self-contained, closed products
- 1194.26 Desktop and portable computers
- 1194.31 Functional performance criteria
- 1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(e) The Contractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to USAID.

H.8 LOGISTIC SUPPORT

The Contractor will be responsible for all administrative and logistic support required to fulfill the requirements of this contract in the U.S. and overseas.

H.9 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)

- (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.10 USAID-FINANCED THIRD-PARTY WEB SITES (NOVEMBER 2017)**(a) Definitions:****“Third-party web sites”**

Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The Contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

- (1) Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the contract (including a copy of the Contractor's privacy policy) to the Contracting Officer's Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.
- (2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.
- (3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.
- (4) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
- (5) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
- (6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
- (7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure- coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.
- (8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to <http://www.usaid.gov>.

H.11 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. The Contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this contract.

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

Based on an EA, USAID has assisted the Government of Vietnam with the development of their Environmental Impact Assessment (EIA) for the Project. The EIA was approved on March 25, 2019. The Government of Vietnam's EIA is consistent with the approved Regulation 216 environmental documentation. In case of conflict between host country and USAID regulations, the latter shall govern.

An Initial Environmental Examination (IEE) No. (TBD) has been approved for the Project and for activities to be undertaken herein. The IEE contains a Positive Determination for the following proposed activities: USAID First Interim Measures for Dioxin Remediation at Bien Hoa Airbase Area. This indicates that these activities have the potential for significant adverse effects on the environment. Accordingly, the contractor is required to comply with the terms of an Environmental Assessment (EA) addressing the environmental concerns raised by these activities. No activity identified under this Positive Determination can proceed until Scoping as described in §216.3(a)(4) and an EA as described in §216.6 are completed and approved by USAID (Note that the completed Scoping Statement is normally submitted by the MEO to the BEO when the project originates in a Mission. The Statement may be circulated outside the Agency by the BEO with a request for written comments within 30 days and approved by the BEO subsequently. Approval of the Scoping Statement must be provided by the BEO before the EA can be initiated.)

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

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

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 shall:

- a) 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 shall 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 shall include monitoring the implementation of the conditions and their effectiveness.
- b) Integrate a completed EMMP or M&M Plan into the initial work plan.
- c) 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.12 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 CO or the COR, the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions. The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.
- (3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (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.

The Contractor must not submit classified data to the DDL.

H.13 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is Allied World Assurance Company. To obtain DBA insurance, contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

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

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

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

The Contractor is required to procure DBA insurance through the USAID's approved insurance carrier.

H.14 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

- (a) The objectives of the USAID Disability Policy are: (1) to enhance the attainment of U.S. foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, HCG, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.
- (b) USAID, therefore, requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

H.15 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

H.16 EXECUTIVE ORDER ON TERRORISM FINANCING (FEBRUARY 2002)

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

FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in **Section I** of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract.

H.17 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 and ADS Chapter 253 – Training for Development, as well as in USAID/Vietnam-specific guidance. The Contractor will enter applicable information into USAID's web-based training information system, TrainNet, for any exchange visitors, participant training, third-country training, or in-country training that is funded through this award. Information on ADS 252 and 253 requirements is available in <http://www.usaid.gov/policy/ads/>.

H.18 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference

sponsored by a public international organization, except as provided in ADS Mandatory Reference “Guidance on Funding Foreign Government Delegations to International Conferences” or as approved by the CO.

H.19 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (JULY 2007)

- (a) One of the objectives of the USAID Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following Web site: http://www.usaid.gov/about_usaid/disability/.
- (b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.
- (c) The contractor must comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.
- (d) New Construction. All new construction must comply with the above standards for accessibility.
- (e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure must comply with the above standards for accessibility unless the contractor obtains the contracting officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.
- (f) Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) of this section:
 - 1. Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and
 - 2. Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as “most vulnerable.”

[END OF SECTION H]

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See 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)		
52.202-1	DEFINITIONS	JUL 2004
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-10	REPORTING EXECUTIVE COMPENSTION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARFRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COSTS OF MONEY	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 2010
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014

52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-6	TAXES—FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.232-5	PAYMENTS UNDER FIXED PRICED CONSTRUCTION CONTRACTS	MAY 2014
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER	OCT 2003
	--CENTRAL CONTRACTOR REGISTRATION	
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING WORK	APR 1984
52.236-4	PHYSICAL DATA.	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-16	QUANTITY SURVEYS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR 1984
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS	JUN 2003
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	JUN 2007
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	OCT 2010
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 2018
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	APR 1984
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.248-3	VALUE ENGINEERING – CONSTRUCTION	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

I.2 AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (MAR 2015)

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

752.202-1	DEFINITIONS	
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012
752.227-14	RIGHTS IN DATA—GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DBA)	DEC 1991
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JULY 1997
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES.	MAR 2015
752.236-70	STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS	JULY 2007
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.242-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7009	MARKING	JAN 1993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

I.3 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Regional Contracting Officer, USAID RDMA, Bangkok, and shall not be binding until so approved.

I.4 FAR 52.209–9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at [http:// www.ccr.gov](http://www.ccr.gov).

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111–212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.5 FAR 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor no later than 90 days before contract completion. Delivery of added items shall be at the price in Section B.

I.6 FAR 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984) ALTERNATE I (APR 1984)

(a) Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

Alternate I (Dec 2007). As prescribed in 27.201-2(d)(2), designate the first paragraph of the basic clause as paragraph (a) and add the following paragraph (b) to the basic clause:

(b) This patent indemnification shall not apply to the following items:

[Contracting Officer specifically identify the item to be excluded.]

I.7 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages (n/a), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated _____ upon which this contract is based.

I.8 PERFORMANCE AND PAYMENT BONDS -- CONSTRUCTION (OCT 2010)

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 50 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 50 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 50 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c))*. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

I.9 FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.10 52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) *Definitions*. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within three (3) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance*. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

- (d) *Government response.* The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs(d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) *Equitable adjustments.*
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
 - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I.11 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I.12 AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

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

I.13 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

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

I.14 752.7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES (OCT 2016)

- (a) USAID policy requires that the contractor not discriminate against any end-user of the contract supplies or services (i.e., the beneficiaries of the supplies or services) in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the supplies or services (benefits) provided through this contract on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this clause is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
- (b) The Contractor must insert this clause, including this paragraph, in all subcontracts under this contract.

I.15 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)

(a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

I.16 AIDAR 752.245-70 GOVERNMENT PROPERTY—USAID REPORTING REQUIREMENTS (JUL 1997)

The term *Government-furnished property* wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term *Government property*, wherever it may appear in the following clause, shall mean Government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the (48 CFR) FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

Annual Report of Government Property in Contractor's Custody

[Name of contractor as of (end of contract year), 20XX]

	Motor vehicles	Furniture and furnishings—		Other nonexpendable property
		Office	Living quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Purchased by contractor ¹				
b. Transferred from USAID ²				
c. Transferred from others, without reimbursement ³				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID—contractor purchased				
c. Transferred to other Government agencies ³				
d. Other disposals ³				
C. Value of property as of reporting date				
D. Estimated average age of contractor held property				
	Years	Years	Years	Years

¹Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

²Government furnished property listed in this Contract as nonexpendable.

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

Property Inventory Verifications

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

Authorized Signature

I.17 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

- (a) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (b) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
- (c) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (e) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

I.18 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of report. The report must contain:
 - 1) Contractor name.
 - 2) Contact name with phone, fax number and email address.
 - 3) Contract number(s).
 - 4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - 5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
 - 6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
 - 7) Report is required even if the contractor did not pay any taxes during the reporting period.
 - 8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in this clause—
 - 1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - 2) Commodity means any material, article, supply, goods, or equipment.
 - 3) Foreign government includes any foreign governmental entity.
 - 4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: hanoi.usaidfa@usaid.gov.
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

I.19 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)**(a) Contract Reports and Information/Intellectual Products.**

(1) Within thirty (30) calendar days of obtaining the COR's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures or bulletins.
- (ii) The Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the Contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The Contractor must review the DEC Website for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at <https://dec.usaid.gov>.

(1) Standards.

- (i) Materials must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
- (ii) All submission must conform to current USAID branding requirements.
- (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
- (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submission must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.
- (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

I.20 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

- (a) Definitions. Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.
- (b) The contractor must obtain approval from the contracting officer or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, as prescribed in 731.205-43, prior to committing costs related to conferences funded in whole or in part with USAID funds when:
 - (1) Twenty (20) or more USAID employees are expected to attend.
 - (2) The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.
- (c) Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID contracting officer representative (COR). The contracting officer representative will obtain the required agency approvals and communicate such approvals to the contractor in writing.
- (d) The request for conference approval must include:
 - (1) A brief summary of the proposed event;
 - (2) A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
 - (3) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
 - (4) A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
 - (5) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
 - (6) If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
 - (7) A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

I.21 AIDAR 752.7037 CHILD SAFEGUARDING STANDARDS (AUG 2016)

- (a) Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The contractor agrees to abide by the following child safeguarding core principles:
 - (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

- (b) The contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.
- (c) (The following definitions apply for purposes of this clause:
 - (1) Child. A child or children are defined as persons who have not attained 18 years of age.
 - (2) Child abuse, exploitation, or neglect. Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: Any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
 - (3) Emotional abuse or ill treatment. Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: Humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
 - (4) Exploitation. Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 - (5) Neglect. Constitutes failure to provide for a child's basic needs within USAID funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
 - (6) Physical abuse. Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: Punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
 - (7) Sexual abuse. Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
- (d) The contractor must insert this clause in all subcontracts under this award.

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT J.1 – APPROVED EIA SUMMARY (REVISED)

ATTACHMENT J.2 – SITE MAP

ATTACHMENT J.3 – DETAILED SITE MAP

ATTACHMENT J.4 – PI DU VERTICES

ATTACHMENT J.5 – VETIVER SITE COORDIATES

ATTACHMENT J.6 – ADAFC DESIGN DRAWINGS OF STSA

ATTACHMENT J.7 – PAST PERFORMANCE INFORMATION SHEET

ATTACHMENT J.8 – SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

at https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2-V1.2.pdf

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING	SEP 2007
52.204-19	PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	DEC 2014
52.209-2	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND	
	CERTIFICATIONS	
52.222-38	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC	NOV 2015
	CORPORATIONS—REPRESENTATION	
52.225-25	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING	FEB 2016
	REQUIREMENTS	
52.236-27	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING	DEC 2012
	IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO	
	IRAN-REPRESENTATION AND CERTIFICATIONS	
52.236-28	SITE VISIT (CONSTRUCTION) (ALTERNATE I)	FEB 1995
	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT 1997

K.2 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)

(a) Definition. As used in this provision-

"Internal confidentiality agreement or statement, subcontract, and subcontractor", are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
- (2) The small business size standard is _____ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
 - (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
 - (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (vii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (viii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (ix) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (x) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xi) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (xii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
 - (xiii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
 - (xiv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
 - (xv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

- (xvi) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
 - (xvii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
 - (xviii) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at [52.204-7](#).
 - (xix) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
 - (xx) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
 - (xxi) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
 - (xxii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
 - (xxiii) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran–Representation and Certifications. This provision applies to all solicitations.
 - (xxiv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
- ___ (i) [52.204-17](#), Ownership or Control of Offeror.
 - ___ (ii) [52.204-20](#), Predecessor of Offeror.
 - ___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
 - ___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
 - ___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
 - ___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
 - ___ (vii) [52.227-6](#), Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
 - ___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

- (a) Definitions. As used in this provision—
- “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings).

This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
 - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.5 FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

- (1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- (3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

K.6 FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

___ (1) The Offeror certifies that—

- (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to

Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; or

___ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this sub-section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

- (i) Waived application under U.S.C. 2593e(d) or (e); or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

K.7 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

- (a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes

☐ No

K.8 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked “Yes” above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.9 INSURANCE—IMMUNITY FROM TORT LIABILITY

The Offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.10 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

[list names, titles, and telephone numbers of the authorized negotiators].

K.11 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

(END OF CERTIFICATE)
[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 entitled " SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)" in Section L of this solicitation. See FAR 52.252-1 for an Internet address (if specified) for electronic access to the full text of a provision. Also, the full text of a contract clause may be accessed electronically at: <http://www.arnet.gov/far/> or <http://www.usaid.gov/>.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2017
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACTOR EFFORT	OCT 2009
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single firm-fixed-price contract (FFP) with an option CLIN for additional quantity.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

- a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Michael F. Capobianco
 Director, Office of Acquisition and Assistance
 USAID/Vietnam
 15/F Tung Shing Building, #2 Ngo Quyen
 Hanoi, Vietnam
mcapobianco@usaid.gov

A copy of the protest shall also be sent to William Buckhold, Asst. General Counsel via fax 202-216-3058.

- b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 GENERAL INSTRUCTIONS TO OFFERORS

The U.S. Government anticipates awarding one FFP contract. USAID reserves the right to award more than the anticipated number of contracts stated above.

RFP Instructions. Proposals must be submitted in accordance with the RFP instructions and requirements. If an offeror does not follow the instructions or requirements set forth herein, the offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an Offeror does not understand the instructions in this solicitation, then the Offeror must write to the Contracting Officer and seek clarification before the closing date and time for questions in the cover letter. All questions will be answered in writing and these answers will become an amendment to the RFP and posted on the Government Point of Entry. Offerors must direct all questions to the Contracting Officer and the Acquisition and Assistance Specialist named below. Offerors must not direct questions to any other USAID personnel. All questions must be in writing. Answers to questions that are not presented as an amendment to this RFP are considered informal and shall not bind the Government. Questions in response to this solicitation must be submitted in writing only to **Contracting Officer, Mr. Michael Capobianco** at mcapobianco@usaid.gov and **Procurement Specialist, Ms. Karittha Jenchiewchan** at kjenchiewchan@usaid.gov by the date and time set forth in the cover letter of this RFP.

Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to:

- 1) Interviews with individuals to establish their ability to perform contract duties under the project conditions and schedule;
- 2) A review of the prime contractor's financial condition, business and personnel procedures, etc.;
- 3) Visits to the candidate contractor's institution; and,
- 4) Visits to the candidate contractor's ongoing job sites.

However, USAID is under no obligation to perform any of the forgoing activities. Accordingly, Offerors should submit their best proposal initially.

Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract.

For phase two proposals, offerors are required to indicate the duration of the validity of their offer. USAID recommends to include at least 180 days of validity from the date the offer is submitted to allow sufficient to evaluate proposals and complete negotiations.

Offerors must retain for their records one copy of the proposal and all enclosures that accompany their proposal. Erasures or other changes must be initialed by the person signing the proposal. To facilitate the competitive review of the proposals, USAID will consider only proposals conforming to the format prescribed below.

Government Obligation: The issuance of this solicitation does not in any way obligate the US Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

For phase two submissions, if two or more parties have formed a partnership or joint venture (see FAR 9.6) for purposes of submitting a proposal under this RFP as a single entity, such proposal will be considered, provided; the corporate charter, by laws and/or joint venture or partnership agreement are submitted with the proposal; and provided that the contractor team arrangements are identified, company relationships are fully disclosed, the respective responsibilities, including identification of the firm which will have responsibility for negotiation of the contract, method of work, expense and overhead allocation and profit or fee are expressly stipulated, and provided further, that the principals to the joint venture agreement agree to be jointly and severally liable for the acts or omission of the other. Moreover, a written memorandum shall be submitted explaining why the joint venture makes sense in the performance of this contract, in terms of skills each joint venture brings to the activity and the cost involved, including fee and overhead. Documentation required by this subsection shall be included in an Offeror's price proposal.

This RFP is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.406. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process

Offerors must submit their Phase-one proposals via email to **Michael Capobianco** at mcapobianco@usaid.gov and **Karittha Jenchiewchan** at kjenchiewchan@usaid.gov by the stated closing date and time specified in the Cover Letter. Receipt time is when the proposal is received by the USAID Internet server. If a proposal is received on

time by at least one of the email addresses above, it will be considered timely. A proposal must be received by the Government by the due date for it to be considered.

The proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. Total email size cannot exceed 20 MB. Multiple emails may be sent to accommodate the proposal size and content. All attachments must be in MS Word, Adobe PDF, or MS Excel readable format. OFFERORS MUST NOT SUBMIT ZIPPED FILES.

While PDF files are acceptable, Microsoft Word and Excel are the preferred formats. Please note, however, that any budgets submitted in PDF format must also be included in MS Excel format with formulas shown. All electronic files must be "unlocked".

If an Offeror sends an application by multiple emails, indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). USAID's preference is that each technical and/or each cost proposal be submitted as a single email attachment, e.g. that you consolidate the various parts of a technical proposal into a single document before sending it.

For Section K, Offerors must comply with FAR Clause 52.204-7, System for Award Management and complete the annual representations and certifications electronically via the Online Representations and Certifications and other Statements of Offerors website at via the System for Award Management, www.sam.gov. USAID is utilizing the two-phase design-build procedures in accordance with FAR 36.3. Offerors must follow the requirements for submission for each phase. More detailed instructions for submission will be provided for offerors who proceed to phase two.

L.5 INSTRUCTIONS FOR THE PREPARATION OF PHASE ONE PROPOSAL

Phase one proposals must be submitted in two parts, Technical Proposal and Past Performance Proposal. Each must be separate and distinct, without making reference to the other part. The proposal must be signed by an individual authorized to negotiate for and bind the entire organization.

Technical Proposal

The technical proposal is limited to ten (10) pages. Everything is included in the page limitation. Any pages beyond these will NOT be given to the evaluators and will not be evaluated. Technical proposals must be written in English on A4-size, paper and typed using Times New Roman 12-point font size with each page numbered consecutively, and submitted in Microsoft Word or PDF. Proposals must be legible. Double-sided pages count as 2 pages.

The technical proposal must be organized according to and address the phase one evaluation factors in Sections M, meaning it will have two main sections. The outline for the technical proposal is specified below.

Required order:

1. **Cover Letter**
2. **Table of Contents**
3. **Technical Approach:**

The Technical Approach section must outline how the offeror will implement the activities and meet the requirements of the contract. The Technical Approach must describe the critical activities proposed for both the design and construction phases including the proposed approach to overcome identified challenges and accomplish the objectives. The Technical Approach must also describe the strategy planned for implementing these activities, including key technical aspects.

4. **Technical Qualifications:**

The Technical Qualifications section must demonstrate the offeror's experience and technical competence in earthwork, management of toxic materials, and working in challenging regulatory environments.

Past Performance Proposal

Offerors must prepare and submit a past performance proposal as part of phase one proposal submission. The proposal must include a cover letter signed by an individual authorized to negotiate for and bind the entire organization. For the rest of the past performance proposal, offerors must provide the filled in Past Performance Information Sheet and must follow the instructions below.

For contracts **not** in the Contractor Performance Assessment Reporting System (CPARS), offerors (including all partners of a joint venture) must use the "Past Performance Information Sheet" (included as Attachment J.7) to list past performance information for all contracts meeting all three of the below criteria:

- cost between \$10,000,000 and \$20,000,000;
- period of performance falling within the last five years; and
- involving earthwork and handling of toxic materials.

For contracts **not** in CPARS, the offeror must also use the sheet to list past performance for major subcontractors (those performing at least 20% of the work as measured by price) for all contracts meeting all three of the below criteria:

- cost between \$2,000,000 and \$10,000,000;
- period of performance falling within the last five years; and
- involving earthwork, civil work, or handling of toxic materials.

All applicable fields in Attachment ~~3~~-J.7 must be completed. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)) in the Past Performance Information Sheet. Offerors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work in the sheet as well. USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it. **Offerors must not submit past performance information for contracts in CPARS.**

No other information is required and any additional information submitted that is not required will not be reviewed.

L.6 INSTRUCTIONS FOR THE PREPARATION OF PHASE TWO PROPOSAL

Those offerors invited to submit phase two proposals will receive detailed submission instructions. The phase two evaluation factors are listed in Section M. For the design concept, offerors should expect to prepare and submit an approximately 10% design. Phase two proposals will be submitted in two parts, Technical Proposal and Business Proposal.

[END OF SECTION L]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- a) The Government intends to evaluate Offeror's proposals in accordance with FAR Part 36.301 -- Use of Two-Phase Design-Build Selection Procedures following instructions in Section L and evaluation criteria in Section M of this RFP. Only up to three most highly-ranked Offerors will be invited to submit phase two proposals.
- b) Price is only evaluated and, if appropriate, negotiated after selection of up to three highly ranked/qualified firms. Award will be made to the responsible Offeror whose proposal offers the best value, considering both price and non-price factors, to the Government.
- c) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, the Offeror's initial phase two proposal, if they're invited to phase two, should contain the Offeror's best terms from a price and technical standpoint.
- d) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Government, although only as non-voting members.
- e) Price has not been assigned a weight. All phase two evaluation factors other than price, when combined, are more important than price.

M.2 PHASE ONE EVALUATION CRITERIA

The three phase one evaluation factors are equally weighted.

- **Technical approach**

The quality and realism of the approach and how likely the approach will lead to achieving the requirements of the contract.

- **Technical qualifications**

The quality, amount, and relevance of the technical qualifications.

- **Past Performance**

Past performance will be evaluated in accordance with FAR 15.305(a)(2).

The contractor performance information (including major subcontractors) determined to be relevant will be evaluated in accordance with the elements below:

- Quality of product or service, including consistency in meeting goals and targets.
- Cost control, including forecasting costs as well as accuracy in financial reporting.
- Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
- Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the Offeror's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
- Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
- For prime Offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

An Offeror's performance will not be evaluated favorably or unfavorably when:

- (1) The Offeror lacks relevant performance history,
- (2) Information on performance is not available, or
- (3) The Offeror is a member of a class of Offerors where there is provision not to rate the class against an element.

Past performance will be scored by assigning one of the following confidence ratings:

- Substantial Confidence - Based on the offeror's recent/relevant past performance record, the Government has a high expectation that the offeror will successfully perform the contract requirements.
- Satisfactory Confidence - Based on the offeror's recent/relevant past performance record, the Government has a reasonable expectation that the offeror will successfully perform the contract requirements.
- Limited Confidence - Based on the offeror's recent/relevant past performance record, the Government has a low expectation that the offeror will successfully perform the contract requirements.
- No Confidence - Based on the offeror's recent/relevant past performance record, the Government has no expectation that the offeror will successfully perform the contract requirements.

A "Neutral" score will be given to Offerors who have no record of relevant past performance, or who have a record of relevant past performance that is not extensive. An Offeror's performance will not be evaluated favorably or unfavorably (Neutral rating) when:

- The Offeror lacks relevant performance history,
- Information on performance is not available, or
- The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub factor.

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. An exception to this "neutral" rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns.

M.3 PHRASE TWO TECHNICAL EVALUATION CRITERIA

Phase two, the technical proposal will be evaluated against the below four, equally weighted, criteria.

- **Design Concept**

The quality and appropriateness of the proposed design concept.

- **Construction Phase Technical Approach**

The quality and appropriateness of the proposed construction phase technical approach.

- **Management and Staffing Plan**

The quality of the management and staffing plan and the extent to which the plan properly delineates the processes, approaches, and staff necessary to accomplish the requirements of the contract. This also includes the quality and appropriateness of the proposed key personnel.

M.4 PHASE TWO EVALUATION OF PAST PERFORMANCE

The results of the past performance evaluation from phase one will be used for phase two.

M.5 PHASE TWO EVALUATION OF PRICE

Each offeror's price will be evaluated, but will not be assigned a rating. The Government will evaluate price in accordance with FAR 15.404. Evaluation will include a price analysis to establish reasonableness of the Offeror's

price. A price evaluation will not be performed where the Offeror's technical proposal is not deemed technically acceptable.

M.6 DETERMINATION OF COMPETITIVE RANGE

A competitive range may be established from Offerors in Phase Two, though the Government intends to award without discussions. The competitive range of Offerors with whom discussions may be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306 (c). Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.7 SOURCE SELECTION

In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors as set forth in this solicitation. This procurement utilizes a down-select process. The Government will first determine the acceptability of the technical proposal in Stage 1. In Stage 2, the Government will utilize the tradeoff process set forth in FAR 15.101-1. The contracting officer shall award the contract to the Offeror in Stage 2 whose proposal represents the best value to the U.S. Government. The contracting officer may award to a higher priced Offeror in Stage 2 if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price, and therefore represents the best value to the Government.

[END OF SECTION M]
[END OF RFP #72044019R00004]