

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

To: Offerors

From: Tetra Tech, Inc.

Issuance Date: December 11, 2024

Site Visit Date: December 20, 2024

Closing Date: **December 31, 2024 (5:00 PM Bien Hoa, Vietnam Local Time)**

Subject: ***Request for Quotations – RFQ-011 A&E II-2024-009 Environmental Drilling and Sampling including Off-Base Areas***

Dear Offerors:

Tetra Tech is implementing the U.S. Agency for International Development (USAID) funded Architect–Engineer Services II for Dioxin Remediation at Bien Hoa Air Base Area (A&E II) Project.

We are seeking quotations from experienced and qualified companies to perform environmental drilling and soil sampling services. These services will support project characterization efforts to determine the depth and extent of dioxin contamination in soil and sediment inside and outside the Air Base property. The characterization work includes, but is not limited to, identifying drilling locations, setting up drilling equipment, performing drilling activities, and collecting soil samples at various depths.

Enclosed is a Request for Quotations (RFQ) to perform environmental drilling services for the purpose of collecting soil samples both on-base and off-base. The environmental drilling activities will take place on an environmental remediation project site and within areas with dioxin-contaminated soil and sediment. The soil samples to be collected are considered hazardous material due to potential dioxin contamination. Due to the environmental, health, and safety risks, the work must follow stringent regulations and project requirements. This is the second RFQ for environmental drilling services and includes the remaining work to be done, including off-base work.

Tetra Tech invites firms to submit their Best and Final Offer (BAFO) for the environmental drilling services . All quotes should be valid for a minimum of 90 days.

Submission of Questions: Questions may be submitted no later than **December 24, 2024 (5:00 PM Bien Hoa, Vietnam Local Time)**. Offerors are invited to submit questions via e-mail to: aeii.procureops@tetrattech.com with a cc to nanette.nelson@tetrattech.com.

Insert in subject line: **RFQ-011 A&E II-2024-0009 Environmental Drilling and Sampling for Off-Base Areas**

Pre-bid meeting and site visit: Tetra Tech will arrange a site visit during the pre-bid meeting on **02.00 PM, December 20, 2024**. Offerors are encouraged to attend the site visit.

Offeror must contact: Tuong Ngo (tuong.ngo@tetrattech.com) and provide copy of citizen identification (Can Cuoc Cong Dan) and contact information of up to two (2) personnel who plan to attend the site visit; information of visitor(s) **MUST** be provided 48 hours before the time of visit. Site visit attendees are limited to Vietnamese nationals due to longer approval process for non-Vietnamese nationals. **Only pre-approved personnel will be allowed on the project's base.**

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

Attachment A: Bid Price Quotation (Excel)

Attachment B: Relevant Reference to Site Wide HASP

Attachment C: Equipment Decontamination Standard Operating Procedure (SOP)

Attachment D: Representations and Certifications Form

Attachment E: Site Wide HASP_Rev 05

Attachment F: Draft Contract – Example

Attachment G: A3_Prime TO Flow-Downs Redacted

Attachment H: A4_Prime IDIQ Flow-Downs_Rev0_2023-07-10

See Section A for bid submission instructions and requirements.

We look forward to receiving your bid on this important activity that will provide critical support for the Dioxin Remediation at Bien Hoa Air Base Area Project.

Sincerely



Matthew Harder
Tetra Tech Chief of Party

SECTION A – SUBMISSION INSTRUCTIONS AND REQUIREMENTS

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

Submission Instructions: Responses are due no later than **December 31, 2024** (5:00 PM Vietnam Time). ***All responses must be in English.*** Late submissions may be disqualified from selection.

Complete submissions must be delivered by e-mail to: aeii.procureops@tetrattech.com with a cc to nanette.nelson@tetrattech.com.

Insert in subject line: **RFQ-011 A&E II-2024-009 Environmental Drilling and Sampling for Off-Base Areas**

Submissions requirements: Offerors are required to submit the following:

○ **Part A – Price Quotation**

The populated Excel files and a signed and stamped PDF copies of “***Attachment A: Bid Price Quotation.***”

Prices shall be quoted in **Vietnamese Dong (VND)** only. Each line item in the BOQ shall be all inclusive to complete the working include labor, equipment, logistics, and management. The Offeror is responsible to check Price Table and formulas to ensure each line is calculated correctly and the total is adding correctly.

The Bid Price Quotation includes two Optional awards. Additional information is included under Section E.5B.

○ **Part B – Work Plan:** Develop and submit a detailed Work Plan that will be used to evaluate the bid. The Work Plan shall include the following at a minimum:

- Method statement describing how the work will be performed including a list of proposed equipment. The Offeror must demonstrate a clear and well thought out approach to complete the work.
- Specify health and safety protocol that will be put in place for the work. The Offeror must demonstrate clear understanding of the required health and safety requirements.
- Schedule to complete the work within the specified period of performance. The Offeror must clearly demonstrate when the work will be done and explain sequencing of work.
- Staffing plan. The Offeror must clearly show the plan for supervision, staffing the work, and overall organization chart.

○ **Part C – Qualification Statement:** The qualification statement must provide evidence of past performance and successful completion of similar work and necessary business license and registration.

- At least three relevant prior projects, with the client’s name if not confidential, started within the past 5 years. Relevant prior projects refer to project scope that include geotechnical work, drilling, soil sample collection, etc.
- Prior experience working in contaminated soil and/or hazardous conditions, including use of Level C PPE is preferred but not required.
- Copy of Valid Business License/Registration

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

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

- **Part E - Other**

Any other attachments the Offeror considers necessary.

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

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

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

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

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

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

SECTION B - TYPE OF AWARD

The award will be a fixed-unit-rate Subcontract. The Subcontractor will only be paid for the quantities and work completed. The value of the work completed will be based on the fixed unit rates for each pay item in the Bill of Quantities (BOQ). The offeror must establish fixed unit rates in its offer that include wages, equipment, overhead, general and administrative expenses, insurance, and profit for each line item to be performed by Subcontractor.

The ceiling price of the subcontract **shall not** be adjusted without a change order.

SECTION C - EVALUATION CRITERIA

Quotations will be evaluated for:

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

Technical Review: Offers will first be evaluated on a technically acceptable basis to determine whether the offer meets the technical requirements, the Offeror understands the scope and requirements of the work, and the Offeror has the necessary experience and license to perform the work. The evaluators will review Part B - Work Plan and Part C - Qualification statement along with other information provided by the Offeror to demonstrate technical qualification.

Cost Review: Technically acceptable bids will be reviewed for cost reasonableness and lowest price.

SECTION D - PERIOD OF PERFORMANCE

The period of performance is estimated to be eleven (11) months starting on/around January 15, 2025, to on/around December 15, 2025.

The approved working hours are from 8:00 am to 5:00 pm, Monday to Friday. The Subcontractor will not be permitted to perform work without the knowledge and supervision of Tetra Tech.

Site access will be coordinated through Tetra Tech and Air Defense – Air Force Command (ADAFC). The Subcontractor will be required to provide necessary information that is certified and ready for submission. **Offerors shall include one (1) month for base access process before being able to access the site.**

SECTION E – SCOPE OF WORK

E.1 General Statement of Work

The Subcontractor must study the site conditions and accessibility to the sampling locations prior to submitting a bid for the work. The Subcontractor is responsible for establishing a route to access the drilling locations and establishing an area conducive for environmental drilling and sampling. The Subcontractor is responsible for understanding and complying with Air Base access requirements.

The areas of the Project site to be drilled and sampled are shown in **Figure 1: Site Map**. Each area is subdivided into Decision Units (DUs). The DUs are listed in Table 1.

For each DU, the Subcontractor shall drill 30 boreholes to the depth specified in **Table 1**. While the Subcontractor is drilling to the specified depth, the Subcontractor shall collect soil samples within 30 cm or 15 cm intervals, unless otherwise instructed. All samples must be collected in accordance with the approved method statement and this agreement. The set up, drilling, and sample collection shall be done in accordance with the approved method statement and this agreement. The borehole drilled shall be backfilled and compacted. Refer to the BOQ for the estimated number of boreholes to be drilled.

Figure 1: Site Map

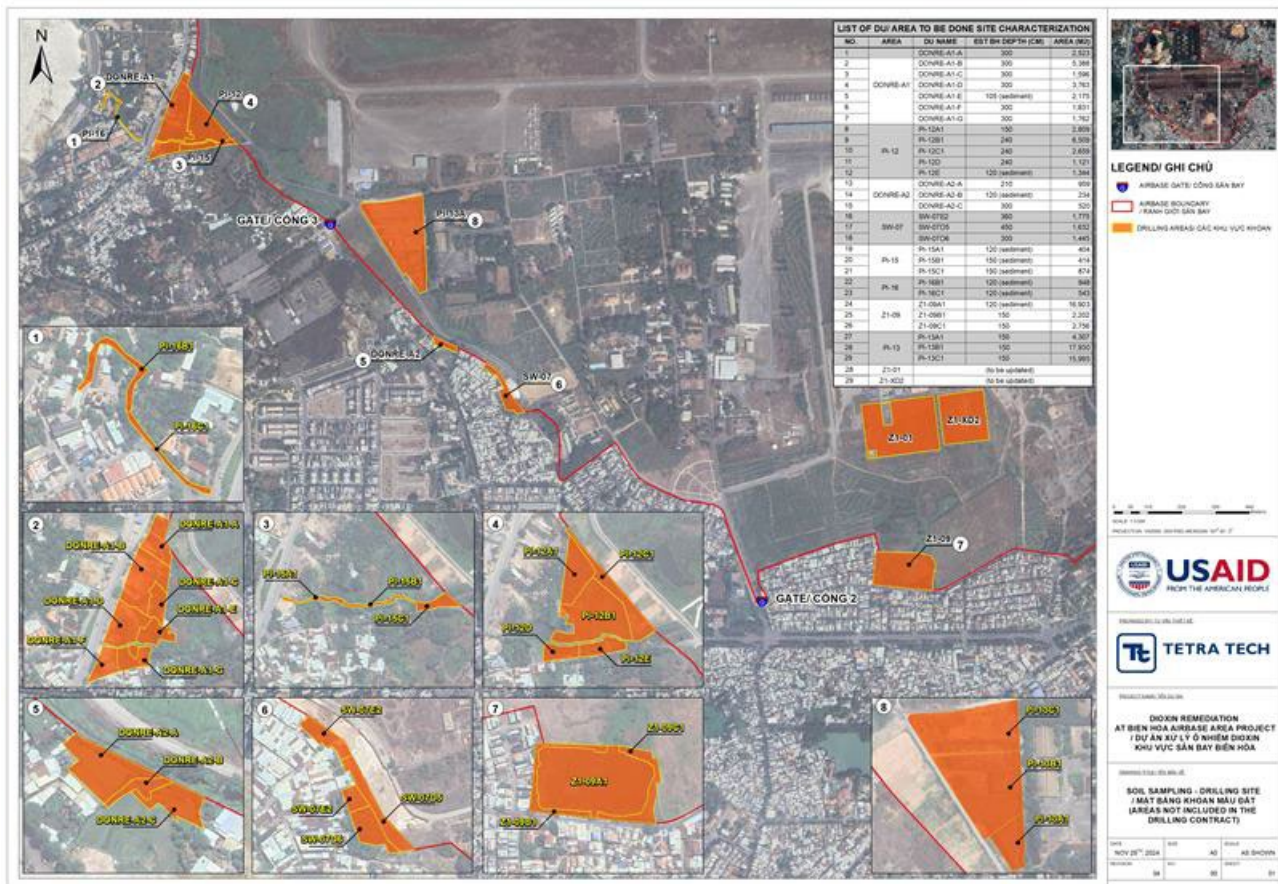


Table 1: Decision Units (DU) and Sampling Depth

LIST OF DU/ AREA TO BE DONE SITE CHARACTERIZATION				
NO.	AREA	DU NAME	EST BH DEPTH(CM)	AREA (M2)
1	DONRE-A1	DONRE-A1-A	300	2,523
2		DONRE-A1-B	300	5,388
3		DONRE-A1-C	300	1,596
4		DONRE-A1-D	300	3,763
5		DONRE-A1-E	105 (sediment)	2,175
6		DONRE-A1-F	300	1,831
7		DONRE-A1-G	300	1,762
8	PI-12	PI-12A1	150	2,809
9		PI-12B1	240	6,509
10		PI-12C1	240	2,659
11		PI-12D	240	1,121
12		PI-12E	120 (sediment)	1,344
13	DONRE-A2	DONRE-A2-A	210	959
14		DONRE-A2-B	120 (sediment)	234
15		DONRE-A2-C	300	520
16	SW-07	SW-07E2	360	1,775
17		SW-07D5	450	1,632
18		SW-07D6	300	1,445
19	PI-15	PI-15A1	120 (sediment)	404
20		PI-15B1	150 (sediment)	414
21		PI-15C1	150 (sediment)	874
22	PI-16	PI-16B1	120 (sediment)	948
23		PI-16C1	120 (sediment)	543
24	Z1-09	Z1-09A1	120 (sediment)	16,903
25		Z1-09B1	150	2,202
26		Z1-09C1	150	2,756
27	PI-13	PI-13A1	150	4,307
28		PI-13B1	150	17,930
29		PI-13C1	150	15,995
30	Z1-0XD2	Z1-0XD2-A	250	4,800
31		Z1-0XD2-B	250	4,800
32		Z1-0XD2-C	250	4,800
33		Z1-0XD2-D	250	4,800
34		Z1-0XD2-E	250	4,800
35	Z1-01	Z1-01A	200	5,216
36		Z1-01B	200	5,216
37		Z1-01C	200	5,216
38		Z1-01D	200	5,216
39		Z1-01E	200	5,216
40		Z1-01F	200	5,216
41		Z1-01G	200	5,216
42		Z1-01Bio	200	5,216

E.2 Mobilization

The Subcontractor must include the cost for the mobilization of personnel, equipment, and associated costs. Multiple mobilizations are expected.

The initial mobilization cost and duration should consider the following requirements of the project:

- Conduct requires H&S training for on-site personnel handling and/or working with dioxin soil. Tetra Tech will assist with H&S orientation; Subcontractor is responsible for Personal Protective Equipment (PPE) (see H&S Section for more detail).
- Obtain and coordinate base access with ADAFC; Tetra Tech will facilitate the process.
- Mobilize staff, equipment, and establish project operations at the site, coordinate with Tetra Tech.

The first mobilization will be paid after the Subcontractor has the necessary equipment and personnel on site ready to begin work. This includes all required training complete, medical monitoring in place, and decontamination equipment in accordance with the project requirements.

Subsequent mobilizations will be paid after the required equipment and personnel are on site at the DU ready to begin work.

Subsequent mobilization may be required based on the sampling plan approval process and availability of DUs for drilling. The subsequent mobilization cost shall include re-mobilizing equipment and personnel to site. The Price Table includes a mobilization and demobilization for each of the sampling plans, however mobilization and demobilization must be approved by the Tetra Tech and if work can continue from one sampling plan to the next, there will be no need to demobilize and re-mobilize.

E.3 Demobilization

The Subcontractor must include cost to demobilized equipment and personnel from site including any decontamination of equipment and debris handling required between sampling plans. The unit rate for demobilization after each sampling plan will be established in Price Table and used for demobilization as directed by Tetra Tech.

A final demobilization will be paid after all work is complete to the satisfaction of the Tetra Tech representative and all decontamination work is completed. All decontamination must be done on site and Tetra Tech representative notified prior to conducting decontamination.

E.4A Access and Preparation for Drilling

The costs associated with setting up drilling operations shall be incidental to the unit rate to drill bore holes in soil and sediment.

Site conditions will vary from DU to DU and from soil to sediment drilling areas. The Subcontractor is responsible for putting in place measures to access the drilling locations, clear vegetation, and set up drilling operations. Sediment locations may be in swamp conditions and soil locations may include gravel and crushed rock layers. **Trimming of branches, trees, tall grass, and removal of vegetation shall be incidental to drilling rates.** Clearing the sampling area of vegetation to allow safe access to and from the sampling area, improving the ground surface to allow safe passage over soft soil, and preparing a safe working space to complete sampling work shall be incidental to the drilling rate. The above incidental work must be factored into the Subcontractor's Price Table rates for drilling.

Removing a tree in order to access the drilling location will be paid for only if the tree removal is **approved** in advance by Tetra Tech. Trimming tree branches will be incidental to accessing and setting up drilling location.

E.4B Core drilling through asphalt or concrete and crushed stone

Access to soil / sediment to be sampled may require the Subcontractor to core drill through bituminous asphalt, concrete pavement, or concrete slabs. The Subcontractor shall provide the necessary equipment to drill through asphalt, concrete, and or similar hard material such as crushed stone. Drilling through gravel subgrade underneath the pavement shall be considered incidental to the core drilling rate.

Core drilling shall be paid by the each as is based on an approximate depth of 50 cm thick hard surface.

Upon backfilling after sample collection, the Subcontractor must replace the asphalt or concrete core removed with similar or better material and thickness. The concrete mix ratio must be included in the Method Statement and the work will be monitored by Tetra Tech.

Drilling must be agreed in advance by Tetra Tech. The Subcontractor must provide an itemized list of all core drilling and location.

E.4C. Other material sample collection

The Subcontractor may be required to collect samples of the asphalt, concrete, fill material and crushed rock during the core drilling process. The material collection process must be included in the approved Method Statement and work completed at the direction of Tetra Tech. The other material sample collection is considered as incidental to the core drilling BOQ unit rate and no special payment will be made for collecting other material.

E.5A. Geotechnical Drilling and Sample Collection

Soil and Sediment Sample Collection of Dioxin Contamination

The following are requirements for the soil and or sediment sample collection and should be used to price the work. The Subcontractor shall collect soil samples at 30cm intervals for soil and 15cm intervals for sediment. The depth shall be measured from the ground surface to the specified depth of each collection point. The Subcontractor shall be paid for each depth drilled and sample collected based on the rate in the Price Table for off-base, on-base, and triplicate samples.

The drilling process using split spoon corers must follow the below steps for soil sample collect:

- Drive split spoon down to 30cm.
- Drill down and set the casing to 30cm.
- Use the drilling machine to remove the remaining soil of the inner wall made by the casing after the casing reaches the top of the next soil layer to be sampled.
- Use a clean, decontaminated split spoon corer to directly take samples of next 30-cm soil layer which is from the bottom of the casing.
- Replace the drill bit with a suitable, decontaminated drill bit for the soil to be drilled to avoid recontamination.
- Pull up the split spoon corer place the undisturbed sample on tray/or table for processing.
- In case that the corer does not have soil inside, or the volume of soil is less than two-thirds of the cored depth (i.e. less than 20cm for each 30cm layer); another core shall be collected or a substitute sampling location is identified and the process restarts at the expense of the Subcontractor.
- Continue using the drilling machine to core and push the casing to the next 30 cm for collecting the next interval sample.
- At completion of sample collection each bore hole will be backfilled with a bentonite clay/cement slurry, or material approved in the method statement, to original ground surface.

The Subcontractor will provide the sample to the Tetra Tech representative onsite who will process and store the material in accordance with the project material handling protocol.

A similar process shall be performed to collect samples from sediment area at 15cm intervals.

Requirements for core drilling

For drilling and sampling depths between 0m to 1.5m if soil conditions allow and the Tetra Tech representative approves the Subcontractor may use a hand augur to avoid soil disturbance or drilling machine driving split spoon corers. The size of the core drilling with split spoon bit shall be greater than or equal to 18 mm; drilling may include core tube. The drilling method must be appropriate for the work to be conducted and approved in the method statement prior to starting work.

For sampling depths greater than 1.5m, the Subcontractor must use a drilling machine. Water is not allowed in the drilling process.

Each sample shall be cored corresponding to each specified soil layer.

Decontamination

After drilling each sampling area, equipment in direct contact with soil and sediment samples must be decontaminated in accordance with the Decontamination procedures in the Site-Wide Health and Safety Plan. See **Attachment B - Health and Safety Plan (HASp)** and **Attachment C - Decontamination Standard Operation Procedures (SOP)**.

Decontamination shall be incidental to the BOQ line items for drilling bore hole up to the specified depth and must be completed prior to leaving the DU and prior to demobilization.

E.5B. Optional Award A and B

Tetra Tech may decide to award either, or both, Option A and Option B depending on the site conditions encountered during drilling activities. If awarded, both options will be paid based on a rate described below in the SOW and based on actual quantities calculated and agreed upon by Tetra Tech and the Subcontractor. The value of the work performed will be paid from the respective Optional Award line-item plug number value. Only the actual value of work performed will be paid from the plugged number. A modification will be issued to award the optional work during the period of performance of the subcontract. No additional work must be performed prior to a fully executed subcontract and/or modifications. Appropriate tax will be attributed to the actual value of work completed.

Option A: Encountering Refusal During Drilling

If the Subcontractor drilling activities encounters refusal such as hard rock and it agreed with the Tetra Tech Representative on site, the Subcontractor will be requested to move drilling to an alternative sampling location. A Tetra Tech representative must approve the new drilling location. For an alternative location (new borehole), the Subcontractor shall drill to the depth where refusal was encountered in the previous drilling without collecting samples until reaching the prior depth or depth of last sample. After which, the Subcontractor will continue drilling and sample collect as per the Subcontract.

The cost to drill to the refusal depth in the new borehole shall be paid at **30%** of the price rate for the depth at which refusal was encountered. Tetra Tech will calculate the value of work due to refusal and the Subcontractor will be paid from the plugged value for Option A. Only the actual value of work performed will be paid from the plugged number. The Subcontractor is required to document and record all refusal depths and locations and submit to Tetra Tech with their invoice.

The above is intended to establish an agreement on how Tetra Tech and the Subcontractor will establish rates for refusal.

Option B: Extra depth drilling when “no-bottom” is found

There is a scenario where the bottom of contamination is not determined from the drilling work completed at the full depth of the borehole. In this scenario, Tetra Tech will require the Subcontractor to return to the boring locations and drill deeper. In this scenario, the drilling depth will be beyond the depths established in the Price Table. The extra depth drilling will be paid for based on the rate established for the deepest boring reached plus **10%** for the next 60cm drilling and sample collection intervals.

For example, the Price Table line item 3.14 includes a depth to drill up to 210cm. If extra depth is required beyond 210cm, the rate for the next 60cm of drilling and sample collections will be **10%** of the rate established for 210cm. This amount is paid for each sample interval. If after drilling 60cm, additional drilling is required, the next 60cm depth and sample collection intervals will be plus **10%** of the previous 60cm rate.

The above is intended to initiate an agreement on how Tetra Tech and the Subcontractor will establish rates for extra depth. Tetra Tech will calculate the value of work due to extra depth and the Subcontractor will be paid from the plugged value for **Option B**. Only the actual value of work performed will be paid from the plugged number. The Subcontractor is required to document and record all extra depth drilling activities and submit to Tetra Tech with their invoice.

E.6 Work Plan and Method Statement

The Subcontractor must update **Part B – Work Plan** submitted as part of the Subcontractor's bid. Additional details must be provided for Tetra Tech review and approval prior to starting work or achieve mobilization status. In addition to updating the Work Plan submitted with the bid, the Subcontractor shall include the following additional information and details.

- Method statement describing the Subcontractor's approach to drill and collect samples in both soil and sediment.
- Details on construction methods describing Subcontractor's plan to construction access to the site, establishing a sound working environment from which to commence drilling, how the drilling and sample collection will take place, decontamination, manage debris, backfill, and more.
- Plan to control the quality of work during drilling work and preparing deliverables.
- Other elements the Subcontractor considered necessary for successful complete the work.
- Detailed schedule to complete the work including the phasing of work if proposing multiple teams.
- Provide details on the personnel assigned to complete the work, number of crews (number of concurrent working teams), and coordination to complete the work.
- Describe the Subcontractor's management plan, organization, and supervision/oversight of the work.

E.7 Deliverables

Deliverables include field samples and office documents.

In the field, the Subcontractor must provide soil samples to be collected at least 2/3 length of the soil sampler using a split spoon or similar, approved tool suitable for the job. The soil sample will be transfer to Tetra Tech who will be responsible for the proper material handling.

Other deliverables include:

- supporting documentation of refusal locations and quantity
- coring location, description, quantity, and list
- groundwater level in the borehole or surface water depth at the sampling location
- soil boring logs that include description of soil and sediment conditions.
- two geotechnical cross-sections for each DU in two directions, as discussed with Tetra Tech
- document training completed and submitted to Tetra Tech.

Deliverables will be required prior to payment being made for the corresponding work. Deliverables shall be submitted electronically and in a format approved in advance by Tetra Tech.

E.8 Health, Safety, and Security

No work shall commence until proper health and safety guidelines, training, and PPE are in place by the Subcontractor and both the method statement (describing how the work will be completed) and work plan (staffing, schedule, supervision, and other management requirements to complete the work) is submitted by the Subcontractor and approved by Tetra Tech. Health and safety requirements are considered incidental to the drilling rates and costs included in the Price Table.

The Subcontractor is required to strictly comply with Health and Safety requirements as shown in **Attachment B - Health and Safety Plan (HASP)** and **Attachment C - Decontamination Standard Operation Procedures (SOP)**, including:

- Complying with health and safety requirements for working with contaminated soil including but not limited to wearing suitable PPE, medical surveillance, and other relevant requirements specified in the subcontract.
- Complying with environment mitigation measures including decontaminating equipment and people, managing waste and spill control.

The subcontractor is requested to attend Health and Safety Training conducted by Tetra Tech prior to working on site. The Subcontractor is expected to provide security and safe storage of their equipment and tools.

E.9 Certificate of Conduct

The Subcontractor will be required to obtain a Certificate of Conduct, verified by local ward/commune Police or Judicial Record Card No. 1, for all personnel who plan to access the base (work site). The Subcontractor must follow Regiment 935's base access requirements.

E.10 Quality Assurance

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

SECTION F - SPECIAL REQUIREMENTS

F.1 Representations of the Offeror

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

F.2 Executive Order on Terrorism Financing

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

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

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

F.4 Restrictions on Certain Foreign Purchases

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

The authorized geographic code for procurement of goods and services is 937 for the prime contract and its subcontractors.

F.5 Associated / Additional Fees or Costs

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

F.6 Terms of Payment

Tetra Tech will pay the Subcontractor in accordance with the prospective Subcontract's Terms and Conditions.

F.7 Local Laws

All Offerors are required to be registered and comply with all the laws of doing business in Vietnam. Tetra Tech may, at its discretion, require the presumed winner of the procurement to provide a copy of a valid registration certificate and/or tax compliance (i.e. VAT) prior to awarding of the final contract. Failure to provide this information at that time may automatically disqualify an Offeror from selection.

F.8 Confidentiality

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

F.9 Warranty

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

The data and information delivered shall be of acceptable quality and sufficiently complete for the needs of Tetra Tech and Client.

F.10 Insurance

Insurance is always required while performing work for USAID and Tetra Tech. Insurance costs shall be included in the Price Table line item. Each policy will be required prior to award of the Subcontract.

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

1. Comprehensive (General Liability) Insurance, including Contractual Liability, for bodily injury, death or loss or damage to property to third persons of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including when site visitation is required, broad form contractual, personal injury and broad form property damage coverages.
2. Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles used in connection with the Work including combined single limit of \$100,000.00 for bodily injury and property damage.
3. If the Offeror is an Architect-Engineer or other professional that requires Professional Liability, then Professional Liability "Errors and Omissions" Insurance against claims arising out of the performance of professional services in the amount of \$2,000,000 per claim/\$4,000,000 per aggregate and including coverage for the acts of lower-tier consultants and the indemnification clause contained herein. In the event that Offeror's work is expected to exceed \$5,000,000 in any given year of the agreement, the minimum coverage should be increased to \$10,000,000 per claim/\$10,000,000 per aggregate.
6. Workers' Compensation Insurance the Subcontractor shall assume responsibility and full liability for providing Workers' Compensation and other legally required insurance with respect to its own employees and agents .
8. The foregoing types and amounts of insurance are the minimum required. The Offeror shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

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