

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

**INFORMATION COMMUNICATION & TECHNOLOGY MANAGEMENT FOR THE
HO CHI MINH CITY WATER SUPPLY NETWORK**

Submission Deadline: **4:00 PM, February 20, 2013**

LOCAL TIME (HO CHI MINH CITY, VIETNAM)

Submission Place:

**MR. TRAN DINH PHU
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SAIGON WATER SUPPLY CORPORATION
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SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$593,660.00 to the Saigon Water Supply Corporation, or SAWACO, (the “Grantee”) in accordance with a grant agreement dated 07 September, 2012, (the “Grant Agreement”). This USTDA-funded Technical Assistance for the Information and Communication Technology (ICT) Management Project for the Ho Chi Minh City Water Supply Network will include improving the existing strategic plan for ICT management and developing an ICT implementation plan for the Ho Chi Minh City water supply network. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Technical Assistance.

1.1 BACKGROUND SUMMARY

Ho Chi Minh City (HCMC) is Vietnam’s largest city and is an important center for commercial and industrial operations. The city of 7.1 million people is expected to grow to over 10 million people by 2020. The population growth, coupled with relatively high economic growth, is straining the city’s infrastructure, including the water sector’s infrastructure despite significant improvements in coverage in the last 20 years. Gaps still remain in water supply quality and reliability. As such, SAWACO is under growing pressure to improve and modernize its service and provide reliable supply with 100 percent coverage. SAWACO’s Master Plan sets a strategy to supply 100 percent of consumers in HCMC with potable water by 2025, increase public–private partnerships with private sector participation, and produce and deliver water to the city in a sustainable manner. SAWACO would increase distribution capacity to benefit an additional 528,645 new and existing households in this plan, including approximately 20,000 poor households that would have access to piped water supply for the first time. Currently, SAWACO does not have a clear integrated approach for information management. The proposed technical assistance is designed to address this need by strengthening SAWACO’s operations, asset management, and financial performance.

This technical assistance project would help enhance information management and the existing ICT strategy by: offering an objective assessment of the technical environment at SAWACO and then recommending an ICT architecture including ICT applications, data, technology, and network parameters; defining policies, standards, and procedures for ICT governance and decision making; recommending an organizational structure for supporting ICT; and providing an ICT Implementation Plan with a schedule and budget. In turn, the ICT Implementation Plan would focus on evaluating and recommending systems such as SCADA, information management, GIS, billing and accounting systems, and asset inventory and management systems. By helping SAWACO improve its operations, business and strategic planning, the assistance would help it to meet its potable water supply goals for both residential and industry users to meet HCMC’s demand. Portions of a background Definitional Mission report are provided for reference in Annex 2.

1.2 OBJECTIVE

This Technical Assistance for the Information and Communication Technology (ICT) Management Project for the Ho Chi Minh City Water Supply Network will include improving the existing strategic plan for ICT management and developing an ICT implementation plan for the Ho Chi Minh City water supply network. The Terms of Reference (TOR) for this Technical Assistance are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$593,660. **The USTDA grant of \$US593, 660 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$593,660 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called the *Technical Assistance for the Information Communication and Technology (ICT) Management Project for the Ho Chi Minh City Water Supply Network*.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission (DM) to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. Portions of the report are attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Technical Assistance.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Technical Assistance.

2.5 PROJECT FUNDING SOURCE

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$593,660.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for

specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English and in Vietnamese.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

Mr. Tran Dinh Phu
CEO/General Director
Saigon Water Supply Corporation
Office #1
Cong Truong Quoc Te, District 3
Ho Chi Minh City, Vietnam
Phone number: +84 8 8227427
Fax Number: +84 8 8241644
Email: sawaco_tapmu@vnn.vn

An Original and six (6) hard copies and (1) electronic copy of your proposal, in English and Vietnamese, must be received at the above address no later than 4:00 PM, on February 20, 2013.

Previously submitted proposals will still be reviewed, and Offerors who have already submitted proposals have the option to re-submit their proposal.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including the name of the project and designation of "original" or "copy number x." The original and six (6) hard copies and (1) electronic copy should be collectively wrapped and sealed, and clearly labeled, including the contact name and the name of the project.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

The Offeror must provide the name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

2.16 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.17 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for ninety days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.18 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.19 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

2.20 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.21 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.22 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

2.23 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.24 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$593,660, which is a fixed amount.

Offerors shall submit one (1) original and six (6) hard copies and (1) electronic copy of the proposal in each language, English and Vietnamese. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Firm Background Information,
- Completed U.S. Firm Information Form,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 U.S. FIRM INFORMATION

A U.S. Firm Information Form in .pdf fillable format is attached at the end of this RFP in Annex 6. The Offeror must complete the U.S. Firm Information Form and include the completed U.S. Firm Information Form with its proposal.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Technical Assistance. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Technical Assistance.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Technical Assistance.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar

information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the Technical Assistance as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

The TA would be conducted by an expert U.S. company with ample experience in ICT project FSs, TA, and implementation of ICT projects. ICT project experience in the water sector would be considered as an added qualification. Therefore, it is expected that the company selected will have demonstrated qualifications, experience, and the required capability to carry out the technical requirements of the SAWACO ICT project. The following are suggested criteria for selecting the firm and team to execute the USTDA grant assistance:

- 1. Firm's specific experience related to the assignment: 20 points maximum**
 - a. Firm's overall experience: 10 points
 - b. Firm's overseas experience: 10 points
- 2. Adequacy of proposed work plan and methodology in response to the TOR: 20 points maximum**
 - a. Knowledge of proposed work and understanding of service: 10 points
 - b. Appropriateness of proposed methodology and work plan: 10 points
- 3. Qualifications and competence of the key staff for the assignment: 50 points maximum**
 - a. Project manager's experience in similar projects: 7 points
 - b. IT strategist's experience in similar projects: 6 points
 - c. Business analyst's experience in similar projects: 6 points
 - d. Enterprise Resource Planning (ERP) subject matter expert's experience in similar projects: 5 points
 - e. ICT system analyst's experience in similar projects: 5 points
 - f. GIS specialist's experience in similar projects: 5 points
 - g. Asset management application analyst's experience in similar projects: 5 points
 - h. SCADA system engineer experience in similar projects: 5 points
 - i. Economist/financial analyst's experience in similar projects: 6 points
- 4. Past performance: 10 points maximum**
 - a. Five to six relevant and verifiable projects: 10 points
 - b. Two to four relevant and verifiable projects: 5 points

Table 3 shows the qualifications required for the TA project team.

Table 3: Required Team Qualifications and Experience

Position	Skills	Experience (years)
Project Manager	Demonstrated experience in management of large ICT projects, preferably in water sector public utilities.	10+
IT Strategist	Demonstrated experience in ICT strategic planning for large projects preferably in the water sector.	10+
Business Analyst	Demonstrated experience in business process analysis for public or private utilities in the water sector.	10+
ERP Subject Matter Expert	Demonstrated experience in ERP system planning, procurement, and ERP system implementation.	8+
ICT Systems Analyst	Demonstrated experience in ICT system integration and performance analysis.	8+
Economic/Financial analyst	Demonstrated experience in economic and financial analysis of ICT projects.	10+
GIS Specialist	Proficiency in GIS design and implementation and GIS software products.	8+
Asset Management Application Analyst	Demonstrated experience in enterprise-wide assets management system design and application.	8+
SCADA Systems Engineer	Demonstrated experience in SCADA systems for water distribution networks.	5+

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

MR. TRAN DINH PHU
CEO/GENERAL DIRECTOR
SAIGON WATER SUPPLY CORPORATION
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VIETNAM INFORMATION AND COMMUNICATION TECHNOLOGY
MANAGEMENT PROJECT FOR THE HO CHI MINH CITY WATER SUPPLY
NETWORK
(USTDA Activity Number 2012-31025A)

POC: Anthony O'Tapi, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA
22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009.

The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to conduct technical assistance for the Information and Communication Technology Management Project for the Ho Chi Minh City Water Supply Network in Vietnam.

The Grantee, SAWACO, was established in 1874 to manage HCMC water supply operations and is a government-owned enterprise operating under the HCMC Peoples' Committee. In 2005, SAWACO's current structure was established as a holding company with subsidiaries. The technical assistance was requested by SAWACO to improve its ICT systems to enhance management and operational efficiency in the Ho Chi Minh City water supply system.

The technical assistance would help enhance information management and the existing ICT strategy by: offering an objective assessment of the technical environment at SAWACO and then recommending an ICT architecture including ICT applications, data, technology, and network parameters; defining policies, standards, and procedures for ICT governance and decision making; recommending an organizational structure for supporting ICT; and providing an ICT Implementation Plan with a schedule and budget. In turn, the ICT Implementation Plan would focus on evaluating and recommending systems such as SCADA, information management, GIS, billing and accounting systems, and asset inventory and management systems. By helping SAWACO improve its operations, business and strategic planning, the assistance would help it to meet its potable water supply goals for both residential and industry users to meet HCMC's demand.

The purpose of the technical assistance is to help SAWACO improve its ICT systems and practices to enhance management and operational efficiency in the Ho Chi Minh City water supply system in Vietnam.

The U.S. firm selected will be paid in U.S. dollars from a \$593,660 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and portions of a background definitional mission report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English and in Vietnamese directly to the Grantee by 4:00 PM, February 20, 2013, at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

Information Communication and Technology Management for Ho Chi Minh City Water Supply System

A. EXECUTIVE SUMMARY

HCMC's water supply operations are managed by the SAWACO, which was established in 1874, and most recently restructured in 2005. SAWACO has requested funding from USTDA for TA to improve the existing strategic plan for Information and Communication Technology (ICT) management and to develop an ICT implementation plan for the HCMC water supply network.

SAWACO is engaged in the production and distribution of water for domestic and non-domestic users in HCMC and plays a key role in implementing the plans for water supply sector development in HCMC and neighboring areas. It has made notable progress in fulfilling its broad mandate, yet many challenges remain to be solved.

Currently, SAWACO has no coherent approach to information management. The proposed SAWACO ICT investment program will address the most urgent organizational needs and constraints faced by SAWACO and will focus on strengthening operational management through a comprehensive ICT program that will provide SAWACO management, staff, customers, and regulatory agencies with fast and accurate access to information to manage their areas of authority more efficiently and effectively.

The proposed TA would focus on improving the existing ICT strategic plan at SAWACO and developing an enhanced ICT strategic plan that accomplishes the following:

- Offers an objective assessment of SAWACO's technical environment in terms of staff, equipment, and architecture;
- Defines a vision for ICT;
- Recommends an ICT architecture (e.g., ICT applications, data, technology, and network, etc.);
- Defines effective policies, standards, and procedures for ICT governance and decision making;
- Recommends an organizational structure for supporting ICT; and
- Provides an ICT implementation plan with a schedule and budget.

For project financing, the SAWACO investment program would utilize the Asian Development Bank's Multi-Tranche Financing Facility (MFF) for the water sector in Vietnam. Tranche 1 of the ADB loan for SAWACO is estimated to be U.S. \$138 million and, out of this funding, U.S. \$20 million in funds are intended for the SAWACO ICT project for the period of 2012 to 2015.

The budget for providing TA for the SWACO ICT project is estimated at U.S. \$593,660. This project would bring significant sales opportunities for U.S. products and service suppliers. The estimated period of performance of this TA is 6 months.

B. PROJECT DESCRIPTION

SAWACO has requested the USTDA to provide TA to improve ICT to enhance management and operational efficiency in the HCMC water supply system in Vietnam.

This project provides TA to achieve following objectives:

- Enhance the information management and operational efficiency at SAWACO by improving the existing strategic plan for information management; and
- Develop an implementation plan for an ICT management system for the HCMC water supply network.

SAWACO was established in 1874 to manage HCMC water supply operations. SAWACO was the first water company owned by the Vietnam government. It was the country's first water supply company to undergo privatization. SAWACO has gone through a number of organizational changes in the intervening years. In 1959, the company transitioned to the Saigon Metropolitan Water Office and, 16 years later, transferred to the HCMC Water Supply Company. In 2005, SAWACO's current structure was established as a holding company with subsidiaries.

Concomitant with these transitions, the company has grown from a relatively simple organization with a water production capacity of 45,000 cubic meters per day (m^3/day) to a complex State-Owned Enterprise (SOE) producing more than 1.2 million m^3/day .

SAWACO faces several challenges in the areas of profit generation, financial management, asset management, management of costs and service delivery, and institutional structure. SAWACO is under growing pressure to improve and modernize its service and provide reliable supply with 100 percent coverage. SAWACO's master plan would cover all the consumers in HCMC with potable water by 2025, increase public-private partnerships with private sector participation, and produce and deliver water to the city in a sustainable manner.

Currently, SAWACO has no coherent approach to information management. The proposed SAWACO ICT investment program will address the most urgent organizational needs and constraints faced by SAWACO and will focus on strengthening operational management through a comprehensive ICT program, which will provide SAWACO management, staff, customers, and regulatory agencies with fast and accurate access to information to manage their areas of authority more efficiently and effectively. The proposed components are also in line with the Master Plan currently being developed by SAWACO with the assistance with local and international consultants. The proposed plan would increase distribution capacity to benefit an additional 528,645 new and existing households, including approximately 20,000 poor households with access to piped water supply for the first time.

The TA should focus on improving the existing ICT strategic plan at SAWACO and developing an enhanced ICT strategic plan that accomplishes the following:

- Offers an objective assessment of the technical environment at SAWACO in terms of staff, equipment, and architecture;

- Defines a vision for ICT;
- Recommends an ICT architecture (e.g., ICT applications, data, technology, and network, etc.);
- Defines effective policies, standards, and procedures for ICT governance and decision making;
- Recommends an organizational structure for supporting ICT; and
- Provides an ICT implementation plan with a schedule and budget.

The ICT implementation plan should focus on achieving the following objectives within the SAWACO organization as a result of ICT project execution:

- Implement a computerized Management Information Systems (MIS);
- Assist with implementing a SCADA system in the Distribution Control Center (DCC) in the Transmission Enterprise. This is to improve control of water transmission to different districts of HCMC and to optimize the use of pumps;
- Update and improve GIS in SAWACO for use in planning and operation;
- Improve the availability and access to reliable and up-to-date operational information;
- Improve the Asset Inventory and Management system as a prerequisite to attracting interest from the private sector to collaborate on investment, management, or operational support;
- Improve billing and accounting systems;
- Expand the development of information and control systems;
- Improve human resources development; and
- Improve business and strategic planning.

Institutional Setup

At the national level in Vietnam, the National Water Resources Council (NWRC) has been established to advise the government on water resources management and solve the conflicts between ministries and also between ministries and provinces on water resources. For water-related sectors, key organizations are the Department of Water Resources Management, the Department of Hydrometeorology and Climate Change, the Center for Water Resources Planning and Investigation, and the River Basin Commission. Delivery of water and sanitation services has been decentralized to the provinces, which are responsible for project preparation and implementation. The central government is responsible for policy setting; increasingly, it is trying to collect more information from provinces to enable it to set the next generation of policies on how to provide financial support for the development of the sector and to promote efficient and sustainable operations for the delivery of water and sanitation services.

SAWACO was established in 1874 and became a state wholly owned one-member Company Limited in 2010. SAWACO reports to the HCMC PPC. Under terms of its establishment, the company's broad mission is to play a key role in implementing plans to develop the water supply sector in HCMC and neighboring areas. It is engaged in the production and distribution of water for domestic and non-domestic users in HCMC. Operationally, the company's goal is to provide HCMC with stable, high quality water 24/7 and at a reasonable

price. It has made notable progress in fulfilling its broad mandate, yet many challenges remain to be overcome. The current organization structure at SAWACO is shown on Figure 1.

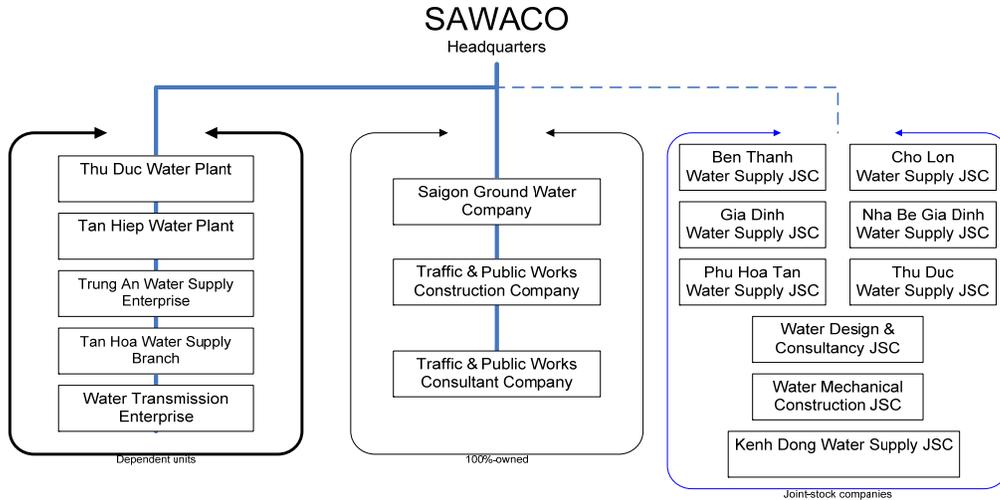


Figure 1: SAWACO Organization Structure

SAWACO equitized six of its eight subsidiaries in 2006 and formed six Joint Stock Companies (JSCs), where SAWACO retained a majority ownership of approximately 51 percent. These JSCs are responsible for revenue collection as well as O&M of the distribution network in their respective areas. In February 2009, the HCMC PPC authorized SAWACO to increase the ownership of the JSCs by raising its shareholding to 75 percent or to repurchase assets from the JSCs. The method of how SAWACO will repurchase JSC shares and regain control of the JSCs is under discussion.

SAWACO's Deputy General Director-Engineering is responsible for water production and transmission operations. The core operations performed by SAWACO are water production and water transmission to the distribution network. The distribution of bulk water to the customers is the responsibility of eight water supply units.

Primary pipeline networks are operated and maintained by the Water Transmission Enterprise. The primary networks consist of 216 km of pipelines. The tertiary pipelines or distribution network consists of 3,350 km of pipeline. A water supply unit is a water distribution entity that is responsible for supplying water to the final user. The water supply units are responsible for the O&M of the distribution network in their respective areas. The water supply units, their status, ownership, and number of customers are shown in Table 1.

Table 1: SAWACO Water Supply Units - Status, Ownership, and Number of Customers

Water Supply Units	Status	Percent SAWACO Owned	Customers
Ben Thanh	JSC	53	64,000
Cho Lon	JSC	51	147,000
Gia Dinh	JSC	51	116,000
Nha Be	JSC	53	71,000
Phu Hoa Tan	JSC	70	85,000
Thu Duc	JSC	51	79,000
Tan Hoa	Branch	100	87,000
Trung An	Enterprise	100	39,000
Total			688,000

Each water supply unit is responsible for entering into an agreement with each customer. The agreement with customers was developed by SAWACO when it was the HCMC Water Supply Company, and each water supply unit uses this contract as the basis for its current contract.

C. PROJECT SPONSOR

SAWACO is the Grantee for the ICT project. SAWACO is the responsible agency for provision of water services to HCMC and is the agency with technical and management capabilities to undertake project implementation. SAWACO has approximately 3,500 staff, 1,800 working directly for SAWACO or its branches, with the balance working in affiliated JSCs, consulting, and contracting companies.

SAWACO has managed successfully large numbers of projects and programs with assistance from many government and multinational lending institutions. There are more projects currently in progress. SAWACO is familiar with the project implementation process by working with USTDA in the past.

SAWACO has made a strong commitment to implementing the ICT project starting beginning in 2012. A dedicated PMU has been set up within SAWACO to manage the ADB-funded MFF. As part of the first tranche of HCMC's MFF, SAWACO will undertake a comprehensive investment program focused on ICT. This TA will support the SAWACO PMU to bring the ICT project to the implementation stage.

SAWACO has resources, technical and management capabilities, commitment, and demonstrated capacity as a Grantee to execute ICT project activity. SAWACO has institutional authority to engage with USTDA to perform project tasks specified in the Terms of Reference.

D. U.S. EXPORT POTENTIAL

The U.S. companies in the ICT sector are world leaders in providing innovative ICT software solutions and services. They have breadth and depth of expertise and innovative approaches to provide the best ICT solutions for any application, including the ICT in the water utilities. Given the special nature of ICT applications for water utilities, U.S. companies have more experience than any other country. The ICT exports from the United States may include various software products, servers, terminals, SCADA products, databases, engineering services, training, and support. Potential near-term U.S. exports for the initial phase of ICT implementation at SAWACO are estimated at \$15 million. The Definitional Mission (DM) team estimates the long-term U.S. export potential over a 10 year period in the Vietnam ICT sector to be \$125 million as a result of market entry opportunities that would emerge from the SAWACO ICT project.

Vietnam offers great opportunities for U.S. products and services. The SAWACO ICT project will demonstrate advanced U.S. technologies in the water sector, and potential spin-off opportunities in other sectors such as power, transportation, government, and production could result in substantial additional sales. The U.S. Commercial Service in HCMC is actively engaged in promoting U.S. companies in Vietnam. This project will be a staging ground to develop links to local partners, resellers, representatives, marketers, and others to support business development in this growing ICT sector in Vietnam.

The DM team discussed the interests of U.S. companies in participating in the SAWACO ICT project and similar projects in Vietnam. The DM team found that these companies are interested in participating in ICT projects as consultants, product suppliers, software developers, training providers, and providers of long-term ICT product and service support. Table 2 shows a list of potential U.S. suppliers and their respective export potential in the ICT sector in Vietnam.

Table 2: U.S. Export Potential in the Vietnam ICT Sector

Equipment	Expected Sales by 2015	Expected Sales by 2020	U.S. Supplier(s) (Average 90 Percent U.S. Content)
ERP Systems (Accounting, billing, human resources, asset management, MIS, etc.)	\$5 million	\$50 million	Oracle, Microsoft, SAP, IBM, Sage, Info Global Solutions
Computers, Peripherals, and Networking Equipment and Servers	\$2 million	\$20 million	Dell, IBM, Cisco, Oracle, HP, Microsoft
Laboratory and Scientific Equipment (metering equipment, sensors, probes, etc.)	\$0.5 million	\$5 million	HACH, Nelson
Electrical and Mechanical	\$1.5 million	\$15 million	GE, Schneider Electric, DPS Telecom, Siemens

(control panels, instruments, mechanical, and SCADA components)			
GIS Software/Services	\$5 million	\$30 million	Autodesk, Bentley Systems, ESRI, Intergraph
IT Services and Training	\$1 million	\$5 million	IBM, SAP, Microsoft, Oracle
TOTAL	\$15 million	\$125 million	\$140 million in U.S. exports

E. FOREIGN COMPETITION AND MARKET ENTRY ISSUES

The United States has a strong trade relationship with the government of Vietnam. Vietnam is an emerging market, offering growing opportunities for U.S. exporters and investors. Vietnam's economic growth rate has been among the highest in the world in recent years, expanding annually at 5 to 8.5 percent, while industrial production has been growing at around 14 to 15 percent per year. In 2009, U.S. exports to Vietnam increased to \$3.1 billion, while imports fell to \$12.3 billion.

According to the 2009 U.S. Department of Commerce Country Commercial Guide for Vietnam, aviation, telecommunications, IT, oil and gas exploration, and power generation will likely continue to offer the most promising opportunities for U.S. companies over the next few years as infrastructure needs continue to expand with Vietnam's pursuit of rapid economic development.

Although U.S. companies have the leading edge in the ICT sectors, Korean, Japanese, German, French, Dutch, and Danish companies will offer strong competition. During the visit to Vietnam, the DM team learned that U.S. consulting companies are quite successful securing work in Vietnam, and they are doing well with continued work. However, the presence of U.S.-based ICT products was not evident, although some electrical and metering equipment was used in existing water and wastewater facilities.

F. FINANCING

Subject to government approval, the SAWACO investment program will utilize ADB's MFF for the water sector projects in Vietnam, covering four water companies – Hai Phong, Hue, DaNang, and HCMC – and other water companies that would meet appraisal criteria. The proposed budget for this MFF is U.S. \$1 billion. The MFF will be distributed among four cities and individual city tranches being mobilized on completion of FS reports for the next tranches.

Tranche 1 of the ADB loan for SAWACO is estimated at \$138 million. This will cover priority subprojects identified by SAWACO. The ICT project has been identified as one such subproject, and estimated cost of implementation is \$20 million for the period of 2012 to 2015. Further tranches will be identified as part of detailed design work. Individual tranche durations are likely to cover 5 years.

In addition, the U.S. Export-Import Bank (Ex-Im) provides working capital guarantees (pre-export financing), export credit insurance, and loan guarantees and direct loans (buyer financing). Ex- Im financing may be utilized as co-financing to supplement ADB financing for the project. Ex- Im is open for public and private sector transactions in Vietnam for short-, medium- and long term financing. ExIm expressed its clear interest on water sector project financing in Vietnam.

G. DEVELOPMENT IMPACT

The proposed project, if fully implemented, would have significant development impacts, including the following:

- **Infrastructure** – The project would develop an integrated computer network and a SCADA system that would enhance the operational efficiency of the water distribution system in HCMC. This project would upgrade computer networks, servers, IT infrastructure, and software products.
- **Human Capacity Building** – The project, if fully implemented, would create high paying jobs opportunities in the ICT sector during the implementation stage and following the operation stage. It is estimated that 100 short-term and 50 long-term job opportunities would be created at SAWACO and its branches. Prospects for IT and other engineering jobs for highly educated local and foreign professionals would increase substantially as a result.
- **Technology Transfer and Productivity Improvements** – ICT, GIS, and SCADA technologies are not widely used in the Vietnamese water sector. If fully implemented, the project would transfer knowledge of these technologies to local IT and engineering professionals and data handlers, who currently lack knowledge and experience with ICT systems, functions, and operation capabilities. The project would also allow local electrical, and computer engineers to gain additional knowledge of the use of specialized computer hardware, software, and remote monitoring and control equipment.

H. IMPACT ON U.S. LABOR

The project would provide a modern ICT system for the management and operation of a water supply system. The project would not promote the establishment of any business other than for the purpose of serving the local market more efficiently (e.g., local agent/distributor). On the basis of the Definitional Mission team review, it was found that the project does not provide: (i) any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States; (ii) assistance for any project or activity that contributes to the violation of internationally recognized workers rights; or (iii) direct assistance for establishing or expanding production of any commodity for export by any country other than the United States, if the commodity is likely to be in surplus on world

markets at the time the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity.

Positive impacts on U.S. labor would come from prospective U.S. exports of goods and services. The ICT exports from the United States may include various software products, servers, terminals, SCADA products, databases, engineering services, training, and support. The DM team estimates short-term export content in excess of \$15 million, and long-term export content of approximately \$125 million. As a result, a significant number of job opportunities can be expected in the U.S. IT sector.

I. ENVIRONMENTAL IMPACT

A large part of the project entails the procurement and transfer of intellectual property and hardware to SAWACO. The physical infrastructure requirements of the project will have minimal, if any, impact on the environment. Based on the negligible impact on the environment of the proposed project, the Definitional Mission team recommends that the TOR not include a preliminary EIA.

Climate change and subsequent environmental effects are serious concerns in Vietnam. Efficient management of water supply is essential for the preservation water resource. ICT is recognized as a strategic enabler in the process of developing innovative solutions to address the problems of water scarcity.

The proposed ICT system would upgrade data flow and information availability. The water supply system consists of many pump stations and treatment equipment that requires large power source to operate. The proposed SCADA control systems would improve system performance and reduce operational costs. A reduced work force and efficient operation of pumps and equipment could bring substantial cost savings. The resultant low energy consumption would increase environmental benefits. The proposed project activity is not directly related to physical construction or utility alterations. Therefore, no negative impact is expected on the environment from the proposed project activities.

J. QUALIFICATION

The TA would be conducted by an expert U.S. company with ample experience in ICT project FSs, TA, and implementation of ICT projects. ICT project experience in the water sector would be considered as an added qualification. Therefore, it is expected that the company selected will have demonstrated qualifications, experience, and the required capability to carry out the technical requirements of the SAWACO ICT project. The following are suggested criteria for selecting the firm and team to execute the USTDA grant assistance:

5. Firm's specific experience related to the assignment: 20 points maximum
 - a. Firm's overall experience: 10 points
 - b. Firm's overseas experience: 10 points
6. Adequacy of proposed work plan and methodology in response to the TOR: 20 points maximum
 - a. Knowledge of proposed work and understanding of service: 10 points

- b. Appropriateness of proposed methodology and work plan: 10 points
- 7. Qualifications and competence of the key staff for the assignment: 50 points maximum
 - a. Project manager's experience in similar projects: 7 points
 - b. IT strategist's experience in similar projects: 6 points
 - c. Business analyst's experience in similar projects: 6 points
 - d. Enterprise Resource Planning (ERP) subject matter expert's experience in similar projects: 5 points
 - e. ICT system analyst's experience in similar projects: 5 points
 - f. GIS specialist's experience in similar projects: 5 points
 - g. Asset management application analyst's experience in similar projects: 5 points
 - h. SCADA system engineer experience in similar projects: 5 points
 - i. Economist/financial analyst's experience in similar projects: 6 points
- 8. Past performance: 10 points maximum
 - a. Five to six relevant and verifiable projects: 10 points
 - b. Two to four relevant and verifiable projects: 5 points

Table 3 shows the qualifications required for the TA project team.

Table 3: Required Team Qualifications and Experience

Position	Skills	Experience (years)
Project Manager	Demonstrated experience in management of large ICT projects, preferably in water sector public utilities.	10+
IT Strategist	Demonstrated experience in ICT strategic planning for large projects preferably in the water sector.	10+
Business Analyst	Demonstrated experience in business process analysis for public or private utilities in the water sector.	10+
ERP Subject Matter Expert	Demonstrated experience in ERP system planning, procurement, and ERP system implementation.	8+
ICT Systems Analyst	Demonstrated experience in ICT system integration and performance analysis.	8+
Economic/Financial analyst	Demonstrated experience in economic and financial analysis of ICT projects.	10+
GIS Specialist	Proficiency in GIS design and implementation and GIS software products.	8+
Asset Management Application Analyst	Demonstrated experience in enterprise-wide assets management system design and application.	8+
SCADA Systems Engineer	Demonstrated experience in SCADA systems for water distribution networks.	5+

K. JUSTIFICATION

ICT in the water sector is relatively new in Vietnam. The implementation of a modern ICT system at SAWACO is expected to dramatically improve the efficiency of operations, decrease water losses in the system, improve revenue collections, and allow SAWACO to become a financially viable enterprise capable of attracting private sector investment. This TA will create unique opportunities for U.S. companies to influence the entire direction of ICT management in the water sector in Vietnam at an early stage of market expansion. According to Vietnam government development plans, the SAWACO ICT project will be followed by many similar ICT projects in the water sector as well as other sectors such as transportation, food processing, education, and energy. Gaining an early entrance into the ICT market will set the stage for U.S. companies to win near-term and long-term project prospects.

The USTDA funding for this TA would open up opportunities for U.S. firms to compete for ICT sector opportunities in consulting, engineering design, project implementation services, selling U.S. developed scientific equipment, and software and hardware products. This TA would also encourage U.S.-based ICT product suppliers to establish local presence for long-term business opportunities in Vietnam.

The near-term export as a result of this TA would be \$15 million, and long-term export potential would be in the range of \$100 to \$125 million. Moreover, the ADB loan guarantees mean that SAWACO will have the initial financing necessary to procure goods and services for implementing the initial phase of SAWACO ICT project. The project would present significant sales opportunities for U.S. ICT manufacturers and service suppliers. Therefore, the DM team recommends \$593, 660 of grant funding for SAWACO to perform this TA.

According to ADB's rules and the approved tender plan of SAWACO, ICT article of ADB 2754-VIE, the project will be tendered by International Competitive Bid.

L. BUDGET

The recommended budget for the proposed TA is U.S. \$593,660. Labor accounts for \$502,000. Other direct costs are estimated at \$91,660, which includes 18 trips to Vietnam and a total of 110 person-days in Vietnam. The period of performance for this TA is 6 months.

ANNEX 3



**U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-2131**

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

“Source” means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

ANNEX 4



GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and Saigon Water Corporation ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$593,660 ("USTDA Grant") to fund the cost of goods and services required for technical assistance ("TA") on the proposed Vietnam Information Communication and Technology Management for Ho Chi Minh City Water Supply System project ("Project") in Vietnam ("Host Country").

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the TA ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The Terms of Reference for the TA ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The TA will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the TA shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA, the Grantee, and the Contractor shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

FINAL

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA's Right to Approve Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 16 below upon selection of the Contractor to perform the TA. USTDA then shall notify the Grantee whether or not USTDA approves the Grantee's Contractor selection. Upon USTDA approval of the Grantee's Contractor selection, the Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA that they were not selected. The Grantee and the Contractor then shall enter into a contract for performance of the TA.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

The Grantee and the Contractor shall enter into a contract for performance of the TA. The Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 16 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the contract.

(2) Amendments and Assignments

The Grantee or the Contractor may submit any proposed amendment to the contract, including any proposed amendment to any annex thereto, or any proposed assignment of the contract, to USTDA at the address set forth in Article 16 below. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the proposed amendment or assignment.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the

Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or any subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and the contract or any subcontract funded by the Grant Agreement, the Grant Agreement shall control.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is December 31, 2013, is the date by which the parties estimate that the TA will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (ii) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

9. USTDA Mandatory Contract Clauses

All contracts funded under this Grant Agreement shall include the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA Mandatory Contract Clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under this Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under this Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under this Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;

(e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;

(f) subcontractors from countries other than the United States or Host Country may not be used;

(g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

(h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

13. USTDA Project Evaluation

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report, the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries will include, but not be limited to, whether the Final Report recommendations have been or will be used to implement the Project, anticipated Project implementation timeline, and likely source of financing. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for this Project during the five-year period referenced above.

14. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the TA and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the TA and the Grant Agreement.

15. Representation of Parties

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by its Chief Executive Officer. The parties hereto may, by written notice, designate additional representatives for all purposes under this Grant Agreement.

16. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through an electronic medium that produces a tangible record of the transmission, such as a facsimile or e-mail message, and will be deemed duly given or sent when delivered to such party at the following:

To: Mr. Tran Dinh Phu
CEO/General Director
Saigon Water Supply Corporation (SAWACO)
Office #1
Cong Truong Quoc Te, District 3
Ho Chi Minh City, Vietnam

Phone: (84.8) 8. 227427
E-Mail: hcmcwater@hcm.vnn.vn

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009
E-Mail: grantnotices@ustda.gov and
south_southeast_asia@ustda.gov

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 12/13 1001
Activity No.: 2012-31025A
Reservation No.: 2012248
Grant No.: GH201231248

17. Implementation Letters

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by this Grant Agreement. USTDA may also issue implementation letters to (i) extend the estimated completion date set forth in Article 8(A) above, or (ii) change the fiscal data set forth in Article 16 above. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by this Grant Agreement.

18. Grant Agreement Amendments

Either party may submit to the other party at any time a proposed amendment to the Grant Agreement. A Grant Agreement amendment shall be effective only if it has been signed by both parties.

19. Termination Clause

Either party may terminate this Grant Agreement by giving the other party written notice thereof. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments that may be made pursuant to Clause I of the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This article and Articles 5, 12, 13, 14, and 21 of the Grant Agreement shall survive termination of the Grant Agreement.

20. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

21. U.S. Technology and Equipment

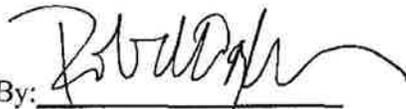
By funding this TA, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and Saigon Water Corporation, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the United States of America

For Saigon Water Corporation

By: 
Mr. Robert Ogburn
Acting Consul General


By: _____
Mr. Tran Dinh Phu
General Director

Date: September 7, 2012

Date: September 7, 2012

Witnessed:

Witnessed:

By: 


By: _____

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this Contract acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and _____ ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the _____ project ("Project") in _____ ("Host Country"). The Client and the Contractor are the parties to this Contract, and they hereinafter are referred to collectively as the "Contract Parties." Notwithstanding any other provisions of this Contract, the following USTDA Mandatory Contract Clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA Mandatory Contract Clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and the Contract or any subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

This Contract, and any amendment thereto, including any amendment to any annex thereto, and any proposed assignment of this Contract, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the Contract conforms to modifications required by USTDA during the Contract review process and the Contract has been formally approved by USTDA. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft Contract or a signed Contract to the attention of the General Counsel's office at USTDA's address listed in Clause N below.

(2) USTDA Not a Party to the Contract

It is understood by the Contract Parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this Contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The Contract Parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval

rights shall be made as a financier in the course of financing the TA and shall not be construed as making USTDA a party to the Contract. The Contract Parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any subcontract, jointly or separately; and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort, or otherwise, to the Contract Parties or the parties to any subcontract. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the Contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the period of performance of work provided for by this Contract, and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the TA. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, fax number, and e-mail address. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this Contract.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon Contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause H(3)(b)(iii) below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the Contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA. "

(ii) For Contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For Contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted to the attention of the Finance Department at USTDA's address listed in Clause N below, or by e-mail to invoices@ustda.gov.

I. Termination

(1) Method of Termination

Either Contract Party may terminate this Contract upon giving written notice to the other party and USTDA. This notice shall be effective after either 30 days, or any other period set forth elsewhere in this Contract. Furthermore, this Contract shall terminate immediately upon notification of USTDA's termination of the Grant Agreement or the term of availability of any funds thereunder.

(2) Ramifications of Termination

In the event that this Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for payment for the value of the work performed pursuant to the terms of this Contract. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the value of the work performed pursuant to the terms of this Contract.

(3) Survivability

Clauses B, D, G, H, I, and O of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

J. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

- (a)** One (1) complete hard copy of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) hard copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be *informative and contain sufficient Project detail to be useful to prospective equipment and service providers.*

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) hard copy of the Public Version of the Final Report to the Commercial or Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's address, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

“The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution.”

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

(g) The Client, USTDA, and the Commercial and/or Economic Section(s) of the U.S. Embassy in Host Country shall have irrevocable, worldwide, royalty-free, non-exclusive rights to use and distribute the Final Report.

K. Modifications

All changes, modifications, assignments or amendments to this Contract, including the appendices, shall be made only by written agreement by the Contract Parties hereto, subject to written USTDA approval.

L. TA Schedule

(1) TA Completion Date

The completion date for the TA, which is December 31, 2013, is the date by which the Contract Parties estimate that the TA will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

M. Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery. For example, the Contractor and its subcontractors shall fully comply with the requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 et seq.). Each Contract Party agrees that it shall require that any agent or representative hired to represent it in connection with the TA will comply with this paragraph and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

N. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.:	11 12/13 1001
Activity No.:	2012-31025A
Reservation No.:	2012248
Grant No.:	GH201231248

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Client nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

P. Export Licensing

The Contractor and all subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

Q. Contact Persons

The Client designates the following person as the contact person for matters concerning this Contract:

Name:
Title:
Phone:
Fax:
E-Mail:

The Contractor designates the following person as the contact person for matters concerning this Contract:

Name:
Title:
Phone:
Fax:
E-Mail:

If anyone designated by a Contract Party as a contact person ceases service as a contact person at any point during the ten-year period following the date of signing of this Contract, the Contract Party that had designated that contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

R. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for special, incidental, general, or punitive damages, or (ii) limit the total amount of damages recoverable to an amount less than the total amount disbursed to the Contractor pursuant to this Contract.

S. Arbitration

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

ANNEX 5

Annex 5

Terms of Reference

Objective:

The Saigon Water Corporation (SAWACO), the Grantee and Vietnamese state-owned water utility, plans to implement an Information and Communications Technology (ICT) program to enhance information management and operational efficiency within SAWACO. This USTDA-funded technical assistance (TA) for the ICT management project for the Ho Chi Minh City (HCMC) Water Supply Network will include improving the existing strategic plan for ICT management and developing an ICT implementation plan for the HCMC water supply network. The primary objectives of this project are the following:

- Enhance the information management and operational efficiency at SAWACO by improving the existing strategic plan for information management; and
- Develop an implementation plan for an ICT management system for the HCMC water supply network.

The tasks below provide the basis guidance to achieve these objectives.

Task 1: Kickoff Meeting, Stakeholder Consultations, and Work Plan

The Grantee shall provide the Contractor with all relevant documentation, data, and information available regarding the project. The Contractor shall subsequently complete the following subtasks:

Subtask 1.1: The Contractor shall review all of the information collected and/or provided by the Grantee.

Subtask 1.2: The Contractor shall prepare a detailed work program of TA execution, consistent with the tasks to be executed in the context of this TA and a proposal for the timeline of participation of key members of the Contractor team in the field. The Contractor shall send the detailed work program to the Grantee for review and approval.

Subtask 1.3: The Contractor shall meet with the Grantee to discuss the TA work program and address any concerns regarding the work program; clarify any changes and new developments related to the project, particularly related to ICT systems; identify and discuss the project with all relevant SAWACO departments and business areas; and identify and discuss the project with other stakeholders. The Contractor may also discuss the logistical support needed for consultant staff in HCMC to carry out TA tasks.

Deliverable – The Contractor shall prepare an inception report presenting the approved detailed work program for the TA and a document review summarizing the findings of reviewed information and discussions with the Grantee and stakeholders.

Task 2: Identify Business Drivers

Current strategic planning at SAWACO is based on the assumption that change has occurred and will continue to occur. In line with this assumption, the Contractor shall conduct the following subtasks to identify different categories of business drivers and the changes associated with them:

Sub-task 2.1: Business and Organizational Changes – The Contractor shall determine and evaluate ongoing events, such as changing customer expectations, management styles, economic conditions, and political climate and workforce issues.

Sub-task 2.2: Regulatory Mandates – The Contractor shall conduct interviews and surveys and employ other required methods to identify regulatory changes at SAWACO and Provincial People’s Committee (PPC) of HCMC related to water management.

Sub-task 2.3: Performance Improvements – In collaboration with SAWACO management, employees, and customers, the Contractor shall determine the prospective performance improvements that would result from ICT enhancements and initiatives.

Sub-task 2.4: Evaluation of the Perception on Changing Technologies – The Contractor shall discuss the effect of changing technologies with the regulators, vendors, SAWACO internal ICT staff, employees, and customers to evaluate current perceptions of changing technologies. The Contractor shall conduct this discussion with the emphasis on subjects including, but not limited to, the following questions:

- What emerging ICT technologies have the potential to change the required processes within ICT performance significantly?
- How will work processes change with the implementation and integration of GIS, SCADA, MIS, and ERP systems?
- How will expectations change when automatic meter reading is widely implemented within the SAWACO service area?
- What impact would ICT have on human capital already existing in the organization, and how should such resources be reallocated for best use with the least negative impact?

- How should the existing resources best be salvaged and reused for alternative application?

Sub-task 2.5: Identification of Cyber Security Requirements – The Contractor shall identify the cyber security threats associated with ICT functions and develop an outline of technology security needs.

Deliverable – The Contractor shall prepare a report outlining the findings of each task, current condition, anticipated change, and probable scenario evaluation to support the decision-making process.

Task 3: Review Current ICT Plan and Capabilities

The Contractor shall review the documents and information collected in Task 1 and Task 2 described above to gain a comprehensive knowledge about the current ICT plan and SAWACO capabilities. This task focuses on deriving such knowledge through the following sub-task activities.

Sub-task 3.1: Identify Key/Relevant Business Processes – Considering the goals and objectives identified by the SAWACO ICT executive committee, and using tools and methodologies including, but not limited to, interviews, surveys, and strengths, weaknesses, opportunities and threats (SWOT) analysis, the Contractor shall seek to identify business processes with potential for improvement. These processes should be prioritized not only according to the vision, goals, and objectives of the ICT plan itself, but also according to the vision, goals, and objectives of SAWACO as a whole. Evaluating potential improvement opportunities against organizational goals will help the Contractor identify key business processes to be investigated during the planning process.

Sub-task 3.2: Assess Current Conditions – The Contractor shall assess and document the current situation, including the core activities, existing functions, processes, organizational structure, and procedures within SAWACO that affect ICT service delivery. The Contractor shall identify current ICT architecture in SAWACO including, but not limited to, the following:

- Computers and peripherals;
- Internet/intranet;
- Local Area Network (LAN) and Wide Area Network (WAN);
- Client and network platforms;
- Enterprise resource planning (ERP) systems;
- Human resources information management systems;
- Billing and accounting systems;
- Customer Information System (CIS);
- Enterprise Asset Management System and Computerized Maintenance Management System (EAM/CMMS);
- Global information systems (GIS);
- Water distribution models;
- Hydrology and hydraulics models;

- Portals;
- Supervisory control and data acquisition (SCADA);
- Laboratory Information Management Systems (LIMS);
- System integration, sharing, and access to common data;
- Data security and protections; and
- ICT standards (e.g., platforms, protocols).

Sub-task 3.3: Identify Desired State - Based on industry-available tools and/or customary applications, the Contractor shall determine the desired state for the selected business processes. The Contractor shall determine the requirements to achieve this desired state and identify time constraints including redundant factors (e.g., “not until”) and factors forcing the change (e.g., “must change by”).

Deliverable – The Contractor shall provide a report that includes: a review of key business processes, an assessment of the current ICT architecture; a detailed assessment of the desired state for the Grantee’s business processes; and the ICT requirements to achieve the desired state of those processes.

Task 4: Gap Analysis

Based on the information and data collected and analysis from Task 1 through Task 3, the Contractor shall determine the gaps between where the organization is today and where the organization desires to be in the future. Most gaps represent opportunities (new applications or changes to the existing applications) for improvements. The Contractor shall identify the opportunities using tools, including “business process mapping,” and categorize them as short-term and long-term opportunities in the ICT plan.

Deliverable – The Contractor shall provide an assessment report that identifies the current state, desired future state, and the gaps that exist between the current and future states. The results of the analysis will present short- and long-term opportunities for ICT improvements at SAWACO. The Contractor will solicit the Grantee’s comments and approval before moving to the next stage, as discussed in Task 5.

Task 5: Alternatives Analyses

The Contractor shall obtain the results of the gap analysis from Task 4, identify project opportunities, and rank them based on the following factors:

- Relative importance for ICT vision;
- Relative importance for SAWACO project objectives;
- Impact on other processors;
- Likely cost of implementation;
- Adoption of local technologies compared to specialized assistance;
- Training and peripheral requirements; and
- Other factors that may be identified during the process.

Each project may have multiple solutions. The Contractor shall identify alternative solutions and perform alternative analyses. A “do nothing” alternative is one that should

be considered for all evaluations. In the assessment of alternative solutions, the Contractor shall note that small opportunities may have one clearly defined option; whereas, large opportunities merit several alternative analyses. For example, finance and accounting system alternatives might include “do nothing,” minor upgrades with the current vendor, major upgrades with the current vendor, a new product with the current vendor, or a full procurement process with a new vendor/application. For each alternative, the Contractor shall factor in such considerations as budget, time, interim staffing requirements, and support services wherever appropriate. The Contractor shall evaluate the results of each analysis, identify optimum results, and develop a project implementation plan with the clear objective of achieving SAWACO’s ICT vision.

Deliverable – The Contractor shall prepare a report that describes the process of alternative analysis, criteria developed, and the calculation and models developed to identify the priority projects. The Contractor shall provide the background information utilized in the analysis process, which would include capital cost, operational cost, technical appropriateness, and other rating criteria for vendor-provided data, technical specifications, research, and publication support acquired. The Contractor shall detail the short- and long-term benefits for each solution.

Task 6: Develop ICT Strategic Plan

On the basis of the analysis of Task 5, the Contractor shall develop an enhanced ICT strategic plan that offers an objective assessment of the SAWACO technical environment in terms of staff, equipment, and architecture; proposes a mission and vision for ICT in SAWACO; and recommends a detailed ICT architecture to close the gaps identified in Task 4. The ICT architecture shall include, but not be limited to, the following:

- Computers and peripherals;
- Internet/intranet;
- LAN and WAN;
- Client and network platforms;
- ERP systems;
- Human resources information management systems;
- Billing and accounting systems;
- CIS;
- EAM/CMMS;
- GIS;
- Water distribution models;
- Hydrology and hydraulics models;
- Portals;
- SCADA;
- LIMS;
- System integration, sharing, and access to common data;
- Data security and protections; and
- ICT standards (platforms, protocols, etc.).

The Contractor shall determine effective policies and ICT application priorities, define future governance process and ICT organizational structure, and develop ICT service delivery recommendations.

Deliverable – The Contractor shall submit an ICT strategic plan that will include an ICT assessment, detailed ICT architecture, and options for developing policies, standards, and guidelines that may be suitable for SAWACO. The draft report will be provided to SAWACO for comment; a final strategic plan report shall be prepared by incorporating suggestions and comments.

Task 7: Financial Analysis

The Contractor shall develop a financial analysis model with capital cost, operating cost, period of repayment, and other elements as identified in the process. The Contractor shall perform detailed financial analyses for the selected alternative solutions identified in Task 5, considering available and likely financial sources for the implementation. The Contractor shall identify and contact potential sources of financing to assess the likelihood of financing including, but not limited to, local and national government funding agencies, bilateral lending agencies such as the Asian Development Bank, the World Bank, Export-Import Bank of the United States and the Overseas Private Investment Corporation, and private sector financing.

Deliverable – The Contractor shall provide a report, including electronic spreadsheets describing the economic and financial analysis performed; a list of prospective financing sources contacted and a description of the conversations held with sources; and a business and operational model and financing plan.

Task 8: Develop ICT Implementation Plan

The Contractor shall develop a plan for SAWACO to implement the ICT strategic plan as set out in Task 6; this implementation plan would position the SAWACO ICT department to deliver service effectively and result in an ICT architecture that would better support critical business functions and allow more flexible access to information without compromising security.

Execution of the ICT implementation plan should focus on achieving the following objectives within the SAWACO organization:

- Implement computerized MIS;
- Assist with establishment of a SCADA system in the DCC of the transmission enterprise to improve control of water transmission to different districts of HCMC and optimize use of pumps;
- Update and improve GIS in SAWACO for use in planning and operation;
- Improve the availability and access to reliable and up-to-date operational information;
- Improve the Asset Inventory and Management system as a prerequisite for attracting interest from the private sector to collaborate in investment, management, or operational support;

- Improve billing and accounting systems;
- Expand the development of information and control systems;
- Improve human resources development; and
- Improve business and strategic planning.
-

The implementation plan should include a schedule and a budget. The budget shall include the cost for each activity and the potential for future savings. The Contractor shall describe the implementation plan requirements in terms of human resources and training, anticipated challenges during implementation, and possible measures for reorganization of required departments.

Deliverable – The Contractor shall provide a detailed ICT Implementation Plan.

Task 9: Stakeholder Presentation: Dissemination of Technology and Project Promotion

The Contractor shall organize a 1-2-day stakeholder presentation (“the Presentation”) for SAWACO to present the ICT strategic plan and implementation plan to the project stakeholders. The objective of the Presentation is to disseminate best practices in ICT for water supply management in HCMC and in Vietnam. The audience of the Presentation would include SAWACO management and employees, municipal government representatives, public utilities representatives, associations of engineers, and private sector providers of goods and services to the ICT in water supply management. The Contractor shall also send invitations to the companies included in the list of U.S. providers. The Contractor is not responsible for travel expenses of attendees to the workshop. The Grantee shall provide for logistics for the Presentation such as a venue for the Presentation that will accommodate up to 50 attendees and facilitate electronic media to be used by the Contractor during the Presentation. The Grantee may also provide for refreshments for the attendees during the Presentation.

Deliverable – The Contractor shall submit a report of Task 9 that will include the following:

- The content of the 1 to 2 day Presentation provided to participants selected by the Grantee;
- A brief document describing the opportunities for U.S. businesses in the ICT management in the water sector in Vietnam;
- Identification of U.S. technology and services that match the needs of SAWACO ICT management business processes;
- Identification of potential U.S. suppliers and service providers and qualified contractors; and
- Outreach and information programs for U.S. companies.

Task 10: Development Impact

The Contractor shall document the potential development impacts of the project. While specific attention should be paid to the immediate impact of the TA for SAWACO, the Contractor shall also include, where appropriate, additional developmental benefits of the project as a whole, including spin-off and demonstration effects such as the replication of unique technical activities. The Contractor's analysis of potential benefits shall be as concrete and detailed as possible and shall include short- and long-term benefits to the Host Country. The development impact factors are intended to provide Grantee decision makers and other interested parties with a broader view of the potential effects of the project. The Contractor shall detail only those benefits in the categories that are applicable by evaluating and providing estimates of the potential benefits in the following areas:

- **Infrastructure/Industry** – Implementation of ICT infrastructure for the improved operations of SAWACO's water treatment and distribution system.
- **Market-Oriented Reforms** – The Contractor shall provide a description of the regulations, laws, or institutional changes that are recommended and the effect they would have if implemented.
- **Human Capacity Building** – The Contractor shall address the level of technical capacity available for development and management of the proposed SAWACO ICT project. Key deficiencies shall be identified by the Contractor with recommendations for technical capacity enhancement to ensure success of the ICT project. The Contractor shall also include an assessment of applicable capabilities and deficiencies in terms of human capacity. The Contractor should identify the potential job creation, training needs, and skills acquired through SAWACO ICT project implementation.
- **Technology Transfer and Productivity Enhancement** – The Contractor shall provide examples of new (to Vietnam) technologies that may be utilized as a result of the implementation of the projects. The Contractor shall assess the productivity enhancements to the Grantee's water treatment and delivery systems that would be realized through implementation of the proposed project.
- **Additional Economic and Social Benefits** – The Contractor shall detail the additional potential economic and social benefits of the project as a result of the rehabilitation/upgrade/new technology implementation and integration systems of ICT.

Task 11: Final Report

The Contractor shall prepare and deliver to the Grantee a substantive and comprehensive Final Report of all work performed under the Terms of Reference (TOR). The Final Report shall serve as a basis for supporting the evaluation and improvement of ICT systems at SAWACO. The Final Report shall be organized according to the above tasks

and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause J of Annex II of the Grant Agreement.

The Final Report shall also include a comprehensive list of suppliers, including potential sources of U.S. equipment and services. Business name, point of contact, address, telephone, email, and fax numbers shall be included for each potential source.

The Contractor shall submit the Final Report in Vietnamese and English. The Contractor shall provide five (5) hard copies and one (1) electronic version of the Final Report to the Grantee and shall provide copies to USTDA in accordance with Clause J of Annex II of the Grant Agreement. Two copies of the public report shall be provided to the U.S.

Embassy in Vietnam. The electronic version of the Final Report shall include the following:

- Adobe Acrobat readable copies of all documents;
- Source files for all drawings in AutoCAD or Visio format; and
- Source files for all documents in MS Office 2003 or later formats.

If the Contractor purchases external, specialized software exclusively for the purpose of conducting this TA, the Contractor shall, to the extent permitted by law, deliver such software to the Grantee upon the conclusion of the TA.

ANNEX 6



USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

U.S. Firm Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number *[To be completed by USTDA]*

Activity Type *[To be completed by USTDA]*

Feasibility Study

Technical Assistance

Other (specify)

Activity Title *[To be completed by USTDA]*

Full Legal Name of U.S. Firm

Business Address (street address only)

Telephone

Fax

Website

Year Established (include any predecessor company(s) and year(s) established, if appropriate).
Please attach additional pages as necessary.

Please provide a list of directors and principal officers as detailed in Attachment A. Attached?

Yes

Type of Ownership

Publicly Traded Company

Private Company

Other (please specify)

If Private Company or Other (if applicable), provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in U.S. Firm, please complete Attachment B.

Is the U.S. Firm a wholly-owned or partially owned subsidiary?

Yes

No

If so, please provide the name of the U.S. Firm's parent company(s). In addition, for any parent identified, please complete Attachment B.

Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?

Yes

No

If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?

Yes

Not applicable

Project Manager

Name

Surname

Given Name

Address

Telephone

Fax

Email

Negotiation Prerequisites

Discuss any current or anticipated commitments which may impact the ability of the U.S. Firm or its subcontractors to complete the Activity as proposed and reflect such impact within the project schedule.

Identify any specific information which is needed from the Grantee before commencing negotiations.

U.S. Firm may attach additional sheets, as necessary.

U.S. Firm's Representations

U.S. Firm shall certify to the following (or provide any explanation as to why any representation cannot be made):

1. U.S. Firm is a [check one] Corporation LLC Partnership Sole Proprietor Other:
 duly organized, validly existing and in good standing under the laws of the State of:
 The U.S. Firm has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the USTDA Activity. The U.S. Firm is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The U.S. Firm has included herewith, a copy of its Articles of Incorporation (or equivalent charter or document issued by a designated authority in accordance with applicable laws that provides information and authentication regarding the legal status of an entity) and a Certificate of Good Standing (or equivalent document) issued within 1 month of the date of signature below by the State of:
 The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change in its status in the state in which it is incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the U.S. Firm nor any of its principal officers have, within the ten-year period preceding the submission of this proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the U.S. Firm, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the U.S. Firm. The U.S. Firm, has not, within the three-year period preceding the submission of this proposal, been notified of any delinquent federal or state taxes in an amount that exceeds US\$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The U.S. Firm has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself of its debts under any bankruptcy, insolvency or other similar law. The U.S. Firm has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The U.S. Firm certifies that it complies with USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The U.S. Firm shall notify USTDA if any of the representations are no longer true and correct.

U.S. Firm certifies that the information provided in this form is true and correct. U.S. Firm understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the U.S. Firm.

Name	<input type="text"/>	Signature	<input type="text"/>
Title	<input type="text"/>		
Organization	<input type="text"/>	Date	<input type="text"/>



ATTACHMENT B

USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

U.S. Firm Information Form – Shareholder(s) and Parent Company(s)

If applicable, U.S. Firm provided a list of shareholders and the percentage of their ownership. This form shall be completed for each shareholder that owns 15% or more shares in U.S. Firm, as well as any parent corporation of the U.S. Firm ("Shareholder"). In addition, this form shall be completed for each shareholder identified in Attachment B that owns 15% or more shares in any Shareholder, as well as any parent identified in Attachment B.

USTDA Activity Number [To be completed by USTDA]	
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Activity Title [To be completed by USTDA]	
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Full Legal Name of U.S. Firm	
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Full Legal Name of Shareholder	
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Business Address of Shareholder (street address only)	
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Telephone number		Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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Country of Shareholder's Principal Place of Business	
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Please provide a list of directors and principal officers as detailed in Attachment A. Attached?	Yes
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Type of Ownership	<input type="checkbox"/> Publicly Traded Company
	<input type="checkbox"/> Private Company
	<input type="checkbox"/> Other

If applicable, provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in Shareholder, please complete Attachment B.	
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Is the Shareholder a wholly-owned or partially owned subsidiary?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

If so, please provide the name of the Shareholder's parent(s). In addition, for any parent identified, please complete Attachment B.	
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Shareholder may attach additional sheets, as necessary.



ATTACHMENT C

USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

Subcontractor Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [<i>To be completed by USTDA</i>]	
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Activity Title [<i>To be completed by USTDA</i>]	
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Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")	
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Full Legal Name of Subcontractor	
----------------------------------	--

Business Address of Subcontractor (street address only)	
---	--

Telephone Number	
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Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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Subcontractor Point of Contact

Name	Surname	
	Given Name	

Address	
---------	--

Telephone	
-----------	--

Fax	
-----	--

Email	
-------	--

Subcontractor's Representations

Subcontractor shall provide the following (or any explanation as to why any representation cannot be made), made as of the date of the proposal:

1. Subcontractor is a <i>[check one]</i>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
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duly organized, validly existing and in good standing under the laws of: _____ .

The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the U.S. Firm is selected, to execute and deliver a subcontract to the U.S. Firm for the performance of the USTDA Activity and to perform the USTDA Activity. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. Neither the subcontractor nor any of its principal officers have, within the ten-year period preceding the submission of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.

4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

6. The Subcontractor certifies that it complies with the USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The Subcontractor commits to notify USTDA, the Contractor, and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The selected Subcontractor shall notify the U.S. Firm, Grantee and USTDA if any of the representations included in its proposal are no longer true and correct.

Subcontractor certifies that the information provided in this form is true and correct. Subcontractor understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the Subcontractor.

Name		Signature	
Title			
Organization		Date	