

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

CHINA AIR QUALITY MANAGEMENT PROGRAM

Submission Deadline: **4:00 PM**
LOCAL TIME
November 28, 2013

Submission Place:

Liu Ming
Vice Director
Jiangsu International Environmental Development Center
14th Floor, 7 Xikang Road, Nanjing , 210024
CHINA

Phone: (8625) 83201512

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.

N.B.: Any and all questions pertaining to the RFP should be sent to:
RFPQuestions@ustda.gov

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\$842,584 to the Ministry of Environmental Protection of the People's Republic of China (the "Grantee") in accordance with a grant agreement dated September 9, 2013 (the "Grant Agreement"). This Grant will fund a Feasibility Study ("Feasibility Study") to support the development of an air quality management program ("Project") in China ("Host Country"). This project will help China accelerate sustainable improvements in air quality by sharing best practices of U.S. cities and states and fostering deployment of U.S. pollution control expertise and technologies, enabling China to achieve and exceed PM_{2.5} reduction targets and support control of climate pollutants.

The Grant Agreement is attached at Annex 3 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

Rapid industrialization, rural to urban migration and growth in power demand and vehicles over the past two decades has made China the world's leading emitter of sulfur dioxide (SO₂), nitrogen oxides (NO_x), mercury, black carbon, carbon dioxide (CO₂), and methane. Many of these pollutants have contributed to serious urban and regional air quality challenges over the past decade, including contributions to higher pollution concentrations through global transport. According to an evaluation conducted by the Chinese government, two-thirds of the 338 Chinese cities with available air quality data suffer from "moderate" or "severe" air pollution. Particulate matter is now the fourth leading cause of death in China. In addition to these human health costs of air pollution, industrial emissions-induced acid rain, which falls on an estimated 30% of the country, causes \$4.8 billion worth of crop damage annually, according to the World Bank.

Recent extreme air pollution episodes in Beijing and eastern China affect about half of the Chinese population. As a result, China's leadership has tasked every ministry to develop its own agenda for addressing air pollution and is reaching out internationally for know-how and controls, creating a unique opportunity for U.S. air quality expertise and control technologies suppliers to engage with China to create sustainable solutions. The Ministry of Environmental Protection is the lead Ministry in developing regulations, standards and recommended practices for improving China's air quality.

1.2 OBJECTIVE

The objective of this Study is to develop a model air quality management program that demonstrates U.S. air pollution control best practices and technologies. The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 4.

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\$842,584. **The USTDA grant of US\$842,584 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\$842,584 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 2 and 3, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called China Air Quality Management Program Feasibility Study.

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 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 Feasibility Study.

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 Feasibility Study.

2.4 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$842,584.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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 2.

2.11 LANGUAGE OF PROPOSAL

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

2.12 PROPOSAL SUBMISSION REQUIREMENTS

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

Liu Ming
Vice Director
Jiangsu International Environmental Development Center
14th Floor, 7 Xikang Road, Nanjing , 210024
CHINA
Phone: (8625) 83201512

An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 PM (local time), on NOVEMBER 28, 2013.

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.

2.13 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 eight (8) copies 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.

2.14 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.

2.15 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.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for NINETY (90) 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.

2.17 EXCEPTIONS

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

2.18 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.

2.19 RIGHT TO REJECT PROPOSALS

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

2.20 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 2. 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.

2.21 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.

2.22 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.

2.23 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 3.

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\$842,584, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. 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 5. 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 Feasibility Study. 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 Feasibility Study.

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 Feasibility Study.

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 Feasibility Study. 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 Feasibility Study 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:

1. Knowledge of and demonstrated experience with U.S. air quality planning and management practices and programs, including knowledge of and experience with air quality modeling and monitoring, data analysis, economic (cost/benefit) analysis, state implementation planning, air permits, and air pollutant emissions control technologies and measures. (35 points)
2. Experience working in China on environmental issues, including air quality related programs and ability to do this over the course of the contract. (25 points)
3. Experience organizing and conducting workshops and training, particularly training in other cultural and language environments. (20 points)
4. Understanding of and demonstrated ability to work effectively in the context of the cultural/social/political differences between China and the U.S. (10 points)

5. Demonstrated ability and experience coordinating work groups composed of academic, technical, policy and administrative staff from diverse backgrounds (programmatic, cultural, professional, industry, NGOs, language differences, etc.). (10 points)

TOTAL: 100 points

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

Price will not be a factor in contractor selection.

ANNEX 1

Liu Ming
Vice Director
Jiangsu International Environmental Development Center
14th Floor, 7 Xikang Road, Nanjing , 210024
CHINA

Phone: (8625) 83201512

China Air Quality Management Program Feasibility Study
USTDA Activity No. 2013-61030A

POC: Jennifer Van Renterghem, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009, Email: RFPQuestions@ustda.gov. China Air Quality Management Program Feasibility Study. 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 develop a feasibility study for an air quality management program based on U.S. best practices and technologies. The project will also disseminate information on U.S. clean air technologies in this sector through a series of workshops tied to the air quality management plan development.

The project, developed in cooperation with the U.S. Environmental Protection Agency (EPA), will assist China's Ministry of Environmental Protection (MEP) to meet their goals for reducing air pollution across the country through developing an air quality management plan based on U.S. best practices and technologies. MEP has identified 10 regions of China as priority areas for remediating air pollution and this project will target one of these; specifically, Jiangsu province. The project will work with EPA and MEP, as well as officials from the Jiangsu EPB, to develop a model regional air quality plan. This plan will reflect and adapt best practices of U.S. air quality management programs and regulations, as well as highlight appropriate U.S. advanced pollution assessment and control technologies based on the priority pollution sources. Further, the study will include an assessment of the source of pollutants, including industrial processes such as chemical and electricity production, particulate matter, volatile organic compounds, and transportation. Based on these findings, the program will hold a series of training workshops in developing the model air quality plan that would highlight relevant U.S. companies and technologies. These trainings will help disseminate the information to other Chinese cities and regions to assist them in developing air quality plans and enhancing capacity to implement plans and programs to reduce PM2.5 and other air pollution (e.g., ozone).

The U.S. firm selected will be paid in U.S. dollars from a \$842,584 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/desk study 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/businessopp/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 Chinese directly to the Grantee by 4:00 PM, NOVEMBER 28, 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



**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 3



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 the Ministry of Environmental Protection of the People's Republic of China ("Grantee") USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$842,584 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Air Quality Management Program Technical Assistance ("Project") in the People's Republic of China ("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 acting through a designated entity and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("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 Study ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study 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.

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 Study. 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 Study that they were not selected. The Grantee and the Contractor then shall enter into a contract for performance of the Study.

(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 Study. 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 Study 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 Study 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. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is September 30, 2016 is the date by which the parties estimate that the Study 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 Study 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 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 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 deminimis 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 deminimis 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 Study 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 Study 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 Department of International Cooperation. 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: Ministry of Environmental Protection of P.R.C.
115 Xizhimennei Nanxiaojie
Beijing, 1000035
CHINA

Phone: (8610) 66556523
Fax: (8610) 66556521
E-Mail: wangqian@mep.gov.cn

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
castasia@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 13/14 1001
Activity No.: 2013-61030A
Reservation No.: 2013238
Grant No.: GH201361238

17. Implementation Letters

To assist the Grantee in the implementation of the Study, 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 Study, 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 Study, 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.

22. Governing Law

This Grant Agreement shall be governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of federal law, the laws of the State of New York shall apply.

23. Counterparts

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes.

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IN WITNESS WHEREOF, the Government of the United States of America and the Ministry of Environmental Protection, 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 the Ministry of
Environmental Protection
of the People's Republic of China

By: 

By: 

Date: 9/9/2013

Date: 2013.9.9

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 the Ministry of Environmental Protection ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Air Quality Management Program Technical Assistance project ("Project") in the People's Republic of China ("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 Study 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 Study 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 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 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 Study. 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. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is September 30, 2016 is the date by which the Contract Parties estimate that the Study 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 Study 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 13/14 1001
Activity No.:	2013-61030A
Reservation No.:	2013238
Grant No.:	GH201361238

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 deminimis 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 deminimis 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 4

TERMS OF REFERENCE

Development of a Model Air Quality Management Plan that Demonstrates U.S. Air Pollution Control Best Practices and Advanced Technologies

Background

Rapid industrialization, rural to urban migration and growth in power demand and vehicles over the past two decades has made China the world's leading emitter of sulfur dioxide (SO₂), nitrogen oxides (NO_x), mercury, black carbon, carbon dioxide (CO₂), and methane. Many of these pollutants have contributed to serious urban and regional air quality challenges over the past decade, including contributions to higher pollution concentrations through global transport. Recent extreme air pollution episodes in Beijing and eastern China affect about half of the Chinese population. Comparable to deadly smog events in 1940's U.S. (Denora, PA; Los Angeles) and 1950's London, the episodes have garnered international attention and resulted in unprecedented pressure from within China to address the public health impacts and improve air quality. As a result, China's leadership has tasked every ministry to develop its own agenda for addressing air pollution and is reaching out internationally for know-how and controls, creating a unique opportunity for U.S. air quality expertise and control technologies to engage with China to create sustainable solutions.

The proposed project would build on long-standing U.S.-China bilateral engagement on regional air quality and power sector projects that have greatly improved China's capacity to address air quality problems, increased trust and information sharing, and contributed to the development of new goals and policies. During a recent study tour of the U.S., Ministry of Environmental Protection (MEP) officials expressed a strong desire to pilot U.S. air quality management best practices, and employ appropriate control technologies used in the U.S., and as part of their current requirements to implement air quality improvement plans in targeted regions and cities in China. This project would help China accelerate sustainable improvements in air quality by sharing best practices of U.S. cities and states and foster deployment of U.S. pollution control expertise and technologies, enabling China to achieve and exceed PM_{2.5} reduction targets and support co-control of climate pollutants.

OBJECTIVES

The objectives of this project are to:

- i. Develop a model regional air quality plan to reduce PM_{2.5} and other key air pollutants (e.g., ozone, sulfur dioxide, nitrogen oxides) to target levels, based on U.S. best practices, for Jiangsu Province (Jiangsu). This plan shall reflect and adapt best practices of U.S. air quality management programs and highlight appropriate advanced pollution assessment and control technologies, including those developed by U.S. companies, based on the priority sources to be controlled and technologies for the prevention and control of air pollution. This plan will be developed in consultation with MEP, the relevant environmental officials in the selected region or city cluster, and U.S. EPA, so that the resulting plan can be effectively implemented in Jiangsu Province.
- ii. Identify key air pollution and sources to be controlled in the model air quality plan and procedures for forecasting and addressing serious air pollution episodes. This

plan will focus on near term required air pollution reduction targets as well as lay out long term strategies for air quality improvement in Jiangsu province.

- iii. Implement a training workshop based on the model regional air quality plan that can be used in other cities and regions to assist them in developing air quality plans and enhancing capacity to implement plans and programs to reduce PM2.5 and other air pollution.

To facilitate the attainment of these objectives, this project incorporates a series of workshops so that the scope of work is developed and executed in a collaborative process between the Contractor and the Grantee. Workshop presentation and training materials will be prepared in both English and Chinese to ensure comprehension by all participants.

PILOT REGION

THE PILOT REGION WILL BE JIANGSU PROVINCE.

PROPOSED TERMS OF REFERENCE

The Contractor shall perform the technical reviews, analyses, assessments, development of technical specifications, full economic cost-benefit analysis, financial feasibility analysis including financial modeling, and all the related activities required to attain the objectives of this Study and Project. The following describes in detail the specific Tasks to be undertaken.

Task 1: Kickoff Meeting

The Contractor shall hold an initial kickoff meeting with the Grantee in Jiangsu Province to introduce the key members of the project team, review the scope of work to be performed under the Terms of Reference, and develop a project schedule and communication protocols. The Grantee's goals and objectives for the project shall also be reviewed and discussed. Target dates for key project milestones, future meetings and workshops shall be defined.

The kickoff meeting will include up to 2 EPA experts/program managers and up to 2 MEP experts/program managers as well as program managers from the Jiangsu Environmental Protection Bureau.

During this Task, the Contractor and the Grantee shall also agree on the overall approach of the TA, the technical standards to be used for evaluating the levels of air pollution in Jiangsu Province, the availability and reliability of relevant data, and the key stakeholders to be involved in the Air Quality Management Plan preparation process.

Finally, the Contractor and the Grantee shall determine the relevant technical documents, previous study reports, policy reports, and technical specifications for the development of the air quality management plan. Examples of these include, but are not limited to:

- 12th Five Year Plan on air pollution prevention and control in key regions (December 2012);
- China State Council guidance on regional joint control of air pollution;
- Relevant implementation plans and objectives under the 12th Five Year Plan;

- National, provincial, and local regulations and requirements for air pollution control, etc.),
- Results of air quality assessments in Jiangsu Province;
- Past or current air pollution control plans for Jiangsu Province ,
- Transportation plans (public transportation, roads, etc.) in Jiangsu Province , and
- Other relevant information to support the development of a model air quality management plan.

The Grantee shall make copies of the above, and other relevant documents, available to the Contractor.

Task 1 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task.

Task 2: Information Collection and Review

The Contractor shall conduct a comprehensive review of the aforementioned, and other relevant, documents and reports. The purpose of this review is to better understand the ongoing efforts undertaken by the Ministry of Environmental Protection (MEP) in terms of air pollution control, and to understand current air quality conditions in the various regions of the country in general, and in Jiangsu Province in particular.

Under this Task, the Contractor shall work closely with MEP, the Clean Air Alliance of China, the Energy Foundation, and other relevant government, academic and NGOs in the sector for a detailed review of the “12th Five-Year Plan on Air Pollution Prevention and Control in Key Regions”. The purpose of this detailed review is to understand the details of the air quality challenges and relevant plans, programs, requirements and deadlines that Jiangsu Province will be subject to in this plan.

Once the Contractor has developed a better understanding of air quality conditions and challenges in Jiangsu, the Contractor shall work closely with the EPA and relevant U.S. industry associations and companies to identify no less than 7 case studies throughout the U.S. that are similar to some of the challenges identified in the 12th Five-Year Plan. The case studies shall be chosen so that they:

- Provide a diverse range of air quality challenges;
- Represent air quality challenges in as wide a range of regions in China as possible;
- Have a similar nature to the local air quality challenges;
- Highlight key sources relevant to Jiangsu province (i.e., coal fired boiler and power plants, iron and steel industry, cement and construction material industry, and petrochemical industry) and best available technologies for controlling air pollution from these sources;
- Have documented information and data on how the case was mitigated in the US;
- Cover a range of mitigation measures that were used such as policies (regulations, permits, emission standards, etc.), use of technology, monitoring, etc., and

- Involve the development of, or response to, a policy, program, plan, or monitoring and assessment program.

At the end of this Task, the Contractor shall present to MEP, and Jiangsu EPB, the main findings of this review. This shall also demonstrate the relevance of the identified case studies to some of the current challenges faced in various regions of China, with the intent of conducting a number of workshops presenting those case studies, and how they could be of relevance in planning for and mitigating air quality problems in China.

Once approved by the MEP, and Jiangsu EPB, the Contractor shall then work with both agencies to determine which cities in Jiangsu and other local and regional MEP offices shall be included in those workshops. The Contractor shall also agree with MEP on a tentative workshop schedule, and determine points of contact in each participating office.

Task 2 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task. This report shall include, but not be limited to, a report summarizing the findings of the review of the “12th Five-Year Plan on Air Pollution Prevention and Control in Key Regions”, and the relevant case studies in the U.S. that are to be presented through workshops.

Task 3: Preparation for Case Study Workshop(s)

Working closely with the EPA, the Contractor shall design a workshop curriculum that covers the case studies identified in the previous task. For each case study, the curriculum shall detail the following:

- History and cause of the problem,
- Resemblance of problem to those in China,
- Action taken by the authorities (local and federal),
- Team building to mitigate the problem,
- Detailed description of mitigation and remediation problems,
- Detailed description of technology used,
- Policy initiatives that had to be undertaken,
- Monitoring and evaluation,
- Successes/failures, and
- Applicability to the local conditions.

In addition to the preparation of the curriculum, the Contractor shall work with the EPA to identify and reach out to some of the key U.S. industries and stakeholders that were actively involved in those case studies. The Contractor shall also reach out to, and communicate with, U.S. consultants and pollution prevention equipment manufacturers to identify air pollution control and mitigation cases that they were involved in, and that resemble the challenges identified in China in Task 2. This communication shall focus on U.S. companies that already have a presence in China, or are known to have an interest in entering the Chinese air pollution prevention markets. Therefore, it should be also coordinated with the Foreign Commercial Section at the U.S. Embassy in China, and the Environmental Working Group in the International Trade Administration. As part of the communication with U.S. consultants and equipment manufacturers, the Contractor shall solicit commitments from some of those representatives to participate in the workshops to take place in China as key

speakers to describe their involvement and approach to the various challenges, and present how their technologies were utilized to control and mitigate air pollution challenges in the U.S.

Once the curricula are finalized, and the workshop speakers identified and confirmed, the Contractor shall present the workshop materials and the profiles of the speakers to the MEP for approval.

Task 3 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task. This report shall include, but not be limited to, workshop curriculum detailing the various case studies to be presented and detailed profiles of the speakers and the level of their involvement in the various case studies.

Task 4: Conduct of Case Study Workshop(s)

Working closely with MEP, the Contractor shall organize and hold three workshops covering the case studies in three different cities of Jiangsu Province to be agreed upon with Jiangsu EPB and MEP. The final location of the workshops will be determined by Jiangsu EPB. Jiangsu EPB will also be responsible for providing the venue for the workshop and issuing all the invitations, while the Contractor shall be responsible for the logistics, including, but not limited to travel and lodging of speakers, training materials, workshop aids and equipment, and provision of interpretation and translation services. The Contractor shall not be responsible for travel, lodging and meal costs for participants in the workshops from the Chinese side.

Each workshop is expected to have 40 participants. These individuals shall be senior level officials from MEP and from the relevant City/Provincial Environmental Protection Bureaus (EPBs), environmental research institutes (e.g. Chinese Research Academy of Environmental Sciences (CRAES), Chinese Academy for Environmental Planning (CAEP), Chinese National Environmental Monitoring Center, the Academy of Environmental Sciences and Environmental Monitoring Center from Jiangsu province), and universities (e.g., Tsinghua University, Peking University, etc.) and relevant stakeholders, including those representing the major air emission source industries in the region, the DRC, public health organizations, transportation department, and others. In addition, up to 2 EPA experts will participate in each of the workshop(s).

Each workshop shall be held over the course of two days, with the first day being dedicated to presenting the case studies. The second day will be partly dedicated to participating U.S. technology manufacturers presenting how their technology was successfully used in the selected case studies, and partly dedicated to discussions of air quality management planning in general. This second part of the second day shall involve work group discussions with various participants requested to briefly present and discuss ongoing efforts in their cities.

Task 4 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task. This report shall include, but not be limited to, a report on the workshops including all materials presented, as well as listing participants and main points of discussions.

Task 5: Assessment of Pilot Province (Jiangsu)

Working in close coordination with Jiangsu EPB, the Contractor's study team shall visit Jiangsu Province and some of its main cities that are known for air pollution challenges in order to conduct a more detailed assessment of the conditions related to air pollution. The visits shall also include the following:

- Meetings with the environmental protection bureaus in Jiangsu province and cities to better understand their challenges related to air pollution. Those meetings will also involve conducting institutional and capacity assessments to help the Contractor better understand the bureaus' technical abilities and capacity building needs to develop and implement an Air Quality Management Plan.
- Meetings with the relevant management and technical staff at the local environmental bureaus in these cities to better understand their ongoing efforts to minimize air pollution. This will include understanding key successes and shortcomings of any ongoing programs, and better understand current approaches, technology and equipment that are being used.
- Meetings with the relevant management and technical staff at the local environmental bureaus in these cities to understand and evaluate the current permitting and licensing programs for major potential polluters.
- Visits to major sources of air pollution in and around these cities, such as major industries and holding meetings with some industries to better understand what efforts are being undertaken at the source level, and the willingness of such stakeholders to be part of the air quality management planning and implementation process.
- Meetings with other governmental (e.g., Ministries of Trade, Industry, Economy) and non-governmental entities (e.g., chambers of commerce, chambers of trade) to gather information on the main polluting industries and economic activities in terms of their contribution to the local and national economy.

Task 5 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task.

Task 6: Kick-off Training Workshop in Pilot Province (Jiangsu)

Upon completing the assessment in Task 5, the Contractor shall meet with relevant environmental officials of Jiangsu EPB and associated institutes. In those meetings, the Contractor shall review and discuss the goals, objectives, timeline and expected results for the project and the relative roles of the Contractor, Grantee, and city/provincial officials.

During this visit to Jiangsu, the Contractor shall organize a training workshop to provide an overview of the key elements of the U.S. air quality management process, including state implementation planning, permitting programs (pre-construction and operating), new source performance standards, mobile source control programs, public review and comment, monitoring, and assessment. This training shall also include a presentation of two to three U.S. case-studies on air quality management of PM_{2.5}. The training will also include lessons learned from the U.S. experience and suggestions on how to adapt key elements to the Chinese situation.

The Contractor shall work with the U.S. EPA to identify experts to provide this information. The Contractor shall also draft the agenda and submit it for review and approval to MEP and Jiangsu EPB, collect from the presenting experts their presentations, and provide the training materials in both English and Chinese.

The Contractor shall prepare kickoff meeting and workshop agenda and training materials in MS PowerPoint format and provide the Grantee and meeting attendees with materials in both hard and soft copy formats in both Chinese and English. The Contractor shall organize the training and provide all training materials, signage, necessary translation of presentations and interpretation for the workshop. The Contractor is not required to cover travel, lodging and meal costs for workshop participants from the Chinese side. The Grantee shall provide a facility for the workshop and identify appropriate personnel (up to 30 individuals) to participate in the Training Workshop. These individuals shall be senior level officials from MEP and from the relevant City/Provincial Environmental Protection Bureaus (EPBs), environmental research institutes (e.g. Chinese Research Academy of Environmental Sciences (CRAES), Chinese Academy for Environmental Planning (CAEP), Chinese National Environmental Monitoring Center, the Academy of Environmental Sciences and Environmental Monitoring Center from Jiangsu province), relevant academic experts (e.g., Tsinghua University, Peking University, Jiangsu universities, etc.), and, as necessary, relevant stakeholders including those representing the major air emission source industries in the region, the Development Research Center (DRC), public health organizations, transportation department, and others. The individuals/organizations nominated to participate in the program shall be available to participate throughout the duration of the study to ensure a comprehensive experience. In addition, up to 2 EPA experts will participate in the workshop.

Task 6 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task.

Task 7: Developing Model Air Quality Management Plan

Guided by the China national air quality improvement goals, the Contractor shall work with the Grantee and representatives from Jiangsu Province to assist the selected three cities in Jiangsu Province to prepare a model air quality management plan. This plan shall take into consideration the relevant characteristics of the three cities, and should include necessary control measures, relevant laws and policies, optimum pollution abatement technologies and equipment, monitoring of effects, and methods for assessing progress. Specifically, the Contractor shall ensure that plan includes the following elements:

- Assess the current status of air pollution in the pilot region. The Grantee shall use technical guidance provided by the Contractor (e.g., environmental quality assessment methods, technology for monitoring and analysis of aerosols, pollutant speciation, and photochemical reaction) to compile and analyze recent PM_{2.5} ambient monitoring data, and any data on the composition of PM_{2.5} concentrations (e.g. sulfate, nitrate, organic carbon, elemental carbon, and other direct PM_{2.5}). Analyses should be presented in terms of annual average and 24-hour PM_{2.5} averages. In the absence of any existing reports, Contractor shall work with the Grantee to estimate contributions to PM_{2.5} ambient concentrations from sources

within the pilot region/city area, and from sources in geographic regions outside the pilot region/city. These estimates can be developed using air quality modeling or other techniques.

- Develop current (“baseline”) and projected (“future year”) emission inventories. The Contractor shall provide technical guidance on compiling emissions inventories (including use of emission factors, relevant models, and readily available inventory platforms) for the preparation of emissions inventories and the Grantee shall be responsible for developing the emissions inventories. The emissions inventory should include the key industries and sectors contributing to air pollution in Jiangsu Province (e.g. mobile sources, petrochemical industry, utility and industrial boiler, etc.) and key pollutants (PM_{2.5}, SO₂, NO_x, VOC, and ammonia). The current (“baseline”) inventory should include the most recent years available and could be drawn from existing regional inventories (e.g., Yangtze River Delta, etc.). The projected (“future year”) inventory should be a target year determined by the Grantee based on expected implementation of the air quality management plan (for instance, 2017, 2020) and estimate emissions changes due to 1) reductions due to ongoing and existing regulations for the stationary, mobile, and area sources in the pilot region/city area, 2) projected growth in emissions from existing and new sources, and 3) reduction in emissions due to projected shutdowns of existing sources. (Note: The baseline and future year inventories are necessary to conduct air quality, cost benefit and other analysis needed for the air quality management plan.) The Contractor shall also provide guidance on maintaining, managing and regularly updating the emission inventory if procedures do not already exist. ,
- Develop control strategy. Based on the identification of key source sectors, the Contractor shall identify the pollution abatement technologies and approaches to reduce emissions contributing to PM_{2.5} and other key air pollutant concentrations. Information on pollution controls can include capital costs of control technologies, operation and maintenance costs, time needed for installation, and overall cost per ton of pollutant reduced. The control technologies identified here at a minimum should be consistent with the control technologies specified for implementation in the “Twelfth Five-Year Plan on Air Pollution Prevention and Control in Key Regions,” provided to the EPA in April 2013. The Contractor shall recommend air pollution prevention and controls chosen from the available measures along with estimates of the total abatement of key pollutants after implementing the recommended measures. This recommendation would also identify the geographic region for implementation, outline the recommended steps (i.e., policies, regulations, guidance, etc.) for putting these measures in place, and include procedures for tracking progress and ensuring compliance with the measures and plan.
- Conduct cost and benefit analysis of control strategy. The Contractor shall conduct modeling analyses to define the expected level of emission reduction and air quality improvement that could be achieved with implementation of specified control strategy options on key source sectors. This analysis shall evaluate potential air quality improvements from source emission reductions from within the pilot region and from outside the pilot region. Using this information, the Contractor shall guide the Grantee in assessing the costs and benefits of achieving the plan objectives

(versus a no plan/control scenario) using the BenMAP-CE model (for health impacts assessment and valuation) and available cost models (for control cost estimation).

- Enhance urban and regional air quality monitoring. The Contractor shall work with the Grantee and representatives from Jiangsu Province to assess the existing urban and regional air monitoring network and recommend enhancements. This shall include providing technical guidance on monitor technology and siting, monitoring for regional transport and photochemical assessment, monitoring index, analytical methods and equipment, and quality assurance of ambient monitors and monitoring data.
- Assess progress and ensure compliance. The Contractor and Grantee shall work together to develop a set of procedures and actions for assessing progress in achieving objectives of the plan and ensuring compliance with control measures in the plan, including: emission monitoring, reporting and verification procedures (including use of satellite and other observational data); operation of continuous emission monitors on key sources where possible; annual reporting, assessment and archiving of air quality monitoring data; development of updated emission inventories; air quality modeling; inspections; and regular progress reports to key managers and government officials.

The Contractor shall provide for any other plan elements deemed necessary for the effective implementation of the plan.

The Contractor shall organize a 3-day expert workshop in Jiangsu Province for stakeholders to discuss the current technology and policy, where the key issues are to have huge improvement in air pollution prevention and control, ways to effectively adapt US best practices and lessons learned to the Chinese situation. The workshop shall also include a review by the participants of the key elements of the plan, the steps to be taken to effectively implement the plan, the costs and benefits of plan achievement, and obstacles and challenges that may prevent achievement of the objectives.

The Grantee shall provide a facility for the workshop and identify appropriate personnel to participate (up to 50 individuals). These individuals shall be senior level officials from MEP and from the relevant City/Provincial EPBs in Jiangsu Province, environmental research institutes (e.g. CRAES, CAEP, NEMC, the Academy of Environmental Sciences and Environmental Monitoring Center from Jiangsu province and other selected cities), relevant academic institutions, and as necessary, relevant stakeholders including for example those representing the major air emission source industries in the region, public health organizations, transportation department, and others. In addition, up to 4 EPA experts will participate in the workshop. The Contractor shall organize the training and provide all training materials, signage, necessary translation of presentations and interpretation for the workshop. The Contractor is not required to cover travel, lodging and meal costs for workshop participants from the Chinese side.

Task 7 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task. This report shall include, but not be limited to, the analysis completed in developing the Air Quality Management Plan and the training materials.

Task 8: Equipment, Technology and Services and U.S. Sources of Supply

Based on the plan developed in Task 7, the information gathered from previous tasks, and the case studies covered in the previous workshops, the Contractor shall develop a list of technologies available for air quality planning and management, including assessing and controlling sources of PM2.5 and precursors (and ozone, as appropriate) that are needed for the implementation of the developed management plan.

To this end, the Contractor shall conduct a technology screening exercise that focuses on the specific commercially available air quality technologies. The Contractor shall provide a detailed description of the status of the various technology applications and developments that may be pertinent to the selected city. The Contractor shall also provide a detailed description and assessment of the various technologies, including but not limited to technology characteristics, and any public information available to the Contractor regarding the current status of each technology and its availability; ownership and licensing requirements, environmental considerations; economic assessment; infrastructure requirements; and definition of technical and commercial risks.

The Contractor shall also identify potential U.S. sources of supply of the equipment, technology and services related to air quality planning and management and air pollution control. The Contractor shall prepare a list of suppliers, organized by type of product or service, which shall include company name, contact information, contact person and a general description of products and services that may be procured from each company.

Task 8 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task.

Task 9: Organize and Hold a Final Workshop

Once the Air Quality Management Plan for the selected city and the technology screening are completed, the Contractor shall organize a final dissemination workshop. This workshop is intended to present the Management Plan to the cities/regions that participated in the earlier workshops, and to allow manufacturers of technologies identified in Task 8 to display and present some of their products.

This workshop will include a detailed presentation of the final development of the Air Pollution Management Plan, the results of assessments, including cost and benefits assessments, and a detailed presentation of the technologies that are recommended for the implementation of the plan. The other part of the workshop will resemble a technology exposition involving U.S. manufacturers identified and interested in participating to display their products and technologies that are relevant to the developed management plan and other air pollution challenges identified in China through the previous Tasks. This part of the event will include display booths for interested U.S. manufacturers to display their equipment, short lectures on various technologies, poster sessions on various technologies, and one-on-one meetings between technology manufacturers and interested governmental agencies. In addition, up to 4 EPA experts will participate in the final workshop to present relevant U.S. air quality management program and policy information (s).

As part of this Task, the Contractor shall:

1. Finalize the venue and main theme of the workshop with MEP and the EPA,
2. Work with the EPA on finalizing the types of technologies defined in Task 8,
3. Identify key relevant US associations in the US and Asia,
4. Identify and communicate with key US technology manufacturers and service providers,
5. Communicate with US technology manufacturers, service providers, and relevant professional associations to gauge interest in participation in the workshop,
6. Coordinate with MEP on participation from the Chinese side,
7. Arrange all invitations and confirmations,
8. Arrange travel and lodging arrangements for participants,
9. Arrange shipping and customs for participants displaying technologies, and
10. Manage the event itself and organize the displays, one-on-one meetings, technology booths, etc.

Task 9 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task.

Task 10: Environmental and Developmental Benefit Review

The Contractor shall review the potential environmental and development benefits of the Project. Anticipated direct and indirect positive environmental impacts related to the Project shall be reviewed and detailed. The Contractor shall also detail benefits in four different categories of development that USTDA tracks: Infrastructure, Human Capacity Building, Technology Transfer and Productivity Gains, and Market Oriented Reforms. The Contractor's analysis shall consider the near term benefits, but also as appropriate, any additional long term developmental benefits to China from the projects.

The development factors are intended to provide the Grantee with a broader view of the Project's potential benefit to China as well as provide information for USTDA Program Evaluation. The Contractor shall produce a benefit review report including the following:

Infrastructure: The Project will make recommendations for techniques and equipment that could improve host country air quality control infrastructure. The Contractor shall describe what infrastructure improvements in China would be effected if the recommendations in the Final Report are implemented.

Human Capacity Building: Permanent jobs are expected to be created within the environmental sector for individuals who will be responsible for operating newly procured equipment and technology for air quality monitoring. The Contractor shall develop estimates of the employment generation expected to result in China from the Project and future site investigations planned at similar sites by the Grantee as part of their National Plan for air pollution prevention. Further, the Contractor shall note the number of people in China who are expected to receive training and a brief description of the training program required.

Technology Transfer & Productivity Improvement: For this project, new technology shall be considered for air quality and air pollution control and quality monitoring. The Contractor shall describe the types of equipment and technology recommended to be utilized in the Grantee's and Jiangsu EPB's air quality management plans, summarizing efficiencies and improvements in processes and resource use.

Market-Oriented Reforms: A description of any regulations, laws, or institutional changes that are recommended and the effect they would have if implemented.

The Contractor shall identify areas where access to the procurement system for equipment acquisition can be improved for goods and services providers in this sector. The Contractor shall provide a description of the potential private sector participation and other market-oriented reforms.

Task 10 Deliverable: The Contractor shall submit a report to the Grantee that demonstrates the completion of all work required under this task.

Task 11: Final Report

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (“Final Report”). 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 and include review and approval of the draft Final Report by the Grantee and Jiangsu EPB prior to its final submission.

ANNEX 5



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 <i>[To be completed by USTDA]</i>	Feasibility Study	Technical Assistance	Other (specify)
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Activity Title *[To be completed by USTDA]*

Full Legal Name of U.S. Firm

Business Address (street address only)

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

Type of Ownership	Publicly Traded Company
	Private Company
	Other (please specify)

Please provide a list of directors and principal officers as detailed in Attachment A. Attached? (Not Applicable for U.S. Publicly Traded Company)	Yes
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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(ies). 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 an 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. **(U.S. publicly traded companies need not include Articles of Incorporation or Good Standing Certificate)**
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		Signature	
Title			
Organization		Date	



ATTACHMENT B

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

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

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	Publicly Traded Company
	Private Company
	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?	Yes
	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 [*To be completed by USTDA*]

Activity Title [*To be completed by USTDA*]

Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")

Full Legal Name of Subcontractor

Business Address of Subcontractor (street address only)

Telephone Number

Fax Number

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

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