SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE: See Block 31c.

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1131PL26R0005-1

6. SOLICITATION ISSUE DATE: 06/15/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Tyrone Johnson

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME: 07/17/2026 1:00PM ET

9. ISSUED BY CODE 1131PL

U.S. Trade and Development Agency (USTDA)
Office of Acquisition Management (AQM)
1101 Wilson Boulevard, Suite 1100
Arlington, Virginia 22209 USA

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8 (A)

NAICS: 541690
SIZE STANDARD: $19MIL

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE 1131PL

SAME AS BOX 9.

16. ADMINISTERED BY CODE 1131PL

SAME AS BOX 9.

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 1131PL

The contractor must prepare and submit invoices electronically to: https://www.ipp.gov

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	CIVIL NUCLEAR ENERGY PROJECT PROPOSAL REVIEW Period of Performance: See PWS *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Tyrone W. Johnson

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PAYMENT SCHEDULE				
0001	Preliminary Assessment Reports (Up-to-6)	6	EA		
0002	Full Project Reports (Up-to-8)	8	EA		
0003	Full Final Report	1	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

SECTION B – CONTINUATION OF SF-1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(Continuation from Standard Form 1449, block 18A.)

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer/Contracting Officer Representative
Office of Acquisition Management
US Trade and Development Agency
1101 Wilson Blvd., Suite 1100
Arlington, VA 22209-3901

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made as follows:

a. Invoices shall be submitted to USTDA for payment via the Invoice Processing Platform (IPP), www.ipp.gov. IPP is a secure web-based electronic invoicing system provided by the US Department of the Treasury's Bureau of the Fiscal Services in Partnership with the Federal Reserve.

SECTION C - CONTRACT CLAUSES

a. CLAUSES INCORPORATED BY REFERENCE

FAR 52.202-1	Definitions	JUNE 2020
FAR 52.204-2	Security Requirements	MAR 2021
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	NOV 2021
FAR 52.204-26	Covered Telecommunications Equipment or Services-Representation.	OCT 2020
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
FAR 52.212-4	Contract Terms and Conditions--Commercial Items	NOV 2023
FAR 52.232-39	Unenforceability of Unauthorized Obligations	NOV 2021
FAR 52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

b. CLAUSES INCORPORATED BY FULL TEXT

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (MAR 2026)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

_X_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

__ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.

_X_ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

_X_ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

_X_ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

__ (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jan 2025) of 52.219-9.

_X_ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

__ (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

_X_ (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

__ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2026)(E.O. 13126).

_X_ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

__ (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (Jul 2014) of 52.222-35.

_X_ (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

__ (ii) Alternate I (Jul 2014) of 52.222-36.

_X_ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

_X_ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (39) (i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Jan 2025) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_X_ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

_X_ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__X (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

_X_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days.

(End of clause)

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

Acquisition.gov

(End of clause)

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

SECTION D – ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

D.1. PERFORMANCE WORK STATEMENT (PWS)

GLOBAL CIVIL NUCLEAR DESK STUDY SERIES

D.1.1. OVERVIEW

The U.S. Trade and Development Agency (USTDA) supports the development of overseas infrastructure projects that advance the shared strategic interests of the United States and its overseas partners. These projects offer opportunities for the export of trusted U.S. solutions, including technology, goods, and services that support U.S. jobs.

USTDA is the U.S. government's first mover on critical infrastructure projects overseas. The Agency funds the upfront technical and design work that accelerates infrastructure development and helps projects attract financing. This includes project preparation activities such as feasibility studies, technical assistance, pilot projects, and front-end engineering and design studies.

D.1.2. SCOPE OF WORK OVERVIEW

USTDA requires services under this non-personal services Desk Study (DS) contract to support its decision-making related to the funding of project development activities, such as those identified in the Overview section above, that support U.S. industry participation in **civil nuclear energy projects around the world.**

The DS Contractor would support U.S. government ("USG") initiatives and USTDA engagement globally by informing agency decision making and program design for proposed activities in eligible developing and middle-income markets globally The DS Contractor would meet with prospective grantees and consult with U.S. companies interested in projects that seek to identify, evaluate, and design project development activities that advance civil nuclear energy solutions and catalyze new opportunities for the export of U.S. technology and services.

The DS Contractor shall, if requested by the Contracting Officer's Representative ("COR"), provide the following deliverables ("DS Deliverables") up to the quantity indicated below. USTDA reserves the right to make the final determination on which activities merit consideration for the DS Deliverables. The DS Deliverables, unless otherwise directed by USTDA, shall be labeled clearly on every page as "Business Confidential" and shall be treated accordingly per sections D.1.9., "Confidentiality," and D.1.10., "Intellectual Property."

<u>DS Deliverables</u>:

Fixed Price Requirements:	**Quantity:**
0001 Preliminary assessment reports ("Preliminary Assessment")	6
0002 Full project reports ("Project Report")	8
0005 Final report ("Final Report")	1

The actual number of DS Deliverables against this contract is dependent on the success of the Desk Study and availability of projects. The Contractor will not be paid for DS Deliverables that are not approved or completed. Therefore, not all DS Deliverables may be required or be possible and the figures provided for the DS Deliverables are not-to-exceed ceiling figures and not actual figures. The DS Contractor shall only invoice for work/deliverables actually completed. Any unexpended funds will be de-obligated from the contract at closeout.

D.1.3. USTDA FUNDING CRITERIA

The DS Contractor's Deliverables shall be based upon USTDA funding criteria such that the recommended activities must:

1. Be likely to receive implementation financing;
2. Have a procurement process that provides "equal access" to U.S. companies;
3. Represent an opportunity for sales of U.S. goods and services that is many times greater than the initial investment of USTDA assistance;
4. Be a development priority of the Project Sponsor and host country where the Project is located and, in some cases, have the endorsement of the U.S. Embassy in that host country; and
5. Involve U.S. companies that are facing market entry problems and/or strong competition from foreign companies which often receive subsidies and other support from their governments.

To execute this requirement, as approved and directed by the COR, the DS Contractor shall:

1. Kick-off meeting. Conduct a virtual or in-person meeting with the Nuclear Industry Team to discuss the DS Deliverables, expectations and best practices;
2. Provide status updates and advice. Provide regular updates and advice and respond to questions and inquiries from the COR and Nuclear Industry Team regarding status of the DS Deliverables and findings. In consultation with the COR, the DS Contractor shall develop and provide the COR with Excel spreadsheet that will be used to share regular status updates on the DS Deliverables and track the contract budget and administrative milestones ("DS Tracker");
3. Preliminary Assessments. If requested by the COR, provide up to eight (8) Preliminary Assessments of project proposals, conduct an introductory call with the project partners, assess any project challenges, suggest mitigating measures, identify information gaps, and provide a recommendation and rationale whether or not USTDA should advance the proposal for further review and development;
4. Project Reports. If requested by the COR, evaluate and further develop project concept notes and proposals, including developing activity Terms of Reference ("TORs") and detailed activity budgets for USTDA consideration. All project opportunities proposed by the DS Contractor must be approved by the COR prior to the drafting of a formal funding recommendation.

5. Final Report. A Final Report containing an index and executive summary of the DS objectives and outputs, including copies of all DS Deliverables (Word, PDF and Excel files).

For each of the DS Deliverables requested by USTDA, the Contractor shall develop a stand-alone report. The requirements for the DS Deliverable reports are further detailed in section D.1.7., "DS Deliverables."

D.1.4. **INFRASTRUCTURE SCREENING**

In order to assure the quality, financeability, and resilience of Activities that USTDA supports through project-preparation grants, environment-related and geophysical risks of the proposed Activity must be considered at the project scoping stage for all feasibility studies (FS) and technical assistance (TA) activities. USTDA aims to improve decision making by bringing USTDA-funded Activities into alignment with investor requirements as they relate to considerations of environmental impacts and impacts of other natural hazards. Accordingly, the Contractor shall conduct an Infrastructure Risk Screening utilizing the guidance provided in Attachment VII.

D.1.5. PROJECT PROFILE

Civil Nuclear Energy Infrastructure Development

Nuclear energy has gained renewed attention in many countries due to rising electricity demand and desire for safe and reliable sources of power. In particular, small modular reactors ("SMRs") and associated advanced nuclear technologies have become a greater part of countries' goals to incorporate nuclear power into their energy mixes.

USTDA recently funded a prior Global Civil Nuclear DS series. Due to high interest and a large number of prospective civil nuclear activities across the Middle East,
North Africa, Europe and Eurasia (MENA-EE), Indo-Pacific, and Latin America & the Caribbean Regional (LAC) teams, the Regional teams recommended funding this DS with the potential to permit two awards for up to three (3) initial and four (4) full reviews to two separate bidders for a total of six (6) initial and eight (8) full reviews in order to more effectively manage bandwidth given the high volume of proposals. The DS contractor(s) would be expected to evaluate projects across the civil nuclear energy sector, including large light water reactor ("LWR") and SMR technologies. The Contractor shall develop budgets and terms of reference for each activity that meets USTDA funding criteria.

Advancing USG initiatives and cooperation with allies

The DS would support USTDA civil nuclear sector engagement and successful deployment multiple USG and allied initiatives, including but not limited to:

- **Executive Order 14154 on Unleashing American Energy:** Directs federal efforts to maximize domestic production and export of oil, natural gas, LNG, critical minerals, and other energy resources.
- **Executive Order 14260 on Reinvigorating Nuclear Industrial Base:** Promotes expansion of civil nuclear power, advanced reactors, and supporting infrastructure, while facilitating export and deployment of U.S. nuclear technology abroad.
- **Executive Order 14299 on Deploying Advanced Nuclear Reactor Technologies for national Security:** Calls for fully leveraging the resources of the Federal Government to promote U.S. nuclear industry in the development of commercial civil nuclear projects globally.
- **U.S. Government Interagency Initiatives:** The DS would also advance the goals Administration's National Energy Dominance Council and a number of ongoing U.S. Government-led civil nuclear energy initiatives, including the International Trade Administration's U.S. Civil Nuclear/SMR Industry Working Group for Southeast Asia, the Department of State's Foundational Infrastructure for Responsible Use of Small Modular Reactor Technology (FIRST) program, as well as several key initiatives from the U.S. Department of Energy such as the New Reactor Pilot Program.

Activity types

USTDA grants can be used to fund project development and technical assistance activities, including but not limited to:

- Feasibility studies
- Master plans
- Technical assistance
- Pilot projects / proof of concept
- Engineering and design
- Training and capacity building

USTDA project preparation grants typically follow one of the three models below:

Competed Grant	Sole-Source Grant	Transaction Incentives
• USTDA helps the overseas partner (grantee) to develop the activity scope of work and budget. • A solicitation for the technical assistance contract is issued via USTDA's RFP website. • The grantee receives and ranks competitive proposals for delivery of the technical assistance.	• Used for U.S. industry-led requests and pilot projects demonstrating U.S. technology solutions. • A U.S. firm contributes resources to co-fund the activity, typically as in-kind labor or equipment. • The U.S. firm is responsible for developing the proposal and budget along with the overseas partner.	• Funds capacity building in support of shortlisted U.S. bidder(s) in an international competitive tender. • The USTDA grant offer is contingent upon selection and award of a contract to the U.S. bidders(s). • Adds training scope or other technical assistance beyond the U.S. company's bid to enhance the value.

Competed process flowchart.	Sole-source process flowchart.	Sole-source or competed process may be used.

D.1.6. METHODOLOGY

In the course of carrying out this contract, the DS Contractor must take the following steps:

D.1.6.1. NON-DISCLOSURE AGREEMENT AND KICKOFF

Upon award, the DS Contractor shall be required to sign a Non-Disclosure Agreement. To the extent that the work under this contract requires that the contractor be given access to confidential information or proprietary data from the Government or other companies, the DS Contractor agrees to treat such information and data as confidential and to use the information only for the contemplated purpose. After signing the Non-Disclosure Agreement, the DS Contractor shall contact USTDA's COR to schedule a meeting or call to discuss details of the contract assignment. Over the course of the DS contract, the COR shall provide the DS Contractor with project concept notes, proposals, names and addresses of the potential project sponsor(s), other pertinent entities to contact in the United States and overseas, and any other relevant details that may impact the design and/or evaluation of the proposed activities and DS Deliverables.

D.1.6.2. COMMUNICATION WITH U.S. EMBASSY/CONSULATE IN HOST COUNTRY

Communications with U.S. and foreign embassy officials prior to the award of this contract and completion of the kickoff meeting with USTDA in relations to the requirements of this contract is strictly prohibited.

D.1.6.3. CONTACTS

The DS Contractor shall submit a list of individuals contacted during the DS, and include at a minimum the name, title, organization, physical addresses, telephone and mobile numbers, email addresses, and a substantive summary of key comments from the contacts that support the Contractor's recommendations. The list shall be submitted on a regular basis in Excel format as a separate tab in the DS Tracker spreadsheet in accordance with the specifications outlined in Attachment IX, "U.S. Companies Contacted During the Course of the Desk Study," and Attachment I, "Project Report Outline." The Final Report shall include a single, consolidated Excel file with all contacts reached during performance of the DS.

D.1.7. DS DELIVERABLES

The DS Contractor shall provide the following to USTDA:

(a) Advice and Information: The DS Contractor shall provide written and verbal updates and address COR questions and information requests on a regular basis. The updates may

take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, or other oral or written work products needed for successful performance of the DS contract and Deliverables. The DS Contractor shall respond in a timely manner to reasonable requests for updates and information from the COR.

(b) DS Tracker: In consultation with the COR, the DS Contractor shall develop and maintain an Excel spreadsheet that will be used to share regular status updates on the DS Deliverables and track the contract budget and administrative milestones ("DS Tracker"). The DS Tracker will be used as a communication tool and information resources throughout performance of the DS contract. The DS Contractor shall submit an updated copy of the DS Tracker along with each DS Deliverable submission to USTDA. A copy of the DS Tracker shall be submitted with the Final Report.

(c) Preliminary Assessments: If requested by the COR, the DS Contractor shall prepare one Preliminary Assessment (approximately 5 pages) for each project concept or proposal assigned by USTDA for review (up to 8 total). The DS Contractor shall submit the Preliminary Assessments to the COR on a rolling basis as they are assigned. Each Preliminary Assessment shall be treated as business confidential and must conform to the guidelines established in this PWS. Unless otherwise agreed to by USTDA, the Contractor shall submit all Preliminary Assessments to the COR on or about fourteen (14) calendar days of the virtual or in-person meeting with the identified project sponsors. If it is anticipated that Preliminary Assessment cannot be provided within this timeframe, the Contractor shall immediately contact the COR to discuss the reasons for the delay.

(d) Project Reports: If requested by the COR, the DS Contractor shall prepare one Project Report for each proposal or project concept assigned by USTDA (up to 10 total). The Contractor shall submit each Project Report to the COR on a rolling basis as they are assigned. Each Project Report shall be treated as business confidential and must conform to the guidelines established in this PWS. Each Project Report must include the Required Budget in an individual Microsoft Excel file. Unless otherwise agreed to by USTDA, the Contractor shall submit all Project Reports to the COR on or about thirty (30) calendar days of the virtual or in-person meeting with the identified project sponsors. If it is anticipated that Project Report cannot be provided within this timeframe, the Contractor shall immediately contact the COR to discuss the reasons for the delay. Any subsequent drafts based on USTDA edits should be submitted within fourteen (14) calendar days of receipt of the edits. Note that conducting a Preliminary Assessment is not a prerequisite for assignment of a proposal or project concept to Project Report (full desk study). In most cases, the DS Contractor will need to collect additional information and provide proactive input on the design and budgeting of the proposed technical assistance scope of work through an iterative process in coordination with the project partners.

(e) Final Report: The DS Contractor shall submit a Final Report that includes an executive summary of the DS objectives and outputs and includes copies of all DS Deliverables and requirements of the DS contract

D.1.7.1. USE OF DEFINED TERMS

The DS Contractor shall consistently define and apply standard USTDA words and phrases in all DS Deliverables, including the terms listed below. These terms are essential to enhance clarity, ensure consistency, improve efficiency, enhance legal enforceability, manage complexity, and facilitate future communication regarding the activities over time. The DS Contractor shall also take care to define all acronyms and abbreviations upon first usage in work products, particularly for project specific or technical terms. In some cases, the DS Contractor may include a glossary of key terms and abbreviations if a DS Deliverable requires the use of many defined terms.

Key defined terms include, but are not limited to:

- **"Project"** is defined as the specific infrastructure, system, or plan to be implemented by the Project Sponsor.
- **"Project Sponsor" or "Grantee"** is the foreign (non-U.S.) public or private entity that has primary responsibility for implementing the Project. Typically, the Project Sponsor is responsible for securing or providing financing and for making procurement and implementation decisions related to the Project. In most cases, the Project Sponsor has the property, concession, or other authority to develop the Project. If approved, USTDA's grant agreement would be signed with the Project Sponsor.
- **"Activity"** refers to the USTDA-funded study or technical assistance that supports the development and implementation of a Project. The USTDA-funded Activity may include a broad range of interventions that are needed to move a Project from the concept stage (pre-feasibility) to the Project financing and implementation stage (financial close and ready for service). In most cases the Activity is categorized as a Feasibility Study, Technical Assistance, or Pilot Project with the goal of advancing the development of a Project to bankability and implementation.
- **"Contractor"** is the U.S. firm selected by a Project Sponsor on a sole-source basis or through a competitive solicitation process to carry out the Terms of Reference for the USTDA grant-funded Activity.
- **"Proposal"** is an Activity concept that is submitted to USTDA for funding consideration.

D.1.7.2. DS TRACKER

In consultation with the COR, the DS Contractor shall develop and maintain an Excel spreadsheet that will be updated on a regular basis to share status updates on the DS Deliverables and track the contract budget and administrative milestones ("DS Tracker"). The DS Tracker will serve as a key communication tool and information resource for the USTDA Regional Team and DS Contractor throughout performance of the DS and a copy shall be submitted with the Final Report. At minimum, the DS Contractor shall provide an updated DS Tracker to USTDA at least once per month throughout the contract period of performance and along with the submission of each DS Deliverable. The DS Tracker content shall include, but is not limited to:

a) List of DS Deliverables, assignments, status updates, payment milestones and relevant administrative information;
b) List of contact details for all organizations and individuals reached during performance of the DS;

c) U.S. Supplier Database. Within the DS Tracker, the DS Contractor shall maintain a progressive list of information on U.S. technology and service providers identified during the course of the DS ("Supplier Database"). To the extent practicable, the DS Contractor shall organize the company information by key subsectors; provide high-level information on the firm's core capabilities, product and service offerings; and indicate the firms headquarters location, key manufacturing and sourcing locations, and U.S. content profile as identified through the DS Contractor's outreach and research in performance of the DS.

D.1.7.3. PRELIMINARY ASSESSMENTS

If requested by the COR, the Contractor shall develop up to eight (8) Preliminary Assessments. The purpose of the Preliminary Assessments is to quickly inform USTDA's decision making regarding whether to advance initial proposals and project concepts for further development under a Project Report and outline recommended next steps for information collection and engagement with the project sponsors. The Preliminary Assessments shall be approximately five (5) pages in length and address the following PWS components, sections, and questions, including but not limited to:

a) High-level executive summary of the proposed Project, including the Project's technical, commercial and financial viability, sponsor commitment and capabilities, and U.S. export potential;
b) Assess alignment of the proposed Project and Activity with PWS Section D.1.3. USTDA Funding Criteria and priority USG initiatives identified in PWS Section D.1.5. Project Profile;
c) Identification and analysis of any specific Project issues, key risks and obstacles to the project's implementation or overall viability (*e.g.*, technical, regulatory, and/or financial);
d) Identify a list of additional information needed to assess the Project's viability and suitability vis-a-vis USTDA's funding criteria;
e) Provide a list of conditions, if any, that the Project or Project Sponsors must meet prior to further consideration or technical evaluation by USTDA;
f) List key Project contacts;
g) Recommendation: Provide supporting analysis and recommendation on whether or not the Activity proposal meets USTDA funding criteria and merits full review (*i.e.*, further development of Terms of Reference, budget, and Project Report).

After receiving the COR's request for a Preliminary Assessment, the DS Contractor shall discuss the proposal with the COR and discuss any guidance or key issues for review. Within fourteen (14) calendar days of the virtual or in-person meeting with the Project Sponsors, the Contractor shall submit the Preliminary Assessment in electronic format to the COR. If it is anticipated that the Contractor cannot submit the Preliminary Assessment within this timeframe, the Contractor shall immediately contact the COR to discuss the reasons for the delay.

Upon direction from the COR, the Contractor shall submit an electronic copy of each Preliminary Assessment to USTDA, including a consolidated Adobe PDF copy and original

Microsoft Word file. No hardcopy submissions will be accepted. All Preliminary Assessments must be paginated, clearly labeled, and submitted electronically to the COR. The email subject line must include the title of the DS, the label "Preliminary Assessment", and the USTDA Activity Number for the DS contract. Upon government acceptance of the Preliminary Assessment, the Contractor shall submit an invoice to USTDA.

D.1.7.4. PROJECT REPORTS

If requested by the COR, the DS Contractor shall develop up to ten (10) Project Reports. The purpose of the Project Reports is to provide detailed analysis and further develop the Terms of Reference ("TOR") and recommended budget breakdown for prospective project concepts and proposals submitted for USTDA funding consideration by overseas Project Sponsors and U.S. companies.

The DS Contractor will be required to collect additional information and work with the Project Sponsors, U.S. industry contacts, and other government and private sector stakeholders through an iterative process to further develop the necessary Project information and design the scope and budget for the proposed activities based on industry and international best practices. In most cases, the DS Contractor is expected to work with the Project Sponsors and other relevant contacts on a remote basis and has primary responsibility for arranging virtual meetings and follow-up communications as needed to collect the necessary inputs required to complete the Project Report.

In some cases, the identified project proposals or concepts may align with other USG or allied government or multilateral efforts. As determined in consultation with the COR, the DS Contractor may conduct further discussion with these parties and collect information necessary to ensure close and complementary coordination with the identified partners. The DS Contractor shall seek to assess and recommend Activity interventions that avoid creating redundancy or conflicts with concurrent donor support and programs in the host country. Any relevant foreign government, multilateral institution, or other donor programs relevant to the Project and proposed Activity shall be summarized in the Project Report background.

For each Project Report, the DS Contractor shall develop and prepare a report that complies with and satisfies all elements in the following PWS components:

1. PWS Section D.1.3.	USTDA Funding Criteria
2. PWS Section D.1.4.	Infrastructure Screening
3. PWS D.1.7.1.	Use of Defined Terms
4. PWS Attachment I.	Project Report Outline, including Attachment IV (Required Budget Format), Attachment V (Task Completion Schedule), and Attachment VI (Budget Narrative Requirements)
5. PWS Attachment II.	RFP Annex Outline
6. PWS Attachment III.	Impact on U.S. Labor Statement
7. PWS Attachment IV.	USTDA Nationality Requirements
8. PWS Attachment V.	Required Budget Format

9. PWS Attachment VI. Task Completion Schedule
10. PWS Attachment VII. Budget Narrative Requirements
11. PWS Attachment VIII. Guidance on Infrastructure Screening
12. PWS Attachment IX. U.S. Companies Contacted and Summary of DS Meetings

Additionally, the Contractor shall collect, review, and analyze all necessary information acquired from the following sources:

1. Proposal and supporting documentation provided by Project Sponsor(s) and related project parties; and
2. Meetings (including conference calls) with prospective Grantees, interested U.S. companies in the relevant sectors, as well as potential project financing sources.

For each assigned Project Report, the DS Contractor shall obtain an official letter of interest/commitment from the Project Sponsor (prospect grantee legal entity) demonstrating their commitment to the Project and working with USTDA and the selected U.S. contractor for the Activity. If a letter cannot be obtained, the DS Contractor shall discuss and receive written approval from the COR prior to initiating the Project Report. Project Reports will not be approved by USTDA unless the official letter or written approval from USTDA authorizing the Project Report is included.

For each Project Report, the DS Contractor shall prepare and deliver the proposed activity TOR in a separate Word document in Times New Roman 12-point font. If requested by the COR, the DS Contractor shall provide the draft TOR as a separate Word file to enable easier review and comments by USTDA and the project sponsor. The DS Contractor shall consult the COR to receive a copy of the most recent Grant Agreement and TOR template and formatting preferences prior to drafting the TOR.

Each Project Report submission shall also include the Attachment V, "Required Budget Format," for each Project Report in a I Microsoft Excel file. In addition to the breakdown of labor required by task, the Project Report budget shall include an estimated breakdown of all other direct costs ("ODCs") by task that are required to perform the TOR.

When responding to USTDA comments on the draft Project Report submissions, the DS Contractor shall resubmit both a clean and redline version of the report showing how the DS Contractor addressed all USTDA comments and edits to the draft document.

For Project Reports that involve competed grant activities, the DS Contractor shall also provide a redacted version of the approved Project Report that will be included as an annex in the RFP solicitation for the technical assistance contract ("RFP Annex"). The DS Contractor shall clear the RFP Annex with the Project Sponsors to ensure the document does not contain sensitive or business confidential information and is suitable for inclusion in the RFP package.

Upon direction from the COR, the Contractor shall submit a finalized electronic copy of each Project Report to USTDA, including a consolidated Adobe PDF copy and original Microsoft Word and Excel files. No hardcopy submissions will be accepted. All reports must be

paginated, clearly labeled, and submitted electronically to the COR. The email subject line must include the title of the DS, the label "Project Report", and the USTDA Activity Number for the DS contract. Upon government acceptance of the Project Report, the Contractor shall submit an invoice to USTDA.

D.1.7.5. FINAL REPORT

The DS Contractor shall submit a Final Report that includes an executive summary of the DS objectives and outputs and includes copies of all DS Deliverables and requirements of the DS contract, including the following:

1. Executive summary and account of all projects reviewed and conducted during the course of the DS. The summary shall also provide an explanation of any activity(ies) or project(s) that were reviewed and were not recommended for USTDA funding; and
2. Table of contents and full copies of all Preliminary Assessments, Project Reports, and DS Tracker developed in performance of the DS, including all PDF, Word and Excel files.

If it is anticipated that the Final Report cannot be provided within four (4) weeks following USTDA acceptance of the final DS Deliverables, the DS Contractor shall immediately contact the COR to discuss the reasons for the delay.

Upon direction from the COR, the DS Contractor shall submit an electronic copy of the Final Report to USTDA. No hardcopy submissions will be accepted. All reports must be paginated, clearly labeled, and submitted electronically (consolidated Adobe PDF, Microsoft Word and Excel files) to USTDA via the following email: finalreports@ustda.gov. The email subject line must include the title of the DS, the label "Final Report", and the USTDA Activity Number for the DS contract. Upon Government acceptance of the Final Report, the DS Contractor shall submit an invoice to USTDA.

D.1.8. QUALITY CONTROL AND PERFORMANCE ASSESSMENT

D.1.8.1. QUALITY

The DS Deliverables shall be grammatically and factually correct in all respects, internally consistent, and all statements and tables shall be clear and easily understood by a competent reader and contain no typographical errors. The DS Deliverables should represent new work product and all sources of external information, data and analysis used by the DS Contractor shall be properly cited. Plagiarism and significant reproduction of prior work products without proper citing of sources is prohibited. The DS Contractor is responsible for quality control actions necessary to achieve quality in the delivery of the required services, which may include the services of a professional editor. The COR will reject all DS Deliverables that do not conform in all respects to the contract requirements including, but not limited to, the written quality of the Final Report. The DS Contractor shall correct all deficiencies at no additional cost to the Government.

D.1.8.2. PERFORMANCE ASSESSMENT

During the course of the contract period, the COR will track the DS Contractor's performance. At the end of the performance period, the COR will assess the DS Contractor's performance in accordance with FAR 42.15 and report to the Contracting Officer for submission to the Contractor Performance Assessment Reporting System (CPARS).

The COR will consider all pertinent information during the preparation of the DS Contractor's performance assessment. The DS Contractor will be afforded the opportunity to identify factual errors. The COR's assessment is not subject to negotiation, and the COR will not engage in discussions with the DS Contractor. Any errors identified by the DS Contractor will be addressed by the Reviewing Official. A copy of the final performance assessment will be available in the Past Performance Information Retrieval System (PPIRS).

D.1.9. CONFIDENTIALITY

The proposal of the U.S. firm is a proprietary document and should not be distributed without permission from USTDA and the U.S. firm. The DS Contractor shall treat any proposal and supporting information submitted by the U.S. firm as business confidential in its entirety, unless otherwise stated in writing by the U.S. firm. The DS Contractor shall properly mark the confidentiality of all DS Deliverables and include the following confidentiality certification in the final invoice.

D.1.10. INTELLECTUAL PROPERTY

This Contract is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this Statement of Work shall be subject to appropriate federal acquisition regulations which entitle the Government to unlimited rights to technical data developed exclusively with Government funds. The Government may: (1) use; (2) disclose; (3) reproduce; (4) prepare derivative works; (5) distribute copies to the public; (6) perform publicly; and (7) display publicly, the "data" in any manner and for any purpose, and have or permit others to do so (i.e., the Government may sublicense these rights to another contractor). See FAR 52.227-14(a).

D.1.11. IMPARTIALITY

It is essential that the DS be conducted with complete impartiality and objectivity and that the DS Contractor and its subcontractors not obtain an unfair competitive advantage in USTDA-funded activities resulting from this Contract. In accordance with the principles of FAR Subpart 9.5 and USTDA policy, the DS Contractor and its subcontractors, if any, for this Contract shall be ineligible to compete for, as a prime or subcontractor or otherwise, USTDA-funded activities that result from this Contract, unless USTDA through its Office of Acquisition Management, shall have granted a waiver, based upon FAR 9.503, that preclusion of the DS Contractor or its subcontractors from the follow-on activity would not be in the Government's interest. This restriction shall remain in effect for three (3) years from the termination of this Contract or until

the awarding of a USTDA-funded activity resulting from this contract. The DS Contractor is responsible for including this restriction in all subcontracts under the Contract.

D.1.12. COORDINATION WITH OTHER CONTRACTORS

The Government may award other contracts for additional work not prescribed in this Contract. The DS Contractor shall fully cooperate with such other contractors in performance of the requirement herein, and as directed by the Contracting Officer. The DS Contractor shall not commit or permit any act, which will interfere with the performance of work by any other USTDA contractor.

D.1.13. PERIOD OF PERFORMANCE

The Period of Performance for this Contract shall be 36 months from the date of the Contracting Officer's signature on the Contract.

D.1.14. PLACE OF PERFORMANCE

The places of performance shall be at the DS Contractor's facility.

D.2. ATTACHMENTS

ATTCH/ EXHIBIT	TITLE
I	Project Report Outline
II	RFP Annex Outline for Competed Grant Activities
III	Impact on U.S. Labor Statement
IV	USTDA Nationality Requirements
V	Required Budget Format
VI	Task Completion Schedule
VII	Budget Narrative Requirements
VIII	Guidance on Infrastructure Screening
IX	U.S. Company Contacts

Attachment I

Project Report Outline: Business Confidential Analysis and Recommendation

Note the DS Contractor shall reference and apply the standard USTDA defined terms when preparing the Project Report. (See PWS Section D.1.7.1. Use of Defined Terms).

A. Executive Summary

The DS Contractor shall provide an executive summary of its findings and recommendations. The Executive Summary shall include, but is not limited to:

- Provide a brief description of the "Project" defined as the specific infrastructure, system, or plan to be implemented by the Project Sponsor.
- Provide a brief summary of the proposed "Activity" defined as the USTDA-funded assistance that supports the development and implementation of a Project. The USTDA-funded Activity may include a broad range of interventions that are needed to move a Project from the concept stage (pre-feasibility) to the Project financing and implementation stage (financial close). In most cases the Activity is categorized as a Feasibility Study, Technical Assistance, or Pilot Project with the goal of advancing the development of a Project to bankability and implementation.
- Indicate the estimated total implementation cost (i.e., capex and opex value) for the Project and estimated U.S. export potential value.
- List the proposed Activity budget (grant request amount).
- Provide a brief summary of how the proposed Project and Activity support the USG initiatives identified above (PWS Section D.1.5. Project Profile).
- Provide clear recommendation as to whether USTDA should or should not fund the proposed Activity and the DS Contractor's rationale.

B. Market and Sector Background

The DS Contractor shall provide relevant background information that will inform on the broader country, market, sector, and technology solution for the proposed Project. Information addressed in this section may include, but is not limited to:

- Economic and development conditions in the host country;
- Levels of energy access and usage rates;
- Background on the energy or critical minerals market in the host country;
- Significant events or issues driving the Project development;
- Summary of national/local policies, strategic plans, and initiatives relevant to the Project;
- Overview of the subsector, emerging technologies and trends that may influence the Project development and implementation;
- Summarize other ongoing foreign government, multilateral or donor funding and program support relevant to the Project and proposed Activity; and
- Other factors as identified by the DS Contractor and COR.

C. Project and Activity Description

The DS Contractor shall hold meaningful discussions with appropriate contacts to determine how USTDA's funding can be used most effectively to support the implementation of the proposed Project identified in the host country.

The DS Contractor shall provide a brief description and history of the project (the "Project"). The DS Contractor shall describe the proposed technology from the U.S. firm to be used in the Project. The DS Contractor shall gauge the interest of potential Project financiers and potential U.S. suppliers and assess whether the proposed USTDA activity ("Activity") will help accomplish the project(s) goals. The DS Contractor shall provide relevant information to potential project sponsors ("Project Sponsors") regarding USTDA's evaluation criteria, timeline, and due diligence requirements. The DS Contractor shall describe whether the proposed U.S. solution is technically viable and/or commercially available. If the DS Contractor finds the proposed U.S. solution is not technically viable and/or commercially viable, the DS Contractor shall discuss these issues with USTDA program staff before providing a recommendation.

The DS Contractor shall describe relevant issues to the Project [e.g., host country and/or other stakeholders, sector, Project location, source of raw materials, infrastructure requirements, proposed technological approach, legal and regulatory framework (licenses, permits, etc.), implementation schedule, economic fundamentals (business model, estimated capital cost, operating costs, interest expense, taxes, expected revenues, etc.), the specific objectives of the proposed Activity, how the proposed USTDA Activity supports the Project implementation process, and any other variables or issues the DS Contractor deems critical as part of a thorough Activity/Project evaluation.]

This section shall provide a concise description of the scope and nature of the proposed Project and Activity. The DS Contractor's report should clearly address key benefits of the Project and potential value-add of the proposed USTDA funded Activity, including but not limited to:

The Project:

- Why does this Project matter?
- What benefit does it provide to the Sponsor and target country?
- How does this advance the Sponsor and host country's objectives or strategic plans?
- What benefits does the Project provide to end-users / citizens?

What is innovative about the proposed Project technology or approach?

The Activity:

- What will the USTDA funded Activity do?
- How does the Activity advance the Project?
- What is the U.S. partner delivering under the pilot/PoC (if relevant)?
- What is the timeline for delivery of the Activity?
- What value-added does USTDA provide in supporting this Activity?

D. Project Sponsor's Capabilities and Commitment

This section describes the Project Sponsor's commitment and capabilities to undertake the activity and the subsequent Project. The purpose is to understand the experience of the Project Sponsor and any previous work undertaken by the Project Sponsor in the sector. This section should also include a discussion of any potential risks of working with the Project Sponsor that could delay Project implementation. This can take many forms but should at a minimum address the applicable points below:

1. A thorough description of the host country Project Sponsor, including its structure, capabilities, operations, financial standing and resources, decision-making ability pursuant to the Project; and
2. An assessment of the Project Sponsor's commitment and ability to implement the Project (e.g., the Project sponsor's previous experience, current commitments, responsiveness, business activities, and government mandate).

E. Implementation Financing

This section describes the Project Sponsor's plans to secure financing to implement the Project. This can take many forms but should at a minimum address the points below:

1. An assessment of the overall cost estimate for implementation of the Project (*i.e.*, opex and capex);
2. For projects involving potential equity investment, the Project's proposed debt-equity structure to ensure that it corresponds to the requirements of the prospective lenders (this aspect is critical to USTDA's decision-making); and
3. A review of the financing options for Project implementation.

The DS Contractor is required to contact officials from the potential financing institutions, including, where appropriate, multilateral lending institutions, the Export Import Bank of the United States ("Ex-Im Bank"), U.S. International Development Finance Corporation ("DFC"), and private/commercial sources, to ensure that the Project sponsor(s) has adequately explored all financing options. The DS Contractor shall provide names and phone numbers of contacts at the potential financing institutions and summarize their comments. The DS Contractor must determine the most likely source(s) of implementation financing for the Project. The DS Contractor must ensure that the Terms of Reference (TOR) for the activity fulfill the requirements of the most likely financing source(s).

F. U.S. Export Potential

This section describes the U.S. export potential that may result if the Project is implemented. The purpose is to estimate the U.S. export potential in order to justify USTDA funding for the activity. This can take many forms but should at a minimum address the points below:

Estimate U.S. export potential

The DS Contractor shall provide a best estimate of potential procurement of U.S. goods and services for Project implementation. This estimate should be supported by a breakdown by

category and dollar value of goods and services likely to be imported for the Project and an illustrative list of potential U.S. suppliers of the goods and services for those goods and services listed as likely U.S. exports. The DS Contractor shall include U.S. content in their evaluation of U.S. exports, including an analysis of U.S. manufacturing and services sourced from the United States that would most likely be used for the Project. The DS Contractor shall cross-check the U.S. firm's estimates of U.S. export potential with independent relevant sources, such as:

1. USTDA program staff and USTDA's evaluations data;
2. The U.S. Department of Commerce's International Trade Administration;
3. Industry and trade associations; and
4. Outreach with other U.S. suppliers in the sector.

The DS Contractor shall provide a high-level breakdown of the total Project capital requirement by component category in the matrix format below (insert/edit columns and rows as needed). The matrix shall include a list of representative U.S. and foreign suppliers for each major equipment/service category required for the Project:

Equipment/Service Category X	USD Value	Estimated % U.S. content	Potential U.S. suppliers (Name, State)	Potential Foreign Competitors/Suppliers (Name, Country)
Equipment/Service Category Y	USD Value	Estimated % U.S. content	Potential U.S. suppliers (Name, State)	Potential Foreign Competitors/Suppliers (Name, Country)
Equipment/Service Category Z	USD Value	Estimated % U.S. content	Potential U.S. suppliers (Name, State)	Potential Foreign Competitors/Suppliers (Name, Country)
	Total Capital Cost of the Project	**Estimated total % of U.S. content**		

Procurement policy and process

The DS Contractor shall describe how procurements are typically conducted: 1) in the sector; 2) by the Project Sponsor; and 3) in the host country. The DS Contractor shall confirm whether there are local content requirements or procurement restrictions in this sector or for the Project and whether a local provider/distributor will be or is likely to be involved in Project implementation. The DS Contractor shall also list any import licensing requirements or permits needed by U.S. companies to participate and supply goods for the Project.

U.S. industry participation and feedback

The DS Contractor shall also identify any U.S. companies already working with the Project Sponsor or active in the respective sector/market in the host country.

The DS Contractor shall summarize its discussions and specific feedback collected from outreach to U.S. companies that provide goods or services relevant to the Project, and their level

of interest in the Project should also be included. The DS Contractor shall take note on not only the U.S. company's general interest in the relevant sector or country, but also interest in the specific Project. The DS Contractor shall analyze how competitive the U.S. company's goods or services would be if the Project reaches the implementation stage. To ensure no one is given unfair advantage to compete for USTDA's funding or the Project implementation, the DS Contractor should be sensitive as to disclosing information about the proposed USTDA Activity where relevant.

U.S. industry contacts

The DS Contractor's report shall include a complete list of U.S. companies and other entities contacted, with the name and contact information of individuals interviewed and their responses. All relevant U.S. industry contacts shall also be added to the DS Tracker.

G. Foreign Competition and Market Entry Issues

This section describes foreign competition and market entry issues in the host country. The purpose is to demonstrate why USTDA funding may be needed in order to level the playing field for U.S. companies. This can take many forms but should at a minimum address the points below.

The DS Contractor shall provide a discussion of the foreign competition for goods and services likely to be procured for Project implementation by category as identified in Section E above. The DS Contractor shall include a discussion of U.S. industry competitiveness in each major equipment or service category, taking into account geographic factors, host country industry capabilities, technology and licensee issues, past procurement tendencies of the Project Sponsor, and how the procurement is likely to be conducted. Where relevant, the DS Contractor shall discuss the extent to which market entry issues impede exports and trade and how the Activity will help overcome these obstacles.

H. Evaluation Strategy

This section describes the strategy by which the Project, if implemented, should be evaluated by USTDA and its contractors over multiple years. The purpose of this section is to concisely describe the baseline goals and objectives of the Project, along with any potential risks or timeline hindrances, so the actual implementation results can be evaluated accordingly. This can take many forms but should at a minimum address the points below:

1. **Goals and objectives:**
    a. Clearly define the goals of the Project and identify what will constitute success. These may include but are not limited to:
        (1) Realization of U.S. exports; and
        (2) Development benefits resulting from the Project.
    b. Identify key sources for information needed to determine if USTDA's activity attained its objective.
    c. Identify potential methods and metrics for evaluation specific to the Project.

2. **Project timeline:**
    a. What is the step-by-step process the Project will follow to be implemented, following USTDA's funding?
    b. What is the anticipated Project timeline including key development and implementation milestones that will follow the USTDA funded Activity? This may change, but it is important to know what the original goal is as it will influence USTDA's evaluation effort.
    c. Will a local provider/distributor be involved?
    d. Will there be one big procurement or several smaller ones? Will other entities be involved if the procurements are small?
    e. If the Project will entail more than one phase of implementation, include a chart to more clearly identify the Project phases, timeline of each phase and key elements and milestones of each phase.

3. **Project Implementation Risks:**
    a. Please articulate the most prominent risks and the potential risk mitigants that may enable activity and/or project implementation success, for example through the specific design of TORs. Potential implementation risks may include the following:

<u>Support for the Project</u>

- How has the host country government expressed support for the project?
- Is there a stated host country government strategy, policy, or regulation that supports implementation of the project?
- What is the breadth and depth of grantee support/engagement on the activity and project? If only one grantee contact is critical and knowledgeable or engaged on the activity/project, what steps would USTDA or the U.S. contractor need to take to respond and mitigate the impact/change of personnel/champion for the activity/project?

<u>Financial Strength and Management Acumen</u>

- Once the TORs are complete, what will be the remaining impediments to financing the project?
- What assurances have you received that the parties have the wherewithal to implement the project?

<u>Regulatory, Legal and Economic Risks</u>

- Which permits, licenses, approvals or government agreements that are required at this stage of the project's development remain outstanding? What are the expected timelines for these approvals? Are any challenges anticipated to obtaining all required approvals for the project?
- Will any federal/state/local political cycles or other political considerations, such as sanctions, impact implementation of the project?
- Are there contract sanctity challenges in the Host Country, and will these challenges have any bearing on implementation? For example, is there a high

likelihood that a power purchase agreement may not be honored if lower energy prices become readily available?

Risk Profile of USTDA-funded Activity

- Does the U.S. contractor have a track record working in the Host Country and industry? With the proposed technology? Bringing early-stage deals with this technology and/or in the host country to financial close?
- What assurances have you received that the parties have the wherewithal to implement the Activity?

Mitigating Factors and Actions

- What are the potential risk mitigants that may enable Project or Activity implementation success?
- Are there USTDA-Activity specific mitigants (e.g. terms of reference, periodic check-ins and review, etc.) that can help mitigate the above risks?
- Are there any performance or completion guarantees or other mechanisms that will be incorporated into the Activity to mitigate completion risks?
- If the risks cannot be mitigated, what factors do you think make the Activity/Project likely to be successfully implemented?

4. **Key Leads:**
   a. Are there U.S. companies that already have business with the Project Sponsor or in the sector? If so, what is USTDA's added value for these companies' ability to pursue additional business?
   b. Are there any companies short-listed for procurements? If so, are they short listed via direct sales, distributor, etc.?
   c. Will there be local content requirements?
   d. Will a local provider/distributor be involved?

I. Developmental Impact

The COR shall identify at least one viable and quantifiable Development Impact Measure that will result from the Project being implemented based on the recommendations of the USTDA activity. It is the DS Contractor's responsibility to ask the COR to identify at least one Development Impact Measure for each Project. The DS Contractor shall provide the following information for each indicator identified by the COR for each activity: 1) current status, prior to USTDA's activity and Project implementation (Baseline); 2) anticipated outcomes should the Project be implemented, based on the recommendations of the USTDA activity; 3) the anticipated timeline for the realization of these outcomes; and 4) how such information can be measured and what sources could be utilized to determine whether the outcome was realized.

J. Impact on the Environment

The DS Contractor shall provide a statement regarding the likely consequences the proposed Project may have on the environment. The Contractor shall ensure that the TOR for the activity includes, at a minimum, a Preliminary Environmental and Social Impact Assessment (PESIA),

with reference to local requirements and requirements of potential financing source(s) of the Project. The Contractor should identify potential negative impacts and discuss the extent to which they can be minimized or mitigated.

K. Infrastructure Risk Screening

The DS Contractor shall conduct an Infrastructure Risk Screening utilizing the guidance provided in Attachment VIII. Based on the results of the Screening, the DS Contractor shall assess the environment-related and geophysical risks to the project as low, moderate or high. The DS Contractor shall provide a detailed explanation for this assessment.

The three risk categories can be thought of in the following terms (see Annex VIII for additional information):

- Low risk: the risks to the Project from environment-related and geophysical hazards is negligible. There are no discernible material risks to the Project due to environmental change or natural hazards.
- Moderate risk: the effects of environmental or other geophysical risks could adversely affect the use, technical performance, or lifetime of the infrastructure, or have detrimental effects on the financial performance of the asset (for example, by raising costs, requiring expensive maintenance, or reducing revenue or the likelihood of loan repayment). Future environmental conditions and potential geophysical hazards should be considered in design standards for the Project.
- High risk: environmental and/or geophysical risks could pose a significant threat to the performance, economic viability, lifetime or future usability of the Project.

In the Infrastructure Risk Screening, the DS Contractor shall identify potential environment-related risks to and vulnerabilities of the Project (for example, sea level rise, drought, or floods) as well as geophysical hazards (for example, earthquakes, tsunamis, volcanic eruptions, or landslides) that create risks to the Project and discuss opportunities for the Project to, at a minimum, minimize or mitigate the risk or, at best, actively incorporate environmental and disaster resilience into the design of the Project. If the risk is high, the DS Contractor shall provide a recommendation as to whether the approach to or design of the Project can be revised to ensure long-term sustainability, or whether, in the DS Contractor's view, the environment-related or geophysical risks and vulnerabilities are so severe that the Project should not move forward as planned.

L. Impact on U.S. Labor

The DS Contractor shall provide an assessment of the impact of the Project on U.S. labor. The Contractor shall address the legislative prohibitions on the use of Foreign Assistance funds described in Attachment II, "Impact on U.S. Labor Statement," and any implication such prohibitions may have on the activity and/or Project.

M. Qualifications

For sole-source proposals, the DS Contractor shall provide a review of the capabilities of the U.S. firm submitting the proposal and the qualifications of the proposed U.S. firm's personnel. For competed activities, the DS Contractor shall identify and describe key positions, skills, knowledge and abilities for evaluating potential offers for the technical assistance contract via an RFP process. The DS Contractor shall also develop evaluation factors to guide the Project Sponsor's review and selection of a contractor for the Activity.

N. Justification

The DS Contractor shall provide an explanation of why USTDA's grant funding is needed, including a description of how the Project would support U.S. government policy priorities, USG initiatives, promote trade, how USTDA's participation would add value to the Project's development, and how the success of the Project would be measured in terms of trade capacity and development impact.

O. Recommendations

The DS Contractor shall provide analysis and recommendations as to whether or not the Project meets USTDA's basic funding criteria as defined in Section D.1.3., "USTDA Funding Criteria," in the Definitional Mission Performance Work Statement.

If the recommendation is that USTDA should fund the activity, but in a phased approach or only if certain outstanding issues are resolved or conditions met, those phases, issues or conditions should be clearly delineated and discussed in the recommendation.

P. Contacts

The DS Contractor shall provide a list of individuals contacted during the DS and fill out Attachment VIII. The list shall include the address, phone and fax numbers, and e-mail address of each individual. All relevant contacts shall also be included in the DS Tracker contacts spreadsheet.

Q. Terms of Reference

The DS Contractor shall be responsible for submitting to USTDA a Terms of Reference ("TOR") and budget for each activity that conforms to USTDA's requirements. For competed grant activities, the DS Contractor will be responsible for development the TOR. For sole-source activities, the DS Contractor will also coordinate with the U.S. industry partner on the TOR development. This work shall entail working with the U.S. firm that will perform the technical assistance and the proposed Project Sponsor through an iterative process to develop the TOR and budget for the activity using the U.S. firm's and Project sponsor's draft proposal, project concept, and inputs as a basis. The DS Contractor shall take a proactive role to improve the TOR quality, consistency and clarity and recommend alternative or innovative approaches where relevant to achieve the Project and Project Sponsor's objectives in line with industry and international best practices. The TOR, which must be approved by the Project Sponsor and the U.S. firm, should include, at a minimum, the following:

1. **Purpose and objective of the Project and Activity.** This section will contain a concise statement describing the Project and Activity.

2. **A technical assessment.** This section will include relevant background information and analysis that is pertinent to the technical feasibility of the Project (*e.g.*, site selection, gap analysis, data collection, comparative analysis, parameters for pilot project implementation, baseline indicators and key performance indicators, a review of any previous reports or studies related to the Project, and an assessment of technologies to be used in pilot project implementation).

3. **An economic analysis of the Project.** This section will include a detailed analysis of all costs associated with the implementation of the Project and relevant additional economic analyses relevant to the viability of the Project. This section shall provide all relevant information pertaining to the economic analysis of the Project (*e.g.*, a cash flow analysis, analysis of market conditions, raw material availability, supply agreements, off-take agreements, competing alternative methods of achieving the same or similar Project objectives). This analysis should also include the internal rate of return under a variety of different assumptions (*e.g.*, different interest rates, depreciation, licensing fees, and import duties).

   In addition, in order to provide the Project sponsor with sufficient information to responsibly implement, manage, and maintain the Project for the duration of the investment, this section will provide a Life Cycle Cost Analysis (LCCA) as part of the overall Project cost estimate. The LCCA shall examine the total initial capital costs to plan, design, develop, and build the Project, and also shall include a detailed analysis of the costs associated with the medium-term and long-term operation of the Project, which includes maintaining the facilities, equipment, and other assets financed as part of the Project. Such costs include, but are not limited to, warranties, operation, maintenance, acquisition, installation, refurbishment, and disposal costs that could be encountered throughout the life of the Project.

4. **A financing plan for the Project.** This section shall provide an analysis on the different types of financing (e.g., equity, debt) available for Project implementation. This section will assess whether or not potential public and private financing organizations (e.g., the World Bank, relevant regional multilateral development banks, Ex-Im and DFC) are interested in providing financing for Project implementation. This section shall include a financing plan and a financing strategy, including several approaches to securing financing for the Project based on discussions with the Project sponsor, potential lenders and potential financiers. This section shall outline the rationale for the financing plan and financing strategy and shall take into account a number of relevant factors (e.g., timing, interest rates, and potential financing terms). This section shall also provide a recommendation for the most effective financing sources for the Project.

This section shall include a sensitivity analysis of the return on investment ("ROI"). The sensitivity analysis shall account for the cost recovery indicators based on different assumptions for key Project variables, such as electricity tariffs, sales volumes, capital and operating cost estimates, and interest rates and investment requirements.

If sources of financing are not yet confirmed, this section shall identify the potential sources of financing. The U.S. firm, with the Project sponsor's express permission, shall contact the potential sources of financing to assess the likelihood of receiving financing from such sources. This section shall outline the sources including, but not be limited to, bilateral financing institutions, multilateral financing institutions, international financing institutions and local and regional commercial banks.

This section shall also identify any and all Project risk factors and including a risk avoidance/reduction plan for each factor by means of insurance and bonding or other means. The plan shall meet the requirements of the potential financing sources, including host country sources, multilateral financiers, international financing institutions and others.

5. **An appropriate preliminary environmental analysis of the Project.** This section shall include a preliminary review of the Project's anticipated impact on the environment with reference to host country requirements and those of potential financiers (e.g., the World Bank or other multilateral development banks (MDBs), the International Finance Corporation (IFC), commercial or investment banks, or other financial institutions). This review may reference common international best practice standards, such as the IFC Performance Standards, the Environmental and Social Framework (ESF) of the World Bank, environment and social standards of other MDBs, and the Equator Principles. This review shall identify potential negative impacts and discuss the extent to which they can be mitigated, including recommendations for specific mitigation actions. The U.S. firm shall develop plans for a full Environmental and Social Impact Assessment (ESIA) as part of further Project development following the completion of the FS or TA. This includes the identification of steps that will need to be undertaken by the Project sponsor subsequent to the activity's completion and prior to Project implementation.

   If the Infrastructure Risk Screening (see J above) indicated the need for specific environmental or disaster risk or resilience considerations during the FS or TA, the Contractor shall propose language detailing how the U.S. firm should conduct this analysis and address these risks in its recommendations (see Attachment VII).

6. **A review of regulatory issues and the legal framework related to the Project.** This section shall include a discussion of the relevant regulatory structure needed, including an assessment of any regulations that would impact the Project's viability, a prognosis to move forward, and a need for additional regulations. Unless otherwise specified, this review shall include a review of current and proposed regulations, permitting requirements, licensing requirements, legal framework, construction

approvals, foreign participation regulations, regulations that impact environmental requirements, and any other regulatory issues that may have a significant impact on the Project. This section shall identify policy and/or legislative actions that could either act as potential barriers to the implementation of the Project or would be necessary for implementation of the Project. This section shall also review any pending or potential regulatory actions that may impede Project implementation. If the Project does not meet all requirements, the U.S. firm shall identify methods to overcome those deficiencies.

7. **An analysis of key host country development impacts.** This section of the TOR shall detail the anticipated host country impacts of the Project. This task shall incorporate the baseline information gathered by the DS Contractor and provide clear instructions to the Project Sponsor and U.S. firm to update this baseline information to accurately reflect new projections based on the analysis of Project feasibility and recommendations set forth in other tasks. The U.S. firm shall work closely with the Project Sponsor during this task to ensure that the projected development impacts are viable and measurable. The U.S. firm will be required to provide quantitative and qualitative assessments of the potential impact of implementing the Project, with specific attention to the development impact measures approved by USTDA. For the qualitative assessment, the U.S. firm shall provide narrative descriptions of how the implementation of the Project is anticipated to impact each of the above indicators. For the quantitative assessment, the U.S. firm shall provide a baseline measurement and anticipated outcome for each of the above indicators. The assessment shall clearly articulate the anticipated timeline for the realization of these outcomes, how such information can be measured, and what sources could be utilized to determine whether the outcome was realized. The DS Contractor may propose alternate indicators, as appropriate, based on the results of the technical analysis with USTDA approval.

8. **U.S. sources of supply.** This section of the TOR shall contain a task for an assessment of U.S. sources of supply for all goods and services required to implement the Project. This section shall include a list that includes 1) the possible U.S. sources of supply and/or services for the Project; 2) a detailed description of relevant products, solutions and/or services to be provided; and 3) contact information for the party or parties responsible for marketing/sales in the host country. The business name, point of contact, address, telephone number, and e-mail address shall be included for each identified party. This shall include different types of U.S. suppliers that would be relevant to the implementation of the Project (e.g., technology license providers, engineering and construction companies, project management and oversight companies, equipment providers, and U.S. suppliers of environmental protection and compliance equipment). The list may also include information on potential U.S sources of services that the Project sponsor may need for the successful technical and commercial operation of the Project, such as operating management, maintenance management, product quality control, and product marketing assistance.

The U.S. firm shall be expected to be in direct contact with potential U.S. suppliers. The U.S. firm shall meet with U.S. companies to better understand their interest in the Project. The U.S. firm shall also identify any potential challenges for U.S. suppliers and ways to mitigate these challenges. For competed projects, the U.S. firm shall prepare a Project announcement that can be publicly distributed to various U.S. based equipment and service firms announcing the Project and the requirements (at an informational level).

The U.S. firm shall engage relevant potential suppliers in discussions and analyze their interest in supplying equipment and services for the Project. The U.S. firm shall inform the Project sponsor of which U.S. suppliers have expressed interest in the Project.

9. **An implementation plan.** This section shall include the work required, after the conclusion of the activity, to implement the Project, with a corresponding timeline of when each step is anticipated to occur. This section shall include all relevant information pertaining to the implementation of the Project and specifically address any gaps and inefficiencies identified during the course of the activity. The implementation plan shall provide the Project sponsor with a detailed description of the gaps and the options to mitigate each of them, coupled with a cost/benefit breakdown for each option (e.g., technology procurement, installation, site preparation, any facility renovations/construction, civil modifications required during construction, short and long-term training requirements, operations and maintenance, a proposed annual budget requirement for the Project, any relevant changes to the Project sponsor's corporate structure that could bolster the implementation of the Project, Key Performance Indicators including their baselines and proposed annual targets, power purchase agreements, and construction requirements). The implementation plan shall also include a detailed strategy on how the Project will meet any regulatory, licensing, permitting, and environmental requirements identified in Tasks 5 and 6. The implementation plan shall be of sufficient scope and detail for presentation to potential financing source(s).

   The U.S. firm's implementation plan and budget shall be based on the final agreed-upon strategy for Project implementation as recommended by the U.S. firm and adopted by the Project Sponsor.

10. **Final Report.** The U.S. firm shall prepare and deliver to the Project Sponsor and USTDA a substantive and comprehensive final report of all work performed under the TOR. The final report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Project sponsor. The final report also shall include an Executive Summary. The final report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

The TOR must be designed to meet the requirements of the most likely source(s) of implementation financing. The requirements of some of the potential financing sources may be found at the following web sites:

www.dfc.gov/what-we-offer/our-products
www.exim.gov/what-we-do
www.ifc.org/solutions
www.adb.org/site/public-sector-financing/financial-products
www.ebrd.com/what-we-do/products-and-services.html
www.iadb.org
www.afdb.org/en/projects-and-operations/financial-products

R. Activity Budget

Activity Budget Format (2-3 Pages)

The DS Contractor shall provide a detailed budget that is divided into two parts: a line-item budget and task breakdown (Attachment IV) and a Task Completion Schedule (Attachment V).

All costs in the budget should be reasonable and allocable to the work being performed, and should cover all of the work required under the activity's TOR. The budget should be supported with sufficient detail to enable USTDA staff or others reviewing the material to understand completely, not only the budgeted amounts, but also the methodology that justifies the budget amounts. The budget should be provided in accordance with the format in Attachment IV and should include:

1. Labor: Labor, budgeted by position title and task for each of the positions on the U.S. firm's team. Positions should be identifiable, with descriptions of the positions and proposed team members included in the proposal. Person-Days should reflect the proposed number of days of work effort proposed for each position for each task. The labor cost shall be derived as set forth in Attachment IV. The proposed budget may not include fee or profit.

2. Other Direct Costs ("ODCs"): Itemization for per diem, transportation, communications, purchased services/contracts, translation of final report, and other direct costs. Per diem must be based on U.S. Government rates, which are available on the State Department website (https://aoprals.state.gov/web920/per_diem.asp). The budget shall include a breakdown of the estimated ODCs by task.

3. For each line item, the Contractor shall include an explanation for how all costs were derived.

The Task Completion Schedule should list each major task to be performed in support of the activity's TOR. The duration of each task is to be graphically presented in a bar chart as illustrated in Attachment V.

The budget narrative should provide a detailed budget explanation and justification presenting how all costs have been derived in accordance with the sample provided in Attachment IV. The narrative must include an explanation for every line item. In general, each narrative statement should describe, in as much detail as possible:

1. What the specific item is;
2. How the specific item relates to the activity; and
3. How the amount shown in the budget was arithmetically determined.

Attachment II

RFP Annex Outline for Competed Grant Activities

DS Contractor Guidance:

For Project Report assignments that involve competed grant activities, the DS Contractor shall also provide a redacted version of the approved Project Report that will be included as an annex in the RFP solicitation for the technical assistance contract ("RFP Annex") that is posted on USTDA's website and sam.gov. The purpose of the RFP Annex is to provide relevant background information to inform the development of proposals by U.S. firms interested to bid on the contract for the USTDA-funded activity.

The DS Contractor shall clear the RFP Annex with the Project Sponsors to ensure the document does not contain sensitive or business confidential information and is suitable for inclusion in the RFP package. The DS Contractor shall redact all individual contact information from the report. In keeping with the public nature of this document, the DS Contractor must include in the RFP Annex, as appropriate, a list of sources and citations for the information contained in the report.

As determined in consultation with the Project Sponsor and the COR, the RFP Annex may include but is not limited to the following Project Report sections:

RFP Annex Outline:

A. Executive Summary
B. Market and Sector Background
C. Project and Activity Description
D. Project Sponsor's Capabilities and Commitment
E. Implementation Financing
F. U.S. Export Potential
G. Development Impact
H. Environmental Impact

Attachment III

Impact on U.S. Labor Statement

The Foreign Operations, Export Financing and Related Programs Appropriations legislation restricts U.S. foreign assistance from being used to provide:

(a) any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States;

(b) assistance for any program, project, or activity that contributes to the violation of internationally recognized workers' rights, as defined in section 507(4) of the Trade Act of 1974, of workers in the recipient country, including any designated zone or area in that country: *Provided*, That the application of section 507(4)(D) and (E) of such Act should be commensurate with the level of development of the recipient country and sector, and shall not preclude assistance for the informal sector in such country, micro and small-scale enterprise, and smallholder agriculture;

(c) any assistance to an entity outside the United States if such assistance is for the purpose of directly relocating or transferring jobs from the United States to other countries and adversely impacts the labor force in the United States; or

(d) for the enforcement of any rule, regulation, policy, or guidelines implemented pursuant to—

(A) the third proviso of subsection 7079(b) of the Consolidated Appropriations Act, 2010;

(B) the modification proposed by the Overseas Private Investment Corporation in November 2013 to the Corporation's Environmental and Social Policy Statement relating to coal; or

(C) the Supplemental Guidelines for High Carbon Intensity Projects approved by the Export-Import Bank of the United States on December 12, 2013, when enforcement of such rule, regulation, policy, or guidelines would prohibit, or have the effect of prohibiting, any coal fired or other power-generation project the purpose of which is to: (i) provide affordable electricity in International Development Association (IDA)-eligible countries and IDA-blend countries; and (ii) increase exports of goods and services from the United States or prevent the loss of jobs from the United States.

Attachment IV

USTDA Nationality Requirements

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

Award is limited to U.S. firms or U.S. individuals. Contractor and U.S. subcontractor employees used shall be either U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States. Contractor use of subcontractors is limited to less than fifty percent of the proposed price. International transportation and insurance must have their nationality, source and origin in the United States. Local lodging, food, and transportation in the host country are not subject to this restriction.

Nationality 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 United States (a green card holder).

A "U.S. consultant" is (a) a U.S. citizen whose principal place of business is in the United States, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the United States (a green card holder) whose principal place of business is in the United States.

A "U.S. firm" is a privately owned firm that 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. citizens and/or non-U.S. citizens lawfully admitted for permanent residence in the United States, 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 that is organized in the U.S., has its principal place of business in the U.S., and is more than 50% owned by U.S. citizens and/or permanent residents, qualifies as a "U.S. firm".

A nonprofit organization, such as an educational institution, foundation, or association, also qualifies as a "U.S. firm" if it is incorporated in the U.S. and managed by a governing body, a majority of whose members are U.S. citizens and/or permanent residents.
The full NSO policy can be viewed under the Document Center on USTDA's website: https://www.ustda.gov/ustda-document-center.

Attachment V

Required Budget Format

DIRECT LABOR COSTS:

TOR Task	TOR Task Name		Primary Contractor (Employee) Labor		
			Total Person Days x	Daily Rate* =	**TOTAL COST**
I	Task _____	(Position A)	_____	_____	_____
		(Position B)	_____	_____	_____
		TOTALS:	_____	_____	_____

TOR Task	TOR Task Name		Non-Employee Labor		
			Total Person Days x	Daily Rate ** =	**TOTAL COST**
I	Task _____	(Position A)	_____	_____	_____
		(Position B)	_____	_____	_____
		TOTALS:	_____	_____	_____

TOTAL DIRECT LABOR COSTS: _____

OTHER DIRECT COSTS:

Purchased Services/Contracts* **	Tasks	**TOTAL COST**
_____	_____	_____
_____	_____	_____

Travel	**Trips**	**Trip Cost**	TOTAL COST
International Air Travel	_____	_____	_____
In-Country Air Travel	_____	_____	_____
Ground Transportation	_____	_____	_____

	Trip Days	Per Diem Rate	**TOTAL COST**
Per Diem	_____	_____	_____
Other (local travel, etc.)	_____	_____	_____
Interpreters	_____	_____	_____

Other	**TOTAL COST**
Reproduction and Binding	_____
Courier Services	_____
Visa Services	_____
Communication	_____

TOTAL OTHER DIRECT COSTS: _____

TOTAL COSTS (DIRECT LABOR COSTS + OTHER DIRECT COSTS): _____

TOTAL U.S. COMPANY COST SHARE (IF APPLICABLE): _____

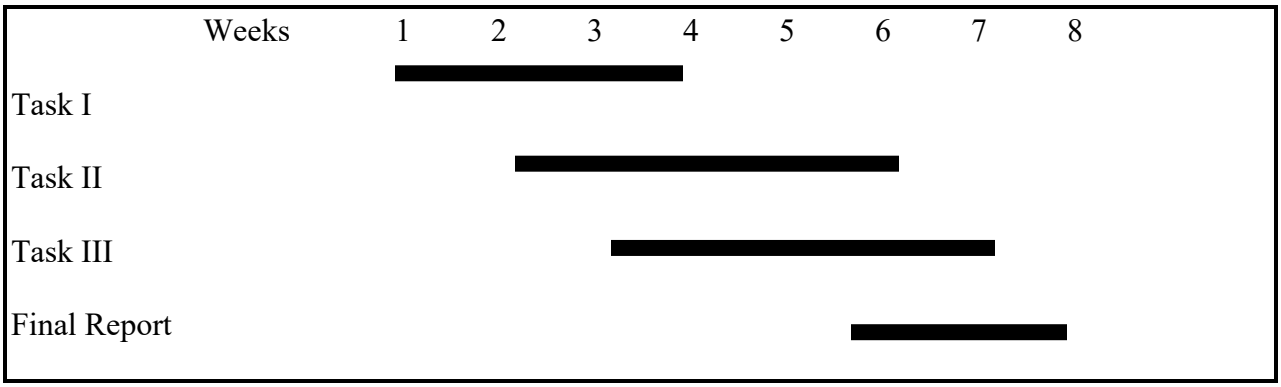
USTDA GRANT: _____

* Primary Contractor (Employee) Labor Costs = Salary + Overhead + Benefits (no fee or profit if sole source contract)
** Non-Employee Labor Cost = Salary + Overhead + Benefits Reasonable Fee or Profit)
*** Purchased Services/ Contracts may include engineering drawings, lab work, surveys, translation, etc., which would not be included in Non-Employee Labor Cost above.

[PLEASE NOTE: BUDGET MUST COMPLY WITH USTDA NATIONAL SOURCE AND ORIGIN REQUIREMENTS, INCLUDING 30% HOST COUNTRY MAXIMUM]

Attachment VI

Task Completion Schedule



Instructions

List each major task to be performed. The duration of each task is to be graphically represented. For example, in the illustrative schedule, Task 1 is to begin in Week 1 and end in Week 4. Preparation of the Final Report begins in Week 6 and is completed in Week 8.

Attachment VII

Budget Narrative Requirements

DIRECT COSTS

Direct Labor – Only salaries and wages for employees of the proposed U.S. firm should be identified here. Provide the job title; the names of the individuals, if known; the experience and training that describes the individual's capabilities for the activity and supports the proposed daily rate; and an explanation of what work the individual will perform under the Terms of Reference. For each, provide the mathematics for how the loaded rate was developed.

1. *Example:* Project Manager/Senior Engineer – This individual will provide necessary guidance and support to the activity to ensure successful completion of the System Design and oversee the completion of the Terms of Reference. The proposed individual has 15 years' experience managing telecommunications projects. It is estimated that 130 days will be required at a daily rate of $1455. The rate was calculated with a base salary of $776 a day and includes a fringe benefit rate of 25% and an overhead rate of 50%.

2. *Example:* Junior Engineer – This individual will work with the Senior Engineer to develop the system design and provide documentation for the feasibility study. It is estimated that 75 days will be required at a daily rate of $728 a day. The rate was calculated with a base salary of $388 a day and includes a fringe benefit rate of 25% and an overhead rate of 50%.

Other Direct Labor – Consultants and other Non-Employee Labor should be identified here. Provide the job title; names of the individuals, if known; primary organization affiliation, if applicable; experience and training that describes the individual's capabilities for the activity and supports the proposed daily rate; and an explanation of what work the individual will perform under the Terms of Reference. A small profit/fee may be added, if justified. For each, provide the mathematics for how the loaded rate was developed.

1. *Example:* Independent Consultant – This individual will develop questionnaires and surveys to gather data from local participants and officials for the marketing plan. The individual will have experience developing and administering questionnaires and knowledge of the host country. It is estimated that 30 days will be required at a daily rate of $577 a day. The rate was calculated with a base salary of $300 a day and includes a fringe benefit rate of 30% and an overhead rate of 45%. A fee of $11 a day is included because [*Note: justification should be included here*].

OTHER DIRECT COSTS

Purchased Services/Contracts – For each purchased service or contract, include a clear description of the work to be performed as it relates to the Terms of Reference and a separate detailed budget. If the contractor or vendor is known, provide a basis for selection.

1. *Example:* Translation Services – A translation service provider will be hired to translate the final report. Generally, it is estimated that 1000 pages will be translated at $1.00 a page

2. *Example:* ABC Marketing, Inc. – This contractor was selected because they have 10 years' experience developing marketing plans with significant experience in the host country. ABC Marketing will develop the marketing plan utilizing the data collected from questionnaires and surveys. Attached is ABC Marketing's detailed budget of $15,324.

Domestic and Foreign Travel – Include the destination and its relationship to the Project and the direct relevance to the Terms of Reference. Itemized costs must be included for each trip.

1. *Example*: One Kick-Off Meeting to be attended by the Project Manager/Senior Engineer, Junior Engineer, and Independent Consultant.

   Roundtrip Roundtrip Airfare (Economy Class): $2,973/per Trip X 3 People = $8,919
   Per Diem: $182 X 10 days X 3 People = $5,460
   Local Transportation: $250/trip X 9 Trips = $2,250
   Transportation to/from Airport: $100/Trip X 4 Trips = $400

2. *Example:* Two System Design Trips (10 days each) for the Project Manager/Senior Engineer and Junior Engineer

   Roundtrip Airfare (Economy Class): $2,973 X 2 Trips X 2 People = $11,892
   Per Diem: $182 X 2 Trips X 10 days X 2 people = $7,280
   Local Transportation: $250/trip X 18 Trips = $4,500
   Transportation to/from Airport: $100/trip X 4 trips = $400

3. *Example:* Two Data Gathering Trips for the Marketing Plan (10 days each) for the Project Manager/Senior Engineer and Independent Consultant

   Roundtrip Airfare (Economy Class): $2,973 X 2 Trips X 2 People = $11,892
   Per Diem: $182 X 2 Trips X 10 days X 2 people = $7,280
   Local Transportation: $250/trip X 18 Trips = $4,500
   Transportation to/from Airport: $100/trip X 2 trips = $200

Other Expenses – Other expenses may include such items as reproduction, publishing costs, and telephone calls. Provide a detailed explanation for each item as to how it directly relates to the Terms of Reference and include calculations on how the numbers have been derived.

1. *Example:* Reproduction of the Final Report – Eight copies of the final report will be reproduced and bound in accordance with the final report specifications provided by USTDA.

   Reproduction: 1000 Pages X $.10/per Copy X 8 Copies = $800
   Binding and Final Report Specifications: $20/per Copy X 8 Copies = $160

Attachment VIII

USTDA Infrastructure Risk Screening Reference Guide

Overview

In order to assure the quality, financeability, and resilience of Activities that USTDA supports through project-preparation grants, environment-related and geophysical risks of the proposed Activity must be considered at the project scoping stage for all feasibility studies (FS) and technical assistance (TA) activities.[1] USTDA aims to improve decision making by bringing USTDA-funded Activities into alignment with investor requirements as they relate to considerations of environmental impacts and impacts of other natural hazards.

Accordingly, the DS Contractor for FS/TA activities shall conduct an Infrastructure Risk Screening (Screening). Based on the results of the Screening, the Contractor shall assess the environmental and geophysical risks to the project as low, moderate, or high. The Contractor shall provide a detailed explanation for this assessment.

In the Screening, the Contractor shall identify potential environmental risks to and vulnerabilities of the Project (for example, sea level rise, drought, or floods) as well as geophysical hazards (for example, earthquakes, tsunamis, volcanic eruptions, or landslides) that create risks to the Project and discuss opportunities for the Project to, at a minimum, minimize or mitigate the risk or, at best, actively incorporate environment and disaster resilience into the design of the Project. If the risk is high, the Contractor shall provide a recommendation as to whether the approach to or design of the Project can be revised to ensure long-term sustainability, or whether, in the Contractor's view, the environmental or geophysical risks and vulnerabilities are so severe that the Project should not move forward as planned.

What does USTDA mean by Infrastructure Resilience?

An infrastructure resilience assessment looks at the impact of environmental and geophysical hazards on a potential Project and involves two phases: (1) Infrastructure Risk Screening and (2) the incorporation of environment and disaster resilience considerations into the TOR to ensure potential adverse environmental impacts and geophysical hazards are addressed in the Activity. **The Infrastructure Risk Screening** identifies potential environmental and geophysical risks, vulnerabilities, and opportunities pertaining to a program or investment, determines if additional analysis is required, and if so, helps to scope that analysis. In other words, it is intended to either identify what further study is required, determine that further analysis is not warranted, or determine that the environmental and geophysical risks are so high that the Project cannot move forward as planned.

Screening should occur early enough in the development process (e.g., at the DS stage) to influence the analysis and decisions that follow. For that reason, screening should be fairly high level and quick, broadly characterizing current and future environmental risks and geophysical

[1] Categorical exclusions from this requirement for infrastructure resilience assessment include: Global Procurement Initiative activities, *de minimis* training grants, and International Business Partnership Programs (i.e. reverse trade missions, conferences, and workshops).

hazards and their interaction with proposed investments. In some cases, screening may directly influence design.

How the Contractor incorporates infrastructure resilience considerations into the TOR will depend on the level of environmental and/or geophysical risk (see below for additional information).

Elements of Effective Infrastructure Risk Screening

An Infrastructure Risk Screening should consider:

1. **Current and projected environmental conditions and trends at proposed Project location(s).** Based on existing information, the analysis should consider current environmental trends and future scenarios at the proposed Project location(s). The analysis should focus on those parameters that are relevant for the specific Project under consideration. Screening should consider vulnerabilities to extreme events as well as longer-term changes. Screening should consider current and projected future conditions, bearing in mind the expected timeframe and lifetime of the Project. Key parameters to be considered include:

    a. Temperature
    b. Precipitation and runoff (including implications for droughts, floods, water availability, water levels, soil moisture, fire risk, etc.)
    c. Wind and other storm-related threats
    d. Sea level rise and storm surge, and associated consequences (such as saline intrusion) for locations near coastal margins
    e. Ocean acidification (changes in pH) for Projects with marine or coastal linkages
    f. Any other environmental-related factor that would clearly be salient to the Project.

2. **Other geophysical hazards to which the site is prone.** Based on existing information, the analysis should consider geophysical hazards that are possible at the proposed Project site(s). The analysis should focus on those geophysical hazards that are relevant for the specific Project under consideration. Key parameters to be considered include (as relevant):

    a. Earthquakes
    b. Tsunamis
    c. Volcanic eruptions
    d. Landslides
    e. Any other geophysical factor that would clearly be salient to the Project.

3. **Potential impacts of environmental change or the geophysical hazard(s) on the Project itself.** Impacts from environment-related or other geophysical hazards depend on the nature of the Project, as well as the current and projected environmental conditions or geophysical hazards affecting the location of the Project or locations on which the Project depends (e.g., access routes, locations critical to supply chains). Note that at this early stage in development, projects and their potential locations may not be well-defined, so the

Contractor will need to use whatever information is available to them to conduct the screening.

Based on the results of the above analysis, the Contractor shall assign a risk rating for the Project. This rating is a qualitative measurement and shall be expressed as Low, Moderate or High risk.
The Contractor shall take into account the environmental and geophysical risks associated with the relevant geography and the likelihood that these risks will have an impact on the Project to consider:

1) The **probability** that there will be a negative environmental impact or other geophysical hazard in the relevant geography for the Project.
2) How **severe** a negative environmental impact or other potential events associated with a geophysical hazard is likely to be in the relevant geography and on the Project.

How Should the TOR of the FS/TA Address Infrastructure Resilience?

The level of environmental and/or geophysical risk will determine how the Contractor shall incorporate environmental and disaster resilience considerations into the TOR. Specifically:

Risk Level	Definition	How to Reflect in TOR/Impact on Approval Process
Low	Negligible environmental/geophysical risk - There are no discernible, material risks to the project due to environmental or other geophysical hazards.	Incorporate section into TOR that outlines potential environmental and/or geophysical risks that should be reviewed and highlighted to Grantee for consideration during implementation of Project.
Moderate	The effects of environmental or other geophysical hazards could adversely affect the use, technical performance, or lifetime of the infrastructure, or have detrimental effects on the financial performance of the asset (for example, by raising costs, requiring expensive maintenance, or reducing revenue or the likelihood of loan repayment). Future environmental conditions and geophysical risk should be considered in design standards for the project.	Incorporate section into TOR that outlines environmental and/or geophysical risks identified in Screening and provides instructions for further analysis of environmental and/or geophysical risks that would have long-term implications for the Project. Require Final Report provide recommendations for risk mitigation.

High	Environmental and/or geophysical risk could pose a significant threat to the performance, economic viability, lifetime or future usability of the project.	Either 1) Consider not recommending the activity if the proposed Activity faces a high level of environmental and/or geophysical risk that cannot be mitigated;* OR 2) Include specific language within the TOR to: further assess environmental and geophysical risks for the Project; ensure identified risks are fully taken into consideration and that appropriate measures are incorporated to ensure resilience as part of any site selection, design, or other relevant components of the FS or TA; and make recommendations to the Grantee for any additional steps that should be taken to incorporate resilience considerations or otherwise mitigate the risk to the Project from the identified environment-related and/or geophysical hazards.**

*In cases where the Screening has indicated that a proposed Project has a high risk and should not move forward, meaning that:

1) The environmental and/or geophysical risk to the Project is so significant that:
    a. It renders the Project unattractive for financing; or
    b. The Project would be unlikely to provide development benefits that would justify the investment in the Project; or
    c. The environmental and/or geophysical risks and environmental and social impact of the Project would combine in a way that poses an unacceptably high environmental and social risk; and
2) These risks cannot be effectively mitigated

the Contractor shall note this and provide an explanation in the final DS report prepared for USTDA.

In many cases, further analysis of infrastructure resilience considerations will be incorporated into the PESIA. For other activities, though, it may fit more naturally as a part of another task. In considering the placement of the resilience section of the TOR, it will be important to consider how the information will be used, and whether it will inform other tasks under the TOR.

** In cases where the Screening has indicated that a proposed Project has a high infrastructure risk that cannot be mitigated, it will be important for the FS or TA to incorporate a thorough analysis of the risk(s) and detail how the recommendations in the FS or TA final report effectively mitigate those risks.

Attachment IX - U.S. Companies Contacted During the Course of the Definitional Mission

	Firm / Organization	Contact Person (First Name)	Contact Person (Last Name)	Contact Person (Title)	Address 1	City	Zip	Country	Phone Number	Email Address	Website	E-mail Address	Date(s) of Contact	Comments/ Quotes
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														

THE FOLLOWING ITEMS REPRESENT THE "PROPOSAL PACKAGE" THAT SHOULD BE RETURNED IN RESPONSE TO THIS SOLICITATION (Addendum to FAR 52.212-1, Instructions to Offerors – Commercial Items (SEP 2023).

E.1. Offer Submission:
Send your offer by email to contractproposals@ustda.gov which is **due no later than 1:00 PM, local Arlington, VA time on Friday, July 17th, 2026.** Proposals submitted by facsimile or to alternate email addresses will NOT be accepted. Late proposals will be processed in accordance with Federal Acquisition Regulation guidance.

E.2. Questions Relating to This Solicitation:
All questions must be emailed to the POC listed in the solicitation at contractproposals@ustda.gov and tjohnson@ustda.gov no later than **1:00 p.m., Arlington, VA Time Tuesday, June 23rd, 2026. Please reference the Solicitation Number and Project Title in the SUBJECT LINE of your email.**

E.3. Notice Regarding Suspension/Debarment/Ineligibility:
Any contract awarded to a contractor who, at the time of award was suspended, debarred, and ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.

E.4. Inspection and Acceptance:
All services are subject to COR's and/or ACOR's final approval. All work will be inspected and accepted at USTDA's Office, Arlington, VA.

E.5. Instruction for Submission of Offer/Proposals Responses Shall Be Submitted in TWO Separate Volumes as Follows:

VOLUME I: TECHNICAL PROPOSAL:

No pricing information shall be included as part of the technical proposal. All pricing information shall be included in a separate volume

Technical proposal shall not exceed 10 pages in length. Any additional pages will not be evaluated.

(a) Proposals will be evaluated strictly in accordance with its written content. Proposals that merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. RFP respondents who fail to meet the minimum technical requirements of the solicitation will be rated as *Unacceptable* and will be ineligible for award.

(b) USTDA will evaluate the proposed staffing based on the quality and availability of resources to support the services identified in the Performance Work Statement (PWS). This will include the adequacy of proposed methodology and work plan.

(c) Offerors shall propose a clear rationale for the proposed methodology and work plan and describe how the requirement will be completed successfully. This may include a strategy for a staffing approach inclusive of level of effort, travel, timing, risk assessment, etc.

(d) The Offeror's relevant experience developing Terms of Reference and budgets for feasibility studies and technical assistance, and experience with relevant financing mechanisms, shall also be evaluated.

(e) The Offeror shall provide examples supporting such experience and expertise. Proposals, which merely restate the requirements or state that the requirements will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum technical requirements of the solicitation will be rated Unacceptable and will be ineligible for award.

The RFP respondent(s) shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. RFP respondent(s) are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. **No material may be incorporated in the proposal by reference in order to circumvent the page limitation.** Please submit the technical proposal as a **searchable** PDF.

The following documents are **not** included in the page limitation:

a. **Cover Page**

b. **Table of Contents**

c. **Executive Summary:** Although this section will not be evaluated, if included, it should allow technical reviewers to quickly understand the critical elements of the proposal including the most salient features of the RFP respondents' technical vision and approach, the key personnel, and capabilities to accomplish the desired results. This section shall be limited to 1 page. Any additional pages will not be reviewed.

d. **Resume/Curriculum Vitae (CV):** Resumes/Curriculum Vitae (CVs) as part of the proposal, may not exceed 3 pages per person. Any additional pages shall not be reviewed.

e. **Past Performance Information:** Offerors shall submit a list of no more than three (3) most recent Government and/or commercial contracts in performance at any point during the three (3) years prior to the proposal submission date, which are relevant to the efforts required by this solicitation. A brief description of the effort, name of the Agency/organization the contract is/was with, contract period of performance, total contract value, point of contact for each submitted effort, and contact information (name and phone number/email) must also be provided.

Past performance will be considered relevant if the contract demonstrates relevant

experiences that are similar in size, scope, and complexity to the effort described in the solicitation. The Government reserves the right to obtain past performance information from any available source, to include the U.S. Government's Past Performance Information Retrieval System (PPIRS) and may contact customers other than those identified by the Offeror when evaluating past performance.

Past Performance Questionnaire – The Offeror shall provide information for a maximum of three (3) contracts and/or subcontracts held within the last three (3) years. Also, ensure the attached Past Performance Questionnaire is forwarded by the Offeror to the contract POC for which the past performance reference is being provided. The government will use information submitted by the Offeror's past performance POC, such as other Federal Government offices and commercial sources, to assess performance. The attached Past Performance Questionnaire MUST be completed by the POC providing reference to the solicitation number: 1131PL26R0005-1. Upon completion, the past performance POC should forward the completed questionnaire to USTDA via email to contractproposals@ustda.gov no later than 1 PM., Arlington, VA Time on **Friday, July 17, 2026**.

VOLUME II: PRICE

Price Proposal:

(a) RFP respondents shall submit their price proposal using Standard Form (SF) 1449-Solicitation/Contract/Order for Commercial Items. Each RFP respondent should ensure their CAGE CODE is in Block 17A and complete blocks 24 (with pricing information), 30A, 30B, and 30C.

(b) File name for the Price Proposal shall start with "Price" followed by Offeror's name, which shall not exceed 7 characters (e.g. Price ABCD).

There is no page limitation for the Price Proposal.

E.6. Price Evaluation Approach: A price evaluation will be conducted in accordance with FAR 15.404-1 to determine completeness (i.e. all information required by the RFP has been submitted and is accurate) and reasonableness. The Government may also conduct price realism for the purpose of assessing whether an Offeror's unrealistically low price reflects on its understanding of the task order requirements or the risk inherent in the Offeror's approach. Prices found to be unrealistically low (an indication of "buy – in") will be ineligible for award. The evaluated price will be used in the tradeoff analysis between price and technical factors to determine best value. Discounts are encouraged. **All price numbers must be rounded to the nearest whole dollar (NO CENTS).** The total evaluated price shall be the sum of fixed prices.

No adjectival ratings will be used to evaluate Price.

E.7. FAR 52.212-2, Evaluation, Commercial Items (available at www.farsite.hill.af.mil under FAR), is being used. The Government will evaluate offers for award purposes by adding the total

price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). The following non-price factors are of equal importance and will be used to evaluate all offers. **All evaluation factors, other than cost/price, when combined, are significantly more important than cost/price.** As technical merit of the proposals becomes more equal, cost/price may become a determining factor.

(1) TECHNICAL: The following sub-factors are of equal importance:

a) **Sub-factor 1: Technical Approach -** USTDA will evaluate the firm's technical approach, including, without limitation, products and methods, to assess the degree of understanding of the work and feasibility of the solution proposed to complete each of the requirements of this solicitation, as it relates to the Performance Work Statement (PWS).

b) **Sub-factor 2: Technical Expertise -** USTDA will evaluate the offeror's qualifications and experience necessary to provide the services required in this solicitation. Demonstrated technical qualifications and professional experience performing activities of relevant similar scope and complexity to the requirement (experience in emerging markets and quality of proposed technical expert(s) as it relates to the Performance Work Statement (PWS).

(2) PAST PERFORMANCE – The Government will evaluate relevant work of similar size, scope, and complexity performed in the last three (3) years.

(3) PRICE: The Government will evaluate price to determine the following--

- Completeness: All information required by the solicitation has been submitted and is accurate.
- Reasonableness: Price is fair and reasonable in accordance with FAR.

Price proposals found to **be unrealistically low** (an indication of "buy – in") will be ineligible for award. The evaluated price will be used in the tradeoff analysis between price and non-price factors to determine best value.

All evaluation factors, other than cost/price, when combined, are significantly more important than cost/price.

E.8. Evaluation Approach All proposals shall be subject to evaluation by Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. The proposals will be evaluated strictly in accordance with their written content. Proposals, which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the

minimum requirements of the solicitation will be rated Marginal or Unacceptable and may be ineligible for award.

E.8.1. Technical Evaluation Approach: The proposal will be evaluated to determine:

a) The extent to which it demonstrates a clear understanding of requirements presented in the solicitation.

b) The Offeror is encouraged to use specific examples to illustrate technical capabilities as it relates to the PWS.

c) Specifically, the respondent shall demonstrate the relevant technical and professional expertise listed in D.1.5. Project Profile

d) The extent to which the proposed approach is workable and the end results achievable.

e) The level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

f) Whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation.

Technical factor and sub-factors shall be evaluated using the following adjectival ratings:

Table 1. Technical Ratings

Rating	**Description**
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

E.7.2. Past Performance Evaluation Approach: The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime Contractor. The Government will conduct a performance risk assessment based on the quality, relevancy, and recency of the Offeror's past performance, as it relates to the probability of successful accomplishment of the required effort. The currency and relevance of the past performance information, source of the information, context of the data, and general trends in the Contractor's performance will be considered.

The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Because of the wide variety of past performance history of individual Offerors, the Government is not required to ensure that an equal number of references be obtained for each Offeror. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

In the case of an Offeror without a record of relevant and recent past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

Past Performance factor shall be evaluated using the following adjectival ratings:

Table 2. Past Performance Confidence Assessments	
Rating	**Description**
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

E.7.3. Best Value Award Determination

The Government will make an award to the RFP respondent whose proposal conforms to the PWS requirements and is determined, based on the evaluation factors, to represent the best value to the Government. The Government seeks to award to the RFP respondent who gives USTDA the greatest confidence that it will best meet or exceed the requirements affordably. This may result in an award to a higher rated, higher priced RFP respondent, where the decision is consistent with the evaluation factors and the Contracting Officer reasonably determines that the technical superiority of the higher priced RFP respondent merits the additional price.

The Government may award based on initial proposals received, without further discussions. Accordingly, each RFP respondent should submit their proposal to the Government using the most favorable terms from a technical and price standpoint. Pursuant to FAR Part 15.306(c), if discussions are held, the Contracting Officer shall establish a competitive range of the most highly rated proposals. If the number of most highly rated proposals exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range.

Only <u>two</u> awards will result from this RFP. Proposals that do not address all requirements presented in the PWS may not be considered for award.