



COMBINED/SYNOPSIS SOLICITATION

SOLICITATION TITLE: Turkey Smart Cities and ICT Development Definitional Mission
SOLICITATION NUMBER: 1131PL21RDM21032
ISSUANCE DATE: January 8, 2021
CLOSING DATE: January 22, 2021, 4:00 PM, Washington, D.C. Local Time

The U.S. Trade and Development Agency (USTDA) has a requirement for a Turkey Smart Cities and ICT Development Definitional Mission. The requirement is detailed in the attached solicitation. USTDA is soliciting offers for the purpose of entering into a single award Firm-Fixed-Price contract with a cost-reimbursable contract line item number (CLIN) for other direct costs (ODCs).

This solicitation is a **100 percent Small Business Set-Aside** conducted in accordance with the procedures in Federal Acquisition Regulations (FAR) Part 12 and FAR Part 15 under NAICS 541690.

All Offerors must be registered and have an active status in the beta.SAM database ([beta.SAM.gov](https://beta.sam.gov)) in order to be eligible for contract award. Offerors are reminded that failure to properly enroll in the beta.SAM database and provide accurate Data Universal Numbering System (DUNS)/Tax Identification Number (TIN) information shall make an offeror ineligible for award as described in FAR 52.204-7. Offerors may obtain information on beta.SAM registration via ([beta.SAM.gov](https://beta.sam.gov)). Do **NOT** delay submission of your offer pending receipt of a CAGE code.

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 is in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.

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.

This request for commercial item prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6 and procedures in Subpart 15.3 as supplemented with additional information included in this notice. This announcement constitutes the only RFP; offers are being requested and a written solicitation will not be issued.

Enclosed are the following sections, which contains all information necessary to respond to this RFP:

1. Section B – Schedule of Supplies/Services,
2. Section C – Contract Clauses,
3. Section D – Performance Work Statement, and
4. Section E – Instructions to Offerors.

//Signed//

GARTH A. HIBBERT
Chief, Office of Acquisition Management

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:** Mr. Garth Hibbert, Chief 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

52.202-1	Definitions	NOV 2013
52.202-4	Security Requirements	AUG 1996
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

b. CLAUSES INCORPORATED BY FULL TEXT

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items **NOV 2020**

(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 items:

(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 and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [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 items:

[Contracting Officer check as appropriate.]

__ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

__ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([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) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

__ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

__ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

__ (10) [Reserved].

__ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-3](#).

__ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-4](#).

__ (13) [Reserved]

X (14) (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](#).

__ (15) (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](#).

__ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([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 (JUN 2020) of [52.219-9](#)

__ (18) (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](#).

__ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).

__ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

__ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).

__ (22)

(i) [52.219-28](#), Post Award Small Business Program Re-representation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-28](#).

__ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).

__ (24) [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 (Mar2020) ([15 U.S.C. 637\(m\)](#)).

__ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

__ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).

__ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

- __ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- __ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- __ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
__ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- __ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
__ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- __ (32) (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](#).
- __ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- __ (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
_X (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (37)
- (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.)
- __ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- __ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (OCT 2015) of [52.223-13](#).

__ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of [52.223-14](#).

__ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

__ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

__ (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) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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 (MAY 2014) of [52.225-3](#).

__ (iii) Alternate II (MAY 2014) of [52.225-3](#).

__ (iv) Alternate III (MAY 2014) of [52.225-3](#).

__ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

__ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (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. 2302Note](#)).

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

_X (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) 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 items:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (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](#)).

__ (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 Under Executive Order 13658 (NOV 2020).

__ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

(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 items. 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 (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [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)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([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.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([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](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

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

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [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. 2302 Note](#)).

(xxi) [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.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) 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 items 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 five (5) calendar days.

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 address: www.acquisition.gov.

SECTION D – ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

D.1. PERFORMANCE WORK STATEMENT (PWS)

DEFINITIONAL MISSION FOR TURKEY: SMART CITIES AND ICT DEVELOPMENT

D.1.1. OVERVIEW

The U.S. Trade and Development Agency (USTDA) is a foreign assistance agency that delivers its program commitments through grants and contracts. The projects supported by USTDA activities represent strong and measurable development priorities in the host country and offer opportunities for the sale of U.S. goods and services. Requests for USTDA assistance are made by either public or private sector project sponsors for implementation in developing and middle income countries.

D.1.2. SCOPE OF WORK

USTDA requires services under this non-personal services Definitional Mission (“DM”) contract to support its decision-making relative to the funding of activities to support integrated smart city planning focused on intelligent transportation, smart utilities (energy and water management), and operations management, as well as ICT development, including 5G, fiber optic solutions, and cybersecurity.

The Contractor shall have at least one (1) employee proficient (i.e. speaking and reading) in Turkish at the advanced professional proficiency level (Level 4) (as defined by the U.S. Department of State) (i.e., for speaking: able to use the language fluently and accurately on all levels; and for reading: nearly native ability to read and understand extremely difficult or abstract prose).

The Contractor shall provide project reports (“Project Reports”) for four (4) Activities for USTDA funding consideration and one final report (“Final Report”) in cumulation to USTDA. USTDA reserves the right to make the final determination on which activities merit consideration for the Project Reports.

Each Project Report and the Final Report, unless otherwise directed by USTDA, shall be labeled clearly on every page as “Business Confidential” and shall be treated accordingly per sections D.11, “Confidentiality,” and D.12, “Intellectual Property.”

The purpose of the Final Report is to:

1. Assess and provide a recommendation on whether USTDA should provide funding for the proposed feasibility study(ies), technical assistance, pilot project(s), or other activity(ies), hereinafter referred to as “activity(ies)”;
2. Develop terms of reference and budgets for four (4) Activities for USTDA funding consideration.

- If Contractor is having difficulty meeting this requirement, the Contractor must discuss the findings of the mission with the Contracting Officer's Representative (COR) in advance of writing the draft Final Report.
- 3. Provide supporting analysis for the recommendation on each Activity in a Project Report that analyzes all the relevant issues. The requirements for the Project Reports are further detailed in section D.1.7, Project Reports.
- 4. In addition, the Contractor shall assess the potential of the relevant market sector in the host country for U.S. suppliers of goods and services for each Project Report and in the Final Report.
- 5. The Contractor shall include all Project Reports in a cumulative Final Report to USTDA.

The Contractor will not be paid for reports that are not approved or completed.

The actual number of deliverables/reports against this contract is dependent on the success of the Definitional Mission and availability of projects. Therefore, not all deliverables may be required or be possible and the figures provided for the Project Reports are not-to-exceed ceiling figures and not actual figures. The Contractor shall only invoice for work/deliverables actually completed. Any unexpended funds will be de-obligated from the contract at close-out.

D.1.3. USTDA FUNDING CRITERIA

The Contractor's recommendations shall be based upon USTDA funding criteria, which are that the Project(s) must:

- a) Be likely to receive implementation financing;
- b) Have a procurement process that provides "equal access" to U.S. companies;
- c) Represent an opportunity for sales of U.S. goods and services that is many times greater than the initial investment of USTDA assistance;
- d) Be a development priority of the Project Sponsor and host country where the Project is located and have the endorsement of the U.S. Embassy in that host country; and
- e) 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, the Contractor shall:

- (1) Meet with USTDA's Middle East, North Africa, Europe & Eurasia (MENA/EE) Regional Director (RD) and Country Manager (CM), as well as USTDA's Office of Program Monitoring and Evaluation (OPME) team to discuss the DM objectives and execution strategy;
- (2) Connect with relevant U.S. companies interested in smart city and ICT development in Turkey via conference calls, webinars, and/or in-person meetings;
- (3) Connect with prospective grantees and other stakeholders via conference calls, webinars, and/or in-person meetings;

- (4) Connect with national and municipal financing bodies, including local banks and financing institutions such as the European Bank for Reconstruction and Development, the World Bank, International Finance Corporation, and Islamic Development Bank via conference calls, webinars, and/or in-person meetings;
- (5) Conduct initial meetings with stakeholders, prior to travel, to begin the identification and evaluation of four (4) project opportunities;
- (6) Travel to Turkey, on two (2) separate trips, for at least ten (10) business days during each trip, to meet with potential project sponsors and other relevant parties;
- (7) Identify and evaluate four (4) project opportunities and provide recommendations for USTDA funding;
- (8) Develop Terms of Reference and budgets for each recommended USTDA activity;
- (9) Assess the anticipated impact of each recommended project opportunity, clearly identifying the relevant development impact indicators and anticipated outcomes, as well as the U.S. export potential, anticipated financing sources, and the likelihood of successful implementation;
- (10) Conduct a climate resilience screening for each recommended project opportunity; and
- (11) Provide a full analysis and recommendations to USTDA in a Final Report.

D.1.4. CLIMATE RESILIENCE SCREENING

Per Executive Order (EO) 13677, USTDA is required to consider climate resilience in its international development work. The Agency has determined that in order to be compliant with the EO, climate resilience screenings must be conducted at the project scoping stage for all feasibility studies (FS) and technical assistance (TA) activities. Accordingly, the Contractor shall conduct a climate resilience screening utilizing the guidance provided in Attachment VII.

D.1.5. PROJECT PROFILE

In order to facilitate the development of smart cities in Turkey, the Ministry of Development launched an Information Society Strategy and Action Plan for 2015-2018, which provided the framework for national and municipal planning. Under this framework, several cities introduced smart applications, particularly in the areas of transportation and urban services. Recently, the Ministry of Development designated the Ministry of Environment and Urbanization as the Ministry responsible for overseeing smart city development. The Ministry of Environment and Urbanization established a new Smart Cities and Geospatial Technologies Department, which is developing a new National Smart City Strategy and Action Plan 2019-2022. On the sub-national level, several municipalities including Istanbul, Ankara, Izmir and Gaziantep, have already introduced smart applications to support comprehensive municipal planning as well as projects to improve energy, transportation and e-citizen services.

This past year, the MENA-EE Regional Team created the U.S.-Turkey Next Generation Cities Initiative to showcase U.S. technologies and services in the development of smart cities. Through the initiative, USTDA is collaborating with the Department of Commerce's Foreign Commercial Service in support of the development of smart cities across Turkey. Over the past few months, the Regional Team has held discussions with the Foreign Relations Department of the Istanbul Municipality regarding potential smart city activities focused on energy, water, and

urban planning. In addition, the Regional Team seeks to explore opportunities with Turkish Municipalities. For example the Izmir Municipality is seeking support for smart city investments related to the development of intelligent transportation systems and command centers.

Beyond smart cities, the Turkish Government is prioritizing investment in the ICT sector, specifically focused on 5G, fiber optic solutions, and cybersecurity solutions. In 2019, the Turkish government allocated \$5 billion in spending on 5G technologies. Turkey's Information and Communication Technologies Authority (BTK) is leading 5G efforts in Turkey. In addition, Turkey's telecom operators are seeking to enhance ICT infrastructure through expansion of fiber optic infrastructure in the coming years. BTK and Turkey's Ministry of Communications and Transportation are leading the government's cybersecurity efforts and are seeking to incorporate ICT security systems within Ministries. The Turkish Government plans to invest in hardware and software to enhance cybersecurity systems.

The DM would focus on municipal level smart city planning and recommend potential USTDA projects to support integrated planning focused on intelligent transportation, smart utilities (energy and water management), and operations management. In addition, the DM would focus on ICT development, including 5G, fiber optic solutions, and cybersecurity. The proposed DM would initially connect with relevant U.S. companies interested in smart cities and ICT development projects in Turkey and prospective grantees and other stakeholders via conference calls and/or webinars. Due to the ongoing COVID travel restrictions, it is expected that this period of remote contact may extend for many months. **The DM will be expected to develop projects to the greatest extent possible during this period.** When travel restrictions are lifted, the proposed DM would travel to Turkey on two (2) separate trips, for at least ten (10) business days each, to meet with relevant stakeholders. The recommendations would include Terms of References (TOR) and budgets for four (4) activities related to smart cities and ICT development. It is expected that at least one and potentially more of these activities would be fully developed prior to travel to Turkey.

D.1.6. METHODOLOGY:

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

D.1.6.1. NON-DISCLOSURE AGREEMENT AND KICKOFF Upon award, the 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 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 Contractor shall contact USTDA's COR to schedule a meeting or call to discuss details of the Contract assignment. The COR shall provide the Contractor with 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 or proposals that may impact the design and/or evaluation of the proposed activity(ies).

After reviewing these materials, contact the assigned COR to discuss initial observations and raise any questions or concerns about the proposal and the Project.

D.1.6.2. PRE-CALL AND PRE-VISIT REPORT

No less than *one week* prior to commencing initial virtual meetings/conference calls with host country stakeholders, the Contractor shall provide the Contracting Officer (CO) and the COR a pre-call written report containing:

- a) Strategy for engaging stakeholders virtually;
- b) A list of stakeholders to be contacted;
- c) A list of questions and agenda to be utilized for virtual meetings/conference calls; and
- d) U.S. company interest in the project(s) and information about the sector in the host country, in general.

No less than *one week* prior to each departure to the host country, the Contractor shall provide the Contracting Officer (CO) and the COR a pre-visit written report containing:

- a) The proposed schedule or itinerary;
- b) Preliminary strategies or findings on viability of the project(s);
- c) Financing options;
- d) U.S. company interest in the project(s) and information about the sector in the host country, in general;
- e) Summaries of proposed activity(ies) for USTDA's funding consideration to support the project(s) identified;
- f) A list of contacts to be made during the visit;
- g) A pre-visit checklist of issues, information and questions to be utilized during the visit; and
- h) A preliminary version of Attachment VIII (in Excel format), which will provide substantive comments on U.S. company interest in the project(s) and in the host country in general. Please note that the "comments/quotes" column is of particular importance. The Contractor is expected to provide substantial detail regarding the contact person's interest or lack of interest in the project(s) discussed.

D.1.6.3. 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.1.6.4. HOST COUNTRY VIRTUAL ENGAGEMENT AND TRAVEL

Prior to travel to the host country, the Contractor shall set up virtual meetings/conference calls to connect with relevant Turkish project officials, interested U.S. companies, and with the U.S. Embassy and/or Consulate in execution of this DM. It is the Contractor's responsibility to arrange all meetings. The Commercial or Economic Section staff will be as supportive as possible and will assist the Contractor in arranging initial meetings with host country officials. The Contractor shall coordinate with the Commercial and/or Economic Sections in scheduling

virtual meetings/conference calls for briefing. The Contractor shall include the Commercial and/or Economic Sections in all virtual meetings/conference calls and communications with relevant Turkish project officials and stakeholders and copy the U.S. Embassy team on all planning emails with stakeholders. The Contractor shall commence scheduling virtual meetings/conference calls within 30 days of the contract award, unless otherwise agreed to in writing by the COR.

The Contractor shall travel to the host country to meet with relevant project officials and with the U.S. Embassy and/or Consulate in execution of this DM. The Contractor shall contact the Commercial and/or Economic Sections upon arrival and prior to departure for briefing and debriefing meetings. It is the Contractor's responsibility to arrange all meetings. The Commercial or Economic Section staff will be as supportive as possible and may be able to assist the Contractor in arranging some initial meetings with host country officials. The Contractor is also responsible for arranging its own logistics for the visit (e.g. lodging, transportation, interpretation services, etc.). In some instances, the USTDA Contractor may find it useful to purchase the Gold Key or Business Facilitation Services offered at the U.S. Embassy or Consulate. In some cases, the Contractor may need to contract with a local entity to assist with trip logistics and/or for interpretation services. However, substantive technical work may not be subcontracted to local entities. Contractor's travel shall commence after consultation with the COR when travel restrictions are no longer in place, unless otherwise agreed to in writing by the COR.

The Contractor is required to acquire the following travel insurance coverage for personnel traveling overseas in support of this requirement:

- Defense Base Act (DBA) Insurance and Medical Evacuation Insurance (for Contractors when they perform work overseas).

D.1.6.5. CONTACTS

The Contractor shall submit a list of individuals contacted during the Definitional Mission, and include at a minimum mailing addresses, phone and fax numbers, e-mail addresses, and a substantive summary of key comments that support the Contractor's recommendations. The list shall be submitted in Excel format and in accordance with to the specifications outlined in Attachment XIII, "U.S. Company Contacts" and Attachment I, "Definitional Mission: Final Report Requirements."

D.1.6.6. DEFINITIONAL MISSION TIPS

The Contractor is encouraged to review the Definitional Mission tips on USTDA's website via the following link to better understand USTDA's expectations for this Definitional Mission: <https://www.ustda.gov/business-opportunities/small-business-info/dm-proposal-tips>

D.1.7. DELIVERABLES

The Contractor shall provide written updates to the COR on a regular basis. The deliverables may also take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, Final Reports, or other oral or written work products needed for successful performance. The Contractor shall respond in a timely manner to reasonable requests for updates and information from the COR.

The Contractor shall provide the following reports to USTDA:

- (a) One Project Report for each activity selected by USTDA for a Project Report. The Contractor shall submit each Project Report to the COR on a rolling basis. Each Project Report will be treated as business confidential and must conform to the guidelines established in this PWS.
- (b) Final Report. The Final Report shall consist all of the Project Reports, inclusive of the Required Budget in individual Microsoft Excel files, that have been approved by USTDA **must** conform to the outline found in Attachment I and provide the requested information and analysis, unless otherwise agreed to in writing by USTDA. Further Final Report requirements are detailed in section D.1.7.2, Final Report.

Unless otherwise agreed to by USTDA, the Contractor shall submit all reports under this Contract to the COR on or about forty-five (45) calendar days upon return from final travel. If it is anticipated that Project Report(s) cannot be provided within this timeframe, the Contractor shall immediately contact the COR to discuss the reasons for the delay.

D.1.7.1 PROJECT REPORT

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

- a) PWS Section D.1.3. USTDA Funding Criteria
- b) PWS Section D.1.4. Climate Resilience Screening
- c) PWS Attachment I. Project Report Outline, including Attachment V (Required Budget Format) and Attachment VI (Task Completion Schedule)
- d) PWS Attachment II. Impact on U.S. Labor
- e) PWS Attachment III. USTDA Nationality Requirements
- f) PWS Attachment VII. Guidance on Climate Resilience Screening
- g) PWS Attachment VIII. U.S. Companies Contacted During the Course of the Definitional Mission

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

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

Prior to initiating a Project Report, the Contractor shall obtain an official letter of interest/commitment from the Grantee demonstrating their commitment to the Project and working with USTDA and the selected U.S. Contractor on the Activity. If a letter cannot be obtained, the 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.

Following the completion of all Project Reports, the Contractor shall submit to USTDA a Final Report, which compiles all of the Project Reports that have been approved by USTDA. The Final Report submission shall also include the Required Budget Format for each Project Report in individual Microsoft Excel documents.

D.1.7.2 FINAL REPORT

The Contractor shall submit a DM Final Report that includes a complete description of the mission detailing the following:

- (a) All projects reviewed during the course of the mission;
- (b) All Project Reports, including the TOR and budgets the Contractor has developed in coordination with the Project Sponsor and U.S. firm for each project;
- (c) Summaries of all meetings held in the U.S. and overseas for each Project Report;
- (d) List of all persons attending the meetings and their contact information for each Project Report; and
- (e) A brief explanation for any activity(ies) or project(s) that were reviewed and were not recommended for USTDA funding.

If it is anticipated that the Final Report cannot be provided within three (3) weeks following final travel to the Host Country, the Contractor shall immediately contact the COR to discuss the reasons for the delay. The COR may also request the Contractor to provide portions of the Final Report before the submission of the entire Final Report.

Upon direction from the COR, the Contractor shall submit electronic copy of Final Report(s) to USTDA. **No hardcopy submissions will be accepted.** All reports must be paginated, clearly labeled, and submitted electronically in Adobe PDF format to USTDA via the following email:

finalreports@ustda.gov

The email subject line must include the title of the definitional mission and the project number so that it is easily identifiable. Any copies of Project proposal materials must be returned to USTDA with the submission of the Final Report.

Upon government acceptance of the Final Report, the Contractor shall submit an invoice to USTDA via the Invoice Processing Platform (IPP), <https://www.ipp.gov>.

D.1.8. QUALITY CONTROL AND PERFORMANCE ASSESSMENT

D.1.8.1. Quality

The 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 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 any deliverable that does not conform in all respects to the Contract requirements, including but not limited to, the written quality of the Final Report. The Contractor shall correct all deficiencies at no additional cost to the Government.

D.1.8.2. Performance Assessment

During the course of contract period, the COR will track Contractor's performance. At the end of the performance period, the COR will assess the 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 Contractor's performance assessment. The 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 Contractor. Any errors identified by the 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 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 Contractor shall not include any business confidential information in the Public Market Report and shall include the following confidentiality certification in the final invoice:

"I hereby certify that the Public Market Report contains no business confidential information."

D.1.10. INTELLECTUAL PROPERTY

This Contract is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this Performance Work Statement 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 DM be conducted with complete impartiality and objectivity and that the 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 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 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 feasibility study resulting from this contract. The 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 Contractor shall fully cooperate with such other contractors in performance of the requirement herein, and as directed by the Contracting Officer. The 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 24 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 in Turkey, and at the Contractor’s facility.

D.2. ATTACHMENTS

ATTCH/ EXHIBIT	TITLE
I	Project Report Outline
II	Impact on U.S. Labor Statement
III	USTDA Nationality Requirements
IV	Required Budget Format
V	Task Completion Schedule
VI	Budget Narrative Requirements
VII	Guidance on Climate Resilience Screening
VIII	U.S. Companies Contacts

Attachment I

Project Report Outline: Business Confidential Analysis and Recommendation

A. Executive Summary.

The Contractor shall provide an executive summary of its findings and recommendations.

B. Project Description.

The 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 project(s) identified in the host country.

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

The 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 (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 Contractor deems critical as part of a thorough activity/Project evaluation.]

C. 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:

- A thorough description of the host country Project sponsor, including its structure, capabilities, operations, and decision-making ability pursuant to the Project, and

- 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).

D. 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:

- An assessment of the overall cost estimate of the Project;
- 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
- A review of the financing options for Project implementation.

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

E. 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:

The 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 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 Contractor shall cross-check the U.S. firm's estimates of U.S. export potential with independent relevant sources, such as:

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

The Contractor shall describe how procurements are typically conducted: 1) in the sector; 2) by the Project sponsor; and 3) in the host country. The 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 Contractor shall also list any import licensing requirements or permits needed by U.S. companies to participate and supply goods for the Project. The Contractor shall also identify any U.S. companies already working with the Project sponsor or working in the respective sector in the host country.

The Contractor shall provide a report that summarizes its discussions with U.S. companies that provide goods or services for the Project, and their level of interest in the Project should also be included. The 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 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 Contractor should be sensitive to disclosing information about the proposed USTDA activity.

The Contractor shall submit a complete list of U.S. companies and other entities contacted, with the name and contact information of individuals interviewed and their responses.

F. 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 Contractor shall provide a discussion of the foreign competition for goods and services likely to be procured for Project implementation by category. The Contractor shall include a discussion of U.S. industry competitiveness in each 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 Contractor shall discuss the extent to which market entry issues impede exports and trade and how the activity will help overcome these obstacles.

G. Evaluation Strategy.

This section describes the strategy by which the Project, if implemented, should be evaluated. The purpose 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:

- Goals and objectives:
 - Clearly define the goals of the Project and identify what will constitute success

- Ex: For trade capacity building or legal project, any change in law as result of Project
- Identify key sources for information needed to determine if USTDA's activity attained its objective
- Identify potential methods of measurement for evaluation specific to the Project
- Process and Timeline:
 - What is the step-by-step process the Project will follow to be implemented, following USTDA's funding?
 - What is the anticipated Project development timeline? This may change, but it is important to know what the original goal is as it will influence USTDA's evaluation effort.
 - How are procurements typically conducted in the sector for this host country?
 - Will there be local content requirements?
 - Will a local provider/distributor be involved?
 - Will there be one big procurement or several smaller ones? Will other entities be involved if the procurements are small?
- Risks:
 - Identify potential difficulties in measuring results and ways to mitigate those difficulties
 - Is any regulation needed before the Project can be developed (e.g. power purchase agreement standards)?
 - Are there other entities that must authorize/approve implementation? List them according to their priority in the approval chain.
- Key Leads:
 - Are there US 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?
 - Are there any companies short-listed for procurements? If so, are they short listed via direct sales, distributor, etc.?

H. 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. The 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.

I. Impact on the Environment.

The 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 review of the Project's impact on the environment, 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.

The Contractor shall conduct a climate resilience screening utilizing the guidance provided in Attachment VII and, based on climate resilience screening results, provide details, including rationale, on whether (a) an in-depth analysis is recommended; (b) an in-depth analysis is not recommended; or (c) whether or not the climate resilience screening has indicated that a proposed Project should not move forward. If in-depth analysis is recommended, the Contractor shall propose language for the TOR (see section O, #4).

J. Impact on U.S. Labor.

The 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 and any implication such prohibitions may have on the activity and/or Project.

K. Qualifications.

The 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.

L. Justification.

The 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 and 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.

M. Recommendations.

The Contractor shall provide analysis and recommendations as to whether or not the Project meets USTDA's basic funding criteria as defined in Section 3 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.

N. Contacts.

The Contractor shall provide a list of individuals contacted during the Definitional Mission and fill out Attachment VIII. The list shall include the address, phone and fax numbers, and e-mail address of each individual.

O. Terms of Reference.

For Contractor shall be responsible for submitting to USTDA a Terms of Reference (“TOR”) and budget for the activity that conforms to USTDA’s requirements. This work shall entail working with the U.S. firm and the proposed Project sponsor to develop the TOR and budget for the activity using the U.S. firm’s and Project sponsor’s draft proposal as a basis. 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 activity.** This section will contain a concise statement describing the 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 on all of the 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 OPIC) 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). This review would identify potential negative impacts, discuss the extent to which they can be mitigated. The U.S. firm shall develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage. 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. Based on the Contractor's climate resilience screening, if an in-depth analysis for the Project is needed, then the Contractor shall propose language detailing how the U.S. firm should complete such an in-depth analysis for the Project (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 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 Contractor shall draft task language along the following lines: The Contractor shall work closely with the Project sponsor during this task to ensure that the projected development impacts are viable and measurable. The Contractor shall provide quantitative and qualitative assessments of the potential impact of implementing the Project, with specific attention to the following indicators: improved digital communication access and improved data management and security, among others to be proposed by the Contractor and ultimately approved by USTDA. For the qualitative assessment, the Contractor 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 Contractor 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 Contractor may propose alternate indicators, as appropriate, based on the results of the technical analysis with USTDA approval.

Deliverable: The Contractor shall provide a report of all work performed under this Task, including, but not limited to, an assessment of the potential development impact in the host country if the Project is implemented according to the Study recommendations.

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 (i) the possible U.S. sources of supply and/or services for the Project, (ii) a detailed description of relevant products, solutions and/or services to be provided, and (iii) 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 4 and 5. 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.opic.gov/finance.home.html
www.exim.gov/tools.index.html
www.ifc.org/proserv
www.adb.org/PrivateSector/finance/default.asp
www.ebrd.com/applyindex.html
www.iadb.org
www.afdb.org/opportunities/business_generic_proc_notices_country.htm

P. ACTIVITY BUDGET (2-3 PAGES)

Activity Budget Format

The 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:

- 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.
- 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 web site (https://aoprals.state.gov/web920/per_diem.asp) .
- For each line item, the Contractor shall must 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:

- What the specific item is
- How the specific item relates to the activity
- How the amount shown in the budget was arithmetically determined

Attachment II

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 III

USTDA Nationality Requirements

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

Attachment IV

REQUIRED BUDGET FORMAT

DIRECT LABOR COSTS:

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

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

TOTAL DIRECT LABOR COSTS: _____

OTHER DIRECT COSTS:

<u>Purchased Services/Contracts***</u>	<u>Tasks</u>	<u>TOTAL COST</u>
_____	_____	_____
_____	_____	_____

<u>Travel</u>	<u>Trips</u>	<u>Trip Cost</u>	<u>TOTAL COST</u>
International Air Travel	_____	_____	_____
In-Country Air Travel	_____	_____	_____
Ground Transportation	_____	_____	_____

	<u>Trip Days</u>	<u>Per Diem Rate</u>	<u>TOTAL COST</u>
Per Diem	_____	_____	_____
Other (local travel, etc.)	_____	_____	_____
Interpreters	_____	_____	_____

<u>Other</u>	<u>TOTAL COST</u>
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): _____

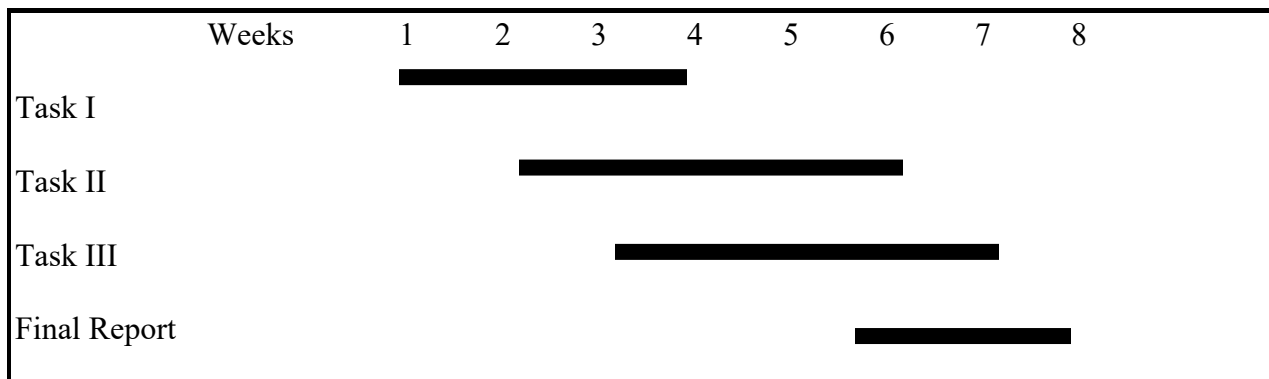
USTDA GRANT: _____

- * 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 20% HOST COUNTRY MAXIMUM]

Attachment V

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 VI

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.

Examples:

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%.

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.

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.

Examples:

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.

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.

Examples:

The Project Manager/Senior Engineer and the Junior Engineer will travel to the host country for the Kick-Off Meeting and two subsequent trips for System Design Work. The Independent Consultant will travel to the host country for the Kick-Off Meeting and two subsequent trips for collection of data for the Marketing Plan.

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

Roundtrip Airfare (Economy Class): $\$2,973/\text{per Trip} \times 3 \text{ People} = \$8,919$

Per Diem: $\$182 \times 10 \text{ days} \times 3 \text{ People} = \$5,460$

Local Transportation: $\$250/\text{trip} \times 9 \text{ Trips} = \$2,250$

Transportation to/from Airport: $\$100/\text{Trip} \times 4 \text{ Trips} = \400

Two System Design Trips (10 days each) for the Project Manager/Senior Engineer and Junior Engineer

Roundtrip Airfare (Economy Class): $\$2,973 \times 2 \text{ Trips} \times 2 \text{ People} = \$11,892$

Per Diem: $\$182 \times 2 \text{ Trips} \times 10 \text{ days} \times 2 \text{ people} = \$7,280$

Local Transportation: $\$250/\text{trip} \times 18 \text{ Trips} = \$4,500$

Transportation to/from Airport: $\$100/\text{trip} \times 4 \text{ trips} = \400

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

Roundtrip Airfare (Economy Class): $\$2,973 \times 2 \text{ Trips} \times 2 \text{ People} = \$11,892$

Per Diem: $\$182 \times 2 \text{ Trips} \times 10 \text{ days} \times 2 \text{ people} = \$7,280$

Local Transportation: $\$250/\text{trip} \times 18 \text{ Trips} = \$4,500$

Transportation to/from Airport: $\$100/\text{trip} \times 2 \text{ 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.

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 \text{ Pages} \times \$0.10/\text{per Copy} \times 8 \text{ Copies} = \800

Binding and Final Report Specifications: $\$20/\text{per Copy} \times 8 \text{ Copies} = \160

GUIDANCE ON CLIMATE RESILIENCE SCREENING

Under EO 13677, USTDA is required to incorporate climate resilience considerations in its international development work. The Agency has determined that in order to be compliant with the EO, climate resilience screenings must be conducted at the project scoping stage for all feasibility studies (FS) and technical assistance (TA) projects. Categorical exclusions to climate resilience screening include: Global Procurement Initiative activities, *de minimis* training grants, and International Business Partnership Programs (i.e. reverse trade missions, conferences, and workshops). As a project planning agency, USTDA recognizes the importance of identifying risks and opportunities early on in the project scoping stage and already includes a requirement for environmental impact assessments. This related requirement will increase the resilience and impact of USTDA activities by further promoting sustainable development over the lifetime of an investment.

What does USTDA mean by Climate Resilience Screening?

A climate resilience assessment looks at the impact of climate on a potential project and involves two phases: (1) screening and (2) in-depth analysis.

Screening identifies potential climate 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 or determine that further analysis is not warranted. Screening should occur early enough in the development process (e. g., at the strategic and/or project concept 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 climate risks and their interaction with proposed investments. In some cases, screening may directly influence design.

Where needed, **In-Depth Analyses** evaluate relevant technical, social, economic, and political aspects of climate risks, uncertainties, and design options. They produce recommendations on how to address the climate risks identified, both in the short term and the long term.

Elements of Effective Climate Resilience Screening¹

- 1) Current and projected climate conditions and trends at proposed project location(s). Based on existing information, the analysis should consider current climate trends and future scenarios at the proposed project location(s). The analysis should focus on those climate parameters that are relevant for certain projects. Climate screening should consider vulnerabilities to extreme events as well as longer-term changes. Screening should consider current and future conditions, bearing in mind the relevant timeframe for the project. Key climate parameters include:
 - a) Temperature
 - b) Precipitation and runoff (e. g. , droughts, floods, available water)
 - c) Sea level rise and storm surge
 - d) Ocean acidification (pH)
 - e) Wind and other storm related threatsIn evaluating these parameters, screeners may need to consider timing, intensity, and duration; both averages and extremes may be relevant.

¹ This guidance reflects the U.S. government's most current climate resilience guidance and may be subject to change.

- 2) Potential impacts of climate on the project. Climate impacts depend on the nature of a project and the current and projected climate changes at the location of the project. Effects may compound over time. Projects in different sectors, even if at the same location, may face different impacts from a changing climate.

Note that at this early stage in development, projects and their potential locations may not be well-defined. Practitioners should use available information about the project to conduct their screening. Screening may need to be repeated if key project attributes change substantially.

Optional Elements

These elements reflect good practice and screeners are encouraged to consider them when appropriate.

- 1) Local adaptive capacity (institutional readiness) of relevant host country organizations. Adaptive capacity is the ability of systems, institutions, humans, and other organisms to adjust to potential damage, to take advantage of opportunities, or to respond to consequences. The adaptive capacity of host country institutions can help reduce the risk of potential impacts to investments. An advantage of considering local adaptive capacity is that it can help identify opportunities to manage climate change risks through policy and institutional interventions of relevant host country organizations.

For efficiency, some institutions link climate screening with other factors that go beyond screening for climate adaptation risks. Opportunities include:

- 2) Reducing greenhouse gas emissions.² Both the EO and the IFC Performance Standards encourage agencies to consider opportunities to reduce greenhouse gas emissions. In addition, agencies are already required to take action to reduce emissions within their own operations and contracts (e. g., under EO 13693 - Planning for Federal Sustainability in the Next Decade).
- 3) Other environmental and social risks and/or impacts. Some institutions embed climate in their more general environmental and social risk management systems.
- 4) General disaster risks. Some organizations find it useful to screen simultaneously for a bundle of climate and non-climate disaster risks.

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

If the DM Contractor performs the climate resilience screening and determines that an in-depth analysis is warranted, the contractor shall provide language in the proposed TOR for the completion of an in-depth analysis for the project. It is envisioned that the in-depth analysis would be part of the Environmental Impact Assessment. The in-depth analysis will evaluate a more complete range of technical, social, economic, and political aspects of climate risks, uncertainties, and adaptation options. It can consider alternatives and produce recommendations on how to best move forward with the project based on the assessment.

If the climate resilience screening indicated that an in-depth analysis is not required, the DM Contractor should provide rationale as to why it is not needed.

In cases where the climate resilience screening has indicated that a proposed FS or TA project should not move forward, the Contractor shall note this and provide an explanation in the final DM report prepared for USTDA.

How Will This Affect the Final Report For the FS or TA?

² While this is an optional element under climate screening, greenhouse gas emissions should be captured under USTDA's development impacts requirement (see Attachment VIII).

The Final Report for the FS or TA shall include “Climate Resilience” as a sub-section under the Environmental Impact Assessment section. This sub-section shall include information on the in-depth analysis conducted and the findings. Alternatives and recommendations on how to mitigate climate risks and maximize climate opportunities that were identified during the analysis should be included.

Attachment VIII - 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	Address 2	City	Zip	Country	Phone Number	Fax Number	E-mail Address	Date(s) of Contact	Comments/ Quotes
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													

SECTION E: INSTRUCTION TO OFFERORS

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 (JUN 2020).

E.1. Offer Submission:

Send your offer by email to contractproposals@ustda.gov which is **due no later than 12:00 Noon, local Washington, DC time on Monday, January 25, 2021**. 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 awilliams@ustda.gov no later than **12 Noon, Monday, January 18, 2021**. 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 the COR's and/or ACOR's final approval. All work will be inspected and accepted at USTDA's Office, Arlington, VA.

E.5. Deliveries or Performance:

The Contractor shall submit all deliverables under this contract to the Contracting Officer's Representative (COR) as stated in the Performance Work Statement.

E.6. Proposal Content:

Technical Proposal – Technical proposal, not exceeding 10 pages, that at minimum meets the requirements listed in the Performance Work Statement.

Price-Proposal - SF 1449, Solicitation/Contract/Order for Commercial Items

- (a) Offerors should ensure the CAGE CODE and DUNS Numbers are placed in Block 17A and complete blocks 23 and 24 (**PRICE QUOTE**), 30A, 30B, and 30C. Finally, the offeror should sign and date in blue or black ink while ensuring that all changes made are initialed.

(b) Offerors shall also submit a breakdown of the price proposal in a Microsoft Excel Spreadsheet complete with traceable formulas. The price proposal excel spreadsheet must be accompanied with narratives (to support the price proposal) in a word document. **ALL PRICE NUMBERS SHALL BE ROUNDED UP, (NO CENTS). PLEASE DO NOT SUBMIT YOUR PRICES IN ANY OTHER FORMAT.**

E.7. Past Performance:

Past Performance Information – Please include reference information for at least one but not more than three clients for relevant work of similar size, scope, and complexity you have performed in the last three years. The name and contact information of Offeror’s references will not count towards the page limit.

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 the reference. Upon completion, the past performance POC should forward the completed questionnaire to USTDA via email to contractproposals@ustda.gov no later than **12 NOON, Washington D.C. time on January 25, 2021.**

E.8. Evaluation Factors for Award: FAR 52.212-2, Evaluation, Commercial Items (available at www.farsite.hill.af.mil under FAR), The following non-price factors are of equal importance and will be used to evaluate all offers. **All evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

(1) TECHNICAL:

Sub-Factor 1: Relevant Technical Experience and Expertise

The Offeror shall have at least 10 years of relevant experience specifically related to the smart cities and ICT development related to intelligent transportation, smart utilities (energy and water management), and operations management, as well as 5G, fiber optic solutions, and cybersecurity projects.

Sub-Factor 2: Prior Country or Regional Experience

The Offeror’s relevant experience of the country/region as it relates to the PWS; and smart cities and ICT development.

Sub-Factor 3: Language Proficiency

The Offeror shall have at least one (1) employee proficient (i.e. speaking and reading) in Turkish at the advanced professional proficiency level (Level 4) (as defined by the U.S. Department of State) (i.e., for speaking: able to use the language fluently and accurately on all levels; and for reading: nearly native ability to read and understand extremely difficult or abstract prose). The Offeror may also satisfy this requirement through the use of interpreters.

(2) PAST PERFORMANCE

(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.

All evaluations factors, other than cost/price, when combined, are significantly more important than cost/price. As technical merit of the proposals become more equal, cost/price may become a determining factor.

E.9. 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 its 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.9.1. 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 extent to which the proposed approach is workable and the end results achievable.
- c) 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.
- d) 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.9.2. 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.

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 (i.e. will be determined as "neutral").

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.
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E.9.3. Best Value Award Determination

The Government intends to award a contract resulting from this RFP to the offeror whose proposal conforms to the RFP requirements (including all stated terms, conditions, representations, certifications, and all other information required by this solicitation) and is determined, based on the evaluation factors, to represent the best value to the Government. The Government seeks to award to the offeror 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 offeror, where the decision is consistent with the evaluation factors and the Contracting Officer reasonably determines that the technical approach and/or superior past performance of the higher priced offeror outweighs the price difference.

In accordance with FAR 15.308, the Contracting Officer's award decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. FAR 15.308 further states that while the Contracting Officer may use reports and analyses prepared by others, the source selection decision shall represent the Contracting Officer's independent judgment.

E.10. BASIS FOR CONTRACT AWARD: The Government will use Trade-off Source Selection Procedures to evaluate offers and determine the best value. The Government will award one contract resulting from this RFP to the offeror who is deemed responsible in accordance with Federal Acquisition Regulation, as supplemented, whose proposal conforms to the RFP requirements (to include all stated terms, conditions, representations, certifications, and all other information required by this solicitation) and is determined, based on the evaluation factors to represent the best value to the Government. The Government seeks to award to the offeror who gives USTDA the greatest confidence that it will best meet or exceed the requirement affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Contracting Officer reasonably determines that the technical approach of the higher priced offeror outweighs the cost difference.