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

1. REQUISITION NUMBER	PAGE 1 OF
2026-91004A	66

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	See Block 31c.		1131PL26R0057	08/11/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Tyrone Johnson		09/08/2026 1:00PM ET

9. ISSUED BY CODE 1131PL

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

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

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

NAICS: 541690
SIZE STANDARD: $19MIL

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE 1131PL

SAME AS BOX 9.

16. ADMINISTERED BY CODE 1131PL

SAME AS BOX 9.

17a. CONTRACTOR/ OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE 1131PL

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Global Critical Minerals Project Scoping Services Period of Performance: See PWS *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Tyrone W. Johnson	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PAYMENT SCHEDULE				
0001	Concept Note Consultations (Up-to-30)	30	EA		
0002	Initial Assessment Reports (Up-to-15)	15	EA		
0003	Project Reports (Up-to-25)	25	EA		
0004	Critical Minerals Sector Deep Dives (Up-to-6)	6	EA		
0005	Government Acceptance of Full Final Report	1	EA		
0006	Cost Reimbursement - Travel in Accordance with Federal Travel Regulations (Not-To-Exceed)	1	LOT		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

SECTION C - CONTRACT CLAUSES

a. CLAUSES INCORPORATED BY REFERENCE

FAR 52.202-1	Definitions	JUNE 2020
FAR 52.204-2	Security Requirements	MAR 2021
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	NOV 2021
FAR 52.204-26	Covered Telecommunications Equipment or Services-Representation.	OCT 2020
FAR 52.212-4	Contract Terms and Conditions--Commercial Items	NOV 2023
FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
FAR 52.232-39	Unenforceability of Unauthorized Obligations	NOV 2021
FAR 52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

b. CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

__ (6) [Reserved].

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

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

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

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

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

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

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

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

__ (14) [Reserved].

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

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

__ (17) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

__ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

Acquisition.gov

(End of clause)

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

SECTION D – ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

D.1. PERFORMANCE WORK STATEMENT (PWS)

GLOBAL CRITICAL MINERALS PROJECT SCOPING SERVICES

D.1.1. OVERVIEW

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

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

D.1.2.1 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, such as those identified in the Overview section above, to support U.S. industry participation in advanced exploration, extraction, processing, associated infrastructure, and related mining sector projects in Latin America, Europe and Eurasia, Africa and the Middle East, and the Indo-Pacific. The firm selected to perform this contract is referred to throughout as the ("Contractor.")

The Contractor shall provide thirty (30) Concept Note Consultations, fifteen (15) Initial Assessments, and up to twenty-five (25) Project Reports for USTDA funding consideration and one (1) Final Report in cumulation to USTDA, in addition to up to six (6) Critical Minerals Sector Deep Dives. USTDA reserves the right to make the final determination on which activities and topics merit consideration for the Concept Note Consultations, Initial Assessments, Project Reports, and Critical Minerals Sector Deep Dives.

The purpose of the Concept Note Consultations is to:

1. Provide a rapid, desk-based screening of up to thirty (30) early-stage opportunity, where only preliminary information is available; and
2. Inform USTDA's decision whether a full evaluation is warranted and how best to scope any subsequent work.

The purpose of the Initial Assessments is to:

1. Provide up to fifteen (15) detailed, desk-based actionable analysis of project opportunities that demonstrate sufficient strategic, technical, or commercial potential;

2. Evaluate the project viability, risks, sponsor commitment, market relevance, alignment with USTDA funding criteria, and potential for U.S. private sector participation; and
3. Inform whether an opportunity should progress to Terms of Reference and budget development and preparation of a Project Report.

The purpose of the Project Reports 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 (TOR) and budgets for up to twenty-five (25) activities for USTDA funding consideration.
    a. 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.
    b. The Contractor shall obtain the COR's written approval before developing any activity.
3. Provide supporting analysis for the recommendation on the activity in a final report ("Final Report") that analyzes all the relevant issues.
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 in the Final Report.

The purpose of the Critical Minerals Sector Deep Dives is to:

1. Present up to six (6) fit-for-purpose presentations or short reports on specific critical minerals topics tailored to USTDA's request.

The purpose of the Final Report is to:

1. Consolidate all Work Products, including Concept Note Consultations, Initial Assessments, Critical Minerals Sector Deep Dive Reports or Presentations, and Project Reports, approved by USTDA.

The Initial Assessments, Project Reports, Critical Minerals Sector Deep Dives, and 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 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.

The work will require effective engagement across diverse cultural and linguistic environments, ensuring clear communication and culturally appropriate collaboration with international counterparts.

D.1.2.2 Key Defined Terms

The Contractor shall consistently define and apply standard USTDA terminology in all Deliverables. Consistent use of defined terms enhances clarity, ensures uniformity, strengthens legal enforceability, and facilitates ongoing communication. The DM Contractor shall define all acronyms and abbreviations upon their first use in any work product. Where a DM Deliverable involves multiple defined terms or abbreviations, the DM Contractor may include a glossary for ease of reference.

The following key terms apply throughout this PWS and all Deliverables:

- **"Project"** refers to the specific infrastructure, system, or plan to be implemented by the Project Sponsor.
- **"Project Sponsor" or "Grantee"** refers to the foreign (non-U.S.) public or private entity primarily responsible for implementing the Project. Prospective Project Sponsors may include national and subnational government entities, telecommunications regulators and operators, public utilities and state-owned enterprises, cloud and data infrastructure providers, and other public and private sector organizations pursuing digital infrastructure investments in the Indo-Pacific region. The Project Sponsor typically secures or provides financing and makes procurement and implementation decisions. In most cases, the Project Sponsor possesses the property, concession, or other authority to develop the Project. If approved, USTDA's grant agreement is executed with the Project Sponsor.
- **"Activity"** refers to the USTDA-funded study or technical assistance designed to support the development and implementation of a Project. Activities may encompass a range of interventions that advance a Project from concept (pre-feasibility) to financing and implementation (financial close and ready-for-service). Activities are typically categorized as Feasibility Studies, Technical Assistance, or Pilot Projects aimed at achieving Project bankability and implementation readiness.
- **"U.S. firm"** refers to the company selected by a Project Sponsor, either through sole source selection or competitive solicitation, to implement the Terms of Reference for a USTDA grant-funded Activity. This term is distinct from the "Contractor," which refers solely to the firm performing this Definitional Mission contract.
- **"Proposal"** refers to an Activity concept submitted to USTDA for funding consideration.
- **"Terms of Reference" or "TOR"** refers to the scope of work document that defines the tasks, deliverables, and technical requirements for a USTDA-funded Activity to be carried out by the Contractor.

D.1.2.3 USTDA Activity Types and Grant Models

USTDA grants support project development and technical assistance activities, including but not limited to: feasibility studies, master plans, technical assistance, pilot projects and proof-of concept deployments, engineering and design studies, and training and capacity building.

USTDA project preparation grants typically follow one of three models:

- **Competed Grant**: USTDA assists the overseas Project Sponsor to develop the Activity scope of work and budget. A solicitation for the technical assistance contract is issued via USTDA's RFP website. The Project Sponsor selects a U.S. Firm through a competitive process.
- **Sole-Source Grant:** Used primarily for U.S. industry-led requests and pilot projects demonstrating U.S. technology solutions. A U.S. firm contributes resources to co-fund the Activity, typically as in-kind labor or equipment. The grant is awarded to the Project Sponsor, who engages the identified Contractor on a sole-source basis.
- **Transaction Incentives:** Funds capacity building in support of shortlisted U.S. bidder(s) in an international competitive tender. The USTDA grant offer is contingent upon selection and award of a contract to a U.S. bidder.

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/region where the Project is located and have the endorsement of the U.S. Embassy in that host country/region; 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 or have a conference call with the responsible Country Manager to discuss the definitional mission;
2. Contact and/or meet with relevant U.S. companies to discuss their interest in critical minerals project opportunities in Latin America, Europe and Eurasia, Africa and the Middle East, and the Indo-Pacific;
3. Travel to Host Country(ies)/Region(s) up to eight (6) times, for approximately five (5) business days each, to meet with prospective grantees and other relevant stakeholders from the relevant sector;
4. Identify and evaluate project opportunities and provide recommendations for USTDA funding. Develop Terms of Reference and budgets for up to twenty (25) activities for USTDA consideration;
    a. All project opportunities proposed by the DM Contractor must be approved by the COR prior to the drafting of a formal funding recommendation.

For each of the up to twenty-five (25) activities to be recommended to USTDA, the Contractor shall develop a stand-alone Project Report. The requirements for the Project Reports are further detailed in section D.1.7, Reports.

D.1.4. INFRASTRUCTURE SCREENING

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

D.1.5. PROJECT PROFILE

A rapidly emerging priority for USTDA is critical minerals, reflecting their strategic importance to advanced manufacturing, defense applications, and a wide range of industrial technologies. The Administration has made clear that securing U.S. national interests and national security requires reliable, resilient supply chains for critical minerals that underpin U.S. technology, manufacturing, and defense innovation. In direct response, USTDA has realigned its critical minerals strategy to ensure Agency investments deliver tangible national security and economic outcomes. This work includes advancing U.S. engagement in exploration, extraction, processing, associated infrastructure, and related mining sector projects in priority regions such as Latin America, Europe and Eurasia, Africa and the Middle East, and the Indo-Pacific.

USTDA requires technical advisory services under this non-personal services contract to identify and evaluate the projects submitted to USTDA for funding consideration. The services sought through this technical advisory services contract include analyzing the technical, economic, environmental, and logistical feasibility of the project preparation activities in the critical minerals sector proposed for funding consideration by the Agency.

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-VISIT REPORT**

No less than ***one week*** prior to departure to the host country/region, 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/region, 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) Pre-visit report 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.

D.1.6.3. **COMMUNICATION WITH U.S. EMBASSY/CONSULATE IN HOST COUNTRY/REGION**

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.

USTDA will advise the U.S. Embassy and/or Consulate(s) in the host country/region of the Contractor's proposed travel itinerary no later than one week prior to departure and request that the Commercial and/or Economic Section(s) of the Embassy and/or Consulate(s) provide the Contractor with names and addresses of appropriate host country officials with whom to meet.

D.1.6.4. **HOST COUNTRY/REGION TRAVEL**

When approved by USTDA, the Contractor shall travel to the host country/region to meet with relevant project officials and with the U.S. Embassy and/or Consulate(s) in execution of this DM. The Contractor shall contact the Commercial and/or Economic Section(s) 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 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 within 30 days of contract award, unless otherwise agreed to in writing by the COR.

The Contractor is required acquire of 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.1.7. DELIVERABLES

The Contractor shall provide verbal 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 Concept Note Consultation for each opportunity selected by USTDA for a Concept Note Consultation. The Contractor shall submit each Concept Note Consultation to the COR on a rolling basis.

(b) One Initial Assessment for each project selected by USTDA for an Initial Assessment. The Contractor shall submit each Initial Assessment to the COR on a rolling basis. Each Initial Assessment will be treated as treated as business confidential and must conform to the guidelines established in this PWS.

(c) One Project Report for each project 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.

(d) One Critical Minerals Sector Deep Dive for each topic selected by USTDA for a Critical Mineral Sector Deep Dive. The Contractor shall submit each Critical Minerals Deep Dive to the COR on a rolling basis. Each Critical Minerals Deep Dive will be treated as treated as business confidential and must conform to the guidelines established in this PWS.

(e) One Final Report. The Final Report shall consist all of the Concept Note Consultations, Initial Assessments, Critical Mineral Sector Deep Dive Reports or Presentations and 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 **CONCEPT NOTE CONSULTATIONS**

For each Concept Note Consultation, the Contractor shall:

1. Document Review and COR Check-In. Review the sponsor's preliminary proposal or project concept and supporting documentation, then arrange a call or meeting with the COR to confirm the scope of the proposed activity and any immediate questions or information gaps.
2. Evaluation Statement. Based on the materials reviewed, COR discussion, and any additional information received, provide a written Evaluation Statement to USTDA that includes, at a minimum:

    - Summary of the proposed project and the request for USTDA assistance.
    - High-level assessment of alignment with USTDA's basic funding criteria (see Section D.1.3), indicating whether the proposed project appears to meet the criteria at this stage.
    - Recommendation on whether USTDA should undertake further analysis of the proposed activity, including any outstanding information, documentation, and/or other criteria that should be met before any additional review of the proposed activity can proceed.

All Concept Note Consultation deliverables shall be clear, decision-oriented, and suitable for USTDA's internal use prior to any funding obligation.

Concept Note Consultations are intended to serve as a rapid screening review of an early-stage opportunity, concept note, or limited project proposal submission where only preliminary information may be available. The written assessment required of the Contractor will generally not exceed two (2) or three (3) pages and will rely primarily on readily available public, sponsor-

provided, and desk-based research information. Travel will not be required to conduct Concept Note Consultations.

The Contractor shall assist USTDA in the review of a total of up to thirty (30) Concept Note Consultations. The information can come in the form of preliminary proposals and/or project concepts. The preliminary proposals and concept papers may be in various formats, stages of readiness/completeness, and may originate from foreign public or private sector project sponsors and/or U.S. companies. USTDA will notify the Contractor when such documentation is ready for a concept note consultation. To complete the review of each preliminary proposal or project concept, the Contractor shall review the preliminary proposal or project concept and supporting documentation, then arrange a call or meeting with the COR to discuss the proposed activity.

Following the discussion with the COR, the Contractor shall contact the project sponsor(s) and relevant third parties, as needed, to discuss the proposed activity and request any additional information necessary to complete an initial evaluation of the preliminary proposal or project concept. Based on the information reviewed in the preliminary proposal or project concept, the discussions with the COR, project sponsor(s) and relevant third parties, and any additional information received, the Contractor shall provide a written statement to USTDA that includes, but is not limited to: (1) a short summary of the proposed project and request for USTDA assistance; (2) a high-level assessment of whether or not the proposed project meets USTDA's basic funding criteria (see Section D.1.3); and (3) a recommendation on whether or not USTDA should undertake a full evaluation of the proposed activity, including the identification of any outstanding information, documentation, and/or other criteria that should be met before a full proposal evaluation can proceed.

D.1.7.2 **INITIAL ASSESSMENTS**

1. Document Review and COR Consultation: The Contractor shall review all sponsor-provided materials and any documentation USTDA has received to date. The Contractor shall communicate via conference call or in writing with the COR to confirm the scope, clarify information gaps, and discuss the approach to the assessment.
2. Sponsor and Third-Party Outreach: Following approval, the Contractor may contact project sponsor(s) and relevant third parties, as appropriate, to gather additional information necessary to complete the Initial Assessment.
3. Develop Analytical Components:

   As applicable to the opportunity, the Initial Assessment shall be approximately three (3) to five (5) pages and include:

   - Project Background & Sponsor Capability: Development status, ownership structure, governance, and sponsor institutional capacity.
   - Technical Feasibility Assessment: Geology and resource potential (if relevant), extraction/processing pathways, infrastructure needs, logistics, power availability, and any downstream processing considerations.

- Market, Offtake, and Commercial Viability Assessment: Market dynamics, competitive landscape, pricing environment, offtake potential, and relevance to broader supply chains.
- Strategic and Supply-Chain Contribution: Assessment of relevance to critical minerals diversification and supply-chain security for the United States and allied partners.
- Regulatory and Policy Review: Host-government support, permitting requirements, regulatory frameworks, and political or operational risks.
- ESG and Responsible Sourcing Considerations: Environmental, social, governance, labor, community engagement, and responsible-mining issues that may affect advancement or financing.
- Financing and Investment Readiness: Preliminary review of financial feasibility, likelihood of attracting private capital or development-finance support, and anticipated implementation challenges.
- U.S. Sources of Supply: Potential opportunities for U.S. exports, technology providers, engineering firms, equipment suppliers, or other U.S. private-sector actors.
- Risk Assessment: Identification of key technical, commercial, legal, regulatory, security, or geopolitical risks and recommended areas for further due diligence.
- Information Gaps & Next Steps: Summary of missing data, proposed follow-up, and recommended actions to enable a full evaluation.

4. Evaluation Statement: Based on all information reviewed and discussions conducted, the Contractor shall prepare an Evaluation Statement that includes:

    - A summary of the proposed project and request for USTDA assistance;
    - An assessment of the project's alignment with USTDA's funding criteria (see Section D.2.1);
    - A recommendation on whether to proceed to prepare a PR including the development of the corresponding TOR;
    - A list of outstanding information or criteria that must be addressed before a full proposal evaluation.

D.1.7.3 **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.	Infrastructure 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 Infrastructure 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.

Based on the Contractor's review of the proposed activity and any additional information, documentation, and/or clarifications provided by the project sponsor(s) and relevant third parties, the Contractor shall prepare and provide to USTDA a first draft Project Report via email (Microsoft Word/Excel files). The Contractor shall provide the first draft Project Report to USTDA within three (3) weeks of receiving directions from USTDA to complete the report. The first draft report must be clearly marked "First Draft" on the cover. If it is anticipated that the draft cannot be provided within three (3) weeks, the Contractor shall immediately contact the COR to explain the specific reasons for the delay and establish a new target date for submission of the draft report. USTDA will review the first draft Project Report and provide comments. The Contractor shall provide to USTDA and the project sponsor(s) for review and comment a second draft Project Report that incorporates USTDA's comments on the first draft Project Report via email (Microsoft Word/Excel files) within one (1) week of receiving USTDA's comments on the first draft Project Report. The second draft report must be clearly marked "Second Draft" on the cover.

The Contractor shall discuss the comments from the project sponsor(s) and any third parties with the COR and, based on that discussion, prepare and provide to USTDA within one (1) week a final Project Report. The Contractor shall also email the final Project Report to the COR (both Microsoft Word/Excel files and a combined PDF file). The final Project Report shall be grammatically correct and free of typographical errors. The Contractor may submit an invoice upon completion of each final Project Report approved by USTDA.

Post-Delivery Support: After the Government's acceptance of the final deliverable, the Contractor shall provide reasonable post-delivery support, including responding to requests for clarification and making minor revisions to the final report, as requested by the Government. Such support shall include corrections, editorial changes, clarifications, and other non-substantive modifications necessary to ensure the report's accuracy and usability. This support shall be provided for a period of 90 days following acceptance and shall not include material

changes to the scope, methodology, or substantive findings unless otherwise authorized by the Contracting Officer.

D.1.7.4 **CRITICAL MINERALS SECTOR DEEP DIVES**

USTDA will provide the Contractor with all available information relevant to a specific engagement activity. The Contractor shall review the materials and communicate with the COR, via conference call or in writing, to confirm the scope of support needed and clarify any information gaps.

1. Document Review and COR Consultation: The Contractor shall review all materials provided by USTDA and conduct a conference call or written exchange with the COR to:

    - Confirm the scope of the Critical Minerals Sector Deep Dive;
    - Clarify information gaps; and

2. Develop Analytical Components: Depending on USTDA's Critical Minerals Sector Deep Dives may include:

    Critical Minerals Sector Deep Dives in the form of 1-2 pages reports or (1 – 2 hrs.) presentations

    Targeted, Discrete Analyses. Tasks may include:

    - Targeted clarification or validation of specific technical, regulatory, or commercial assumptions on a mineral or market;
    - Limited-scope data checks or brief desktop reviews (e.g., policy notes, risk snapshots, supply-chain snapshots);
    - Quick geospatial or resource plausibility screens using readily available datasets;
    - Rapid advisory memos supporting USTDA engagement, concept vetting, or internal strategic discussions.
    - Providing technical input or subject-matter expertise on U.S. competitiveness, U.S. technology positioning, or U.S. company engagement;
    - Supporting stakeholder engagement and information gathering;
    - Preparing and delivering short internal Brown Bag or short technical presentation/ sessions on a requested critical minerals topic for USTDA personnel;
    - Other formats or conversations as directed by USTDA.

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    Deliverable: Critical Minerals Sector Deep Dive outputs may take the form of:

    - Technical reports;
    - internal USTDA presentations;
    - Other formats or conversations as directed by USTDA.

D.1.7.5 **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 Concept Note Consultations, Initial Assessments, Project Reports including the Terms of Reference and budgets the Contractor has developed in coordination with the Project Sponsor and U.S. firm (for Sole-Source Grants) for each project;
c) All Critical Minerals Sector Deep Dive deliverables;
d) Summaries of all meetings held in the U.S. and overseas for each Project Report;
e) List of all persons attending the meetings and their contact information for each Project Report; and
f) 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(ies), 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.

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 a 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.1.8.3. Use of Artificial Intelligence

Scope

This section governs the DM Contractor's use of artificial intelligence ("AI") tools and systems in the performance of this contract, consistent with OMB Memoranda M-25-21 and M-25-22 and applicable federal policy. For the purposes of this section, AI tools include any software, platform, or application that uses machine learning, large language models, generative AI, or similar technologies to produce, summarize, analyze, translate, or otherwise process information. This excludes common commercial products within which artificial intelligence is embedded, such as a word processor or map navigation system.

Incidental Use

The DM Contractor may use commercially available AI tools for incidental productivity purposes (such as grammar and style checking, translation assistance, and general research support) without prior COR approval, provided that:

- No confidential, business sensitive, or proprietary information received from the Government, Project Sponsors, or U.S. firms is inputted into any AI tool or system;
- AI-generated content is reviewed, verified, and edited by qualified personnel before inclusion in any DM Deliverable; and
- AI tools used are developed and produced in the United States, consistent with USG policy under OMB M-25-22.

Substantive Use Requiring Prior Approval

The DM Contractor shall obtain prior written COR approval before using AI tools in a substantive role in the production of DM Deliverables. Substantive use includes but is not limited to: using AI to generate analytical content, assessment narratives, market analysis, or recommendations that form material components of a DM Deliverable; using AI to process, synthesize, or summarize project proposals, business plans, or other documents provided by

Project Sponsors or U.S. firms; and using AI platforms as a primary research or analysis tool for project evaluation.

Requests for approval shall be submitted to the COR in writing and shall describe: the specific AI tool or platform proposed for use, including its developer and country of origin; the specific tasks or deliverable components for which AI will be used; the data and information types that will be processed by the AI tool; and the safeguards and human review processes the DM Contractor will apply to AI-generated outputs prior to submission.

The COR shall review and respond to requests within ten (10) business days. Approval may be granted, granted with conditions, or denied. Approved AI use shall be documented in the DM Tracker.

Prohibited Uses

Regardless of prior approval, the DM Contractor shall not:

- Input confidential, proprietary, or business sensitive information received from the Government, Project Sponsors, or U.S. firms into any publicly available or commercial AI tool or platform;
- Use AI-generated content as a primary source for factual claims, data, or analytical conclusions in any DM Deliverable without independent verification against primary sources;
- Use AI tools to generate funding recommendations or conclusions that substitute for the DM Contractor's independent professional judgment; or
- Use AI tools developed or hosted outside the United States for any purpose under this contract without explicit written COR approval.

Transparency and Disclosure

Where AI tools have been used in a substantive role in the production of a DM Deliverable, the DM Contractor shall disclose this in the Deliverable reports, identifying the AI tools used and the nature of their use. All DM Deliverables remain the full professional and contractual responsibility of the DM Contractor regardless of AI tool use. The use of AI does not diminish the DM Contractor's obligations under Section D.1.8.1 (Quality Standards) or Section D.1.10 (Impartiality).

Government Data

The DM Contractor shall not use government-provided data, project proposals, or any non-public information provided under this contract to train, fine-tune, or otherwise improve any AI model or platform, whether publicly available or proprietary.

Policy Updates

USTDA's AI use policy for contractors may be updated during the contract period of performance to reflect evolving federal guidance and agency-level AI policies. The DM Contractor shall comply with any updated AI use requirements communicated by the COR.

D.1.9. CONFIDENTIALITY

The proposal of the project sponsor is a proprietary document and should not be distributed without permission from USTDA and the project sponsor. The Contractor shall treat any proposal and supporting information submitted by the project sponsor as business confidential in its entirety, unless otherwise stated in writing by the project sponsor. 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 Statement of Work shall be subject to appropriate federal acquisition regulations which entitle the Government to unlimited rights to technical data developed exclusively with Government funds. The Government may: (1) use; (2) disclose; (3) reproduce; (4) prepare derivative works; (5) distribute copies to the public; (6) perform publicly; and (7) display publicly, the "data" in any manner and for any purpose, and have or permit others to do so (i.e., the Government may sublicense these rights to another contractor). See FAR 52.227-14(a).

D.1.11. IMPARTIALITY

It is essential that the DM be conducted with complete impartiality and objectivity and that the Contractor and its Subcontractors do 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 twenty-four (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 the Latin America, Europe and Eurasia, Africa and the Middle East, and Indo-Pacific Regions, and at the Contractor’s facility, as applicable.

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 Infrastructure Resilience Screening
VIII	U.S. Companies Contact

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, the U.S. International Development Finance Corporation (DFC), and private/commercial sources, to ensure that the Project sponsor(s) has adequately explored all financing options. The 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 shortlisted 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 Environmental and Social Impact Assessment (PESIA), with reference to local requirements and requirements of potential financing source(s) of the Project. The Contractor should identify potential negative impacts and discuss the extent to which they can be minimized or mitigated.

J. Infrastructure Risk Screening

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

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

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

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

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 (for Sole-Source Grants) 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. Competed proposals will not require working with a U.S. firm. 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, completing alternative methods of achieving the same or similar Project objectives). This analysis should also include the internal rate of return under a variety of different assumptions (e.g. different interest rates, depreciation, licensing fees, and import duties).
   In addition, in order to provide the Project sponsor with sufficient information to responsibly implement, manage, and maintain the Project for the duration of the investment, this section will provide a Life Cycle Cost Analysis (LCCA) as part of the overall Project cost estimate. The LCCA shall examine the total initial capital costs to plan, design, develop, and build the Project, and also shall include a detailed analysis of the costs associated with the medium-term and long-term operation of the Project, which includes maintaining the facilities, equipment, and other assets financed as part of the Project. Such costs include, but are not limited to, warranties, operation, maintenance, acquisition, installation, refurbishment, and disposal costs that could be encountered throughout the life of the Project.

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

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

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

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

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

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

6. **A review of regulatory issues and the legal framework related to the Project.** This section shall include a discussion of the relevant regulatory structure needed, including an assessment of any regulations that would impact the Project's viability, a prognosis to move forward, and a need for additional regulations. Unless otherwise specified, this review shall include a review of current and proposed regulations, permitting requirements, licensing requirements, legal framework, construction approvals, foreign participation regulations, regulations that impact environmental requirements, and any other regulatory issues that may have a significant impact on the Project. This section shall identify policy and/or legislative actions that could either act as potential barriers to the implementation of the Project or would be necessary for implementation of the Project. This section shall also review any pending or potential regulatory actions that may impede Project implementation. If the Project does not meet all requirements, the U.S. firm shall identify methods to overcome those deficiencies.

7. **An analysis of key host country development impacts.** This section of the TOR shall detail the anticipated host country impacts of the Project. This task shall incorporate the baseline information gathered by the 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.dfc.gov
www.exim.gov
www.ifc.org
www.adb.org
www.ebrd.com
www.iadb.org
www.afdb.org

Q. 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). For sole-source proposals, the Contractor shall develop this detailed budget to assist USTDA with assessing the cost reasonableness of the U.S. firm's proposal using an independent government cost estimate (IGCE). As such, the Contractor shall develop this detailed budget without reference to the U.S. firm's proposed budget.

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.

- Itemization for per diem, transportation, communications, purchased services/contracts, translation of final report, and other direct costs, as applicable. 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 VI. 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

Finally, if requested, the Contractor shall provide technical inputs and feedback to USTDA to assist with negotiations with the U.S. firm on the final, negotiated budget.

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

TOTAL ACTIVITY BUDGET	[Task Name] **Task 1**	[Task Name] **Task 2**	[Task Name] **Task 3**	[Task Name] **Task 4**	[Task Name] **Task 5**	[Task Name] **Task 6**	[Task Name] **Task 7**	[Task Name] **Task 8**	[Task Name] **Task 9**	[Task Name] **Task 10**	[Task Name] **Task 11**	[Task Name] **Task 12**	[Task Name] **Task 13**	[Task Name] **Task 14**	**Total**
Direct Labor Costs[2]															
Position 1	200	1000	800												
[Days][Hours]	2	10	4												
[Daily Rate][Hourly Rate]	100	100	200												
Position 2															
Position 3															
Total Direct Labor															
Non-Employee Labor Costs[3]															
Position 1															
[Days][Hours]															
[Daily Rate][Hourly Rate]															
Position 2															
Position 3															
Total Non-Employee Labor															
Total Labor Costs															
Other Direct Costs															
Purchased Services and Contracts[4]															
Contract 1															
Contract 2															
Total															
Travel															
International Air Travel															
Number of Trips															
Cost per Trip															
In-Country Air Travel															
Ground Transportation															
Per Diem - [City, Country]															
Days															
Daily Rate															
Interpreters															
Other (local travel, etc. [be specific])															
Total															
Other Costs															
Courier Services															
Reproduction and Binding															
Telephone, Fax, & Internet Charges															
Visa Services															
Total															
Total Other Direct Costs															
Activity Total															
Total U.S. Company Cost Share															
Amount of USTDA Grant Funds															

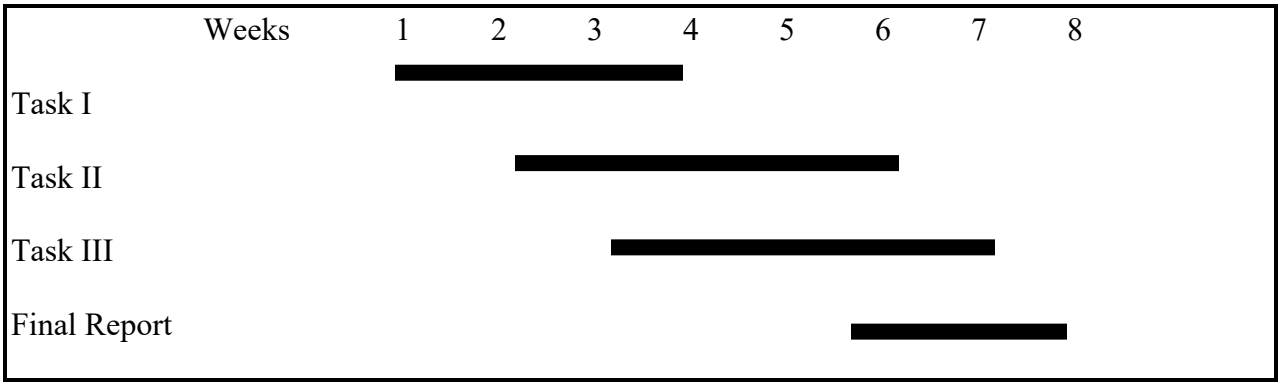
Notes:
1. Unless otherwise agreed by USTDA, Grant Funds may not be used to fund any equipment-related costs.
2. Primary Contractor (Employee) Labor Costs = Salary + Overhead + Benefits + Reasonable Profit
3. Non-Employee Labor Cost = Salary + Overhead + Benefits + Reasonable Profit
4. Purchased Services and Contracts may include engineering drawings, lab work, surveys, translation, etc., which would not be included under the Non-Employee Labor Cost heading.
5. Budget must comply with USTDA National Source And Origin Requirements, Including 30% Host Country Maximum.

USTDA GRANT FUNDS	[Task Name] **Task 1**	[Task Name] **Task 2**	[Task Name] **Task 3**	[Task Name] **Task 4**	[Task Name] **Task 5**	[Task Name] **Task 6**	[Task Name] **Task 7**	[Task Name] **Task 8**	[Task Name] **Task 9**	[Task Name] **Task 10**	[Task Name] **Task 11**	[Task Name] **Task 12**	[Task Name] **Task 13**	[Task Name] **Task 14**	**Total**
Direct Labor Costs															
Position 1	200	1000	800												
[Days][Hours]	2	10	4												
[Daily Rate][Hourly Rate]	100	100	200												
Position 2															
Position 3															
Total Direct Labor															
Non-Employee Labor Costs															
Position 1															
[Days][Hours]															
[Daily Rate][Hourly Rate]															
Position 2															
Position 3															
Total Non-Employee Labor															
Total Labor Costs															
Other Direct Costs															
Purchased Services and Contracts															
Contract 1															
Contract 2															
Total															
Travel															
International Air Travel															
Number of Trips															
Cost per Trip															
In-Country Air Travel															
Ground Transportation															
Per Diem - [City, Country]															
Days															
Daily Rate															
Interpreters															
Other (local travel, etc. [be specific])															
Total															
Other Costs															
Courier Services															
Reproduction and Binding															
Telephone, Fax, & Internet Charges															
Visa Services															
Total															
Total Other Direct Costs															
Activity Total															

CONTRACTOR COST SHARE	[Task Name] **Task 1**	[Task Name] **Task 2**	[Task Name] **Task 3**	[Task Name] **Task 4**	[Task Name] **Task 5**	[Task Name] **Task 6**	[Task Name] **Task 7**	[Task Name] **Task 8**	[Task Name] **Task 9**	[Task Name] **Task 10**	[Task Name] **Task 11**	[Task Name] **Task 12**	[Task Name] **Task 13**	[Task Name] **Task 14**	**Total**
Direct Labor Costs															
Position 1															
[Days][Hours]															
[Daily Rate][Hourly Rate]															
Position 2															
Position 3															
Total Direct Labor															
Non-Employee Labor Costs															
Position 1															
[Days][Hours]															
[Daily Rate][Hourly Rate]															
Position 2															
Position 3															
Total Non-Employee Labor															
Total Labor Costs															
Other Direct Costs															
Purchased Services and Contracts															
Contract 1															
Contract 2															
Total															
Travel															
International Air Travel															
Number of Trips															
Cost per Trip															
In-Country Air Travel															
Ground Transportation															
Per Diem - [City, Country]															
Days															
Daily Rate															
Interpreters															
Other (local travel, etc. [be specific])															
Total															
Other Costs															
Courier Services															
Reproduction and Binding															
Telephone, Fax, & Internet Charges															
Visa Services															
Total															
Total Other Direct Costs															
Activity Total															

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. The direct labor rates will be presented as fully-burdened labor rates, inclusive of profit. If possible, provide the mathematics for how the loaded rate was developed. The Contractor should reference other U.S. Government-approved fully loaded rates for the U.S. firm to the extent applicable; for instance, if the U.S. firm has approved GSA Schedule rates, the Contractor can reference those rates. Document the Contractor's methodology for assessing labor cost reasonableness in each instance.

Examples:

Project Manager/Technical Expert – 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%. Profit of $11 a day is included because [note: *justification should be included here*].

Junior Specialist – This individual will work with the Technical Expert 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. Rates will be presented as fully-burdened labor rates, inclusive of profit. If possible, 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%. Profit 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/Technical Expert and the Junior Specialist will travel to the host country for meetings with government representatives and project sponsors to inform the development of one or more Terms of References for Project Proposal(s).

TOR Development Meeting to be attended by the Project Manager/Technical Expert, Junior Specialist, and/or Independent Consultant
Roundtrip Airfare (Economy Class): $2,973/per Trip X 3 People = $8,919
Per Diem: $182 X 10 days X 3 People = $5,460
Local Transportation: $250/trip X 9 Trips = $2,250
Transportation to/from Airport: $100/Trip X 4 Trips = $400

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

Attachment VII

GUIDANCE ON INFRASTRUCTURE RESILIENCE

In order to assure the quality, financeability and resilience of the Projects USTDA supports through project preparation grants, environment-related and geophysical risks to and vulnerabilities of projects must be considered at the project scoping stage for all feasibility studies (FS) and technical assistance (TA) activities. Categorical exclusions from this requirement for environmental and disaster resilience assessment include: *de minimis* training grants, and International Business Partnership Programs (i.e. reverse trade missions, conferences, and workshops).

What does USTDA mean by Infrastructure Resilience?

As a project planning agency, USTDA recognizes the importance of identifying risks and opportunities early on in the project scoping stage. Environment-related risks, such as drought, flood, high heat, and sea level rise, and other geophysical hazards (for example, earthquakes, tsunamis, volcanic eruptions, or landslides) are particularly relevant for the Projects USTDA supports, as these can threaten the integrity of infrastructure both acutely and over time if not properly accounted for. Through the environmental and disaster resilience assessment process, USTDA seeks to identify environment-related and other geophysical risks and vulnerabilities and incorporate environmental and disaster resilience considerations into the project preparation process. This requirement enhances the resilience of projects that are achieved from USTDA-funded activities, assists with obtaining project financing, and further promotes sustainable development over the lifetime of these investments.

An environmental and disaster resilience assessment looks at the impact of environmental and geophysical hazards on a potential Project and involves two phases: (1) Infrastructure Risk Screening and (2) the incorporation of environmental and disaster resilience considerations into the TOR to ensure potential adverse environment-related impacts and geophysical hazards are addressed in the Activity.

The Infrastructure Risk Screening identifies potential environment-related and geophysical risks, vulnerabilities, and opportunities pertaining to a program or investment, determines if additional analysis is required, and if so, helps to scope that analysis. In other words, it is intended to either identify what further study is required, determine that further analysis is not warranted, or determine that the environmental and geophysical risks are so high that the Project cannot move forward as planned. Screening should occur early enough in the development process (e.g., at the DM/DS stage) to influence the analysis and decisions that follow. For that reason, screening should be fairly high level and quick, broadly characterizing current and future environmental risks and geophysical hazards and their interaction with proposed investments. In some cases, screening may directly influence design.

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

Elements of Effective Infrastructure Risk Screening

An Infrastructure Risk Screening should consider:

1) Current and projected environmental conditions and trends at proposed Project location(s). Based on existing information, the analysis should consider current environmental trends and future scenarios at the proposed Project location(s). The analysis should focus on those environmental parameters that are relevant for the specific Project under consideration. Environmental screening should consider vulnerabilities to

extreme events as well as longer-term changes. Screening should consider current and projected future conditions, bearing in mind the expected timeframe and lifetime of the Project. Key parameters to be considered include:

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

2) Other geophysical hazards to which the site is prone. Based on existing information, the analysis should consider geophysical hazards that are possible at the proposed Project site(s). The analysis should focus on those geophysical hazards that are relevant for the specific Project under consideration. Key parameters to be considered include (as relevant):
   a) Earthquakes
   b) Tsunamis
   c) Volcanic eruptions
   d) Landslides
   e) Any other geophysical factor that would clearly be salient to the Project.

3) Potential impacts of environmental or the geophysical hazard(s) on the Project itself. Impacts from environment-related or other geophysical hazards depend on the nature of the Project, as well as the current and projected environmental conditions or geophysical hazards affecting the location of the Project or locations on which the Project depends (e.g., access routes, locations critical to supply chains).

Note that at this early stage in development, projects and their potential locations may not be well-defined, so the Contractor will need to use whatever information is available to them to conduct the screening.

Based on the results of the above analysis, the Contractor shall assign a risk rating for the Project. This rating is a qualitative measurement and shall be expressed as Low, Moderate or High risk.

The Contractor shall take into account the environmental and geophysical risks associated with the relevant geography and the likelihood that these risks will have an impact on the Project to consider:

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

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

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

Risk Level	Definition	How to Reflect in TOR/Impact on Approval Process
Low	Negligible environmental/geophysical risk - There are no discernible material risks to the project due to environmental or other geophysical hazards.	Incorporate section into TOR that outlines potential environmental and/or geophysical risks that should be reviewed and highlighted to Grantee for consideration during implementation of Project.
Moderate	The effects of environmental or other geophysical hazards could adversely affect the use, technical performance, or lifetime of the infrastructure, or have detrimental effects on the financial performance of the asset (for example, by raising costs, requiring expensive maintenance, or reducing revenue or the likelihood of loan repayment). Future environmental conditions and geophysical risk should be considered in design standards for the project.	Incorporate section into TOR that outlines environmental and/or geophysical risks identified in Screening and provides instructions for further analysis of environmental and/or geophysical risks that would have long-term implications for the Project. Require Final Report provide recommendations for risk mitigation.
High	Environmental and/or geophysical risk could pose a significant threat to the performance, economic viability, lifetime or future usability of the project.	Either: 1) Consider not recommending the activity if the proposed Activity faces a high level of environmental and/or geophysical risk that cannot be mitigated;* OR 2) Include specific language within the TOR to: further assess environmental and geophysical risks for the Project; ensure identified risks are fully taken into consideration and that appropriate measures are incorporated to ensure resilience as part of any site selection, design, or other relevant components of the FS or TA; and make recommendations to the Grantee for any additional steps that should be taken to incorporate resilience considerations or otherwise mitigate the risk to the Project from the identified environment-related and/or geophysical hazards.**

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

1) The environmental and/or geophysical risk to the Project is so significant that:
    a. It renders the Project unattractive for financing; or
    b. The Project would be unlikely to provide development benefits that would justify the investment in the Project; or
    c. The environmental and/or geophysical risks and environmental and social impact of the Project would combine in a way that poses an unacceptably high environmental and social risk; and

2) These risks cannot be effectively mitigated,

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

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

** In cases where the Infrastructure Risk Screening has indicated that a proposed Project has a high environment-related and/or geophysical risk and the risk(s) can be mitigated, it will be important for the FS or TA to incorporate a thorough analysis of the risk(s) and detail how the recommendations in the FS or TA final report effectively mitigate those risks. This will be particularly important for Projects requiring significant capital expenditure or expecting to rely on international sources of finance.

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 (SEP 2023).

E.1. Offer Submission:

Send your offer by email to contractproposals@ustda.gov which is **due no later than 1:00 PM, local Arlington, VA time on Tuesday, September 8th, 2026.** Proposals submitted to alternate email addresses will NOT be accepted. Late proposals will be processed in accordance with Federal Acquisition Regulation guidance.

E.2. Questions Relating to This Solicitation:

All questions must be emailed to the POC listed in the solicitation at contractproposals@ustda.gov and tjohnson@ustda.gov no later than **1:00 p.m., Arlington, VA Time Tuesday, August 18, 2026**. **Please reference the Solicitation Number and Project Title in the SUBJECT LINE of your email. No Phone Calls will be accepted.**

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. Instruction for Submission of Offer/Proposals

Responses Shall Be Submitted in TWO Separate Volumes As Follows:

VOLUME I (a): TECHNICAL PROPOSAL:

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

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

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

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

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

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

(e) The Offeror shall provide examples and effectively demonstrate relevant experience and expertise: (1) providing sector-specific guidance; (2) developing Terms of Reference (TORs) for feasibility studies, technical assistance, and/or pilot projects; and (3) conducting technical, economic, and financial evaluation of sector projects.

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

(g) USTDA will also evaluate the extent to which the proposed approach appropriately accounts for implementation in low- and middle-income countries and other emerging-market environments. The firm will be evaluated on its ability to identify and develop strategically aligned project proposals that respond to partner-country priorities while advancing US Government and Administration objectives and effectively coordinate within USTDA's broader ecosystem of government, industry, financial and technical partners, including opportunities to advance commercial engagement, strengthen supply chains, and promote U.S. technology deployment. This may include the offeror's approach to engaging host-country stakeholders; adapting its methodology to local institutional, regulatory, cultural, and socioeconomic conditions; addressing language and data limitations; coordinating in-country activities; and managing other challenges associated with international implementation.

(h) Offerors should also demonstrate technical expertise and direct experience with traditional mineral processing and refining technologies, as well as knowledge of emerging technologies and financiers in the sector. The evaluation will consider demonstrated technical qualifications and professional experience performing activities of similar scope and complexity to the requirements of the Performance Work Statement.

The RFP respondent(s) shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. RFP respondent(s) are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of

each proposal. **No material may be incorporated in the proposal by reference in order to circumvent the page limitation.** Please submit the technical proposal as a searchable PDF. The following documents are **not** included in the page limitation:

a. **Cover Page**

b. **Table of Contents**

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

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

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

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

Past Performance Questionnaire – The Offeror shall provide information for a maximum of three (3) contracts and/or subcontracts held within the last three (3) years. Also, ensure the attached Past Performance Questionnaire is forwarded by the Offeror to the contract POC for which the past performance reference is being provided. The government will use information submitted by the Offeror's past performance POC, such as other Federal Government offices and commercial sources, to assess performance. The attached Past Performance Questionnaire MUST be completed by the POC providing reference to the solicitation number: 1131PL26R0057. Upon completion, the past performance POC should forward the completed questionnaire to USTDA via email to contractproposals@ustda.gov no later than **1 PM., Arlington, VA Time on Tuesday, September 8, 2026.**

VOLUME II: PRICE

Price Proposal:

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

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

There is no page limitation for the Price Proposal.

E.5. Price Evaluation Approach: A price evaluation will be conducted in accordance with FAR 15.404-1 to determine completeness (i.e. all information required by the RFP has been submitted and is accurate) and reasonableness. The Government may also conduct price realism for the purpose of assessing whether an Offeror's unrealistically low price reflects on its understanding of the task order requirements or the risk inherent in the Offeror's approach. Prices found to be unrealistically low (an indication of "buy – in") will be ineligible for award. The evaluated price will be used in the tradeoff analysis between price and technical factors to determine best value. Discounts are encouraged. **All price numbers must be rounded to the nearest whole dollar (NO CENTS).** The total evaluated price shall be the sum of fixed prices.

No adjectival ratings will be used to evaluate Price.

E.6. Evaluation Factors for Award: FAR 52.212-2, Evaluation, Commercial Items (available at www.acquisition.gov under FAR), is being used. The Government will evaluate offers for award purposes by adding the total price for all CLINS to the total price for the basic requirement. The following non-price factors are of equal importance and will be used to evaluate all offers. As technical merit of the proposals becomes more equal, cost/price may become a determining factor.

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

a) Subfactor 1: Technical Approach. USTDA will evaluate the firm's technical approach, including, but not limited to the products, methods, and strategies outlined, to determine how well the firm understands the scope of work and whether its proposed solution is practical for meeting all solicitation requirements and advancing USTDA's objectives. Additionally, USTDA will evaluate the proposed staffing based on the quality and availability of resources to support the services identified in the Performance Work Statement (PWS). This will include the adequacy of proposed methodology and work plan.

b) Subfactor 2: Technical Expertise. USTDA will evaluate the qualifications and experience of the offeror and its proposed technical experts to provide the services required by this solicitation. Strong preference will be given to offerors with demonstrated technical experience in mining and critical mineral supply chain projects, including multiple experts with at least 7-10 years of experience in metallurgy, mining and/or geotechnical engineering, mine design planning, tailings management, mineral processing, environmental assessments related to mines and/or mine closure and remediation planning.

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

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

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

Price proposals found to **be unrealistically low** (an indication of "buy – in") will be ineligible for award. The evaluated price will be used in the tradeoff analysis between price and non-price factors to determine best value. No adjectival ratings will be used to evaluate Price.

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

E.6.1 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.6.2. Technical Evaluation Approach: The proposal will be evaluated to determine:

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

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

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

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

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

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

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

Table 1. Technical Ratings	
Rating	**Description**
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

E.6.3. Past Performance Evaluation Approach: The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime Contractor. The Government will conduct a performance risk assessment based on the quality, relevancy, and recency of the Offeror's past performance, as it relates to the probability of successful accomplishment of the required effort. The currency and relevance of the past performance information, source of the information, context of the data, and general trends in the Contractor's performance will be considered.

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

provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

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

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

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

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

E.6.4. Best Value Award Determination

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

The Government may award based on initial proposals received, without further discussions. Accordingly, each RFP respondent should submit their proposal to the Government using the most favorable terms from a technical and price standpoint. Pursuant to FAR Part 15.306(c), if discussions are held, the Contracting Officer shall establish a competitive range of the most

highly rated proposals. If the number of most highly rated proposals exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range.

Only one award will result from this RFP. Proposals that do not address all requirements presented in the PWS may not be considered for award.