

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See Block 31c.		4. ORDER NUMBER		5. SOLICITATION NUMBER 1131PL26R0049	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Tyrone Johnson				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME 06/18/2026 07/22/2026 1:00PM ET	
9. ISSUED BY U.S. Trade and Development Agency (USTDA) Office of Acquisition Management (AQM) 1101 Wilson Boulevard, Suite 1100 Arlington, Virginia 22209 USA				CODE 1131PL		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) NAICS: 541690 SIZE STANDARD: \$19MIL	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SAME AS BOX 9.				CODE 1131PL		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY The contractor must prepare and submit invoices electronically to: https://www.ipp.gov	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE
	Indo-Pacific Digital Infrastructure Project Scoping Services Period of Performance: See PWS <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 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					<input type="checkbox"/> 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	Preliminary Assessment Reports (Up-to-8)	8	EA		
0002	Full Project Reports (Up-to-30)	30	EA		
0003	Scoping Mission Reports (Up-to-6)	6	EA		
0004	Activity Amendment Reviews (Up-to-4)	4	EA		
0005	Full Final Report (Up-to-2)	2	EA		
0006	Cost Reimbursable - Travel in Accordance With Federal Travel Regulations (FTR)	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. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

SECTION B – CONTINUATION OF SF-1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: TBD

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

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

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

SECTION C - CONTRACT CLAUSES

a. CLAUSES INCORPORATED BY REFERENCE

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

b. CLAUSES INCORPORATED BY FULL TEXT

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

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

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

__ (6) [Reserved].

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

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

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

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

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

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

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

- ___ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (14) [Reserved].
- ___ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- ___ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (17) [Reserved]
- _X_ (18) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- ___ (19) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- _X_ (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025)([15 U.S.C. 637](#)(d)(2) and (3)).
- ___ (21) (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ([15 U.S.C. 637](#)(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- ___ (v) Alternate IV (Jan 2025) of [52.219-9](#).
- _X_ (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- ___ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- ___ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- ___ (26) (i) [52.219-28](#), Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ___ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](#)(r)).
- ___ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637](#)(a)(17)).
- _X_ (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O. 11755).
- ___ (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2026)([E.O. 13126](#)).
- _X_ (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (34) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ___ (35) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- _X_ (36) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- _X_ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- _X_ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (39) (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (40) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ([Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

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

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

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

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

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

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

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

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

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

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

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

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

__ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

___ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

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

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

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

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

___ (61) [52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).

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

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

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

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

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

___ (iii) Alternate II (Nov 2021) of [52.247-64](#).

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

___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

Acquisition.gov

(End of clause)

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

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

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

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

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

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
 - (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
 - (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
 - (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
 - (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
 - (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
- (c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

SECTION D – CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

D.1. PERFORMANCE WORK STATEMENT (PWS)

Indo-Pacific Digital Infrastructure Definitional Mission

D.1.1. OVERVIEW

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

USTDA serves as the U.S. government's first mover on critical infrastructure projects overseas, funding 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. USTDA delivers these commitments through grants and contracts, targeting projects that represent strong and measurable development priorities in the host country. Requests for USTDA assistance are made by either public or private sector project sponsors for implementation in developing and middle-income countries.

The Indo-Pacific region represents one of the fastest growing markets globally for digital infrastructure investment. Governments and private sector organizations across Southeast Asia, South Asia, and the Pacific Islands are accelerating investments in connectivity, cloud and data infrastructure, cybersecurity, digital government, and related sectors. USTDA faces strong and growing demand for project preparation support in this region and has established this Definitional Mission contract to provide the expert capacity needed to identify, evaluate, and develop a pipeline of high-quality grant activities.

D.1.2. SCOPE OF WORK

USTDA seeks non-personal services under this Definitional Mission (“DM”) contract to support its evaluation and decision-making on proposals for grant funding that advance secure, trusted, and commercially viable digital infrastructure in the Indo-Pacific region. The firm selected to perform this contract is referred to throughout as the “DM Contractor.”

The DM Contractor will develop funding recommendations, Terms of Reference (“TOR”), and budgets for prospective USTDA feasibility studies, technical assistance activities, pilot projects, and related project preparation support that meet USTDA funding criteria across Southeast Asia, South Asia, and the Pacific Islands (“Indo-Pacific Region”). The DM Contractor will support U.S. government (“USG”) initiatives and USTDA engagement in the region by providing actionable analysis and recommendations to inform agency decision-making and program design, engaging with prospective Project Sponsors and U.S. companies, and identifying opportunities for U.S. technology and services exports.

Note on Terminology

Throughout this PWS, the term “DM Contractor” refers exclusively to the firm awarded this Definitional Mission contract. The term “Contractor” refers to a U.S. firm selected by a Project Sponsor to implement a USTDA grant-funded Activity. All other key terms are defined in Section D.1.3.

DM Deliverables

At the request of the Contracting Officer's Representative (“COR”), the DM Contractor will provide specific deliverables (“DM Deliverables”) as outlined in Section D.1.7, up to the not-to-exceed quantities indicated. USTDA will make the final determination on which activities merit inclusion as DM Deliverables. The DM Contractor will only be compensated for approved and completed deliverables and may not invoice for work that has not been accepted by USTDA. The quantities provided represent not-to-exceed ceiling figures and not guaranteed quantities. Any unexpended funds will be de-obligated at contract closeout.

All DM Deliverables must be clearly labeled as “Business Confidential” on every page and treated accordingly, per Sections D.1.9.1 (Confidentiality) and D.1.9.2 (Intellectual Property).

D.1.3. KEY DEFINED TERMS

The DM Contractor shall consistently define and apply standard USTDA terminology in all DM 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 DM 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.

- **“Contractor”** refers to the U.S. firm 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 "DM 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.1.4. USTDA FUNDING CRITERIA

All DM Deliverables must align with USTDA's funding criteria. Recommended activities must meet the following requirements:

- **Implementation Financing:** The proposed activities must have a high likelihood of securing implementation financing.
- **Equal Access:** The project procurement process must provide "equal access" to U.S. companies.
- **Export Potential:** The activities must represent a significant opportunity for U.S. goods and services exports, with a projected return that substantially exceeds USTDA's initial investment.
- **Development Priority:** The activities must align with the development priorities of the Project Sponsor and host country and have the endorsement of the U.S. Embassy in the host country, as confirmed by USTDA.
- **Market Entry Challenges:** The activities should engage U.S. companies facing barriers to market entry and/or strong competition from foreign companies supported by subsidies or other government assistance.

D.1.5. PROGRAM CONTEXT AND PRIORITIES

This section provides the program context and priorities relevant to the performance of this contract.

Due to high interest and a large number of prospective digital infrastructure activities across the Indo-Pacific, the Regional Team recommended funding this DM with the potential to permit two awards for up to four (4) preliminary reviews, fifteen (15) project reports, three (3) scoping mission reports, and two (2) activity amendment reviews to two separate bidders for a total of eight (8) preliminary reviews, thirty (30) project reports, six (6) scoping mission reports, and four (4) activity amendment reviews in order to more effectively manage bandwidth given the high volume of proposals.

D.1.5.1. Digital Infrastructure Priorities

USTDA's digital infrastructure work in the Indo-Pacific focuses on projects where trusted U.S. technology solutions and expertise can advance host country development priorities and create significant opportunities for U.S. exports.

Artificial intelligence is a foundational and cross-cutting priority across all digital infrastructure categories. AI is increasingly embedded across the full digital infrastructure stack, from network management and cybersecurity to data systems, digital government, and public service delivery, and is driving new categories of infrastructure investment including AI-ready compute, sovereign AI platforms, and AI governance frameworks. The DM Contractor shall demonstrate sufficient expertise in AI applications and digital infrastructure requirements to evaluate project proposals, assess technical and commercial viability, and develop well-scoped TORs. Where proposed Activities involve AI systems or AI-enabled platforms, the DM Contractor shall assess whether the proposed approach reflects responsible AI principles including transparency, security, data governance, and alignment with relevant international standards and USG AI policy priorities.

The DM Contractor shall be familiar with project opportunities across the following digital infrastructure categories, noting that AI-enabled solutions and applications are relevant across all of them:

- 1. Digital Connectivity and Network Infrastructure:** Infrastructure that connects people, communities, and systems, including fixed and mobile broadband networks, fiber optic and subsea cable systems, satellite and wireless connectivity solutions, internet exchange and peering infrastructure, and the network management systems and telecommunications regulatory frameworks that enable reliable, affordable, and secure digital access for public and private sector users.
- 2. Cloud, Data, and Computing Infrastructure:** Infrastructure that stores, processes, and manages data and powers digital services and applications, including data centers, cloud computing platforms, advanced and high-performance computing facilities, sovereign, government, and private cloud environments, national, sectoral, and enterprise data platforms, and the data governance, data localization, and cross-border data flow frameworks that govern how data is managed, shared, and protected across both public and private sector contexts.
- 3. Cybersecurity and Secure Digital Systems:** Systems, frameworks, and capacity that protect digital infrastructure and build confidence in digital systems across both public and private sectors, including cybersecurity strategies and frameworks, critical information infrastructure protection programs, network and operational security systems, incident detection and response capabilities, digital identity and authentication systems, enterprise and private sector security programs, secure supply chain programs, and the institutional and regulatory capacity that governments and organizations need to govern cybersecurity effectively.
- 4. Digital Public Infrastructure and Services:** Digital platforms, systems, and services that deliver public value and enable digital transformation across government and society,

including digital government and e-services platforms, digital public infrastructure such as digital identity, payment, and data exchange systems, smart city and urban management platforms, public safety and emergency management systems, digital health and e-learning infrastructure, fintech and digital financial services, e-commerce and digital trade platforms, and the policy, regulatory, and institutional frameworks that govern their deployment and use.

These categories encompass broad project opportunities with both public and private sector Project Sponsors, including national and subnational government entities, state-owned enterprises, telecommunications operators, technology companies, financial institutions, and other private sector organizations pursuing digital infrastructure investment in the Indo-Pacific region. The COR will provide specific guidance on project priorities throughout the contract period.

D.1.5.2. Geographic Focus

The geographic focus of this contract is eligible developing and middle-income markets in the Indo-Pacific region, encompassing **Southeast Asia, South Asia, and the Pacific Islands**. The availability of USTDA grant funds in a given country may be subject to limitations based on the country's level of income, U.S. government restrictions on foreign assistance, and other policy considerations. The COR will provide guidance on eligible countries and specific subregional priorities at the kickoff meeting and on an ongoing basis throughout the contract period.

D.1.5.3. Strategic and Competitive Context

The Indo-Pacific digital infrastructure market is highly competitive. Foreign state-backed vendors continue to maintain significant market share across connectivity, cloud, and digital government sectors in many target markets, often supported by concessional financing, bundled government-to-government agreements, and subsidized pricing that U.S. firms cannot match on commercial terms alone. USTDA's project preparation grants play a critical role in leveling the playing field for U.S. companies by building the technical and commercial case for trusted, high-quality, and commercially sustainable solutions.

The DM Contractor shall be familiar with and actively seek to align proposed Activities with relevant USG and multilateral initiatives in the Indo-Pacific digital infrastructure space. The COR will provide guidance on current priority initiatives at the kickoff meeting and will update the DM Contractor as the strategic landscape evolves during the contract period. The DM Contractor shall document alignment with identified USG initiatives in each Project Report and Scoping Mission Report, as directed by the COR.

D.1.5.4. 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 Contractor 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.

Additional information on USTDA's grant mechanisms, processes, and requirements is available on USTDA's website under the Document Center at <https://www.ustda.gov/ustda-document-center>.

D.1.6. CONTRACT PERFORMANCE REQUIREMENTS

The DM Contractor shall follow the steps outlined below in carrying out this contract.

D.1.6.1. Non-Disclosure Agreement

Upon award, the DM Contractor shall execute a Non-Disclosure Agreement ("NDA"). In performing work under this contract, the DM Contractor shall treat all confidential information and proprietary data received from the Government or third parties as strictly confidential and use such information exclusively for purposes directly related to the performance of this contract.

D.1.6.2. Kickoff Meeting

After executing the NDA, the DM Contractor shall contact the COR to schedule a kickoff meeting or call to discuss the details of the contract assignment, expectations, and best practices. The COR will provide the DM Contractor with project concept notes, proposals, prospective Project Sponsors, pertinent contacts in the United States and overseas, current USG initiative priorities, and any other relevant information that may impact the design, evaluation, or implementation of proposed activities and DM Deliverables.

D.1.6.3. Travel and Embassy Coordination

Communication with U.S. or foreign embassy officials regarding the requirements of this contract is strictly prohibited prior to contract award and completion of the kickoff meeting with USTDA. Following the kickoff meeting, USTDA will notify the U.S. Embassy and/or Consulate(s) in relevant host countries of the DM Contractor's proposed travel itinerary no later than two (2) weeks before planned departure. USTDA will also request that the Commercial

and/or Economic Section(s) provide the DM Contractor with names and contact details of appropriate host country officials to meet during the assignment.

As directed by the COR in the performance of Scoping Missions, the DM Contractor shall travel to meet with relevant project officials, public and private stakeholders, and representatives of the U.S. Embassy and/or Consulate(s). Upon arrival and prior to departure, the DM Contractor shall contact the Commercial and/or Economic Section(s) for briefing and debriefing meetings, as advised by the COR.

The DM Contractor is responsible for arranging all meetings. While Commercial or Economic Section staff may assist in scheduling some initial meetings with host country officials, the ultimate responsibility for all meeting arrangements lies with the DM Contractor. The DM Contractor is also responsible for all logistical aspects of travel, including lodging, transportation, and interpretation services. In certain situations, the DM Contractor may find it beneficial to utilize the Gold Key or Business Facilitation Services offered by the U.S. Embassy or Consulate. The DM Contractor may contract with a local entity to assist with trip logistics and/or interpretation services, as determined in consultation with the COR. However, substantive technical work shall not be subcontracted to local entities, in accordance with USTDA's Nationality, Source and Origin ("NSO") requirements.

The DM Contractor's availability for travel shall commence within thirty (30) days of contract award unless otherwise agreed in writing by the COR. The DM Contractor is required to secure the following travel insurance coverage for all personnel traveling overseas under this contract:

- Defense Base Act ("DBA") Insurance
- Medical Evacuation Insurance

D.1.6.4. Contacts Management

The DM Contractor shall maintain and continuously update a comprehensive list of all individuals and organizations contacted during the performance of the DM. At a minimum, each contact record shall include: name, title, organization, physical address, telephone number, mobile number, and email address. This contacts list shall be maintained as a separate tab in the DM Tracker and submitted in the format specified in Attachment IX. The Final Report shall include a single consolidated Excel file of all contacts engaged during the performance of the DM.

D.1.7. DM DELIVERABLES

The DM Contractor shall provide the following deliverables to USTDA upon COR request, up to the quantity indicated below. Detailed requirements for each deliverable type are set forth in Sections D.1.7.3 through D.1.7.7 below.

Fixed Price Deliverables:	NTE Quantity:
0001 Preliminary assessment reports ("Preliminary Assessment")	8
0002 Full project reports ("Project Report")	30
0003 Scoping mission reports ("Scoping Mission Report")	6

0004 Activity amendment review (“Amendment Review”)	4
0005 Final report (“Final Report”)	2

Price Reimbursable Requirements:	NTE Quantity:
0006 Scoping mission trips to the Indo-Pacific Region (estimated five (5) business days each)	6

The quantities provided represent not-to-exceed ceiling figures and not guaranteed quantities. The DM Contractor will only be compensated for approved and completed deliverables and may not invoice for work that has not been accepted by USTDA. Any unexpended funds will be de-obligated at contract closeout.

In addition to the deliverables above, the DM Contractor shall provide ongoing advice and information and maintain the DM Tracker throughout the contract period of performance, as described in Sections D.1.7.1 and D.1.7.2.

D.1.7.1. Advice and Information

The DM Contractor shall provide timely written and verbal updates to USTDA and respond promptly to the COR's questions and information requests throughout the contract period. Updates may take the form of information, advice, opinions, analyses, evaluations, recommendations, or other oral or written work products necessary for the successful performance of this contract. The DM Contractor shall respond promptly to all reasonable requests for updates and information from the COR.

D.1.7.2. DM Tracker

The DM Contractor shall develop and maintain an Excel-based "DM Tracker" throughout the contract period of performance, in consultation with the COR. The DM Tracker shall serve as a primary communication tool and information resource for the USTDA Regional Team and the DM Contractor. Any proposed changes to the DM Tracker format or content shall be made with COR approval.

At a minimum, the DM Contractor shall:

- Submit an updated DM Tracker to USTDA at least once per month.
- Submit an updated DM Tracker alongside each DM Deliverable.
- Include the final DM Tracker in the Final Report.

The DM Tracker shall include, at a minimum:

- **Administrative information:** A comprehensive list of DM Deliverables, assignments, status updates, payment milestones, and relevant administrative details.
- **Contacts database:** Contact details for all organizations and individuals engaged during the performance of the DM, including names, titles, affiliations, and relevant contact information, in the format specified in Attachment IX.

D.1.7.3. Preliminary Assessments

Purpose

If requested by the COR, the DM Contractor shall prepare Preliminary Assessments to support USTDA's early-stage decision-making regarding whether to advance initial proposals and project concepts for further development under a Project Report. **A Preliminary Assessment is not a prerequisite for a Project Report assignment.**

Components

Each Preliminary Assessment shall be approximately five (5) pages in length and address the following, including but not limited to:

- **Executive Summary:** A concise overview of the proposed Activity and Project, including the Project's technical, commercial, and financial viability, the Project Sponsor's commitment and capabilities, and the potential for U.S. exports.
- **Alignment with USTDA Funding Criteria:** An assessment of the Project and Activity's alignment with Section D.1.4 and priority USG initiatives identified in Section D.1.5.
- **Project Issues and Risks:** Identification and analysis of key risks, obstacles, or issues affecting the Project's implementation or overall viability (*e.g.*, technical, regulatory, and/or financial challenges).
- **Information Gaps:** A list of additional information required to assess the proposed Activity and Project's viability in relation to USTDA's funding criteria.
- **Conditions for Further Consideration:** A summary of any conditions the Project or Project Sponsor must meet prior to further USTDA evaluation.
- **Key Contacts:** Names, titles, and organizational affiliations of key contacts associated with the Project.
- **Recommendation:** A clear recommendation, supported by analysis, on whether the Activity proposal merits further development (*e.g.*, preparation of TOR, budget, and Project Report).

Submission Requirements

Following a COR request, the DM Contractor shall consult with the COR to discuss the proposal, obtain guidance, and clarify any specific issues for review. The DM Contractor shall submit the Preliminary Assessment to the COR within **fourteen (14) calendar days** of the virtual or in-person meeting with the Project Sponsor, unless otherwise agreed with the COR. If a delay is anticipated, the DM Contractor shall immediately notify the COR with the reasons for the delay and a proposed alternative timeline.

All Preliminary Assessments must be paginated, clearly labeled, and submitted electronically as both a consolidated Adobe PDF and the original Microsoft Word document. Hardcopy submissions will not be accepted. The email subject line must include the DM title, the label "Preliminary Assessment," and the USTDA Activity Number. Upon government acceptance, the DM Contractor shall submit an invoice to USTDA.

D.1.7.4. Project Reports

Purpose

If requested by the COR, the DM Contractor shall prepare Project Reports to provide detailed analyses and develop the Terms of Reference and recommended budget breakdown for prospective project concepts and proposals submitted for USTDA funding consideration by overseas Project Sponsors and U.S. companies.

Information Gathering and Stakeholder Engagement

The DM Contractor shall collect additional information and engage with Project Sponsors, U.S. industry contacts, and other government and private sector stakeholders through an iterative process to refine Project details and design the scope and budget for proposed Activities based on industry and international best practices. The DM Contractor shall primarily engage with Project Sponsors and relevant contacts remotely, including organizing and managing virtual meetings and follow-up communications as needed to gather required inputs.

When Project proposals align with USG, allied government, or multilateral initiatives, the DM Contractor, in consultation with the COR, shall conduct discussions with these parties to ensure complementary coordination; recommend interventions that avoid redundancy or conflict with concurrent donor programs in the host country; and summarize any pertinent foreign government, multilateral institution, or donor programs in the Project Report background section.

All sources of external information, data, and analysis used by the DM Contractor shall be properly cited in the Project Report.

Letter of Commitment Requirement

For each assigned Project Report, the DM Contractor shall obtain an official letter of interest or commitment from the Project Sponsor demonstrating their commitment to the Project and to collaboration with USTDA and the selected Contractor for the Activity. If such a letter cannot be obtained, the DM Contractor shall seek written approval from the COR before initiating the Project Report. Project Reports will not be approved by USTDA unless the official letter or COR's written authorization is included with the submission.

Project Report Components

Each Project Report shall be developed in compliance with all applicable elements of the following PWS sections and Attachments:

- PWS Section D.1.4 — USTDA Funding Criteria
- PWS Section D.1.3 — Use of Defined Terms
- Attachment I — Project Report Outline (including TOR)
- Attachment II — RFP Annex Outline (for competed activities)
- Attachment III — Impact on U.S. Labor Statement
- Attachment IV — USTDA Nationality, Source and Origin Requirements

- Attachment V — Required Budget Format
- Attachment VI — Task Completion Schedule
- Attachment VII — Budget Narrative Requirements
- Attachment VIII — Infrastructure Risk Screening Guidance
- Attachment IX — Contact Log Format

TOR Preparation

Each Project Report shall include a draft TOR submitted as a separate Microsoft Word document, using Times New Roman 12-point font, based on the most recent Grant Agreement and TOR template provided by the COR. The DM Contractor shall take a proactive role in improving TOR quality, consistency, and clarity and shall recommend alternative or innovative approaches where relevant to achieve the Project and Project Sponsor's objectives in line with industry and international best practices. For competed grant activities, the DM Contractor is responsible for developing the TOR. For sole-source activities, the DM Contractor shall coordinate TOR development iteratively with the identified U.S. industry partner and Project Sponsor.

Budget Preparation

Each Project Report shall include a budget prepared using the Required Budget Format (Attachment V) in Microsoft Excel. The budget shall include a breakdown of direct labor costs by task and position, as well as estimated Other Direct Costs ("ODCs") by task, in accordance with Attachment VII.

Infrastructure Risk Screening

Each Project Report shall include an Infrastructure Risk Screening conducted in accordance with Attachment VIII. The DM Contractor shall assess environment-related and geophysical risks to the Project as low, moderate, or high, with detailed explanation, and shall document screening results and conclusions in the Project Report. Where an in-depth analysis is warranted, the DM Contractor shall propose specific TOR language for the Contractor to conduct such analysis as part of the Activity.

Revisions and Finalization

When responding to USTDA comments on draft Project Reports, the DM Contractor shall resubmit both a clean version and a redline version showing how all comments were addressed. For competed grant activities, the DM Contractor shall also prepare a redacted version of the approved Project Report ("RFP Annex") cleared with the Project Sponsor to exclude sensitive or business confidential information, suitable for inclusion in the RFP solicitation package posted on USTDA's website and sam.gov.

Submission Requirements

Finalized Project Reports shall be submitted electronically to the COR as a consolidated Adobe PDF and original Microsoft Word and Excel files. No hardcopy submissions will be accepted. All reports must be paginated and clearly labeled. The email subject line must include the DM title, "Project Report," and the USTDA Activity Number. First draft reports shall be submitted within **twenty (20) business days** of the virtual or in-person meeting with the Project Sponsor, unless otherwise agreed with the COR. Subsequent drafts in response to COR comments shall be submitted within **five (5) business days** of receipt of comments. If a delay is anticipated, the DM Contractor shall immediately notify the COR. Upon government acceptance, the DM Contractor shall submit an invoice to USTDA.

D.1.7.5. Scoping Mission Reports

Purpose

If requested by the COR, the DM Contractor shall conduct Scoping Missions to one or more Indo-Pacific countries, each consisting of international travel and approximately five (5) working days in-country. Scoping Missions are intended to support in-depth engagement in targeted countries to identify prospective project leads, collect market and project information, conduct site visits, and advance cooperation between USTDA, other USG agencies, allied partners, and relevant stakeholders on priority digital infrastructure initiatives. Scoping Missions may be organized in conjunction with relevant USG events, trade missions, or delegation travel, and USTDA staff may accompany the DM Contractor as determined by the COR.

Pre-Mission Planning

Prior to initiating each Scoping Mission, the DM Contractor shall consult with the COR on the mission's objectives, suggested itinerary, key contacts, prospective project leads, relevant documents and information to review in advance, and the outline for the Scoping Mission Report. No less than **seven (7) calendar days** prior to departure, the DM Contractor shall submit to the COR a written pre-visit report that includes, at a minimum:

- Summary of Scoping Mission objectives and approach as agreed with the COR
- Notional itinerary and logistical details for travel
- List of key contacts and targeted meetings recommended by the COR, DM Contractor, and other stakeholders
- Brief summaries of any project leads or proposals under evaluation, as relevant
- Outline of content to be included in the Scoping Mission Report

Scoping Mission Report Content

The Scoping Mission Report shall generally include, but is not limited to, the following:

- Executive summary of the mission's objectives, outcomes, recommendations, and alignment with identified USG priorities and initiatives
- Overview of relevant market and project context and sector background in the targeted countries

- Summary of meetings and list of contacts
- Identification and summary of prospective project leads, follow-on action items, and recommendations for projects warranting further USTDA evaluation (*e.g.*, advancement to full Project Report)
- Detailed findings and recommendations related to targeted projects, programs, or issues investigated in greater depth during site visits and meetings, as determined with the COR
- Final Scoping Mission itinerary and logistical details

As determined in consultation with the COR, the Scoping Mission Report content may be modified based on the specific objectives of the mission. In some cases, the COR may request a redacted version excluding business confidential or sensitive information for sharing with other USG agencies or allied partners.

Submission Requirements

Unless otherwise agreed to by USTDA, the DM Contractor shall submit the Scoping Mission Report to the COR within **fourteen (14) calendar days** following the final day of Scoping Mission travel. If a delay is anticipated, the DM Contractor shall immediately contact the COR. Finalized Scoping Mission Reports shall be submitted electronically as a consolidated Adobe PDF and original Microsoft Word files. No hardcopy submissions will be accepted. The email subject line must include the DM title, "Scoping Mission Report," and the USTDA Activity Number. Upon government acceptance, the DM Contractor shall submit an invoice to USTDA.

D.1.7.6. Amendment Review Reports

Purpose

If requested by the COR, the DM Contractor shall prepare Amendment Review Reports to inform USTDA's decision-making regarding proposed changes to the scope and/or budget of an ongoing USTDA technical assistance activity, or to investigate other issues related to the performance of a USTDA grant program. The DM Contractor may be required to evaluate the completeness and quality of work products submitted by the Contractor to date, prepare revised TORs, and/or develop revised budget breakdowns.

Components

Each Amendment Review Report shall address the following, as modified based on the specific needs of the activity in consultation with the COR:

- Executive summary of the ongoing USTDA Activity and the proposed scope or budget changes, or other key issues investigated
- Identification and analysis of specific Activity or Project issues, key risks, and obstacles to implementation, and recommended approach to amend the ongoing Activity scope or budget
- Evaluation of the completeness and quality of deliverables or work products submitted by the Contractor to date, if applicable

- Revised TOR (submitted as a separate Word document) and revised budget modifications (submitted as a separate Excel file), as applicable
- List of key project contacts engaged during the Amendment Review
- Recommendation: supporting analysis and recommendation on the merits of the proposed Activity scope and budget modification and/or conclusions regarding the issues investigated

Submission Requirements

Following a COR request, the DM Contractor shall consult with the COR to discuss the activity under review and any guidance or key issues to address. The DM Contractor shall submit the Amendment Review Report within **fourteen (14) calendar days** of the virtual or in-person meeting with the Project Sponsor, unless otherwise agreed with the COR. If a delay is anticipated, the DM Contractor shall immediately notify the COR. Finalized Amendment Review Reports shall be submitted electronically as a consolidated Adobe PDF and original Microsoft Word and Excel files. No hardcopy submissions will be accepted. The email subject line must include the DM title, “Amendment Review,” and the USTDA Activity Number. Upon government acceptance, the DM Contractor shall submit an invoice to USTDA.

D.1.7.7. Final Report

The DM Contractor shall submit a Final Report within **four (4) weeks** following USTDA acceptance of the final DM Deliverable, unless otherwise agreed with the COR. The Final Report shall serve as a comprehensive record of all DM activities and outputs and shall include:

- Executive summary and account of all Projects reviewed and Scoping Missions conducted during the DM, including an explanation of any activities or projects that were reviewed but not recommended for USTDA funding
- Table of contents and full copies of all Preliminary Assessments, Project Reports, Scoping Mission Reports, and Amendment Review Reports developed in performance of the DM, including all PDF, Word, and Excel files
- A final updated DM Tracker including the consolidated contacts database

The DM Contractor shall submit the Final Report electronically (consolidated Adobe PDF, Microsoft Word, and Excel files) to USTDA at finalreports@ustda.gov. No hardcopy submissions will be accepted. The email subject line must include the DM title, “Final Report,” and the USTDA Activity Number. Upon Government acceptance of the Final Report, the DM Contractor shall submit an invoice to USTDA.

D.1.8. QUALITY CONTROL AND PERFORMANCE ASSESSMENT

D.1.8.1. Quality Standards

All DM Deliverables shall be grammatically and factually correct, internally consistent, clear, and free of typographical errors. DM Deliverables shall represent new work product; all sources

of external information, data, and analysis shall be properly cited. Plagiarism and significant reproduction of prior work products without proper citation are prohibited. The DM Contractor is responsible for all quality control actions necessary to achieve the required level of quality, which may include the services of a professional editor. The COR will reject DM Deliverables that do not conform to contract requirements, and the DM Contractor shall correct all deficiencies at no additional cost to the Government.

D.1.8.2. Performance Assessment

During the contract period, the COR will track the DM Contractor's performance. At the end of the performance period, the COR will assess the DM 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 DM Contractor will be afforded the opportunity to identify factual errors in the assessment. The COR's assessment is not subject to negotiation. Any factual errors identified by the DM 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.

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. INFORMATION RIGHTS AND CONFIDENTIALITY

D.1.9.1. Confidentiality

All proposals and supporting information submitted by U.S. firms or Project Sponsors are proprietary documents and shall not be distributed without permission from USTDA and the submitting party. The DM Contractor shall treat any proposal and supporting documentation as business confidential in its entirety, unless otherwise stated in writing. The DM Contractor shall properly mark the confidentiality of all DM Deliverables and include the required confidentiality certification in each invoice submitted to USTDA.

D.1.9.2. Intellectual Property

This contract is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this Performance Work Statement shall be subject to applicable 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. See FAR 52.227-14(a).

D.1.10. IMPARTIALITY

It is essential that this Definitional Mission be conducted with complete impartiality and objectivity, and that the DM Contractor and its subcontractors not obtain an unfair competitive advantage in USTDA-funded activities resulting from this contract. In accordance with FAR Subpart 9.5 and USTDA policy, the DM Contractor and its subcontractors shall be ineligible to compete for, as prime or subcontractor, any USTDA-funded activities that result from this contract, unless USTDA's Office of Acquisition Management grants a waiver pursuant to FAR 9.503. This restriction shall remain in effect for three (3) years from termination of this contract, or until the awarding of a USTDA-funded activity resulting from this contract, whichever occurs first. The DM Contractor is responsible for including this restriction in all subcontracts issued under this contract.

D.1.11. PERIOD OF PERFORMANCE AND PLACE 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.

The places of performance shall be in the Indo-Pacific Region and at the DM Contractor's facility.

D.2. ATTACHMENTS

The following Attachments form part of this Performance Work Statement and are incorporated herein by reference. The DM Contractor shall apply all standard USTDA defined terms consistently across all Attachments. See PWS Section D.1.3 (Key Defined Terms). Throughout these Attachments, "DM Contractor" refers to the firm performing this Definitional Mission contract. "Contractor" refers to the U.S. firm that will implement a USTDA grant-funded Activity.

Attachment Title

I	Project Report Outline: Business Confidential Analysis and Recommendation
II	RFP Annex Outline for Competed Grant Activities
III	Impact on U.S. Labor Statement
IV	USTDA Nationality, Source and Origin Requirements
V	Required Budget Format
VI	Task Completion Schedule
VII	Budget Narrative Requirements
VIII	Infrastructure Risk Screening Guidance
IX	U.S. Companies Contacted — Contact Log Format

Attachment I

Project Report Outline: Business Confidential Analysis and Recommendation

Project Reports shall be organized according to the following outline. The DM Contractor shall address each section as applicable to the specific Project and Activity under evaluation. Sections may be adjusted in scope and emphasis based on COR guidance and the nature of the proposal, but all sections shall be present unless the COR agrees otherwise in writing.

A. Executive Summary (*approximately 2 pages*)

A concise summary of the DM Contractor's findings and recommendation, including:

- Brief description of the Project and proposed Activity, including Activity type (*e.g.*, feasibility study, technical assistance, pilot project)
- Estimated total Project implementation cost (capex and opex) and estimated U.S. export potential value
- Proposed Activity budget (grant request amount)
- Summary of alignment with USG priorities and initiatives (see PWS Section D.1.5.3)
- Clear funding recommendation, whether USTDA should or should not fund the proposed Activity, with supporting rationale

B. Market and Sector Background

Relevant background on the country, market, sector, and technology context for the proposed Project, including as applicable:

- Economic and development conditions in the host country relevant to the Project
- Digital infrastructure market context, connectivity levels, and usage rates
- Significant events, policy developments, or market conditions driving the Project
- National and local policies, strategies, and regulatory frameworks relevant to the Project
- Relevant sector trends and emerging technologies that may influence Project development and implementation
- Other ongoing foreign government, multilateral, or donor programs relevant to the Project and proposed Activity

C. Project and Activity Description

A concise description of the scope and nature of the proposed Project and Activity. The DM Contractor shall engage meaningfully with Project Sponsors and other relevant contacts to determine how USTDA's funding can be used most effectively. This section shall address:

The Project:

- What is the Project and why does it matter?
- What benefits does it provide to the Project Sponsor, host country, and end-users?
- How does it advance the Project Sponsor's and host country's objectives or strategic plans?

- What is the Project's location, technical approach, infrastructure requirements, and legal and regulatory context?
- What are the key economic fundamentals, including the business model, estimated capital cost, operating costs, and expected revenues?
- What is the anticipated implementation schedule and any phasing of the Project?
- What is distinctive or innovative about the proposed technology or approach?
- Is the proposed U.S. solution technically viable and commercially available? If viability is uncertain, the DM Contractor shall consult USTDA program staff before providing a recommendation.

The Activity:

- What will the USTDA-funded Activity do and how does it advance the Project toward bankability and implementation?
- What is the Contractor delivering, and what is the anticipated timeline for delivery?
- What is the value-added of USTDA's support for this Activity?

D. Project Sponsor Capabilities and Commitment

An assessment of the Project Sponsor's commitment and capabilities to undertake the Activity and implement the subsequent Project, addressing:

- Organizational structure, staffing, capabilities, operations, financial standing, and decision-making authority with respect to the Project
- Prior experience in the sector and relevant track record
- Commitment to the Project and collaboration with USTDA, including responsiveness and engagement to date
- Any potential risks associated with the Project Sponsor that could affect Activity or Project implementation

E. Implementation Financing

A description of the Project Sponsor's plans to secure implementation financing, addressing:

- Overall Project implementation cost estimate (capex and opex)
- For projects involving equity investment, the proposed debt-equity structure relative to prospective lender requirements
- Financing options under consideration and the most likely source(s) of implementation financing

The DM Contractor shall contact relevant financing institutions — including multilateral lending institutions (e.g., Asian Development Bank, World Bank Group, International Finance Corporation), the Export-Import Bank of the United States ("Ex-Im Bank"), the U.S. International Development Finance Corporation ("DFC"), and private and commercial sources — to confirm that the Project Sponsor has adequately explored financing options. Contact names and summaries of discussions shall be included.

The DM Contractor shall ensure the TOR is designed to fulfill the requirements of the most likely financing source(s). The following financing structure summary table shall be completed:

Amount (\$)	Entity	Funding Type	Narrative (e.g., nature of the commitment)
<i>\$200M</i>	<i>World Bank</i>	<i>Debt</i>	<i>\$200 million loan package provided to Grantee</i>
<i>\$10M</i>	<i>High net worth individuals</i>	<i>Equity</i>	<i>Verbal commitments</i>
<i>\$5M</i>	<i>Project Sponsor</i>	<i>Balance Sheet</i>	<i>Verbal commitment</i>
<i>\$8M</i>	<i>Government of X Country</i>	<i>Government Budget</i>	<i>The Government of X Country has allocated \$X in its annual budget for airport improvements, which would include ...</i>

F. U.S. Export Potential and Foreign Competition

Export Potential Estimate

A best estimate of potential U.S. goods and services procurement for Project implementation, supported by a breakdown by category and dollar value. The DM Contractor shall cross-check estimates against independent sources including USTDA program staff and evaluations data, the U.S. Department of Commerce International Trade Administration, relevant industry and trade associations, and outreach with U.S. suppliers in the sector.

The following table shall be completed for all major Project capital components:

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

Procurement Policy and Process

A description of how procurements are typically conducted in the sector, by the Project Sponsor, and in the host country, including any local content requirements, procurement restrictions, import licensing requirements, or involvement of local distributors.

U.S. Industry Participation and Feedback

A summary of outreach to relevant U.S. companies, including their level of interest in the specific Project, an analysis of the competitiveness of U.S. goods and services at the implementation stage, and identification of U.S. companies already active with the Project Sponsor or in the relevant sector and market. A complete list of U.S. companies and other entities contacted shall be included and added to the DM Tracker.

Foreign Competition

A discussion of foreign competition for goods and services to be procured for Project implementation, organized by category, including an assessment of U.S. industry competitiveness in each major category and, where relevant, how the Activity would help overcome market entry barriers.

G. Evaluation Strategy

This section describes the framework by which the Project, if implemented, should be evaluated by USTDA over time. The purpose is to establish baseline goals and objectives and identify the practical monitoring and information collection approach so that actual implementation results can be tracked and assessed. The DM Contractor shall address the following in narrative format.

Goals and Objectives

The DM Contractor shall clearly define the goals of the Project and what will constitute success, including realization of U.S. exports and development benefits. The DM Contractor shall identify key information sources needed to determine whether USTDA's Activity attained its objectives, and propose potential evaluation methods and metrics specific to the Project.

Project Timeline

The DM Contractor shall describe the step-by-step process the Project will follow to reach implementation following USTDA's funding, including:

- Anticipated development and implementation milestones following the USTDA-funded Activity
- Whether a local provider or distributor will be involved
- Whether there will be single or multiple procurements, and what entities will be involved
- If the Project will be implemented in phases, a chart or timeline clearly identifying each phase, its duration, and key milestones

Monitoring and Evaluation Strategy

The DM Contractor shall describe the practical approach to monitoring Project progress and evaluating outcomes following the Activity, including:

- Key Project decision makers and stakeholders whose ongoing engagement is important to monitor (e.g., the Project Sponsor/Grantee, Contractor, concessionaires, financing institutions, regulators, the U.S. Embassy, and any other project-specific stakeholders), and the recommended approach for USTDA to collect information and maintain contact with each
- Recommended data collection strategy, including what information should be collected, from whom, through what means, and at what intervals

Where relevant, the DM Contractor shall also address:

- Outcome attribution considerations, including any overlapping or related activities that may affect the same Project and how their influence should be accounted for in evaluating USTDA's impact
- Any unusual circumstances relevant to evaluation, such as cooperation programs with allied partners, ongoing donor activities, or testimonial evidence that may supplement quantitative data
- Evaluation timing considerations, including when post-Activity evaluations should begin and any Project milestones that should trigger an evaluation touchpoint
- Any other key considerations not addressed elsewhere in the Project Report that could affect procurements, outcome measurement, or USTDA's ability to document results

Note: The contact log (Attachment IX) is a required component of all Project Reports and shall be maintained and updated throughout the DM. Regional teams will maintain contact with Project stakeholders and inform them of their responsibilities under USTDA grant agreements.

H. Risk Overview and Mitigation Strategy

Working in emerging markets entails confronting country and project-level risks and uncertainty. This section shall highlight the key and uncommon risks associated with the proposed Activity and Project. The DM Contractor shall focus on risks that are material, distinctive to this specific Project and context, and relevant to USTDA's funding decision. Common or low-significance risks need not be listed.

The DM Contractor shall complete the following table for each key risk identified, drawing on but not limited to the risk categories below:

- Material due diligence concerns (e.g., ownership disputes, legal encumbrances, unresolved compliance issues)
- Reputational risk (e.g., concerns about the Project Sponsor, associated parties, or sector context)
- Financing risk (e.g., foreign exchange exposure, revenue risk, equity risk, tolling agreement viability, debt serviceability)
- Environmental and social risk (e.g., resettlement considerations, community impacts, environmental liabilities)
- Country risk (e.g., political instability, security concerns, macroeconomic conditions, sanctions exposure)

- Regulatory risk (e.g., pending legislation, licensing uncertainty, tariff or tax changes affecting commercial viability)
- Risks to information collection and outcome documentation (e.g., data availability, monitoring access, grantee capacity)
- Procurement or export potential risk (e.g., local content requirements, trade agreement restrictions, non-trusted vendor incumbency)
- Activity or compliance risks (e.g., unusual contractual obligations, USTDA policy compliance challenges, third-party dependencies)

Type and Risk Description	Mitigating Factors
Example — Country Risk: Elections are scheduled in the host country within the contract period, which may affect ministry personnel and procurement decision-making associated with the Project.	The TOR includes language requiring documented buy-in at multiple levels of the relevant Ministry to ensure commitment is maintained despite potential personnel changes.
Example — Regulatory Risk: The host country is implementing a revised tax code that could affect the Project's commercial viability and financing structure.	The TOR includes a task to assess the implications of the new tax framework on the Project's financing model and recommend adjustments to the proposed implementation approach.
Risk X —	
Risk Y —	

The DM Contractor shall identify specific Activity-level mitigants where relevant, such as TOR design elements, milestone-based payment structures, periodic check-ins, or performance and completion guarantees that can reduce implementation risk. If key risks cannot be mitigated, the DM Contractor shall explain what factors support the likelihood of successful Activity and Project implementation despite those risks, or recommend against funding.

I. Infrastructure Risk Screening

The DM Contractor shall conduct an Infrastructure Risk Screening in accordance with Attachment VIII and document the following:

- Assessment of environment-related and geophysical risks to the Project as low, moderate, or high, with detailed explanation
- Determination of whether (1) an in-depth resilience analysis is recommended; (2) an in-depth analysis is not warranted, with rationale; or (3) the risks are sufficiently severe to recommend the Project not move forward as planned
- Where in-depth analysis is recommended, proposed TOR language for the Contractor to conduct such analysis as part of the Activity

J. Developmental Impact

The DM Contractor shall coordinate with the COR to confirm at least one viable and quantifiable Development Impact Measure for each Project. For each identified measure, the DM Contractor shall provide:

- Current status (Baseline) prior to USTDA's Activity and Project implementation
- Anticipated outcomes should the Project be implemented based on the Activity's recommendations
- Anticipated timeline for realization of these outcomes
- How outcomes can be measured and what sources can be used to verify whether the outcome was achieved

K. Environmental and Social Impact

The DM Contractor shall assess the likely environmental and social consequences of the proposed Project and ensure the TOR includes at minimum a Preliminary Environmental and Social Impact Assessment ("PESIA"), with reference to host country requirements and the standards of potential financing sources (*e.g.*, IFC Performance Standards, World Bank Environmental and Social Framework, Equator Principles). The DM Contractor shall identify potential negative impacts, discuss the extent to which they can be mitigated, and outline steps for a full Environmental and Social Impact Assessment ("ESIA") if and when the Project moves to implementation.

L. Impact on U.S. Labor

The DM Contractor shall assess the impact of the Project on U.S. labor, addressing the legislative prohibitions on the use of Foreign Assistance funds described in Attachment III and any implications such prohibitions may have on the Activity and/or Project.

M. Contractor Qualifications

For sole-source proposals, the DM Contractor shall review the capabilities of the U.S. firm submitting the proposal and assess the qualifications of the proposed personnel. For competed activities, the DM Contractor shall identify key positions, skills, knowledge, and abilities required to perform the Activity and develop evaluation factors to guide the Project Sponsor's Contractor selection process.

N. Justification

The DM Contractor shall explain why USTDA's grant funding is needed, addressing how the Project supports U.S. government policy priorities and USG initiatives, how USTDA's participation adds value to the Project's development, and how success will be measured in terms of trade capacity and development impact.

O. Recommendations

The DM Contractor shall provide a clear analysis and recommendation on whether the Project meets USTDA's funding criteria as defined in PWS Section D.1.4. If the recommendation is to fund the Activity with conditions, in phases, or only upon resolution of outstanding issues, those conditions, phases, or issues shall be clearly delineated. If the recommendation is not to fund the Activity, the DM Contractor shall clearly explain the basis for that conclusion.

P. Contacts

A list of all individuals and organizations contacted during the DM, including address, telephone, and email for each contact, in the format specified in Attachment IX. All contacts shall also be included in the DM Tracker.

Q. Terms of Reference

The DM Contractor shall develop and submit a TOR and budget for each Activity using the most recent Grant Agreement and TOR template provided by the COR, working iteratively with the Project Sponsor and, for sole-source activities, the identified Contractor. The DM Contractor shall take a proactive role in improving TOR quality, consistency, and clarity and shall recommend alternative or innovative approaches where relevant to achieve the Project and Project Sponsor's objectives in line with industry and international best practices.

The TOR shall be submitted as a separate Microsoft Word document using Times New Roman 12-point font. For competed activities the DM Contractor is responsible for developing the TOR. For sole-source activities the DM Contractor shall coordinate TOR development iteratively with the identified U.S. industry partner and Project Sponsor. The TOR must be approved by the Project Sponsor and, for sole-source activities, by the Contractor.

The TOR shall include at minimum the following:

- **Purpose and Objectives.** A concise statement describing the Project and the objectives of the Activity.
- **Task: Technical Assessment.** Background and analysis pertinent to the technical feasibility of the Project, including site selection, gap analysis, data collection, comparative analysis, parameters for pilot project implementation, baseline indicators, key performance indicators, review of prior studies, and assessment of proposed technologies.
- **Task: Economic Analysis.** A detailed analysis of all costs associated with Project implementation, including cash flow analysis, market conditions, supply and off-take agreements, alternatives analysis, and internal rate of return analysis under varying assumptions. This task shall also include a Life Cycle Cost Analysis ("LCCA") examining initial capital costs and medium- and long-term operating costs including warranties, maintenance, refurbishment, and disposal.
- **Task: Financing Plan.** Analysis of financing types available for Project implementation; assessment of interest from public and private financing organizations; a financing strategy with multiple approaches; an ROI sensitivity analysis; identification of the most effective financing sources; and a risk avoidance and reduction plan addressing requirements of potential financing sources. The TOR must be designed to meet the requirements of the most likely financing source(s). Reference resources: www.dfc.gov, www.exim.gov, www.ifc.org, www.adb.org, www.ebrd.com, www.iadb.org, www.afdb.org.
- **Task: Preliminary Environmental and Social Impact Assessment (PESIA).** A preliminary review of the Project's anticipated environmental and social impact, with

reference to host country requirements and the standards of potential financing sources, identifying potential negative impacts and recommending specific mitigation actions, and outlining steps for a full ESIA. Where the Infrastructure Risk Screening (see Section H above and Attachment VIII) indicates the need for in-depth resilience analysis, the Contractor shall conduct such analysis as part of this task.

- **Task: Regulatory and Legal Framework Review.** A discussion of the regulatory structure applicable to the Project, including an assessment of applicable regulations, permitting and licensing requirements, construction approvals, foreign participation regulations, and any pending regulatory actions that may impede implementation.
- **Task: Development Impact Analysis.** A detailed assessment of anticipated host country development impacts, incorporating baseline information and providing quantitative and qualitative assessments for each development impact indicator approved by USTDA, including the anticipated timeline for realization and how outcomes can be measured and verified.
- **Task: U.S. Sources of Supply.** An assessment of U.S. sources of supply for all goods and services required to implement the Project, including possible U.S. suppliers, descriptions of relevant products and services, and contact information. The Contractor shall engage potential U.S. suppliers, assess their interest, identify any challenges, and inform the Project Sponsor of supplier interest. For competed projects the Contractor shall prepare a Project announcement for distribution to relevant U.S. firms.
- **Task: Implementation Plan.** A detailed plan for all work required after the Activity's conclusion to implement the Project, with a corresponding timeline. This plan shall address gaps and inefficiencies identified during the Activity, provide the Project Sponsor with options and cost-benefit analysis for addressing each gap, and include Key Performance Indicators, baselines, annual targets, regulatory compliance strategy, and financing readiness. The implementation plan shall be of sufficient scope and detail for presentation to potential financing sources.
- **Task: Final Report.** A comprehensive final report of all work performed under the TOR, organized by task, including all deliverables provided to the Project Sponsor and an Executive Summary, prepared in accordance with Grant Agreement requirements.

R. Activity Budget

The DM Contractor shall prepare a detailed Activity budget consisting of two components: (1) a line-item budget and task breakdown in the format specified in Attachment V, and (2) a Task Completion Schedule in the format specified in Attachment VI. For sole-source proposals, the DM Contractor shall prepare this budget as an Independent Government Cost Estimate ("IGCE") without reference to the U.S. firm's proposed budget.

All costs shall be reasonable, allocable to the work being performed, and cover the full scope of the TOR. The budget shall include labor costs by position and task (no fee or profit may be included), Other Direct Costs ("ODCs") by task, and a budget narrative per Attachment VII. Per diem rates must be based on U.S. Government rates

(https://aoprals.state.gov/web920/per_diem.asp). If requested, the DM Contractor shall provide technical inputs to assist USTDA with negotiations on the final negotiated budget.

Attachment II

RFP Annex Outline for Competed Grant Activities

For Project Reports involving competed grant activities, the DM Contractor shall prepare a redacted version of the approved Project Report (“RFP Annex”) for inclusion in the RFP solicitation package posted on USTDA's website and sam.gov. The purpose of the RFP Annex is to provide relevant background information to prospective U.S. firms considering a bid on the Activity.

The DM Contractor shall clear the RFP Annex with the Project Sponsor to confirm it contains no sensitive or business confidential information and is suitable for public release. The DM Contractor shall redact all individual contact information and include, where appropriate, a list of sources and citations for information contained in the report.

The RFP Annex may include, as determined with the Project Sponsor and COR, the following sections from the Project Report:

- Executive Summary
- Market and Sector Background
- Project and Activity Description
- Project Sponsor Capabilities and Commitment
- Implementation Financing
- U.S. Export Potential and Foreign Competition
- Developmental Impact
- Environmental and Social Impact

Attachment III

Impact on U.S. Labor Statement

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

- (a) any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States;
- (b) assistance for any program, project, or activity that contributes to the violation of internationally recognized workers' rights, as defined in section 507(4) of the Trade Act of 1974, of workers in the recipient country, including any designated zone or area in that country; Provided, That the application of section 507(4)(D) and (E) of such Act should be commensurate with the level of development of the recipient country and sector, and shall not preclude assistance for the informal sector in such country, micro and small-scale enterprise, and smallholder agriculture;
- (c) any assistance to an entity outside the United States if such assistance is for the purpose of directly relocating or transferring jobs from the United States to other countries and adversely impacts the labor force in the United States; or
- (d) for the enforcement of any rule, regulation, policy, or guidelines implemented pursuant to the third proviso of subsection 7079(b) of the Consolidated Appropriations Act, 2010; 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 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 provide affordable electricity in IDA-eligible and IDA-blend countries and increase exports of goods and services from the United States or prevent the loss of jobs from the United States.

The DM Contractor shall address these prohibitions and assess their implications for each proposed Activity and Project in the Impact on U.S. Labor section of the Project Report (Attachment I, Section L).

Attachment IV

USTDA Nationality, Source and Origin Requirements

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

Award of contracts and grants under USTDA programs is limited to U.S. firms or U.S. individuals. Contractor and subcontractor employees 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 (50%) 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 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-year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership organized in the U.S., with its principal place of business in the U.S., and more than 50% owned by U.S. citizens and/or permanent residents, qualifies as a "U.S. firm." A nonprofit organization incorporated in the U.S. and managed by a governing body, a majority of whose members are U.S. citizens and/or permanent residents, also qualifies as a "U.S. firm."

The full NSO policy is available under the Document Center on USTDA's website:
<https://www.ustda.gov/ustda-document-center>.

Attachment V

Required Budget Format

The Activity budget shall be submitted in Microsoft Excel using the following format. All budgets must comply with USTDA Nationality, Source and Origin Requirements, including the 30% host country labor maximum. The proposed budget may not include fee or profit on direct labor costs. Per diem rates must be based on U.S. Government rates:

https://aoprals.state.gov/web920/per_diem.asp.

DIRECT LABOR COSTS:

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

OTHER DIRECT COSTS:

<u>Purchased Services/Contracts***</u>	<u>Tasks</u>	<u>TOTAL COST</u>
_____	_____	_____
_____	_____	_____
<u>Travel</u>	<u>Trips</u>	<u>Trip Cost</u>
International Air Travel	_____	_____
In-Country Air Travel	_____	_____
Ground Transportation	_____	_____
	<u>Trip Days</u>	<u>Per Diem Rate</u>
Per Diem	_____	_____
Other (local travel, etc.)	_____	_____
Interpreters	_____	_____
<u>Other</u>		<u>TOTAL COST</u>
Reproduction and Binding		_____
Courier Services		_____
Visa Services		_____
Communication		_____
TOTAL OTHER DIRECT COSTS:		_____
TOTAL COSTS (DIRECT LABOR COSTS + OTHER DIRECT COSTS):		_____
TOTAL U.S. COMPANY COST SHARE (IF APPLICABLE):		_____
USTDA GRANT:		_____

Impact on U.S. Labor Statement

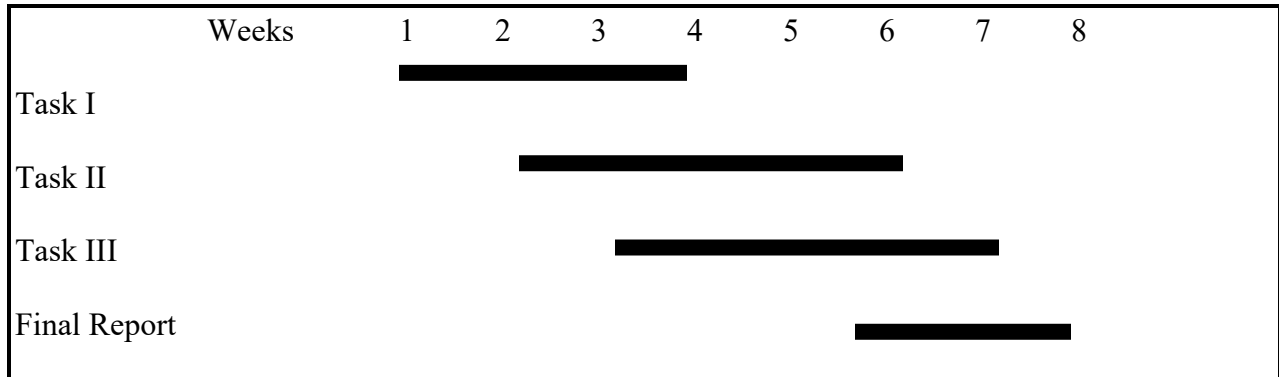
- * Primary Contractor (Employee) Labor Costs = Salary + Overhead + Benefits (no fee or profit if sole source contract)
- ** Non-Employee Labor Cost = Salary + Overhead + Benefits Reasonable Fee or Profit)
- *** Purchased Services/ Contracts may include engineering drawings, lab work, surveys, translation,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

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

Attachment VI

Task Completion Schedule

The Task Completion Schedule shall list each major TOR task and graphically represent its duration as a bar chart, clearly showing the start and end week for each task and the week in which the Final Report is to be completed.



Instructions

Shade or mark the cells corresponding to the active weeks for each task. Task durations should reflect the proposed work plan and align with the labor day allocations in the budget.

Attachment VII

Budget Narrative Requirements

The budget narrative shall provide a detailed explanation and justification for every line item in the Activity budget. Each narrative statement shall describe: (1) what the specific item is; (2) how it directly relates to the Activity and TOR; and (3) how the budgeted amount was arithmetically determined. The narrative must be sufficient to enable USTDA staff to understand both the budgeted amounts and the methodology used to derive them.

Direct Labor — Employee Positions

For each employee position, provide: job title; name of individual (if known); qualifications and experience supporting the proposed daily rate; description of work to be performed under each TOR task; and the mathematical derivation of the loaded daily rate (base salary + fringe benefits + overhead rate). No fee or profit may be included on employee labor.

Example: Digital Infrastructure Specialist — This individual will lead the technical assessment and TOR development for the project. The proposed individual has 12 years of experience in ICT infrastructure project design and management in Southeast Asia. It is estimated that 90 days will be required across Tasks 2 and 3 at a daily rate of \$1,320. The rate was calculated with a base salary of \$750 per day and includes a fringe benefit rate of 28% and an overhead rate of 26%.

Direct Labor — Consultants and Non-Employee Labor

For each consultant or non-employee, provide: job title; name and organizational affiliation (if known); qualifications supporting the proposed daily rate; description of work to be performed; and mathematical derivation of the loaded rate. A small fee or profit may be included for consultants if justified with explanation.

Example: Local Market Analyst (Independent Consultant) — This individual will conduct stakeholder interviews and compile market data on the host country ICT sector for Task 2. The individual has 8 years of experience in digital economy research in the target country. It is estimated that 20 days will be required at a daily rate of \$450. The rate includes a base of \$320 per day, fringe of 25%, and overhead of 15%.

Purchased Services and Subcontracts

For each purchased service or subcontract, provide: a clear description of the work to be performed as it relates to the TOR; a separate detailed budget; and, if the vendor is known, a brief basis for selection.

Example: Translation Services — A certified translation provider will translate the final Activity report into the host country language. It is estimated that 800 pages will require translation at a rate of \$1.20 per page, for a total of \$960.

Travel

For each trip, provide: destination; purpose and relationship to the TOR; and itemized costs including roundtrip airfare (economy class only), per diem at applicable U.S. Government rates, ground transportation, and other trip-specific costs. Each trip should be listed separately.

Example: Kickoff Meeting — One trip to [Host Country Capital] for the Project Manager and Technical Specialist (5 days).

- Roundtrip Airfare (economy): $\$2,400 \times 2 \text{ people} = \$4,800$
- Per Diem ($\$185/\text{day} \times 5 \text{ days} \times 2 \text{ people}$): $\$1,850$
- Ground Transportation ($\$120/\text{day} \times 5 \text{ days} \times 2 \text{ people}$): $\$1,200$
- Total: $\$7,850$

Other Direct Costs

For each remaining cost item (reproduction, visa fees, communications, etc.), provide a clear description of the item, its relevance to the TOR, and the calculation used to derive the amount.

Attachment VIII

Infrastructure Risk Screening Guidance

Overview

In order to assure the quality, financeability, and long-term resilience of Activities that USTDA supports, environment-related and geophysical risks must be considered at the project scoping stage. USTDA aims to improve decision-making by ensuring that USTDA-funded Activities account for environmental and natural hazard risks in a manner consistent with investor requirements. Accordingly, the DM Contractor shall conduct an Infrastructure Risk Screening ("Screening") for each Project evaluated under this contract and document the results in the relevant Project Report (Attachment I, Section H).

What is Infrastructure Risk Screening?

An Infrastructure Risk Screening identifies potential environment-related and geophysical risks, vulnerabilities, and opportunities associated with a proposed Project; determines whether additional in-depth analysis is required; and, where needed, helps scope that analysis. The Screening should be conducted early in project development to influence design and decision-making. It should be high-level and efficient, focused on broadly characterizing current and future risks relevant to the proposed investment.

Elements of an Effective Infrastructure Risk Screening

The Screening shall consider the following, based on available information about the Project and its location:

Environment-related conditions and trends:

- Temperature trends and projected changes
- Precipitation and runoff patterns, including implications for droughts, floods, water availability, and fire risk
- Wind and storm-related threats
- Sea level rise and storm surge, including saline intrusion for coastal or near-coastal projects
- Ocean acidification, for projects with marine linkages
- Any other environmental parameter clearly relevant to the Project

Geophysical hazards:

- Seismic activity and earthquake risk
- Tsunami risk for coastal locations
- Volcanic activity
- Landslide and ground stability risks
- Any other geophysical hazard clearly relevant to the Project

Potential impacts on the Project:

- How identified risks could affect the Project's technical performance, economic viability, useful life, or long-term usability

Note that at the project scoping stage, the Project's specific location and design may not yet be fully defined. The DM Contractor should use available information to conduct the Screening and note any significant uncertainties.

Risk Rating

Based on the Screening, the DM Contractor shall assign a risk rating of Low, Moderate, or High, with a detailed explanation, using the following definitions:

Risk Level	Definition	How to Address in TOR
Low	Negligible environment-related or geophysical risk. No discernible material risks to the Project from environmental change or natural hazards.	Include a TOR section noting potential risks for the Grantee's awareness during Project implementation.
Moderate	Environmental or geophysical risks could adversely affect the Project's technical performance, useful life, or financial performance. Future conditions should be considered in Project design.	Include a TOR section with instructions for further analysis and recommendations for incorporating resilience into Project design and implementation.
High	Environmental and/or geophysical risks pose a significant threat to Project performance, economic viability, or long-term usability.	Either (1) recommend against the Activity if risks cannot be effectively mitigated; or (2) include specific TOR language requiring a thorough risk analysis and mitigation strategy, with recommendations on how to address identified risks.

Incorporating Resilience into the TOR

Where the Screening indicates moderate or high risk, the DM Contractor shall propose TOR language for the Contractor to conduct an in-depth resilience analysis as part of the Activity. This analysis is typically incorporated as a component of the Preliminary Environmental and Social Impact Assessment or as a standalone task, depending on the nature and severity of the risks identified.

Where the Screening indicates the Project should not move forward due to high, unmitigable risk, the DM Contractor shall note this conclusion and provide a detailed explanation in the Project Report.

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

The DM Contractor shall maintain a complete and continuously updated contact log in Microsoft Excel format as a separate tab in the DM Tracker. The contact log shall include all individuals and organizations engaged during the performance of the DM. The Final Report shall include a single consolidated Excel file of all contacts engaged during the full contract period of performance.

The contact log shall capture the following information for each entry:

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

SECTION E: INSTRUCTION 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 Wednesday, July 22, 2026**. Proposals submitted by facsimile or to alternate email addresses will NOT be accepted. Late proposals will be processed in accordance with Federal Acquisition Regulation guidance.

E.2. Questions Relating to This Solicitation:

All questions must be emailed to the POC listed in the solicitation at contractproposals@ustda.gov and tjohnson@ustda.gov no later than **1:00 p.m., Arlington, VA Time Friday, June 26, 2026**. Please reference the Solicitation Number: 1131PL26R0049 and Project Title: Indo-Pacific Digital Infrastructure Project Scoping Services in the SUBJECT LINE of your email.

E.3. Notice Regarding Suspension/Debarment/Ineligibility:

Any contract awarded to a contractor who, at the time of award was suspended, debarred, and ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.

E.4. Inspection and Acceptance:

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

E.5. 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

The technical proposal must adhere to the page limits specified for each section below. The overall document shall be formatted using Times New Roman, 12-point font, with 1-inch margins. Proposals that do not comply with these requirements will be considered non-responsive and will not be evaluated or eligible for award. The Offeror(s) shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis

for evaluation. Offeror(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 (e.g., through links or attachments) to circumvent the page limitation. 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 is encouraged to use specific examples, as applicable, to illustrate technical capabilities as it relates to the Performance Work Statement (PWS), as well as experience developing successful healthcare infrastructure 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.

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 the reference to the solicitation number: 1131PL26R0049. 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 Wednesday, July 22, 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).
- (c) There is no page limitation for the Price Proposal.
- (d) **ALL PRICE NUMBERS SHALL BE ROUNDED UP, (NO CENTS).** There is no page limitation for the Price Proposal.

E.6. Evaluation Factors for Award: FAR 52.212-2, Evaluation, Commercial Items (available at www.farsite.hill.af.mil under FAR), is being used. The Government will evaluate offers for award purposes by adding the total price for all 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. **All evaluation factors, other than cost/price, when combined, are significantly more important than cost/price.** As technical merit of the proposals becomes more equal, cost/price may become a determining factor.

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

- a) **Subfactor 1: Technical Approach.** USTDA will evaluate the firm’s technical approach, including, without limitation, products and methods, to assess the degree of understanding of the work and feasibility of the solution proposed to complete each of the requirements of this solicitation. 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) **Sub-Factor 2: Technical Expertise.** USTDA will evaluate the offeror’s qualifications and experience necessary to provide the services required in this solicitation. Demonstrated technical qualifications and professional experience performing activities of relevant similar scope and complexity to the requirement (experience in emerging markets and quality of proposed technical expert(s)) as it relates to the Performance Work Statement (PWS).

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

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

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

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

E.7. 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.7.1. Technical Evaluation Approach: The proposal will be evaluated to determine:

- a) The extent to which it demonstrates a clear understanding of requirements presented in the solicitation.
- b) The Offeror is encouraged to use specific examples to illustrate technical capabilities as it relates to the PWS.
- c) Specifically, the respondent shall demonstrate the relevant technical and professional expertise listed in D.1.5. Project Profile
- d) The extent to which the proposed approach is workable and the end results achievable.
- e) The level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.
- f) Whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation.

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

Table 1. Technical Ratings	
Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

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

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

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

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

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

Table 2. Past Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

E.7.3. Best Value Award Determination

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

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

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