

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

COAL BED METHANE RECOVERY AND UTILIZATION PROJECT IN TURKEY

Submission Deadline: **4:00 PM**
LOCAL TIME
FEBRUARY 7, 2012

Submission Place: HEMA DOGAL ENERJİ KAYNAKLARI A.S.
Yalcin Umurtak
Project Manager
Buyukdere Caddesi
Ucyol Mevkii No: 53
Maslak/Sisli/Istanbul
Republic of Turkey

Phone: +90 (533) 692-1033
Fax: +90 212 286 6562

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

**N.B.: Any and all questions pertaining to the RFP should be sent to Rob Yavuz, USTDA,
1000 Wilson Blvd, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357,
Fax: (703) 875-4009, ryavuz@ustda.gov**

REQUEST FOR PROPOSALS

SECTION 1: INTRODUCTION	4
1.1 BACKGROUND SUMMARY.....	4
1.2 OBJECTIVE	5
1.3 PROPOSALS TO BE SUBMITTED	5
1.4 CONTRACT FUNDED BY USTDA.....	5
SECTION 2: INSTRUCTIONS TO OFFERORS	6
2.1 PROJECT TITLE.....	6
2.2 DEFINITIONS.....	6
2.3 EXAMINATION OF DOCUMENTS	6
2.4 PROJECT FUNDING SOURCE.....	6
2.5 RESPONSIBILITY FOR COSTS	6
2.6 TAXES.....	7
2.7 CONFIDENTIALITY.....	7
2.8 ECONOMY OF PROPOSALS	7
2.9 OFFEROR CERTIFICATIONS	7
2.10 CONDITIONS REQUIRED FOR PARTICIPATION.....	7
2.11 LANGUAGE OF PROPOSAL.....	7
2.12 PROPOSAL SUBMISSION REQUIREMENTS	8
2.13 PACKAGING.....	8
2.14 OFFEROR'S AUTHORIZED NEGOTIATOR	8
2.15 AUTHORIZED SIGNATURE	9
2.16 EFFECTIVE PERIOD OF PROPOSAL	9
2.17 EXCEPTIONS	9
2.18 OFFEROR QUALIFICATIONS	9
2.19 RIGHT TO REJECT PROPOSALS	9
2.20 PRIME CONTRACTOR RESPONSIBILITY	9
2.21 AWARD	9
2.22 COMPLETE SERVICES	10
2.23 INVOICING AND PAYMENT	10
SECTION 3: PROPOSAL FORMAT AND CONTENT	11
3.1 EXECUTIVE SUMMARY	11
3.2 U.S. FIRM INFORMATION.....	11
3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL	12
3.4 TECHNICAL APPROACH AND WORK PLAN	12
3.5 EXPERIENCE AND QUALIFICATIONS	12
SECTION 4: AWARD CRITERIA	14

ANNEX 1	FEDBIZOPPS ANNOUNCEMENT
ANNEX 2	USTDA NATIONALITY REQUIREMENTS
ANNEX 3	USTDA GRANT AGREEMENT, INCLUDING MANDATORY CONTRACT CLAUSES
ANNEX 4	TERMS OF REFERENCE (FROM USTDA GRANT AGREEMENT)
ANNEX 5	U.S. FIRM INFORMATION FORM

Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$449,960 to HEMA DOGAL ENERJİ KAYNAKLARI A.S. (the “Grantee”) in accordance with a grant agreement dated December 5, 2011 (the “Grant Agreement”). This grant will support a Feasibility Study (the “Study”) that will evaluate the technical, financial, environmental, and other critical aspects of a combined coal bed methane (CBM) extraction and power generation project at the Grantee’s coalfield. The primary objective of the Study is to provide the Grantee with recommendations for an optimum combined gas extraction and power generation project and a financing plan to implement the project. The Study will involve various aspects for the development of CBM, including drilling and extraction, gas processing and compression requirements, on-site power generation using a combined cycle gas turbine technology, and related infrastructure requirements for piping the gas and selling the electricity to the Turkish Grid. The Grant Agreement is attached at Annex 3 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

Turkey’s power consumption is currently at a rate of intensity that is more than twice that of the European Union average. In order to meet rising demand and reduce the country’s energy security risk, the Government of Turkey is seeking to diversify its supply of energy. Turkey’s current energy mix is heavily dependent on imported oil and natural gas. The demand for natural gas demand has grown ten-fold since 1990, and this rapid increase has increased Turkey’s energy security risk, especially since 98 percent is imported from neighboring countries. Together, Turkey’s high energy intensity and growing dependence on natural gas make steps toward resource diversification and heightened energy efficiency high-priority domestic policy goals.

Coalbed methane recovery and utilization presents an opportunity for Turkey to lessen its dependence on imported gas, while also providing an alternative means to produce cleaner energy from coal. Through a competitive international bidding process in 2005, the Grantee was awarded a coal mining and coalbed methane (CBM) exploration concession by the government-owned Turkish Hard Coal Enterprises (TTK). The concession area of the Grantee is 6,890 square kilometers. The concession documents state the dual rights of the Grantee to (i) coal mining and sales to the Turkish market and (ii) CBM production and sales to the Turkish natural gas grid, while also reserving the right to use part or all of the CBM to power a gas-fired power plant to be built in the area.

The Grantee is developing several projects aimed at the extraction of CBM and its conversion into energy including electric power. The firm set up a CBM Project Group at its Amasra location and started developing the proposed CBM Project in 2007. Many of the initial tasks of the project have been completed, and the Grantee has already invested more than \$12 million in drilling CBM wells to ensure that there is substantial resource of CBM. Initial results from these activities indicate that the gas level is sufficient for CBM extraction and utilization for a power plant using one gas turbine-generator. Accordingly, the Grantee is interested in an independently prepared feasibility study evaluating the CBM extraction potential, designs for the power plant,

and a sound economic and financial analysis that the firm can use for implementation financing and technology selection. The Study will involve various aspects for the development of CBM, including drilling and extraction, gas processing and compression requirements, on-site power generation using a combined cycle gas turbine technology, and related infrastructure requirements for piping the gas and selling the electricity to the Turkish Grid.

The Grantee is a private Turkish corporation established in 1973 and is part of a group of nine companies under the Hattat Holding, Inc. The Grantee has the staff and technical capacity to manage the CBM project along with its coal mining operations over the long term. Although CBM extraction is a relatively new concept in Turkey, the Grantee, deriving from its technical knowledge and experience of natural gas exploration, is well-equipped to implement the project.

1.2 OBJECTIVE

The objective of this Study is to provide the Grantee with recommendations for an optimum combined gas extraction and power generation project and a financing plan to implement the project. The Study will involve various aspects for the development of CBM, including drilling and extraction, gas processing and compression requirements, on-site power generation using a combined cycle gas turbine technology, and related infrastructure requirements for piping the gas and selling the electricity to the Turkish Grid.

The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 4.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$449,960. **The USTDA grant of US\$449,960 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$449,960 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 2 and 3, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Coal Bed Methane Recovery and Utilization Feasibility Study in Turkey.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.4 PROJECT Funding Source

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$449,960.

2.5 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.6 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.7 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.8 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.9 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.10 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 2.

2.11 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.12 PROPOSAL SUBMISSION REQUIREMENTS

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

HEMA DOGAL ENERJİ KAYNAKLARI A.S.
Yalcin Umurtak
Project Manager
Buyukdere Caddesi
Ucyol Mevkii No: 53
Maslak/Sisli/Istanbul
Republic of Turkey

Phone: +90 (533) 692-1033
Fax: +90 212 286 6562

An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 PM, LOCAL TIME, on FEBRUARY 7, 2012.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.13 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including the name of the project and designation of "original" or "copy number x." The original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled, including the contact name and the name of the project.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.14 OFFEROR'S AUTHORIZED NEGOTIATOR

The Offeror must provide the name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

2.15 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for NINETY (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

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

2.18 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

2.19 RIGHT TO REJECT PROPOSALS

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

2.20 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 2. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.21 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.23 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 3.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$449,960, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Firm Background Information,
- Completed U.S. Firm Information Form,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 U.S. FIRM INFORMATION

A U.S. Firm Information Form in .pdf fillable format is attached at the end of this RFP in Annex 5. The Offeror must complete the U.S. Firm Information Form and include the completed U.S. Firm Information Form with its proposal.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

Project name,
Name and address of client (indicate if joint venture),
Client contact person (name/ position/ current phone and fax numbers),
Period of Contract,
Description of services provided,
Dollar amount of Contract, and
Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Feasibility Study as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

1. Technical Approach and Work Plan (30% weighting).

Contractors must provide a Technical Approach and Work Plan, and within this document, describe how they will approach and conduct the assignment. As part of the Technical Approach and Work Plan, the Contracting Team must commit to work on the project as per the tasks, schedule, personnel and deliverables and related items as outlined in the Terms of Reference. They must provide written and signed commitments by each team member regarding scheduling availability (e.g., linked to specific calendar dates such as "October 1, 2011 forward" or "November 15, 2011 forward"), and commit in writing that they will retain their availability for the complete duration of the project as per the Terms of Reference's schedule. If a Contracting Team has resources or ideas as to how to enhance the Terms of Reference, these resources and/or ideas can be submitted for consideration as an enhancement to the requirements in the Terms of Reference, but may not substitute for any tasks, deliverables or scheduling plans identified in the Terms of Reference.

2. Qualifications (50% weighting) of each of the key personnel, which must be supported with:

- (a) Detailed resumes for each of the individuals; and,
- (b) Supporting project and/or country examples of relevant work activities to the proposed assignment as described in the Terms of Reference and within the section on Contractor Qualifications, and a description of how these project and/or country examples provide evidence of competence and/or expertise as related to the proposed assignment and Contractor Qualifications.

The team of experts required to conduct this Study should include senior U.S. experts that are experienced in and fully familiar with coal bed methane extraction, utilization, and power generation, including combined-cycle power generation. The team should have experience in economics, environmental assessment, engineering and economic and social development. The team should have some international experience, preferably in Turkey. The experts should have demonstrated experience to reflect the criteria as noted for each skill area below. Some skill areas may be combined in the same specialist.

- Prior experience of the contractor in CBM extraction projects and Technologies
- Engineering and cost-related knowledge of all facilities needed for the design and construction of CBM facilities
- At least 15 years of experience in CBM extraction, utilization, and power generation including combined-cycle power generation

- Experience of the proposed personnel in project design, technical assessment, and economic and financial analysis
- Experience of the proposed personnel in structuring project financing approaches
- International experience in similar projects
- Knowledge of U.S. companies as potential partners in implementation

3. *Experience working with government or state-run organizations (20% weighting)*, preferably in Turkey or in countries at the same level as Turkey's economic development.

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

Price will not be a factor in contractor selection.

ANNEX 1

Yalcin Umurtak, Project Manager, HEMA DOGAL ENERJİ KAYNAKLARI A.S., Büyükdere Caddesi, Uçyol Mevkii No: 53, Maslak/Sisli/Istanbul, Republic of Turkey, Phone: +90 (533) 692-1033, Fax: +90 212 286 6562

COAL BED METHANE RECOVERY AND UTILIZATION FEASIBILITY STUDY

POC: Rob Yavuz, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Coal Bed Methane Recovery and Utilization Feasibility Study in Turkey. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study to evaluate the technical, financial, environmental, and other critical aspects of a combined coal bed methane (CBM) extraction and power generation project at the Grantee's coalfield. The primary objective of the Study is to provide the Grantee with recommendations for an optimum combined gas extraction and power generation project and a financing plan to implement the project. The Study will involve various aspects for the development of CBM, including drilling and extraction, gas processing and compression requirements, on-site power generation using a combined cycle gas turbine technology, and related infrastructure requirements for piping the gas and selling the electricity to the Turkish Grid.

Turkey's power consumption is currently at a rate of intensity that is more than twice that of the European Union average. In order to meet rising demand and reduce the country's energy security risk, the Government of Turkey is seeking to diversify its supply of energy. Turkey's current energy mix is heavily dependent on imported oil and natural gas. The demand for natural gas demand has grown ten-fold since 1990, and this rapid increase has increased Turkey's energy security risk, especially since 98 percent is imported from neighboring countries. Together, Turkey's high energy intensity and growing dependence on natural gas make steps toward resource diversification and heightened energy efficiency high-priority domestic policy goals.

Coalbed methane recovery and utilization presents an opportunity for Turkey to lessen its dependence on imported gas, while also providing an alternative means to produce cleaner energy from coal. Through a competitive international bidding process in 2005, the Grantee was awarded a coal mining and coalbed methane (CBM) exploration concession by the government-owned Turkish Hard Coal Enterprises (TTK). The concession area of the Grantee is 6,890 square kilometers. The concession documents state the dual rights of the Grantee to (i) coal mining and sales to the Turkish market and (ii) CBM production and sales to the Turkish natural gas grid, while also reserving the right to use part or all of the CBM to power a gas-fired power plant to be built in the area.

The Grantee is developing several projects aimed at the extraction of CBM and its conversion into energy including electric power. The firm set up a CBM Project Group at its Amasra location and started developing the proposed CBM Project in 2007. Many of the initial tasks of the project have been completed, and the Grantee has already invested more than \$12 million in drilling CBM wells to ensure that there is substantial resource of CBM. Initial results from these activities indicate that the gas level is sufficient for CBM extraction and utilization for a power plant using one gas turbine-generator. Accordingly, the Grantee is interested in an independently prepared feasibility study evaluating the CBM extraction potential, designs for the power plant, and a sound economic and financial analysis that the firm can use for implementation financing and technology selection. The Study will involve various aspects for the development of CBM, including drilling and extraction,

gas processing and compression requirements, on-site power generation using a combined cycle gas turbine technology, and related infrastructure requirements for piping the gas and selling the electricity to the Turkish Grid.

The Grantee is a private Turkish corporation established in 1973 and is part of a group of nine companies under the Hattat Holding, Inc. The Grantee has the staff and technical capacity to manage the CBM project along with its coal mining operations over the long term. Although CBM extraction is a relatively new concept in Turkey, the Grantee, deriving from its technical knowledge and experience of oil and natural gas exploration, is well-equipped to implement the project.

The U.S. firm selected will be paid in U.S. dollars from a US\$449,960 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00 PM, LOCAL TIME, FEBRUARY 7, 2012, at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2



**U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-2131**

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

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

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

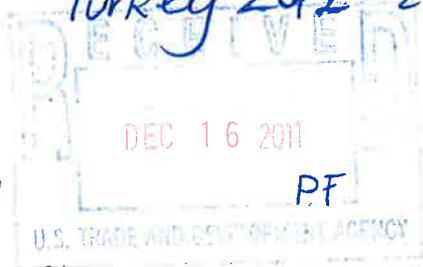
“Source” means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

ANNEX 3

Turkey 2012 - 21004A



GRANT AGREEMENT

LZ
JW

CK KK EB
VF MB KM
PD SU AD
AY

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and HEMA DOGAL ENERJİ KAYNAKLARI A.S. ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$449,960 ("USTDA Grant") to partially fund the cost of goods and services required for a feasibility study ("Study") on the proposed Coal Bed Methane Recovery and Utilization ("Project") in the Republic of Turkey ("Host Country").

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The Terms of Reference for the Study ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support. The Grantee also shall provide an in-kind cost share contribution in the amount of \$53,600 for specialized engineering labor, translation services, and administrative support.

5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the Study. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the Study. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected.

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the Study. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is December 15 2012, is the date by which the parties estimate that the Study will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status or results of the Project, and upon receipt by the Grantee of the Final Report, will designate (by both title and organization) a point of contact for any such inquiries.

14. Implementation Letters

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the Study and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the Study and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Project Manager. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

17. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Yalcin Umurtak
Project Manager
Buyukdere Caddesi
Ucyol Mevkii No: 53
Maslak/Sisli/Istanbul
Phone: +90 (533) 692-1033
Fax: +90 212 286 6562
Email: yalcinumurtak@hattat.com.tr

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA
Phone: (703) 875-4357
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 11/12 1001
Activity No.: 2012-21004A
Reservation No.: 2012029
Grant No.: GH201221029

18. Termination Clause

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

20. U.S. Technology and Equipment

By funding this Study, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

IN WITNESS WHEREOF, the Government of the United States of America and HEMA DOGAL ENERJİ KAYNAKLARI A.S., each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

**For the Government of the
United States of America**

**For HEMA DOGAL ENERJİ
KAYNAKLARI A.S**

By: _____

Date: _____

Dec. 5, 2011

By: _____

Date: _____

Dec 5, 2011

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and HEMA DOĞAL ENERJİ KAYNAKLARI A.Ş. ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Coal Bed Methane Recovery and Utilization project ("Project") in Turkey ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not

bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by

USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA. "

(ii) For contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

(4) Termination

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

- (a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement.

Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

“The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution.”

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is December 15, 1012, is the date by which the parties estimate that the Study will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

L. Business Practices

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.: 11 11/12 1001
Activity No.: 2012-21004A
Reservation No.: 2012029
Grant No.: GH201221029

N. Definitions

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

ANNEX 4

Annex I

Terms of Reference Coal Bed Methane Recovery and Utilization Project In Turkey

HEMA DOGAL ENERJİ KAYNAKLARI A.S. (“Grantee”) has requested funding from the U.S. Trade and Development Agency (“USTDA”) for a feasibility study (“Study”) to evaluate the technical, financial, environmental, and other critical aspects of a combined CBM extraction and power generation project at the Grantee’s coalfield.

The Study shall consider various options for the development of the first-stage CBM project, including: (1) exploration, drilling, and extraction of CBM, (2) gas processing and compression requirements, (3) potential for on-site power generation using combined cycle gas turbine technology and (4) related infrastructure requirements for piping the gas as well as selling the electricity to the Turkish grid. The primary objective of the Study is to provide the Grantee with recommendations for the optimum combined gas extraction and power generation project and a financing plan for implementing the project. Another objective of the Study is to improve the Grantee’s capacity in the area of CBM extraction technologies and power generation planning.

The selected Contractor shall conduct the following tasks as part of the feasibility study.

Task 1: Project Inception and Work Plan Finalization

The Contractor shall conduct a kickoff meeting with the Grantee at the Grantee’s facilities. During the kickoff meeting, the Contractor shall present a Draft Work Plan for completing the requirements of the feasibility study. The Draft Work Plan shall include the following:

- Role and responsibilities of all project personnel by task
- Degree of in-country and home office work including the number and duration of travel to Turkey by the Contractor’s personnel
- A detailed schedule of completion of all task activities and timely delivery of all products required under the Terms of Reference
- A list of data and information requirements and a time line for the Grantee to provide such data and information to facilitate work under various tasks
- A schedule of site visits needed for on-site inspections and data collection

In addition to discussions on various elements of the Work Plan, the Grantee and Contractor personnel shall visit the project site and hold discussions with key project personnel on current activities. The Grantee shall also arrange meetings for the Contractor’s personnel with key Government agencies that would have involvement in the project including Government ministries, utilities, and potential buyers of CBM produced by the Grantee.

Based on discussions and site visits, the Contractor shall revise, as necessary, the Draft Work Plan in the field and present the Final Work Plan to the Grantee for concurrence and approval. The Final Work Plan must provide that the Contractor shall fully perform all work provided for by these Terms of Reference.

Task 1 Deliverable:

The Contractor shall submit to the Grantee an Inception Report within one week after returning from the field mission in Turkey. The Inception Report shall cover all work performed in preparation for the visit to Turkey and issues that will be discussed during the following site visits together with other team members. In addition, the Inception Report shall include the Final Work Plan for the Study.

Task 2: Technical Assessments

Subtask 2.1: Data and Information Collection and Definition of the Project:

The Contractor shall visit the Project site and review all relevant information and data accumulated by the Grantee on the CBM Project. Specifically, the Contractor's personnel shall collect and analyze the following data and information:

- All milestones reached by the Grantee to date and the investments completed and/or pending that may impact the final implementation schedule and overall Project cost
- Technology and equipment used onsite by the Grantee for CBM measurements and well monitoring
- Characteristics of the site selected by Grantee for future CBM and fracture wells and for the proposed first-stage gas extraction project
- Accessibility of the site to gas pipelines and the power grid for sale of gas and power to various buyers

Based on the site data and prior assessments carried out by the Grantee including the recent assessments made by Aloe Resources Group commissioned by the Grantee, the Contractor shall develop realistic estimate of the total CBM that could be extracted over the next 5-7 years.

Subtask 2.1 Deliverable

As part of Subtask 2.1, the Contractor shall prepare and submit a project status report to the Grantee including the definition of the first-stage gas extraction project. The project definition shall include the total amount of CBM per year that could be realistically extracted over the next 20 years, the anticipated life-time of any gas-based power generation facility.

Subtask 2.2: Technical Assessments of Project Components

The Contractor shall next conduct a technical analysis of the two scenarios for the utilization of the extracted CBM. Scenario 1 shall be the sale of all CBM extracted at the site to the Turkish natural gas grid and Scenario 2 shall be on-site utilization of all extracted CBM for power generation utilizing combined cycle gas turbine technology and the sale of power to the national power grid.

For each of the two scenarios, the Contractor shall develop a list of complete requirements for equipment and services. For scenario 1, the Contractor shall develop the specifications for the following requirements:

- Gas extraction and conversion equipment
- Gas compression equipment
- Gas transmission and connection to pipeline including related equipment such as pumps, motors, pressure monitoring and control systems and other systems
- Any other equipment needed for completing the requirements of selling the gas to the natural gas grid (including distance to pipeline and any secondary piping requirements to get the gas to the pipeline interconnection point)
- Engineering, project management, safety, environmental, and other requirements

For Scenario 2, the Contractor shall develop requirements and specifications for all equipment and services needed for the utilization of the extracted CBM for on-site power generation and sale to the Turkish power grid. Specifically, the Contractor shall develop and specify the following requirements:

- Gas turbine and related equipment
- Power generator
- Grid connection equipment
- Instrumentation and control systems and equipment
- Engineering, project management, safety, environmental, and other requirements
- Other related systems and equipment

In defining the technical requirements for the two scenarios, the Contractor shall ensure that all equipment and services are fully defined, including specifications, where applicable.

Task 2 Deliverable:

The Contractor shall submit a detailed report summarizing the technical assessment of the entire project including the two scenarios discussed in this Task 2. Specifically, the report shall include a complete description of all technical requirements, sizes, and specifications for the two scenarios

Task 3: Project Costs and Investment Requirements

Based on the output of Task 2, the Contractor shall develop cost estimates and investment requirements for the two scenarios defined in Task 2. The Contractor shall forecast the cost estimates and investment requirements over the entire life cycle of each scenario, at a minimum including: engineering and design; required equipment, technologies, and systems; construction; and operation and maintenance. For capital cost estimation, the Contractor shall utilize first order industry and suppliers' quotes and document all sources. For operation and maintenance costs of the two scenarios, the Contractor shall obtain estimates from other similar projects in operation in the United States and customize the costs to the specific factors in Turkey.

Task 3 Deliverable:

The Contractor shall provide the Grantee with cost estimates and investment requirements for the two scenarios in a Progress Report.

Task 4: Economic and Financial Analyses of the Two Scenarios

For each of the two scenarios defined in Task 2, the Contractor shall conduct an economic and financial analysis. The economic and financial analyses shall be based on the cost estimates and investment requirements developed pursuant to Task 4, including any costs associated with environmental remediation. The economic and financial analyses shall be conducted on a life cycle cost basis and shall include the level of detail typically required by multilateral lending agencies (such as the World Bank and the European Bank for Reconstruction and Development). The Contractor shall estimate revenues from the sale of the gas in scenario 1 and the sale of electricity in scenario 2 from the proposed project at various wholesale prices consistent with the gas and electricity tariff schedules approved by the regulators in Turkey.

The Contractor shall calculate the economic internal rate of return (“EIRR”) and the financial internal rate of return (“FIRR”) for the two scenarios under different assumptions for key variables that affect the EIRR and FIRR, such as capital costs, depreciation schedules, applicable tax structures, and customs tariffs. The Contractor shall conduct sensitivity analyses of the EIRR and FIRR based on different assumptions for revenues from gas prices and electricity tariffs.

The Contractor shall develop a financial model of the project, considering alternative methods and sources of financing, including concessionary financing, equity and debt financing from commercial sources, and blended financing (grant and loans). The financial model will be a tool for defining the terms and conditions of financing and testing the sensitivity of the project in responding to market volatility. Using a reasonable debt-to-equity ratio, the Contractor shall calculate the FIRR for each scenario.

Based on varying the debt/equity ratio and other parameters, the Contractor shall develop an optimum case, a worst case, and a most likely economic/financial case. The modeling and analysis shall be carried out and presented in a manner suitable for the Grantee to engage potential donors and investors. The Contractor shall prepare pro forma cash flow statements based on both concessional financing and the Grantee’s balance sheet based financing of the projects.

In addition, the Contractor shall calculate the value of carbon credits that will be earned by the project. The cost benefits from the sale of carbon credits shall be reflected in all financial projections.

Task 4 Deliverable:

The Contractor shall submit a topical report with the results of the economic and financial analyses of the two scenarios. The Contractor shall also describe in substantial detail the total financing requirements, cash flow implications, and the overall economic and financial viability of the two scenarios.

Task 5: Alternative Financing Plans for the Two Scenarios

The Contractor shall identify potential first-tier and second-tier funding sources for the two scenarios and shall detail their funding requirements for the Grantee's future use. Specifically, the Contractor shall prepare three significantly different yet attractive financing plans for each scenario. These shall include the following:

- Full financing from concessional financing sources such as the International Financial Institutions (IFIs), including the World Bank and the European Investment Bank
- Full financing from capital markets under commercial terms and prevailing practices for debt/equity requirements
- Blended financing (some grant and most from commercial markets) based on discussions with the Grantee on areas of the project that could be financed by grants from international donors.

For each of these financing plans, the Contractor shall prepare a summary sheet that would inform the Grantee's management on that potential approach to financing the project.

Task 5 Deliverable:

The Contractor shall develop and submit a report to the Grantee on the three different financing plans for each of the two scenarios. The report shall include a discussion of the implications of each financing plan on the cash flow requirements of the Grantee.

Task 6: Environmental Analysis and Development Impact Assessment of the Project

Subtask 6.1: Environmental Analysis of the Project

The Contractor shall evaluate and report on the expected environmental impacts that will be caused by project implementation and operation of each scenario. The impacts shall be analyzed with reference to local, national, and international laws and regulations, including those of large multilateral financing institutions. The analysis shall include a comparative review of the project's expected impacts (per industry experience) vis-à-vis current environmental standards in the coal district. A review of the European Union's (EU) regulations shall complement the analysis, per Turkey's ongoing EU membership reform program. This review would identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for full environmental impact assessment in anticipation of the Project moving forward to the implementation stage.

Subtask 6.2: Development Impact Assessment

The Contractor shall conduct development impact assessments for the two scenarios. The purpose of the development impact assessments is to provide the project's decision makers and interested parties with a broader view of the project's potential effects on Turkey. The development impact assessments shall identify the anticipated impacts for each of the two scenarios in the following categories:

- (1) Human Capacity Building: The Contractor shall identify the anticipated number and types of local jobs that would be created or retained as a result of each scenario. The Contractor shall also identify the number of local people who would receive training and the types of training programs required for each scenario.
- (2) Technology Transfer and Productivity Enhancement: The Contractor shall identify the anticipated advanced technologies that would be utilized for each scenario. The Contractor shall also identify anticipated efficiencies that would be gained as a result of the implementation of each scenario. Examples of efficiencies related to project implementation may include higher output per resource use, lower costs or other common measures of efficiency used in the CBM and electricity generation industry.
- (3) Infrastructure: The Contractor shall identify the anticipated infrastructure impacts of the two scenarios, giving a brief synopsis and concrete examples of infrastructure impacts. Examples of infrastructure impacts related to project implementation may include increases in Turkey's gas and electricity generation capacity and the construction of new ancillary infrastructure, such as access roads, gas pipelines, transmission lines, and substations.
- (4) Other: The Contractor shall identify any other anticipated development impacts or benefits that would result from implementation of each scenario. Examples of other development impacts related to project implementation may include follow-on or replication projects, spin-off and demonstration effects, a safer workplace, increased good governance and transparency, private sector participation, and improved financial revenue flows to Turkey.

Task 6 Deliverable:

The Contractor shall develop and submit a two-part report to the Grantee. Part I of the report shall describe the environmental assessments of the two scenarios and Part II shall include detailed analyses of the likely development impacts from implementation of the two scenarios.

Task 7: Review of Regulatory Issues Related to the Project

Both the gas sector and the electricity sector are heavily regulated in Turkey, and the industry must meet strict requirements with respect to technical specifications, quality standards, and customer service. In addition, the industry must conform to the tariff schedules issued by the regulators. Accordingly, regulatory considerations are very important to the proposed project. The Contractor shall analyze all regulatory issues that may impact the CBM extraction and power generation project development. The analysis shall include a review of all documents related to import taxes, duties, fees, licenses, foreign participation requirements, income taxes, and environmental fines defined for the specific industrial sector.

Local and national permitting requirements shall be reviewed within the context of gas off-take and electricity sales to the national grids. The review shall also discuss the Turkish carbon credit implementation regulation work currently underway.

Task 7 Deliverable:

Based on the review of applicable laws and regulations, the Contractor shall document those regulations that may have an impact on the viability and successful implementation of either scenario. In addition, the Contractor shall prepare a list of specific legal and regulatory requirements that the proposed project would need to meet in order to be successful. All of these findings shall be documented by the Contractor in a report and submitted to the Grantee.

Task 8: U.S. Sources of Supply

The Contractor shall determine U.S. export potential related to the implementation of the two scenarios. A list of goods and services available from U.S. sources, including estimated values and a list of all available U.S. companies shall be provided. For each company, the Contractor shall provide a short description of its goods and/or services, their relevance to the project and operations, model names and capacity, and a contact name complete with an address, telephone number, website, and an email address.

Task 8 Deliverable:

The Contractor shall prepare a report on U.S. Sources of Supply that shall be included as part of the Final Report.

Task 9: Implementation Plan

The Contractor shall prepare an implementation plan for each of the two scenarios that shall include a structure for effective project management, team members and the required professional backgrounds of each team member, and a description of Grantee's organizational structure. Specifically, the Contractor shall discuss all implementation requirements of each scenario, including the following:

- Financing requirements and constraints that would need to be overcome
- Institutional and management requirements including the optimum project management structure
- Training and skills requirements to ensure that the most suitable organizations and personnel are put in charge of project implementation
- Any requirements in government policy changes such as potential subsidies and incentives in addition to the carbon benefits of the project
- Other implementation issues such as procurement, contracting, project management, and overall supervision

Task 9 Deliverable:

The Contractor shall develop a detailed project implementation plan for the management of the Grantee and discuss key elements that must be implemented in order to ensure project success.

Task 10: Final Report

The Contractor shall prepare and provide to the Grantee and USTDA a substantive Final Report of all the work performed under these Terms of Reference. The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. In addition, the Final Report shall include all sources of data and appropriate annexes, as necessary, to include details of technical analysis and economic and financial modeling. The Final Report shall contain an Executive Summary and shall identify prospective U.S. sources of supply for implementation of the project.

Task 10 Deliverable:

The Contractor shall provide both the Grantee and USTDA with the Final Report that shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

The Contractor may add to the annex any additional documentation, including scientific and technical papers, as it sees fit, to assist the Grantee's understanding of new technology applications, safety practices in CBM extraction, and potential project hurdles and risks associated with implementation of such investments.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.**
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.**
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.**

ANNEX 5



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

U.S. Firm Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number *[To be completed by USTDA]*

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

Activity Title *[To be completed by USTDA]*

Full Legal Name of U.S. Firm

Business Address (street address only)

Telephone

Fax

Website

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

Please provide a list of directors and principal officers as detailed in Attachment A. Attached? Yes No

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

If Private Company or Other (if applicable), provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in U.S. Firm, please complete Attachment B.

Is the U.S. Firm a wholly-owned or partially owned subsidiary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If so, please provide the name of the U.S. Firm's parent company(s). In addition, for any parent identified, please complete Attachment B.

Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?	Yes <input type="checkbox"/> Not applicable <input type="checkbox"/>
---	--

Project Manager

Name	Surname	
	Given Name	
Address		
Telephone		
Fax		
Email		

Negotiation Prerequisites

Discuss any current or anticipated commitments which may impact the ability of the U.S. Firm or its subcontractors to complete the Activity as proposed and reflect such impact within the project schedule.

Identify any specific information which is needed from the Grantee before commencing negotiations.

U.S. Firm may attach additional sheets, as necessary.

U.S. Firm's Representations

U.S. Firm shall certify to the following (or provide any explanation as to why any representation cannot be made):

1. U.S. Firm is a [check one] Corporation LLC Partnership Sole Proprietor Other:
 duly organized, validly existing and in good standing under the laws of the State of:
 The U.S. Firm has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the USTDA Activity. The U.S. Firm is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The U.S. Firm has included herewith, a copy of its Articles of Incorporation (or equivalent charter or document issued by a designated authority in accordance with applicable laws that provides information and authentication regarding the legal status of an entity) and a Certificate of Good Standing (or equivalent document) issued within 1 month of the date of signature below by the State of:
 The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change in its status in the state in which it is incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the U.S. Firm nor any of its principal officers have, within the three-year period preceding the submission of this proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the U.S. Firm, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the U.S. Firm. The U.S. Firm, has not, within the three-year period preceding the submission of this proposal, been notified of any delinquent federal or state taxes in an amount that exceeds US\$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The U.S. Firm has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself of its debts under any bankruptcy, insolvency or other similar law. The U.S. Firm has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The U.S. Firm certifies that it complies with USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The U.S. Firm shall notify USTDA if any of the representations are no longer true and correct.

U.S. Firm certifies that the information provided in this form is true and correct. U.S. Firm understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the U.S. Firm.

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



ATTACHMENT B

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

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

If applicable, U.S. Firm provided a list of shareholders and the percentage of their ownership. This form shall be completed for each shareholder that owns 15% or more shares in U.S. Firm, as well as any parent corporation of the U.S. Firm (“Shareholder”). In addition, this form shall be completed for each shareholder identified in Attachment B that owns 15% or more shares in any Shareholder, as well as any parent identified in Attachment B.

USTDA Activity Number [To be completed by USTDA]	
--	--

Activity Title [To be completed by USTDA]	
---	--

Full Legal Name of U.S. Firm	
------------------------------	--

Full Legal Name of Shareholder	
--------------------------------	--

Business Address of Shareholder (street address only)	
---	--

Telephone number		Fax Number	
------------------	--	------------	--

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

Country of Shareholder’s Principal Place of Business	
--	--

Please provide a list of directors and principal officers as detailed in Attachment A. Attached?	Yes
--	-----

Type of Ownership	Publicly Traded Company
	Private Company
	Other

If applicable, provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in Shareholder, please complete Attachment B.	
---	--

Is the Shareholder a wholly-owned or partially owned subsidiary?	Yes
	No

If so, please provide the name of the Shareholder’s parent(s). In addition, for any parent identified, please complete Attachment B.	
--	--

Shareholder may attach additional sheets, as necessary.



ATTACHMENT C

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

Subcontractor Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [To be completed by USTDA]	
--	--

Activity Title [To be completed by USTDA]	
---	--

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

Full Legal Name of Subcontractor	
----------------------------------	--

Business Address of Subcontractor (street address only)	
---	--

Telephone Number	
------------------	--

Fax Number	
------------	--

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

Subcontractor Point of Contact

Name	Surname	
	Given Name	

Address	
---------	--

Telephone	
-----------	--

Fax	
-----	--

Email	
-------	--

Subcontractor's Representations

Subcontractor shall provide the following (or any explanation as to why any representation cannot be made), made as of the date of the proposal:

1. Subcontractor is a <i>[check one]</i>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
--	--------------------------------------	------------------------------	--------------------------------------	--	--------------------------------

duly organized, validly existing and in good standing under the laws of: _____ .

The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the U.S. Firm is selected, to execute and deliver a subcontract to the U.S. Firm for the performance of the USTDA Activity and to perform the USTDA Activity. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding the submission of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.

4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

6. The Subcontractor certifies that it complies with the USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The Subcontractor commits to notify USTDA, the Contractor, and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The selected Subcontractor shall notify the U.S. Firm, Grantee and USTDA if any of the representations included in its proposal are no longer true and correct.

Subcontractor certifies that the information provided in this form is true and correct. Subcontractor understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the Subcontractor.

Name		Signature	
Title			
Organization		Date	