

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

Second Stage Smart Grid Applications for Power Distribution Project

Submission Deadline: **4:00 PM / 16:00**

LOCAL TIME

January 5, 2015

Submission Place: Okan Benli
Başkent Elektrik Dağıtım A.Ş.
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Ehlibeyt Mahallesi Ceyhun Atuf
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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.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$510,000 to Başkent Elektrik Dağıtım A.Ş. (the “Grantee”) in accordance with a grant agreement dated September 25, 2014 (the “Grant Agreement”). USTDA has provided a grant to the Grantee for the Second Stage Smart Grid Applications for Power Distribution Project Feasibility Study in Turkey. The Grant Agreement is attached at Annex 4 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

In 2011, USTDA provided a grant to Başkent Elektrik Dağıtım A.Ş. (Başkent) for a Smart Grid Applications in Power Distribution Feasibility Study. This recently completed Feasibility Study assessed Başkent’s existing supervisory control and data acquisition system (SCADA), IT and power distribution networks and provided a smart grid roadmap, outlining recommended projects to meet or exceed the requirements of the Energy Market Regulatory Authority (EMRA) of Turkey. This follow-on Feasibility Study will directly build upon the prior project recommendations and help structure near-term installation of technologies to both advance Başkent’s SCADA as well as implement advanced metering infrastructure (AMI) and power storage systems.

The Ministry of Energy and Natural Resources (MENR) predicts that Turkey’s demand for electricity will double by 2023, with a projected yearly growth rate of 6-8%. In Turkey, the average loss in electricity distribution is 15-16%, which consists of 7-8% technical and 8-9% non-technical losses. In order to function more efficiently and avoid hindering economic growth, the Government of Turkey provides incentives and a pooled budget for distribution companies to implement solutions that reduce losses to the grid. As the 21 distribution companies gain additional profit if they reduce losses more than the regulated target, they are motivated to make investments in control systems, automation and other smart grid techniques.

Başkent is a leading independent distribution utility with a 30-year license agreement to operate a portion of the distribution network serving approximately 3.2 million active accounts in a central Turkey service territory, which includes Ankara and six other regions: Kırıkkale, Zonguldak, Bartın, Karabük, Çankırı, and Kastamonu. Under the terms of the license with the Turkish Electrical Distribution Company (TEDAŞ), which owns the electrical grid, Başkent earns revenue according to a tariff schedule specified by EMRA and from that revenue is required to make capital investments in upgrades to the distribution grid. As a regulated utility with a specified rate of return, Başkent has established its own goals to implement smart grid technologies to attain operational efficiency and improve system reliability.

As a result of the recent USTDA funded Smart Grid Applications in Power Distribution Feasibility Study, Başkent seeks to expand the use of their existing SCADA system and integrate a comprehensive Outage Management System (OMS).

Portions of a background Definitional Mission conducted by EnerconAmerica, Inc. in March of 2014 are provided for reference in Annex 2.

1.2 OBJECTIVE

The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.

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\$510,000. **The USTDA grant of \$US510,000 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\$510,000 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 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Second Stage Smart Grid Applications for Power Distribution.

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 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. Portions of the report are attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

2.4 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.

2.5 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\$510,000.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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 3.

2.12 LANGUAGE OF PROPOSAL

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

2.13 PROPOSAL SUBMISSION REQUIREMENTS

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

Okan Benli
Başkent Elektrik Dağıtım A.Ş.
Başkent Plaza
Ehlibeyt Mahallesi Ceyhun Atuf
Kansu Cad. No: 106
06520 Balgat-Çankaya /Ankara

Phone: 0312 573 56 25
Fax: 0312 573 50 30
Email: okan.benli@enerjisa.com

An Original and two (2) hard copies and one (1) soft copy of your proposal must be received at the above address no later than 4:00 PM/16:00, on January 5, 2014.

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.

2.14 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, two hard copies and one soft copy, 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.

2.15 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.

2.16 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.

2.17 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.

2.18 EXCEPTIONS

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

2.19 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.

2.20 RIGHT TO REJECT PROPOSALS

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

2.21 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 3. 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.

2.22 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.

2.23 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.

2.24 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 4.

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\$510,000, which is a fixed amount.

Offerors shall submit one (1) original, two (2) hard copies and one soft copy 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 6. 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 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.

The selection of the Contractor will be based on the following criteria:

Professional Qualifications and Relevant Project Experience (25% +25%)

Offerors shall propose a project team that will be fully qualified to execute the entire scope of the Feasibility Study. The proposed staff should have strong qualifications in smart grid systems implementation with emphasis on low voltage distribution networks and international project development experience.

(25 %)-The proposed staff should consist of:

A project manager with at least 20 years of utility transmission and distribution (T&D), team management and scheduling experience (A P.E. license is required);

A lead smart grid engineer with at least 15 years of SCADA, DMS, OMS, AMI and RTU experience in the electricity distribution sector;

A degreed engineer with at least 10 years of IT/OT and WAMs experience in the T&D business who is familiar with commonly used software in the electric distribution business;

A field T&D engineer with at least 15 years of hands-on project or consulting experience with transformers, protective relays, switchgear, substation automation and DC power storage;

Multi-disciplines of engineering including mechanical, electrical, environmental, I&C civil/structural and draftsmen to work under the senior engineers, as required; and,

Specialists to cover cost estimating and scheduling, economic analysis and project funding.

(25 %)- The qualified Offeror should provide evidence of satisfactorily executing at least six (6) similar projects within the past 10 years either as an Architect/Engineer (A/E) or Owners' Engineer(O/E). The reference projects should be of similar size (i.e., \$500,000 or larger) and complexity (i.e. multi-tasks, addressing all critical project development steps) to the proposed one.

International (10%) + Host Country Experience (5%) - Offerors are encouraged to list their international energy project and consulting experience. The ideal Offeror will have successfully completed at least (2) two similar projects overseas by the time of bid evaluations, preferably one of them being in Turkey.

Proposed Work Plan (35%) – Offerors shall demonstrate good understanding of all the Terms of Reference (ToR) tasks. Their approach to tackle the tasks should be in agreement with the generally accepted engineering methods used in the energy and power sector. The work plan should be detailed and responsive to the requirements presented in the ToR and should prove value-added in the implementation phase of the Project.

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

Price will not be a factor in contractor selection.

No	Category	Evaluation Items	Explanations	Weight (%)	Weight (%)
1	Technical Approach & Work Plan	Task 2	Gap analysis to determine an optimum number of remote terminal units (RTUs)	5	35
2		Task 3	Trial advanced metering infrastructure (AMI) Project	5	
3		Task 4	Automation of select low voltage (LV) Distribution Stations	5	
4		Task 5	Megawatt power storage solutions	5	
5		Task 6	Preliminary environmental impact assessment and developmental impact assessment	2	
6		Task 7	Project cost estimate	2	
7		Task 8	Implementation financing	2	
8		Task 9	Legal and regulatory framework review	2	
9		Task 10	U.S. Sources of supply	2	
10		Time Schedule	incorporating all of tasks (Task 1 to Task 11)	5	
11	Qualifications	Key personnel	A project manager with at least 20 years of utility transmission and distribution (T&D), A lead smart grid engineer with at least 15 years of SCADA, DMS, OMS, AMI and RTU experience A degreed engineer with at least 10 years of IT/OT and WAMs experience in the T&D business A field T&D engineer with at least 15 years of hands-on project or consulting experience with transformers, protective relays, switchgear, substation automation and DC power storage Multi-disciplines of engineering including mechanical, electrical, environmental, I&C civil/structural and draftsmen to work under the senior engineers, as required; and, Specialists to cover cost estimating and scheduling, economic analysis and project funding	25	65
12		References	The qualified Offeror should provide evidence of satisfactorily executing at least six (6) similar projects within the past 10 years either as an Architect/Engineer (A/E) or Owners' Engineer(O/E). The reference projects should be of similar size (i.e., \$500,000 or larger) and complexity (i.e. multi-tasks, addressing all critical project development steps) to the proposed one	25	
13		International Experience	Offerors are encouraged to list their international energy project and consulting experience. The ideal Offeror will have successfully completed at least (2) two similar projects overseas by the time of bid evaluations, preferably one of them being in Turkey.	15	
TOTAL				100	100

Note: Please scan Terms of Reference and Section 4 Award Criteria text above to understand explanations of the table exactly.

ANNEX 1

Federal Business Opportunities Announcement

Okan Benli
Başkent Elektrik Dağıtım A.Ş.
Başkent Plaza
Ehlibeyt Mahallesi Ceyhun Atuf
Kansu Cad. No: 106
06520 Balgat-Çankaya /Ankara

Phone: 0312 573 56 25
Fax: 0312 573 50 30
Email: okan.benli@enerjisa.com

TURKEY: SECOND STAGE SMART GRID APPLICATIONS FOR POWER DISTRIBUTION PROJECT

POC: Jennifer Van Renterghem, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009, Email: RFPQuestions@ustda.gov. Second Stage Smart Grid Applications for Power Distribution Project. 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 for upgrading their SCADA as well as implementing advanced metering infrastructure (AMI) and power storage systems.

BRIEF PROJECT BACKGROUND AND DESCRIPTION OF GRANTEE

Başkent Elektrik Dağıtım A.Ş. (Başkent) is a leading independent distribution utility with a 30-year license agreement to operate a portion of the distribution network serving approximately 3.2 million active accounts in Turkey. Under the terms of the license with the Turkish Electrical Distribution Company (TEDAŞ), which owns the electrical grid, Başkent earns revenue according to a tariff schedule specified by EMRA and from that revenue is required to make capital investments in upgrades to the distribution grid.

This Feasibility Study will provide recommendations to build upon the Başkent's initial investments in smart grid technologies and provide recommendations for near-term implementation of applications to advance their SCADA system as well as implement advanced metering infrastructure (AMI) and power storage systems.

BRIEF DESCRIPTION OF STUDY COMPONENTS

This Feasibility Study will help to assess the technical, economic and financial feasibility for implementing second stage smart grid applications. This project will increase the reliability and efficiency of the Turkish distribution grid.

The U.S. firm selected will be paid in U.S. dollars from a \$510,000 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 portions of a background definitional mission 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/16:00, January 5, 2015 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

1. Country and Project Background

3.1) Country Profile*

Turkey is a Eurasian country that stretches across the Anatolian peninsula in Western Asia and Thrace in the Balkans region of southeastern Europe, spanning about 779, 542 square kilometers of land. It is bordered by eight countries: Bulgaria to the northwest; Greece to the west; Georgia to the northeast; Armenia, Azerbaijan and Iran to the east; and Iraq and Syria to the southeast. The natural borders are the Mediterranean Sea to the south; the Aegean Sea to the west; and the Black Sea is to the north. Current population of Turkey is 75.5 million with about 1% growth rate per annum. It is a constitutional republic, with an ancient and historical cultural heritage stemming from the early civilizations of Anatolia and the Ottoman Empire. Its current day republican system was established in 1923, following the fall of the Ottoman Empire in the aftermath of World War I. Since then, Turkey has become increasingly integrated with the West through membership in organizations such as the Council of Europe, NATO, OECD, WEOG, OSCE and the G-20 major economies.



Political Map of Turkey

As of 2012, Turkey is the 16th largest economy in the world and the 6th largest in Europe with than \$376 billion foreign trade volume annually. Turkey exports finished goods and raw materials to more than 200 countries across the globe. In 2012, the Turkish economy produced approximately \$780 billion Gross Domestic Product (GDP) which translates to \$ 10,469 per capita income. Following the global economic crisis in 2009, the Turkish economy recovered faster than its neighbors in Eastern Europe and grew 8.9% and 8.5% in 2010 and 2011 respectively.

Turkey's dynamic economy is a complex mix of modern industry and commerce along with a traditional agriculture sector that still accounts for about 25% of employment. The largest industrial sector is textiles and clothing, which accounts for one-third of industrial employment; yet it faces stiff competition in international markets with the end of the global quota system. However, other sectors, notably automotive and trucks, home appliances and electronics, iron and steel manufacturing and ship building are rising in importance and collectively have surpassed textiles in Turkey's export mix.

Foreign direct investment is a crucial source for Turkey. The rapid growth rate, combined with insufficient domestic savings, requires foreign direct investment for Turkey's economic development. In this context, and as a result of liberalization policies being implemented since 1980, Turkey has taken the necessary measures to improve the conditions for foreign investors and committed itself to the materialization of these measures. Currently Turkey is a key market for the U.S. Ex-Im Bank and the IFC of the World Bank Group.

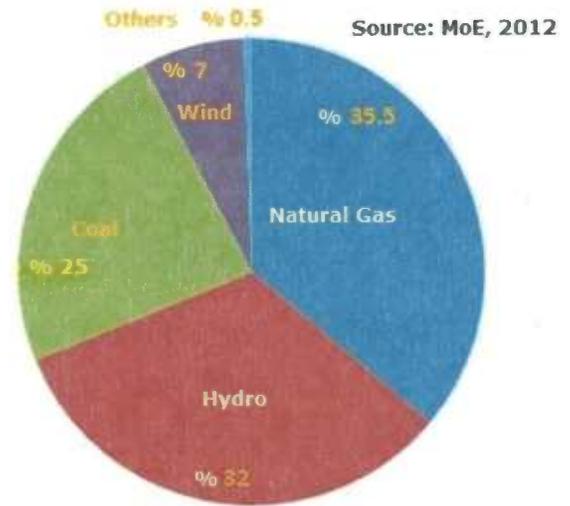
Having been an associate member of the European Economic Community since 1963 and having reached a customs union agreement in 1995, Turkey began full membership negotiations with the European Union (EU) in 2005.

[*Sources: CIA World Fact Book; Bloomberg Turkey Analysis; The Turkish Ministry of Economy; International Monetary Fund; World Bank]

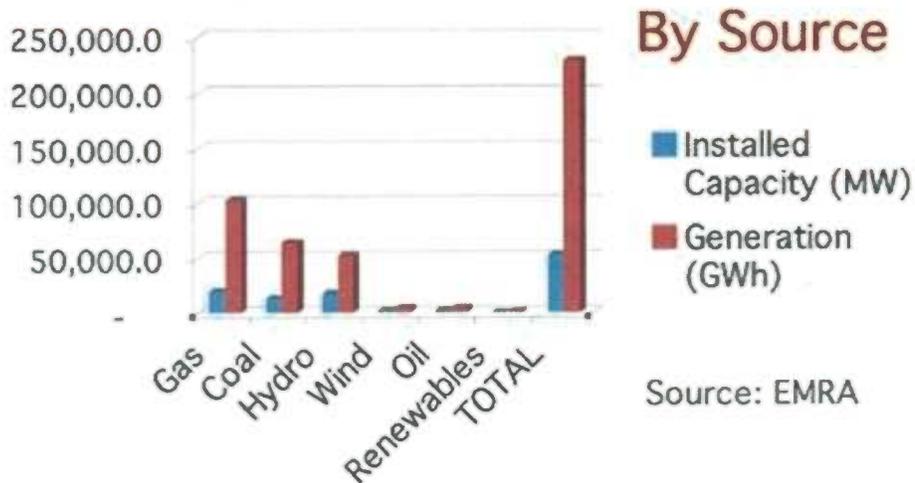
3.2) Energy and Power Sector*

Overview of the Electric Power Sector:

As of end of 2012, Turkey's installed power generation capacity was reported to be 53 GW and the gross annual consumption to be 229 billion kWh. This corresponds to 3,000 kWh power consumption per capita. With the exception of the economic recession years, the demand for electricity has increased by 6-8% annually due to the industrial growth and population increase. Turkey is planning to more than double the electric power generation by 2020 to achieve 499 Billion kWh annually per the high demand scenario or 406 Billion kWh annually per the low demand scenario. In Turkey, electricity generation comes from three main sources: natural gas by 35.5%, hydropower by 32% and coal by 25%. Renewable energy, mainly wind power, is a distant fourth by 7%.

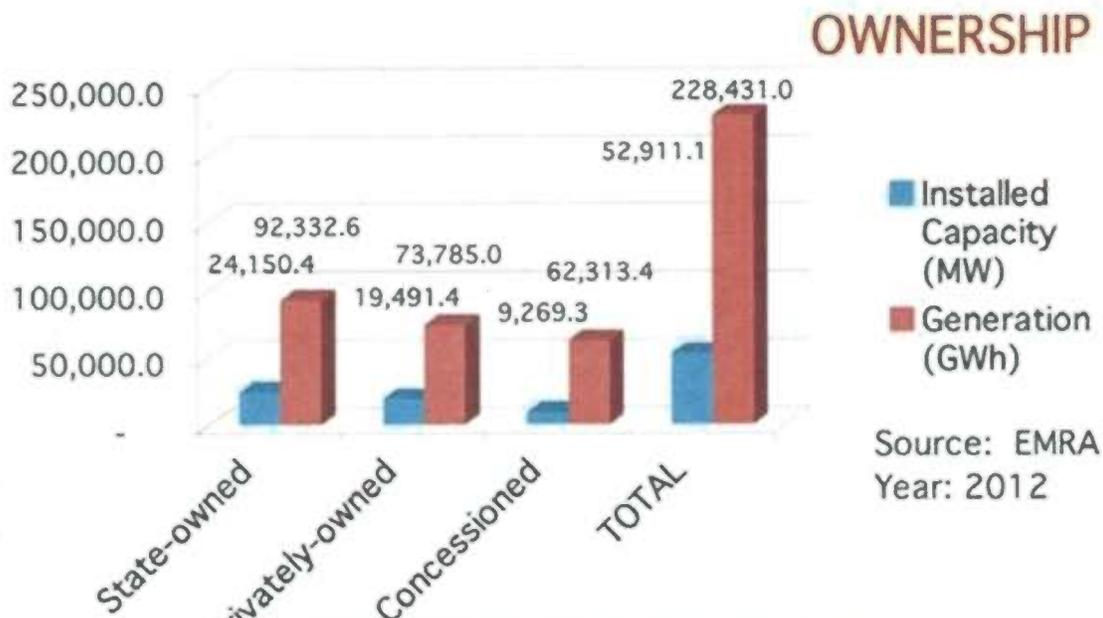


Power Generation In Turkey by Source,Relative Values



Power Generation in Turkey by Source, Absolute Values (2012)

The break-down of the power generation assets by ownership changes annually, but typically fluctuates around the following percentages: 49 % by EÜAŞ and affiliates (the Government Owned Utility Group), 26 % by IPPs (Independent Power Producers), 12 % by build-operate power ventures (private sector companies), 5 % by auto-producers (private sector firms which supply electricity to their own industries), 6% by build-operate-transfer ventures (private sector projects, yet concessional) and 1% by mobile power plants (private sector merchant plants) and by 1% transitional (transfer of right) generation assets.



Power Generation Assets by Ownership, 2012

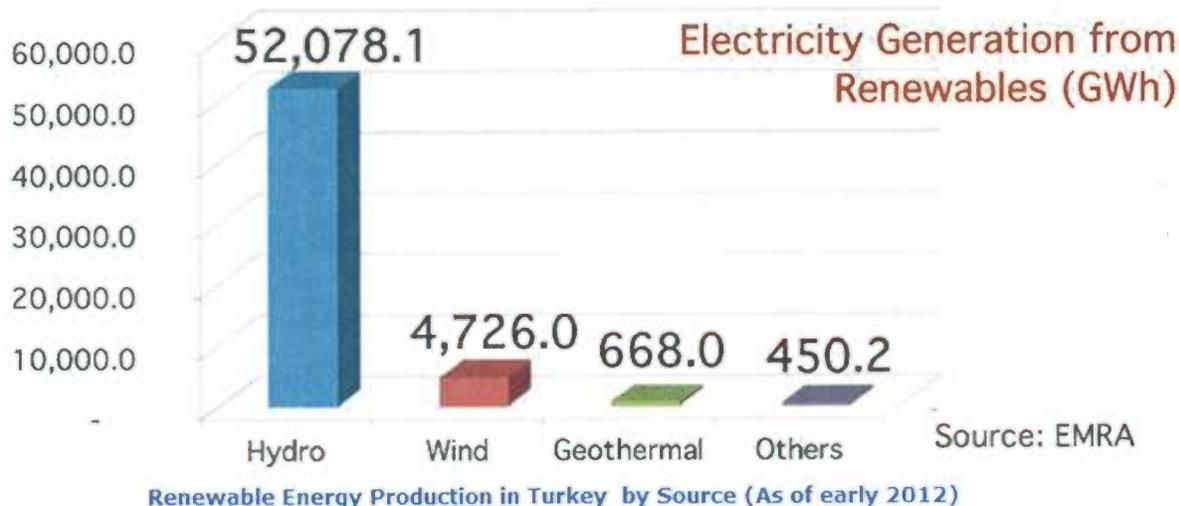
Coal and Gas-Fired Generation: Conventional thermal sources have historically been Turkey's largest power source. The number of natural gas-fired power plants has increased substantially in the last decade to comprise more than half of the country's current conventional thermal generation. Coal-fired power stations also remain an important energy

source for Turkey; furthermore there is renewed interest in exploiting Turkey's domestic coal resources in the aftermath of the spiking natural gas prices in the region. The Afşin-Elbistan basin in the east holds 3.3 billion short tons of lignite reserves, or 40 percent of Turkey's domestic total. Two additional units of lignite-fired units, each with 1,200 MW capacity, are now being planned at the site of the existing Afşin-Elbistan coal-fired power plant.

Hydroelectric: Turkey enjoys significant hydropower assets, namely more than 100 hydroelectric plants corresponding to a total installed generating capacity of 16 GW. The \$32-billion Southeastern Anatolia Hydro Project (GAP) alone consists of a series of 22 dams and 19 hydropower plants along the Tigris and Euphrates Rivers. However, the availability of hydropower is not guaranteed and is determined by the annual rain and snow fall.

Nuclear: Nuclear power has been on the Turkish Atomic Energy Agency's (TAEK) docket as a part of the energy diversification program since the early 1980s when Turkey started planning for a nuclear power plant at the Mediterranean town of Akkuyu. These plans were blocked by difficulties stemming from insufficient financing, legal issues, and opposition from environmental and anti-nuclear groups. In May 2010, a formal agreement was signed with Russia's Rosatom for a 4800 MW plant.

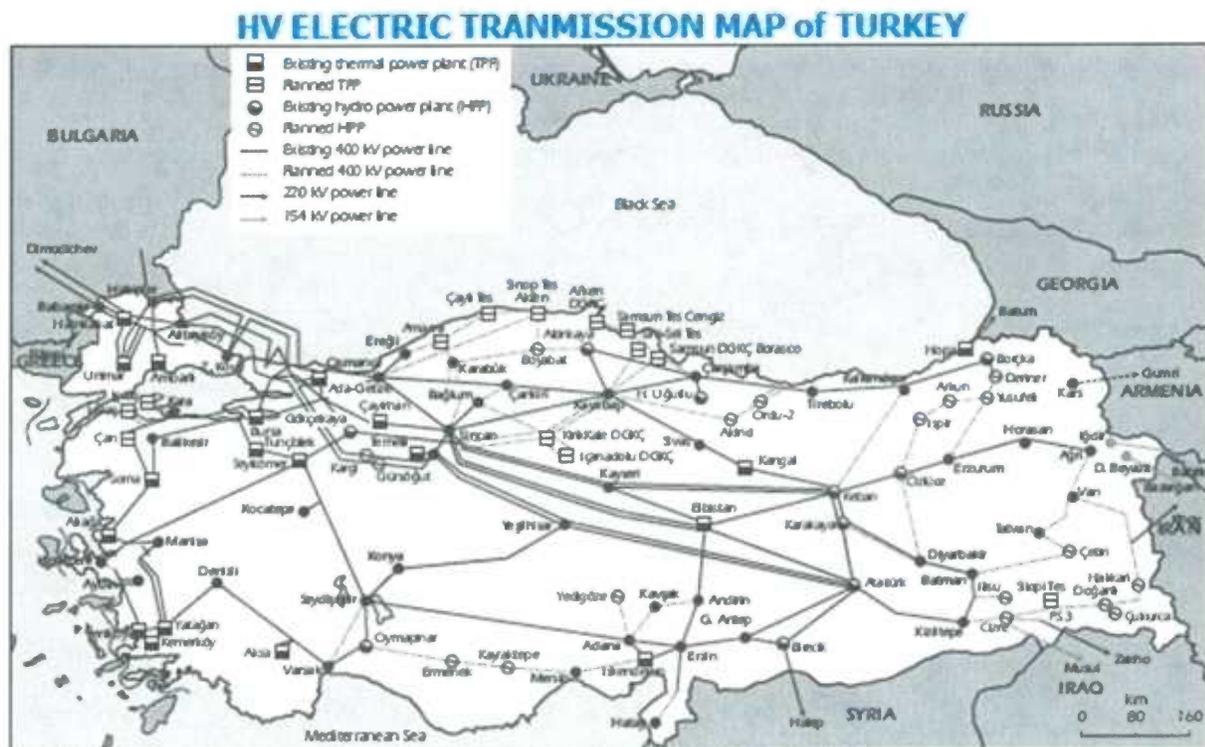
A second nuclear plant is now being planned at the Black Sea port of Sinop. In May 2013, the Turkish Ministry of Energy signed a BOO (build-own-operate) agreement with Mitsubishi (Japan) and Areva (French) Joint Venture for the construction of the 5600 MW plant. The project will be financed by the Japanese Bank for International Cooperation (JBIC).



Renewables: Aside from large scale hydropower, renewable energy is a recent development in Turkey and has been catching on due to the incentives offered by the Renewable Energy Law No. 5345 of 2005. Wind power is leading in the renewables space with more than 5,000 GWhr of annual production. There are also small commercially operating geothermal, biomass, bio-gas and landfill gas power plants which incrementally

contribute to the renewable energy mix. Among these plants, the 43 MW Gurmat geothermal facility was initiated by a USTDA funded feasibility study.

Transmission and Distribution (T&D): In Turkey, the high voltage (HV) transmission of electricity is regulated and run as a natural monopoly by TEİAŞ, the State Electricity Transmission Company. TEİAŞ's HV system consists of more 200 km of HV lines at 400 kV, 220 kV, 254 kV and 66 kV levels for aerial transmission and, at 380 kV and 154 kV levels for underground transmission, along with 184 substations at 400 kV, 1034 substations at 154 kV, and 54 substations at 66 kV levels.



Source: Turkish Ministry of Energy

With the Market Financial Settlement Center (MFSC) and the National Load Dispatch Center (NLDC) under its roof, TEİAŞ functions as the electricity market and system operator of Turkey. Transmission planning and, accordingly, distribution and production planning is formed based on the capacity projection of TEİAŞ. The liberated power generation and distribution market structure imposes significant duties and responsibilities on TEİAŞ beyond the operation of transmission lines and substations.

The duties and long term responsibilities of TEİAŞ are:

- Expanding and renovation investments in the transmission system in Turkey,
- Operating and maintaining the transmission system in Turkey,
- Ensuring that users connect and use the transmission system without any discrimination under the Connection and Use of System Agreements,
- Preparing generation capacity projections in accordance with Law No:4626

- Operating the Market Financial Settlement System,
- Monitoring the reliability of the system in real-time,
- Buying and monitoring ancillary services; and,
- Performing international interconnection studies.

Since the mid 2000's, TEİAŞ has been modernizing the HV transmission grid for future connection to the ENTSO-E Continental Europe Synchronous Area (CESA) network via Greece and now via Bulgaria. As a result of this program, the extreme AC current fluctuations were contained to within $\pm 0.5\%$ and several smart components, namely Supervisory Control and Data Acquisition (SCADA) and Phasor Measurement Units (PMU) were added to the system.

Between 2006-2013, **the electricity distribution** market was been privatized and the country was divided into 21 local distribution regions and auctioned off to private distribution companies (DisCos) over this six year period.



The 21 Electricity Distribution Regions in Turkey (Source: ELDER, 2013)

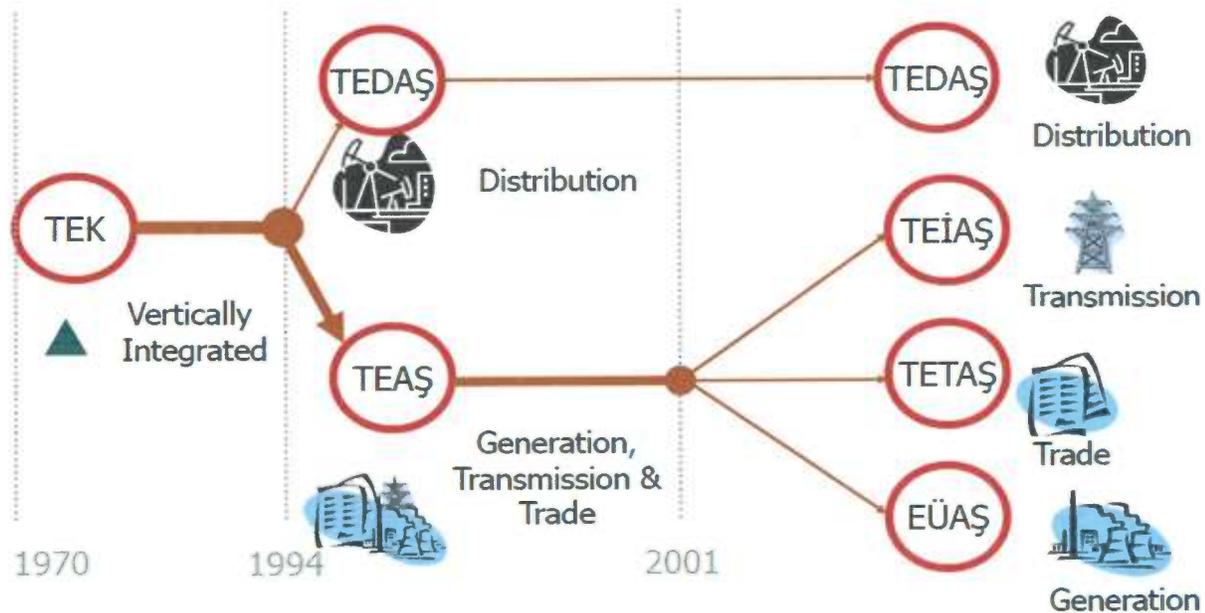
Many DisCos are now in the process of upgrading the legacy distribution grids in their respective concession regions, mainly to cut down on electricity losses (both due to technical issues and theft) and to increase reliability and ampacity for long-term profitable operation. The upgrades involve conductor replacements, smart meter deployment, remote terminal units-supervisory control and data acquisition (RTU-SCADA) implementation, distribution management system (DMS) and outage management system (OMS) implementation.

[*Sources: International Energy Agency; The Turkish Ministry of Energy and Natural Resources; TEİAŞ; EMRA; U.S. Energy Information Agency; Elder]

3.3) Regulatory Framework

Evolution of the Electricity Sector and Legislation

In Turkey, up until the early 1990s, all power generation, transmission and distribution activities were governed by the Turkish Electric Corporation (TEK), under the oversight of Turkish Ministry of Energy and Natural Resources. Following the introduction of groundbreaking legislation to reform the country's power and energy sector in 1984, the resultant **Law 3096** ended the government monopoly over power generation, paving the way for the private sector companies to Build, Own, Operate and Transfer (BOOT) power plants in Turkey. As a ripple effect, almost a decade later, in 1993 TEK was dissolved into two independent state-owned companies; the Turkish Electricity Generation and Transmission Corporation (TEAŞ), which was responsible for generation and transmission of electricity until 2001, and the Turkish Electricity Distribution Corporation (TEDAŞ), which was responsible for distribution of power to end users until 2006.



The Unbundling of the Turkish Electrical Grid (1970-2006). Source: EMRA

In 2001, the Turkish government enacted a new **Electricity Market Law**, which set the stage for further liberalization of power generation and distribution activities. The new law also created the **Energy Market Regulation Authority (EMRA)**, which oversees the power sector and natural gas markets, including the setting of tariffs, issuing licenses, and assuring competition. After the passage of the Electricity Market Law, TEAŞ was split into separate state-owned companies: Turkish Electricity Generation Company (EÜAŞ), Turkish Electricity

Transmission Company (TEİAŞ), and the Turkish Electricity Trading and Contracting Company (TETAŞ).

EÜAŞ, which generated 91% of Turkey's electric power, was mandated to sell off most of its power plants and other holdings. In 2003, 27 state-owned coal and hydropower plants were transferred to a government holding company in preparation for privatization, accounting for 28 percent of the Turkish power generating market.

TEİAŞ was formally excluded from the privatization program and still runs the **(HV) Electricity Transmission Grid** in Turkey.

In 2004, the issuance of an **Electricity Market Strategy Paper** by the High Planning Council marked the beginning of a new phase of privatization in the electricity sector. Based on the principles laid out in the strategy paper, the **(LV) Electricity Distribution** network was divided into 21 distribution regions based on geographical proximity, managerial structure, energy demand and other technical/financial factors. In 2006, EMRA approved the privatization plan and issued a new tariff structure for the 21 distribution regions. The "Transfer of Operating Rights" (TOOR) was preferred as a privatization method within the framework of **Law No. 4046**. In this method, the property of the distribution of assets remains with TEDAŞ, and only the operating rights are sold to the DisCos as 30 year concessions. The DisCos are subject to a tariff methodology, which includes components such as loss and theft ratio, operating and investment costs and the consumption targets that are pre-determined by EMRA. The DisCos recover the approved network investments through tariffs.

The Turkish DisCos are organized under the umbrella of a business association named **Elektrik Dağıtım Hizmetleri Derneği (ELDER)**. ELDER does not have any legislative or executive powers, rather it functions as a business chamber for the member DisCos. As of January 2014, 15 of the 21 DisCos are members of the ELDER.

Two other pieces of legislation, namely the **Renewable Energy Law No. 5346 of 2005**, and the **Energy Efficiency Law No.5626 of 2007**, indirectly affect the current T&D infrastructure in Turkey as they incentivize the incremental and transitional electrical loads into the system. The "imbedded generation sources" will soon start stressing the LV grids, necessitating additional upgrades and automation.

In summary, the current regulatory framework in place would not pose any roadblocks for the proposed T&D projects in Turkey. Conversely, the existing regulations provide a strong legal foundation to proceed with the modernizations of the T&D assets in the host country.

[Sources: EMRA, Turkish Ministry of Energy and Natural Resources; TEİAŞ; EÜAŞ; Elder]

4.1) Project Definition and Evaluation

Başkent Elektrik Dağıtım A.Ş. is one of the three electric distribution companies owned by EnerjiSA Ltd. of Turkey. EnerjiSA is owned the by Sabancı Holding, the second largest industrial conglomerate in Turkey.

In 2008, EnerjiSA bid in government held privatization auctions and purchased the long term concession for a sizeable electric distribution region consisting seven cities including Ankara, Bartın, Çankırı, Karabük, Kastamonu, Kırıkkale and Zonguldak for \$1.225 billion. In 2009 EnerjiSA established the Başkent Elektrik Company to run this grid. Today the subject grid serves 3.4 million subscribers.

EnerjiSA's other energy assets include Ayedaş Elektrik Company which serves the eastern boroughs of Istanbul and Toroslar Elektrik Company which serves 6 cities in the south of the country and 13 various power generation facilities with a total installed capacity of 2,560 MW across Turkey.



EnerjiSA's Electric Power Generation and Distribution Assets in Turkey.

Başkent takes the electric power from TEİAŞ, the state owned electric transmission company, at 59 medium voltage substations where the incoming power is stepped down from 154 kV to either 34.5 kV, 33.5 kV, 15.8 kV. These substations house a total of 110 MV transformers and nearly 5,000 LV transformers distribute the electric power at 400 V. In 2013, Başkent reported that the theft and technical losses were around 8%.

Başkent Elektrik has been active in modernizing their legacy distribution grid. In 2012, a Siemens brand SCADA system was installed to monitor and, to a certain extent, control the 59 medium voltage distribution centers throughout the city of Ankara. With the addition of new Remote Control Units (RTUs), the reach and capabilities of the SCADA units will be expanded for the city. Overtime, other distribution cities will be incorporated into the SCADA system.

Per EMRA's directives, Başkent Elektrik started to install basic smart meters at households and industrial clients. However these meters only provide a digital read-out and do not actually lend themselves to integration into a comprehensive Advanced Metering Infrastructure (AMI).



Başkent Elektrik's Existing SCADA System

In the 2015-2018 timeframe, Başkent Elektrik would like to expand the use of their existing SCADA system by investing in the following second stage smart grid activities:

1. Integrating a comprehensive Outage Management System (OMS);
2. Automating a significant number of LV substations;
3. Increasing the number of RTUs in the current SCADA network for better diagnostics;

4. Installing at least 3,000 sophisticated smart meters to test out a trial AMI;
5. Developing their own private communications network; and,
6. Implementing some DC power capability to avoid lengthy power outages.

Their longer term projects include electric vehicles and demand site management.

4.2) Developmental and Environmental Impacts

Başkent Elektrik’s distribution upgrade and second stage smart grid implementation projects are likely to result in various developmental and environmental impacts in their concession zones. The Contractor anticipates the impacts as follows:

Category	Potential Impacts
Impacts on Infrastructure	If implemented, the near term projects would help cut down the current electricity losses in Başkent’s’ grid by 50%, freeing up 0.7 TeraWatt-hr of electric power. That is tantamount to a new 80 MW power plant which could electrify an additional 150,000 households in Başkent’ region. If the other two sister companies implement the same technologies, the number of additional households to be powered could reach 500,000 with the electricity saved. Overtime this would translate to significant savings for the Project Sponsors that could be reinvested in other energy projects. The proposed projects also involve physical infrastructure improvements such as remote control of electric distribution to individual neighborhoods.
Environmental Impacts	<p>Every 1 MW of electricity saved or freed-up by a modern T&D system replaces around 700 metric tons of oil consumption every year. This corresponds to significant emission reductions for CO₂, CO, NO_x and SO_x, and soot/particulate discharge to the environment which would otherwise be released from a typical fossil fuel plant.</p> <p>Since The World Bank Group or U.S. Ex-Im Bank funding is a possibility for these projects, the proposed TOR will include a high level Environmental Impact Assessment (EIA) addressing all impact categories as dictated by the World Bank guidelines.</p>
Human Capacity Building	During the upgrade of each EnerjiSA DisCo distribution system, up to 200 new jobs in planning, technical services, engineering, material handling, construction and landscaping could be created for 2 years. When each automated grid comes online, it would require 10-15 additional full-time operations and maintenance personnel who will undergo special training to run the automated system.
Technology Transfer and Productivity Improvement	Conventional T&D grid upgrades are not a new concept in the host country, and some of the electro-mechanical T&D components are already being manufactured in Turkey. However, deployment of smart components such as SCADA, DCS, PMUs and WAMs is relatively new. Turkey does not yet make any of the said equipment. Proliferation of these components would require technology transfer that could

	continue at least for a decade.
Other	These projects could set precedence to follow for other private distribution companies in Turkey.

4.3) U.S. Export Potential and Foreign Competition

Turkey is known to be a U.S. technology and equipment importer for many of its power generation plants (wind, hydropower, gas-fired combined cycle, convention fuel oil or coal-fired plants) and is very likely to offer similar export potential for the proposed electric distribution projects.

Turkey is signatory to the World Trade Organization’s **General Agreement on Tariffs and Trade (GATT)**, hence subscribes to the notion of "substantial reduction of tariffs and other trade barriers and the elimination of preferences, on a reciprocal and mutually advantageous basis". This renders Turkey an open market for all industrial goods and commodities. By the same token, international competition is keen for market share in its dynamic T&D market. USTDA’s support for feasibility studies and technical assistance would be instrumental for U.S. businesses to gain a competitive edge in Turkey. For almost any U.S. smart grid equipment or software, there would be keen competition from European counterparts.

Equipment	Cost, \$
Breaker Automation	\$9 Million
RTU Procurement	\$2 Million
3,000 Smart Meters	\$300 Thousand
Trial AMI Hardware/Software	\$3 Million
Private Communications	\$ 8 Million
DC Power Storage	\$9 Million
Total Equipment for Başkent	\$31.3 Million
Total for 3 DisCos	\$94 Million

This high level analysis indicates that Başkent’s near term equipment needs would require approximately \$31.3 Million investment.

4.4) Project Sponsor's Qualifications

Sabancı Holding of Turkey controls 70 companies, many of which are recognized market leaders in their respective sectors. The group has a total of 65,000 employees and operates in eighteen countries in Europe, the Middle East, Asia, North Africa, North America and South America. Eleven of its companies are also listed on the Istanbul Stock Exchange. The holding and its subsidiaries own more than 40% of Akbank, the country's second largest bank, and has operations in such markets as automotive, cement, energy, retail, insurance, telecom, textiles, tires, plastic, hotels, paper and tobacco. Sabancı has many joint ventures with large international companies including Citigroup, Aviva, Bridgestone, E.ON, Bekaert, Heidelberg Cement, Carrefour, Dia, Hilton, Mitsubishi Motor, International Paper and Philip Morris. Sabancı Holding's annual revenues fluctuate between \$11 and 13 billion.

EnerjiSA is the energy and power business unit of Sabancı Holding. It was established in 1996 initially for the purpose of generating electricity for the Holdings's own factories. Since then, EnerjiSA has diversified its operations into renewable energy, natural gas distribution and electric power distribution. Currently 50% EnerjiSA's shares are owned by the E.ON Corporation of Germany.

As of the first quarter of 2014, EnerjiSA's power generation capacity is reported to be 2,560 MW, including 1,306 MW from five natural gas combined cycle power plants operating in Kocaeli, Adana, Çanakkale, Mersin and Bandırma; 1,042 MW from various hydroelectric power plants operating in Antalya, Mersin, Adana and Kahramanmaraş; and 212 MW of wind farms operating in Balıkesir, Çanakkale, and İçel. Aiming to diversify the generation portfolio, and to create a strategic advantage, 6 hydroelectric power plants with a total installed capacity of 1,235 MW; 2 wind power units, with an installed capacity of 50 MW; the Tufanbeyli Lignite Power Plant, with the installed capacity of 450 MW, and Bandırma II Natural Gas Combined Cycle Power Plant, with an installed capacity of 600 MW, are currently in the design and construction stages.

As the parent company of Başkent Elektrik, AYEDAŞ Elektrik and Toroslar Elektrik companies, EnerjiSA controls an 110,163 km² electric distribution region in Turkey which houses 196,649 km of distribution lines and 9.1 million registered subscribers. EnerjiSA distribution grid supplies 51.7 Terawatt-hr of energy annually, meeting 22% of the nationwide demand.

With 7 cities in its concession region, Başkent Elektrik is one of the largest distribution companies in Turkey. Unlike most of the recently established DisCos in the host country, Başkent does not outsource grid maintenance services to subcontractors and is self-sufficient in the daily operations of the system.

4.7) Risk Factors and Project Justification

Başkent Elektrik is a leading electric distribution company in Turkey. They have already installed a central SCADA system for health monitoring, basic smart meters at subscriber locations and they have also partially automated their subscriber management system. They

are now in the process of issuing an international tender to implement VAR-Volt control at their medium voltage substations. These are the typical first stage smart grid implementation projects that a regional distribution company would deploy to modernize their grid. In the 2015-2016 time frame, Başkent would like to proceed with the second stage smart grid projects. They are mandated by their parent company to pave the way for their sister distribution companies to implement "smart components" as well.

All EnerjiSA group of companies either have strong balance sheets or enjoy parent company guarantees to leverage the prospective smart grid projects.

EnerconAmerica recommends that USTDA support Başkent's second stage smart grid projects with a Feasibility Study grant.

ANNEX 3



U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-3901

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS
[As of January 17, 2014]

The purpose of USTDA's nationality, source, and origin requirements is to ensure 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, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) 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

(h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

NATIONALITY:

1) Application

A U.S. firm that submits a proposal must meet USTDA's nationality requirements as of the date of submission of the proposal and, if selected, must continue to meet such requirements throughout the duration of the USTDA-funded activity. These nationality provisions apply to all portions of the Terms of Reference that are funded with the USTDA grant.

2) Definitions

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

A partnership that is organized in the U.S., has its principal place of business in the U.S., and is more than 50% owned by U.S. citizens and/or permanent residents, qualifies as a "U.S. firm".

A nonprofit organization, such as an educational institution, foundation, or association, also qualifies as a "U.S. firm" if it is incorporated in the U.S. and managed by a governing body, a majority of whose members are U.S. citizens and/or permanent residents.

SOURCE AND ORIGIN:

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 4

GRANT AGREEMENT

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 Bařkent Elektrik Dađıtım A.ř ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$510,000 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Second Stage Smart Grid Applications for Power Distribution Project ("Project") in Turkey ("Host Country").

1. USTDA Funding

The USTDA Grant 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 incorporated by reference into 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. Therefore, USTDA, the Grantee, and the Contractor shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

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

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee 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's Right to Approve Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 16 below upon selection of the Contractor to perform the Study. USTDA then shall notify the Grantee whether or not USTDA approves the Grantee's Contractor selection. Upon USTDA approval of the Grantee's Contractor selection, the Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected. The Grantee and the Contractor then shall enter into a Contract for performance of the Study.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

The Grantee and the Contractor shall enter into a Contract for performance of the Study. The Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 16 below, a photocopy of an English language version of the signed Contract or a final negotiated draft version of the Contract. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the Contract.

(2) Amendments and Assignments

The Grantee or the Contractor may submit any proposed amendment to the Contract, including any proposed amendment to any annex thereto, or any proposed assignment of the Contract, to USTDA at the address set forth in Article 16 below. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the proposed amendment or assignment.

(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 U.S. 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 any subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and the Contract or any subcontract funded by the Grant Agreement, the Grant Agreement shall control.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of USTDA 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 Contract 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. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is September 30, 2015, 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, (i) 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 (ii) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

9. USTDA Mandatory Contract Clauses

All contracts funded under this Grant Agreement shall include the USTDA Mandatory Contract 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 Contract Clauses, except for Clauses B(1), G, H, I, and S.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under this 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 this 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 professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) 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

(h) 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 this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

13. USTDA Project Evaluation

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, the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries will include, but not be limited to, whether the Final Report recommendations have been or will be used to implement the Project, anticipated Project implementation timeline, and likely source of financing. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for this Project during the five-year period referenced above.

14. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the Study and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this 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.

15. Representation of Parties

For all purposes relevant to this 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 General Manager and Distribution Operations Group Director. The parties hereto may, by written notice, designate additional representatives for all purposes under this Grant Agreement.

16. 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 an electronic medium that produces a

tangible record of the transmission, such as a facsimile or e-mail message, and will be deemed duly given or sent when delivered to such party at the following:

To: Okan Benli
Başkent Elektrik Dağıtım A.Ş.
Başkent Plaza
Ehlibeyt Mahallesi Ceyhun Atuf
Kansu Cad. No: 106
06520 Balgat-Çankaya /Ankara

Phone: 0312 573 56 02
Fax: 0312 573 50 30
Email: okan.benli@enerjisa.com

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
E-Mail: MENA_Europe@ustda.gov

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic 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 14/151001
Activity No.: 2014-21023A
Reservation No.: 2014314
Grant No.: GH201421314

17. 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 this Grant Agreement. USTDA may also issue implementation letters to (i) extend the estimated completion date set forth in Article 8(A) above, or (ii) change the fiscal data set forth in Article 16 above. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by this Grant Agreement.

18. Grant Agreement Amendments

Either party may submit to the other party at any time a proposed amendment to the Grant Agreement. A Grant Agreement amendment shall be effective only if it has been signed by both parties.

19. Termination Clause

Either party may terminate this Grant Agreement by giving the other party written notice thereof. 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 that may be made pursuant to Clause H of the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This article and Articles 5, 12, 13, 14, and 21 of the Grant Agreement shall survive termination of the Grant Agreement.

20. 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.

21. 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.

22. Governing Law

This Grant Agreement shall be governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of federal law, the laws of the State of New York shall apply.

23. Counterparts

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and Başkent Elektrik Dağıtım A.Ş, each acting through its duly authorized representative, have caused this Grant 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

Başkent Elektrik Dağıtım A.Ş,

By: 

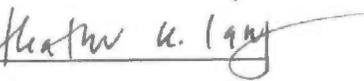
By: _____

Date: 9/26/2014

Date: 26.09.2014

Witnessed:

Witnessed:

By: 

By: _____


Murat RINAR
Dağıtım Operasyonları
Grup Direktörü


Kıvanç ZAIMLER
Genel Müdür

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Contract 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 Başkent Elektrik Dağıtım A.Ş ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Second Stage Smart Grid Applications for Power Distribution project ("Project") in Turkey ("Host Country"). The Client and the Contractor are the parties to this Contract, and they hereinafter are referred to collectively as the "Contract Parties." 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 S. In addition, in the event of any inconsistency between the Grant Agreement and the Contract or any subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

This Contract, and any amendment thereto, including any amendment to any annex thereto, and any proposed assignment of this Contract, 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 conforms to modifications required by USTDA during the Contract review process and the Contract has been formally approved by USTDA. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft Contract or a signed Contract to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) USTDA Not a Party to the Contract

It is understood by the Contract 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 Contract 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 Contract 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 Contract Parties or the parties to any subcontract, jointly or separately; and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort, or otherwise, to the Contract Parties or the parties to any subcontract. 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 professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) 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
- (h) 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 period of performance of work provided for by this Contract, 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. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this Contract.

(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 approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause G(3)(b)(iii) 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 Contract Clauses 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 Contract Clauses 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 Contract Clauses 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 the 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 to the attention of the Finance Department at USTDA's address listed in Clause M below, or by e-mail to invoices@ustda.gov.

H. Termination

(1) Method of Termination

Either Contract Party may terminate this Contract upon giving written notice to the other party and USTDA. This notice shall be effective after either 30 days, or any other period set forth elsewhere in this Contract. Furthermore, this Contract shall terminate immediately upon notification of USTDA’s termination of the Grant Agreement or the term of availability of any funds thereunder.

(2) Ramifications of Termination

In the event that this Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for payment for the value of the work performed pursuant to the terms of this Contract. 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 value of the work performed pursuant to the terms of this Contract.

(3) Survivability

Clauses B, D, G, H, N and S of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

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 hard copy 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) hard 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.

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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) hard copy of the Public Version of the Final Report to the Commercial or 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, and USTDA's address. 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 address, 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, and e-mail address 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, and e-mail address 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.

(g) The Client, USTDA, and the Commercial and/or Economic Section(s) of the U.S. Embassy in Host Country shall have irrevocable, worldwide, royalty-free, non-exclusive rights to use and distribute the Final Report.

J. Modifications

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

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is September 30, 2015, is the date by which the Contract 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) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

L. Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery. For example, the Contractor and its subcontractors shall fully comply with the

requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 et seq.). Each Contract Party agrees that it shall require that any agent or representative hired to represent it in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced 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 14/151001
Activity No.:	2014-21023A
Reservation No.:	2014314
Grant No.:	GH201421314

N. 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, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Client nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

O. Export Licensing

The Contractor and all subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

P. Contact Persons

The Client designates the following person as the contact person for matters concerning this Contract:

Name: Okan Benli

Title: R&D and Energy Automation Manager
Phone: +903125735625
Fax: +903125735030
E-Mail: okan.benli@enerjisa.com

The Contractor designates the following person as the contact person for matters concerning this Contract:

Name:
Title:
Phone:
Fax:
E-Mail:

If anyone designated by a Contract Party as a contact person ceases service as a contact person at any point during the ten-year period following the date of signing of this Contract, the Contract Party that had designated that contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

Q. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for damages that are natural, probable, and reasonably foreseeable as a result of a breach of this Contract, or (ii) limit the total amount of damages recoverable to an amount less than the total amount disbursed to the Contractor pursuant to this Contract. If any clause included by the Contract Parties is inconsistent with either or both of these limitations, it shall be invalid and unenforceable to the extent of the inconsistency.

R. Arbitration

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

S. 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, fax number, and e-mail address. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the

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Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

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ANNEX 5

Annex I

Terms of Reference

The objective of the Feasibility Study (Study) is to provide technical and project finance guidance to Başkent Elektrik Dağıtım A.Ş (Grantee) for the implementation of the Second Stage Smart Grid Applications for Power Distribution project (Project) as described in this Terms of Reference. The second stage is the Grantee's continued expansion of smart grid components complementing the existing SCADA (Supervisory Control and Data Acquisition) system. In all steps of the Study, the U.S. firm selected by the Grantee to perform the Study (Contractor) is expected to work closely with the Grantee to advance the Project to the procurement and implementation phase. The interim deliverables specified in these Terms of Reference shall serve to keep the Grantee informed about the Contractor's work and to ensure that the Contractor's findings are acceptable to the Grantee before critical decisions are made based on the Study's findings. The Contractor shall undertake a quality control review process, including a technical and editorial review, of all deliverables and documents submitted to the Grantee to ensure accuracy, consistency, and readability.

The Feasibility Study shall provide:

- 1) A gap analysis to determine the number and location of Remote Terminal Units (RTUs) to be added to the existing SCADA system;
- 2) A conceptual design for a trial Advanced Metering Infrastructure (AMI) project to pilot two-way communications with installed 3,000-5,000 sophisticated smart meters;
- 3) Automation of several hundred Low Voltage (LV) substations/breakers and integration with the OMS (Outage Management)/SCADA system;
- 4) Megawatt (MW) size (direct current or other) power storage solutions;
- 5) A project cost estimate and economic analysis;
- 6) A preliminary environmental impact analysis and a development impact analysis;
- 7) Implementation financing options from domestic and international lenders; and,
- 8) Guidance with U.S. Sources of Supply for equipment procurement.

Task 1: Kick-off Meeting/Condition Assessment at Site

The Contractor shall travel to Ankara, Turkey for at least five business days to conduct a series of meetings with the Grantee.¹ During the meetings, the Contractor shall obtain all relevant information and data on the existing distribution assets, including the first stage Smart Grid projects, and discuss the previous feasibility study that was funded by USTDA (Smart Grid Applications in Power Distribution Feasibility Study, completed in

¹ One week prior to all meetings to be held in Turkey, the Contractor shall send via-email a "Request for information (RFI)" form to the Grantee for more efficient information exchange during the meetings.

2013). During this visit, the Contractor shall visit the SCADA building in Ankara City Center to understand the technical capabilities and the limitations of the existing SCADA system which currently monitors only the Medium Voltage (MV) network. Break-out discussion sessions will be held with multiple departments of the Grantee, including EnerjisaSA (the Grantee's parent company), local representatives of equipment vendors, and the Energy Market Regulatory Authority of Turkey.² The Grantee shall coordinate with the Contractor to organize the meetings and if required, arrange for any site visits. Consequently, the Contractor shall prepare a Final Work Plan congruent with the tasks listed in this Terms of Reference.³

Task 1 Deliverable: Upon completion of Task 1, the Contractor shall submit to the Grantee the detailed minutes of the kick-off meetings, the findings of the condition assessment of the existing smart grid components and the final Work Plan for the Study.

Task 2: Gap Analysis to Determine an Optimum Number of Remote Terminal Units (RTUs)

The purpose of this task is to evaluate the monitoring capability of the existing SCADA system and provide a recommendation of optimizing additional RTUs for a more effective system-wide diagnostics infrastructure. In recommending the number and location of the additional RTUs to be installed, the Contractor shall give first priority to MV distribution centers that are currently being monitored by the existing SCADA system. Second priority shall be given to the distribution transformer center(s) with Low Voltage (LV) feeders. The final scope of additional RTU deployment shall be decided by operational needs and investment planning by the Grantee after the Study is completed.

Task 2 Deliverable: Upon completion of Task 2, the Contractor shall deliver to the Grantee the results of the gap analysis, including the list of RTUs and the data sheets. The Contractor shall tabulate the additional RTUs needed per location with specific implementation recommendations, if any, and prepare data sheets to be used as a part of the procurement specifications by the Grantee for the purchase of the RTUs.

Task 3: Trial Advanced Metering Infrastructure (AMI) Project

Currently the Grantee's SCADA system is being used for monitoring and diagnostics purposes only. The Grantee would like to expand this system with AMI, which would employ two-way smart meters, a congruent data transmission network, an AMI Host and a Meter Data Management System. The main purpose of this task is to demonstrate the value and efficacy of a region-wide AMI system with a trial project that would initially

² Per the RFI forms, the Grantee shall help arrange all the meetings with the relevant departments of the Grantee and related authorities and vendors.

³ Three (3) trips to Turkey are planned for this Feasibility Study, during which up to fifteen (15) break-out discussion sessions are anticipated. Meeting minutes are due 10 (days) after the conclusion of each meeting.

communicate with 3,000-5,000 select subscribers selected based on Turkey's technical, geographical and social aspects.

The Contractor shall prepare a conceptual design for the trial AMI project, which shall cover the following activities, but not be limited to;

- i) Determine the number of subscribers that will participate in the trial project and select a suitable design for the smart meters;
- ii) Conduct a screening study to evaluate the data transmission options (i.e., whether broadband over power lines (BPL), power line communications (PLC), radio frequency (RF) or public networks;
- iii) Recommend an AMI Host (i.e. model and make) for the trial project that could be expanded should the Grantee decide to implement AMI system-wide;
- iv) Recommend a Meter Data Management System, including all pertinent software, and provide guidance for integrating the trial AMI system into the existing SCADA system;
- v) Prepare a System Narrative, which shall recommend the type of AMI system and also serve as a System Operation Manual; and,
- vi) Prepare data sheets and technical narratives for all pertinent components for the Grantee to use as a part of the trial procurement specifications.

In the conceptual design, the Contractor shall give preference to world-wide accepted U.S. design standards (such as American Society of Mechanical Engineers (ASME), Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI)) and ensure that the conceptual design is prepared as to not preclude U.S. equipment manufacturers and service providers from bidding for the implementation of the project.

Task 3 Deliverable: Upon completion of Task 3, the Contractor shall deliver the conceptual design package, which shall include technical drawings, to the Grantee. All drawings prepared in computer-aided design (CAD), AutoCAD, or Bentley-Microstation format shall be submitted both in the source format and pdf format.

Task 4: Automation of Select Low Voltage (LV) Distribution Stations

The Grantee is planning to automate 25% of the existing 400 Voltage pole-mounted distribution stations. The Contractor shall provide strategic consulting services to the Grantee to help identify the high priority substations that should be automated and provide the schematics and the recommended Intelligent Electronic Device (IED) list for the desired level of automation.

IEDs shall include, but not be limited to;

- i) Digital Fault Recorders (DFRs);
- ii) Protective Relays; and,

- iii) Auto-reclosers with controllers (and if necessary, the accompanying interrupters).

The Contractor shall prepare a narrative explaining the workings of the IEDs and the integration of the automated controls into the existing OMS/SCADA system accounting for future Distributed Generation (DG) Units and Electric Vehicle (EV) charging stations that will also be connected to distribution grid. The Contractor shall also prepare data sheets and technical narratives for all IEDs and the accompanying automated equipment for the Grantee to use as a part of the procurement specifications.

Task 4 Deliverable: The Contractor shall deliver to the Grantee a milestone report that contains all the engineering work performed and the procurement data sheets and technical narratives prepared under Task 4, in support of the automation of select LV distribution stations.

Task 5: Megawatt Power Storage Solutions

The Contractor shall evaluate the feasibility of a megawatt-size power storage project that would deliver uninterrupted power to a mutually chosen neighborhood by the Contractor and the Grantee. In this Task, the Contractor shall evaluate the latest uninterrupted power supply (UPS) technologies, including leading U.S. manufacturers' batteries.

The Contractor shall determine the size of the kiosk(s) that would house the rectifiers, batteries and the inverters (or the alternate power storage equipment) in order to establish feasibility. If the Contractor determines the kiosks to be feasible, the Contractor shall prepare data sheets and technical narratives for the power storage system that will be used as the technical section of the procurement specifications by the Grantee.

Task 5 Deliverable: The Contractor shall deliver to the Grantee a report that contains all the information obtained, the engineering work performed, and the procurement data sheets and narratives under Task 5 in support of megawatt power storage solutions.

Task 6. Preliminary Environmental Impact Assessment and Developmental Impact Assessment

The Contractor shall prepare a preliminary Environmental Impact Assessment (EIA) as it pertains to the proposed Project. Although the main purpose of the preliminary EIA is to quantify the carbon dioxide, (CO₂), nitrous oxides (NO_x), sulfur oxides (SO_x), and other emission reductions that would be realized with a more efficient grid, any potential negative impacts of the proposed projects shall also be discussed. The preliminary EIA shall specifically address the potential impacts on flora and fauna and any permanent radio frequency pollution. The Contractor shall evaluate the project against The World Bank environmental standards to facilitate implementation financing. If negative impacts are identified, the Contractor shall propose mitigation strategies for the potential negative impacts.

The Contractor shall report on the potential development impact of the Project in the Host Country, focusing on what economic and social outcomes will result if the Project is implemented according to the Study recommendations. While the specific focus shall be related to the immediate impact of the Project, the Contractor shall include any additional development benefits to the Project including spin-off and demonstration effects. The analysis of potential benefits shall be as quantitative as practicable. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

- **Infrastructure:** An itemized statement listing the infrastructure improvements (such as new substations, transmission & distribution modernization, the number of households to be powered) and the monetary benefits for the Grantee.
- **Human Capacity Building:** A description of new jobs (by number and type) that would be created to implement and operate the proposed components, as well as the number of people who will receive special training and a description of the training program.
- **Market-Oriented Reforms:** A description of any regulation, laws, or institutional changes that the Project could lead to and the positive effects they would have (such as encouragement of other private sectors companies to enter into this market segment). The Contractor shall coordinate with Energy Market Regulatory Agency on this analysis.
- **Technology Transfer and Productivity Enhancement:** A description of any advanced technologies that would be implemented as a result of the Project, including a discussion of any efficiencies or improvements that will be realized.
- **Other:** Any other developmental benefits to the Project, including any spin-off or demonstration effects.

Task 6 Deliverables: The Contractor shall deliver the preliminary Environmental Impact Assessment and the Development Impact Assessment to the Grantee upon completion of the task.

Task 7: Project Cost Estimate

Based on the conceptual designs developed in Tasks 2, 3, 4 and 5, the Contractor shall prepare a $\pm 15\%$ as-installed cost estimate for the implementation for the Project. The estimate shall include a detailed breakdown of equipment and materials for all major systems, including but not limited to electro-mechanical, instrumentation and controls and civil/structural components. The cost of project development, owner's engineer services, land acquisition and project financing shall be determined and factored in the cost estimate at this stage.

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The Contractor shall also prepare an add-on estimate to show Operation and Maintenance (O&M) operating expenses, including a detailed breakdown of the general, administrative, day-to-day operation and maintenance costs for the project.

In preparation for the AMI and the MegaWatt Size Power Storage trial projects, the Contractor shall conduct a Life Cycle Cost Analysis based on current tariff rates and the projected efficiency gains, and determine net present value and the pay-back period for each project.

Task 7 Deliverable: The Contractor shall deliver to the Grantee a report that contains all information collected, work performed and analyses provided under Task 7.

Task 8: Implementation Financing

The Contractor shall contact the international finance institutions (IFIs) that are mostly likely to provide debt and/or equity financing for the Project. The IFIs shall include but not be limited to the International Finance Corporation (IFC), the European Bank for Reconstruction and Development (EBRD), the European Investment Bank (EIB), the Turkish Industrial Development Bank (TSKB), the Export-Import Bank of the United States (Ex-Im), and the U.S. Overseas Private Investment Corporation (OPIC). The Grantee is also expected to attend the meetings with the Contractor that will be held at the offices of the IFIs in Istanbul or Ankara, Turkey. During the meetings the Contractor shall present to the IFIs a project prospectus addressing:

- Project overview;
- Brief plant description and technical feasibility;
- Project cost, project economics with net present value, payback period and internal rate of return; and,
- Equity partnership opportunities (for third party investors such as GE Finance, potential U.S. Investor through OPIC and Host Country commercial banks).

The terms and conditions of potential funding shall be discussed in detail to provide the Grantee with comparative guidance on project finance. For syndicated loans, all lending institutions and their potential portions in the portfolio should be identified.

Task 8 Deliverable: The Contractor shall prepare and deliver to the Grantee a report that contains all information collected and work performed under Task 8.

Task 9: Legal and Regulatory Framework Review

The Contractor shall review the pertinent regulatory and legal framework that has a bearing on electricity distribution networks and Smart Grid implementation in Turkey. The Contractor shall review permitting and licensing requirements with the Ministry of Energy and Natural Resources, local building/structural codes, local right-of-way, and zoning ordinances, among other considerations.

The Contractor shall discuss any Energy Market Regulatory Agency rulings that would provide incentives or pose roadblocks for the implementation of the Project with the Grantee.

Task 9 Deliverable: The Contractor shall prepare and deliver to the Grantee a Legal and Regulatory Framework Review report that contains all the information and findings collected under Task 9.

Task 10: U.S. Sources of Supply

The Contractor shall assess the availability of U.S. sources of supply for the Project. The Contractor shall prepare a Project summary sheet, incorporating the publically releasable data, which shall be distributed to all U.S. firms. The Contractor shall develop a qualified and interested U.S. Vendors List inclusive of the engineering companies and equipment manufacturers. The Contractor shall hold brief telephone interviews with the potential vendors to confirm the availability of equipment and services, their interest in the Turkish market and the U.S. content of their offerings. Business name, point of contact, e-mail, physical address, telephone and fax numbers and an indicative U.S. content percentage shall be included in the list.

Task 10 Deliverable: Upon completion of Task 8, the Contractor shall submit the Project summary sheet and the Qualified and Interested U.S. Vendors List to the Grantee.

Task 11: Final Report and Presentation

The Contractor shall prepare and submit to the Grantee a draft Final Report which includes all analyses and findings performed under Tasks 1-10. The draft report shall be prepared per USTDA format and content guidelines. Senior members of the Contractor's project team shall travel to Ankara, Turkey and make a presentation to the Grantee to explain the findings of the Study with special emphasis on project implementation.

Once the Grantee has provided comments to the draft Final Report, The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (Final Report). 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. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement

ANNEX 6



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 [To be completed by USTDA]	Feasibility Study	Technical Assistance	Other (specify)
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Activity Title [To be completed by USTDA]

Full Legal Name of U.S. Firm

Business Address (street address only)

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

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

Please provide a list of directors and principal officers as detailed in Attachment A. Attached? (Not Applicable for U.S. Publicly Traded Company)	Yes
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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
	No

If so, please provide the name of the U.S. Firm's parent company(ies). 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
	No

If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?	Yes
	Not applicable

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 an 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. **(U.S. publicly traded companies need not include Articles of Incorporation or Good Standing Certificate)**
3. Neither the U.S. Firm nor any of its directors and principal officers have, within the ten-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 directors and 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		Signature	
Title			
Full Legal Name of U.S. Firm		Date	



ATTACHMENT B

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

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

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]	
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Activity Title [To be completed by USTDA]	
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Full Legal Name of U.S. Firm	
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Full Legal Name of Shareholder	
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Business Address of Shareholder (street address only)	
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Telephone number		Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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Country of Shareholder’s Principal Place of Business	
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Please provide a list of directors and principal officers as detailed in Attachment A. Attached?	Yes
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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.	
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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.	
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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
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duly organized, validly existing and in good standing under the laws of: .

2. 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.
3. Neither the subcontractor nor any of its directors and principal officers have, within the ten-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.
4. Neither the subcontractor, nor any of its directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. 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.
6. 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.
7. 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	<input type="text"/>	Signature	<input type="text"/>
Title	<input type="text"/>		
Full Legal Name of Subcontractor	<input type="text"/>	Date	<input type="text"/>