

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

VIETNAM PHU CUONG 1 WIND FARM PROJECT

Submission Deadline: **4:00 PM**
LOCAL TIME
SEPTEMBER 01, 2015

Submission Place: Mr. Pham Quoc Anh
Phu Cuong Group Corporation
General Manager
Address: 5 Nguyen Binh Khiem St., Ben Nghe Ward, Dist. 1
Ho Chi Minh City, Viet Nam
Phone: +84-83-911-9955
Fax: +84-83-911-9977

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\$807,000 to Phu Cuong Group Corporation (the “Grantee”) in accordance with a grant agreement dated July 8, 2015 (the “Grant Agreement”) for a Feasibility Study on a 170-megawatt (MW) wind power project (“Project”) in Vietnam (“Host Country”). 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

USTDA approved funding for a Feasibility Study to develop the Phu Cuong 1 Wind Farm Project. Vietnam has seen a substantial increase in its electric power demands over the past decade as its economy continues to develop, and the country plans to accelerate wind power deployment. The Grantee is seeking to develop multiple, near-offshore wind power projects along the coastline in Soc Trang province. The Grantee has secured access to over 65 kilometers of the Soc Trang coastal area for wind energy development and has plans to develop a pipeline of near-offshore wind projects that could generate up to 2,000 MW. The first of these projects will be the 170 MW Phu Cuong 1 Wind Farm Project at the southern end of the Soc Trang coastline, which will provide electricity to local customers. This total Project would be implemented in three phases, with capacities of 30, 60, and 80 MW, respectively. Portions of a background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

The purpose of the Feasibility Study is to examine the viability of a 170 MW wind power Project. The focus of the Feasibility Study will be to perform a supplemental wind resource and energy assessment, water surveying and geotechnical work, an assessment of the permitting and land control issues, a logistics study, an electrical grid interconnection study and foundation design, a review of operational risks and issues, construction cost estimates and schedule, a preliminary assessment of the environmental and social impacts, an assessment of the potential developmental impacts, and a financing plan.

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\$807,000. **The USTDA grant of US\$807,000 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\$807,000 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 the Phu Cuong 1 Wind Farm Project.

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\$807,000.

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:

Mr. Pham Quoc Anh
Phu Cuong Group Corporation
General Manager
Address: 5 Nguyen Binh Khiem St., Ben Nghe Ward, Dist. 1
Ho Chi Minh City, Viet Nam
Phone: +84-83-911-9955
Fax: +84-83-911-9977

An Original and eight (8) copies of your proposal, together with 2 CDs of the submitted documents in soft-copy, must be received at the above address no later than 4:00 PM local (Vietnam) time, on September 01, 2015.

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 and eight (8) copies should be collectively wrapped and sealed, and clearly labeled, including the contact name and the name of the project.

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

2.15 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\$807,000, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal together with 2 CDs of the submitted documents in soft-copy. 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:

Technical Proposal (30)

Overall technical approach for performing the Feasibility Study (10)

Plan for wind resource assessment and project design (10)

Plan for ensuring accurate cost estimates (5)

Technical approach for the financial analysis for the Project (5)

Personnel and Management Plan (30)

Experience and expertise of the Project Manager in developing, financing, and managing wind energy projects in developing markets (10)

Experience and expertise of the team personnel in fulfilling the various functions of each component of the Feasibility Study (15)

Quality Assurance Plan and Outline of Business Integrity Management Plan (5)

Offeror's Technical Capability and Past Performance (35)

Offeror's experience and years of performance in wind power development, design, and/or construction (15)

Offeror's experience working with renewable energy finance institutions, including

commercial banks, export credit agencies, and international development finance institutions (10)

Offeror's experience working with governmental agencies, contractors, and suppliers in Vietnam (5)

Offeror's experience working on similar intertidal or near-shore wind power projects (5)

Training Capabilities, Experience and Plan (5)

Capabilities, experience and plan for providing high quality working cost and financial models and providing training in these models.

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

Price will not be a factor in contractor selection.

ANNEX 1

GRANTEE CONTACT PERSON, DELIVERY & STREET ADDRESS, PHONE, FAX

Mr. Pham Quoc Anh

Phu Cuong Group Corporation

General Manager

Address: 5 Nguyen Binh Khiem St., Ben Nghe Ward, Dist. 1
Ho Chi Minh City, Viet Nam

Phone: +84-83-911-9955

Fax: +84-83-911-9977

CODE IDENTIFICATION: Activity No. 2015-31016A

PROJECT TITLE: Phu Cuong 1 Wind Farm 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. PHU CUONG 1 WIND FARM 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 the Phu Cuong 1 Wind Farm Project, the first in a planned series of near-offshore wind power projects along Vietnam's southern coastline in Soc Trang province.

BRIEF PROJECT BACKGROUND AND DESCRIPTION OF GRANTEE

USTDA approved funding for a feasibility study to develop the Phu Cuong 1 Wind Farm Project. Vietnam has seen a substantial increase in its electric power demands over the past decade as its economy continues to develop, and the country plans to accelerate wind power deployment. The Grantee is seeking to develop multiple, near-offshore wind power projects along the coastline in Soc Trang province. The Grantee has secured access to over 65 kilometers of the Soc Trang coastal area for wind energy development and has plans to develop a pipeline of near-offshore wind projects that could generate up to 2,000 MW. The first of these projects will be the 170 MW Phu Cuong 1 Wind Farm Project at the southern end of the Soc Trang coastline, which will provide electricity to local customers. This total Project would be implemented in three phases, with capacities of 30, 60, and 80 MW, respectively. Portions of a background Definitional Mission is provided for reference in Annex 2.

BRIEF DESCRIPTION OF STUDY COMPONENTS

The focus of the feasibility study will be to perform a supplemental wind resource and energy assessment, water surveying and geotechnical work, an assessment of the permitting and land control issues, a logistics study, an electrical grid interconnection study and foundation design, a review of operational risks and issues, construction cost estimates and schedule, a preliminary assessment of the environmental and social impacts, an assessment of the potential developmental impacts, and a financing plan.

The U.S. firm selected will be paid in U.S. dollars from a \$807,000 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 (local time), September 01, 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

PUBLIC VERSION

VIETNAM WIND POWER AND RENEWABLE ENERGY DEFINITIONAL MISSION

Final Report: Public Appendix 2

Project Recommendation For

Phu Cuong 1 – Soc Trang Wind Farm Project Feasibility Study

RFP-CO201431025



June 14, 2014

Submitted by:

Emerging Markets Infrastructure LLC
316 Missouri Ave.
Herndon, VA 20170
(703) 870-7164
dougshuster@emergingmarketsinfrastructure.com

3E Consulting LLC
11305 Buckleberry Path
Columbia, MD 21044
410-908-4987
jrezaiayn@verizon.net

Submitted to:

Ms. Pinsuda Alexander
Country Manager / COTR
US Trade and Development Agency



This report was funded by the US Trade and Development Agency (USTDA), an agency of the US 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.

PUBLIC VERSION



The US Trade and Development Agency

The U.S. Trade and Development Agency helps companies create U.S. jobs through the export of U.S. goods and services for priority development projects in emerging economies. USTDA links U.S. businesses to export opportunities by funding project planning activities, pilot projects, and reverse trade missions while creating sustainable infrastructure and economic growth in partner countries.

Vietnam: Wind Power and Renewable Energy Sector Definitional Mission

PUBLIC VERSION

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Phu Cuong 1 – Soc Trang Wind Farm Project

A. Executive Summary

Vietnam's robust industrialization process has fueled its surging demand for energy in general and electricity in particular. The Government of Vietnam (GVN) expects electricity consumption to grow by 12-16 percent annually through 2015. This soaring demand is attributed both to increasing industrial and residential use. Power shortages are common now and are expected to worsen during this period if adequate measures are not taken to increase the power supply accordingly. Coal is the number one source of energy, followed by natural gas and oil. To address energy security and demand, the 2011 GVN Power Development Plan through 2020 emphasizes state utility restructuring, power market liberalization, energy efficiency and renewable energy development.

To support its renewable energy goals for wind energy development, GVN is providing a variety of market incentives to support development and has funded a variety of studies to assess wind as an energy source in Vietnam. The conclusion is that Vietnam has significant areas suitable for utility-scale wind development and that it had the best wind resource in the region. These studies identified significant resources and indicated that the best areas for development were along the southern and south-central coasts and in mountain gaps in central Vietnam. By November 2013, there were 45 registered wind projects. Unfortunately many of these projects have been stymied due to lack of developer expertise, low Feed-In Tariff rates and financing.

Phu Cuong Group (PCG), a Vietnamese group of 21 companies with a wide range of businesses, including seafood processing and export and real estate development, plans to develop multiple, near-offshore wind power projects along the Soc Trang coastline in Vietnam. The total project size may be as large as 2,000 MW, but the first project, Phu Cuong 1-Soc Trang Wind Farm Project (Project), is planned to be 170 MW. It will likely be constructed in stages (30 MW, 60 MW, 80MW). To construct the Project, PCG has contracted 2435 hectares (~6025 acres) just off the coast of Soc Trang, in an area with water depths of less than 5 m. Based on the initial calculations, it is estimated that total Project costs could easily reach more than \$400 million with realistic U.S. export potential of more than \$222 million in the next 5 years. **[REDACTED]**

To ensure that this Project reaches fruition with a guided plan for implementation and funding, the proposed Feasibility Study (FS) would include tasks such as a wind resource and energy assessment; review of permitting and land control issues; basic design, including electrical grid interconnection and foundation design; construction cost estimates and schedule; and a financing plan.

In addition to assisting GVN reach its renewable energy and energy security goals, the Project would contribute to sustainable development by contributing additional infrastructure to the

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region and providing additional jobs and training. Based on our analysis, the total Project costs could easily reach \$700 million with a realistic U.S. export potential of \$400 million in the next 10 years. The Project has strong potential developmental impacts, overall positive environmental impacts, and fits well with the Government of Vietnam's plans to promote renewable energy. The DM Team recommends USTDA grant funding in the amount of \$807,000 for the FS.

B. Project Background and Description

B.1 Vietnam Wind Power Sector Background

B.1.i Energy Sector Overview

Vietnam is a country rich in energy resources. The New and Renewable Energy Department of Vietnam estimates that 2010 exploitable energy sources outpaced demand by about 30%. But expanding demand for electricity is expected to soon outpace development of natural resources, so that by 2015, the surplus would only be 6%. By 2020 there will be a shortfall of 12% and by 2030 the shortfall will be close to 30%. Coal is the number one current source of fossil fuel, but significant reserves of natural gas and oil exist.

The country's robust industrialization process has fueled its surging demand for energy in general and electricity in particular. The GVN expects electricity consumption to grow by 12-16 percent annually through 2015. This soaring demand is attributed both to increasing industrial and residential use. Power shortages are expected during this period if adequate measures are not taken to increase the power supply accordingly. It is also estimated that an additional capacity of 4,000 MW will be required per year on average during the 2011 - 2015 time period to meet rapidly growing demand for power.

- *US Commercial Service, Doing Business in Vietnam: 2013 Country Commercial Guide for U.S. Companies*

B.2.ii Sector Outlook

Electrical power growth is determined based on national power development plans, which forecast growth and map development to meet this demand. These plans go out 10 years, but provide an overview for the next twenty years. The most recent power plan, Power Master Plan VII (PMP VII) was approved in July 2011. It lays out a specific plan through 2020 and a vision through 2030. The plan emphasizes:

- EVN restructuring
- Power market liberalization
- Energy efficiency
- Renewable energy development.

This same plan predicts GDP growth between 7-8% annually and electricity demand growth of 12-16% through 2015. Despite these robust predictions, challenges remain for foreign investment in electricity projects. MOIT has already begun to revise its predictions based on slower than projected economic growth. Additionally, despite moves to restructure the electricity sector, significant hurdles remain to foreign investment, including:

- Legal and regulatory hurdles
- Low PPA prices by EVN
- Lack of a competitive market

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- Poor coordination among government agencies
- Inexperienced private generation sector.

In support of these goals, the plan lays out specific targets for power generation, which can be seen below in Figure 1.

	Targeted Capacity by 2020	Targeted Capacity by 2030
Wind Power	1,000 MW	6,200 MW
Biomass Power	500 MW	2,000 MW
Hydropower	17,400 MW	/
Pumped Storage Hydropower	1,800 MW	5,700 MW
Gas-fired Thermal Power	10,400 MW (with electricity production of about 66 billion kWh)	11,300 MW (with electricity production of about 73.1 billion kWh)
Coal-fired Thermal Power	36,000 MW (with electricity production of about 156 billion kWh)	75,000 (with electricity production of about 394 billion kWh)
Nuclear Power	First nuclear power plant to be put into operation.	10,700 MW (with electricity production of about 70.5 billion kWh)
LNG Power	2,000 MW	6,000 MW

Source: Mayer Brown JSM

Figure 1: Targeted Capacity

For renewable energy, these numbers equate to 5.6% of total installed capacity in 2020 and 9.4% by 2030. These growth targets show a clear commitment by the Vietnamese government to increase the amount of all renewable energy and especially wind power in the country.

Wind Sector Growth Potential

In addition to the specific targets listed above, Vietnam provides additional support for wind energy:

- EVN is required to purchase all electricity generated from renewable energy resources based on a standardized PPA agreement
- Grid-connected wind projects qualify for a feed in tariff (FIT) of \$0.078/kWh
 - \$0.068 will be paid by EVN
 - \$0.010 will be paid from the Environmental Protection Fund (VEPF)
- Wind power development and investment projects get an investment credit incentive from the State
- Import tax is waived for goods which cannot yet be produced locally
- Tax incentives
 - 10% tax rate for 15 years, possible extension to 30 years

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- Tax exemption for first 4 years, 50% reduction for next 9 years
- Accelerated depreciation: 1.5 times faster than normal
- Waiver of the land-use levy and fees
- Waiver of the environment protection fee

Wind Power Potential

Several significant initiatives have been undertaken to assess Vietnam's wind power potential. The first major effort was the 2001 Wind Energy Resource Atlas of Southeast Asia, funded by the World Bank Asia Alternative Energy Program and conducted by AWSTruepower, LLC (then Truewind Solutions). This was a mesoscale mapping exercise that covered Vietnam, Laos, Cambodia and Thailand. The purpose was to facilitate wind energy development at utility and smaller scale. The resulting map from this report can be seen below in Figure 3.

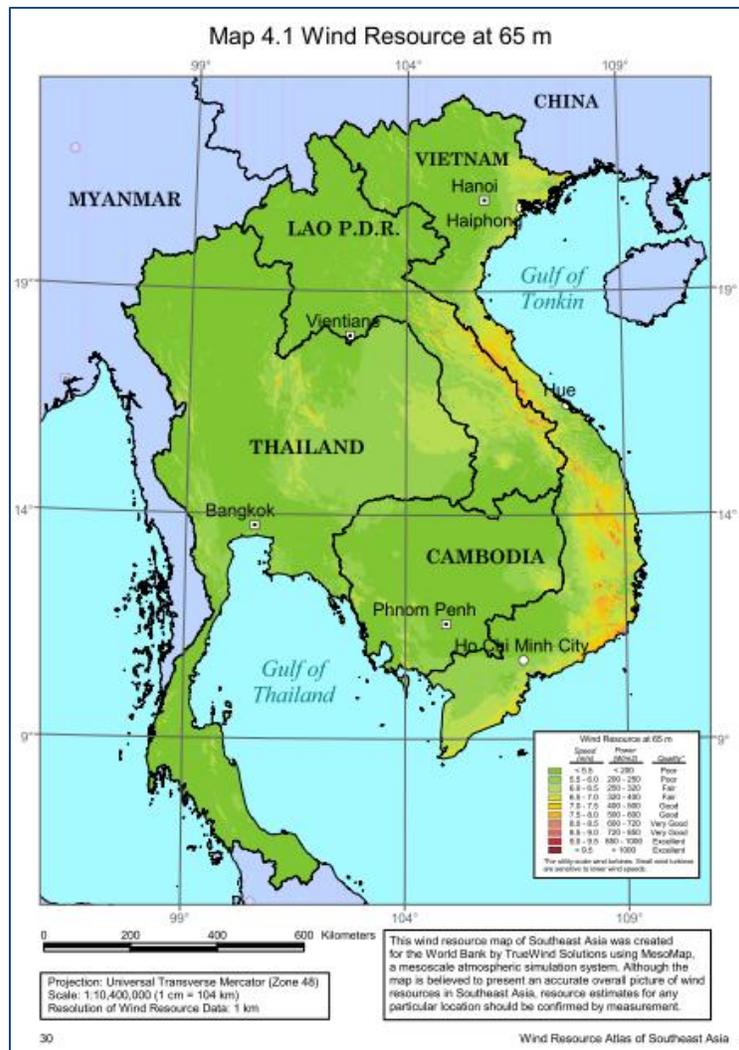


Figure 2: 2001 Southeast Asia Wind Map

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(Source: Wind Energy Resource Atlas of Southeast Asia, Truwind Solutions, 2001)

This analysis concluded that Vietnam had significant areas that were suitable for utility-scale wind development and that it had the best wind resource in the region. Table 1, below, summarizes the results at 65 m.

Country	Characteristic	Poor < 6 m/s	Fair (6-7 m/s)	Good (7-8 m/s)	Very Good (8-9 m/s)	Excellent (> 9 m/s)
Cambodia	Land Area (Sq. Km)	175468	6155	315	30	0
	% of Total Land Area	96.4%	3.4%	0.2%	0.0%	0.0%
	MW Potential	NA	24620	1260	120	0
Laos	Land Area (Sq. Km)	184511	38787	6070	671	35
	% of Total Land Area	80.2%	16.9%	2.6%	0.3%	0.0%
	MW Potential	NA	155148	24280	2684	140
Thailand	Land Area (Sq. Km)	477157	37337	748	13	0
	% of Total Land Area	92.6%	7.2%	0.2%	0.0%	0.0%
	MW Potential	NA	149348	2992	52	0
Vietnam	Land Area (Sq. Km)	197342	100361	25679	2187	113
	% of Total Land Area	60.6%	30.8%	7.9%	0.7%	0.0%
	MW Potential	NA	401444	102716	8748	452

*For large wind turbines only. Potential MW assumes an average wind turbine density of 4 MW per square kilometer and no exclusions for parks, urban, or inaccessible areas. Wind speeds are for 65 m height in the predominant land cover with no obstructions.

Table 1: Wind Energy Potential of SE Asia at 65m

(Source: Wind Energy Resource Atlas of Southeast Asia, Truwind Solutions, 2001)

For the next major effort, in 2007 MOIT commissioned a group of consultants to carry out a “Wind Resource Assessment at Selected Sites in Vietnam”. The project led a two-year wind monitoring program at three potential wind power sites. This work concluded in 2010.

For the next major effort, MOIT commissioned AWS Truepower, LLC to update the 2001 wind map which resulted in the “Wind Resource Atlas of Vietnam”, dated March 18, 2011. This was conducted with a horizontal resolution of 200 m and maps at 60, 80 and 100 m were generated.

These new maps identified approximately 2,200 MW of sites with a mean wind speed above 7 m/s and another 24,000 MW of sites with average wind speed between 6 m/s and 7 m/s. It indicated the best areas for development were along the southern and south-central coasts and in mountain gaps in central Vietnam.

Various sources, both public and private, have installed meteorological towers across Vietnam. As of 2012, there were more than 60 towers of 60 m or taller with an average of 12 months of data. These data show wind speeds that are similar to the averages predicted in the Wind Resource Atlas.

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Below is a list of the 45 registered wind projects as of November 2013, by province.

Province	No of Investors	No of Projects	Installed capacities (MW)	Status				
				IR	IP	TD	UC	IO
Ninh Thuan	9	13	1068	8	4	1		
Binh Thuan	12	20	2000	14	4	1		1
Ba Ria-Vung Tau	1	1	6		1			
Tien Giang	1	1	100	1				
Ben Tre	2	2	280	2				
Tra Vinh	1	1	93	1				
Soc Trang	4	4	350	4				
Bac Lieu	1	1	99				1	
Ca Mau	2	2	300	2				
Total	33	45	4296	32	9	2	1	1

Table 2: Registered Wind Projects as of June 2012

(Source: Wind Power Development in Vietnam presentation, Hanoi, November 2012)

B.2 Phu Cuong 1 Soc Trang Wind Power Project (Project)

[REDACTED]

C. Project Sponsor Capabilities and Commitment

Phu Cuong Group Corporation is a group of 21 companies with a wide range of business including: seafood processing and export, real estate development and renewable energy. They started business in the early 1990s and have continuously grown since then. They have over 10,000 employees [REDACTED]. The company's businesses include:

Seafood - PCG owns numerous seafood processing plants, mainly in the Mekong Delta region of Vietnam. They focus on being close to fishing centers to ensure quality and freshness of their product. They also own a 400 hectare aquaculture farm. Their total production capacity is more than 50,000 tons per year and they export directly to the U.S., EU, Australia, Russia, Korea, Canada, New Zealand, Singapore, Thailand, China, Hong Kong, and Middle East.

Real Estate Development - PCG also invests, develops and manages real estate in Vietnam. Their largest project is development of the Phu Cuong New Urban Complex in the coastal city in Kien Giang Province. The project is 418 hectares on the coastal side of Rach Gia City. The entire complex is designed to hold up to 15,000 inhabitants plus commercial space, administrative areas, fishing port, hotels and tourist facilities. [REDACTED]

Services and Tourism - PCG also provides various services to customers. Shipping and other services for the fishing sector play a major role. They also provide public transportation and

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accommodation services. In addition, they own a tourist company.

Renewable Energy - Soc Trang Wind Farm is PCG's first energy project. However, unlike some of the other project sponsors reviewed during the definitional mission, the company's management seems extremely committed to succeeding. They have dedicated qualified staff and excellent consultants on their team. For renewable energy development, they are well connected with both the national and provincial governments and have necessary support. [REDACTED]

D. U.S. Export Potential

[REDACTED]

E. Foreign Competition and Market Entry Issues

Significant foreign competition exists in the Vietnam's wind power market. In particular, German and Chinese companies are actively pursuing projects. Chinese companies are very active in the region and almost always bring low interest Chinese Government financing for their equipment. The DM Team was informed that the Government of Vietnam had put in place certain standards which would effectively exclude Chinese wind turbines, such as Goldwind, from the market due to concerns over quality. German turbine manufacturers Vestas and Seimens are actively pursuing the market and the Government of Germany has been actively supporting the wind market in Vietnam for several years. GIZ has done several wind studies for the for the Ministry of Industry and Trade, provides capacity building with training for practitioners, and is developing curricula at technical colleges and schools at the provincial level. KfW is planning to look at 20 sites in Vietnam in order to get them ready for KfW loan financing in support of German suppliers.

As seen in Appendix 1, the potential for U.S. exports is significantly higher for a U.S. ExIm Bank financed transaction (\$233 million) versus a non-U.S ExIm Bank financed transaction (\$66 million). The \$66 million represents the fact that if Vestas, Siemens, GE or other global manufacturers supply the project from non-U.S. manufacturing sites there could still be significant U.S exports, but only about 20% of total possible U.S. exports vs. 70% for a U.S. ExIm Bank financed project. [REDACTED]

F. Evaluation Strategy

[REDACTED]

G. Implementation Financing

[REDACTED]

H. Development Impact

Vietnam's dedication to renewable energy is an impressive initiative which will enable the country to reduce carbon emissions as well as maintain energy security and meet their growing power demand. This project supports Vietnam's goals and initiatives, but provides additional developmental impacts.

The proposed Project would have significant developmental impacts if fully implemented, including the following:

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Infrastructure – The Project will entail construction of 170 MW of wind power generation. The Project would enable the Vietnam grid, which is lopsided due to high capacity in the North and high load in the South, to handle additional load in the southern part of the country. The Project would include the construction of 110 kV transmission infrastructure, including a substation to step up the 22 kV plant power. The Project would advance the construction of the Vin Chau 220 kV substation and connection to the grid (about 30 km).

Human Capacity Building – Implementation of the Project would generate approximately 300 new construction jobs and 20 full time positions to run the wind farm. Additionally, the wind farm implementation will require considerable training in new technologies. Training is typically provided as part of a procurement package for new systems.

Technology Transfer and Productivity Improvement – The Project will introduce a wide range of expertise and technologies to the PCG staff to assist them in the management of the wind farm.

Environment: The overall environmental impact of is positive due to the fact that the Project, if fully implemented, would minimize the use fossil fuel fired generation. Renewable energy as an alternative to carbon-based energy is desirable for environmental sustainability, as it reduces the associated emissions and criteria pollutants of fossil fuel combustion.

I. Environmental Impact

The only potentially toxic or hazardous materials are relatively small amounts of lubricating oils and hydraulic and insulating fluids. Although wind power plants have relatively little impact on the environment compared to fossil fuel power plants, concerns have been raised over the sound produced by the rotor blades, visual impacts, and deaths of birds and bats that fly into the rotors (avian/bat mortality). In addition, construction of facilities such as new substations may lead to certain negative environmental impacts, which must be mitigated through the use of modern construction practices in accordance with applicable laws in Vietnam. The FS will include an environmental impact assessment which will address these issues and recommend strategies to mitigate these negative impacts.

J. Impact on US Labor

The Project, if fully implemented, would entail the deployment of a 170 MW wind farm. Based upon the DM team's review, this Project does not provide: (a) any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States; (b) assistance for any project or activity that contributes to the violation of internationally recognized workers' rights; or (c) direct assistance for establishing or expanding production of any commodity for export by any country other than the United States, if the commodity is likely to be in surplus on world markets at the time the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity.

K. Qualifications

Contractor Qualifications – This is a highly technical Project in the field of renewable power generation. The key technical people are the Project Manager, Senior Civil Engineer, Senior

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.

Version 01.17.2014

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 the Phu Cuong Group Corporation (“Grantee”). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$807,000 (“USTDA Grant”) to fund the cost of goods and services required for a feasibility study (“Study”) on the proposed Phu Cuong 1 Wind Farm Project (“Project”) in Vietnam (“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. The Grantee shall provide the Contractor with access to all available information, data, and documentation regarding the Project that is in the possession and/or control of the Grantee.

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 March 30, 2016, 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 its General Manager. 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: Phu Cuong Group Corporation
Address: 5 Nguyen Binh Khiem St., Ben Nghe Ward, Dist. 1
Ho Chi Minh City, Viet Nam
Phone: +84 83 911 9955
Fax: +84 83 911 9977
E-Mail: quocanh@phucuonggroup.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: south_southeast_asia@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 15/16 1001
Activity No.: 2015-31016A
Reservation No.: 2015152
Grant No.: GH201531152

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.

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IN WITNESS WHEREOF, the Government of the United States of America and the Phu Cuong Group Corporation, 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**

**For
the Phu Cuong Group Corporation**

By: 

By: 

Date: July 8, 2015

Date: 08 Jul 2015

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 the Phu Cuong Group Corporation (“Client”), dated _____ (“Grant Agreement”). The Client has selected _____ (“Contractor”) to perform the feasibility study (“Study”) for the Phu Cuong 1 Wind Farm Project (“Project”) in Vietnam (“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.

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 March 30, 2016, 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 15/16 1001
Activity No.:	2015-31016A
Reservation No.:	2015152
Grant No.:	GH201531152

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:	Pham Quoc Anh
Title:	Deputy General Manager
Phone:	+84 123 684 9999
Fax:	+84 8 3911 9977

E-Mail: quocanh@phucuonggroup.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 Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

ANNEX 5

Annex I

Terms of Reference

Background

Phu Cuong Group Corporation (Grantee) plans to develop multiple, near-offshore wind power projects along the Soc Trang coastline in Vietnam. The total projects may be as large as 2,000 megawatts (MW), but the first project, Phu Cuong 1 Wind Farm Project (Project), is planned to be 170 MW. It will likely be constructed in stages (30 MW, 60 MW, and 80 MW). To construct the Project, the Grantee has contracted 3300 hectares, or approximately 8154 acres, just off the coast of Soc Trang; this area has water depths of less than 5 meters.

Objective

The aim of this Terms of Reference is to perform a full Feasibility Study (Study) for the Project, including:

- (1) Wind resource assessment and energy estimate;
- (2) Land and water surveying and geotechnical work;
- (3) Assessment of the permitting and land control issues;
- (4) A logistics study;
- (5) Basic design, including electrical grid interconnection and foundation design;
- (6) Review of operational risks and issues;
- (7) Construction cost estimates and schedule;
- (8) Assessment of the preliminary environmental and social impacts of the Project;
- (9) Analysis of key host country development impact;
- (10) Developing a financial model to transfer the Grantee; and
- (11) Developing a financing strategy.

Each of the tasks below shall provide the Grantee with assessments that are not static, but can be modified by the Grantee after the Study is complete. This will allow the Grantee to modify individual assumptions and see their effect on the overall Project. For example, certain availability assumptions will be made as part of the energy estimates, but the turbine vendor(s) may offer an increased availability warranty for a certain additional cost. The deliverables should be designed such that the Grantee can easily model the effects of such a change and evaluate if the increased availability is worth the additional cost.

All deliverables and the Final Report shall be submitted in both English and Vietnamese languages.

The following are the Terms of Reference for the Study:

Task 1: Kickoff Meeting and Work Plan Development

The Contractor shall travel to Vietnam to meet with the Grantee and other stakeholders, as identified by the Grantee, to kickoff the Study.

The Contractor shall develop and deliver a draft work plan for the Study to the Grantee prior to the kickoff meeting. The Contractor and Grantee shall mutually agree on a final work plan during the kickoff meeting.

The Contractor shall prepare and submit to the Grantee a trip report that provides all kickoff meeting notes, including a list of attendees and resolutions.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 1, including, but not limited to the draft and final work plans and a trip report.

Task 2: Wind Resource Assessment and Energy Estimates

The Contractor shall collect wind data and Project site location information from the Grantee, including all background documentation. The Contractor shall also acquire all relevant publically available data. Based on this data, the Contractor shall conduct a full wind resource and energy assessment of the Project site, including, but not limited to:

1. Data cleaning and Quality Assurance/Quality Control review of the Grantee's data;
2. Extrapolation to long-term (no less than 10 years and as determined by the Grantee);
3. Vertical extrapolation to hub-height(s);
4. Flow-modeling to extrapolate the wind resource over the Project site;
5. Setback and buffer review;
6. Layout optimization for not less than four turbine models and/or turbine configurations (the Contractor shall consider factors including, but not limited to hub-height, hot/cold weather package, noise reduction package, anti-corrosion, lightning protection, prognostics package, Project area, park efficiency, cost estimation of interconnection, optimum total MW, and Project size);
7. Shadow flicker and sound calculation for each layout optimization;
8. Estimation of energy output for each layout optimization, including an assessment of losses due to factors including, but not limited to local topography, climate, transmission loss, and auxiliary systems consumption;
9. Monthly and diurnal production estimates (12x24 production matrix for all 12 months and all 24 hours);
10. Annual hourly energy estimates (8760), including the P50, P75, and P90 values for the wind resource, and also take into account how the monsoon season impacts the wind resource;
11. Uncertainty analysis; and
12. Based on (1) to (11), the Contractor shall provide the Grantee with recommendations for additional data acquisition and study.

In completing Task 2, the Contractor shall adhere to all standards required by international financiers and ensure that all assessments, methodologies, and generation scenarios used meet standards for international financiers. The Contractor shall utilize findings and recommendations from Task 2 in Task 13 to determine, in consultation with the Grantee, which layout optimizations are best for the Project.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 2, including, but not limited to a wind resource and energy assessment report. The assessment report shall include, but not be limited to clear net energy estimates and uncertainty analysis for use as inputs to the financial model and financing plan. The Contractor shall present the results in a report as well as an editable electronic format (Microsoft Excel or similar) which can be modified by the Grantee.

Task 3: Permit and Land Control Review

The Contractor shall review the legal and government documents provided by the Grantee to review the acceptability of such documents by international financing agencies. The Contractor shall develop a roadmap of all required legal and regulatory steps (including, but not limited to permitting and land control) for the Project and identify any uncompleted steps.

Deliverable(s): The Contractor shall provide the Grantee a report of all work performed under Task 3, including, but not limited to a roadmap of the legal process to successfully complete the Project. The Contractor shall provide the Grantee with a review of the current Project documents.

Task 4: Logistics Study

The Contractor shall develop a transportation and logistics plan for the Project to successfully transport equipment to and from the Project site. The plan shall account for likely turbine models and transit paths for the Project and include detailed logistical analysis of the use of this plan. The Contractor shall review both land and sea routes and provide detailed cost estimates of the routes.

Deliverable(s): The Contractor shall provide the Grantee with a report of all work performed under Task 4, including, but not limited to a transportation and logistics plan and cost estimates to successfully transport equipment to and from the Project site. Costs shall be delivered in a report, as well as an editable electronic document (Microsoft Excel or similar) that can be modified by the Grantee, with a detailed breakdown of all inputs (including unit costs and number of units estimated) used to arrive at the final costs.

Task 5: Basic Civil Design

The Contractor shall design all necessary civil infrastructure for the Project, including, but not limited to detailed to-scale maps of roads, crane-pads, staging areas, operations buildings, one-line diagrams for electrical collection system, any necessary Project transmission lines and Project sub-station between the turbines and the grid system, supervisory control and data acquisition (SCADA), and telecommunications connection. The Contractor shall also provide a detailed break-down of all the costs associated with this construction and sourcing. The break-down shall include cost estimates to be used as inputs to the financial model. The Contractor shall lead or assist the Grantee in discussions with turbine manufacturers to determine pricing for various turbine options, including, but not limited to service and warranty. Because this Project is near off-shore (0-5 meters of water depth), specific care must be taken to provide adequate design and

cost estimates. The Contractor shall also obtain information from the Grantee regarding any potential future phases of the wind power plant to learn how such potential future phases may impact the Project design. The Contractor shall take into account such potential impacts in the design and cost estimates.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 5. The Contractor shall provide the Grantee paper and editable electronic copies in AutoCAD or similar format of all design documents. Documents shall include one-line diagrams for electrical designs and detailed to-scale maps of roads, crane-pads, staging areas, operations buildings, and electrical systems. The Contractor shall also provide a detailed break-down of all costs associated with this construction and sourcing. Costs shall be delivered in a report, as well as an editable electronic document (Microsoft Excel or similar) that can be modified by the Grantee, with a detailed breakdown of all inputs (including unit costs and number of units estimated) used to arrive at the final costs.

Task 6: Interconnection Study

The Contractor shall analyze the interconnection of the grid system in the region to develop a baseline understanding of the grid system's current status. Based on such analysis, the Contractor shall model the Project's impact to the grid system. This analysis shall model congestion expected and determine any likely necessary grid system upgrades and estimate their costs.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 6, including, but not limited to an interconnection study that describes the impact this Project will have on the grid system, and any upgrades necessary along with costs. Costs will be delivered in a report, as well as an editable electronic document (Microsoft Excel or similar) that can be modified by the Grantee, with a detailed breakdown of all inputs (including unit costs and number of units estimated) used to arrive at the final costs.

Task 7: Land and Water Surveying and Geotechnical Work

The Contractor shall conduct land and water (bathymetry) surveying necessary to complete basic civil design, layout optimization, and facilitate final design of the Project. The bathymetry surveying shall be done at the 1:5,000 scale. In addition, the Contractor shall conduct meteorological and hydrological surveys and conduct and evaluate soil borings at positions sufficient for basic foundation design.

The Contractor shall use the land survey to estimate the area of land required for the Project, which will be used as an input during the Grantee's development of a compensation plan.¹

Deliverable(s): The Contractor shall provide a report of all work performed under Task 7, including, but not limited to electronic maps of the surveyed area as well as print copies. Soil boring locations shall be identified on a map and the results of each boring shall be provided in a report.

¹ The Contractor shall provide an estimate of the area of land required for the Project. The Contractor shall not be responsible for developing a compensation plan.

Task 8: Foundation Design

The Contractor shall consider the potential turbine configurations and soil conditions at the Project site and make preliminary designs and associated cost estimates for one or more foundations that will adequately support the potential turbines. The Contractor shall examine multiple design options (including, but not limited to spread footing, rock anchors, and piles) and, after reviewing and discussing the options with the Grantee, the Contractor shall recommend the foundation design. The Contractor shall take into account the ease of installation, projected time associated with installation, and estimated costs in its recommendation.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 8, including, but not limited to detailed preliminary foundation design drawings and cost estimates in a written report, as well as an editable electronic document (Microsoft Excel or similar) that can be modified by the Grantee, with a detailed breakdown of all inputs (including unit costs and number of units estimated) used to arrive at the final costs.

Task 9: Preliminary Environmental and Social Impact Assessment

During Task 9, the Contractor shall take into account both local Vietnamese and World Bank regulations associated with environmental and social impacts that may apply to this Project. The Contractor shall conduct a preliminary environmental and social impact assessment for the Project, which shall be completed to the standards that would be expected by international multilateral agencies such as the Export-Import Bank of the United States and international financiers.

The Contractor shall conduct a preliminary review of the Project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies such as the Export-Import Bank of the United States. This review shall identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage. This review shall include the identification of steps that will need to be undertaken by the Grantee subsequent to the Study's completion and prior to Project implementation. The Contractor shall develop a list of steps that will need to be undertaken by the Grantee to meet Vietnamese standards and a list of steps that will need to be undertaken by the Grantee to meet World Bank standards.

The Contractor shall conduct a preliminary review of the social impacts of the Project and identify any high-risk areas that warrant further study. The Contractor shall develop a list of steps that will need to be undertaken by the Grantee to meet Vietnamese standards and a list of steps that will need to be undertaken by the Grantee to meet World Bank standards.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 9, including, but not limited to a report on the preliminary environmental and social impact assessment for the Project, which shall be completed to the standards that would be expected by international multilateral agencies such as the Export-Import Bank of the

United States and international financiers. The Contractor shall provide the Grantee with a report that identifies both local Vietnamese and World Bank regulations that apply for this Project. The Contractor shall develop a list of steps that will need to be undertaken by the Grantee to meet Vietnamese standards and a list of steps that will need to be undertaken by the Grantee to meet World Bank standards.

Task 10: Conduct an Analysis of the Key Host Country Development Impacts

The Contractor shall conduct a development impact assessment of the Project. The purpose of the development impact assessment is to provide the Project's decision makers and interested parties with a broader view of the Project's potential effects on Vietnam. The development impact assessment shall identify the anticipated impacts of the Project in the following categories:

- **Infrastructure:** The Contractor shall identify the anticipated infrastructure impacts of the Project, giving a brief synopsis and concrete examples of infrastructure impacts. Examples of infrastructure impacts related to implementation of the Project may include the installed wind turbines, roads, substations, high voltage transmission lines, etc.
- **Human Capacity Building:** The Contractor shall identify the anticipated number and types of local jobs that would be created or retained as a result of the Project. The Contractor shall also identify the number of local people who would receive training and the types of training programs required to implement and sustain the Project. The Contractor shall not include training performed under this Terms of Reference in the development impact assessment.
- **Technology Transfer and Productivity Enhancement:** The Contractor shall identify the anticipated advanced technologies that would be utilized for the Project. The Contractor shall also identify anticipated efficiencies that would be gained as a result of the Project.
- **Environment:** The Contractor shall identify potential negative and positive impacts of the Project, such as the decrease in emissions associated with use of wind power versus alternative generation sources.
- **Other:** The Contractor shall identify any other anticipated development impacts or benefits that would result from the Project, such as improved fiscal revenues flows to the Government of Vietnam, stability of the grid, and/or positive spin-off effects on other economic sectors.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 10, including, but not limited to a report detailing the results of the analysis of the key host country development impacts.

Task 11: Construction Schedule and Cost Estimate

The Contractor shall utilize findings and recommendations from other relevant tasks, including, but not limited to Task 2, Task 5, Task 6, Task 8, and Task 12 during the completion of Task 11.

The Contractor shall prepare a preliminary construction schedule and construction plan that includes, but is not limited to detailed cost and time estimates for each step. The

Contractor shall take into consideration life-cycle costs, construction insurance costs, and sensitivity analysis as well as recommended layout optimizations when building the cost estimates. The construction plan shall include a schedule of necessary procurement costs for the implementation of the Project that will feed into the financial model and financing plan, especially with regards to long lead-time procurements such as transmission interconnection infrastructure.

In addition, the Contractor shall present several contracting options (including, but not limited to: Engineering, Procurement, and Construction (EPC); Engineering, Procurement, and Construction Management (EPCM); Turnkey; and the Grantee's subcontracting directly) and make detailed cost estimates and recommendations for each option.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 11, including, but not limited to a hard copy and editable electronic copies of the construction schedule, plan, and cost estimate of the recommended contracting option. Cost estimates shall include a detailed breakdown of all inputs (including unit costs and number of units estimated) used to arrive at the final costs.

Task 12: Operational Review

The Contractor shall consider findings and recommendations from other relevant tasks such as Task 11 during the completion of Task 12.

The Contractor shall review options for daily operation of the Project, taking into account options, including, but not limited to equipment warranties (e.g. availability warranty, power curve warranty, noise level warranty) and service offerings (e.g. service packages that price on actual output of the system). The Contractor's review shall take into account factors such as the potential costs and risks of certain events that could occur during the operation of the Project in the warranty period and the post-warranty period (such as turbine repairs and turbine access during adverse weather conditions). Based on the Contractor's review and the Grantee's input, the Contractor shall make recommendations to the Grantee about the daily operation of the Project once it is complete. The Contractor shall collaborate with the Grantee to organize discussions with potential turbine suppliers to determine service offerings and warranty options and costs associated with such options.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 12, including, but not limited to a written report with options for daily operation of the Project and the Contractor's recommendations as well as an editable electronic document (Microsoft Excel or similar) that can be modified by the Grantee, with a detailed breakdown of all inputs (including unit costs and number of units estimated) used to arrive at the final costs.

Task 13: Financial Model Development, Training, and Handover **Subtask 13.1: Financial Model Development, Training, and Handover**

The Contractor shall develop a financial model for the Project. This model shall be advanced enough to capture and model all key variables in determining the financial feasibility of the Project, but simple enough that the Grantee can operate and modify the model at the end of the Study. The Contractor shall provide necessary training and model handover to ensure that the Grantee can accurately utilize the model to analyze likely Project scenarios after the Study is complete.

The financial analysis shall be shown in pro-forma spreadsheets over a 20-year operating period for the Project. The financial analysis shall cover the following areas:

- **Income Statement:** The Contractor shall provide a forecast of operating revenues, operating costs, depreciation, and profits before and after taxes.
- **Cash Flow Statement:** The Contractor shall provide a forecast of net operating income after deduction of depreciation from after-tax profits, and allowance for inflows of bank loans and equity capital contributions. The Contractor shall estimate annual cash outflows by deducting loan payments and construction costs paid to contractors. The Contractor shall provide a forecast of annual net cash balances.
- **Balance Sheet:** The Contractor shall provide a forecast balance sheet for assets, liability, and equity.
- **Financial Performance Indicators:** The Contractor shall estimate debt/equity ratios and debt service ratios. The Contractor shall calculate the financial internal rate of return (FIRR) and return on equity (ROE).
- **Sensitivity Analyses:** The Contractor shall evaluate the impact on FIRR and ROE of the following:
 - Cost over-runs during construction;
 - Delays in construction completion and start-up;
 - Inflation;
 - Changes in value of products;
 - Changes in the feed-in tariff;
 - Variability of the wind resource; and
 - Currency exchange fluctuation.

The financial model shall interact with numerous other tasks (including, but not limited to, Task 2, Task 5, Task 8, and Task 12) to ensure the results of the financial model inform design decisions such as turbine layout, model, hub-height, and foundation type. The Contractor shall work closely with the Grantee and with prospective turbine suppliers to secure necessary specifications, costs, and data to perform the analysis and populate the financial model in this Task 13.² Additionally, the Contractor shall study optional add-ons (including, but not limited to hot weather package, anti-corrosion, lightning protection, prognostics, noise-reduction package, etc.) and determine the benefit

² The Grantee shall provide the Contractor with access to available Project specifications, costs, and data.

versus the cost of such add-ons and, based on the Grantee's input, make recommendations to the Grantee.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 13, including, but not limited to a working, electronic, editable financial model the Grantee can edit and use to accurately model the Project.

Subtask 13.2: Support Presentation of Study Results³

The Contractor shall support the Grantee's presentation of the Study results to relevant authorities and agencies by: 1) supporting the development of a presentation to address specific aspects of the Project including, but not limited to preliminary social and environmental assessment, permit and land control, and interconnection; 2) participating in up to three meetings with relevant authorities and agencies;⁴ and 3) answering and providing clarifications to technical questions that arise within one (1) month of each meeting. The Contractor shall provide the Grantee a report of all work performed during this Subtask 13.2, including but not limited to a full list of technical questions and the Contractor's responses.

Deliverables(s): The Contractor shall provide a report of all work performed under Subtask 13.2, including, but not limited to a full list of technical questions and the Contractor's responses.

Task 14: Financing Plan

The Contractor shall develop a financing plan based on the financial model developed during Task 13 and discussions with multilateral development banks, international investors and commercial lending institutions, the Export-Import Bank of the United States, local banks, and potential primary off-take parties. The Contractor shall discuss the Grantee's ability to contribute equity capital to the Project over the life of the Project with the Grantee.

The Contractor shall examine the Grantee's financials and Project financing requirements. Based on the Contractor's review and analysis and in consultation with the Grantee, the Contractor shall provide the Grantee with no less than three potential financing options. Based on the Grantee's input, the Contractor shall recommend the optimal financing option to the Grantee. The Contractor shall work with Grantee to determine the optimal equity and debt ratio, best sources of equity, and strategic partnership opportunities. The Contractor shall compare governmental versus private financing sources as well as Vietnamese versus international financing sources.

The Contractor shall prepare an investment teaser that can be used to introduce the opportunity to invest in this Project to prospective debt and equity investors. As part of this task, the Contractor shall develop a template for the Grantee to present the Grantee's

³ This Subtask 13.2 supports the Grantee's presentation of the Study results to relevant authorities and agencies. The Contractor shall not be responsible for obtaining Project approval from such relevant authorities and agencies.

⁴ Such meetings shall take place during scheduled travel to Vietnam by the Contractor.

financial documentation to international financial institutions. The Contractor shall assist the Grantee with using the template to develop such financial documentation.⁵

Deliverable(s): The Contractor shall provide a report of all work performed under Task 14, including, but not limited to a summary of discussions with financing institutions, a written financing plan with no less than three potential financing options as well as the Contractor's recommendations, and an investment teaser.

Task 15: Conduct an Assessment of U.S. Sources of Supply

The Contractor shall conduct an assessment of the availability of potential U.S. sources of supply of equipment, systems, and services required for the implementation of the Project, as recommended in the Study. The Contractor shall engage relevant potential U.S. suppliers in discussions and analyze their interest in supplying equipment and services for the Project. For each source of supply identified, the Contractor shall provide the level of interest of the source of supply; a detailed description of relevant products, solutions, and/or services to be provided; and the regional or country-specific contact's information, including, but not limited to name, title, telephone number, fax number, physical address, and e-mail address.

Deliverable(s): The Contractor shall provide a report of all work performed under Task 15, including, but not limited to a report detailing U.S. sources of supply and discussions with prospective suppliers.

Task 16: Final Report

The Contractor shall prepare and provide to the Grantee and to USTDA a Final Report in accordance with Clause I of Annex II of the Grant Agreement. The Final Report shall be organized according to the above tasks and shall be bilingual (English and Vietnamese). The English version of the Final Report shall be considered the official version of the Final Report. Each of the above tasks in this Terms of Reference must be distinctly set forth in the Final Report in a substantive and comprehensive manner, and shall include all corresponding deliverables and documents that have been provided to the Grantee. The Final Report shall contain an executive summary. In addition to any other required deliverables in accordance with Clause I of Annex II of the Grant Agreement, the Contractor will provide both the Grantee and USTDA with 6 copies (each) of the final report on CD-ROM. The CD-ROM version of the final report will include:

- Adobe Acrobat readable copies of all documents;
- Source files for all drawings in AutoCAD or Visio format; and
- Source files for all documents in MS Office 2000 or later formats.

⁵ The Contractor shall not be responsible for developing financial documentation.

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		Date	
Full Legal Name of U.S. Firm			



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"/>