

**REQUEST FOR PROPOSALS**

**TECHNICAL ASSISTANCE FOR THE  
CARIBBEAN AIRPORT CERTIFICATION PROCESS**

**Submission Deadline:**      **12:00 PM**  
  
   **LOCAL TIME**  
  
   **JUNE 14, 2010**

**Submission Place:**            **Mr. E. Anthony Archer**  
   **Chairman**  
   **CASSOS**  
   **c/o Barbados Civil Aviation Department**  
   **Building #4**  
   **Grantley Adams Industrial Estate**  
   **Christchurch, BB17089**  
   **Barbados**  
  
   **Phone: 1 (246) 428-0930**  
   **Fax: 1 (246) 428-2539**

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

SECTION 1: INTRODUCTION .....	4
1.1 BACKGROUND SUMMARY.....	4
1.2 OBJECTIVE .....	4
1.3 PROPOSALS TO BE SUBMITTED .....	5
1.4 CONTRACT FUNDED BY USTDA.....	5
SECTION 2: INSTRUCTIONS TO OFFERORS .....	6
2.1 PROJECT TITLE.....	6
2.2 DEFINITIONS.....	6
2.3 DEFINITIONAL MISSION REPORT .....	6
2.4 EXAMINATION OF DOCUMENTS .....	6
2.5 PROJECT FUNDING SOURCE.....	7
2.6 RESPONSIBILITY FOR COSTS .....	7
2.7 TAXES.....	7
2.8 CONFIDENTIALITY.....	7
2.9 ECONOMY OF PROPOSALS .....	7
2.10 OFFEROR CERTIFICATIONS.....	7
2.11 CONDITIONS REQUIRED FOR PARTICIPATION.....	7
2.12 LANGUAGE OF PROPOSAL.....	8
2.13 PROPOSAL SUBMISSION REQUIREMENTS .....	8
2.14 PACKAGING.....	8
2.15 AUTHORIZED SIGNATURE .....	8
2.16 EFFECTIVE PERIOD OF PROPOSAL .....	8
2.17 EXCEPTIONS .....	9
2.18 OFFEROR QUALIFICATIONS .....	9
2.19 RIGHT TO REJECT PROPOSALS .....	9
2.20 PRIME CONTRACTOR RESPONSIBILITY .....	9
2.21 AWARD .....	9
2.22 COMPLETE SERVICES .....	9
2.23 INVOICING AND PAYMENT .....	10
SECTION 3: PROPOSAL FORMAT AND CONTENT .....	11
3.1 EXECUTIVE SUMMARY .....	11
3.2 COMPANY INFORMATION.....	12
3.2.1 COMPANY PROFILE .....	12
3.2.2 OFFEROR'S AUTHORIZED NEGOTIATOR .....	12
3.2.3 NEGOTIATION PREREQUISITES.....	12
3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL .....	14
3.4 TECHNICAL APPROACH AND WORK PLAN .....	14
3.5 SECTION 5: EXPERIENCE AND QUALIFICATIONS .....	14
SECTION 4: AWARD CRITERIA .....	16

ANNEX 1	FEDBIZOPPS ANNOUNCEMENT
ANNEX 2	BACKGROUND DEFINITIONAL MISSION REPORT
ANNEX 3	USTDA NATIONALITY REQUIREMENTS
ANNEX 4	USTDA GRANT AGREEMENT, INCLUDING MANDATORY CONTRACT CLAUSES
ANNEX 5	TERMS OF REFERENCE (FROM USTDA GRANT AGREEMENT)
ANNEX 6	COMPANY INFORMATION

## **Section 1: INTRODUCTION**

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$207,000 to the Executive Secretariat of the Caribbean Aviation Safety and Security Oversight System (CASSOS) (the “Grantee”) in accordance with a grant agreement dated March 17, 2010 (the “Grant Agreement”). The objective of the Caribbean Airport Certification Process Technical Assistance (TA) is to assist selected CASSOS member states with their airport certification process by creating or updating master airport safety plans and certification manuals (Project) for each airport. Headquartered in Georgetown, Guyana, CASSOS is a regional aviation organization that encompasses the Caribbean Community (CARICOM). The CASSOS member states invited to participate in this USTDA-sponsored project are Dominica, Grenada, Guyana, Haiti, Jamaica, Saint Lucia, Saint Kitts and Nevis, Saint Vincent and the Grenadines, and Suriname.

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 TA.

### **1.1 BACKGROUND SUMMARY**

Headquartered in Kingston, Jamaica, CASSOS is a regional aviation organization that encompasses the Caribbean Community (CARICOM). The CASSOS member states invited to participate in this USTDA-sponsored project are Dominica, Grenada, Guyana, Haiti, Jamaica, Saint Lucia, Saint Kitts and Nevis, Saint Vincent and the Grenadines, and Suriname. The organization helps its members to meet and maintain full compliance with International Civil Aviation Organization (ICAO) standards and recommended practices, and facilitates and promotes the development and harmonization of civil aviation regulations, standards, practices, and procedures in the region.

The objective of the Caribbean Airport Certification Process is to create or update (where applicable) master airport safety plans and airport certification manuals for participating member states. The plans address issues related to management, operation, security, compliance, safety and other issues pertinent to specific airports. The master airport safety plans and certification manuals are reviewed and approved by the state civil aviation regulatory bodies, which have adopted ICAO regulations, and issue airport operating certificates. These regulatory bodies also conduct periodic inspections to ensure continued compliance. In a manner consistent with ICAO standards, deficiencies must be identified and procurement strategies must be developed that facilitate certification.

A background Definitional Mission is provided for reference in Annex 2.

### **1.2 OBJECTIVE**

The objective of the Caribbean Airport Certification Process is to create or update (where applicable) master airport safety plans and certification manuals for participating member states. The Terms of Reference (TOR) for this Technical Assistance 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\$207,000. **The USTDA grant of \$US207,000 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\$207,000 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 Caribbean Airport Certification Process Technical Assistance.

### **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. A copy of the report is 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 Technical Assistance.

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 Technical Assistance.

## **2.5 PROJECT FUNDING SOURCE**

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$207,000.

## **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:

E. ANTHONY ARCHER: BARBADOS CIVIL AVIATION DEPARTMENT ,  
BUILDING #4, GRANTLEY ADAMS INDUSTRIAL ESTATE, CHRISTCHURCH,  
BB17089, BARBADOS, PHONE 264-428-0930, FAX 246-428-2539

**An Original and four (4) copies of your proposal must be received at the above address no later than 12:00PM, on June 14, 2010.**

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 "original" or "copy number x"; the original and four (4) copies should be collectively wrapped and sealed, and clearly labeled.

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

## **2.15 AUTHORIZED SIGNATURE**

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

## **2.16 EFFECTIVE PERIOD OF PROPOSAL**

The proposal shall be binding upon the Offeror for NINETY (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon

written request, signed in the same manner and by the same person who signed the original proposal.

## **2.17 EXCEPTIONS**

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

## **2.18 OFFEROR QUALIFICATIONS**

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

## **2.19 RIGHT TO REJECT PROPOSALS**

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

## **2.20 PRIME CONTRACTOR RESPONSIBILITY**

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 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.

## **2.21 AWARD**

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

## **2.22 COMPLETE SERVICES**

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

## **2.23 INVOICING AND PAYMENT**

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 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\$207,000, which is a fixed amount.

Offerors shall submit one (1) original and four (4) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- 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 COMPANY INFORMATION**

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

### **3.2.1 Company Profile**

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (\*) next to the names of those principal officers who will be involved in the Technical Assistance.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number .

### **3.2.2 Offeror's Authorized Negotiator**

Provide 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.

### **3.2.3 Negotiation Prerequisites**

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical Assistance as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

### 3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The Offeror 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 Technical Assistance. The Offeror 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. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of \_\_\_\_\_.
2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror 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 Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

### **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 Technical Assistance. 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 Technical Assistance.

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 Technical Assistance.

### **3.5 SECTION 5: EXPERIENCE AND QUALIFICATIONS**

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical Assistance. 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 the Offeror and any subcontractor, including the following information:

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

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Technical Assistance 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:

1. Offeror's qualifications and experience of key personnel relevant to the objectives of this Technical Assistance (40 percent):

- Project management experience of key personnel with respect to the preparation of airport certification manuals;
- Experience of key personnel in planning, designing or creating specifications for airfield signage and equipment, sea rescue equipment, personnel protective equipment and vehicle requirements for aircraft rescue and firefighting functions (ARFF), runway end safety area technologies (including the installation of Engineered Material Arresting System "EMAS") in accordance with applicable ICAO annexes and FAA guidance documents; and
- Experience of key personnel working in emerging economies, particularly in Latin America and the Caribbean.

2. Proposed technical approach and work plan (35 percent):

Understanding of the tasks denoted in the Terms of Reference, explain the appropriateness of the Offeror's proposed technical approach and work plan, and provide a breakdown by Terms of Reference task and by team member.

3. Financial Experience (25 percent):

Experience in financing aviation-related procurements, cost estimating, identifying appropriate financing mechanisms (including the use of bilateral and multilateral institutions), and for arranging financing and insurance for capital improvement or investment programs for major infrastructure projects. Knowledge of relevant financing institutions and of financing practices appropriate for Caribbean economies.

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

Price will not be a factor in contractor selection.

# ANNEX 1

E. ANTHONY ARCHER: BARBADOS CIVIL AVIATION DEPARTMENT ,  
BUILDING #4, GRANTLEY ADAMS INDUSTRIAL ESTATE, CHRISTCHURCH,  
BB17089, BARBADOS, PHONE 264-428-0930, FAX 246-428-2539

2010-51003A TECHNICAL ASSISTANCE: CARIBBEAN AIRPORT  
CERTIFICATION PROCESS

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Caribbean Airport Certification Process. 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 provide technical assistance to assist selected member countries with their airport certification process by preparing master airport safety and certification plans tailored to the specific conditions of each individual airports. These plans will cover procedures for the operation, inspection, and use of airport facilities, and compliance with international standards.

The objective of the Caribbean Airport Certification Process is to create or update (where applicable) master airport safety and certification plans for participating member states. The plans address issues related to management, operation, security, compliance, safety and other issues pertinent to specific airports. The master airport safety and certification plans are reviewed and approved by the state civil aviation regulatory bodies, which have adopted ICAO regulations, and issue airport operating certificates. These regulatory bodies also conduct periodic inspections to ensure continued compliance. In a manner consistent with ICAO standards, deficiencies must be identified and procurement strategies must be developed that facilitate certification.

Headquartered in Kingston, Jamaica, CASSOS is a regional aviation organization that encompasses the Caribbean Community (CARICOM). The CASSOS member states invited to participate in this USTDA-sponsored project are Dominica, Grenada, Guyana, Haiti, Jamaica, Saint Lucia, Saint Kitts and Nevis, Saint Vincent and the Grenadines, and Suriname. The organization helps its members to meet and maintain full compliance with ICAO standards and recommended practices, and facilitates and promotes the development and harmonization of civil aviation regulations, standards, practices, and procedures in the region.

The U.S. firm selected will be paid in U.S. dollars from a \$207,000 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 a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to:

<https://www.ustda.gov/businessopps/rfpform.asp>.

Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

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

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 12:00PM, June 14, 2010 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

# Definitional Mission Study

## LATIN AMERICA AND THE CARIBBEAN REGION: AERODROME CERTIFICATION PROGRAM AND RELATED PROJECTS

In accordance with the requirements of:

Contract Number USTDA-CO20085100127

Prepared by:

# QED

Airport & Aviation Consultants

---

**Ronald F. Price, P.E.**

QED Airport & Aviation Consultants

58 Laurel Oak Road Amelia Island, Florida 32034

Phone/Fax: 904-310-6220

Email: [QEDron@aol.com](mailto:QEDron@aol.com)

**Clarence S Haynes**

Phone: 202 544 3705

Fax: 202 544 3761

Email: [clarence.s.haynes@verizon.net](mailto:clarence.s.haynes@verizon.net)

**April 30, 2009**



This report was funded by the U.S. Trade and Development Agency (USTDA), a foreign assistance agency of the U.S. Government. The opinions, findings, conclusions, or recommendations expressed in this document are those of the author and do not necessarily represent the official position or policies of USTDA.

Mailing and Delivery Address: 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901  
Phone: 703-875-4357 • Fax: 703-874-4009 • Web site: [www.tda.gov](http://www.tda.gov) • Email: [info@tda.gov](mailto:info@tda.gov)



## **The U.S. Trade and Development Agency**

The U.S. Trade and Development Agency (USTDA) advances economic development and U.S. commercial interests in developing and middle income countries. The agency funds various forms of technical assistance, early investment analysis, training, orientation visits and business workshops that support the development of a modern infrastructure and a fair and open trading environment.

USTDA's strategic use of foreign assistance funds to support sound investment policy and decision-making in host countries creates an enabling environment for trade, investment and sustainable economic development. Operating at the nexus of foreign policy and commerce, USTDA is uniquely positioned to work with U.S. firms and host countries in achieving the agency's trade and development goals. In carrying out its mission, USTDA gives emphasis to economic sectors that may benefit from U.S. exports of goods and services.

**CARIBBEAN: DEFINITIONAL MISSION FOR  
AERODROME CERTIFICATION PROGRAM  
LATIN AMERICA AND THE CARIBBEAN REGION**

**Table of Contents**

RECOMMENDATIONS .....	5
CARIBBEAN ECONOMY .....	5
CASSOS.....	5
CARIBBEAN AVIATION SECTOR.....	6
PROJECT: CASSOS Airport Certification Process.....	7
Executive Summary .....	7
Project Description .....	8
Project Sponsor's Capabilities and Commitments.....	10
U.S. Export Potential.....	10
Implementation Financing.....	12
Foreign Competition and Market Entry Issues.....	14
Developmental Impact .....	14
Environmental Impact .....	14
Impact on U.S. Labor .....	14
Qualifications.....	15
Justification.....	15
Terms of Reference: CASSOS Airport Certification Process .....	15
Scope of Work .....	15
Award Criteria.....	18
Evaluation Criteria .....	18
Recommendation .....	19
Budget.....	20
PROJECT: CASSOS Aircraft Rescue and Firefighting Training Facility .....	21
Executive Summary .....	21
Project Description .....	22
Project Sponsor's Capabilities and Commitments.....	23
Implementation Financing.....	26

Foreign Competition and Market Entry Issues.....	27
Impact on the Environment.....	28
Impact on U.S. Labor .....	28
Qualifications.....	29
Justification.....	29
Scope of Work .....	30
Award Criteria.....	34
Evaluation Criteria .....	34
Recommendation .....	35
Budget.....	35
<b>PROJECT: Guyana: Cheddi Jagan International Airport Corporation Master Plan .....</b>	<b>38</b>
Executive Summary .....	38
Project Description .....	39
Project Sponsors Capabilities and Commitments .....	40
Guyana and the Economy.....	40
Guyana Aviation Sector .....	42
U.S. Export Potential.....	42
Implementation Financing.....	45
Foreign Competition and Market Entry Issues.....	46
Developmental Impact .....	46
Impact on the Environment.....	46
Impact on U.S. Labor .....	47
Qualifications.....	47
Terms of Reference: Airport Master Plan.....	48
Scope of Work .....	48
Award Criteria.....	52
Evaluation Criteria .....	52
Recommendation .....	53
Budget.....	54
<b>CONTACTS.....</b>	<b>56</b>

## INTRODUCTION

The United States Trade and Development Agency awarded QED Airport & Aviation Consultants a contract to conduct the Definitional Mission Study USTDA-CO2008510027 entitled Definitional Mission for Aerodrome Certification Program in Latin America and the Caribbean Region (DM). Specifically the QED Team conducted a general review and assessment of the **Caribbean Aviation Safety and Security Oversight System (CASSOS)** and policies of its member state countries as it relates to security and fire and rescue activity.

This DM's principal goal was to develop findings and conclusions that enabled the QED Team to make recommendations regarding whether USTDA should provide support for project opportunities in the Caribbean aviation sector, in particular the following two (2) projects involving CASSOS:

1. Uniform Airport Certification Standards
2. Regional Aircraft Rescue and Firefighting Training Center

The QED Team comprised the following:

1. **Ronald F. Price** an airport planning and development specialist as the Project Manager and Technical Consultant.
2. **Clarence S. Haynes** as the Financial Consultant responsible for implementation financing options and the developmental impact for projects considered.

## PROJECTS FOR USTDA CONSIDERATION

During the Definitional Mission, the QED Team reviewed and considered the following projects:

1. **CASSOS: Airport Certification Process:** Project entails developing and sustaining a process with a view toward all CASSOS member states complying with ICAO recognized Airport Certification Standards for all international airports within their respective states. This Process entails the development or refinement of Airport Certification Manuals for CASSOS member states. A key element of the process is the identification of major deficiencies that restrict the ability to achieve airport certification consistent with the regulations of the applicable member state. To correct these deficiencies, the process then calls for the development of implementation plan that includes a procurement strategy to acquire requisite goods and services.
2. **CASSOS: Aircraft Rescue and Firefighting Training Facility (Regional ARRF Training Center):** Project addresses the establishment, financing and operation of a regional ARFF training facility in the Caribbean Region to serve CASSOS member states as well as other airport operators in Latin America and Caribbean.
3. **Guyana: Cheddi Jagan International Airport Corporation Master Plan:** Provides for preparation of a rational and prioritized Airport Master Plan to meet anticipated increases in passenger, cargo, and aircraft activity in response to enhanced user levels of service and an anticipated improvement in economic conditions in Guyana.

## RECOMMENDATIONS

Based on its findings and conclusions, the QED Team recommends the following:

1. **CASSOS - Airport Certification Process:** Technical Assistance grant in the amount of US\$223,660 to assist all Caribbean Aviation Safety and Security Oversight System (CASSOS) members with fulfilling the airport certification process.
2. **CASSOS - Aircraft Rescue and Firefighting Training Center (Regional ARRF Training Center):** Technical Assistance grant in the amount of US\$291,240 to help assess the technical and financial feasibility of constructing and operating a regional aircraft rescue and firefighting (ARFF) training center to serve the CASSOS members and possibly other countries in the Caribbean and Latin America
3. **Guyana – Cheddi Jagan International Airport Corporation Master Plan:** Feasibility Study grant in the amount of US\$295,680 for the purpose of conducting an Airport Master Plan for Cheddi Jagan International Airport, Georgetown, Guyana.

## CARIBBEAN ECONOMY

### CASSOS

Headquartered in Georgetown, Guyana, the Caribbean Aviation Safety and Security Oversight System (CASSOS) established in 2008, is a formal regional organization that comprises Caribbean Economic Community (CARICOM) countries<sup>1</sup>. CASSOS replaces the more informal arrangement of the Regional Aviation Safety Oversight System (RASOS). As a result of its formal affiliation with CARICOM, there is a formal mechanism whereby directors of civil aviation are able to benefit from policy guidance of the regional body.

According to the Agreement establishing CASSOS, the organization's objective is as follows:

1. Assist its States Parties in meeting their obligations as Contracting States to the Chicago Convention by achieving and maintaining full compliance with the ICAO Standards and Recommended Practices.
2. Facilitate and promote the development and harmonization of civil aviation regulations, standards, practices and procedures amongst its States Parties consistent with the Annexes to the Chicago Convention.

The CARICOM states had a predecessor organization, Regional Safety Oversight System (RASOS), which was organized in 2001 by the Association of Civil Aviation Authorities of the Caribbean with a view toward managing regional civil aviation matters including safety, security, and infrastructure.

---

<sup>1</sup>Anguilla, Antigua & Barbuda, British Virgin Islands, Commonwealth of Dominica, Grenada, Montserrat, St. Lucia, St. Kitts & Nevis, St. Vincent & the Grenadines.

## **CARIBBEAN AVIATION SECTOR**

### **Regulators**

The larger CASSOS member states have a civil aviation authority as their principal regulator. They include Bahamas, Barbados, Belize, Guyana, Haiti, Jamaica, Suriname and Trinidad & Tobago. There also exists the Eastern Caribbean Civil Aviation Authority (ECCAA) that is a vehicle for facilitating a collective and uniform approach to civil aviation matters affecting the then Windward and Leeward Islands, which now comprise the Organization of Eastern Caribbean States (OECS) Group<sup>1</sup>.

### **Airline Service**

There are numerous airlines providing service within the Caribbean, but essentially there are three carriers with intra-Caribbean service and they are Air Jamaica, Caribbean Airlines, and Leeward Island Air Transport (LIAT). Other major carriers include Cayman Airways and Bahamas Air. Caribbean carriers have recently experienced a period of restructuring and consolidation, including Caribbean Airlines being created by the Government of Trinidad & Tobago as the successor to British West Indies Airways (BWIA), and Antigua based, Leeward Islands Air Transport absorbing Caribbean Star Airlines. As a consequence, intra-Caribbean air transport is experiencing a rationalization process that affects among others, routes, scheduling, pricing, reservation systems, and staff. These measures have occurred as a result of unsustainable annual financial operating deficits experienced by many of these carriers. At hand now is the challenge presented to these carriers to more effectively operate a system that provides adequate intra-Caribbean service and includes linking with international carriers serving the Caribbean to and from international destinations.

International carriers serving the Caribbean include the U.S. carriers American Airlines (and its regional subsidiary American Eagle operating from a hub in San Juan, Puerto Rico), Delta Airlines, Continental Airlines, United Airlines (seasonal), and US Airways (seasonal). European carriers include British Airways, Air Canada, and Air France-KLM. Caribbean-based carriers providing international service include Air Jamaica, Caribbean Airlines, Bahamas Air, and Cayman Airways.

### **Airports**

Airports operate under the regulatory control of the respective civil aviation authority of member countries. With the exception of the two privatized airports in Jamaica (Montego Bay [Sangster] and Kingston [Norman Manley]), most airports are state-owned. Of the CASSOS member states, the international airports serving Antigua & Barbuda, Bahamas, Barbados, Belize, Dominica, Grenada, Guyana, Jamaica, St. Lucia, St. Kitts and Nevis, St. Vincent & The Grenadines, Jamaica, Suriname, and Trinidad & Tobago meet ICAO standards that permit airlines to enter the United States directly from these islands. These countries have been classified as meeting ICAO Category 1 standards.

## **PROJECT: CASSOS Airport Certification Process**

### **Executive Summary**

The QED Team is recommending that the USTDA award a technical assistance grant in the amount of US\$223,660 to assist all Caribbean Aviation Safety and Security Oversight System (CASSOS) members with the airport certification process described herein. It is estimated that the implementation of improvements required to meet the requirements embedded in the airport certification manual can generate a U.S. export potential of approximately US\$79 million, the majority of which is associated with the institution of engineered material arresting system (EMAS) at a number of international airports in CASSOS countries.

As background, USTDA contracted QED to conduct a Definitional Mission (DM), USTDA-CO2008510027 to seek aviation safety and security opportunities and recommend technical assistance, feasibility studies and other strategies that could lead to greater U.S. participation in activities organized by CASSOS, which is a formal regional organization comprising Caribbean Community (CARICOM) countries established to facilitate and promote the development and harmonization of civil aviation regulations, standards, practices and procedures among those states that it represents. The DM included assessing whether or not USTDA should support CASSOS expressed need for assistance in implementing this airport certification process.

The QED Team traveled to Bridgetown, Barbados and Georgetown, Guyana in conjunction with the launch meeting of CASSOS to assess among others, the potential for USTDA participation in developing an airport certification process capability. During the time within the region, the QED Team met with the U.S. Embassy officials in both Barbados and Guyana to obtain their perspective on the Caribbean airport and aviation sector, in particular safety and security. The launch meeting of CASSOS held in Guyana was also attended by representatives of the U.S. Federal Aviation Administration Office of International Aviation and the U.S. Transportation Security Administration, which have provided technical support to CASSOS member states.

### **Certification process**

The status of airport certification in CASSOS member states is a joint effort between the civil aviation regulatory bodies and the owners and operators of the airports. Both parties seek, as an overall objective, to meet international standards as prescribed by the International Civil Aviation Organization (ICAO). One of these standards gaining an added level of importance to civil aviation authorities worldwide in recent years is airport certification. Implicit in receiving certification is the preparation of an airport certification manual and the implementation of a program that successfully addresses the components of that manual. Airport certification manuals primarily address a range of procedures for the operation, inspection and use of the airport facilities, including their compliance with international standards. Notwithstanding these objectives, international aircraft operations are not prohibited from operating into non-certificated airports. This creates a cause-and-effect situation wherein those member states of CASSOS as well as ICAO may overlook the need to prepare an airport certification because their ability to meet the requisite standards and practices is not feasible for any number of reasons including non-allocation of financial and human resources required for implementation of a certification plan.

The ability of the USTDA to assist the CASSOS member states with the airport certification process and introduce means for financing needed improvements is a key factor driving the QED recommendation for such technical assistance. The identification of facility improvements to meet the intent of the airport certification manual or process can support the export of U.S. goods and services. These needs are primarily associated with certain airport facilities and systems that are addressed in the airport certification process. These include airfield signage, aircraft rescue and firefighting equipment and the provision of a runway end safety area. The latter requirement is typically met by providing a suitable surface to support the weight of an aircraft that under- or over-shoots the runway. At many airports, the provision of the required length and width of the runway end safety area cannot be achieved due to the physical constraints of the runway site or adverse impacts on the operating performance of the aircraft. A relatively new product, engineered material arresting system (EMAS), offered by only one provider worldwide has been determined to offer an equivalent level of safety. This product is likely to have applicability to several runway ends at the CASSOS member states airports and is designed and manufactured by a U.S. company.

### **Project Description**

The Technical Assistance for the Airport Certification Process entails the creation or revision of Airport Certification Manuals for all member states. In both cases, there will be additional tasks to identify deficiencies and develop a procurement strategy that would facilitate certification in a manner consistent with ICAO standards. Moreover, these tasks should identify opportunities for the export of U.S. goods and services. This Technical Assistance would be complementary to other planned support to be provided by the U.S. Federal Aviation Administration (FAA) that includes training seminars on airport operations safety and certification, and airfield pavement management.

As background, the International Civil Aviation Organization (ICAO) established a November 2003 deadline for the implementation of the certification of airports with international operations, with audits to follow in February 2004. Many of the airports in the CASSOS states are required to meet this requirement that is embodied in Article 15 of the Convention on International Civil Aviation (Chicago Convention, 1944) and more specifically addressed in the publication, Annex 14 - Aerodromes. To facilitate the preparation of airport certification manuals, the FAA Office of International Aviation in concert with the FAA Offices of Airport Safety and Standards, Airport Safety and Operations, and FAA Academy organized an airport certification inspection course. Members of the predecessor CASSOS organization (RASOS) participated in that course held in Trinidad from June 16-25, 2003. The course focused on the responsibilities of the airport operations managers and airport inspectors rather than on the preparation of the airport certification manual. RASOS had also organized workshops on the preparation of airport certification manuals.

Airport operators are required in accordance with ICAO Annex 14 to prepare an airport certification manual, which is specific to the conditions of the individual airport. These manuals encompass a range of procedures for the operation, inspection and use of the airport facilities. They focus on issues related to the management and administration; reporting; maintenance; marking and lighting; aircraft guidance signage; self-inspection; emergency response plans; runway end safety area compliance; aircraft rescue and firefighting; and associated training. Their content can be expanded to address other

issues pertinent to the specific airport. Airport certification manuals are reviewed and then ultimately approved by the state civil aviation regulatory body, which is empowered to issue an airport operating certificate. The regulatory body also conducts periodic inspections to ensure continued compliance with the regulation.

It is noteworthy that airports that are not certified are not necessarily prohibited from serving airlines or other aircraft operators. These operators may elect to utilize the airport despite its certification status. This is the case for several of the airports in the CASSOS member states.

The civil aviation regulatory bodies of the member states were queried by electronic survey and direct contact at the launch meeting of CASSOS held in Georgetown, Guyana, February 4-6, 2009 by the QED Team. The survey, which was divided into two components – airport certification manual, training, and associated airport deficiencies; and aircraft rescue and firefighting (ARFF) facilities and vehicles including personnel protective equipment and airport/equipment deficiencies – identified that of the 10 airports responding, 5 have completed airport certification manuals. Copies of the returned surveys are considered proprietary information and may be released at the discretion of the USTDA.

During meetings with the civil aviation regulators from the CASSOS states attending the launch meeting, it became apparent that airports have not prepared a certification manual simply because staff and resources have not been allocated to perform this function. Additionally, there is anecdotal evidence to suggest that the priority to authorize funding to correct airport deficiencies and meet the requisite standards is an unspoken reason for the unavailability of the manual. The lack of airport certification has not motivated these airports to act and the status quo has been accepted. Again, the airline operators have accepted the level of risk and potentially higher liability insurance premium associated with using a non-certificated airport. This risk carries to the airport owner/operator, which is usually a government agency.

With the more formal formation of CASSOS under CARICOM, the impetus to attain compliance with the preparation and implementation of the airport certification manual assumes a higher level of importance and relevance. Nonetheless, staff resources at some airports will limit the ability to prepare the manual. Other airports such as Grantley Adams International in Barbados have completed comprehensive airport certification manuals that have taken on considerable importance in the conduct of airport operations, facilities and equipment. This and other similar manuals could form a valuable template for use by other airport operators seeking to prepare an airport certification manual. Discussions with CASSOS members clearly indicated that the use of a template will not fill the void.

Consequently, the QED Team is recommending that the USTDA provide a technical assistance grant to assist these CASSOS members in preparing the airport certification manual as well as reviewing previously prepared documents. This activity will also afford opportunity to identify deficiencies at the airport and open opportunities for the export of U.S. goods and services. The justification and terms of reference (scope of services) for this technical assistance are more fully described in other sections of this Definitional Mission report.

### **Project Sponsor's Capabilities and Commitments**

CASSOS and its predecessor organization RASOS have a longstanding commitment in addressing matters related to civil aviation safety and security in the Caribbean. This has in part been accomplished in the form of funding, training and other support from the U.S. government agencies, principally the FAA and Transportation Security Administration (TSA). Additionally, support has been provided by other organizations, including Transport Canada and the International Civil Aviation Organization (ICAO.)

This commitment carries over to the professional and experienced group of civil aviation officials representing their respective member states and, others who over the years have collectively worked in dealing with all aspects of Caribbean civil aviation matters including safety and security. This team of civil aviation officials has also been a part of exchange programs with aviation and safety organizations in other region including the East African Community Civil Aviation Safety and Security Oversight Agency. In effect, the expressed CASSOS interest in receiving support from USTDA and FAA for technical assistance and training certification process further demonstrates its priority and commitment to address airport in a uniform manner, civil aviation policy including safety and security throughout the region.

### **U.S. Export Potential**

The provision of a technical assistance grant to prepare the airport certification manual initiates the opportunities for the export of U.S. goods and services. It is envisioned that implementation of the procedures in the airport certification manual will identify deficiencies with respect to:

- Airfield signage that inform and direct taxiing aircraft to areas of the airport and minimize runway incursions
- Runway edge lighting systems
- Runway end safety area preparation
- Aircraft rescue and firefighting (ARFF) response equipment
- ARFF personnel protection equipment
- Aircraft fuel and hazardous waste management facilities
- Associated training

Each of these needs can be met by suppliers located in the United States.

Based on the results of the survey questionnaires received, it is apparent that the airports have the requisite ARFF response equipment and personnel protection equipment. However, a portion of that equipment is in need of replacement. Nearly all of the airports that have airfield signage that meet current international graphical presentation require backlighting for low visibility conditions. Perhaps the greatest opportunity for the export of U.S. goods and services is associated with the provision of the runway end safety area. Physical constraints (water bodies, unavailability of land, severe topographical changes and the like) can limit an airport's ability to provide the required runway end safety area as would be specified in ICAO Annex 14. Rather than utilize the concept of declared distances that effectively reduce the takeoff and landing lengths of the runway that could adversely affect the mission of the aircraft, industry has developed the engineered material arresting system (EMAS). There is only one company in the world, Engineered Arresting Systems Corporation (ESCO), that is certified (by the FAA) to provide this product and it is based Aston, Pennsylvania.

Table 2 presents a summary of the export potential for U.S. industry to provide the goods and services that can be generated over time through the implementation of the airport certification manual. The provision of EMAS dominates the export potential associated with implementation of the standards that are embodied within the context of an airport certification manual. Each EMAS installation is uniquely designed and constructed for the specific runway end and the type of aircraft that operates on the surface. It has clearly demonstrated its value to enhancing the safety of passengers and aircraft in the event of runway undershoots and overruns where it has been installed. Nonetheless, due to its cost, EMAS is generally the last resort to achieving the required runway end safety area and the scope of services for the development of the airport certification manual includes opportunity for the contractor to evaluate optional runway end safety area solutions at each CASSOS airport accommodating international service.

<b>Table 2 EXPORT POTENTIAL</b>		
<b>Export Item</b>	<b>Total Export Value (US\$)</b>	<b>Potential U.S. Export Value (US\$)</b>
Airfield Signage	860,000	430,000
Personnel Protective Equipment <sup>1</sup>	690,000	276,000
ARFF Vehicles	5,000,000	2,000,000
Sea Rescue Boat	1,050,000	525,000
EMAS	75,900,000	75,900,000
<b>Total</b>	<b>83,500,000</b>	<b>79,131,000</b>
<sup>1</sup> Includes bunker suit, helmet, gloves, boots and self-contained breathing apparatus		

Potential U.S. suppliers of the equipment listed in Table 2 include the following. The QED Team contacted certain suppliers including ESCO to ascertain their interest in serving the needs of the CASSOS members. Each indicated a willingness to do so and most are knowledgeable about funding options some of which are described in the Implementation Financing section and which can facilitate the acquisition of their products.

Airfield Signage

- Lumacurve Airfield Lighting, Cleveland, Ohio 44127 USA. 1-216-341-5611  
www.lumacurve.com
- Safegate Airport Systems, Brooklyn Park, Minnesota 55428 USA.  
1-763-535-9299 www.safegate.com

Personnel Protective Equipment:

- Chieftain Safety Manufacturing, Medina, Ohio 44526 USA. 1-800-551-1800  
www.chieftainsafety.com
- Firetech by Lacrosse, Portland, Oregon 97230 USA. 1-503-766-1005
- Lion Apparel, Dayton, Ohio 45414 USA. 1-800-548-6614 www.lionapparel.com

### ARFF Vehicles

- E-One, Ocala, Florida 34474 USA. 352-237-1122 [www.e-one.com](http://www.e-one.com)
- Oshkosh Corporation, Oshkosh, Wisconsin 54902 USA. 1-920-235-9150  
[www.oshkosh.com](http://www.oshkosh.com)

### Sea Rescue Boats

- SeaArk Marine, Monticello, Arkansas 71655 USA. 1-870-367-9755  
[www.seaark.com](http://www.seaark.com)
- MetalCraft Marine U.S. Clayton, New York 13624 1-315-686-9805  
[www.metalcraftmarine.com](http://www.metalcraftmarine.com)
- Rescue ONE Connector Boats, Huntsville, Alabama 35824 USA.  
1-800-737-2831 [www.rescueone.com](http://www.rescueone.com)

### EMAS

- Engineered Arresting Systems Corporation, Aston, Pennsylvania 19014 USA.  
1-610-494-8000 [www.esco.zodiac.com](http://www.esco.zodiac.com)

### **Implementation Financing**

Implementation financing could cover the procurement of the following goods and services:

- Fire and rescue equipment
- Runway edge lighting systems
- Runway end safety area preparation
- Aircraft rescue and firefighting (ARFF) response equipment
- ARFF personnel protection equipment
- Aircraft fuel and hazardous waste management facilities

Taking into account the above, our initial analysis considers the following to be financing options that might support the aforementioned projects.

### **Multilateral/Regional Development Banks**

The QED Team spoke with the Manager, Country Department, Caribbean, **Inter-American Development Bank (IADB)** who advised us that in principle, IADB is interested in supporting aviation sector projects in Latin America and the Caribbean, including airport infrastructure projects. IADB has supported the Caribbean aviation sector by financing the export of security equipment (post-9/11.) Although some of the CASSOS member countries were not IADB members, the IADB has channeled financing through the Caribbean Development Bank for this and other projects. In conclusion, the IADB would be favorably disposed to considering proposals related to this DM. Based in Barbados, the **Caribbean Development Bank** is a regional financial institution established in 1969 with the purpose to contribute to economic growth and development of its Caribbean member countries and promote economic cooperation and integration among them. The QED Team met with the Director, Projects Department. CDB is a highly rated institution and while it accesses funds in the capital markets, it is also a recipient of funding support from the World Bank Group, Inter-American Development Bank, European Union and Canada, the latter two being non-regional members of CDB.

It should be noted that some of the CDB member states are not members of the IADB, but IADB has provided financial support to CDB in which funds were permitted to cover needs of both member and non-member states. While the U.S. government has no direct affiliation, it was learned that conceivably, support derived from a U.S. institution such as Ex-Im Bank or OPIC, would enable CDB to finance U.S. goods and services such as those discussed in the U.S. export potential section. CDB could be especially beneficial in the case of CDB countries that are not eligible for direct support from Ex-Im Bank. The **World Bank Group** has similar capabilities to that of IADB and it is felt that support could be provided directly to CASSOS or through the Caribbean Development Bank.

**U.S. Bilateral Institutions**

The QED Team spoke with representatives at **Export-Import Bank of the United States (Ex-Im Bank)** and as a result of those discussions the Ex-Im Bank is disposed to being supportive in financing exports to the majority of CASSOS member states. Note that the equipment that would be financed in all likelihood would be eligible for medium-term financing. The Ex-Im Bank Country Limitation Schedule on the Ex-Im Bank web site indicates whether a country is eligible for financing and it provides guidelines for the tenor of loans that it will consider financing and providing guarantees for a given country. Per the Limitation Schedule, eligibility and loan tenor among CASSOS countries is presented in Table 3.

<b>Table 3</b>		
<b>EX-IM Bank Limitation Schedule – Caribbean</b>		
<b>Country</b>	<b>Financing Terms</b>	
	<b>Public Sector</b>	<b>Private Sector</b>
Antigua & Barbuda	Up to 7 years	Not Available
Bahamas	Short/medium/long-term	Short/medium/long-term
Belize	Short/medium/long-term	Short/medium/long-term
Dominica	Up to 7 years	Short/medium/long-term
Grenada	Up to 7 years	Short/medium/long-term
Guyana	Not available	Up to 7 years
Haiti	Not available	Not available
Jamaica	Short/medium/long-term	Short/medium/long-term
St. Kitts & Nevis	Short/medium/long-term	Short/medium/long-term
St. Lucia	Short/medium/long-term	Short/medium/long-term
St. Vincent's & The Grenadines	Short/medium/long-term	Short/medium/long-term
Suriname	Not available	Up to 7 years
Trinidad & Tobago	Short/medium/long term	Short/medium/long-term

In cases where countries are not eligible, it might be best to consider a financing structure that has a third-party guarantor acceptable to Ex-Im Bank. This could be a regional bank (e.g. Caribbean Development Bank) or a commercial bank (e.g. Citibank or Scotiabank) that is active in the region.

### **Foreign Competition and Market Entry Issues**

The returned surveys of the CASSOS member states as well as conversations during the CASSOS launch meeting clearly demonstrated the propensity to utilize suppliers of aviation and airport goods and services from Canada and the United Kingdom. U.S. suppliers are included in the mix of current providers, but show less overall involvement. With the exception of EMAS, U.S. providers will find the CASSOS member states interested in their products and services, but will concurrently recognize the disposition to utilize firms that have been responding to their previous needs for many years. It is clear that U.S. providers can offer a competitive product and service and steps to strengthen their product advantages need to be taken. This premise was supported by a recent procurement that took place in Guyana where by chance, a US company learned of a tender late in the process, but was able to meet with the Guyanese officials, subsequently submit a bid, and is in strong contention. In effect, the QED Team feels that there has to be greater promotion of US business interests that includes inviting Caribbean aviation sector officials to the numerous aviation conferences and trade fairs. In addition, there is the need for US suppliers to learn of procurement opportunities in a timely manner and this entails better understanding where procurement notices are posted.

### **Developmental Impact**

The establishment of a comprehensive ICAO standard certification program and the implementation of the requisite upgrades to the airport infrastructures in the Caribbean can provide the basis for making it easier to increase the level of air service into airports of CASSOS member states. As tourism is a staple for the economies of most Caribbean countries, the ability to increase air service and traffic could have a positive effect on the development and growth of their respective economies. In addition, the technical assistance is designed to not only achieve certification, but also, it is intended to be a training tool to develop more aviation sector personnel in the Caribbean to carry out future certification.

### **Environmental Impact**

The conduct of the airport certification manual writing and review will not generate any impact on the human or natural environments. The potential acquisition of goods to implement and achieve airport certification likewise does not create environmental impacts.

### **Impact on U.S. Labor**

Suppliers of airfield signage generally maintain the components for quick assembly at the facilities. Some custom design with respect to sign terminology will be required; however, the process is not labor intensive. Similarly, the provision of personnel protective equipment can likely be met through in-stock supplies, although there is some potential for personalization treatments. The ARFF vehicles and sea rescue boats are typically designed and constructed to user specifications and these will necessitate production and assembly of components, a great portion of which is supplied by other vendors to the manufacturer. The EMAS material is uniquely designed and constructed for the applicable runway end and the critical design aircraft. This process is labor-intensive but should not result in an overburden on US labor output or productivity.

## **Qualifications**

The professional staff to be assigned should have at least 10 years of experience in the preparation of airport certification manuals in accordance with ICAO Annex 14. Additionally, the staff should have demonstrated experience in assessing airport compliance with facility design standards as they relate to airport certification. This includes airfield signage and runway incursion prevention, familiarity with personnel protective equipment used in ARFF activities, experience in specifying the number of ARFF vehicle and capacity requirements, past experience in judging the appropriateness of use and siting of sea rescue boats, and evaluating alternative means to meet runway end safety area (RESA) requirements including the use of declared distances. Knowledge of the EMAS product and its application is an essential qualifications requirement. Further, the assigned staff should demonstrate an ability to assess remaining useful lives of ARFF and other capital facilities.

It is envisioned that the technical assistance can be provided by a small staff experienced in more than one of the technical areas with administrative support. These include:

- Project Manager – Primarily responsible for preparing and reviewing airport certification manuals. Assess airport compliance with airport certification manual requirements and identify corrective measures and financing sources.
- RESA Specialist – Assess alternative runway end safety requirements and mitigation measures.
- Administrative Support – Report preparation and logistics assistance.

## **Justification**

After several years of a grace period, ICAO is becoming more active in its oversight of the airport certification process, as are the civil aviation regulators that issue the airport certification. Several of the international airports in CASSOS are no exception. However, despite previous workshops and educational efforts to produce the requisite airport certification manual, this objective has not been totally realized. There exists the need to assist CASSOS members in preparing the manual or, at a minimum, review the existing document for its continued relevancy. Concurrently, the provision of this technical assistance offers the potential to identify deficiencies and areas of noncompliance so that corrective action may be initiated. The key premise is that the airport operator, having identified the standards to be met in the airport certification manual, will be obligated to work toward resolving noncompliance issues. Such needs that promote the use of capital facilities include those identified in the preceding sections, and one of which represents the greatest portion of this potential can only be met by a US provider.

**[PAGES INTENTIONALLY OMITTED]**

## **CONTACTS**

### **BARBADOS**

Mr. Anthony Archer

Director of Civil Aviation and Executive Director, CASSOS  
Civil Aviation Department  
Ministry of International Business and International  
Transport  
Building # 4, Grantley Adams Industrial Estate,  
Christ Church, Barbados  
Tel No: [246] 428 0930  
Fax No: [246] 428 2539  
Email: [civilav@sunbeach.net](mailto:civilav@sunbeach.net)

### **GUYANA**

Mr. Zulficar Mohamed

Director General  
Guyana Civil Aviation Authority  
Fairlie House  
96 Duke Street, Kingston  
Georgetown, Guyana  
Tel No: [592] 225 6822  
Fax No: [592] 225 6800  
Email: [director-general@gcaa-gy.org](mailto:director-general@gcaa-gy.org)

Mr. Ramesh Ghir

Managing Director  
Cheddi Jagan International Airport Corporation  
Cheddi Jagan International Airport  
Timehri, EBD  
Guyana  
Tel No: (592) 261 2244  
Fax No: (592) 261 2244  
Email: [rameshghir@hotmail.com](mailto:rameshghir@hotmail.com)

### **HAITI**

Col Laurent Joseph Dumas

Director of Flight Safety  
Office National de l'Aviation Civil (OFNAC)  
L'Aviation Civil  
Route De L'Aeroport  
Port au Prince, Haiti  
Tel No.: [509] 2250-0052  
Fax No: [509] 2250-0175/0998  
Email: [dum\\_OFNAC@yahoo.com](mailto:dum_OFNAC@yahoo.com)

Capt. Jean Marc Flambert

Office National de l'Aviation Civil (OFNAC)  
L'Aviation Civil  
Route De L'Aeroport  
Port au Prince, Haiti  
Tel No: [509] 2250-0052  
Fax No: [509]-2250-0175/0998  
Email: [jm\\_flambert@tortugair.com](mailto:jm_flambert@tortugair.com)

**JAMAICA**

Lt. Col. Oscar Derby

Director General  
Jamaica Civil Aviation Authority  
4 Winchester Road, Kingston 10  
Jamaica  
Tel No: [876] 920-2250 /0149  
Fax No: [876] 920 0194  
Email: [jcivav@jcaa.gov.jm](mailto:jcivav@jcaa.gov.jm)

Mr. Nari Williams-Singh

Director, Flight Safety  
Civil Aviation Authority  
4 Winchester Road  
Kingston, Jamaica  
Tel No: [876] 960.3948  
Fax No: [876] 960.1637  
Email.: [nwilliams-singh@jcaa.gov.jm](mailto:nwilliams-singh@jcaa.gov.jm)

Mr. Gregory Fox

Coordinator, CASSOS  
4 Winchester Road  
Kingston 10  
Jamaica  
Tel No: [876] 960.4364  
Fax No: [876] 929.4532  
Email: [gfox@cwjamaica.com](mailto:gfox@cwjamaica.com)

Ms. Keedaly S. Williams

Admin Assistant  
Civil Aviation Authority  
4 Winchester Road  
Kingston 10  
Jamaica  
Tel No: [876] 960.3948  
Fax No: [876] 920.0194

Mr. Egbert Field

Manager  
Flight Operations Oversight  
4 Winchester Road  
Kingston 10  
Jamaica  
Tel No: [876] 501.9510  
Fax No: [876] 960.1637  
Email [efield@jcaa.gov.jm](mailto:efield@jcaa.gov.jm)

**SURINAME**

Mr. Vivian Hanenberg

Director  
Civil Aviation Safety Authority  
Airfield Zorg en Hoop  
Coeswyne Straat #01  
Paramaribo  
Tel No: [597] 434 286  
Fax No: [597] 434 371  
Email: [casasdir@casas.sr](mailto:casasdir@casas.sr)

Mr. Clifford Themen                      Legal Adviser  
Civil Aviation Safety Authority  
Airfield Zorg en Hoop  
Coesewyne Straat #01  
Paramaribo  
Tel No: [597] 434 286  
Email.: [cthemmen@casas.sr](mailto:cthemmen@casas.sr)

**TRINIDAD AND TOBAGO**

Mr. Ramesh Lutchmedial                  Director General  
Civil Aviation Authority  
Golden Grove Road, Piarco  
Tel No: [868] 669 2295  
Fax No: [868] 669 3152  
Email: [dgca@caa.gov.tt](mailto:dgca@caa.gov.tt)

**ORGANISATION OF EASTERN CARIBBEAN STATES (OECS)**

Mr. Rosemond James                      Director General  
Eastern Caribbean Civil Aviation Authority  
Factory Road, St. John's  
ANTIGUA AND BARBUDA  
Tel No: [268] 462 3401  
Fax No: [268] 462 0082  
Email: [rjames@eccaa.aero](mailto:rjames@eccaa.aero)

Mr. Brian Challenger                      Chairman, Board of Directors  
Eastern Caribbean Civil Aviation Authority

Mr. Gregory McAlpin                      Director, Flight Safety  
Eastern Caribbean Civil Aviation Authority  
Factory Road, St. John's  
ANTIGUA AND BARBUDA  
Tel No: [268] 462 0907  
Fax No: [268] 462 0082  
Email: [gmcalpin@eccaa.aero](mailto:gmcalpin@eccaa.aero)

Mr. Rene Williams                          Legal Officer/Corporate Secretary  
Eastern Caribbean Civil Aviation Authority  
Factory Road, St. John's  
ANTIGUA AND BARBUDA  
Tel No.: [268] 462 0000  
Fax No.: [268] 462 0008  
Email: [rwilliams@eccaa.aero](mailto:rwilliams@eccaa.aero)

**CARICOM IMPLEMENTATION AGENCY FOR CRIME AND SECURITY (IMPACS)**

Cde. Louise J. Baptiste      Implementation Agency for Crime and Security  
IMPACS/JRCC  
SAGICOR Building, Queens Park West  
Port-of-Spain, TRINIDAD  
Tel No.: [868] 628 3311

**AIRCRAFT OWNERS' ASSOCIATION OF GUYANA (AOAG)**

Capt. Malcolm G. Chin-A-Sue MS Aircraft Owners' Association of Guyana  
C/o 56 Coralita Avenue  
Bel Air Park (East)  
Georgetown, Guyana  
Tel No.: [226]5298/225-0876  
Email: [toranggy@networksgy.com](mailto:toranggy@networksgy.com)

**EAST AFRICAN COMMUNITY:  
CIVIL AVIATION SAFETY AND SECURITY OVERSIGHT AGENCY (CASSOA)**

Mr. Mtesigna O Maugo      Executive Director  
P.O. Box 1096  
Arusha Tanzania  
Tel No.: [255] 27 250 4253/8  
Fax No.: [255] 27 250 6276/250 4255  
Email: [maugo@eachq.org](mailto:maugo@eachq.org)/[cassoa@eachq.org](mailto:cassoa@eachq.org)

**FEDERAL AVIATION ADMINISTRATION (FAA)**

Ms. Maria A Dipasquantonio      Senior Representative to the Caribbean  
800 Independence Ave. SW  
Washington, DC 20591  
Tel No.: [202] 621 3972  
Email: [maria.dipasquantonio@faa.gov](mailto:maria.dipasquantonio@faa.gov)

Mr. James Jelinski      Frontline Manager  
Miami International Field Office  
8600 N.W. 36<sup>th</sup> Suite 600  
Doral, FL 33166  
Tel No.: [305] 716 3500  
Fax No.: [305] 716 3515  
Email: [james.r.jelinski@faa.gov](mailto:james.r.jelinski@faa.gov)

Ms. Harry L Nutter, III      Deputy Division Manager  
FAA Southern Region  
Flight Standards Service  
1701 Columbia Avenue

College Park, GA 30337-2748  
Tel No.: [305] 716 3500  
Fax No.: [305] 716 3515  
Email: [harry.nutter@faa.gov](mailto:harry.nutter@faa.gov)

Ms. Kimberly Fowler      Desk Officer, Caribbean  
800 Independence Ave. SW  
Washington, DC 20591  
Tel No.: [202] 385 8902  
Fax No.: [202] 267 5032  
Email: [Kimberly.fowler@faa.gov](mailto:Kimberly.fowler@faa.gov)

Ms. Monica Nemecek      International Program Manager  
Latin America and the Caribbean  
800 Independence Ave. SW  
Washington, DC 20591  
Tel No.: [202] 385 8070  
Email: [Monica.nemecek@faa.gov](mailto:Monica.nemecek@faa.gov)

Ms. Krista Berquist      International Aviation Operations Specialist  
800 Independence Avenue, S.W. FOB-10B  
Washington, DC 20591  
Tel No.: [202] 385 8877  
Fax No.: [202] 267 5032  
Email: [krista.berquist@faa.gov](mailto:krista.berquist@faa.gov)

#### **TRANSPORTATION SECURITY ADMINISTRATION (TSA)**

Ms. Loretta McNeir      TSA Representative, Caribbean  
3000 SW 148<sup>th</sup> Avenue Suite 200  
Miramar, FL 33027  
Tel No.: [954] 874 7124  
Fax No.: [954] 479 7972  
Email: [Loretta.mcneir@dhs.gov](mailto:Loretta.mcneir@dhs.gov)

Mr. Robert C. McLaughlin      Area Director, Western Hemisphere  
Transportation Security Administration  
601 S. 12<sup>th</sup> Street, TSA-28  
Arlington, Virginia 22202  
Tel No.: [571] 227 1427  
Fax No.: [571] 227 2577  
Email: [robertc.mclaughlin@dhs.gov](mailto:robertc.mclaughlin@dhs.gov)

#### **UNITED STATES EMBASSY, GUYANA**

Ambassador John M. Jones      Chief of Mission  
United States Embassy  
100 Young and Duke Streets  
Georgetown, Guyana  
Tel No.: [592] 226 3938  
Fax No.: [592] 227 0240  
Email: [jonesjm@state.gov](mailto:jonesjm@state.gov)

**UNITED STATES EMBASSY, BARBADOS**

Jake Cosmos Aller Deputy Pol/Econ Chief  
U.S. Embassy, Wildey,  
Bridgetown, Barbados, West Indies  
Tel No.: [246] 227 4274  
Fax No.: [246] 227 4271  
Email.: [allerjc2@state.gov](mailto:allerjc2@state.gov)

B. Richard Switzer Political / Economic Officer  
U.S. Embassy, Wildey,  
Bridgetown, Barbados, West Indies  
Tel No.: [246] 227 4273  
Fax No.: [246] 227 4174  
Email: [Switzerbr@state.gov](mailto:Switzerbr@state.gov)

Kevin J. Tierney Political / Economic Officer  
U.S. Embassy, Wildey,  
Bridgetown, Barbados, West Indies  
Tel No.: [246] 227 4237  
Fax No.: [246] 227 4174  
Email: [TierneyKJ@state.gov](mailto:TierneyKJ@state.gov)

**INTERNATIONAL CIVIL AVIATION ORGANISATION (ICAO)**

Mr. Herald A. Wilson CARICOM Representative to ICAO  
999 University St.  
Suite 8.40.48  
Montreal, Quebec, H3C 5H7  
Tel No.: [514] 954 6651, [514] 954 6397  
Fax No. [514] 954 6668  
Email: [SaintLucia@icao.int](mailto:SaintLucia@icao.int)

Ms Loretta Martin Regional Director  
Presidente Masaryk No. 29-3  
Col. Chapultepec Morales  
México, D.F., C.P. 11570  
T: [52] 55 5250 3211  
F: [52] 55 5203 2757  
Email: [LMartin@mexico.icao.int](mailto:LMartin@mexico.icao.int)

**CARIBBEAN DEVELOPMENT BANK**

Carlson Gough Director  
Projects Department  
Caribbean Development Bank  
PO Box 408, Wildey, St. Michael  
Barbados, WI, BB1 1000  
Phone: 246 431 1710  
Fax: 246 426 7269  
Email: [goughc@caribank.org](mailto:goughc@caribank.org)

**INTER-AMERICAN DEVELOPMENT BANK**

Dora Currea            Manager, Country Department, Caribbean  
Inter-American Development Bank  
1300 New York Avenue, N.W.  
Washington, D.C. 20577, USA  
Phone 202 623 1591  
Email: [dorac@iadb.com](mailto:dorac@iadb.com)

Salvador Duarte        Customs and Trade Facilitation  
Inter-American Development Bank  
1300 New York Avenue, N.W.  
Washington, D.C. 20577, USA  
Phone: 202 623 3068  
Email: [SALVADORD@Contractual.iadb.org](mailto:SALVADORD@Contractual.iadb.org)

**EXPORT IMPORT BANK OF THE UNITED STATES**

Xiomara Creque        Business Development Officer  
Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, DC 20571  
Phone: 202-565-3477  
Fax: (202) 565-3931  
Email: [Xiomara.Creque@exim.gov](mailto:Xiomara.Creque@exim.gov)

**OVERSEAS PRIVATE INVESTMENT CORPORATION**

Christopher Cowan     Senior Investment Officer  
Overseas Private Investment Corporation  
1100 New York Avenue N.W.  
Washington D.C., 20527  
202-336-8409  
Email: [ccowa@opic.gov](mailto:ccowa@opic.gov)

# ADDENDUM

## Definitional Mission Study

### LATIN AMERICA AND THE CARIBBEAN REGION:

### AERODROME CERTIFICATION PROGRAM AND

### RELATED PROJECTS

Table 3: Note that several of the countries listed are not CASSOS members. The Table should be viewed as an illustrative list of country eligibility for select Caribbean nations. The countries eligible for funding are those denoted under Section 1 of the Request for Proposals.

Contacts: Where applicable, DM Report's contacts are supplemented or modified with the following:

#### **BARBADOS**

Mr. Anthony Archer

Chairman, CASSOS  
Civil Aviation Department  
Ministry of International Business and International Transport  
Building # 4, Grantley Adams Industrial Estate,  
Christ Church, Barbados  
Tel No: [246] 428 0930  
Fax No: [246] 428 2539  
Email: [civilav@sunbeach.net](mailto:civilav@sunbeach.net)

#### **HAITI**

Mr. Jean-Lemerque Pierre

Office National de l'Aviation Civil (OFNAC)  
L'Aviation Civil  
Route De L'Aéroport  
Port au Prince, Haiti  
Tel No: [509] 2250-0052  
Fax No: [509]-2250-0175/0998  
Email: [lpierre@ofnac.org](mailto:lpierre@ofnac.org)

#### **JAMAICA**

Ms. Cleone Sammuels

Admin Assistant  
Civil Aviation Authority  
4 Winchester Road  
Kingston 10  
Jamaica  
Tel No: [876] 960.3948  
Fax No: [876] 920.0194

**ORGANISATION OF EASTERN CARIBBEAN STATES (OECS)**

Mr. Donald McPhil

Director General (Acting)  
Eastern Caribbean Civil Aviation Authority  
Factory Road, St. John's  
ANTIGUA AND BARBUDA  
Tel No: [268] 462 3401  
Fax No: [268] 462 0082  
Email: [rjames@eccaa.aero](mailto:rjames@eccaa.aero)

# ANNEX 3



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

**NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS**

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

**USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):**

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

**NATIONALITY:**

1) Rule

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

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

## 2) Application

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

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

## 3) Definitions

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

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

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

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

## SOURCE AND ORIGIN:

### 1) Rule

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

### 2) Application

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

### 3) Definitions

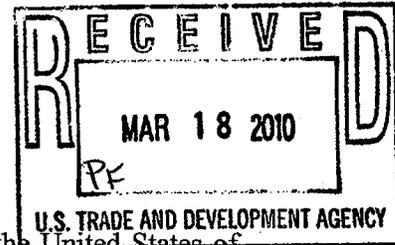
“Source” means the country from which shipment is made.

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

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

# ANNEX 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 Executive Secretariat of the Caribbean Aviation Safety and Security Oversight System ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$207,000 ("USTDA Grant") to fund the cost of goods and services required for technical assistance ("Technical Assistance") on the proposed Caribbean Airport Certification Process project ("Project") in Belize, Dominica, Grenada, Guyana, Haiti, Jamaica, Saint Lucia, Saint Kitts and Nevis, Saint Vincent and the Grenadines and Suriname (individually referred to as "Host Country"; collectively referred to as "Host Countries").

PDF: JS  
MD  
NY  
KE  
HL

### 1. USTDA Funding

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

### 2. Terms of Reference

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

### 3. Standards of Conduct

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

### 4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

## **5. USTDA as Financier**

### **(A) USTDA Approval of Competitive Selection Procedures**

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

### **(B) USTDA Approval of Contractor Selection**

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

### **(C) USTDA Approval of Contract Between Grantee and Contractor**

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

### **(D) USTDA Not a Party to the Contract**

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

Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

**(E) Grant Agreement Controlling**

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

**6. Disbursement Procedures**

**(A) USTDA Approval of Contract Required**

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

**(B) Contractor Invoice Requirements**

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

**7. Effective Date**

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

**8. Study Schedule**

**(A) Study Completion Date**

The completion date for the Study, which is December 31, 2011, is the date by which the parties estimate that the Study will have been completed.

**(B) Time Limitation on Disbursement of USTDA Grant Funds**

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

## **9. USTDA Mandatory Clauses**

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

## **10. Use of U.S. Carriers**

### **(A) Air**

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

### **(B) Marine**

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

## **11. Nationality, Source and Origin**

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

## **12. Taxes**

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

### **13. Cooperation Between Parties and Follow-Up**

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

### **14. Implementation Letters**

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

### **15. Recordkeeping and Audit**

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

### **16. Representation of Parties**

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

### **17. Addresses of Record for Parties**

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

To: E. Anthony Archer  
Chairman

Executive Secretariat of the Caribbean Aviation Safety and Security Oversight  
System (CASSOS)  
c/o Barbados Civil Aviation Department  
Building #4  
Grantley Adams Industrial Estate  
Christchurch, BB17089  
Barbados

Phone: (246) 428-0930  
Fax: (246) 428-2539

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

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

All such communications shall be in English, unless the parties otherwise agree in writing.

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

Appropriation No.: 11 10/11 1001  
Activity No.: 2010-51003A  
Reservation No.: 2010510003  
Grant No.: GH2010510001

#### **18. Termination Clause**

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

**19. Non-waiver of Rights and Remedies**

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

**20. U.S. Technology and Equipment**

By funding this Study, USTDA seeks to promote the project objectives of the Host Countries 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Government of the United States of America and The Executive Secretariat of the Caribbean Aviation Safety and Security Oversight System, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the United States of America

For the Executive Secretariat of the Caribbean Aviation Safety and Security Oversight System

By:

Nathan D. Ryngaert  
Nathan D. Ryngaert  
U.S. Trade Development Agency

Date:

March 17, 2010

By:

E. Anthony Archer  
E. Anthony Archer  
Chairman CASSOS

Date:

MARCH 17, 2010

Witnessed:

By:

Marita A. DiPasqua  
MARITA A. DiPASQUA ANTONI

Witnessed:

By:

John Lewis  
JOHN LEWIS

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

## Annex II

### **USTDA Mandatory Contract Clauses**

#### **A. USTDA Mandatory Clauses Controlling**

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and Executive Secretariat of the Caribbean Aviation Safety and Security Oversight System ("Client"), dated \_\_\_\_\_ ("Grant Agreement"). The Client has selected \_\_\_\_\_ ("Contractor") to perform the technical assistance ("Technical Assistance") for the Caribbean Airport Certification Process project ("Project") in Belize, Dominica, Grenada, Guyana, Haiti, Jamaica, Saint Lucia, Saint Kitts and Nevis, Saint Vincent and the Grenadines and Suriname (individually referred to as "Host Country"; collectively referred to as "Host Countries"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

#### **B. USTDA as Financier**

##### **(1) USTDA Approval of Contract**

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

##### **(2) USTDA Not a Party to the Contract**

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or

discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

### **C. Nationality, Source and Origin**

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

### **D. Recordkeeping and Audit**

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

### **E. U.S. Carriers**

#### **(1) Air**

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

## **(2) Marine**

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

## **F. Workman's Compensation Insurance**

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

## **G. Reporting Requirements**

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

## **H. Disbursement Procedures**

### **(1) USTDA Approval of Contract**

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

### **(2) Payment Schedule Requirements**

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

### **(3) Contractor Invoice Requirements**

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

**(a) Contractor's Invoice**

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

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

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

(ii) For contract performance milestone payments:

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

(iii) For final payment:

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

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

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

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

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

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

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

**(c) USTDA Address for Disbursement Requests**

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

**(4) Termination**

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

**I. USTDA Final Report**

**(1) Definition**

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

**(2) Final Report Submission Requirements**

The Contractor shall provide the following to USTDA:

- (a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that

confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

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

and

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

The Contractor shall provide two complete printed and electronic copies of the Final Report in English to each Host Country. In addition, the Contractor shall provide Haiti with two complete printed and electronic copies of the Final Report in French, and Suriname with two complete printed and electronic copies of the Final Report in Dutch.

### **(3) Final Report Presentation**

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

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

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

responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

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

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

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

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

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

## **J. Modifications**

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

## **K. Study Schedule**

### **(1) Study Completion Date**

The completion date for the Study, which is December 31, 2011, is the date by which the parties estimate that the Study will have been completed.

## **(2) Time Limitation on Disbursement of USTDA Grant Funds**

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

## **L. Business Practices**

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

## **M. USTDA Address and Fiscal Data**

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

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

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

### Fiscal Data:

Appropriation No.: 11 10/11 1001  
Activity No.: 2010-51003A  
Reservation No.: 2010510003  
Grant No.: GH2010510001

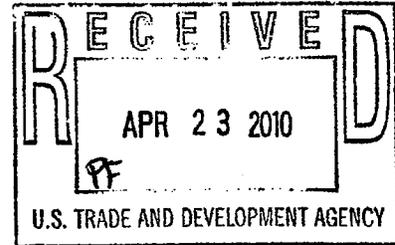
## **N. Definitions**

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

## **O. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Countries.

Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.



**AMENDMENT NO. 1**  
**TO THE**  
**GRANT AGREEMENT**  
**BETWEEN THE**  
**U.S. TRADE AND DEVELOPMENT AGENCY**  
**AND THE**  
**EXECUTIVE SECRETARIAT OF THE**  
**CARIBBEAN AVIATION SAFETY AND**  
**SECURITY OVERSIGHT SYSTEM**

PDF: KE JS HL  
NY MB  
CC: LZ PD  
MC JW

Re: Latin America and Caribbean Regional: Caribbean Airport Certification Process Project (USTDA Activity No. 2010-51003A)

The Grant Agreement, dated March 17, 2010, between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA"), and the Executive Secretariat of the Caribbean Aviation Safety and Security Oversight System ("Grantee"), to fund the cost of goods and services required for technical assistance ("Technical Assistance") on the proposed Caribbean Airport Certification Process project ("Project") is hereby amended as follows:

**1. "Host Countries"**

All references in the Grant Agreement and Terms of Reference to "Belize" are hereby deleted.

**2. Terms of Reference**

Annex I Terms of Reference to the Grant Agreement is hereby replaced in its entirety with Annex I Terms of Reference to this Amendment No. 1.

In all other respects and to the extent not amended by this Amendment No. 1, the terms of the Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the U.S. Trade and Development Agency and The Executive Secretariat of the Caribbean Aviation Safety and Security Oversight System, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below.

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

**For the Executive Secretariat of the  
Caribbean Aviation Safety and Security  
Oversight System**

By: *Nathan D. Young*  
*Nathan D. Young*  
*U.S. Trade & Development Agency*

By: *E. Archer*  
E. Anthony Archer  
Chairman of CASSOS

Date: *April 19, 2010*

Date: \_\_\_\_\_

# ANNEX 5

## Annex I

### Terms of Reference

#### **Objective:**

The objective of this Terms of Reference is to provide the Executive Secretariat of the Caribbean Aviation Safety and Security Oversight System ("Grantee") with technical assistance ("Technical Assistance") on the proposed Caribbean Airport Certification Process project ("Project") in Dominica, Grenada, Guyana, Haiti, Jamaica, Saint Lucia, Saint Kitts and Nevis, Saint Vincent and the Grenadines and Suriname (individually referred to as "Host Country"; collectively referred to as "Host Countries").

The Technical Assistance tasks are as follows:

#### **Task 1: Collection and Review of Documents**

The Contractor shall:

- (A) Obtain from the Grantee copies of existing airport certification manuals (whether completed or in draft form) for Grenada, Guyana, Jamaica, Saint Kitts and Nevis and Suriname.
- (B) Review the manuals obtained under Subtask 1(A) for compliance with ICAO Annex 14 requirements, prepare a section-by-section commentary as to the adequacy of these manuals and identify sections that require improvement.
- (C) In coordination with the Grantee and each Host Country, develop an itinerary to visit the international airports in Host Countries with existing certification manuals (Grenada, Guyana, Jamaica, Saint Kitts and Nevis and Suriname), and develop and itinerary to visit the Host Countries that do not have airport certification manuals (Dominica, Haiti, Saint Lucia, and Saint Vincent and the Grenadines).

**Task 1 Deliverable:** The Contractor shall produce the materials described under Subtasks 1(B) and 1(C) and submit to the Grantee for review by the Grantee and the civil aviation authorities of the Host Countries.

#### **Task 2: Preparation of Master Airport Safety Plans including Airport Certification Manual**

The Contractor shall:

- (A) Travel to the Host Countries to visit the international airports described in Subtask 1(C). The Grantee shall undertake its best efforts to ensure that the civil aviation authorities in the Host Countries shall provide the Contractor with access to all areas of the airports under analysis, and offer any information needed by the Contractor with respect to current administrative and operational processes in effect.

- (B) For those Host Countries with existing airport certification manuals as described under Subtask 1(A), the Contractor shall meet with airport officials to discuss the commentary provided under Subtask 1(B).
- (C) Conduct a compliance review and condition assessment for each airport with respect to the runway end safety area, airfield signage, personnel protective equipment and aircraft rescue fire fighting (ARFF) vehicles. The Contractor shall assess the number, size and capacity of each required item and assign a budget level ( $\pm 15$  percent range) cost estimate for their procurement.
- (D) As appropriate, conduct a compliance review and condition assessment for each airport with respect to sea rescue capabilities.
- (E) Evaluate alternative means to meet runway end safety area deficiencies, including the installation of engineered material arresting systems (EMAS), cut-and-fill, use of declared distances or some combination of these options. Where EMAS is recommended, the consultant shall prepare a cost estimate for procuring EMAS materials.

Task 2 Deliverable: The Contractor shall review assessments and recommendations with the corresponding civil aviation authorities and prepare a Master Airport Safety Plan for each containing the following:

- (A) Airport Certification Manual that is compliant with ICAO Annex 14 requirements; and
- (B) Assessments and recommendations, as well as a detailed assessment of the conditions and estimated costs.

The Master Airport Safety Plan shall be delivered to the Grantee for review by the Grantee and civil aviation authorities of the Host Countries.

### **Task 3: U.S. Sources and Supply**

The Consultant shall identify prospective U.S. suppliers for goods and services required to implement the Project, including the business name, point of contact, address, telephone and fax number information for each supplier.

Task 3 Deliverable: The Contractor shall produce the materials required under Task 3 and submit to the civil aviation authorities of the Host Countries, the Commercial or Economic Sections of the U.S. Embassy in the respective Host Countries, and the Grantee.

### **Task 4 – Identification of Sources of Financing**

The Contractor shall recommend sources of financing based on deficiencies identified in Task 1 and Task 2 and estimate the corresponding cost of the products and services identified in Task 1 and Task 2. Considered sources of financing shall include, but not be limited to, the Export-Import Bank of the United States, the Caribbean Development Bank, the Inter-American Development Bank, commercial banks, and institutions that provide supplier credits.

Task 4 Deliverable: The Contractor shall provide the Grantee and participating Host Countries with summary representational terms and conditions for financing by identified financing institutions, including tenor, rate, fees, and guarantees, if applicable.

#### **Task 5 – Development and Environmental Impacts**

The Contractor shall:

- (A) Provide an analysis of key host country development impacts. These development impact factors are intended to provide interested parties with a broader view of the Technical Assistance potential effects on the Host Countries. The analysis shall focus on what development impact is likely if the deficiencies at participating airports are addressed according to Technical Assistance recommendations. The Contractor shall specifically focus on examples of impacts from the categories listed below, and develop a methodology for assessing these impacts over time. While specific focus shall be paid to the immediate impact of the Technical Assistance, the analysis shall include any additional developmental benefits that may result from the Technical Assistance implementation, including spin-off and demonstration effects. The analysis shall include an assessment of each of the following categories with respect to the Technical Assistance potential development impact:
- (1) **Infrastructure:** Provide a statement on the physical or financial infrastructure improvements that may result if the deficiencies identified by the Technical Assistance were addressed and an estimate of the scale of construction or installation expected.
  - (2) **Market Oriented Reform:** Discuss any market-oriented reforms that may be recommended to facilitate airport certification using the Technical Assistance suggestions. This may include any policy changes, which result in the increase in trade flow, or increase in competition in a given sector.
  - (3) **Human Capacity Building:** Estimate the number and type of jobs that may be created during the installation or construction phase if the deficiencies identified by the Technical Assistance were addressed. Provide separate estimates of the number of jobs that may be created or sustained once installation is complete (or the number of jobs that may be lost due to labor saving technology). Comment on any prospective training recommended in the Technical Assistance, including an estimate of the number of persons to be trained, type of training needed, and the desired outcome of the training.
  - (4) **Technology Transfer and Productivity Enhancement:** Provide a description of any advanced technologies/processes that may be introduced as a result of the Technical Assistance, and a description of any efficiency that would be gained.
  - (5) **Other:** Describe any other developmental impacts or benefits that may result from the Technical Assistance, for example, follow-on or replication

projects, improved governance, or enhanced revenue flows to the Host Countries.

- (B) Conduct a preliminary review of the Project's environmental impact with reference to local requirements and those of relevant multilateral lending agencies, such as the World Bank. 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 in anticipation of the Project moving forward to the implementation stage.

Task 5 Deliverable: The Contractor shall prepare a Development Impact Report and Environmental Impact Report and deliver to the Grantee.

**Task 6: Final Report**

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (Final Report). The Contractor shall organize the Final Report according to the above tasks, and shall include an Executive Summary and all deliverables and documents that the Contractor has provided to the Grantee. The Final Report shall be prepared and delivered to USTDA in accordance with Clause I of Annex II of the Grant Agreement.

Task 6 Deliverable: The Contractor shall prepare and submit the Final Report to the Grantee and the Host Countries, and provide a formal presentation of the report's findings to the Grantee.

Notes:

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

# ANNEX 6



7. Project Manager's name, address, telephone number, e-mail address and fax number .

**B. Offeror's Authorized Negotiator**

Provide 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.

**C. Negotiation Prerequisites**

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical Assistance as proposed and reflect such impact within the project schedule.

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

**D. Offeror's Representations**

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_ . The Offeror 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 Technical Assistance. The Offeror 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. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of \_\_\_\_\_.

2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror 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 Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

Signed: \_\_\_\_\_  
(Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_