REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

PRIORITY AIRPORT PROJECTS

Submission Deadline: **12 PM**

LOCAL TIME (Port-au-Prince, Haiti)

OCTOBER 11, 2010

Submission Place: Autorité Aéroportuaire Nationale
Route de l'Aéroport
Aéroport International Toussaint l'Ouverture
Boulevard Toussaint l'Ouverture
Port-Au-Prince, Haiti
Phone : +509 34 54 72 10 or (305) 600-5577 (Vonage Number)

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.

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US$813,000 to Autorité Aéroportuaire Nationale (the "Grantee") in accordance with a grant agreement dated August 24, 2010 (the "Grant Agreement"). The purpose of this Technical Assistance ("TA") on Priority Airport Projects ("Project") is to assist Haiti ("Host Country") in rebuilding its airport and aviation infrastructure and address immediate needs at Port-au-Prince International Airport (PAPIA or the Airport).

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 Technical Assistance.

1.1 BACKGROUND SUMMARY

Autorité Aéroportuaire Nationale (AAN), Haiti's national airport authority, requested a USTDA grant to develop conceptual plans, project costs and implementation timelines for seven high-priority projects that require prompt implementation to promote the safety and efficiency of airport operations. This assistance will enable AAN to design and implement important upgrades at Haiti's principal international airport in Port-au-Prince.

A background Desk Study is provided for reference in Annex 2.

1.2 OBJECTIVE

The usage of the term "priority" in this Priority Airport Projects TA refers to projects that need to be implemented and operational within the next year. The following "priority action projects" have been identified by the International Civil Aviation Organization (ICAO) with input from the Federal Aviation Administration (FAA), Transport Security Administration (TSA), United Nations (UN) and other institutions through their evaluation efforts conducted soon after the January 12, 2010 earthquake and after discussions with the Grantee and the Office National de l'Aviation Civile (OFNAC):

1. Construction of a parallel taxiway and rehabilitation of the runway (including signage)
2. Airport security plan
3. Construction of a new air traffic control tower
4. Construction of a power plant
5. Construction of a sewage collection system and a wastewater treatment plant
6. Rehabilitation of external and internal roads, and other accessory roads
7. Construction of a new international terminal building and automobile parking area

Please note that these projects are listed above in order of relative priority and in the order in which AAN seeks to proceed. Each of the projects listed above requires a technical analysis to confirm the appropriate character and size of the facilities, preparation of a preliminary engineering design to include the identification of construction cost estimates, and preparation of requests for bids to provide the required facilities on a design-build basis.

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$813,000. **The USTDA grant of US$813,000 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$813,000 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 Priority Airport Projects.

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 DESK STUDY REPORT

USTDA sponsored a Desk Study 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$813,000.

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 French.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

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

Mr. Lionel Isaac
Director General
Autorité Aéroportuaire Nationale (AAN)
Route de l'Aéroport
Aéroport International Toussaint l'Ouverture
Boulevard Toussaint l'Ouverture
Port-Au-Prince, Haiti
Phone : +509 34 54 72 10 or (305) 600-5577 (Vonage Number)

An original in English, an original in French and three (3) copies of your proposal in French must be received at the above address no later than 12 PM, on OCTOBER 11, 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 in English, the original in French and three (3) copies in French 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$813,000, which is a fixed amount.

Offerors shall submit one (1) original in French, one original in English and three (3) copies of the proposal in French. 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 requested in sections 3.2.5 and 3.2.6 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.

2. 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 _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.

3. 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.

4. 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 3 above.

5. 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.

6. 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.

3.2.5 Subcontractor Profile

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).

3.2.6 Subcontractor's Representations

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

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

2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding 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 subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.

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

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

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

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 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 each of the Offeror and any subcontractor, including the following information:

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

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

Although the budget for this technical assistance grant is fixed at US$813,000, proposals should indicate the number of person-days that are allocated to each task by each of the assigned key personnel.

Scored selection criteria for competitive bidding:

1. Technical Experience (25 percent)

Proposals will be evaluated with regard to the experience demonstrated for each of the key personnel. Individual experience rather than firm experience is the key factor in this evaluation. Assigned personnel should demonstrate proven experience in:

a. Airport planning and design for domestic and international services at airports with activity levels of at least 4 million total annual passengers.
b. Airports accommodating the range of air carrier and regional airline aircraft in use and planned for at the Airport in the next 10 years.
c. Phasing plans for airport development programs.
d. Architectural and engineering design of airport passenger terminals including passenger screening and security, information technology, and baggage claim and handling systems.
e. Engineering design of airfield pavements, air traffic control towers, visual landing aids including approach lighting systems.
f. Engineering design of unit power plants and wastewater treatment facilities.
g. Working knowledge of planning and design best practices and standards issued by International Civil Aviation Organization (ICAO) and the U.S. Federal Aviation Administration (FAA).
h. Knowledge of funding programs provided by multilateral financing institutions and international grant assistance programs.

2. Project Understanding, Methodology and Approach (20 percent)

The evaluation will consider the appropriateness of the technical and management approach to review, critique, and prepare airport master and layout plans, and the overall quality and responsiveness to the request for proposal. This includes a demonstrated understanding of the airport planning process and a clear and succinct description regarding how the planning effort will be executed including interaction with AAN, the Ministry, and OFNAC. Suggestions should be offered as it relates to achieving the project objectives and effective movement toward implementation. These ideas should reflect the allocation of the assigned personnel as it relates to scope of work defined in this document.

3. Capacity to Meet Desired Timeframe (20 percent)

Given the critical nature of the immediate action projects, the Contractor shall be evaluated with respect to the depth and breadth of its personnel and resources to meet a six-month timeframe for completion of the technical assistance. This evaluation implicitly considers the ability to coordinate project efforts and maximize the scheduling of concurrent task activities. Contractors should identify a detailed schedule to carry out each of the technical assistance tasks.

4. Financial Experience (20 percent)

Experience with the development and analysis of airport capital expenditure programs are critical to the process to discern financial viability. Specific experience with Caribbean and Latin American project finance for airport and other infrastructure projects, including concession strategies, is essential to the process of identifying viable financing options. This also includes familiarity with financing offered by multilateral and bilateral institutions, commercial banking institutions, and private equity interests.

5. Language (15 percent)

The French language skills of assigned personnel will be an important consideration in the conduct of the technical assistance. This could include the use of Haitian firms with experience in the areas of planning, design, and construction, which is encouraged.

Contractor personnel should have a minimum of 10 years of directly relevant project experience to match the task assigned including the use of ICAO annexes and FAA design standards. Strong knowledge of French (read, write and speak) is required for those interacting with the staff of AAN, the Ministry, and OFNAC. All key assigned personnel shall hold appropriate university degrees and be experienced in the planning and design of the required airport and related infrastructure improvements as required at underdeveloped countries. Personnel assignments should be made in consideration of known and anticipated workload commitments.

The Contractor's team shall be comprised of the following:

- Project Manager – Lead airport engineer and the primary point of contact for the Ministry, AAN and OFNAC. Experienced in the design of international airports serving air carrier and general aviation aircraft with strong knowledge and appreciation for the technical skills required of other personnel to conduct the project.

- Airfield Area Engineer – Responsible for designing the airfield area and air traffic analysis components of the Airport in accordance with ICAO and FAA facility design standards.

- NAVAIDS and VISAIDS Engineer – Responsible for the siting the visual landing aids including approach lighting systems, and air traffic control towers in accordance with ICAO and FAA design standards and practices.

- Terminal Facilities Architect – Responsible for evaluating the terminal area component of the Airport including the space program and security. Experienced in segregating passenger flows by domestic and international services, and in airport concession programs to enhance terminal building operations revenue.

- Cargo Facilities Engineer – Responsible for designing the layout and equipment requirements to service air cargo aircraft and operators.

- Utilities Engineers – Responsible for evaluating alternative power supply sources, siting and equipage of systems, including package plants, for electrical power, water and wastewater facilities. Engineering disciplines include those addressing electrical, mechanical, electromechanical, water system and wastewater facilities.

- Environmental Specialist – Responsible for assessing potential environmental impacts and mitigation strategies, including bird strike management. Knowledge of applicable laws and regulations in the assessment of environmental impacts.

- Security Systems Specialists – Responsible for evaluating and selecting appropriate security systems (inspection, video monitoring, central controls) to serve passenger terminal operations,

air freight and other airport operations centers, power and water/wastewater utility systems, and the airport perimeter including roadways.

- Cost Estimator – Responsible for identifying budget-level construction cost estimates and associated implementation expenses as applicable to Haiti.

- Financial Specialist – Responsible for evaluating the financial feasibility for project implementation. Knowledge of international financing sources, grant programs such as those provided by USAID, and the application of public-private partnerships to finance infrastructure improvements.

Haitian firms that can support the Contractor in technical areas, translation and coordination with the Ministry, AAN and OFNAC are a potential complement to the study effort.

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

Price will not be a factor in contractor selection.

ANNEX 1

ANNOUNCEMENT IN *FEDERAL BUSINESS OPPORTUNITIES*

LIONEL ISAAC, DIRECTOR GENERAL, AUTORITE AEROPORTUAIRE NATIONALE (AAN), ROUETE DE L'AEROPORT, AEROPORT INTERNATIONAL TOUSSAINT L'OUVERTURE, BOULEVAR TOUSSAINT L'OUVERTURE, PORT-AU-PRINCE, HAITI, PHONE: +509 34 54 72 10 or (305) 600-5577 (Vonage Number)

HAITI PRIORITY AIRPORT PROJECTS

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. HAITI PRIORITY AIRPORT PROJECTS. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop technical assistance to enable Autorité Aéroportuaire Nationale (AAN), Haiti's national airport authority, to design and implement important upgrades at Haiti's principal international airport in Port-au-Prince.

The usage of the term "priority" in this Priority Airport Projects TA refers to projects that need to be implemented and operational within the next year. The following "priority action projects" have been identified by the International Civil Aviation Organization (ICAO) with input from the Federal Aviation Administration (FAA), Transport Security Administration (TSA), United States Air Force (USAF) and United Nations (UN) through their evaluation efforts conducted soon after the January 12, 2010 earthquake and after discussions with the Grantee and the Office National de l'Aviation Civile (OFNAC):

1. Construction of a parallel taxiway and rehabilitation of the runway (including signage)
2. Airport security plan
3. Construction of a new air traffic control tower
4. Construction of a power plant
5. Construction of a sewage collection system and a wastewater treatment plant
6. Rehabilitation of external and internal roads, and other accessory roads
7. Construction of a new international terminal building and automobile parking area

Please note that these projects are listed above in order of relative priority and in the order in which AAN seeks to proceed. Each of the projects listed above requires a technical analysis to confirm the appropriate character and size of the facilities, preparation of a preliminary engineering design to include the identification of construction cost estimates, and preparation of requests for bids to provide the required facilities on a design-build basis.

The U.S. firm selected will be paid in U.S. dollars from a $813,000 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 and French directly to the Grantee by 12 pm, October 11, 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

PORTIONS OF THIS DESK STUDY REPORT HAVE BEEN INTENTIONALLY REDACTED

ONLY RELEVANT PORTIONS OF THIS DESK STUDY REPORT PERTAINING TO HAITI PRIORITY AIRPORT PROJECTS TECHNICAL ASSISTANCE ARE INCLUDED HEREIN

INTRODUCTION

The United States Trade and Development Agency awarded QED Airport & Aviation Consultants a professional services contract to conduct a Desk Study USTDA-CO2010510007 (DS) seeking to identify opportunities and recommend feasibility studies and other strategies that could lead to greater U.S. industry participation in support of the development of the Haitian aviation sector.

This principal goal of the DS was to develop findings and conclusions that enabled the QED Team to make recommendations regarding how USTDA could provide support to Autorité Aéroportuaire Nationale (AAN) to assist with meeting priority requirements of making the Toussaint l'Overture International Airport (PAPIA) in Port-au-Prince (also known as Port-au-Prince International Airport) fully functional in the aftermath of the earthquake that struck on March 12, 2010. Additionally, the QED Team explored longer-term requirements as they relate to the growth and expansion of Haiti's airport system, with a view toward fostering greater development of the regional economies in the northern and southern regions of the country.

The QED Team comprised the following:

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

RECOMENDATION TO USTDA

The QED Team recommends that USTDA provide a grant to support technical assistance for AAN addressing the priority needs of PAPIA.

PAPIA Priority Projects
US$813,000 in technical assistance grant support to assist AAN with developing conceptual plans, project costs, and implementation timelines for the following group of high priority projects that require immediate implementation:

1. Construction of a parallel taxiway and rehabilitation of the runway including signage
2. Construction of a new international terminal building and automobile parking area
3. Rehabilitation of external and internal roads, and other accessory roads
4. Construction of a sewage collection system and a wastewater treatment plan
5. Construction of a power plant
6. Construction of a new air traffic control tower
7. Airport security plan

BACKGROUND

The aviation sector of the Republic of Haiti is administered through the Ministry of Public Works, Transport and Communications (Ministry) and its Autorité Aéroportuaire Nationale (AAN) and Office National de l'Aviation Civile (OFNAC). AAN manages, operates and develops the country's system of airports. OFNAC administers rules and regulations related to air transport, and are responsible for operating, maintaining and improving air traffic management systems, terminal and en route navigation surveillance and control, and aviation weather data collection and dissemination.

Prior to the tragic earthquake that struck the capital region of Haiti on January 12, 2010, AAN had retained the French airport consultancy, Aéroports de Paris (ADP), to advise on future improvements to its primary air gateway, the Toussaint l'Overture International Airport (PAPIA) in Port-au-Prince through the year 2034 planning horizon. The resultant airport master plan was completed in March 2008. As late as July 2009, the USTDA supported the enhancement of the management and operation of the Airport through a technical assistance grant that was conducted by Avmark, a U.S. consultancy based in Virginia.

Nearly immediately after the earthquake, humanitarian aid began to descend on Haiti and PAPIA was the primary means of access to Port-au-Prince. Included in these missions were delegations from the International Civil Aviation Organization (ICAO), the U.S. Federal Aviation Administration (FAA), U.S. Transportation Security Administration (TSA), United States Air Force (USAF), the World Bank and the United Nations. Their primary mission was to collectively assess the current state of the Airport facilities, identify a recommended action plan that included, among other items, the provision of remedial assistance in equipment and material to enable the safety of inbound and outbound flights. For example, the FAA provided a mobile air traffic control tower and communications equipment, and with the assistance of the USAF conducted a physical assessment of the airfield pavements, terminal area structures, airfield lighting, terminal navigational aids, emergency response equipment and other key elements to facilitate the movement of aircraft, vehicles and people on the Airport.

As a consequence of this international and coordinated response to the air transport sector, both immediate and longer-term facility improvement needs were identified by government and industry agencies that are well experienced in the operation and use of airports. The QED Team of Messrs. Ronald F. Price and Clarence S. Haynes was provided access to these documents and met with representatives of the AAN while they participated in an aviation sector orientation visit organized by the USTDA during the period of May 16–26, 2010. The QED Team also conferred with FAA representatives and those from international funding agencies that could support potential further studies and the implementation of the recommended facility improvements.

While the current focus on the Haitian aviation sector has been PAPIA, there are other airport infrastructure in Haiti that warrant attention as a component of the government's initiatives to decentralize its economy from Port-au-Prince and promote tourism and other economic development in the northern and southern regions of the country. This includes expansion and upgrade of Cap Haïtien and Andre Simon (Les Cayes) Airports to be to attract international traffic and the upgrade of domestic airports in Jacmel, Port de Paix, and Jeremie.

Republic of Haiti
Population: 9.8 million
Capital: Port-au-Prince
Area: 10,714 sq miles
Currency: Gourde (G40.25 = US$1 at 5/27/10)
GNI per capita: US$660
Main exports: Apparel, light manufactures, plant oils, cocoa, mangoes, coffee

After countless years of economic suffering, Haitian authorities, in 2004, instituted a series of economic reforms that have led to five successive years of moderate economic growth. In July 2009, upon completion of these reforms that promoted poverty reduction, economic development and transparency and accountability in public finances, Haiti was granted US$1.2 billion of debt relief principally from the Inter-American Development Bank, the World Bank and the International Monetary Fund (IMF), through the Enhanced Heavily Indebted Poor Countries (HIPC) Initiative.

Unfortunately, the catastrophic impact of the January 12 earthquake adversely affected the favorable developments of the past 5 years and has created many political, social, and economic challenges for Haiti, which is already the poorest country in the Western Hemisphere. According to the Post-Disaster Needs Assessment (PDNA), Port-au-Prince experienced losses approximating US$8 billion, or 120 percent of GDP. Additionally, the PDNA estimates total reconstruction needs to be US$11.5 billion and during the March 31 International Conference in New York, donors pledged more than US$9 billion with funds being invested in a Multi-Donor Trust Fund is being established with principal partners including the World Bank, the United Nations, and the Inter-American Development Bank. The administration of the Trust Fund will be carried out by the World Bank. Through this Trust Fund and other assistance, the proceeds for the most part are targeted toward projects under the Government's reconstruction program entitled Action Plan for National Recovery and Development (PARDN).

The Action Plan draws on the PDNA as well as Haiti's existing national strategy, with focus on the four following areas:

1. **Territorial rebuilding**, including promoting development centers outside the capital, rebuilding affected areas, prioritizing growth-driving infrastructure, and managing land tenure.
2. **Economic rebuilding**, with a focus on modernizing and developing key sectors: agriculture, construction, manufacturing and tourism.
3. **Social rebuilding**, emphasizing the goals of universal primary education, an adequate higher education system, a health system with essential coverage nationwide; and social protection for the most vulnerable.
4. **Institutional rebuilding**, under which priorities are to re-establish core state functions, modernize the legal and regulatory framework, set up institutions to manage reconstruction, and establish a culture of transparency and accountability that deters corruption.

The goal is to restore and sustain GDP growth at a level of 3.5% by 2015 with growth initially attributable to the prudent investment of proceeds from the Trust Fund. As these investments take hold, it is envisioned that as the economic activity (principally agriculture, tourism, services, and light manufacture) in the northern and southern regions improve and this success hinges largely on

the development of regional centers and the creation of transport, energy and industrial infrastructure as well as commercial services. Therefore, critical components to the regional and infrastructure development strategy are the reparation of Port-au-Prince International Airport and the development of other international and domestic airports in the northern and southern regions of Haiti. Finally, assuming changes in the legal regulatory to accommodate private sector investment, renewed economic growth can serve as the basis for creating new business opportunities that will attract domestic and foreign direct investment.

HAITIAN AVIATION SECTOR

Responsibility for the operation, management and development of the Haitian aviation sector is assigned to the Ministry of Public Works, Transport and Communications. The AAN and OFNAC are the two primary agencies within the Ministry to carry out these responsibilities. AAN focuses on the management and operation of all airport facilities while OFNAC generates rules and regulations and provides equipment and personnel to manage air traffic control including the installation of terminal navigational aids, radar surveillance and radio communications.

PAPIA is the primary international airport serving Haiti and there are nine additional airports in Haiti, some of which are open to international charter service and also utilized in domestic scheduled service provided by airlines operating small aircraft. All airports accommodate general aviation activity. The extent of airfield and terminal area facilities at the airports vary and no airport has more than one runway. PAPIA is the most developed airport and offers all services typically available at airports serving international passengers and cargo, including a Category I instrument landing system, but without an approach lighting system. Other airports have paved or turf runways most ranging between 2,000' and 3,900' in length. The Cap Haïtien International Airport has a runway length of 4,886'. All the airports provide tiedown positions for based and transient aircraft and most have a hangar facility and possibly a small terminal building.

Activity levels are not readily available for most airports in Haiti. PAPIA has reportedly accommodated nearly 1 million annual total passengers in 2006, which suggests an aircraft activity level of about 10,000 annual operations (takeoffs and landings.) This number does not include general aviation aircraft operations, some of which may have international originations and destinations. It is anticipated that the level of aircraft operations at each of the airports in Haiti will not require a second runway for capacity purposes. Crosswind limitations may be exceeded for light aircraft on the primary runway; however, overall activity levels are not likely to justify the construction a second runway for this purpose.

OFNAC provides primary radar coverage for the Haitian airspace and there is airport surveillance radar at PAPIA. There is an identified need to complement that capability with secondary surveillance radar that provides aircraft identification, altitude and airspeed data.

SPONSOR'S CAPABILITIES AND COMMITMENTS

AAN through the Ministry of Transport and Communications has worked closely with the Government of the Republic of Haiti in developing a plan for PAPIA and other domestic and international airports. As exemplified by the Master Plan completed by Aéroport de Paris Ingénierie in March 2008 and other technical assistance rendered prior to the January 12 earthquake, AAN was in the process of putting in motion these plans but limited financial resources, limited management resources, and a legal regulatory environment curtailed private sector participation including that by foreign entities.

Because the airport system is a critical element to the success of the Action Plan, AAN has a unique opportunity to secure the financial resources to begin instituting the necessary upgrades that would make PAPIA and other airports more viable operations and equally important, catalysts for the growth and expansion of the Haitian economy. Additionally, according to discussions with representatives from the Inter-American Development Bank, the Action Plan calls for the development of a more accommodating legal framework that facilitates foreign and national private investments. This will better enable private structures including the establishment of public-private partnerships that will allow operations to be directed under management contract awarded to private sector entities as well as other structures including BOT (Build, Operate and Transfer). In this case, the objective will be to mobilize as quickly as possible the necessary investment sources for the delivery of as much infrastructure as possible under these regimes, and better assure the effective implementation of approved projects as well as the effective management of ongoing operations.

JUSTIFICATION

Although Haitian authorities have contemplated the improvement of its airport and aviation infrastructure in recent years, notably for the Toussaint l'Overture International Airport (PAPIA) and Cap Haïtien International Airport for which long-term master plans have been prepared, the devastation accompanying the January 12, 2010 earthquake has materially changed the course of direction. The humanitarian and financial response from the international community has been gratifyingly overwhelming and, as for the aviation sector, is being managed jointly with the assistance from ICAO with significant input from the FAA. Haitian government officials are both rebuilding Port-au-Prince and taking action to decentralize the economy and its concentrated population to other areas within the country. The availability of air and marine transportation to these locations is a critical aspect given the condition of roadways and attendant long ground transit times, and also a major contributor to the growth of the local economies in these areas. The capital improvement needs at the airports comprising the Haitian aviation system are both immediate, primarily at PAPIA, and longer-term. The technical assistance recommended in this Desk Study aims to achieve this objective and better identify the extent of required facilities in the short-term, mid-term, and long-term.

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PROJECT: STAGE 1-PORT AU PRINCE INTERNATIONAL AIRPORTS PROJECTS

EXECUTIVE SUMMARY

The QED Team is recommending that the USTDA award a technical assistance grant in the amount of US$813,000 to support technical assistance to Autorité Aéroportuaire Nationale facilitating immediate implementation of reparation projects for Port-au-Prince International Airport (The word "immediate" refers to projects that need to be implemented and operational within the next year).

The projects under consideration require a technical analysis to confirm project scope, cost, conceptual design, and preliminary investment timeline required in preparation of requests for financing and bids to provide the required facilities on a design-build basis. As PAPIA is a principal international gateway for goods and services to Haiti, the implementation of these projects is critical to the Action Plan for Reconstruction and Development for the Government of the Republic of Haiti, which is the post-earthquake reconstruction program.

USTDA contracted QED to conduct a Desk Study (DS), USTDA-CO2010510007 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 AAN. The DS included assessing a second project supporting AAN's development an airport system that improves access to the northern and southern regions in support of Haiti's Action Plan to develop the economies within those regions.

The QED Team met with AAN officials in Dallas, Texas and Washington, DC to discuss their project requirements and possible support by USTDA. Additionally, the QED Team discussed the respective projects with among others, the FAA; engineering firms that could provide the consultancy; prospective suppliers; the Inter-American Development Bank; the Export Import Bank of the United States; and the Overseas Private Investment Corporation.

Initial estimates are that project cost will be US$104.8 million, of which U.S. export potential of approximately US$47.9 million. It is anticipated that initially, financing will come from multilateral sources or the Multilateral Donor Trust Fund and assuming that there are revisions in the legal regulatory framework, private sector financing structures might be considered.

AAN envisions project implementation to take place within one year. It is estimated that the technical assistance will take as long as six months and in order to get financial support and commence the procurement process in a timely manner, AAN is requesting that USTDA give consideration for approval in the earliest possible timeframe.

PROJECT DESCRIPTION

The project entails the reparation and upgrade by AAN of key elements of the infrastructure of the Port-au-Prince International Airport (PAPIA). The priority projects presented to USTDA by AAN are being considered for immediate implementation and are as follows:

1. Construction of a parallel taxiway and rehabilitation of the runway including signage
2. Construction of a new international terminal building and automobile parking area
3. Rehabilitation of external and internal roads, and other accessory roads
4. Construction of a sewage collection system and a wastewater treatment plan
5. Construction of a power plant
6. Construction of a new air traffic control tower
7. Airport security plan

The aforementioned PAPIA projects are deemed of great importance to the Government of the Republic of Haiti as their implementation and completion is key to the institution of their overall Action Plan for National Recovery and Development (PARDN), which is the Government's post earthquake reconstruction program. In anticipation of the Action Plan gaining momentum, these priority projects will enable PAPIA to have a higher level of functionality and support the movement of people, goods, and services into Haiti through this critical gateway. Moreover, the reparation of PAPIA is part of an overall strategy by AAN to develop an airport system that alleviates some of the pressure off of PAPIA and improves access to the northern and southern regions of Haiti with a view toward developing economies within those regions.

Each of the projects listed above require a technical analysis to confirm the appropriate character and size of the facilities, preparation of a conceptual design to include the identification of construction cost estimates, and preparation of requests for bids to provide the required facilities on a design-build basis. It is envisioned that the technical assistance will enable AAN to approach and financial institutions with design, cost, and other critical information for them to consider support for the projects. It is anticipated that financing for these projects will come from multilateral or bilateral aid support and from the Multilateral Development Donor Fund, as the ability to source financing from private sources will be limited due to risk considerations and also a less than adequate legal framework accommodating financing structures suitable to projects of this nature.

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U.S. EXPORT POTENTIAL

Table 1 reflects the estimated project costs and the potential U.S. market to provide the improvements contemplated as a consequence of implementing the technical assistance presented in the sections above for the PAPIA immediate action projects.

Table 1

PROJECT AND U.S. EXPORT POTENTIAL VALUES

TOUSSAINT L'OVERTURE INTERNATIONAL AIRPORT (PAPIA)

IMMEDIATE AND SHORT-TERM NEEDS (2010-2018)

Principal Project Item – AAN Responsibility	Total Value (US$)	Potential U.S. Export Value (US$)
Parallel taxiway, runway rehabilitation and signage	1,800,000	400,000
PAPIs, REILs MALSR	800,000	800,000
New passenger terminal building and furnishings	70,000,000	20,000,000
Passenger loading bridges	5,000,000	5,000,000
Buses to serve remote aircraft positions	800,000	800,000
Baggage claim devices	400,000	400,000
Passenger terminal information technology and security screening systems	2,000,000	2,000,000
Airport security systems (video and other detection systems for perimeter and facilities)	1,500,000	1,500,000
Aircraft ground handling service equipment	1,500,000	1,500,000
Air cargo handling equipment	1,800,000	1,800,000
Roadways including light standards	3,000,000	500,000
Sewage and wastewater treatment plant systems	2,000,000	1,000,000
Electrical power plant and interruptible power supply systems	2,000,000	1,000,000
Air traffic control tower and radio systems, NAVAID and VISAID control systems	4,000,000	3,000,000
Architectural and engineering design and construction management fees for airfield and terminal area facilities	8,000,000	8,000,000
Staff facilities and equipment operating and maintenance training	200,000	200,000
Total	**104,800,000**	**47,900,000**

U.S. Suppliers

U.S. companies that can participate in supplying the facilities, equipment and services associated with the above principal projects are listed below. The QED Team contacted some of these companies, each of which indicated an interest in responding to tender

requests and indicated previous experience in supplying similar equipment to airports in Latin America and the Caribbean. The expanded interest by international banks and multilateral financing institutions in Haiti as a consequence of the 2010 earthquake has served to create a more positive attitude in the private sector toward participating in the Haitian market. AAN and OFNAC have acquired equipment and services from U.S. suppliers in the past.

Airfield Lighting

- ADB Airfield Solutions, Columbus, Ohio 42230 USA. 1-614-573-8259 www.adb-airfield.com
- Crouse-Hinds Airport Lighting, Windsor, Connecticut 06095 USA. 1-860-683-4300 www.chalp.com
- Hali-Brite, Crosby, Minnesota 56441 USA. 1-800-553-6269 www.halibrite.com

Airfield Signage

- Airfield Guidance Signs Manufacturers, Manlius, New York 13104 USA. 1-315-682-6707 www.agmsigns.com
- Lumacurve Airfield Lighting, Cleveland, Ohio 44127 USA. 1-216-341-5611 www.lumacurve.com

Visual Landing Aids (PAPI, REIL)

- DME Corporation, Fort Lauderdale, Florida USA. 1-954-975-22271 www.dmecorp.com
- DeVore Aviation, Albuquerque, New Mexico USA. 1-505-345-8713 www.devoreaviation.com
- Quad-J, Inc. Avon, Indiana 46123 USA. 1-317-718-1430. www.quad-j.com

Runway Approach Lighting Systems

- Flight Light, Sacramento, California 95822 USA. 1-916-394-2800 www.flightlight.com
- DME Corporation, Fort Lauderdale, Florida USA. 1-954-975-22271 www.dmecorp.com

Passenger Terminal Furnishings

- Airport Seating Alliance, Memphis, Tennessee 38120 USA 1-901-685-8263 www.airporseatingalliance.com
- The Chamberlain Group. Elmhurst, Illinois 60126 USA. 1-800-282-6225 www.chamberlain.com
- Milliken Carpet. Lagrange, Georgia 30240 USA. 1-706-880-3410 www.millikencarpet.com

Passenger Loading Bridges

- JBT Corporation, Ogden, Utah 84401 USA. 1-801-629-3106 www.jbtc.com

Baggage Claim Devices

- Jervis B. Webb Company, Farmington Hills, Michigan 48331 USA. 1-248-553-1257. www.jervisbwebb.com
- Glidepath, LLC. Grand Prairie, Texas 75050 USA. 1-972-641-4200. www.glidepathgroup.com
- G&T Conveyor, Tavares, Florida 352-343-1500 www.gtconveyor.com

Passenger and Baggage Information Display Systems

- Daktronics, Inc. Brookings, South Dakota 57006 USA. 1-605-697-4067. www.daktronics.com
- InterSystems USA, Inc. Englewood, Colorado 80112. 1-303-858-1000. www.intersystemsww.com
- Mitek Corporation. Phoenix, Arizona 85042 USA. 1-602-438-4545. www.mitekcorp.com

Information Technology and Security Screening Systems

- International RAM Association, Chantilly, Virginia 20151 USA. 1-703-955-7890 www.intiram.com
- L-3, Arlington, Virginia 22202 USA. 1-703-412-6073 www.L-3com.com
- NCR/Kinetics, Saugus, California 91390 USA. 1-661-600-0502 www.ncr.com
- Rapiscan Systems, Arlington, Virginia 22202 USA. 1-703-812-0322 www.rapiscansystems.com
- Reveal Imaging Technologies, Bedford, Massachusetts 01730 USA. 1-781-276-8411 www.revealimaging.com

Airport Security Systems

- ADT Security Systems, Alexandria, Virginia 22304 USA. 1-703-317-4203 www.adt.com
- Cogent Systems, Reston, Virginia 20191 USA. 1-703-483-4600 www.cogentsystems.com
- Flir Systems, Willsonville, Oregon 97070 USA. 1-503-498-3547 www.flir.com
- Morpho Detection, Washington, D.C. 20004 USA. 1-410-286-5255 www.morphodetection.com

Aircraft Ground Handling Service Equipment

- Hobart Ground Power / Trilectron Industries. Suffolk, Virginia 23434 USA. 1 757 373 1700 www.hobartgroundpower.com
- INET Airport Systems. Fullerton, California 92835 USA. 1-714-888-2700. www.inetas.com
- Wasp, Inc. Glenwood, Minnesota 56334 USA. 1-320-634-5126. www.waspinc.com

Air Cargo Handling Equipment

- Forbo Siegling, Huntersville, North Carolina USA. 1-704-948-0800 www.forbo-siegling.com

- Innovative Handling, Sylvania, Ohio 43560 USA. 1-419-882-7480
- www.ihm-materialhandling.com
- Trowin Industries, Eau Claire, Wisconsin 54703 USA. 1-715-839-7966
- www.trowin.com

Roadway Light Standards

- Hapco, Abingdon, Virginia USA 1-276-628-7171 www.hapco.com
- Millerbernd Manufacturing Company, Winsted, Minnesota 55395 USA 1-320-485-2111 www.millerberndmfg.com
- PLP Composite Technologies, Fitzwilliam, New Hampshire 03447 USA 1-603-585-9100 www.plpcomp.com

Sewage and Wastewater Treatment Systems

- Harrison Western, Lakewood, Colorado 80215 USA 1-303-234-0273 www.harwest.com
- Smith and Loveless, Lenexa, Kansas 66215 USA 1-913-888-5201 www.smithandloveless.com
- Water and Wastewater Equipment Company, Solon, Ohio 44139 USA 1-440-942-7070 www.wwe-co.com

Electrical Power Systems

- Cooper Power Systems, Waukesha, Wisconsin 53186 USA. 1-262-524-3300 www.cooperpower.com
- Electric Power Systems, Maryland Heights, Missouri 63043 USA. 1-314-890-9998 www.eps-international.com
- GE Power Systems, Fairfield, Connecticut 06828 USA. 1-203-373-2211 www.gepower.com

Air Traffic Management Systems and Equipment

- All Weather, Sacramento, California 95834 USA. 1-916-928-1000 www.allweatherinc.com
- Rockwell Collins, Cedar Rapids, Iowa 52404 USA. 1-319-265-5467 www.rockwellcollins.com
- Rohde & Schwarz, Columbia, Maryland 21046 USA. 1-410-910-7800 www.rohde-schwarz.com

Architectural and Engineering Services

- The Louis Berger Group, Miami, Florida 33126 USA. 1-786-362-8507 www.louisberger.com
- Parsons Brinckerhoff, Washington, D.C. 20005 USA. 1-202-661-9263 www.pbworld.com
- Prime Engineering, Atlanta, Georgia 30318 USA. 1-404-425-7100 www.prime-eng.com

Staff Resource Training

- Training services on facilities and equipment are typically offered by the suppliers
- Futron (training services for safety management systems), Hampton, Virginia 23666 USA. 1-757-262-2074 www.futron.com
- Kidde Firefighting (training for aircraft rescue and firefighting), Exton, Pennsylvania 19341 USA. 1-610-363-1400 www.kidde-fire.com

IMPLEMENTATION FINANCING

- **Multilateral/Donor Financing:** Heretofore, the limited financial resources of the Government have been an impediment to overall implementation of capital investment plans for AAN. The Action Plan for National Recovery and Development however, has incorporated AAN's plans as a critical ingredient to the Action Plan's success. Accordingly, it is felt that initially, many of the immediate needs of PAPIA would likely come from multilateral or bilateral donor assistance or through the Multilateral Development Trust Fund, which will comprise bilateral donor funds, NGO's, and other contributors. Among multilaterals and donors, the Inter-American Development Bank has been assigned the primary responsibility for the transportation sector and accordingly, will play a prominent role in the development of the aviation sector. In discussions with representatives of IADB, consideration for financing PAPIA projects would come on line in 2011 and would likely be the initial source of financing.

- **Other Cross Border Financing:** As regulations become more accommodating to private sector participation, the ability to institute public private partnerships and other private sector structures could very well create broader financing options for AAN. Notwithstanding, Haitian law permitting, there is the prospect of structuring secured financing for PAPIA through utilizing landing fees paid offshore by international carriers as a source of security and repayment. In discussions with both OPIC and Ex-Im Bank, there was interest in considering financing structured on this basis. This structure would entail OPIC, Ex-Im Bank, and possibly IFC either making direct loans or providing guarantees to private sector lenders. The collateral that lenders would consider would be landing and other fees coming from major carriers serving PAPIA including among others American, Spirit, Delta, Air Canada, and Air France.

- **Carbon Credit Financing:** The Kyoto Protocol is an international agreement linked to the United Nations Framework Convention on Climate Change. The major feature of the Kyoto Protocol is that it sets binding targets for signatory industrialized countries, for reducing greenhouse gas (GHG) emissions. The Kyoto Protocol provides tools that enable entities within certain treaty countries, principally European and Japan, to offset their own emissions by purchasing emission reductions primarily from developing countries including Haiti, which is a party to the accord. The Clean Development Mechanism (CDM) is considered a key tool in achieving this end and it enables "emitting" countries to reduce greenhouse gas (GHG) emissions through support of GHG mitigation projects abroad. These emission reductions can be translated into a tradable commodity that can be bought and sold through global exchanges. In effect, these commodities, known as Certified

Emission Reductions (CER), can provide cash flow that supports the financing of viable and qualifying projects and therefore stimulate sustainable development and emission reductions, while giving industrialized countries some flexibility in how they meet their emission reduction limitation targets. Depending upon the ultimate design, it is felt that the sewerage and power plant projects under consideration might qualify for funding through the CDM. The mechanism is overseen by the CDM Executive Board, which is accountable to the countries that have ratified the Kyoto Protocol. In order to be considered for registration, a project must first be approved by the Designated National Authority in Haiti.

- **USAID:** Legislation is working its way through the U.S. Congress for the establishment of a "Haitian American Enterprise Development Fund" that is to be funded through USAID. The Haitian American Enterprise Development Fund which is estimated to have an amount of US$ 100 million, would be patterned other USAID fund initiatives including the Southern African Enterprise Development Fund and its mission would the development of the Haitian private sector with a focus on small business, the agricultural sector and joint ventures with the U.S. and host country participants. The Act also promotes policies and practices conducive to private sector development including loans, grants, equity investments, guarantees and other measures. Legislation is currently being reviewed at the committee level but if implemented could be a means of financial support to the airport and ancillary operations supporting airports.

FOREIGN COMPETITION AND MARKET ENTRY ISSUES

Primary foreign competitors would include suppliers from major donors to the Multilateral Development Trust Fund including among others, Brazil, France and other European countries, Canada, and China. For example, foreign competitors might include French firms that manufacture passenger terminal furnishings, Brazilian engineering and firms that have extensive airport development experience, and vehicle manufacturers in China. Additionally, the PAPIA Master Plan was done by Aéroports de Paris and thus, details of the Plan are likely familiar to French firms that might be potential suppliers of equipment and services. Finally, local Haitian firms are not anticipated to be able to provide technical or construction support or the experience to competitively compete for projects. Consequently, the local content of projects could initially be lower than the norm but after five years this might change as the Action Plan progresses, thereby creating opportunities for mentoring local firms by foreign entrants.

DEVELOPMENTAL IMPACT

The reparation of PAPIA is critical to the reconstruction and development of post-earthquake Haiti. The sooner PAPIA becomes as fully functional as possible, the sooner that the Government of Haiti will have a key component of its Action Plan for Reconstruction and Development in place.

The Action Plan calls for the reconstruction of Haiti and meet the following goals established by the Government of Haiti:

1. **Territorial rebuilding**, including promoting development centers outside the capital, rebuilding affected areas, prioritizing growth-driving infrastructure, and managing land tenure.
2. **Economic rebuilding**, with a focus on modernizing and developing key sectors: agriculture, construction, manufacturing and tourism.
3. **Social rebuilding**, emphasizing the goals of universal primary education, an adequate higher education system, a health system with essential coverage nationwide; and social protection for the most vulnerable.
4. **Institutional rebuilding**, under which priorities are to re-establish core state functions, modernize the legal and regulatory framework, set up institutions to manage reconstruction, and establish a culture of transparency and accountability that deters corruption.

Achievement of the goals will put Haiti back on the path of economic growth that is supported by the creation of an environment that creates private jobs for key sectors. This will be supported by the institution of incentives and legal reforms that will facilitate further private sector participation in the economy of Haiti. A byproduct of these changes will be the introduction of new business processes and skill development.

ENVIRONMENTAL IMPACT

The impact on the human and natural environments associated with implementation of the immediate action projects at PAPIA is anticipated to be minimal with the exception of the off-Airport roadways. Nearly all the immediately action projects are located on the Airport in land areas that have been accommodating capital improvements prior to and after the earthquake in 2010. Construction of off-Airport roadways will necessitate the relocation of persons, a program that dovetails other Haitian government initiatives to decentralize the population base from Port-au-Prince to other regions of the country. Additionally, there will be impacts to air and water quality during construction; however, these can be mitigated through appropriate construction techniques that are well advanced in the industry.

IMPACT ON U.S. LABOR

The construction of immediate action projects and provision of the required equipment and services should not have a negative impact on U.S. labor. If U.S. goods are procured, the required capital expenditures could be a source of jobs in the U.S. and potentially generate short-term on-site installation and management staffing needs. If required by the Haitian officials, there exists a pool of talented staff resources to provide concession management services on-site for an extended period of time without derogating similar staffing requirements in the USA.

QUALIFICATIONS

Assigned personnel should have a minimum of 10 years of directly relevant project experience to match the task assigned including the use of ICAO annexes and FAA design standards. Strong knowledge of French (read, write and speak) is required for those interacting with the staff of AAN, the Ministry and OFNAC. All key assigned personnel shall hold appropriate university degrees and be experienced in the planning and design of the required airport and related infrastructure improvements as required at underdeveloped countries. Staff assignments should be made in consideration of known and anticipated workload commitments. One of these individuals can also serve as the project manager according to the organization of the Contractor.

- Project Manager – Lead airport engineer and the primary point of contact for the Ministry, AAN and OFNAC. Experienced in the design of international airports serving air carrier and general aviation aircraft with strong knowledge and appreciation for the technical skills required of other staff to conduct the project.

- Airfield Area Engineer – Responsible for designing the airfield area and air traffic analysis components of the Airport in accordance with ICAO and FAA facility design standards.

- NAVAIDS and VISAIDS Engineer – Responsible for the siting the visual landing aids including approach lighting systems, and air traffic control towers in accordance with ICAO and FAA design standards and practices.

- Terminal Facilities Architect – Responsible for evaluating the terminal area component of the Airport including the space program and security. Experienced in segregating passenger flows by domestic and international services, and in airport concession programs to enhance terminal building operations revenue.

- Cargo Facilities Engineer – Responsible for designing the layout and equipment requirements to service air cargo aircraft and operators.

- Utilities Engineers – Responsible for evaluating alternative power supply sources, siting and equipage of systems, including package plants, for electrical power, water and wastewater facilities. Engineering disciplines include those addressing electrical, mechanical, electromechanical, water system and wastewater facilities.

- Environmental Specialist – Responsible for assessing potential environmental impacts and mitigation strategies, including bird strike management. Knowledge of applicable laws and regulations in the assessment of environmental impacts.

- Security Systems Specialists – Responsible for evaluating and selecting appropriate security systems (inspection, video monitoring, central controls) to serve passenger terminal operations, air freight and other airport operations centers, power and water/wastewater utility systems, and the airport perimeter including roadways.

- Cost Estimator – Responsible for identifying budget-level construction cost estimates and associated implementation expenses as applicable to Haiti.

- Financial Specialist – Responsible for evaluating the financial feasibility for project implementation. Knowledge of international financing sources, grant programs such as those provided by USAID, and the application of public-private partnerships to finance infrastructure improvements.

Haitian firms that can support the Contractor in technical areas, translation and coordination with the Ministry, AAN and OFNAC are a potential complement to the study effort.

ANNEX 3

USTDA NATIONALITY REQUIREMENTS

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

Haiti 2010-51030A

RECEIVED
AUG 27 2010
U.S. TRADE AND DEVELOPMENT AGENCY

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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 Autorité Aéroportuaire Nationale ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US$813,000 ("USTDA Grant") to fund the cost of goods and services required for technical assistance ("TA") on the proposed Priority Airport Projects ("Project") in Haiti ("Host Country").

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the TA ("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 TA ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The TA will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the TA 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 TA

4. Grantee Responsibilities

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

5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

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

(B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the TA. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the TA. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA 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 TA. 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 TA 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 TA 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. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is June 30, 2011, is the date by which the parties estimate that the TA will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

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

9. USTDA Mandatory Clauses

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

10. Use of U.S. Carriers

(A) Air

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

(B) Marine

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

11. Nationality, Source and Origin

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

12. Taxes

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

13. Cooperation Between Parties and Follow-Up

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

14. Implementation Letters

To assist the Grantee in the implementation of the TA, 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 TA 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 TA and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Director General. 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: Mr. Lionel Isaac
Director General
Autorité Aéroportuaire Nationale (AAN)
Route de l'Aéroport
Aéroport International Toussaint l'Ouverture

Boulevard Toussaint l'Ouverture
Port-Au-Prince, Haiti
Phone : 509 22 50 41 05
Email: isaac_lionel@hotmail.com

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

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

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

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

Appropriation No.: 1110/111001
Activity No.: 2010-51030A
Reservation No.: 2010510031
Grant No.: GH2010510008

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

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IN WITNESS WHEREOF, the Government of the United States of America and Autorité Aéroportuaire Nationale, 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

By: _____

Date: 24 August 2010

Witnessed: _____

By: 8/24/10

For Autorité Aéroportuaire Nationale

By: _____

Date: 24-08-10

Witnessed:

By: _____

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 Autorité Aéroportuaire Nationale ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the Priority Airport Projects ("Project") in Haiti ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

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

(2) USTDA Not a Party to the Contract

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

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

C. Nationality, Source and Origin

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

D. Recordkeeping and Audit

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

E. U.S. Carriers

(1) Air

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

(2) Marine

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

F. Workman's Compensation Insurance

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

G. Reporting Requirements

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

H. Disbursement Procedures

(1) USTDA Approval of Contract

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

(2) Payment Schedule Requirements

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

(3) Contractor Invoice Requirements

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

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

(a) Contractor's Invoice

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

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

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

(ii) For contract performance milestone payments:

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

(iii) For final payment:

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

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

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

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

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

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

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

(c) USTDA Address for Disbursement Requests

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

(4) Termination

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

I. USTDA Final Report

(1) Definition

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

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

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

and

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

and

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

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

(3) Final Report Presentation

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

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

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

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

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

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

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

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

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

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

J. Modifications

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

K. TA Schedule

(1) TA Completion Date

The completion date for the TA, which is June 30, 2011, is the date by which the parties estimate that the TA 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 TA. 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 TA 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.: 1110/111001
Activity No.: 2010-51030A
Reservation No.: 2010510031
Grant No.: GH2010510008

N. Definitions

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

O. Taxes

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

ANNEX 5

TERMS OF REFERENCE

Annex I

Terms of Reference

Purpose and Objectives: The purpose of this technical assistance (TA) is to assist Haiti in rebuilding its airport and aviation infrastructure and address immediate needs at Port-au-Prince International Airport (PAPIA or the Airport). The usage of the term "priority" in this Priority Airport Projects TA refers to projects that need to be implemented and operational within the next year. The following "priority action projects" have been identified by the International Civil Aviation Organization (ICAO) with input from the Federal Aviation Administration (FAA), Transport Security Administration (TSA), United States Air Force (USAF) and United Nations (UN) through their evaluation efforts conducted soon after the January 12, 2010 earthquake and after discussions with the Grantee and the Office National de l'Aviation Civile (OFNAC):

1. Construction of a parallel taxiway and rehabilitation of the runway (including signage)
2. Construction of a new international terminal building and automobile parking area
3. Rehabilitation of external and internal roads, and other accessory roads
4. Construction of a sewage collection system and a wastewater treatment plant
5. Construction of a power plant
6. Construction of a new air traffic control tower
7. Airport security plan

Each of the projects listed above requires a technical analysis to confirm the appropriate character and size of the facilities, preparation of a conceptual design to include the identification of construction cost estimates, and preparation of requests for bids to provide the required facilities on a design-build basis. In some instances, bidders will be required to operate the facilities. The technical assistance to be provided is outlined in the tasks that follow. All reports and plan drawings shall be provided in English and French. These shall be submitted in six (6) paper copies and in electronic form, using Microsoft Office 2007 and AutoCAD 2009 or their equivalents.

The Contractor shall communicate primarily via the Grantee and, where appropriate, with the Ministry of Public Works, Transport, and Communications (Ministry) and with OFNAC during the course of the technical assistance for these priority action projects. These interactions shall be scheduled as appropriate to yield the desired deliverables.

The Contractor shall meet with Grantee, Ministry, and OFNAC during the course of the TA for the immediate action projects. These interactions should be scheduled as appropriate to yield the desired deliverables. Some meetings will occur during the conduct of a specific task or after submittal of a deliverable. It is anticipated that a total of six meetings will be necessary and involve a team of technical assistance staff.

Task 1 – Inventory

Prior to traveling to Haiti, the Contractor shall review available master plans, studies and background materials provided by the Grantee with respect to airport operations at PAPIA. These materials shall include the Master Plan prepared by Aéroport de Paris Ingénierie in March 2008, the Runway Rehabilitation Project conducted by The Louis Berger Group (2008), the USTDA-supported Feasibility Study prepared by Avmark, Inc. in July 2009 titled "Technical Assistance for the Port-au-Prince International Airport Modernization Project", and the PAPIA earthquake assessment reports developed by or on behalf of ICAO, the FAA, and the World Bank.

The Contractor shall then visit the offices of the Grantee, OFNAC, and the Ministry to collect available mapping and data with respect to passenger, aircraft and cargo activity levels, and audited financial statements as may be made available. The Contractor shall conduct a general condition assessment of the principal airfield, terminal, and cargo area facilities at the airport in order to estimate remaining useful life and potential for upgrade or replacement. The Contractor shall obtain a clear understanding of which segments of the airport facilities are anticipated to remain in service, and which are not, post-earthquake.

Deliverable: The Contractor shall submit for the Grantee's review and approval a report detailing the principal functional areas and facilities at PAPIA, their short-term status for continued utilization, and an indication of those projects to be bid on a design-build or design-build-operate basis. All materials shall be delivered by the Contractor to the Grantee in both French and English as described above.

Task 2 – Aviation Demand Forecasts and Operations

The Contractor shall review the forecasts of aviation demand presented in the current PAPIA Master Plan and offer suggestions on adjustments based on events that have transpired since that document was prepared. Key forecasts to be reviewed for the short- and long-range (each of next five years, 10th and 20th year) projections include:

- Enplaned and deplaned domestic and international passengers (annual, and total, enplaning and deplaning peak-hour);
- Domestic and international aircraft operations (air carrier and general aviation) on an annual and peak-hour basis;
- Design or "critical" aircraft;
- ICAO Airport Code; and
- Enplaned and deplaned air cargo and mail volumes.

The Contractor shall also review the overall flow of passengers, baggage and freight through the Airport, including an analysis of the number and potential location of passenger screening portals to meet projected peak demand levels, baggage handling and operations flow, and a separate physical facility to handle and inspect air freight.

Deliverable: The Contractor shall submit for the Grantee's review and approval a report presenting the forecasts of aviation demand reflecting the findings of this task and as they relate to the implementation of the priority action projects and implications for longer-term improvements to the Haitian airport system. The Contractor shall conduct a review meeting with the Grantee and, as appropriate, with Ministry and OFNAC representatives following the submittal of the report. All materials shall be delivered by the Contractor to the Grantee in both French and English as described above.

Task 3 – Preliminary Engineering Design

The Contractor shall prepare preliminary engineering design plans for each of the seven priority action projects listed within this task, below. It is anticipated that each preliminary engineering design plan will be prepared in sufficient detail to define:

- Facility layout and integration with other functional areas on the Airport, as appropriate.
- Use of the site(s) and available utility systems.
- Selections of materials, systems and equipment.
- Potential construction methods including phasing.
- Budget level (plus or minus 20 percent) implementation cost estimates.

The preliminary engineering design plan for each priority action project shall accommodate an initial demand of 2.5 million total passengers and be capable of incremental expansion to meet the 20-year demand level confirmed in Task 2. Each preliminary engineering design shall form the basis for the final engineering and architectural design. The final engineering and architectural design would be conducted at a later stage and is outside the scope of these Terms of Reference and Grant funding.

The Contractor shall evaluate each of the priority action projects such that they form an integrated solution for the improvement of PAPIA. This may involve the preparation of alternative conceptual layouts for the overall PAPIA complex. These conceptual layouts are intended to graphically depict the sizing and spatial arrangements of major functional areas for each of the priority action projects and between projects as may be appropriate. The Contractor shall develop these alternative conceptual layouts in sufficient detail to facilitate their evaluation as a means to select and present the conceptual layout that best accommodates each of the priority action projects and provides for an efficient transition to higher passenger and aircraft levels of activity. The Contractor shall then develop the final conceptual layout for each priority action project into individual preliminary engineering design plans as described above.

The Contractor shall conduct the requisite level of field surveys, define the space program, identify electrical power requirements to be served by the power plant and uninterruptible power sources, determine sewage and wastewater treatment flows, and perform relevant engineering calculations as inputs to preparing the conceptual design for each priority action project. All airport facilities shall conform to ICAO standards as applicable to the specific priority action project.

1. Construction of a Parallel Taxiway and Rehabilitation of the Runway (including Signage)

The Contractor shall consider alternative lateral spacing between the existing runway and a new parallel taxiway that meets ICAO standards and allows for maximum depth in the passenger terminal complex. Engineering design considerations shall take into account airfield drainage and topographic features. The rehabilitation of the runway shall address the location, number and type of runway exits and the placement of airfield directional signage, taking into consideration the findings in existing studies that address the rehabilitation of the runway and incorporated into the preliminary engineering design plan.

2. Construction of a New International Terminal Building Complex and Automobile Parking Area

The conceptual plans shall consider alternatives that illustrate the exterior footprint of the passenger terminal building, interior layout of functional areas, location and number of aircraft parking positions (gate and remote) to accommodate the range of aircraft types anticipated, internal communications and information technologies, and vehicular access and parking by the varied motor vehicle types utilizing PAPIA.

The Contractor shall develop an overall location plan for all airport operations and flight support electronic and communications facilities. Where it is necessary to locate remote equipment such as air-ground radio or wind shear towers, the plan should provide for the construction of hardened cable trays for power and data cables between these locations and the air traffic control tower. Additionally, the conceptual plan shall illustrate the location of in-terminal facilities for Customs passenger handling, integrated with airport security and connected to International Law Enforcement. A recommended passenger terminal plan shall then be selected for which the preliminary engineering design plan shall be prepared.

The Contractor shall evaluate alternative locations for a stand-alone air freight facility and prepare a conceptual design that highlights the individual operating components sized for the initial demand level and capable of incremental expansion to meet the 20-year projections of air freight volumes. A preliminary engineering design plan for the preferred location and layout of the air freight facility shall be prepared by the Contractor.

The Contractor shall evaluate alternative locations of a facility supporting the storage and operation of emergency response vehicles, airport operations equipment (e.g., fuel vehicles and tow trucks) and material supporting ground operations. Operational features of these facilities and their integration with the passenger terminal and air freight facilities shall be coordinated with the Grantee. A preliminary engineering design plan for the preferred location and layout of the facility shall be prepared by the Contractor.

3. Rehabilitation of External and Internal Roads, and Other Accessory Roads

The Contractor shall develop a preliminary engineering design plan for roads to provide access to the operational areas of PAPIA. These include circulation roadways as well as a perimeter road to provide access to all areas within PAPIA without necessitating crossing aircraft movement areas.

4. Construction of a Sewage Collection System and a Wastewater Treatment Plant

The conceptual design shall be based on the demands generated by passenger volumes as well as those by airport tenants. Collection and disposal of waste generated by aircraft operations and passengers shall also be considered in the preliminary engineering design plan. The use of package plant designs shall be evaluated as a means to accelerate the implementation of these improvements.

5. Construction of a Power Plant

The Contractor shall provide the preliminary engineering design plan for a power plant to accommodate the electrical consumption requirements of all PAPIA facilities, users and tenants. Uninterruptible power sources shall also be incorporated into the conceptual design. Contractor shall evaluate alternative design solutions including sources of power supply (oil, gas, biomass, solar, wind and other renewables), their relative cost-effectiveness and delivery systems as well as the use of alternative technologies in unit wastewater treatment facilities.

6. Construction of a new Air Traffic Control Tower

The Contractor shall evaluate alternative locations and associated eye level cab heights for a new air traffic control tower that meet line-of-sight requirements for the airfield and aircraft movement areas. Required electronics, communications and means to control airfield lighting systems shall be included in the preliminary engineering design plan. These requirements will be coordinated with representatives of OFNAC, and the findings and recommendations in the current airport master plan. The location and height of the air traffic control tower shall also take into consideration the continued use of the existing runway.

7. Airport Security Plan

The Contractor shall assess overall Airport security requirements concurrent with the preceding six priority action projects that essentially cover three major areas -- infrastructure protection, passenger processing, and air/baggage freight processing. Infrastructure protection plans should include the planning of Airport ingress and egress, physical barriers, and video monitoring systems meeting international standards. Passenger security should include facilities to support the physical screening of passengers, baggage, and carry-on items. The Contractor should consider the design and facility of physical protection, which might include features to mitigate or resist accidental or intentional threats to passenger and operations safety. The Contractor shall meet with the TSA to collect plans, input, and standards relative to Airport security. The Airport security plan shall be integrated with the conceptual design plans prepared for the six priority projects listed above. In addition, the security plan shall incorporate procedures and facilities design

supporting airport operations, including baggage, air freight, and access to back room operations.

Deliverables: The Contractor shall submit for the Grantee's review and approval alternative conceptual layouts for each of the priority action projects leading to the selection of a recommended conceptual layout for each project. The individual recommended conceptual layouts will be defined to preliminary engineering design plans, accompanying report narrative, and budget level implementation costs for each priority action project. Deliverable also includes identification of potential U.S. suppliers (business name, point of contact, address, email, telephone and fax number) of the requisite equipment and services for each priority action project. The Contractor shall meet with representatives of the Grantee, Ministry, and OFNAC during the conduct of this task and at its conclusion. All materials shall be delivered by the Contractor to the Grantee in both French and English as described above.

Task 4 – Implementation Schedule for Priority Action Projects

Based on the findings in Task 1, Task 2 and Task 3, the Contractor shall prepare a timeline and implementation schedule for each of the priority action projects. The timeline and implementation schedule shall address steps such as the preparation of bid tenders, the evaluation and selection of bidders, and final contract negotiations with selected bidders.

Deliverables: The Contractor shall submit for the Grantee's review and approval a timeline and implementation schedule for each of the priority action projects. All materials shall be delivered by the Contractor to the Grantee in both French and English as described above.

Task 5 – Economic and Financial Feasibility

The Contractor shall prepare a financial analysis that includes an assessment of the financial viability of the seven priority action projects described in Task 3. This analysis shall also include the identification of financing sources that will support immediate and longer term investment needs. The Contractor shall use this analysis to develop a Financial Strategic Plan that the Grantee can utilize as a management tool and for purposes of the necessary internal Haitian Government approvals, including those managing the Action Plan for Reconstruction and Development. Additionally, the Financial Strategic Plan will be used for financing requests primarily focusing on multilateral and bilateral lending institutions, but also considering international commercial financing alternatives. With respect to commercial financing options, the Contractor shall follow closely changes in the Haitian legal regulatory regime. These changes could potentially accommodate cross border financing structures and public private partnership structures that could be vital to future medium-term and longer-term capital needs of PAPIA.

As part of this analysis, the Contractor shall review existing pro forma forecasts from PAPIA's current master plan and make adjustments to those statements based on the capital investment and the implementation timeline developed in prior tasks. This analysis shall also address any liabilities, off balance sheet items, or extraordinary items, which could materially affect the financial outlook for PAPIA. The forecast model will be constructed with the ability to conduct sensitivity analysis by modifying key variables including passenger and cargo demand forecasts; tariff and rate changes; operating expenses; capital investment requirements; and financing costs. Finally, the analysis will include among others, that for Internal Rates of Return and Net Present Value.

With respect to the process of soliciting financing, the Contractor shall work closely with the Grantee and the Government of Haiti in developing a strategy to source financing that includes the following:

- Recommend alternative financing structures that prospective financial institutions might offer including direct lending and the issuance of bonds and other capital market instruments. Summary Term Sheets outlining the terms and conditions of viable financing structures will be presented to the Grantee. Said terms and conditions shall include indicative terms of prospective financial institutions considering financing, type of financing, amount and other appropriate conditions including among others, rate, tenor, security, and guarantees.

- Identify prospective financial institutions that could support the priority projects as well as the medium term and longer term investment requirements. This includes multilateral and bilateral institutions as well as the Haiti Reconstruction Fund administered by the World Bank.

- Develop an Information Memorandum that will include key technical information and capital investment information on the seven priority action projects. This Information Memorandum shall include financial forecasts reflecting the strategy to institute the projects under consideration.

- Develop a strategic program to solicit financing from identified financing institutions, which shall include individual points of contact at each targeted financial institution and a timeline for approaching targeted institutions in a manner reflective of their respective policies and procedures for considering financing requests by the Grantee.

Deliverables: The Contractor shall submit for the Grantee's review and approval, a Task 5 report addressing the issues as described in this task. All materials shall be delivered by the Contractor to the Grantee in both French and English as described above.

Task 6 – Environmental and Developmental Impact Assessments

The Contractor shall assess the possible impacts of the proposed priority action projects on the human and natural environments. Impacts to be evaluated include those occurring in the first and twentieth year of activity:

- Aircraft noise -- average annual noise contours (65, 70 and 75 DNL);
- Flora, fauna and natural features -- walkover surveys to identify the location and extent of unique species and habitats;
- Cultural, historic and scenic resources -- walkover surveys to identify potential impacts; and
- Temporary impacts -- environmental and social impacts related to construction activities and the production and disposal of associated wastes.

This environmental analysis shall also address the means to mitigate adverse environmental impacts. This analysis shall serve as the foundation for the subsequent preparation of formal environmental documents that will need to be submitted by the Grantee in accordance with Haitian laws and regulations.

The Contractor shall perform a developmental impact analysis, intended to demonstrate to the Grantee, the Government of Haiti and other interested parties the direct and indirect benefits that the implementation of the priority action projects will have on the growth and development of the Haitian economy. This analysis shall highlight not only the immediate impact that the projects will generate, but also demonstrate ancillary developmental benefits that might accrue.

This development impact analysis shall assess the following categories:

- *Infrastructure and Industry*: Synopsis of the infrastructure development's impact on the Action Plan for Reconstruction and Development and key economic sectors in Haiti including manufacturing, agriculture, and tourism and conference activities.
- *Market Oriented Reform*: Impact of regulations, laws, and institutions if the PAPIA project implementation moves forward as planned.
- *Human Capacity Building*: Development of local employment and the creation of skill sets that can be used for infrastructure and other projects.
- *Technology Transfer*: Description of advanced technologies used to implement the PAPIA projects and theirs implications on future projects.
- *Other*: Any other benefits derived from the implementation of the PAPIA projects.

Deliverable: The Contractor shall produce a report containing the environmental and developmental impact assessments as described in this task. All materials shall be delivered by the Contractor to the Grantee in both French and English as described above.

Task 7 – Training Requirements

The Contractor shall identify the means by which Grantee staff at all levels can receive initial and training in the maintenance of the facilities and systems to be implemented as a result of this technical assistance. Training requirements shall also address those associated with projects that are initially to be of the design-build classification. Training programs offered by vendors and suppliers of these facilities and systems, class sizes and schedules shall be identified by the Contractor. These training programs shall be included in all future tenders issued for the acquisition and installation of equipment and facilities. All training shall be conducted in the French language.

Deliverable: The Contractor shall deliver a report that highlights training requirements and sources for training to ensure a local Haitian capability to operate and maintain the priority action projects. All materials shall be delivered by the Contractor to the Grantee in both French and English as described above.

Task 8 – Preliminary Agenda for Reverse Trade Mission

The Contractor shall provide the Grantee a preliminary agenda for a recommended reverse trade mission to the United States for the Grantee and other Haitian aviation officials to present priority action projects to potential U.S. bidders, representatives of prospective multilateral and bilateral funding agencies and relevant technical agencies.

In designing a recommended reverse trade mission, the Contractor shall provide the Grantee with the following:

1. **U.S. Bidders:** A list of prospective U.S. bidders that have the capability to provide goods and services for the respective priority action projects developed under Task 3 and Task 4. For each U.S. bidder, the information and data shall include the following:
   a. U.S. company name and location
   b. Description of the company's goods and services applicable to the respective priority action project(s)
   c. Names, phone numbers, and email addresses of principal contact personnel

2. **Financial Institutions:** A list of prospective financial institutions that have been identified as likely financing sources, reflective of the strategic program to identify and approach financial institutions under Task 5. For each financial institution, the information and data provided shall include the following:
   a. Financial institution name and location
   b. Description of relevant financing structures and other financial services that the respective financial institution can provide
   c. Names, phone numbers, and email addresses of principal contact personnel

Based on the number and location of prospective U.S. bidders and financial institutions, the reverse trade mission agenda shall include recommendations for prospective U.S. cities for the visit and for the number of mission travel days including the number of days in each U.S. city.

In the event that USTDA subsequently funds a reverse trade mission for priority airport projects in Haiti, the Contractor and its subcontractors may be (i) precluded from receiving any remuneration in relation to any USTDA-funded reverse trade mission that results from this TA; and (ii) ineligible to compete for, as a prime or subcontractor or otherwise, any USTDA-funded reverse trade mission that results from this TA.*

Deliverable: The Contractor shall deliver a recommended preliminary agenda for a reverse trade mission to the United States containing the information and data as described above. All materials shall be delivered by the Contractor to the Grantee in both French and English.

Task 9 – 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. The Final report shall also include a comprehensive list of U.S. equipment and service suppliers (including business name, point of contact, address, telephone and fax numbers, email address and brief description), relevant to the implementation of each of the priority action projects outlined in this technical assistance.

The Contractor shall also make a formal presentation to the Grantee which summarizes the Final Report and Contractor's findings. All materials shall be delivered by the Contractor to the Grantee in both French and English as described above. One copy of the public report shall be provided to the U.S. Embassy in Port-au-Prince.

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.

(*) **Funding for a reverse trade mission is outside the scope of this Grant Agreement. USTDA is under no obligation to fund a reverse trade mission or any other activity recommended through this TA.**

ANNEX 6

COMPANY INFORMATION

A. 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 .

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.

2. 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 _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.

3. 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.

4. 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 3 above.

5. 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.

6. 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.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____