

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

ROMANIA: AVIATION SURVEILLANCE MODERNIZATION

Submission Deadline: **4:00 PM**

LOCAL TIME

JUNE 15, 2012

Submission Place: **Romanian Air Traffic Services Administration**
Attention: Mr. Bogdan Donciu
10, Ion Ionescu de la Brad blvd
013813, Bucharest
Romania

TEL: 40-21-208-3102
FAX: 40-21-230-2335
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SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

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

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$513,170 to the Romanian Air Traffic Services Administration (ROMATSA) (the “Grantee”) in accordance with a grant agreement dated March 27th, 2012 (the “Grant Agreement”), for Technical Assistance (“TA”) on the Aviation Surveillance Modernization (“Project”) in Romania (“Host Country”). The Project will enable the Grantee to establish an airspace modeling and simulation capability that specifically assesses airspace system performance, analyzes and identifies airspace-related performance issues, and provides analytical capabilities to assess future changes or procedures to the airspace system prior to deployment. The TA will develop high-level operational and technical recommendations regarding automation, surveillance, data communications, traffic flow management, and performance based navigation. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the TA.

1.1 BACKGROUND SUMMARY

ROMATSA is Romania’s only air traffic operator and has oversight of air traffic management facilities throughout the country. The Romanian airspace plays a significant role in the European transportation network of the South-East Europe region, acting as a bridge between North, South, East and West Europe. While air traffic has been steadily increasing, forecasts predict further higher traffic demand driven by the economic growth in the region, by the emergence of new areas of cooperation and commitment within the European Union, as well as an increase in European tourism and business travelers.

As part of the SES aviation program, Romania joined in 2004 with Bulgaria to create a Functional Airspace Block (FAB) called the Danube FAB, which will be established latest on 04th December 2012, when the implementation of the DANUBE FAB Project will start. This FAB is one of nine such entities that comprise the SES community. Each FAB will retain local autonomy as identified in the new European Single Sky Implementation strategy, but must nonetheless remain in line with the EUROCONTROL Air Traffic Management (ATM) Master Plan, which is the European equivalent of the Federal Aviation Administration’s NextGen program. As such, the Danube FAB must ensure that its surveillance, data communications, traffic flow management, and performance-based navigation systems conform to SES requirements.

Beyond the Danube FAB, ROMATSA's 2012 National Performance Plan identifies a number of measures, changes and goals to be achieved for the organization to increase efficiency and to expand its leading role in the market. This plan strongly focuses on increasing the number of operations served by controllers and decreasing costs at 16 airports where ROMATSA provides services. Additional pressure to reach these goals is exerted by the airlines, as they have expressed a concern regarding operation cost. Accordingly, ROMATSA is in the process of working with stakeholders to assess potential charge modifications in the near future. In response to these initiatives, ROMATSA has requested this TA to support the implementation of

modern airspace technologies to meet Single European Sky (SES) requirements, its recent entrance in the Danube FAB, and its 2012 National Performance Plan.

Portions of a background Definitional Mission Romania: Aviation Projects is provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of the TA is to identify, evaluate, and recommend the technology or combination of technologies to enable ROMATSA to enhance aviation surveillance and air traffic management practices capacity, in order to meet SES standards. Specifically, ROMATSA is interested in assessing the suitability of Automatic Dependent Surveillance – Broadcast (ADS-B) and/or Multi-Lateration (MLAT). ROMATSA intends to further modernize its surveillance capabilities by incorporating Flight Information Broadcast (FIS-B) systems for better weather information and Traffic Information Broadcast (TIS-B) systems to enhance radar data of traffic in proximity to the aircraft.

The Terms of Reference (TOR) for the TA 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\$513,170. **The USTDA grant of US\$513,170 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\$513,170 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called the Aviation Surveillance Modernization.

2.2 DEFINITIONS

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

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

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

2.3 DEFINITIONAL MISSION REPORT

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

2.4 EXAMINATION OF DOCUMENTS

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

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 TA.

2.5 PROJECT FUNDING SOURCE

The TA will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$513,170.

2.6 RESPONSIBILITY FOR COSTS

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

2.7 TAXES

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

2.8 CONFIDENTIALITY

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

2.9 ECONOMY OF PROPOSALS

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

2.10 OFFEROR CERTIFICATIONS

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

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

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

2.13 PROPOSAL SUBMISSION REQUIREMENTS

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

Mr. Bogdan Donciu
Romanian Air Traffic Services Administration
10, Ion Ionescu de la Brad blvd
013813, Bucharest
Romania

TEL: 40-21-208-3102
FAX: 40-21-230-2335

An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 PM, LOCAL TIME, on JUNE 15, 2012.

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

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

2.14 PACKAGING

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

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

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

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

2.16 AUTHORIZED SIGNATURE

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

2.17 EFFECTIVE PERIOD OF PROPOSAL

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

2.18 EXCEPTIONS

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

2.19 OFFEROR QUALIFICATIONS

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

2.20 RIGHT TO REJECT PROPOSALS

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

2.21 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA

Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.22 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

2.23 COMPLETE SERVICES

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

2.24 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

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

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

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$513,170, which is a fixed amount.

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

Each proposal must include the following:

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

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

3.1 EXECUTIVE SUMMARY

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

3.2 U.S. FIRM INFORMATION

A U.S. Firm Information Form in .pdf fillable format is attached at the end of this RFP in Annex 6. The Offeror must complete the U.S. Firm Information Form and include the completed U.S. Firm Information Form with its proposal.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this 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 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.

Team Composition and Experience

In terms of the composition and particular credentials of the Contractor, it is judged that the team should consist of a Project Manager, an Airspace Specialist, an Aviation Demand Specialist, a Data Communications Specialist, a Financial/Cost Specialist, an En-Route Operations Expert, a Traffic Management Specialist, an Automation Specialist, a Surveillance Specialist, an Environmental Engineer, and a Project Coordinator (all U.S.-based); plus Local Support (Bucharest-based). The position of Project Manager may be combined with that of any of the other U.S.-based specialists, provided that the person so designated meets all of the requirements of the two positions separately, and it can be shown that the proposed Contractor Team can efficiently carry out the full scope of the TA. More specific descriptions follow:

Project Manager: This individual will provide the necessary guidance and support for the successful completion of the project. The Project Manager should have at least 15 years of experience managing aviation or other transportation projects, including experience related to technical assistance programs, airspace studies, feasibility studies. The Project Manager should have at least 5 years experience working internationally, preferably in Europe.

Airspace Specialist: This individual should have at least 10 years of experience working in the development of airspace and procedures. They will assess existing airspace and air traffic procedures design and utilization; they will work closely with the En-Route Operations and Traffic Management Specialists to provide guidance in airspace and procedures design.

Aviation Demand Specialist: This individual will work under the supervision of the Project Manager. He/she should have at least 10 years of experience as an aviation demand forecaster. Experience working in international projects is highly advisable. He/she will work closely with the Financial/Cost Specialist to create a budget for development and deployment of recommendations to support aviation demand.

Data Communications Specialist: This individual should have 10 years experience in the aviation communication projects, preferably air-to-ground radio projects. He/she shall be

responsible for developing a comprehensive radio coverage schema for a data communications network and will work closely with the Automation Specialist to design a data communications transfer capability.

Financial/Cost Specialist: This individual should have at least 10 years of experience working as financial analyst for aviation projects. He/she will work closely with the Aviation Demand Specialist to determine future demand and be responsible for developing a financial analysis of the proposed project and recommending a roadmap for future project expenditures. Experience working in international projects is highly advisable.

En-Route Operations Expert: This individual should have at least 10 years of experience working as air traffic specialist in En-Route environment. He/she will work closely with the Airspace and Traffic Management Specialists for assessing the existing air traffic system and the development program to meet SES II guidelines. He/she should have a good understanding of the ICAO regulations and SESAR roadmaps to modernize and harmonize international aviation.

Traffic Management Specialist: This individual should have at least 10 years of experience working as air traffic management specialist in En-Route environment. He/she will work closely with the Airspace and En-Route Operations Specialists for assessing the existing air traffic system and the development program to meet SES II guidelines. He/she should have a good understanding of SES traffic management initiatives.

Automation Specialist: This individual should have at least 10 years of experience in automation systems, preferably with systems directly related to the control of air traffic or airspace management. The individual should also have a good knowledge of cloud computing. They will work closely with the Traffic Management and Data Communications Specialists.

Surveillance Specialist: This individual should have at least 10 years of experience in surveillance systems and should have experience in Multi-Lateration and Automatic Dependent Surveillance system and integration into automation systems. He/she will work closely with the Automation Specialist to integrate surveillance data into automation systems.

Environmental Engineer: This individual should have 10 years experience in the preparation of environmental impact analysis for transportation projects, preferably aviation-related projects. He/she will be responsible for conducting an environmental impact assessment for the project. Knowledge of local conditions and regulations is important.

Project Coordinator: This individual should have at least 5 years of experience in providing executive level administrative support and be familiar with Microsoft Office programs including, Word, Excel and Project. They will provide support to all the specialists but will work principally for the Project Manager.

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

Technical Capacity (40 pts): The selected Contractor shall have experience in the following areas, at the minimum:

- Proven record in the development of communications, navigation and surveillance (CNS) and in general of CNS/ ATM systems and procedures (i.e. radar, ADS-B, WAM, LAAS, etc.)
- Prior experience working in projects for navigational aids, communications systems, navigation equipment.
- Although not required, previous experience with the Alaska Capstone Program or similar ADS-B deployments would be beneficial.

The technical capacity of the contractor should be provided through previous project experience, and documented in the resumes of key staff along with other relevant information.

Work Plan and Methodology (30 points): Adequacy of the proposed work plan and suggested overall approach in responding to the Terms of Reference. Soundness and thoroughness of the technical approach and work plan sections of the proposal, and overall quality of proposal presentation will be evaluated. The proposal should also provide an organization chart of key personnel with their qualifications, and a staffing schedule for each key activity.

Regional Experience (20 points): Firm and team's familiarity with the aviation sector in Romania and Europe and experience working with local authorities, as well as familiarity with ICAO, SESAR and local regulations.

Financial Experience (10 points): Firm and team's experience in project financing, cost estimating, and development for airspace and airport development programs.

Criterion	Max. Points
Technical Capacity	40
Work Plan and Methodology	30
Regional Experience	20
Financial Experience	10
Total:	100

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

Price will not be a factor in contractor selection.

ANNEX 1

MR. BOGDAN DONCIU, ROMANIAN AIR TRAFFIC SERVICES ADMINISTRATION,
10, ION IONESCU DE LA BRAD BLVD, 013813, BUCHAREST, ROMANIA, TEL: 40-
21-208-3102, FAX: 40-21-230-2335, EMAIL: BOGDAN.DONCIU@MT.RO

ROMANIA: TECHNICAL ASSISTANCE: AVIATION SURVEILLANCE
MODERNIZATION

POC: Anthony O'Tapi, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Romania: Technical Assistance: Aviation Surveillance Modernization. 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 perform Technical Assistance ("TA") on the Romania Aviation Surveillance Modernization ("Project").

The Project will enable the Romanian Air Traffic Services Administration (ROMATSA) (the "Grantee") to establish an airspace modeling and simulation capability that specifically assesses airspace system performance, analyzes and identifies airspace-related performance issues, and provides analytical capabilities to assess future changes or procedures to the airspace system prior to deployment. The TA will develop high-level operational and technical recommendations regarding automation, surveillance, data communications, traffic flow management, and performance based navigation.

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process of working with stakeholders to assess potential charge modifications in the near future. This TA will support the implementation of modern airspace technologies to meet SES requirements, its recent entrance in the Danube FAB, and its 2012 National Performance Plan.

Portions of a background Definitional Mission Romania: Aviation Projects is provided for reference in Annex 2.

The U.S. firm selected will be paid in U.S. dollars from a \$513,170 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

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

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

Interested U.S. firms should submit their Proposal in English directly to the Grantee by **4:00 PM, LOCAL TIME, on JUNE 15, 2012**, at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2



1. EXECUTIVE SUMMARY

In May 2011, the KED Group was selected by the U.S. Trade and Development Agency (USTDA) to evaluate a request for funding by the Romania Air Traffic Services Administration (ROMATSA) to assess its Air Traffic Management (ATM) capabilities, automation, communications, navigation and surveillance infrastructure and subsequently determine the best technology, or combination of technologies for improvements to meet Single European Sky ATM Research Program (SESAR) requirements and timelines.

Romania is a member of the Single European Sky (SES), and as such has agreed to make numerous technological changes in their infrastructure so as to create a seamless and unified European and Global Air Traffic Control network affording unrestricted flow of air traffic that is harmonious with all other air traffic control systems. As part of this program, Romania joined in 2004 with Bulgaria to create a Functional Airspace Block (FAB) called the Danube FAB. It is one of nine such entities that comprise the SES community. Each FAB will retain local autonomy - Local Single Sky Implementation (LSSIP) - as identified in the new European Single Sky Implementation (ESSIP) strategy, but must nonetheless remain in line with the EUROCONTROL ATM 2000+ Strategy and ATM Master Plan (the European equivalent of NextGen).

As such, the Danube FAB must ensure that surveillance, data communications, traffic flow management, and performance based navigation conform to a global standard of performance to as to achieve a global seamless Air Traffic Control system. Much of the technology required to achieve this goal has been developed by U.S. manufacturers such as ITT, Honeywell, Sensis and others. Complementary to this initiative, there is also a strong desire by ROMATSA to ensure that air traffic management operations are optimized in support of technology implementation.

KED Group is extending a recommendation for the following activity:

1. A surveillance modernization program aimed at providing recommendations for the implementation of ADS-B, MLAT and Mode S technologies.

Currently Romania is the initial phase of implementation and therefore technology transfer and training would be critical. The U.S. is in a unique position to provide technologies and know how as they relate to the most advanced surveillance systems and air traffic management practices.

It is anticipated that the proposed activity would open opportunities in specialized markets where the U.S. currently holds a leading role. ROMATSA does not have access to national manufacturers or support contractors with the technology, knowledge or experience necessary to make these mandated changes. They must obtain Air Traffic Management (ATM) and Flight Procedures expertise along with automation, data communication and next generation surveillance systems such as Automatic Dependent Surveillance – Broadcast (ADS-B) and



Multi-Lateration (MLAT) equipment from external sources. The U.S. has pioneered much of this technology and is a world leader, well-positioned to take advantage of this opportunity for procurement of goods and services in the area of airspace, airport development, NAVAIDS, training, security and others. We estimate that U.S. exports directly resulting from the studies could reach US\$50 million. There should also be further opportunity for indirect exports of avionics, worth several million more, in the near future.

2. PROJECT BACKGROUND AND DESCRIPTION

The Romania Air Traffic Services Administration (ROMATSA) is Romania's only air traffic operator and has oversight of air traffic management facilities throughout the country. ROMATSA plays a leading role in Romania's aviation sector and is one its most regarded stakeholders, working in cooperation with the Ministry of Transport, the civil aviation, the military, airlines and airspace users.

The Romanian airspace plays a significant role in the European transportation network of the South-East Europe (SEE) region, acting as a bridge between North, South, East and West Europe. While air traffic has been steadily increasing, forecasts predict further higher traffic demand driven by the economic growth in the region, by the on-going political changes (the EU political enlargement process, the emergence of new areas of cooperation and commitment – ECAA, the European Common Aviation Area Multilateral Agreement, ratified by Romania through Law no.328/22.11.2007 published in the Official Journal of Romania Part 1 no.48/22.01.2008), as well as by the traditional European tourism and business travelers.

Romania is a member of the Single European Sky (SES), and as such has agreed to make numerous technological changes in their infrastructure so as to create a seamless and unified European and Global Air Traffic Control network affording unrestricted flow of air traffic that is harmonious with all other air traffic control systems. As part of this program, Romania joined in 2004 with Bulgaria to create a Functional Airspace Block (FAB) called the Danube FAB. It is one of nine such entities that comprise the SES community. Each FAB will retain local autonomy - Local Single Sky Implementation (LSSIP) - as identified in the new European Single Sky Implementation (ESSIP) strategy, but must nonetheless remain in line with the EUROCONTROL ATM 2000+ Strategy and ATM Master Plan (the European equivalent of NextGen). As such, the Danube FAB must ensure that surveillance, data communications, traffic flow management, and performance based navigation conform to a global standard of performance to as to achieve a global seamless Air Traffic Control system.

Beyond the Danube FAB, which is anticipated to be fully implemented by 2014, ROMATSA has strong interest in developing other cooperation agreements and at the time of our visit was given high consideration to other regional partners such as Serbia, Turkey, Ukraine and Moldova. It is also anticipated that in September 2011 a final draft regulation will be issued by Eurocontrol on requirements for SES implementation. This regulation is expected to increase momentum and priority for ROMATSA to respond to these requirements.



Much progress has been made by ROMATSA (and Bulgaria) in regards to its preparation for the Danube FAB. Based on KED's discussions with ROMATSA, Bulgaria is already amending its regulatory system to allow cooperation with Romania. Romania has already amended its regulations, but understands that issues such as crossborder sectors, search and rescue responsibilities, civil and military cooperation and maintenance need to still be addressed.

Furthermore, ROMATSA's 2012 National Performance Plan identifies a number of measures, changes and goals to be achieved for the organization to increase efficiency as to expand its leading role in the market. This plan strongly focuses on improving efficiencies (e.g. number of operations served by controllers, hours of operation, level of service, equipment coverage) and decreasing costs at the 16 airports¹ where ROMATSA provides services. Additional pressure to reach these goals is exerted by the airlines as they have expressed a concern regarding operation cost. As such, ROMATSA is in the process of working with stakeholder, e.g. IATA, to assess potential charge modifications in the near future.

In response to these initiatives, ROMATSA has requested the assistance of USTDA for the funding of activities that would support the implementation of modern airspace technologies to meet SES II requirements, its recent entrance in the Danube FAB and its 2012 National Performance Plan. It is the intent of ROMATSA to assess the existing technologies and ensure that a transition strategy for near, mid and long term can be best achieved utilizing the best technologies available. Ultimately, ROMATSA would like to expand its regional cooperation and harmonization (Moldova and Serbia in the short term; Turkey and Ukraine in the mid-term).

KED Group is extending a recommendation for the following activity that would support ROMATSA's efforts as follows:

1. Surveillance Modernization Program

The objective of this study will be identifying, evaluating, and recommending the technology or combination of technologies that would be most adequate for optimization efforts to enhance surveillance capacity throughout the country. A recent initiative to develop a Functional Airspace Block (FAB) with Bulgaria, the Danube FAB, opens new airspace configuration possibilities to respond to future air traffic growth through the modernization of communication, navigation, surveillance and air traffic management (CNS/ATM) systems. As such, the ROMATSA will implement in the short and medium term a number of planned upgrades to the current ground infrastructure and aircraft systems. The program will introduce the most modern technologies to enhance operational capabilities and increase the efficiency of the system. This study will allow ROMATSA to identify modernization and improvement priorities and determine if the current facilities can be modernized in a sustainable manner given the forecasted air traffic.

ROMATSA is interested in assessing the suitability of Automatic Dependent Surveillance – Broadcast (ADS-B) and Multi-Lateration (MLAT) or a combination of systems. To date, Romania

¹ Based on data provided by ROMATSA, these airports all have at least one ILS system and provide services 24 or 12 hours. About 10 of the airports require Cat II approaches.



has upgraded several of their existing radar systems with Mode S secondary radar with U.S. companies having a leading role in the modernization². These systems are capable of capturing ADS-B data from aircraft equipped with the 1090 Extended Squitter but is strictly one-dimensional. It does not permit the transmission of Flight Information Broadcast (FIS-B), which includes weather and aeronautical information or Traffic Information Broadcast (TIS-B) which includes radar data of traffic in proximity to the aircraft. Mode-S is anticipated to be a near-term, transitional solution, but there is potential for implementation of another five en-route systems. ROMATSA has also acquired one WAM station to be piloted at Cluj by the end of the year (also of U.S. technology) with the idea of near term deployment of additional WAM stations. ADS-B is to be considered for implementation 4-5 years in the future.

3. PROJECT SPONSOR COMMITMENT AND CAPACITY

The proposed Grantee is the Romania Air Traffic Services Administration (ROMATSA). ROMATSA is a legal person with financial autonomy, performing the specific functions related to air traffic management in Romania. It is under the authority of the Ministry of Transport, Construction and Tourism. It was established by Government Decision 74 / 1991, amended and finalized by the Government Decision 731 / 1992. ROMATSA holds a natural monopoly on the air traffic services in Romania. In providing air traffic services to the civil aircraft overflying the Romanian airspace, ROMATSA applies the regulations of the European Organization for the Safety of Air Navigation (Eurocontrol), which Romania joined in 1996.

The entity is tasked with creating a safe operational environment for air traffic in the Romanian airspace by:

- ❖ Managing the Romanian civil aviation airspace
- ❖ Providing the necessary technical facilities
- ❖ Providing air navigation services for the users of the Romanian airspace
- ❖ Providing aeronautical and meteorological information
- ❖ Providing aeronautical telecommunication services
- ❖ Through civil/military cooperation and the flexible use of the airspace

It is KED's belief that ROMATSA has placed the highest priority to the recommended project and has the technical capacity and manpower to support such initiatives in the near term. ROMATSA is Romania's sole air traffic management entity and is working within regional level programs such as SESAR and IATA to constantly improve and upgrade its services to Romanian users. Furthermore, the activity has received the full endorsement of the Ministry of Transport through civil aviation counsel, Mr. Bogdan Donciu, and support from Director General Claudia Virlan of the Civil Aviation.

² Raytheon provided three Mode S radars for Constanza, Otopeni and Arad.



4. PROJECT IMPLEMENTATION AND FINANCING

It is anticipated that ROMATSA will be able to finance upgrades in a phased manner through a combination of revenue-generated funds, commercial banking and multilaterals. Between 2008 and 2009, ROMATSA's operating revenues increased by about 7% to US\$208,177,013³. Current annual operating profit is in the range of US\$7-9 million per annum and operating revenue in 2010 was US\$287,387,710⁴.

During its visit in country, KED conducted a series of meetings with potential financiers resulting in unanimous interest in working with ROMATSA. Multilateral organizations, commercial banks and airspace users all indicated that ROMATSA has continuously demonstrated a strong financial position and were interested in potential financing opportunities. The results of our discussions were as follows:

- ❖ *European Bank for Reconstruction and Development (EBRD)*: EBRD indicated that they have not been active in providing financing for the aviation sector, but they have been following the sector for the last few years. The bank is extremely interested in working with ROMATSA as they see this entity in a good financial position. Indication was given that they would be willing and able to support any projects with ROMATSA in the near term.
- ❖ *Citibank*: Citibank finds ROMATSA as a very attractive client, but believes that ROMATSA has enough resources to finance any equipment procurement without financial assistance. They believe this would be a good opportunity for Ex-Im Bank depending on current premiums and how attractive these premiums may be to ROMATSA.
- ❖ *BRD - Societe Generale*: Societe Generale stated that they are the main financier in the aviation sector and recently financed €100 million for over 10 years for rehabilitation at Otopeni. They were also very interested in working with ROMATSA, and stated that this is a client with solid financial standing. They also believe that U.S. companies may have an advantage working with ROMATSA as the entity is not required to follow public tender processes based solely on price.

5. U.S. EXPORT POTENTIAL AND FOREIGN COMPETITION

The proposed activity would provide substantial export opportunities for U.S. providers of specialized aviation products and services. U.S. companies such as Honeywell, Northrop Grumman, ITT Corporation, ERA Corporation, Lockheed-Martin, Raytheon and Sensis are currently developing programs for NextGen aviation technologies valued at over \$200 million. We believe that the U.S. is extremely competitive and are well-positioned to provide advanced

³ Data obtained from ROMATSA's 2009 Annual Report.

⁴ Figure provided by ROMATSA.



aerospace technologies and this could be a key opportunity to continue introducing U.S. technologies into the Romanian and the Eastern European market. Further, our discussions with ROMATSA indicated a high level of interest in U.S. products. Raytheon recently was awarded a contract for three Mode S systems and ERA Corporation procured the first WAM system to be deployed in Cluj. Similarly, many of the U.S. providers to which KED reached out during the mission indicated high interest in the Romanian market.

It is anticipated that there would be foreign competition in the sector from high profile companies in Europe such as GM Merc from Denmark, Indra from Spain, and Selex from Italy. ROMATSA currently owns equipment from the latter.

The exports that will come from airspace modernization will depend upon the type of system that is recommended and selected by the study, but we have anticipated exports in the range of US\$30 to \$40 million. Furthermore, well beyond direct exports to ROMATSA (i.e. air traffic management automation equipment, surveillance and data communications ground station equipment, etc.), the implementation of new technologies may also require equipage of the aircraft, which could potentially result in additional exports. For the ATCT program, a conservative estimate is US\$12 million, but further exports may be realized based on the number of ATCTs where modernizations would be carried out.

Table 1. Potential U.S. Exports - Surveillance Modernization Program

Potential of U.S. Exports	Sample U.S. Suppliers	Unit	Qty.	Unit Cost (US\$)	Total Cost (US\$)
Air Traffic Control Center - Bucharest					
Main Automation Processor	Lockheed Martin, LORAL, IBM, Raytheon, Honeywell	EACH	2	\$ 1,000,000	\$ 2,000,000
Surveillance Fusion Tracker	Lockheed Martin, LORAL, IBM, Raytheon, Honeywell	EACH	2	\$ 800,000	\$ 1,600,000
Data communications equipment	Harris, ITT, Litton, Denro	EACH	40	\$ 50,000	\$ 2,000,000
Flight Information Display Systems	Raytheon, Scientific American	EACH	40	\$ 50,000	\$ 2,000,000
IT Support and software adaptation	Lockheed Martin, LORAL, IBM, Raytheon, Honeywell	EACH	1	\$ 2,500,000	\$ 2,500,000
Subtotal					\$ 10,100,000
Next-Generation Surveillance					
ADS-B Transceivers	Sensis, ERA, ITT	EACH	30	\$ 150,000	\$ 4,500,000
Multi-lateration Stations	Sensis, ERA, ITT	EACH	20	\$ 130,000	\$ 2,600,000
Subtotal					\$ 7,100,000
AIR TRAFFIC CONTROL DATA COMMUNICATION EQUIPMENT					
Data Comm. Radio Stations	Motorola, Harris, ITT, Litton, Denro	EACH	40	\$ 500,000	\$ 20,000,000
Subtotal					\$ 20,000,000



Potential of U.S. Exports	Sample U.S. Suppliers	Unit	Qty.	Unit Cost (US\$)	Total Cost (US\$)
Navigational Aids					
Distance Measuring Equipment (DME)	Thales USA, DME, New Bedford Panoramex	EACH	20	\$ 125,000	\$ 2,500,000
Subtotal					\$ 2,500,000
ENGINEERING AND CONSTRUCTION MANAGEMENT					
Engineering and Construction Management Services	Jacobs Engineering, Parsons, Louis Berger, HJ Ross				\$ 1,500,000
Subtotal					\$ 1,500,000
Total					\$ 41,200,000

6. IMPACT ON THE ENVIRONMENT

It is not anticipated that the proposed activity would have negative impacts on the environment. On the contrary, the SESAR program to which the proposed initiative would respond requires the implementation of modern technologies designed to minimize fuel consumption, reduce greenhouse gas emissions and noise pollution as they would allow for point-to-point routes, direct and shorter flights. This Project will focus on identifying, recommending and establishing the most advanced airspace technologies for the Danube FAB and meet ROMATSA’s Environmental Management System in accordance with the ISO 14001:2004 standard requirements.

It is important to note that during the team’s visit to Romania, it became evident that ROMATSA is concerned with environmental issues and that this activity would support such efforts. ROMATSA is currently working with flag airline TAROM in activities that would reduce CO2 emissions and in a new environmental management system. The implementation of technologies recommended by the Project would support these initiatives by allowing TAROM and other airspace users to flight more direct, shorter routes.

7. IMPACT ON U.S. LABOR

It is our opinion that the project will not cause any dislocation of U.S. jobs. It is not expected to provide any incentive or induce a business enterprise currently located in the U.S. to relocate in Romania or a foreign county, contribute to the violation of internationally-recognized worker’s rights or contribute to the production of any commodity that is in surplus in the global markets.

8. DEVELOPMENTAL IMPACTS

The proposed activity will result in enhanced airspace utilization and capacity between Europe, Asia and Africa, thus providing significant developmental impacts in terms of safety, security, productivity, technology transfer and human capacity. Furthermore, it will provide internationally-



accepted procedures and systems that will reduce risk and delays for airspace users in the region. It will allow for timely weather updates, continuous coverage and improved communications and surveillance at varying altitudes.

Immediate benefits from the program would be:

- ❖ Enhanced capacity created by improved communications, navigation and surveillance.
- ❖ Increased levels of safety for airspace users and potential reduction of accidents.
- ❖ More direct routing of aircraft resulting in significant cost savings to the users and a corresponding reduction in greenhouse gas emissions.
- ❖ Consolidation of ATM services (e.g., remote towers) and higher utilization of existing staff. Cost savings will be possible from such consolidations.
- ❖ Transfer of technology and know-how to Romanian aviation staff and engineers in the most modern aviation technologies and ATC procedures.

Productivity Enhancement and Transfer of Technology: We anticipate that the most significant impacts will relate to productivity enhancements and the transfer of technology. Newer airspace technologies as those recommended under the surveillance modernization program provide aircraft operators, pilots and air traffic controllers with capacities that current terrestrial-based systems are unable to provide improved situational awareness that minimizes the likelihood of mid-air collisions; up-to-date weather data in the cockpit aimed to reduce incidences of flying into hazardous weather; reduced separation criteria and more direct routing which increases air traffic capacity, especially in previously non-radar airspace. This translates into increased capacity, reduced delays, and added safety for airspace users with decreased accident rates. Moreover, the implementation of ADS-B, MLAT and other similar technologies will allow Romania to become SES II compliant and yield significant improvements in ATM productivity.

In terms of ATCT efficiency, the activity proposed would translate in the potential application of new systems and procedures such as remote towers which would enhance productivity. In connection with training and human capacity building, increased productivity would be realized, e.g. increased number of flights served per controller⁵, consolidation of services without the need for local facilities and servicing of emergency flights/aircraft from remote locations during non-operating hours.

Human Capacity Building: The proposed activity will have a direct and significant impact in human resources capacity building in Romania. It will require the training of aviation service technicians, air traffic controllers, and engineering experts for the deployment and maintenance of the installed equipment, in new ATCT operations and procedures and in the application of

⁵ ROMATSA currently handles 1276 flights per day and employs 512 controllers. Information provided by ROMATSA.



U.S. best practices. The implementation of these new technologies will improve the productivity of existing personnel, thus allowing for increased levels of service and number of flights to be served.

Market-Oriented Reforms: Romania is a member of the Single European Sky (SES), and as such has agreed to make numerous technological changes in their infrastructure so as to create a seamless and unified European and Global Air Traffic Control network affording unrestricted flow of air traffic that is harmonious with all other air traffic control systems. As part of this program, Romania has joined with Bulgaria to create a FAB, the Danube FAB which will operate in line with the EUROCONTROL ATM 2000+ Strategy and ATM Master Plan (as the European equivalent of NextGen). This effort has the potential to not only address the infrastructure but also the procedural and interrelated Air Traffic management and coordination with neighboring Air Traffic Navigational Service Providers (ATNSP). The recommended activity would support such efforts by allowing ROMATSA to assess and implement the most adequate technologies. This would translate in strong support to regional and global ATC harmonization initiatives.

Infrastructure Development: Infrastructure may be impacted based on the recommendations of the studies in several ways, including:

- Consolidation of ATM facilities, including control centers and towers.
- Modernization and/or expansion of certain facilities, including CNS systems.
- Construction of ADS-B, MLAT ground stations (shelters, HVAC, electrical).

9. JUSTIFICATION

ROMATSA is in the early stages of implementing numerous technological changes in their infrastructure so as to create a seamless and unified European and Global Air Traffic Control network in response to its commitment to the SESAR program. Further, ROMATSA is developing bilateral agreements with neighboring countries, most recently with Bulgaria through the Danube FAB and has plans to continue its regional integration with Turkey, Serbia, Moldova and Ukraine. These initiatives are aimed at fostering regional integration and harmonization of ATC and CNS systems. Such harmonization efforts require the application of new, modern aviation technologies, as well as improved procedures and efficiencies. Along with the goals set forth by SESAR, ROMATSA has strong interest in improving the efficiency of its service, reducing operating costs and optimizing manpower through the application of high-end technology.

KED is recommending this activity that would support such efforts. The activity encompasses a plan for modernization of surveillance systems, with potential application of ADS-B, MLAT or a combination of both. This project is well justified not only because ROMATSA will be required to apply such technologies in the near future to meet SESAR requirements, but also because U.S. companies such as Raytheon and ERA have already been successful at working with ROMATSA. Strong interest from other U.S. manufacturers – Sensis, ITT, Honeywell – make the project even more appealing for USTDA funding.

A N N E X 3



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

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

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

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

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

NATIONALITY:

1) Rule

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

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

2) Application

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

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

3) Definitions

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

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

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

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

SOURCE AND ORIGIN:

1) Rule

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

2) Application

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

3) Definitions

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

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

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

ANNEX 4

GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the Romanian Air Traffic Services Administration ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$513,170 ("USTDA Grant") to fund the cost of goods and services required for technical assistance ("TA") on the proposed Aviation Surveillance Modernization ("Project") in Romania ("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 local transportation, office space, and secretarial support.

5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). 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. Technical Assistance Schedule

(A) TA Completion Date

The completion date for the TA, which is December 15, 2012, 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 or results of the Project, and upon receipt by the Grantee of the Final Report, will designate (by both title and organization) a point of contact for any such inquiries.

14. Implementation Letters

To assist the Grantee in the implementation of the 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 General Director. 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: Romanian Air Traffic Services Administration
10, Ion Ionescu de la Brad blvd

013813, Bucharest
Romania

Phone: 40-21-208-3102
Fax: 40-21-230-2335

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

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

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

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

Appropriation No.: 11 12/13 1001
Activity No.: 2012-21014A
Reservation No.: 2012117
Grant No.: GH201221117

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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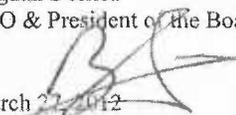
IN WITNESS WHEREOF, the Government of the United States of America and the Romanian Air Traffic Services Administration, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written 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: 
Duane C. Butcher
U.S. Chargé d' Affaires

Date: March 27, 2012

**For the Romanian Air Traffic
Services Administration**

By: 
Bogdan Donciu
CEO & President of the Board

Date: March 27, 2012

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 Romanian Air Traffic Services Administration ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the Aviation Surveillance Modernization project ("Project") in Romania ("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. Technical Assistance Schedule

(1) TA Completion Date

The completion date for the TA, which is December 15, 2012, 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.: 11 12/13 1001
Activity No.: 2012-2014A
Reservation No.: 2012117
Grant No.: GH201221117

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.

(2/28/08 version)

A N N E X 5

Annex I

Terms of Reference

Romania: Aviation Surveillance Modernization Technical Assistance

Objective:

The Grantee for this Technical Assistance (TA) is the Romanian Air Traffic Services Administration (ROMATSA) (Grantee). The Contractor shall provide technical assistance (TA) to the Grantee that will develop high-level operational and technical recommendations regarding automation, surveillance, data communications, traffic flow management, and performance based navigation. This TA shall support the Grantee's efforts to transition to the Local Single Sky Implementation (LSSIP) identified in the new European Single Sky Implementation (ESSIP) strategy, in line with the EUROCONTROL Air Traffic Management (ATM) 2000+ Strategy and ATM Master Plan¹. The Contractor shall provide technical and financial analyses to assess the Grantee's current and proposed surveillance system and provide recommendations to enable the Grantee to establish an airspace modeling and simulation capability that specifically assesses airspace system performance, analyzes and identifies airspace-related performance issues, and provides analytical capabilities to assess future changes or procedures to the airspace system prior to deployment.

Task 1: Project Start-Up and Baseline

Upon notification of award, the Contractor shall contact the Grantee and schedule an initial project kick-off call. During the kick-off call, the Contractor and the Grantee shall review the scope of work and schedule, as well as discuss the approach and methodology for the TA. During this time, the Contractor shall also discuss with the Grantee the current NEXTGEN technology implementation programs being planned or carried out in Romania.

The Contractor shall conduct a detailed review of the cooperation agreement between ROMATSA, the Bulgarian Air Traffic Services Authority (BULATSA) and Euro Control as it pertains to the implementation of NextGen technologies in Romania. Any recommendations provided as a result of this Technical Assistance shall comply with this agreement.

Following the kick-off call, the Contractor shall conduct a one-week visit to Romania to conduct a data collection effort with the assistance of the Grantee to assess the existing

¹ Local Convergence and Implementation Plan established between Romania and Euro Control and the European Common Aviation Area (ECAA) Multilateral Agreement, ratified by Romania through Law no.328/22.11.2007 and published in the Official Journal of Romania Part 1 no.48/22.01.2008

airspace procedures, the existing automation, surveillance, navigational and communication system conditions, and to collect, review and analyze all data that may be relevant to the development and implementation of functional solutions as they pertain to the Project for the Danube Functional Air Bloc (FAB). The Contractor shall also conduct site visits to the Bucharest Air Traffic Control (ATC).

The Contractor shall hold meetings with the Grantee, as well as other stakeholders, such as the Civil Aviation Authority (CAA), the Ministry of Transport (MOT), major airlines (e.g. TAROM, Wizz, Blue Air), and other parties that the Contractor deems necessary to conduct the TA. The Contractor shall also make contact with BULATSA to discuss the TA, scope of work and request any data as necessary.

The Contractor shall compile and review, at the minimum, the following materials:

- Plans, programs and studies available from the Grantee that detail NEXTGEN technology applications in Romania.
- Previous studies completed regarding topographic and geo-referenced satellite surveying of the terrain. The Contractor shall use these studies to determine the location of the existing communications, navigation and surveillance (CNS) equipment and their actual coverage and the optimal siting for future infrastructure enhancements.
- All available information concerning the coverage, military airspace restrictions and non-covered mountainous terrain for the optimization of the new airspace architecture covered by the existing radar systems and the proposed Automatic Dependent Surveillance-Broadcast (ADS-B) system for the Romanian airspace.
- Existing demand forecasts, capacity assessments, master plans, feasibility studies and programs as they relate to the airports in the region, including forecasts of the number of operations, the number of passengers and the cargo volumes. These will be further analyzed with historical data to determine general trends which should support projected forecasts.
- All other pertinent information to substantiate the technical, economical and operational findings and recommendations of this technical assistance.

Based on the information gathered and site visits conducted, the Contractor shall develop a rough draft transitional strategy based on technological requirements and timelines of Single European Sky (SES) II and financial stewardship to best utilize the Grantee's financial resources. This strategy shall provide an overall baseline of existing conditions, technologies that should be implemented and overall steps to achieve such implementation.

DELIVERABLE #1: The Contractor shall prepare a Report detailing the findings of all the work performed under this Task 1.

Task 2: Assessment and Recommendations for Achieving Networked-Surveillance, Voice and Data Communications Infrastructure, and Next-Gen Surveillance and Communications Technologies

The Contractor shall conduct analyses of the current and planned surveillance and communications infrastructure and associated CNS architecture. Based on the Grantee's long-term objectives for facility consolidation and Central Air Traffic Flow Management in Bucharest, the Contractor shall evaluate solutions and provide recommendations that enable networked-surveillance and networked communications capabilities. These recommendations shall include the technology and architecture components required to implement the networked capabilities. In addition, the Contractor shall:

- Assess current and planned en route surveillance infrastructure considering the following three technology options: ground-based radar, ADS-B and Wide Area Multilateration (WAM) capabilities and architecture and tie these efforts to SES II timelines.
- Assess current and planned voice and digital data capabilities and architecture.
- Identify, assess and recommend solutions to establish a networked surveillance capability.
- Identify, assess and recommend solutions to establish a networked voice and digital data communications capability.
- Assess current navigation aids and ground based augmentation systems (GBAS) and other similar technologies as deemed necessary to enhance required navigational performance (RNP) capabilities.
- As applicable, identify the general benefits and constraints in implementing these systems/technologies, such as aircraft equipage, user needs, increased levels of safety and environmental benefits.
- Prepare a rough order of magnitude (ROM) cost estimate for implementing each recommendation.
- Present the recommended solutions combined with a ROM cost estimate for implementing each recommendation to the Grantee.
- Assess the cost to benefits of modernizing the existing additional radar facilities to include mode "S" that is similar to the three radar facilities in Bucharest, Constanta and Timisoara.

DELIVERABLE #2: The Contractor shall provide a draft technical report with recommendations for networked-surveillance and network communications capabilities

to achieve the Grantee's modernization objectives. The Contractor shall recommend technologies for future implementation and provide cost comparisons between competing technologies for procurement, as well as extended costs of operation and maintenance and environmental impacts.

Task 3: Technology Solution Program

Upon the Grantee's acceptance of the recommended infrastructure in Task 2, the Contractor shall develop a full program for implementation of the recommended technology(ies). This program shall consist of the following:

- The Contractor shall prepare a preliminary set of drawings and calculations, showing the locations of the proposed ground stations and antennae; the location of the proposed communications and data processing facilities; the infrastructure required to support all of the proposed facilities; the integration of these technologies with the visualization system operating in Romania; and recommended redundant systems for these facilities that assure a level of availability of services compatible with the operational needs of the Grantee.
- The Contractor should determine the users' (commercial airlines, general aviation) avionics integration requirements.
- The Contractor shall also include the requirements and estimated costs for maintenance and certification for the proposed equipment.
- The Contractor shall compile an equipment inventory list that details product specifications, uses and availability of the technologies identified that are compatible with the Grantee's operations.
- The Contractor shall identify any equipment that may be necessary to reach full implementation during a transition period, if applicable.
- For the proposed solutions, the Contractor shall merge all ROM developed in preceding tasks and present an annual cost estimate of the proposed systems. The estimate shall include the projected annual avionics integration costs for the users. The cost estimate shall consider each recommended technology cost to include, but not be limited to, initial equipment cost, installation cost, maintenance and repair, training and other relevant items.
- The Contractor shall review SES II roadmaps and the Grantee's available financial resources to develop a technology-specific recommended timeline with a comprehensive master timetable which links each separate roadmap together.

DELIVERABLE #3: The Contractor shall present a Report containing the Technology Solution Program, including the recommended system siting, cost, maintenance

requirements, user avionics integration equipment requirements and roadmap for implementation as detailed in this Task 3.

Task 4: Preliminary Assessment of Developmental and Environmental Impacts

The Contractor shall conduct an assessment to identify significant potential development impacts of the project in Romania. While specific focus should be paid to the immediate impact(s) of the Project, where appropriate, any additional developmental benefits of the Project, including spin-off and demonstration effects, should be included. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

- Infrastructure and Industry - Provide information on the infrastructure impact, giving a brief synopsis of upgrades to the country's infrastructure.
- Market-Oriented Reforms - Provide an overview of potential changes in the market as a result of the project, focusing on increased competition and improved level of safety and service.
- Technology Transfer and Productivity Enhancement - Provide an overview of any advanced technologies that would be implemented as a result of the Project. Provide a brief description of any efficiency that would be gained.
- Other - Identify and present information regarding any other developmental benefits of the Project, including any spin-off or demonstration effects, such as the NextGen and SESAR concept.

In addition, the Contractor shall identify any potential environmental benefits and negative impacts of the recommendations in Tasks 2 and 3 and give appropriate mitigation strategies.

DELIVERABLE #4: The Contractor shall present a Report describing all the work performed under this Task 4.

Task 5: Identify Potential U.S. Suppliers

The Contractor shall research vendors in the United States that could provide services, software or hardware systems that are needed to fulfill Romania's NextGen technology requirements and support the long term vision of the Grantee. Contact information for major suppliers shall be provided as part of this task.

DELIVERABLE #5: The Contractor shall present a Report with the results of Task 5 and provide a table containing the name of the company, address, and contact information required by Clause I(3)(e) of the USTDA Mandatory Contract Clauses contained in Annex II to the Grant Agreement for each technology solution and service provider identified.

Task 6: Final Report

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

The Contractor shall prepare and conduct a presentation of the findings of the Final Report at the Grantee's Office in Bucharest.

Notes:

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

ANNEX 6



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

U.S. Firm Information Form

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

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

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

Activity Title *[To be completed by USTDA]*

Full Legal Name of U.S. Firm

Business Address (street address only)

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

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

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

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

Is the U.S. Firm a wholly-owned or partially owned subsidiary?	Yes
	No

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

Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?	Yes
	No

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

Project Manager

Name	Surname	
	Given Name	
Address		
Telephone		
Fax		
Email		

Negotiation Prerequisites

Discuss any current or anticipated commitments which may impact the ability of the U.S. Firm or its subcontractors to complete the Activity as proposed and reflect such impact within the project schedule.	
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Identify any specific information which is needed from the Grantee before commencing negotiations.	
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U.S. Firm may attach additional sheets, as necessary.

U.S. Firm's Representations

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

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

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

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

Name		Signature	
Title			
Organization		Date	



ATTACHMENT B

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

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

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

USTDA Activity Number [To be completed by USTDA]	
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Activity Title [To be completed by USTDA]	
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Full Legal Name of U.S. Firm	
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Full Legal Name of Shareholder	
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Business Address of Shareholder (street address only)	
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Telephone number		Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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Country of Shareholder's Principal Place of Business	
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Please provide a list of directors and principal officers as detailed in Attachment A. Attached?	Yes
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Type of Ownership	<input type="checkbox"/> Publicly Traded Company
	<input type="checkbox"/> Private Company
	<input type="checkbox"/> Other

If applicable, provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in Shareholder, please complete Attachment B.	
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Is the Shareholder a wholly-owned or partially owned subsidiary?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

If so, please provide the name of the Shareholder's parent(s). In addition, for any parent identified, please complete Attachment B.	
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Shareholder may attach additional sheets, as necessary.



ATTACHMENT C

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

Subcontractor Information Form

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

USTDA Activity Number <i>[To be completed by USTDA]</i>	
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Activity Title <i>[To be completed by USTDA]</i>	
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Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")	
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Full Legal Name of Subcontractor	
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Business Address of Subcontractor (street address only)	
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Telephone Number	
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Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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Subcontractor Point of Contact

Name	Surname	
	Given Name	

Address	
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Telephone	
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Fax	
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Email	
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Subcontractor's Representations

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

1. Subcontractor is a <i>[check one]</i>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
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duly organized, validly existing and in good standing under the laws of: _____ .

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

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

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

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

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

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

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

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

Name		Signature	
Title			
Organization		Date	