REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

EL SALVADOR / COMALAPA INTERNATIONAL AIRPORT PASSENGER TERMINAL PROJECT IN EL SALVADOR

Submission Deadline: **4:30 PM**

LOCAL TIME (SAN SALVADOR, EL SALVADOR)

NOVEMBER 9, 2012

Submission Place: **Alberto Arene**
Presidente
Comisión Ejecutiva Portuaria Autónoma
Bulevar de Los Héroes, Colonia Miramonte
Centro Comercial Metrocentro, Edificio Torre Roble, 5to Nivel
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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.

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SECTION 1: INTRODUCTION

The U.S. Trade and Development Agency ("USTDA") has provided a grant in the amount of US$427,569 to the Comisión Ejecutiva Portuaria Autónoma de El Salvador ("CEPA") (the "Grantee") of El Salvador (the "Host Country") in accordance with a grant agreement dated August 9, 2012 (the "Grant Agreement") to fund a feasibility study ("Feasibility Study") for the El Salvador/Comalapa International Airport Passenger Terminal project (the "Project"). This Feasibility Study will develop the specifications for passenger terminal improvements at El Salvador's largest airport. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

Completed in 1980 to replace Ilopango International Airport in San Salvador, El Salvador International Airport (SAL, also known as Comalapa International Airport) is the largest airport in El Salvador and the third busiest airport in Central America. CEPA, the Salvadoran government entity responsible for developing and managing El Salvador's transportation infrastructure, owns and operates the airport.

The Grantee is looking expanded operations at El Salvador/Comalapa International Airport in line with international standards. The main goals of the Feasibility Study are to determine the requirements for improving and expanding the passenger terminal facilities at El Salvador/Comalapa International Airport to accommodate air traffic demand projections. This effort will involve updating the traffic forecasts for the next twenty years; recommending at least three alternatives for expanding the passenger terminal facility that will allow the Grantee to move forward with the detailed design phase; and determining a financing strategy based on the use of local, regional, and multilateral bank financing. The Feasibility Study also includes a review of improvements to other airport facilities to meet the updated demand projections, including fuel storage, cargo facilities, air traffic control services, aircraft rescue capabilities, and firefighting equipment.

The Project supports the Obama Administration's Partnership for Growth initiative that was signed in November 2011 to support economic growth in El Salvador.

Portions of a background Definitional Mission report are provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of this Feasibility Study is to assess improvements at El Salvador's largest airport to accommodate demand projections.

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

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals ("RFP") will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US$427,569. **The USTDA grant of US$427,569 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$427,569 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 "El Salvador/Comalapa International Airport Passenger Terminal Project."

2.2 DEFINITIONS

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

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

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

2.3 DEFINITIONAL MISSION REPORT

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

2.4 EXAMINATION OF DOCUMENTS

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

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US$427,569.

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 Spanish.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The Cover Letter in the proposal must be addressed to:

Alberto Arene
Presidente
Comisión Ejecutiva Portuaria Autónoma
Bulevar de Los Héroes, Colonia Miramonte
Centro Comercial Metrocentro, Edificio Torre Roble, 5to Nivel
San Salvador
El Salvador
Phone: + (503) 2218-1231
+ (503) 2620-9010
+ (503) 7070-8024

An original in English, an original in Spanish, one (1) copy in English, and three (3) copies in Spanish of your proposal must be received at the above address no later than 4:30 PM, on November 9, 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

Each 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 in English, the original in Spanish, one (1) copy in English, and three (3) copies in Spanish 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 the Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.18 EXCEPTIONS

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

2.19 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study, 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$427,569 which is a fixed amount.

Offerors shall submit one (1) original in English, one (1) original in Spanish, one (1) copy in English, and three (3) copies in Spanish of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

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

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

3.1 EXECUTIVE SUMMARY

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

3.2 U.S. FIRM INFORMATION

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

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed Project Manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the “Work Plan”). Discuss the Offeror’s methodology for completing the project requirements. Include a brief narrative of the Offeror’s methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project.

The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

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

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the Feasibility Study as described in this RFP.

SECTION 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second-most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria and their corresponding assigned weights:

1. Technical Experience (30 points): Offeror's experience in airport feasibility studies, including experience in the preparation of demand-capacity analysis, aviation traffic forecasting, environmental impact assessment, airside/landside facility requirements, conceptual design and land use, final design, and airport planning. Offeror's understanding of relevant U.S. Federal Aviation Administration (FAA), International Civil Aviation Organization (ICAO), and International Air Transport Association (IATA) regulations and requirements.

2. Technical Approach and Work Plan (30 points): Adequacy, soundness, and thoroughness of the Technical Approach and Work Plan.

3. Financial Analysis and Financing (25 points): Offeror's experience in airport forecasting, cost estimating, and development of capital investment programs for airport infrastructure projects. Offeror's experience with airport financing and structuring financing for similar projects. Offeror's familiarity and experience with the requirements of potential sources of financing for the Project, including local, regional, and multilateral banks.

4. Regional Experience (15 points): Offeror's familiarity and experience with the aviation sector and airports in Latin America generally and Central America specifically, including relevant local and regional regulations and requirements. Offeror's experience and ability to work in the Spanish language.

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

Price will not be a factor in Contractor selection.

A N N E X 1

FEDBIZOPPS ANNOUNCEMENT

Alberto Arene
Presidente
Comisión Ejecutiva Portuaria Autónoma
Bulevar de Los Héroes, Colonia Miramonte
Centro Comercial Metrocentro, Edificio Torre Roble, 5to Nivel
San Salvador, El Salvador
Phone: + (503) 2218-1231, (503) 2620-9010, (503) 7070-8024

B – El Salvador: El Salvador/Comalapa International Airport Passenger Terminal Feasibility Study

POC: Anthony O'Tapi, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. El Salvador/Comalapa International Airport Passenger Terminal Feasibility Study, El Salvador.

The Grantee (Comisión Ejecutiva Portuaria Autónoma de El Salvador, CEPA) 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 conduct a Feasibility Study for the El Salvador/Comalapa International Airport Passenger Terminal Project.

The objective of this Feasibility Study is to assess improvements at El Salvador's largest airport to accommodate demand projections. The Feasibility Study will allow the Grantee to support expanded operations at El Salvador International Airport (SAL, also known as Comalapa International Airport) in line with international standards

The U.S. firm selected will be paid in U.S. dollars from a $427,569 grant to the Grantee from the U.S. Trade and Development Agency ("USTDA").

A detailed Request for Proposals ("RFP"), which includes requirements for the Proposal, the Terms of Reference, and portions of a background Definitional Mission report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to:

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

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

verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

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

Interested U.S. firms should submit their Proposal in English and Spanish directly to the Grantee by **4:30 PM (local time in El Salvador), October 26, 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.

A N N E X 2

PORTIONS OF BACKGROUND DEFINITIONAL MISSION REPORT

Definitional Mission
Final Report

SOLICITATION CO201151104

Definitional Mission: El Salvador Transportation Infrastructure Projects

Submitted to:

US Trade & Development Agency
1000 Wilson Blvd., Suite 1600
Arlington, VA 22209-3901

Submitted by:
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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.

The U.S. Trade and Development Agency

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

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Mailing and Delivery Address: 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901
Phone: 703–875–4357 • **Fax:** 703–875–4009 • **Web site:** www.ustda.gov

Executive Summary

Airline Capital Associates ("ACA") was awarded a contract by USTDA to conduct a Definitional Mission ("DM") to identify and assess transportation sector projects in El Salvador to determine if they warrant USTDA grant support.

Mr. Frank Rosenberg, the DM project leader and aviation expert, and Dr. Richard Morris, who focused on seaport and rail projects, made a site visit to El Salvador in 2011. They met key officials from Comisiòn Ejecutiva Portuaria Autónoma (CEPA), the government entity that controls and operates the airports, seaports and railways, to ascertain government priorities; managers of the largest airlines that operate in El Salvador to determine the carriers' concerns; and representatives of financing entities to identify possible sources of financing of development projects.

During the site visit, the DM met with the President of CEPA; the Director Ejecutivo of the Autoridad de Aviación Civil (CAA); the managers of El Salvador International Airport, Ilopango Airport, the Ports of La Unión and Acajutla, and the railroad company FENADESAL who all work for CEPA; managers of TACA International Airlines, Delta Air Lines and American Airlines; and representatives from the Central American Bank for Economic Integration (BCIE), the Banco Multisectorial de Inversiones (BMI) and the International Finance Corporation (IFC).

While in El Salvador, Mr. Rosenberg and Dr. Morris made visits to the El Salvador International Airport, Ilopango Airport, and the port of Acajutla in order to review the site of possible development projects.

Based on the meetings and visits, the DM recommends USTDA support for two projects, a feasibility study relating to the modernization and expansion of the passenger terminal at SAL and a technical assistance study that will support the IFC marketing of the CEPA tender for a private concessionaire to operate the Port of La Unión.

SAL Passenger Terminal Feasibility Study

ACA recommends that USTDA support a feasibility study to examine the expansion and refurbishment of the passenger terminal at El Salvador International Airport, through provision of a grant in the amount of $427,569 to fund the Study. The Study is intended to enable CEPA to make informed decisions on how to proceed to the design phase of this Project and will give financial institutions an independent view of the value of the Project.

The current passenger terminal is in need of urgent refurbishment and expansion to bring it up to international standards for the following reasons:

- TACA International Airlines (TACA) uses SAL as its hub and has insufficient gates to accommodate planned fleet expansion. The airline is of major importance to El Salvador and SAL – of the two million passengers handled at the airport in 2010, a quarter were TACA transit passengers moving between flights. TACA holds orders for twenty more aircraft for delivery over the next four years, and wants additional gates to be able to handle more incoming flights at the same time.
- The current passenger concourse and circulation areas mix arriving, departing and transit passengers, leading to security problems and extra expense for the carriers.
- The incoming customs and immigration area is inadequate to handle the current traffic without lines congesting the concourse and gate areas.
- Check-in and curbside areas need expansion.

The DM estimates that when the terminal is completed it will provide El Salvador an international gateway at the highest international standards for safety and passenger services.

SAL Passenger Terminal Development Feasibility Study

Project Description

The passenger terminal at El Salvador International Airport (SAL) is no longer able to efficiently service the current volume of passengers, according to both CEPA and the airlines that operate there. Based on visiting the facility and discussions with officials from CEPA, and managers the airlines, the DM determined that the current passenger terminal is in need of urgent refurbishment and expansion to bring it up to international standards for the following reasons:

- TACA uses SAL as its hub and has insufficient gates to accommodate planned fleet expansion. The airline is of major importance to El Salvador and SAL – of the two million passengers handled at the airport in 2010, a quarter were TACA transit passengers moving between flights. The airline holds orders for twenty more aircraft for delivery over the next four years, and wants more gates to be able to handle more incoming flights at the same time.
- The current passenger concourse and circulation areas mix arriving, departing and transit passengers, leading to security problems and extra expense for the carriers.
- The incoming customs and immigration area is inadequate to handle the current traffic without lines congesting the concourse and gate areas.
- Check-in and curbside areas need expansion. An inline security system for checked baggage is needed to alleviate congestion in the check-in area, which will need more space.
- Meeting and greeting areas are inadequate for servicing current passengers.
- Many of the existing passenger loading bridges are inoperable and others are unreliable, sometimes causing departure delays.

A Master Plan for El Salvador International Airport (SAL), funded by the French government, was completed by ADPI (part of the Aeroports de Paris Group) in 2007 and updated in 2009. The Master Plan outlined three phases for the expansion of the passenger terminal to eventually enable it to handle up to seven million passengers annually. The traffic growth rates envisioned in the original Master Plan have not occurred due in part to the recent global economic downturn, and passenger traffic in 2010 was lower than the peak of slightly more than two million passengers handled at the airport in 2008.

The DM recommends that USTDA funds a feasibility study (Study) to determine the requirements for expanding and improving the passenger terminal facilities at SAL to accommodate air traffic demand projections over the next five to ten years. This will involve: updating the traffic forecasts for the next twenty years; recommending at least three alternative expansion and refurbishing schemes for the passenger terminal facility, which will allow CEPA

to move ahead with the detailed design phase of the expansion; and determining a financing strategy based on the use of local, regional and multinational bank funds.

The Study will also include a longer term (ten- to twenty-year) review of other airport facilities (e.g., fuel storage, cargo facilities, ARFF, air traffic control, MRO) and a highlight of improvements that will be necessary to satisfy the updated traffic forecast.

Project Costs

The DM has estimated the costs for the first phase of terminal improvements and expansion based on the Master Plan, which will produce a state-of-the-art passenger terminal up to international standards with the capability of handling up to four million passengers per year, about double the current volume. This involves the addition of six new gates and will increase the area of the passenger facilities from the current 42,000 square meters (SM) to 82,000 SM. In addition, the existing loading gates need replacement and current facilities need improvements in communications, security and other equipment and systems.

The DM estimates the cost for the first phase of the terminal development will be around $108 million, which includes terminal apron and additional aircraft hard stands.

Sponsor Commitment

The President of CEPA indicated that the expansion and refurbishing of SAL is a high priority Project for the El Salvador government. In addition, following the DM, the U.S. Ambassador to El Salvador, Ambassador Aponte, has indicated that it is an urgent issue for the U.S. Government as a component of a U.S.–El Salvador bilateral cooperation.

Study Team Qualifications

[Refer to Section 4 of the RFP]

Justification

The DM believes that USTDA support of a feasibility study of the passenger terminal expansion at SAL will provide the short term impetus necessary to start a Project that is a high priority of the government of El Salvador. Local funding sources have indicated they can finance some or all of the Project, but want to see an independent review of its feasibility, which the Study is designed to provide.

Completion of the Project will help improve global airport security, which is a priority of the U.S. government. It is currently very costly for the airlines operating from SAL to satisfy international and TSA passenger security standards.

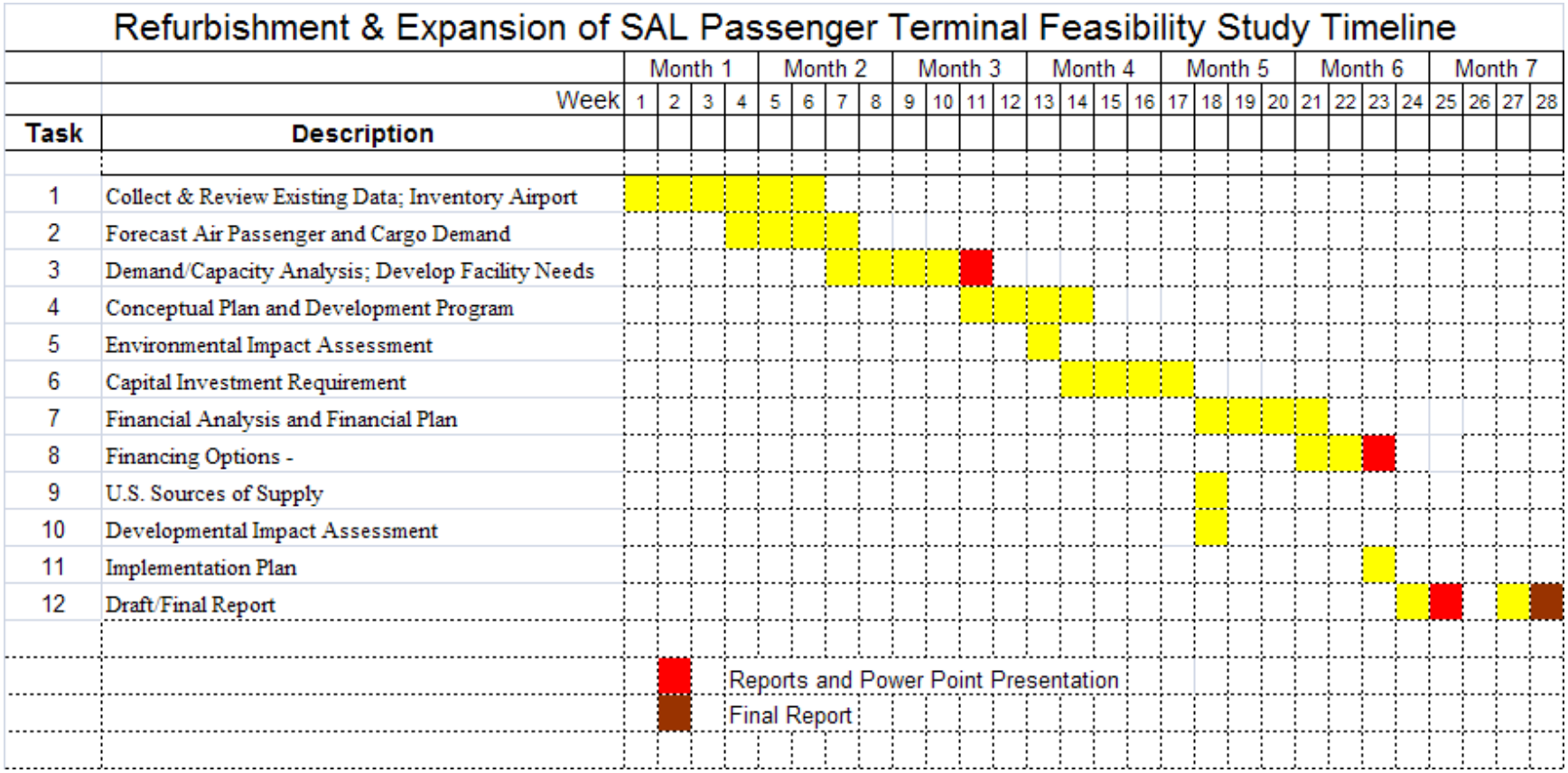
Recommendation

Based on the DM, ACA has determined that a feasibility study of the modernization/ construction of the passenger terminal of El Salvador International Airport should be supported by USTDA. The DM recommends that USTDA provide a grant in the amount of $427,569 to fund the Study contained in the following Terms of Reference to provide CEPA and the financial institutions the information to make an informed decision on how to proceed to the design phase of this Project.

Terms of Reference

[Refer to Annex 5 of the RFP]

Projected Timeline



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A N N E X 3

USTDA NATIONALITY REQUIREMENTS

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

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

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

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

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

NATIONALITY:

1) Rule

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

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

2) Application

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

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

3) Definitions

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

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

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

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

SOURCE AND ORIGIN:

1) Rule

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

2) Application

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

3) Definitions

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

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

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

A N N E X 4

USTDA GRANT AGREEMENT,
INCLUDING MANDATORY CONTRACT CLAUSES

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U.S. TRADE AND DEVELOPMENT AGENCY
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GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA"), and the Comisión Ejecutiva Portuaria Autónoma de El Salvador ("CEPA") ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US$427,569 ("USTDA Grant") to fund the cost of goods and services required for the preparation of a feasibility study ("Study") on the proposed El Salvador/Comalapa International Airport Passenger Terminal project ("Project") in El Salvador ("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 Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

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

3. Standards of Conduct

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

4. Grantee Responsibilities

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

5. USTDA as Financier

(A) Contractor Selection Procedure

Selection of the Contractor is not subject to the application of El Salvador's Ley de Adquisiciones y Contrataciones de la Administración Pública. Selection of the Contractor shall be carried out by the Grantee after a technical evaluation of the proposals with advance notice of the Request for Proposals published online through *Federal Business Opportunities (www.fedbizopps.gov)*. Upon request, the Grantee will submit the technical evaluation findings and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

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

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into the Contract for performance of the Study. The 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 (as defined in Clause I of Annex II), and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the Contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the Contract or any subcontract thereunder, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval

or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

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

(B) Contractor Invoice Requirements

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

7. Effective Date

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

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is February 28, 2013, is the date by which the parties estimate that the Study will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

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

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II. 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 the 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 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 the 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 the 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, 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 Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

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

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U.S. Ambassador to the Host Country or USTDA and Grantee will be represented by the President of CEPA. 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: Comisión Ejecutiva Portuaria Autónoma
Bulevar de Los Héroes, Colonia Miramonte
Centro Comercial Metrocentro, Edificio Torre Roble
San Salvador
EL SALVADOR

Phone: + (503) 2218-1300
Fax: + (503) 2121-1212
E-Mail: Yicsi.Rodriguez@cepa.gob.sv

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

Phone: (703) 875-4357
Fax: (703) 875-4009
E-Mail: LAC@ustda.gov

All formal 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.: 2012-51011A
Reservation No.: 2012125
Grant No.: GH201251125

18. Termination

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

19. Non-Waiver of Rights and Remedies

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

20. U.S. Technology and Equipment

By funding this Study, USTDA seeks to promote the Project objectives of the Host 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 Comisión Ejecutiva Portuaria Autónoma de El Salvador, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the United States of America

By: _____

Date: July 19, 2012

For the Comisión Ejecutiva Portuaria Autónoma de El Salvador

By: _____

Date: August 9, 2012

Annex I -- Terms of Reference

Annex II – USTDA Mandatory Clauses

Annex I

Terms of Reference

Objective

The objective of the feasibility study ("Study") for the El Salvador/Comalapa International Airport Passenger Terminal Project ("Project") is to assess improvements at El Salvador's largest airport to accommodate demand projections. The Study will allow the Comisión Ejecutiva Portuaria Autónoma de El Salvador ("CEPA") ("Grantee") to support expanded operations at El Salvador International Airport ("SAL," also known as "Comalapa International Airport") in line with international standards.

General Considerations for Deliverables and Documents

The U.S. firm selected by the Grantee to perform the Study ("Contractor") shall undertake a quality control review process, including a technical and editorial review, of all deliverables and documents submitted to the Grantee to ensure readability, accuracy, and consistency. The interim deliverables specified in these Terms of Reference shall serve to keep the Grantee informed about the Contractor's work on the Study and to ensure that the Contractor's findings are acceptable to the Grantee before critical decisions are made on the Study. The Contractor shall submit monthly progress reports to the Grantee. The Contractor shall submit all deliverables and documents to the Grantee in English and Spanish. Meetings and presentations in El Salvador shall be conducted in Spanish.

Activities

Task 1: Collection and Review of Existing Data and Inventory of Airport Facilities and Property

1.1 The Contractor shall collect and analyze any existing reports, plans, and other documentation regarding SAL, including, but not limited to, the following:

- The current master plan, air traffic forecasts, and other airport planning documents and studies;
- Air traffic statistics for SAL;
- Government of El Salvador economic development policies and priorities for relevant business sectors, including industry, agriculture, and tourism;
- Schematics and plans developed by the Grantee for the expansion of the passenger terminal and related facilities;
- Maps and plans of the area surrounding SAL, including current land use plans;
- Airport rates and charges for airside and landside services, and financial statements and projections for SAL;
- Data on ground traffic flows to and from SAL;
- Data on the number of employees at SAL;

- Other relevant airport information, such as aviation fuel consumption, airport management organization and staffing, and the provision of ground handling services;
- Input from TACA Airlines and other airlines operating at SAL on their traffic forecasts and flows and their aircraft acquisition programs, as well as the Aeroman aircraft maintenance forecast;
- Current and future plans for provision of fueling, catering, and cargo services;
- Government of El Salvador entities and private companies located within the airport area;
- Current and future automated systems for the management of passengers in the terminal (airport management systems);
- Institutions involved in cargo terminal processes;
- International Civil Aviation Organization ("ICAO") study from the September 2011 mission to El Salvador; and
- Existing arrangements for incident response, including available facilities and equipment.

1.2 The Contractor shall travel to El Salvador and shall meet with the Grantee and relevant Government of El Salvador officials to determine current priorities and the status of existing capital improvement programs, or those planned in the short-term.

1.3 The Contractor shall conduct a facility inventory of SAL and shall inspect the condition and capability of all existing airport equipment and facilities. The Contractor shall prepare a facility inventory and layout drawings to include type, size, and location of all existing airport facilities at SAL (such as runways, taxiways, aprons, drainage, passenger terminal and other buildings, utilities, roads, and parking).

1.4 The Contractor shall determine Government of El Salvador policies, as well as demographic, economic, environmental, operational, financial, commercial, and aeronautical conditions in El Salvador (and the conditions in other countries in the region served by SAL), that may impact SAL's development.

1.5 The Contractor shall produce a work plan and timeline for conducting the Study, in collaboration with the Grantee.

<u>Interim Deliverable No. 1</u>:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 1.

Task 2: Review of Air Passenger and Cargo Demand Forecasts

2.1 Based on the information collected in Task 1, the Contractor shall develop a new (or shall update the existing) air traffic forecast. The Contractor shall prepare an air traffic forecast on an annual basis for the next 20 years for international,

transfer, and transit passengers, and for air cargo, including peak usage forecasts. The Contractor shall take into account likely changes in the types of aircraft serving SAL when preparing forecasts of aircraft movements. The Contractor shall break down cargo forecasts into categories to provide the basis for space and equipment planning for an air cargo facility. The Contractor shall document the methodology used to produce the forecasts and shall include the following:

Annual Forecasts

- International passengers, broken down into arriving, departing, transfer, and transit passengers;
- Scheduled, charter, and non-scheduled commercial aircraft movements, and number of movements of general aviation aircraft, broken down into international flights by aircraft types for noise planning and facility requirement purposes;
- Air cargo weight by export, import, and transfer shipments, broken down into categories for planning purposes;
- Aircraft fuel consumption;
- Vehicle parking requirements; and
- Meeter/greeter volumes.

Peak Hour/Day Forecasts

Based on an analysis of past and present traffic flows and airline schedules, and on observation of current peak hour passengers and aircraft operations and peak day cargo operations, the Contractor shall develop annual forecasts over the 20-year forecast period, including the following:

Passengers:

- Peak hour international originating departure passengers;
- Peak hour international terminating passengers;
- Peak hour international transit passengers;
- Peak hour international transfer passengers;
- Combined peak hour traffic as the basis for calculations of curb length, access, and parking requirements; and
- Peak hour meeter/greeter ratio for arrivals and departures.

Vehicle Parking:

- Current and projected volume of vehicles requiring parking at SAL.

Air Cargo:

- Peak day volumes of export, import, and transfer air cargo, broken down into container and break-bulk categories and into types of cargo (e.g. perishable, dry), projected annually for 20 years.

Aircraft Movements by Aircraft Type and Size, in Accordance with International Air Transport Association ("IATA") Standards:

- Scheduled peak hour movements; and
- Peak hour itinerant, general aviation, and local movements.

Aircraft Parking:

- Scheduled peak hour aircraft parking demand, based on estimates of current and future fleet mix and likely arrival and departure times;
- Overnight commercial aircraft parking demand; and
- Fixed-base (general aviation) and itinerant aircraft parking demand.

Interim Deliverable No. 2:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 2. The Contractor shall prepare a summary presentation of the findings from Tasks 1 and 2, and shall deliver a face-to-face presentation to the Grantee.

Task 3: Demand/Capacity Analysis and Development of Facility Requirements

3.1 The Contractor shall evaluate and analyze the condition of all airport terminal facilities at SAL and shall identify any improvements needed.

3.2 The Contractor shall conduct a forecast demand/capacity analysis of the existing facilities at SAL: airspace, taxiways, aircraft parking aprons, passenger terminals, cargo facilities, fuel farms, equipment maintenance facilities, and vehicle parking areas. Based on this analysis, the Contractor shall prepare airport development requirements grouped into three planning phases over the 20-year forecast period: short-term (first 5 years), medium-term (next 5 years), and long-term (last 10 years). The development requirements shall cover the following:

Airspace Facilities:

- Routes;
- Terminal and control area;
- Navigational aids ("NAVAIDs");
- Surveillance systems; and
- Radio communications systems.

Airside Facilities:

- Airfield pavement needs, including requirements for apron and taxiway reconstruction and/or expansion;
- Airfield lighting;
- Aircraft refueling; and
- Ground support equipment maintenance.

Landside Facilities:

- Passenger terminal space needs, including:
  - Passenger check-in ticketing and counter positions, taking into account the likely introduction of automated check-in kiosks (Common Use Passenger Processing Systems/Common Use Self Service);
  - Outbound immigration;
  - Inbound immigration;
  - Security screening for passengers and baggage;
  - Passenger holding rooms;
  - Baggage claim;
  - Customs;
  - Meeter/greeter areas;
  - Restrooms;
  - Passenger circulation;
  - Retail concessions and other amenities;
  - Airline offices;
  - Terminal administration and maintenance;
  - Terminal curb frontage and approach;
  - Vehicle parking (considering a multi-story building); and
  - Equipment, including (but not restricted to) loading bridges, elevators, escalators, flight information display systems, baggage information display systems, baggage carousels and handling, and security and screening.

Cargo Terminal:

- Processing space and storage;
- Cold storage;
- Ground handling equipment;
- Vehicle access and parking; and
- Automated processes for managing cargo in the terminal.

Other Facilities:

- Crash, fire, and rescue requirements;
- Catering/flight services;
- Fuel farms;
- General and government aviation; and
- Utilities, including power, water, and sewage.

Task 4: Conceptual Plan and Development Program

4.1 The Contractor shall focus conceptual planning on the expansion and improvement of the existing terminal building and on a new passenger terminal building, aircraft aprons, and facilities impacted by the air traffic forecast. The Contractor shall base conceptual planning on the facility requirements developed in Task 3.

4.2 Based on the air traffic forecast developed in Task 2 – and in accordance with IATA, ICAO, and Federal Aviation Administration quality standards and a green airport vision that promotes energy efficiency and sustainable development – the Contractor shall prepare three alternative schematic design layouts of the passenger terminal, the terminal area (including the aprons), and the airside component improvements. For each alternative, the Contractor shall include (at a minimum) an airport layout drawing, airport airspace drawing, inner portion of the approach surface drawing, terminal area drawing, land use drawing, runway departure surface drawing, and airport property map.

4.3 The Contractor shall create phased development plans (including apron, passenger terminal facility construction, and equipment requirements) and shall develop cost estimates for the three alternative designs to meet the short-, medium-, and long-term requirements defined in Task 3. The Contractor shall prepare more detailed short-term plans to address any immediate problems in the existing terminal. The Contractor shall develop all plans in close coordination and consultation with the Grantee, as they will serve as the basis for Task 6 and will be utilized to identify, prioritize, and schedule capital improvement projects at key SAL facilities.

4.4 The Contractor shall identify and quantify other potential airport development or improvement requirements identified in Task 3 (such as the potential need for airfield pavement overlays beyond the requirements of periodic maintenance). The Contractor shall include the replacement of ground service equipment, buses and passenger transport, and fueling equipment in these requirements. The Contractor shall prepare phased airport development programs to cover all items proposed for development or improvement in the short-, medium-, and long-term phases defined in Task 3.

4.5 The Contractor shall analyze the three alternatives in collaboration with the Grantee to select the best alternative.

Interim Deliverable No. 3:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Tasks 3 and 4. The Contractor shall prepare a summary presentation of the findings from Tasks 3 and 4, and shall deliver a face-to-face presentation to the Grantee.

Task 5: Preliminary Environmental Impact Assessment

5.1 Based on a review of the existing operations and facilities at SAL and any current environmental improvement or remediation plans, the Contractor shall establish a baseline for measuring the Project's environmental impact.

5.2 The Contractor shall conduct a preliminary review of the Project's environmental impact with reference to local requirements and those of multilateral development banks (such as the World Bank and Inter-American Development Bank). This

review shall identify potential positive and negative impacts, discuss the extent to which negative impacts can be avoided or mitigated, and develop plans for a full environmental impact assessment in anticipation of the Project moving forward to the implementation stage. This review shall also identify any requirements for off-airport land use zoning to protect against future non-compatible use encroachment.

Interim Deliverable No. 4:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 5.

Task 6: Capital Investment Requirements

6.1 Based on the requirements and improvements identified in Tasks 3 and 4, the Contractor shall prepare detailed cost estimates for the three alternative schematic design layouts, including engineering and construction management, civil works, facilities construction, equipment, and land purchase costs (if any) for each phase of development.

6.2 The Contractor shall prepare a 10-year capital improvement program ("CIP") for each design alternative (in U.S. dollars).

Interim Deliverable No. 5:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 6.

Task 7: Financial Analysis and Financial Plan

7.1 The Contractor shall develop a financial model that includes airport cash flows over the 10-year CIP period. The Contractor shall construct the financial model in a manner that permits the evaluation of possible modifications in revenues (aeronautical and non-aeronautical), investment costs, airport operating and maintenance costs, and an estimate of the financing costs for the three CIPs developed in Task 6.

7.2 The Contractor shall assess the ability of the Grantee to manage the construction and financing of the Project consistent with the best management practices for a project of its size and scope. The Contractor shall make recommendations regarding management of the Project and include sufficient funds in the financial plan to pay for external management, if recommended.

7.3 The Contractor shall determine the future self-financing capacity of SAL and identify the need for external financing for each alternative CIP. The analysis of the financial situation shall take into account the probable cost of any external financing.

Task 8: Financing Options

8.1 The Contractor shall assess potential financing sources with competitive terms for the three CIPs developed in Task 6. At a minimum, this assessment shall include the identification of potential financing sources, detailed descriptions of the terms and conditions of each source, descriptions of financing programs offered by these sources, and an indication of the level of interest of each source.

8.2 The Contractor shall investigate the availability of supplier credits, securitization, local loans, and support from the Export-Import Bank of the United States. Given their potential interest in the Project, the Contractor shall investigate the availability of support from the Banco Centroamericano de Integración Económica and Banco de Desarrollo de El Salvador.

8.3 The Contractor shall identify the potential value of equipment and services and opportunities for the participation of international vendors. The Contractor shall identify potential financing from these vendors. The Contractor shall evaluate relevant export credit financing, including its costs and benefits.

Interim Deliverable No. 6:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Tasks 7 and 8. The Contractor shall prepare a summary presentation of the findings from Tasks 5-8, and shall deliver a face-to-face presentation to the Grantee.

Task 9: U.S. Sources of Supply

9.1 The Contractor shall identify prospective U.S. suppliers of equipment and services for the Project in accordance with Clause I of Annex II of the Grant Agreement. The Contractor shall identify the potential value of U.S. exports of equipment and services and shall prepare a searchable list of U.S. suppliers that outlines prospective U.S. sources for the procurement of goods and services related to Project implementation. The list shall include business name, point of contact, address, telephone and fax numbers, e-mail address, and a general description of products and services that may be procured.

Interim Deliverable No. 7:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 9.

Task 10: Developmental Impact Assessment

10.1 For the benefit of those interested in the Project, the Contractor shall assess the development benefits associated with the Project and the methodology for measuring those benefits. The assessment shall include examples of the development benefits that would be expected in the Host Country if the Project is implemented as outlined in the TA. The Contractor shall focus on examples from

the categories listed below and shall develop a methodology for assessing these impacts over time. The Contractor shall only list benefits in the categories that are applicable to the Project. The categories to be considered are as follows:

- *Infrastructure*: Provide a statement on the expected infrastructure impacts of the Project, particularly in relation to the overall operation of SAL.
- *Technology Transfer and Productivity Improvement*: Provide a description of any advanced technologies that would be utilized and any efficiencies that would be gained.
- *Human Capacity Building*: Assess the number and type of local positions that would be needed to construct and operate the Project.
- *Market-Oriented Reforms*: Provide a description of any regulations, laws, or institutional changes that may be recommended, as well as their anticipated effect.
- *Other*: Describe any other developmental benefits derived from the Project, such as improved safety or environmental benefits.

Interim Deliverable No. 8:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 10.

Task 11: Implementation Plan

11.1 The Contractor shall develop a plan for Project implementation that covers the first 5 years of the CIP. The implementation plan shall incorporate appropriate timelines for procurement document preparation, design work, and regulatory and government approval processes.

Interim Deliverable No. 11:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 11.

Task 12: Final Report

12.1 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 Final Report shall be prepared in English and Spanish.

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 II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Comisión Ejecutiva Portuaria Autónoma de El Salvador ("CEPA") ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform a feasibility study ("Study") for the El Salvador/Comalapa International Airport Passenger Terminal project ("Project") in El Salvador ("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 Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility

or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source, and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host 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 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 provisions upon request.

D. Recordkeeping and Audit

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

E. U.S. Carriers

(1) Air

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

(2) Marine

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

F. Workman's Compensation Insurance

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

G. Reporting Requirements

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

H. Disbursement Procedures

(1) USTDA Approval of Contract

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

(2) Payment Schedule Requirements

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

(3) Contractor Invoice Requirements

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

(a) Contractor's Invoice

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

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

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

(ii) For contract performance milestone payments:

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

(iii) For final payment:

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

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

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

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

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

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

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

(c) USTDA Address for Disbursement Requests

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

(4) Termination

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

I. USTDA Final Report

(1) Definition

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

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

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

and

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

and

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

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

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

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

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

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

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

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

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by

the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

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

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is February 28, 2013, is the date by which the parties estimate that the Study will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

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

L. Business Practices

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

M. USTDA Address and Fiscal Data

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

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

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

Fiscal Data:

Appropriation No.:	11 12/13 1001
Activity No.:	2012-51011A
Reservation No.:	2012125
Grant No.:	GH201251125

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.

A N N E X 5

TERMS OF REFERENCE
(FROM USTDA GRANT AGREEMENT)

Annex I

Terms of Reference

Objective

The objective of the feasibility study ("Study") for the El Salvador/Comalapa International Airport Passenger Terminal Project ("Project") is to assess improvements at El Salvador's largest airport to accommodate demand projections. The Study will allow the Comisión Ejecutiva Portuaria Autónoma de El Salvador ("CEPA") ("Grantee") to support expanded operations at El Salvador International Airport ("SAL," also known as "Comalapa International Airport") in line with international standards.

General Considerations for Deliverables and Documents

The U.S. firm selected by the Grantee to perform the Study ("Contractor") shall undertake a quality control review process, including a technical and editorial review, of all deliverables and documents submitted to the Grantee to ensure readability, accuracy, and consistency. The interim deliverables specified in these Terms of Reference shall serve to keep the Grantee informed about the Contractor's work on the Study and to ensure that the Contractor's findings are acceptable to the Grantee before critical decisions are made on the Study. The Contractor shall submit monthly progress reports to the Grantee. The Contractor shall submit all deliverables and documents to the Grantee in English and Spanish. Meetings and presentations in El Salvador shall be conducted in Spanish.

Activities

Task 1: Collection and Review of Existing Data and Inventory of Airport Facilities and Property

1.1 The Contractor shall collect and analyze any existing reports, plans, and other documentation regarding SAL, including, but not limited to, the following:

- The current master plan, air traffic forecasts, and other airport planning documents and studies;
- Air traffic statistics for SAL;
- Government of El Salvador economic development policies and priorities for relevant business sectors, including industry, agriculture, and tourism;
- Schematics and plans developed by the Grantee for the expansion of the passenger terminal and related facilities;
- Maps and plans of the area surrounding SAL, including current land use plans;
- Airport rates and charges for airside and landside services, and financial statements and projections for SAL;
- Data on ground traffic flows to and from SAL;
- Data on the number of employees at SAL;

- Other relevant airport information, such as aviation fuel consumption, airport management organization and staffing, and the provision of ground handling services;
- Input from TACA Airlines and other airlines operating at SAL on their traffic forecasts and flows and their aircraft acquisition programs, as well as the Aeroman aircraft maintenance forecast;
- Current and future plans for provision of fueling, catering, and cargo services;
- Government of El Salvador entities and private companies located within the airport area;
- Current and future automated systems for the management of passengers in the terminal (airport management systems);
- Institutions involved in cargo terminal processes;
- International Civil Aviation Organization ("ICAO") study from the September 2011 mission to El Salvador; and
- Existing arrangements for incident response, including available facilities and equipment.

1.2 The Contractor shall travel to El Salvador and shall meet with the Grantee and relevant Government of El Salvador officials to determine current priorities and the status of existing capital improvement programs, or those planned in the short-term.

1.3 The Contractor shall conduct a facility inventory of SAL and shall inspect the condition and capability of all existing airport equipment and facilities. The Contractor shall prepare a facility inventory and layout drawings to include type, size, and location of all existing airport facilities at SAL (such as runways, taxiways, aprons, drainage, passenger terminal and other buildings, utilities, roads, and parking).

1.4 The Contractor shall determine Government of El Salvador policies, as well as demographic, economic, environmental, operational, financial, commercial, and aeronautical conditions in El Salvador (and the conditions in other countries in the region served by SAL), that may impact SAL's development.

1.5 The Contractor shall produce a work plan and timeline for conducting the Study, in collaboration with the Grantee.

<u>Interim Deliverable No. 1</u>:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 1.

Task 2: Review of Air Passenger and Cargo Demand Forecasts

2.1 Based on the information collected in Task 1, the Contractor shall develop a new (or shall update the existing) air traffic forecast. The Contractor shall prepare an air traffic forecast on an annual basis for the next 20 years for international,

transfer, and transit passengers, and for air cargo, including peak usage forecasts. The Contractor shall take into account likely changes in the types of aircraft serving SAL when preparing forecasts of aircraft movements. The Contractor shall break down cargo forecasts into categories to provide the basis for space and equipment planning for an air cargo facility. The Contractor shall document the methodology used to produce the forecasts and shall include the following:

Annual Forecasts

- International passengers, broken down into arriving, departing, transfer, and transit passengers;
- Scheduled, charter, and non-scheduled commercial aircraft movements, and number of movements of general aviation aircraft, broken down into international flights by aircraft types for noise planning and facility requirement purposes;
- Air cargo weight by export, import, and transfer shipments, broken down into categories for planning purposes;
- Aircraft fuel consumption;
- Vehicle parking requirements; and
- Meeter/greeter volumes.

Peak Hour/Day Forecasts

Based on an analysis of past and present traffic flows and airline schedules, and on observation of current peak hour passengers and aircraft operations and peak day cargo operations, the Contractor shall develop annual forecasts over the 20-year forecast period, including the following:

Passengers:

- Peak hour international originating departure passengers;
- Peak hour international terminating passengers;
- Peak hour international transit passengers;
- Peak hour international transfer passengers;
- Combined peak hour traffic as the basis for calculations of curb length, access, and parking requirements; and
- Peak hour meeter/greeter ratio for arrivals and departures.

Vehicle Parking:

- Current and projected volume of vehicles requiring parking at SAL.

Air Cargo:

- Peak day volumes of export, import, and transfer air cargo, broken down into container and break-bulk categories and into types of cargo (e.g. perishable, dry), projected annually for 20 years.

Aircraft Movements by Aircraft Type and Size, in Accordance with International Air Transport Association ("IATA") Standards:

- Scheduled peak hour movements; and
- Peak hour itinerant, general aviation, and local movements.

Aircraft Parking:

- Scheduled peak hour aircraft parking demand, based on estimates of current and future fleet mix and likely arrival and departure times;
- Overnight commercial aircraft parking demand; and
- Fixed-base (general aviation) and itinerant aircraft parking demand.

Interim Deliverable No. 2:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 2. The Contractor shall prepare a summary presentation of the findings from Tasks 1 and 2, and shall deliver a face-to-face presentation to the Grantee.

Task 3: Demand/Capacity Analysis and Development of Facility Requirements

3.1 The Contractor shall evaluate and analyze the condition of all airport terminal facilities at SAL and shall identify any improvements needed.

3.2 The Contractor shall conduct a forecast demand/capacity analysis of the existing facilities at SAL: airspace, taxiways, aircraft parking aprons, passenger terminals, cargo facilities, fuel farms, equipment maintenance facilities, and vehicle parking areas. Based on this analysis, the Contractor shall prepare airport development requirements grouped into three planning phases over the 20-year forecast period: short-term (first 5 years), medium-term (next 5 years), and long-term (last 10 years). The development requirements shall cover the following:

Airspace Facilities:

- Routes;
- Terminal and control area;
- Navigational aids ("NAVAIDs");
- Surveillance systems; and
- Radio communications systems.

Airside Facilities:

- Airfield pavement needs, including requirements for apron and taxiway reconstruction and/or expansion;
- Airfield lighting;
- Aircraft refueling; and
- Ground support equipment maintenance.

Landside Facilities:

- Passenger terminal space needs, including:
  - Passenger check-in ticketing and counter positions, taking into account the likely introduction of automated check-in kiosks (Common Use Passenger Processing Systems/Common Use Self Service);
  - Outbound immigration;
  - Inbound immigration;
  - Security screening for passengers and baggage;
  - Passenger holding rooms;
  - Baggage claim;
  - Customs;
  - Meeter/greeter areas;
  - Restrooms;
  - Passenger circulation;
  - Retail concessions and other amenities;
  - Airline offices;
  - Terminal administration and maintenance;
  - Terminal curb frontage and approach;
  - Vehicle parking (considering a multi-story building); and
  - Equipment, including (but not restricted to) loading bridges, elevators, escalators, flight information display systems, baggage information display systems, baggage carousels and handling, and security and screening.

Cargo Terminal:

- Processing space and storage;
- Cold storage;
- Ground handling equipment;
- Vehicle access and parking; and
- Automated processes for managing cargo in the terminal.

Other Facilities:

- Crash, fire, and rescue requirements;
- Catering/flight services;
- Fuel farms;
- General and government aviation; and
- Utilities, including power, water, and sewage.

Task 4: Conceptual Plan and Development Program

4.1 The Contractor shall focus conceptual planning on the expansion and improvement of the existing terminal building and on a new passenger terminal building, aircraft aprons, and facilities impacted by the air traffic forecast. The Contractor shall base conceptual planning on the facility requirements developed in Task 3.

4.2 Based on the air traffic forecast developed in Task 2 – and in accordance with IATA, ICAO, and Federal Aviation Administration quality standards and a green airport vision that promotes energy efficiency and sustainable development – the Contractor shall prepare three alternative schematic design layouts of the passenger terminal, the terminal area (including the aprons), and the airside component improvements. For each alternative, the Contractor shall include (at a minimum) an airport layout drawing, airport airspace drawing, inner portion of the approach surface drawing, terminal area drawing, land use drawing, runway departure surface drawing, and airport property map.

4.3 The Contractor shall create phased development plans (including apron, passenger terminal facility construction, and equipment requirements) and shall develop cost estimates for the three alternative designs to meet the short-, medium-, and long-term requirements defined in Task 3. The Contractor shall prepare more detailed short-term plans to address any immediate problems in the existing terminal. The Contractor shall develop all plans in close coordination and consultation with the Grantee, as they will serve as the basis for Task 6 and will be utilized to identify, prioritize, and schedule capital improvement projects at key SAL facilities.

4.4 The Contractor shall identify and quantify other potential airport development or improvement requirements identified in Task 3 (such as the potential need for airfield pavement overlays beyond the requirements of periodic maintenance). The Contractor shall include the replacement of ground service equipment, buses and passenger transport, and fueling equipment in these requirements. The Contractor shall prepare phased airport development programs to cover all items proposed for development or improvement in the short-, medium-, and long-term phases defined in Task 3.

4.5 The Contractor shall analyze the three alternatives in collaboration with the Grantee to select the best alternative.

Interim Deliverable No. 3:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Tasks 3 and 4. The Contractor shall prepare a summary presentation of the findings from Tasks 3 and 4, and shall deliver a face-to-face presentation to the Grantee.

Task 5: Preliminary Environmental Impact Assessment

5.1 Based on a review of the existing operations and facilities at SAL and any current environmental improvement or remediation plans, the Contractor shall establish a baseline for measuring the Project's environmental impact.

5.2 The Contractor shall conduct a preliminary review of the Project's environmental impact with reference to local requirements and those of multilateral development banks (such as the World Bank and Inter-American Development Bank). This

review shall identify potential positive and negative impacts, discuss the extent to which negative impacts can be avoided or mitigated, and develop plans for a full environmental impact assessment in anticipation of the Project moving forward to the implementation stage. This review shall also identify any requirements for off-airport land use zoning to protect against future non-compatible use encroachment.

Interim Deliverable No. 4:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 5.

Task 6: Capital Investment Requirements

6.1 Based on the requirements and improvements identified in Tasks 3 and 4, the Contractor shall prepare detailed cost estimates for the three alternative schematic design layouts, including engineering and construction management, civil works, facilities construction, equipment, and land purchase costs (if any) for each phase of development.

6.2 The Contractor shall prepare a 10-year capital improvement program ("CIP") for each design alternative (in U.S. dollars).

Interim Deliverable No. 5:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 6.

Task 7: Financial Analysis and Financial Plan

7.1 The Contractor shall develop a financial model that includes airport cash flows over the 10-year CIP period. The Contractor shall construct the financial model in a manner that permits the evaluation of possible modifications in revenues (aeronautical and non-aeronautical), investment costs, airport operating and maintenance costs, and an estimate of the financing costs for the three CIPs developed in Task 6.

7.2 The Contractor shall assess the ability of the Grantee to manage the construction and financing of the Project consistent with the best management practices for a project of its size and scope. The Contractor shall make recommendations regarding management of the Project and include sufficient funds in the financial plan to pay for external management, if recommended.

7.3 The Contractor shall determine the future self-financing capacity of SAL and identify the need for external financing for each alternative CIP. The analysis of the financial situation shall take into account the probable cost of any external financing.

Task 8: Financing Options

8.1 The Contractor shall assess potential financing sources with competitive terms for the three CIPs developed in Task 6. At a minimum, this assessment shall include the identification of potential financing sources, detailed descriptions of the terms and conditions of each source, descriptions of financing programs offered by these sources, and an indication of the level of interest of each source.

8.2 The Contractor shall investigate the availability of supplier credits, securitization, local loans, and support from the Export-Import Bank of the United States. Given their potential interest in the Project, the Contractor shall investigate the availability of support from the Banco Centroamericano de Integración Económica and Banco de Desarrollo de El Salvador.

8.3 The Contractor shall identify the potential value of equipment and services and opportunities for the participation of international vendors. The Contractor shall identify potential financing from these vendors. The Contractor shall evaluate relevant export credit financing, including its costs and benefits.

Interim Deliverable No. 6:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Tasks 7 and 8. The Contractor shall prepare a summary presentation of the findings from Tasks 5-8, and shall deliver a face-to-face presentation to the Grantee.

Task 9: U.S. Sources of Supply

9.1 The Contractor shall identify prospective U.S. suppliers of equipment and services for the Project in accordance with Clause I of Annex II of the Grant Agreement. The Contractor shall identify the potential value of U.S. exports of equipment and services and shall prepare a searchable list of U.S. suppliers that outlines prospective U.S. sources for the procurement of goods and services related to Project implementation. The list shall include business name, point of contact, address, telephone and fax numbers, e-mail address, and a general description of products and services that may be procured.

Interim Deliverable No. 7:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 9.

Task 10: Developmental Impact Assessment

10.1 For the benefit of those interested in the Project, the Contractor shall assess the development benefits associated with the Project and the methodology for measuring those benefits. The assessment shall include examples of the development benefits that would be expected in the Host Country if the Project is implemented as outlined in the TA. The Contractor shall focus on examples from

the categories listed below and shall develop a methodology for assessing these impacts over time. The Contractor shall only list benefits in the categories that are applicable to the Project. The categories to be considered are as follows:

- *Infrastructure*: Provide a statement on the expected infrastructure impacts of the Project, particularly in relation to the overall operation of SAL.
- *Technology Transfer and Productivity Improvement*: Provide a description of any advanced technologies that would be utilized and any efficiencies that would be gained.
- *Human Capacity Building*: Assess the number and type of local positions that would be needed to construct and operate the Project.
- *Market-Oriented Reforms*: Provide a description of any regulations, laws, or institutional changes that may be recommended, as well as their anticipated effect.
- *Other*: Describe any other developmental benefits derived from the Project, such as improved safety or environmental benefits.

Interim Deliverable No. 8:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 10.

Task 11: Implementation Plan

11.1 The Contractor shall develop a plan for Project implementation that covers the first 5 years of the CIP. The implementation plan shall incorporate appropriate timelines for procurement document preparation, design work, and regulatory and government approval processes.

Interim Deliverable No. 11:
The Contractor shall prepare and submit to the Grantee an interim report detailing the findings from Task 11.

Task 12: Final Report

12.1 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 Final Report shall be prepared in English and Spanish.

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.

A N N E X 6

U.S. FIRM INFORMATION FORM

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*]	2012-51011A					
Activity Type [*To be completed by USTDA*]	✔	Feasibility Study		Technical Assistance		Other (specify)
Activity Title [*To be completed by USTDA*]	El Salvador/Comalapa International Airport Passenger Terminal Project					
Full Legal Name of U.S. Firm						
Business Address (street address only)						
Telephone		Fax		Website		
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.						
Identify any specific information which is needed from the Grantee before commencing negotiations.						

U.S. Firm may attach additional sheets, as necessary.

U.S. Firm's Representations
U.S. Firm shall certify to the following (or provide 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: [insert state] 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: [insert state] 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 A

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

U.S. Firm Information Form – Directors and Principal Officers

Provide a list of all directors and principal officers (e.g., President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer). Please provide full names including surname and given name.

USTDA Activity Number [*To be completed by USTDA*]	2012-51011A
Activity Title [*To be completed by USTDA*]	El Salvador/Comalapa International Airport Passenger Terminal Project
Full Legal Name of Entity	

Title	Name		
(e.g., Director, President, Chief Executive Officer, Vice-President(s), Secretary, Treasurer) ****** Please place an asterisk (*) next to the names of those principal officers who will be involved in the USTDA-funded activity*	**Surname**	**Given Name**	**Middle Name**

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*]	2012-51011A		
Activity Title [*To be completed by USTDA*]	El Salvador/Comalapa International Airport Passenger Terminal Project		
Full Legal Name of U.S. Firm			
Full Legal Name of Shareholder			
Business Address of Shareholder (street address only)			
Telephone number		Fax Number	
Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.			
Country of Shareholder's Principal Place of Business			
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		
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.			
Is the Shareholder a wholly-owned or partially owned subsidiary?	☐ Yes ☐ No		
If so, please provide the name of the Shareholder's parent(s). In addition, for any parent identified, please complete Attachment B.			

Shareholder may attach additional sheets, as necessary.

ATTACHMENT C

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

Subcontractor Information Form

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

USTDA Activity Number [*To be completed by USTDA*]	2012-51011A
Activity Title [*To be completed by USTDA*]	El Salvador/Comalapa International Airport Passenger Termina
Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")	
Full Legal Name of Subcontractor	
Business Address of Subcontractor (street address only)	
Telephone Number	
Fax Number	
Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	

Subcontractor Point of Contact		
Name	Surname	
	Given Name	
Address		
Telephone		
Fax		
Email		

Subcontractor's Representations											
Subcontractor shall provide the following (or any explanation as to why any representation cannot be made), made as of the date of the proposal:											
1. Subcontractor is a *[check one]*		Corporation		LLC		Partnership		Sole Proprietor		Other	
duly organized, validly existing and in good standing under the laws of:	[insert state (if U.S.) or country]	.									
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							