

REQUEST FOR PROPOSALS

**TECHNICAL ASSISTANCE FOR
NATIONWIDE NON-INTRUSIVE CARGO INSPECTION SYSTEMS**

Submission Deadline: **5 PM – Bogotá, Colombia**

LOCAL TIME

August

15, 2012

Submission Place: Coordinador de Contratos
Dirección de Impuestos y Aduanas Nacionales - DIAN
Nivel Central, Carrera 7 N° 6C – 54, Piso 10, Edificio Sendas
Bogotá, Colombia
Phone: +57 1 607 9999, Ext. 10776

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$637,000 to the Colombian National Tax and Customs Agency, a special administrative unit of a highly technical and specialized nature at the national level, having status as a legal entity with administrative and budget autonomy and with its own assets, attached to the Ministry of Finance and Public Credit of the Government of Colombia (Dirección de Impuestos y Aduanas Nacionales – DIAN) (the “Grantee”) in accordance with a grant agreement dated May 31, 2012 (the “Grant Agreement”), to fund Technical Assistance (“TA”) for the proposed Nationwide Non-Intrusive Cargo Inspection Systems (“Project”) in Colombia (“Host Country”). The Technical Assistance will perform a needs assessment and develop technical specifications for non-intrusive inspection systems, an associated risk management platform and a centralized command and control center. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Technical Assistance.

1.1 BACKGROUND SUMMARY

The Government of Colombia, represented by the DIAN, is planning to implement a program to strengthen security standards on international trade, commodity transportation, vehicles, and border control staff. The DIAN requested Technical Assistance from USTDA to facilitate the acquisition and implementation of non-intrusive inspection (NII) systems.

The TA will perform a needs assessment and develop technical specifications for NII systems, an associated risk management platform and a centralized command and control (“C2”) center to facilitate the detection of contraband, counterfeit goods, the unauthorized trafficking of foreign currencies, revenue leakage, illegal drugs and weapons at all of the country’s international airports as well as its principal seaports and border crossings. The TA will not, however, address underbelly passenger cargo.

The TA will define the technical, operating, and economic aspects required for the installation, operation and maintenance of non-intrusive inspection systems; prepare technical specifications for such equipment; and make recommendations concerning the integration of the pertinent entities involved in the process of operating and maintaining the systems and a centralized C2 center.

NII equipment enables officers at ports of entry to inspect conveyances and cargo for illegal content. It allows officers to view areas that are difficult to access with conventional physical inspection, provides a non-intrusive method to safely examine the interior of conveyances that contain hazardous materials, and improves the processing time devoted to inspections.

In addition to increasing efficiency at international trade nodes in Colombia, the NII system objectives are to: protect national security; ensure the security of fixed installations; prevent the introduction of contraband, the trafficking of illegal drugs, illicit arms trafficking and the trafficking of foreign currency. These objectives are consistent with Article 88 of Law No. 1450 of 2011, which Offerors are encouraged to review.

The selected Contractor will visit the 21 deployment sites and review documentation and images for a further eight international airports, seaports and border crossings. The estimated duration of the TA is seven months.

This TA also encompasses the development of requirements and technical specifications for an automated risk management and targeting system (“ARMTS”), an important component of any cargo security regime and one that greatly enhances the value of NII systems. Such a risk management and targeting system tailored to Colombia’s highest concerns (i.e., contraband, counterfeit goods, the unauthorized trafficking of foreign currencies, revenue leakage, illegal drugs, and weapons) would compare information obtained from electronic manifest and entry data with open sources such as commercial databases and trade data and intelligence sources such as watch lists, government and international databases with a set series of configurable business rules designed to manage risks and permit targeting of passengers, conveyances, goods, or cargo, to facilitate the border enforcement mission of balancing trade and security. An automated risk management and targeting system would therefore provide a standardized risk assessment tool for cargo risk profiling, which is envisioned to include: advance electronic information about cargo shipments, strategic intelligence, automated trade data, anomaly analysis, and the relative security of a trader’s supply chain (i.e., validation of point of origin security).

Portions of a background Desk Study is provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of the TA is to define the technical, operating, and economic aspects required for the installation, operation and maintenance of non-intrusive inspection systems and an automated risk management and targeting system; prepare technical specifications for such equipment; and make recommendations concerning the integration of the pertinent entities involved in the process of operating and maintaining the systems and a centralized C2 center.

The Terms of Reference (TOR) for this Technical Assistance are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

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

The amount for the contract has been established at a **total fixed amount of US\$1,322,908**. The contract will be funded by a fixed USTDA grant of US\$637,000. In addition to the USTDA funding provided under this Grant Agreement, the Grantee shall provide a cash contribution of US\$685,908 (“Grantee Cost Share”) on a *pro rata* basis in proportion to the funding being provided by USTDA to partially fund the costs of goods and services required for the completion of the Terms of Reference (USTDA US\$637,000; Grantee US\$685,908). Offerors are advised to carefully review §2.7 Taxes.

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. The terms and conditions of the acquisition of NII systems and the implementation of the Project will be developed based on the regulatory decisions issued by the Colombian government.

1.4 CONTRACT FUNDED BY USTDA AND GRANTEE

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$637,000 to the Grantee. In addition, the Grantee will provide a cash contribution of US\$685,908 on a *pro rata* basis in proportion to the funding being provided by USTDA to partially fund the costs of goods and services required for the completion of the Terms of Reference (USTDA US\$637,000: Grantee US\$685,908). Offerors are advised to carefully review §2.7 Taxes.

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. The Grantee's cash contributions are not subject to USTDA's nationality provisions.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called “Nationwide Non-Intrusive Cargo Inspection Systems.”

2.2 DEFINITIONS

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

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

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

2.3 DESK STUDY REPORT

USTDA sponsored a Desk Study to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. 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 Technical Assistance.

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

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

2.5 PROJECT FUNDING SOURCE

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$637,000. In addition to the USTDA funding provided under this Grant Agreement, the Grantee shall provide a cash contribution of US\$685,908 (“Grantee Cost Share”) on a *pro rata* basis in proportion to the funding being provided by USTDA to partially fund the costs of goods and services required for the completion of the Terms of Reference (USTDA US\$637,000: Grantee US\$685,908). Offerors are advised to carefully review §2.7 Taxes.

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

THIS SECTION CONTAINS IMPORTANT INFORMATION ON POTENTIAL COLOMBIAN TAX LIABILITIES. PLEASE READ CAREFULLY BEFORE PROCEEDING.

Offerors should note that the Grantee, in accordance with Colombian laws, shall effectuate withholding (to be understood in Spanish as *previa liquidación*) applicable to the Grantee Cost Share (US\$685,908) of the following: (i) a 16% Colombian value-added tax (*impuesto al valor agregado* or “IVA”), in accordance with what is provided for in Article 420 and related provisions of the Colombian Tax Statute, including Article 437-2, in accordance with the third subsection of the Article 3 of the Decree No. 380 of 1996 and Article 12 of Decree No. 1165 of 1996; (ii) a 10% withholding tax at the source based on income tax (*retención en la fuente* or “*retención*”), in accordance with what is provided for in the second subsection of Article 408 of the Colombian Tax Statute; and (iii) a 0.69% municipal business tax (*impuesto de industria y comercio* or “ICA”), in accordance with what is established in Article 31 and related provisions of the Colombian Tax Statute. These taxes will be retained at time of payment. USTDA recommends that Offerors consult with their tax advisors on this matter before submitting offers.

In addition, Offerors should 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, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. In accordance with the terms of the General Agreement for Economic, Technical and Related Assistance, signed in 1962 between the governments of the United States of America and the Republic of Colombia, USTDA Grant funds paid to the Contractor are exempt from Colombian taxation. Neither the Grantee nor the successful Offeror will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

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. Refer to Section 1.4 of this RFP for additional information on the applicability of USTDA's Nationality Requirements. The Grantee's cash contributions are not subject to USTDA's nationality provisions.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English and Spanish, with the exception of the supplementary documents requested in response to Annex 6 below that may be submitted in their original language of issuance (i.e., English or Spanish).

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The Cover Letter in the proposal must be addressed to:

Camilo Contreras Bravo
Coordinador de Contratos
Dirección de Impuestos y Aduanas Nacionales de Colombia - DIAN
Nivel Central, Carrera 7 N° 6C – 54, Piso 10, Edificio Sendas
Bogotá, Colombia

Phone: +57 1 607 9999 Ext. 10776

An original in Spanish and an original in English, as well as six (6) copies of your proposal in Spanish and two copies in English, must be received at the above address no later than 5 PM on August 15, 2012.

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

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

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including the name of the project and designation of "original" or "copy number x." The originals and copies specified in §2.13 should be collectively wrapped and sealed, and clearly labeled, including the contact name and the name of the project.

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

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

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

2.16 AUTHORIZED SIGNATURE

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

2.17 EFFECTIVE PERIOD OF PROPOSAL

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

2.18 EXCEPTIONS

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

2.19 OFFEROR QUALIFICATIONS

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

2.20 RIGHT TO REJECT PROPOSALS

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

2.21 PRIME CONTRACTOR RESPONSIBILITY

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

2.22 AWARD

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

2.23 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR; (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 term “invoice” in English shall be understood in Spanish as a *cuenta de cobro*. The Contractor may submit invoices to the designated Contract Supervisor (*Supervisor del contrato de la Asistencia Técnica*) 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.

2.25 DISPUTE RESOLUTION

The Contract entered into between the Grantee and the U.S. firm selected by the Grantee to perform the TA shall contain a provision for dispute resolution. The parties to the Contract shall first attempt to settle any and all disputes through the use of mechanisms for direct resolution of contractual disputes established in Colombian rules and regulations, such as conciliation, mediated settlement, and compromise. In the event that no settlement to the dispute can be reached within sixty (60) days after a dispute arises, either party may request that the dispute be submitted for arbitration. The arbitration shall take place in Colombia through the *Centro de Arbitraje y Conciliación de la Cámara de Comercio de Bogotá* (Center for Arbitration and Conciliation of the Chamber of Commerce of Bogotá). The abovementioned arbitral tribunal will be procedurally subject to the pertinent legal provisions applicable in Colombia, and in terms of its functioning to the following rules: (a) the arbitral tribunal will be comprised of three (3) arbitrators; (b) the arbitrators will be designated by the aforementioned tribunal; (c) the internal organization of said tribunal will be subject to the rules of the same tribunal in terms of fees, expenses and period of duration; (d) the arbitration will be conducted in the Spanish language; and (e) the legal decision of the arbitrators shall be final and binding upon both parties and will be effective in the city of Bogotá, D.C.

As specified in the USTDA Mandatory Contract Clauses, if the Contract Parties submit any dispute arising under the Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties’ rights and/or obligations under the Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

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 as US\$1,322,908, based on the USTDA grant of US\$637,000 and the Grantee cash cost share of US\$685,908, which are fixed amounts. Offerors are advised to carefully review §2.7 Taxes.

Offerors shall submit one (1) original in English and Spanish, six (6) copies of the proposal in Spanish and two copies in English. Proposals received by fax or email cannot be accepted.

Each proposal must include the following:

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

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

3.1 EXECUTIVE SUMMARY

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

3.2 U.S. FIRM INFORMATION

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

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

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

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

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

3.4 TECHNICAL APPROACH AND WORK PLAN

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

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

Based on the Work Plan, and previous project experience, describe any support that the Offeror will request of the Grantee, consistent with the Terms of Reference in the Grant Agreement. As applicable, detail the amount of staff time that will be requested of the Grantee or other participating agencies and any work space or facilities needed to complete the Technical Assistance.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

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

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

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

Section 4: AWARD CRITERIA

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

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

- **Experience and Capability of the Firm (20 points):**
Including a demonstrated ability to support information technology systems; perform related security planning; support NII, ARMTS, and international experience (preferably in developing countries).
- **Work Plan and Methodology (30 points):**
Adequacy of the proposed work plan and suggested overall approach to address the Terms of Reference and the different TA objectives. Demonstration of understanding of the problems and tasks required, and responsiveness of the proposal to the technical scope of the TA. The proposal section should present the approach to develop a Work Plan, broken down into the major task areas, clearly showing the extent of the work effort, activities, schedule, effort, and work product. The specific methodology, the proposed team organization to achieve the objectives, the level of effort, and the overall work plan and timeline to produce the products to be delivered will be evaluated.
- **Qualifications and Capability of Staff (20 points):**
Including experience directly related to the project scope dealing with the evaluation, technical assistance of NII, ARMTS, and information technology; relevant experience in developing countries with a similar socioeconomic background.
- **Qualifications and Capability of Staff (20 points):**
Including experience directly related to the project scope dealing with maritime, aviation, and border security issues; relevant experience in developing countries with a similar socioeconomic background.
- **Qualifications and Capability of Staff (10 points):**
Including ability of key technical personnel to communicate in Spanish.

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

Camilo Contreras Bravo, Coordinador de Contratos, Dirección de Impuestos y Aduanas Nacionales de Colombia – DIAN, Nivel Central, Carrera 7 N° 6C – 54, Piso 10, Edificio Sendas, Bogotá, Colombia, Phone: +57 1 607 9999, Ext. 10776.

COLOMBIA: NATIONWIDE NON-INTRUSIVE CARGO INSPECTION SYSTEMS

POC: Anthony O'Tapi, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. NATIONWIDE NON-INTRUSIVE CARGO INSPECTION SYSTEMS. The Grantee (Dirección de Impuestos y Aduanas Nacionales de Colombia - DIAN) invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop Technical Assistance ("TA") that will facilitate the acquisition and implementation of non-intrusive inspection (NII) systems for cargo by the Colombian government.

The TA will perform a needs assessment and develop technical specifications for NII systems, an associated risk management platform and a centralized command and control ("C2") center to facilitate the detection of contraband, counterfeit goods, the unauthorized trafficking of foreign currencies, revenue leakage, illegal drugs and weapons at all of the country's international airports as well as its principal seaports and border crossings. The TA will not, however, address underbelly passenger cargo.

The TA will define the technical, operating, and economic aspects required for the installation, operation and maintenance of non-intrusive inspection systems and an associated risk management platform; prepare technical specifications for such equipment; and make recommendations concerning the integration of the pertinent entities involved in the process of operating and maintaining the systems and a centralized C2 center.

The U.S. firm selected will be paid in U.S. dollars from a US\$637,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA). In addition to the USTDA funding provided under the Grant Agreement, the Grantee shall provide a cash contribution of US\$685,908 ("Grantee Cost Share") on a pro rata basis in proportion to the funding being provided by USTDA to partially fund the costs of goods and services required for the completion of the Terms of Reference (USTDA US\$637,000: Grantee US\$685,908). Offerors are advised to carefully review §2.7 Taxes of the Request for Proposals.

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and portions of a background desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopp/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. The Grantee's cash contributions are not subject to USTDA's nationality provisions.

Interested U.S. firms should submit their Proposal in English and Spanish directly to the Grantee by 5 PM on August 15, 2012 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

A N N E X 2

EXCERPTED BACKGROUND DESK STUDY REPORT

Desk Study

Nationwide Program for Non-Intrusive Inspection Systems in Colombia

B. Project Description.

The Government of Colombia, represented by the DIAN, is planning to implement a program to strengthen security standards on international trade, commodity transportation, vehicles, and border control staff. The DIAN requested Technical Assistance from USTDA to facilitate the acquisition and implementation of non-intrusive inspection (NII) systems.

The TA would perform a needs assessment and develop technical specifications for NII systems, an associated risk management platform and a centralized command and control (“C2”) center to facilitate the detection of contraband, counterfeit goods, the unauthorized trafficking of foreign currencies, revenue leakage, illegal drugs and weapons at all of the country’s international airports as well as its principal seaports and border crossings. The TA will not, however, address underbelly passenger cargo.

The TA will define the technical, operating, and economic aspects required for the installation, operation and maintenance of non-intrusive inspection systems; prepare technical specifications for such equipment; and make recommendations concerning the integration of the pertinent entities involved in the process of operating and maintaining the systems and a centralized C2 center.

Non-Intrusive Inspection Systems

The NII systems would be implemented in seaports, airports and land border control areas. The proposed TA would visit 21 sites and consider an additional 8 sites by review of documentation. The TA would examine these sites and recommend which sites to be selected for system implementation. The NII system objectives are to:

1. Protect national security.
2. Ensure the security of fixed installations.
3. Prevent the introduction of contraband.
4. Prevent loss of port and customs revenues.
5. Monitor the theft, manipulation, and shrinkage of cargo.
6. Control terrorist threats.

NII equipment enables officers at ports of entry to inspect conveyances and cargo for illegal content. It allows officers to view areas that are difficult to access with conventional physical inspection; provides a non-intrusive method to safely examine the interior of conveyances that contain hazardous materials; permits safer and faster scanning for radioactive emissions; and improves the processing time devoted to inspections.

NII systems use one of several scanning technologies either radiography systems, including, X-Ray, Dual X-Ray, and Gamma Ray scanners, or passive radiation detectors, including Gamma detectors, Neutron detectors, and Gamma spectroscopy.

The NII equipment is composed of numerous and different types of devices, which range from large scanners the size of a truck to X-ray machines the size of a platform, to small pagers the operator can carry on the belt. Each one has specific applications, from providing detailed images of the content of the container to detecting explosives, locating the exact source of

radiation in a container, and identifying the source. This technology improves business efficiency and simplifies processes of physical inspection and examination of goods and means of transport. Such systems provide inspection officers with the capacity to carry out exhaustive examinations of the cargo, without having to always resort to manual inspections, which are costly and slow, or too intrusive. Furthermore, the NII exploration systems make it easier to inspect high volumes of cargo, through their capacity of scanning containers of vehicles in motion. Some of these types of equipment may scan 180 containers per hour or more. Part of this scanning may be done in vehicles in motion at a speed of up to 15 km per hour. This allows for a constant flow of traffic and, most importantly, it allows the given port to keep or increase its performance, offering an efficient way of controlling cargo. When properly installed following the system engineering instruction, the equipment provides more efficiency, speed and accuracy in transactions at the entry gate level, generating transaction information for subsequent analysis, improvements in the process and historical data for comparative purposes. By making information systems (such as MUISCA¹ and SIGA²) more efficient with compliance to deadlines for the supply of information on shipment to customs authorities, companies also improve the visibility of the supply chain. In addition, focusing the cargo inspections at NII centers provides better use of the cargo handling equipment by reducing movement of cargo to multiple physical inspection locations. Removing the existing physical inspection locations will provide more areas for operation.

Automated Risk Management and Targeting System

An important component of any cargo security system is an automated risk management and targeting system (ARMTS), which assesses the security and risk posture and performs screening of both inbound and outbound cargo, and conveyances across all modes of transport. As part of this screening function, an ARMTS tailored to Colombia's highest concerns (i.e., illegal drugs, weapons, contraband, counterfeit goods, the unauthorized trafficking of foreign currencies, and revenue leakage) would compare information obtained from electronic manifest and entry data with open sources such as commercial databases and trade data and intelligence sources such as watch lists, government and international databases with a set series of configurable business rules designed to manage risks and permit targeting of passengers, conveyances, goods, or cargo, to facilitate the border enforcement mission of balancing trade and security. An ARMTS would provide a standardized risk assessment tool for cargo risk profiling, which is envisioned to include: advance electronic information about cargo shipments, strategic intelligence, automated trade data, anomaly analysis, and the relative security of a trader's supply chain (i.e. validation of point of origin security). This risk assessment and the links to information from a number of sources upon which the assessment is based are stored in the ARMTS and used as historical data for future risk management and targeting. To improve the inspection process, an ARMTS tailored to Colombia's highest concerns is recommended to be supported by technologies such as Non-Intrusive Inspection (NII) systems and Chemical Biological Radiological and Nuclear (CBRNE) detection technologies.

According to the U.S. Customs and Border Protection (CBP) website, the Automated Targeting System (ATS) it uses is an intranet-based enforcement and decision support platform that is the cornerstone for all CBP's trade targeting efforts. ATS is deployed to improve the collection, use, analysis, and dissemination of information that is gathered for the primary purpose of

¹ MUISCA is the Unique Model of Entry and Automated Control Service.

² SIGA is the Integrated Customs Management System.

targeting, identifying, and preventing illegal drugs, weapons, contraband, counterfeit goods and the unauthorized trafficking of foreign currency at all international airports, maritime ports and major border crossings from entering the country. In this way, ATS allows law enforcement officers both at headquarters and in the field to focus their efforts on cargo shipments that most warrant greater scrutiny. ATS, along with other support systems, standardizes names, addresses, conveyance names, and similar data so these data elements can be more easily associated with other business data to form a more complete picture of an import, or export in context with previous behavior of the parties involved. All shipments are processed through ATS, and are subject to a real-time rule based evaluation. ATS accesses data from these sources, which collectively include electronically, filed bills, entries, and entry summaries for cargo imports; shippers' export declarations and transportation bookings and bills for cargo exports; land-border crossing and referral records for vehicles crossing the border; incident logs, suspect and violator indices, and seizures.

A large number of business rules form the basis of the analysis capabilities of ATS modules, which encapsulate sophisticated concepts of business activity that help identify suspicious or unusual behavior. ATS rules are constantly evolving to both evaluate new threats and refine existing rules. ATS applies the same methodology to all cases to preclude any possibility of disparate or subjective treatment of individuals or groups. ATS is consistent in its evaluation of risk associated with individuals and is used to support the overall law enforcement mission of CBP and other agencies that are given access to ATS data.

ATS consists of five modules that provide selectivity and targeting capability to support the inspection and enforcement activities.

1. ATS-Inbound – inbound cargo and conveyances (rail, truck, ship, and air).
2. ATS-Outbound – outbound cargo and conveyances (rail, truck, ship, and air).
3. ATS-Land (ATS-L) - private vehicles arriving by land.
4. ATS - International (ATS-I) - cargo targeting for collaboration with foreign customs authorities.
5. ATS -Trend Analysis and Analytical Selectivity Program, (ATS-TAP) (analytical module).

1. **ATS-Inbound** is the primary decision support tool for targeting U.S. bound cargo. This system is available to the CBP Field officers (CBPFO) at all major ports (air/land/sea) throughout the country, and also assists law enforcement personnel in the decision making process at Container Security Initiative (CSI) ports globally, where US law enforcement personnel are stationed at ports around the globe to evaluate cargo risk as well as assist the local customs agencies. ATS Inbound provides the officers with an efficient, accurate, and consistent method for targeting and selecting high-risk inbound cargo for intensive examinations either via follow up information requests or physical examination of the cargo. ATS-Inbound increases the effectiveness of the officers dealing with imported cargo by improving the accuracy of the targeting of weapons of mass effect, narcotics or other contraband, commercial fraud violations, and other violations of the law. The approach is to process data pertaining to entries and manifests against a variety of business rules to make an effective automated assessment of the risk of each US import. Data is received from several sources not limited to entry and manifest data from the Automated Manifest System (AMS), Automated Broker Interface (ABI), etc.
2. **ATS-Outbound** is the outbound cargo-targeting module of ATS that assists in identifying exports, which pose a high risk of containing goods requiring specific export licenses, narcotics, or other contraband. ATS-Outbound uses Shippers' Export Declaration (SED)

data that exporters file electronically with The Automated Export System (AES). The SED data extracted from AES is sorted and compared to a set of rules and evaluated in a comprehensive fashion. This information assists the officers with targeting and/or identifying exports with potential safety and security risks, such as hazardous materials and other violations. In addition, ATS-Outbound identifies the risk of specific exported cargo for such export violations as smuggled currency, illegal narcotics, stolen vehicles or other contraband.

3. **ATS-Land (ATS-L)** is a module of ATS that provides for the analysis and rule-based risk assessment of private passenger vehicles crossing into the nation's borders from Mexico and Canada. By processing and checking of the license plate numbers of vehicles seeking to cross the border, ATS-L allows the officers to cross-reference the crossing data, seizure data, and State Department of Motor Vehicle (DMV) data to employ the weighted rules-based assessment system of ATS. In this way ATS-L provides, within seconds, a risk assessment for each vehicle that assists the officers at primary booths in determining whether to allow a vehicle to cross without further inspection or to send the vehicle for secondary evaluation. ARMTS-L is one of the tools utilized by CBP's Western Hemisphere Travel Identity/ Land Border Integration (WHTI-LBI) program that integrates passenger information via RFID technology, License Plate (LPR) and Optical Character Recognition (OCR) technologies.
4. **ATS-International (ATS-I)** is being developed to provide selected foreign customs authorities with controlled access to automated cargo targeting capabilities and provide a systematic medium for exchanging best practices and developing and testing targeting concepts. The exchange of best practices and technological expertise can provide vital support to other countries in the development of effective targeting systems that can enhance the security of international supply chains and fulfill the objective of harmonizing targeting methodologies and extending the US borders to these countries. If information from foreign authorities is run through the ATS-I module, it may also, consistent with applicable cooperative arrangements with that foreign authority, be retained in ATS-I to enhance the targeting capabilities.
5. **ATS-Trend Analysis and Analytical Selectivity (ATS-TAP)** improves the ability to examine, locate, and target for action violators of the laws, treaties, quotas, and policies regarding international trade. ATS-Analytical offers trend analysis and targeting components. The trend analysis function summarizes historical statistics that provide an overview of trade activity for commodities, importers, manufacturers, shippers, nations, and filers to assist in identifying anomalous trade activity in aggregate.

The goal of an automated risk management and targeting system for Colombia would be a platform that pulls information from multiple sources of data including: ten data elements from the importer and two data elements from the carrier ("10+2"), NII, Chemical Biological Radiological and Nuclear (CBRNE) technologies, Open-Intelligence (Open-I), commercial databases like Lloyds and intelligence sources, and historical data such as previous shipments with the manifest, previous shipments for that importer/exporter and previous field officer overrides.

Currently, two separate information systems are used for cargo profiling. The first is MUISCA, or the Unique Model of Entry and Automated Control Service. MUISCA feeds the second system, known as SIGA, or the Integrated Customs Management System. The merchandise to be inspected is selected by the SIGA system. As such, the DIAN does not use MUISCA directly to select cargo for inspection. The factors taken into account are: Importers, Accounting,

Finance, Number of imports, and number of declarations. Information is sent weekly to profile risks. At present, between 10 and 14 percent of cargo entering Colombia is selected for inspection.

C. Project Sponsor's Capabilities and Commitment.

The Colombian National Tax and Customs Agency (DIAN) is the project sponsor and the Grantee. The DIAN was established as a Special Administrative Unit of the Treasury Department through Decree 2117, in 1992, thereby combining the National Tax Agency (DIN) with the National Customs Agency (DAN). The objective of the DIAN is to assist in guaranteeing the fiscal security of the Colombian government and the protection of national economic public order, through the management and control over the due completion of all tax, customs and foreign exchange obligations and the facilitation of external trade under conditions of equity, transparency and legality. It is for this reason that among the functions assigned to the DIAN, as modified by Decree No. 1321 of 2011, is the administration of income tax and other complementary taxes, stamp duties, sales taxes, customs duties, exploitation royalties and fees, and management expenses on gambling or games of chance exploited by national level public entities, and all other internal taxes at the national nature for which the responsibility is not assigned to another entity of the Colombian government, whether a matter of internal taxes or foreign commerce; as well as the leadership and administration of customs management, including the apprehension, seizure or declaration of abandonment in favor of the Colombian government of merchandise and its administration and disposal.

The Grantee's headquarters are located in Bogotá, Colombia and its jurisdiction covers the national territory. The Grantee has offices in 42 Colombian cities.

According to Article 88 of Act 1450/2011 of the National Development Plan (2010-2014), which defines the obligations of all the actors involved in the logistics chain, the private companies involved in the management of essential logistic processes associated with distribution of import cargo and export dealers, in coordination with port companies, control and inspection teams, will have unified technology whose standards, in accordance with the requirements of international trade, facilitate the detection of smuggling, trafficking in foreign currency and drugs. In addition to the illegal arms trade, in each trade node for this purpose the Government of Colombia will regulate those standards and implement non-intrusive inspection (NII) systems.

On March 2, 2011 the Special Administrative Unit of National Taxes and Customs signed a cooperation agreement with the National Federation Departments. The agreement is *"To design, establish and implement an Action Plan, including processes, procedures and a system of cooperation to combat smuggling, and counterfeiting of products subject to excise tax in the country. "*

The second clause in this agreement defines the activities to be performed, among which are: *"B) join efforts to reduce the introduction, sale and illegal distribution of products subject to excise tax in Colombia, promoting the use of processes, procedures and effective and efficient equipment to monitor and track the introduction, transmission, storage, distribution and sale of these products. "*

The NII initiative involves several public agencies that have related functions. These are: the DIAN, the Antinarcotics Police, the National Institute for Drug and Food Surveillance (INVIMA), and the Colombian Agricultural Institute (ICA).

D. Implementation Financing

Sources of financing that may be considered include the foreign military sales program of the U.S. Defense Security Cooperation Agency (DSCA), the U.S. Export-Import Bank (“Ex-Im”), and the Inter-American Development Bank (IDB).

E. U.S. Export Potential

There are four types of locations, which will be examined during the security evaluation, which will be performed by the TA team:

1. Central Security & Customs Processing Facility.
2. Seaport facilities.
3. Airport facilities.
4. Border facilities.

1. Cost Estimate - Central Security and Customs Processing Facility

Item (Cost in million USD)	Total Cost		U.S. Exports	
	High	Low	High	Low
Container x-ray scanners and related facilities	\$10.0	\$5.0	\$6.7	\$4.0
Radiological detection equipment & Optical Character Recognition	\$5.0	\$2.5	\$4.5	\$2.3
Surveillance Equipment & vehicular controls: Facility & Transport Corridor	\$2.0	\$0.8	\$1.6	\$0.5
Computer monitoring Software	\$2.0	\$0.8	\$1.7	\$0.5
Network hardware connections & facilities	\$0.8	\$0.5	\$0.4	\$0.3
Facilities, Buildings, Fencing, Gates	\$2.0	\$1.0	\$0	\$0
Utilities & Ancillary facilities, Contingencies	\$1.0	\$0.5	\$0.5	\$0.0
Engineering and project management	\$2.0	\$1.5	\$1.0	\$0.8
Range of Costs / Exports	\$24.8	\$12.6	\$16.4	\$8.4
Est. Cost / U.S. Exports	\$18.7		\$12.4	

2. Typical Seaport Security Enhancement Cost Estimate -

Item (Cost in million \$ USD)	Total Cost		U.S. Export	
Container Scanner & Associated Facilities	\$10.0	\$5.0	\$7.8	\$4.0
Computer monitoring systems & software	\$2.0	\$0.8	\$1.7	\$0.5
Network hardware connections & facilities	\$0.8	\$0.5	\$0.4	\$0.3
Facilities, Buildings, Fencing, Gates	\$2.0	\$1.0	\$0	\$0
Utilities & Ancillary facilities, Contingencies	\$1.0	\$0.5	\$0.5	\$0.0
Engineering and project management	\$2.0	\$1.5	\$1.0	\$0.8
Range of Costs / Exports	\$17.8	\$9.30	\$10.4	\$5.6
Est. Cost / U.S. Exports	\$13.55		\$8.0	

Estimated cost for a NII seaport system ranges from \$9.3 million USD to \$17.8 million USD per port. Estimated U.S. Export ranges from \$5.6 to \$10.4 million USD per port.

3. Typical Airport Security Enhancement - Cost Estimate

Typical airport security equipment includes:

- 1) X-Ray systems for cargo, carry-on and checked luggage.
- 2) Metal and liquid detectors.
- 3) Explosive and narcotic trace detection systems.
- 4) Closed Circuit Television (CCTV).
- 5) Access control.
- 6) Under Vehicle Surveillance System at perimeter check in.
- 7) Radiation Monitors.
- 8) Body Scanner and Computer Tomography Scanner.

Depending on the airport size, the estimated cost for a NII airport system ranges from \$2.0 million USD to \$10.0 million USD per airport. Estimated U.S. Export ranges from \$1.3 to \$6.7 million USD per airport.

4. Typical Border Security Enhancement - Cost Estimate

Typical border security equipment includes:

- 1) Large-scale X-Ray system for scanning containerized shipments and tractor-trailer, trucks, and other vehicles.
- 2) Low-energy mobile systems for scanning passenger vehicles (cars, RVs, and buses).
- 3) Explosive and narcotic trace detection systems.
- 4) Closed Circuit Television (CCTV).

- 5) Under Vehicle Surveillance System at perimeter check in.
- 6) Radiation Monitors.

Depending on the site survey, the estimated cost for a NII border security system ranges from \$3.5 million USD to \$10.0 million USD per border crossing checkpoint. Estimated U.S. Export ranges from \$2.0 to \$6.7 million USD per border crossing checkpoint.

Export Potential for Nationwide Program for Non-Intrusive Inspection Systems

The table below provides an estimate in million \$USD for the implementation cost and the potential U.S. Export. The table shows several scenarios, which will be examined by the TA team to determine which sites, are recommended for security enhancement. Average values are detailed below. These values will be more accurate after the site survey and the security evaluation performed by the TA team.

	Central Customs Facility		Seaport NII System		Airport NII System		Border NII System		Total	
	Cost	Export	Cost	Export	Cost	Export	Cost	Export	Cost	Export
Unit (1 each)	\$18.70	\$12.40	\$13.55	\$8.00	\$6.00	\$4.00	\$6.75	\$4.33	\$45.00	\$28.73
Central + 3 seaports+2 Airports + 2 Boarder check points	\$18.70	\$12.40	\$40.65	\$24.00	\$12.00	\$8.00	\$13.50	\$8.66	\$84.85	\$53.06
All selected 21 sites to be visited by TA team	\$18.70	\$12.40	\$108.40	\$64.00	\$36.00	\$24.00	\$20.25	\$12.99	\$183.35	\$113.39
All 29 sites listed in TOR	\$18.70	\$12.40	\$108.40	\$96.00	\$72.00	\$48.00	\$40.50	\$25.98	\$239.60	\$182.38

G. Developmental Impact.

Implementation of the project is expected to produce the following results based on two of USTDA's priority development indicators:

Technology Transfer for Productivity Improvement. Implementation of the project will introduce NII cargo inspection technology as well as automated risk management and targeting systems at potentially 29 different airports, seaports and border crossings. These technologies will automate cargo inspections thus making it easier to inspect high volumes of cargo.

Human Capacity Building. Positions in engineering, construction, utilities, IT and security will be required throughout the installation and operational phases. In addition, it is expected that a substantial increase in the number of port and airport personnel will be required due to the

anticipated increase in cargo movements that will result from implementation. Once the facilities are fully operational, additional personnel will be required within the inspection agencies. This is anticipated to create more than 100 new skilled jobs and will require advanced training for the existing employees at each location in the operation of NII equipment, an automated risk management and targeting system, and other security systems.

H. Impact on the Environment.

A more efficient cargo inspection and customs facility will reduce truck waiting and engine idling time at the terminals, in addition to reducing environmental impact. Construction of new facilities to accommodate the central security and customs processing facilities will require an environmental impact assessment. Mitigation due to construction issues is standard, and presents no problems for implementation. The NII system implementation needs to include a review of the environmental regulations and impact assessment, in conformity to Colombian regulations. We believe these projects will not have a detrimental environmental effect during operations.

I. Impact on U.S. Labor.

Implementation of the recommended NII project provides excellent opportunities for supply of U.S. materials, goods, equipment, and services, related to the following:

1. Port security and monitoring systems.
2. Advanced management and IT components and systems.
3. Software, hardware and technical support.
4. Integration services
5. Management services.
6. Marketing of spare parts and upgrading of the NII systems.

J. Team Qualifications

The performance of the TA requires expertise in several areas that are directly or indirectly associated with the planning, design and/or implementation of modern NII systems, automated risk management and targeting systems, and supporting infrastructure and services. The following are the desired qualifications of the proposed team:

1. Team Leader: This individual will provide necessary guidance and support to the project to ensure successful completion of the TA for the NII and oversee the completion of the tasks of the Terms of Reference. The proposed individual is anticipated to have 10 years of experience in developing and managing security and information technology projects in the transportation sector.
2. Senior Security Consultant: This individual will lead and develop the security aspects of the project. This individual will be responsible for developing the central facility and transport corridor alternatives, final recommendations, and performance specifications. The individual is anticipated to have 10 years of experience in developing, managing, and implementing security aspects of seaports, airports, land border crossing, or similar installations and knowledge of NII technology.
3. Senior Seaport Engineer: This individual will work with the team leader to develop the system specifications and develop the necessary documentation for the TA. This individual

will be responsible for developing the central facility and transport corridor alternatives, final recommendations, and performance specifications. The individual is anticipated to have 15 years of experience in developing, managing, implementing container terminal, land border crossing, and transport systems evaluation and design, and knowledge of NII technology.

4. Senior Airport Consultant: This individual will develop questionnaires and conduct site surveys for all the airports listed in the TOR to gather data from local participants and officials for defining the locations of equipment. The individual is anticipated to have 10 years of experience in developing, managing, and implementing airport projects, site surveys and knowledge of NII technology.
5. Senior Financial Analyst: The Consultant will conduct a financial analysis of the entire Project (i.e., design and implementation of non-intrusive inspection systems and ARMTS). The analysis will include full costs of equipment, construction, costs of operations, training and maintenance, and improved transportation operations efficiencies. The individual is anticipated to have 15 years of experience in financial analysis, economic development analysis, project development and implementation, management and organization assessment, personnel and manpower analysis, and regulatory development in the transportation sector.
6. Senior Legal Advisor: This individual will work with the team leader to develop the necessary documentation for the legal assistance. The individual is anticipated to have 10 years of experience in developing, managing, and implementing international maritime laws and regulations and special conditions applicable to Latin America and the Caribbean, as well as experience working on similar projects including implementation of changes to existing legal and regulatory frameworks.
7. Senior Systems Analyst: This individual will work with the team leader to develop the specifications for the automated risk management and targeting system and the necessary documentation for the TA. This individual will be responsible for developing the subsystem architecture, specifying datacenters and computer terminals, alternative solutions, final recommendations, and performance specifications. This individual is anticipated to have 10 years of experience in planning, designing, developing, installing and networking of new computer systems.
8. Senior Database Administrator: This individual will work with the team leader to develop the specifications for the automated risk management and targeting system and the necessary documentation for the TA. This individual will be responsible for developing the database architecture for the subsystem, specifying database management system, alternative solutions, final recommendations, and performance specifications. This individual is anticipated to have 10 years of experience in planning, designing, developing, and installing database management systems for new computer systems, developing and designing of database strategies, monitoring and improving database performance and capacity, planning for future expansion requirements, and implementing security measures to safeguard the database. He/she will hold an Oracle database certification or qualified as a Microsoft Certified Database Administrator.

At least one of the team members will be fluent in Spanish as well as English.
The estimated period of performance of this TA is seven months.

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 TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these 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**

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 Dirección de Impuestos y Aduanas Nacionales, a special administrative unit of a highly technical and specialized nature at the national level, having status as a legal entity with administrative and budgetary autonomy and with its own assets, attached to the Ministry of Finance and Public Credit of the Government of Colombia ("Grantee"), with the participation of the Agencia Presidencial de Cooperación Internacional of the Government of Colombia, in its role as coordinator for international cooperation in Colombia as established in Decree No. 4152 of 2011. USTDA agrees to provide through the Grantee under the terms of this Grant Agreement US\$637,000 ("USTDA Grant") to fund the cost of goods and services required for technical assistance ("TA") on the proposed Nationwide Non-Intrusive Cargo Inspection Systems ("Project") in Colombia ("Host Country").

1. USTDA Funding

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

2. Terms of Reference

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

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA, the Grantee, and the Contractor shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

(A) In addition to the USTDA funding provided under this Grant Agreement, the Grantee shall provide a cash contribution of \$685,908 ("Grantee Cost Share") on a *pro rata* basis in proportion to the funding being provided by USTDA to partially fund the costs of goods and services required for the completion of the Terms of Reference (USTDA US\$637,000; Grantee US\$685,908).

(B) In addition to the support provided for by Article 4(A) above, the Grantee shall, in accordance with the Terms of Reference in Annex I of this Grant Agreement, provide or assist the Contractor in obtaining all data required for this TA.

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the U.S. Contractor for this fixed price TA shall be carried out by the Grantee through a competitive process based wholly on technical merits rather than cost, according to such contracting procedures agreed upon between the Grantee and USTDA, with advance notice of the procurement published online by USTDA through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval. The Contractor evaluation criteria will be specified in the Request for Proposals (RFP) announced by USTDA through *Federal Business Opportunities*.

Proposals will be submitted directly to the Grantee. Following its selection of the U.S. Contractor, the Grantee will provide USTDA with a signed selection memorandum. USTDA will then conduct an appropriate due diligence review of the selected U.S. company based on the background information submitted as an annex to the proposal. Assuming there are no findings that preclude the selected U.S. company from serving as the Contractor, USTDA will then provide the Grantee with a "no objection" letter approving the selection.

(B) USTDA's Right to Approve Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 16 below upon selection of the Contractor to perform the TA. USTDA then shall notify the Grantee whether or not USTDA approves the Grantee's Contractor selection. Upon USTDA approval of the Grantee's Contractor selection, the Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA that they were not selected. The Grantee and the Contractor then shall enter into a contract for performance of the TA.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

The Grantee and the Contractor shall enter into a contract for performance of the TA. The Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 16 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the contract.

(2) Amendments and Assignments

The Grantee or the Contractor may submit any proposed amendment to the contract, including any proposed amendment to any annex thereto, or any proposed assignment of the contract, to USTDA at the address set forth in Article 16 below. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the proposed amendment or assignment.

(D) USTDA Not a Party to the Contract

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

(E) Grant Agreement Controlling

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

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

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

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices (to be understood in Spanish as a *cuenta*

de cobro) in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

(C) Timing of Disbursement

The Grantee shall disburse the Grantee Cost Share of US\$685,908 to the Contractor in accordance with the procedures set forth in the Payment Schedule Requirements in Clause H(2) of the USTDA Mandatory Clauses in Annex II. Under no circumstances shall USTDA be obligated to disburse any amounts greater than the USTDA Grant funds of US\$637,000.

7. Effective Date

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

8. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is June 30, 2013, is the date by which the parties estimate that the TA will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (ii) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

9. USTDA Mandatory Contract Clauses

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

10. Use of U.S. Carriers

(A) Air

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

(B) Marine

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

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under this Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request

12. Taxes

USTDA funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. In accordance with the terms of the General Agreement for Economic, Technical and Related Assistance, signed in 1962 between the governments of the United States of America and the Republic of Colombia, USTDA Grant funds paid to the Contractor are exempt from Colombian taxation.

The Grantee, in accordance with Colombian laws, shall effectuate withholding (to be understood in Spanish as *previa liquidación*) applicable to the Grantee Cost Share of the following: (i) a 16% Colombian value-added tax (impuesto al valor agregado or “IVA”), in accordance with what is provided for in Article 420 and related provisions of the Colombian Tax Statute, including Article 437-2, in concordance with the third subsection of the Article 3 of the Decree No. 380 of 1996 and Article 12 of Decree No. 1165 of 1996; (ii) a 10% withholding tax at the source based on income tax (retención en la fuente or “retención”), in accordance with what is provided for in the second subsection of Article 408 of the Colombian Tax Statute; and (iii) a 0.69% municipal business tax (impuesto de industria y comercio or “ICA”), in accordance with what is established in Article 31 and related provisions of the Colombian Tax Statute.

Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

13. USTDA Project Evaluation

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report, the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries will include, but not be limited to, whether the Final Report recommendations have been or will be used to implement the Project, anticipated Project implementation timeline, and likely source of financing. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for this Project during the five-year period referenced above.

14. Recordkeeping and Audit

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

15. Representation of Parties

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

16. Addresses of Record for Parties

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

To: Director of Resource Management and Financial Administration
(Directora de Gestión de Recursos y Administración Económica)
Dirección de Impuestos y Aduanas Nacionales de Colombia - DIAN
Nivel Central, Carrera 8 N° 6 – 64, Piso 4°, Edificio San Agustín
Bogotá, Colombia

Phone: +57 1 607 99999 Ext. 1426
Fax: (57-1) 607 9479
E-Mail: vtorrescl@nian.gov.co and ybernalc@nian.gov.co

To: Country Manager for Colombia
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: grantnotices@ustda.gov and
lac@ustda.gov

All such communications shall be in English or Spanish, unless the parties otherwise agree in writing. In the event that such communications are in more than one language, the English language version shall govern. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

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

Appropriation No.: 1112/131001
Activity No.: 2012-51015A
Reservation No.: 2012162

Grant No.: GH201251162

17. Implementation Letters

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by this Grant Agreement. USTDA may also issue implementation letters to (i) extend the estimated completion date set forth in Article 8(A) above, or (ii) change the fiscal data set forth in Article 16 above. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by this Grant Agreement.

18. Grant Agreement Amendments

Either party may submit to the other party at any time a proposed amendment to the Grant Agreement. A Grant Agreement amendment shall be effective only if it has been signed by both parties.

19. Termination Clause

Either party may terminate this Grant Agreement by giving the other party written notice thereof. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments that may be made pursuant to Clause I of the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This article and Articles 5, 12, 13, 14, and 21 of the Grant Agreement shall survive termination of the Grant Agreement.

20. Non-waiver of Rights and Remedies

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

21. U.S. Technology and Equipment

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

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IN WITNESS WHEREOF, the **Government of the United States of America** and **Dirección de Impuestos y Aduanas Nacionales**, a special administrative unit attached to the Ministry of Finance and Public Credit of the Government of Colombia, with the participation of the **Agencia Presidencial de Cooperación Internacional** of the Government of Colombia, in its role as coordinator for international cooperation in Colombia as established in Decree No. 4152 of 2011, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in their names and delivered as of the day and year written below. This Grant Agreement shall be signed in both English and Spanish and both versions shall have legal validity; however, in the case of any dispute, the English language version shall govern.

For the Government of the United States of America

By: 

Date: 5/31/12

For the Dirección de Impuestos y Aduanas Nacionales de Colombia

By: 

Date: 29/05/12

For the Agencia Presidencial de Cooperación Internacional de Colombia

By: 

Date: 29/05/12

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses



Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this Contract acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and Dirección de Impuestos y Aduanas Nacionales, a special administrative unit attached to the Ministry of Finance and Public Credit of the Government of Colombia ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the Nationwide Non-Intrusive Cargo Inspection Systems project ("Project") in Colombia ("Host Country"). The Client and the Contractor are the parties to this Contract, and they hereinafter are referred to collectively as the "Contract Parties." Notwithstanding any other provisions of this Contract, the following USTDA Mandatory Contract Clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA Mandatory Contract Clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and the Contract or any subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

This Contract, and any amendment thereto, including any amendment to any annex thereto, and any proposed assignment of this Contract, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the Contract conforms to modifications required by USTDA during the Contract review process and the Contract has been formally approved by USTDA. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft Contract or a signed Contract to the attention of the General Counsel's office at USTDA's address listed in Clause N below.

(2) USTDA Not a Party to the Contract

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

a party to the Contract. The Contract Parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any subcontract, jointly or separately; and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort, or otherwise, to the Contract Parties or the parties to any subcontract. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other

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

E. U.S. Carriers

(1) Air

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

(2) Marine

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

F. Workman's Compensation Insurance

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

G. Reporting Requirements

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

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds and Grantee Cost Share will be made only after USTDA approval of this Contract.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. For each payment under the payment schedule, the Grantee shall pay the Grantee Cost Share directly to the Contractor in proportion to the funding being provided by USTDA (USTDA US\$637,000; Grantee US\$685,908).

Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total contract 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 contract amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause H(3)(b)(iii) below. Invoicing procedures for all payments are described below. For invoices which will be paid by the Client, the Contractor shall submit a copy of the signed invoices to USTDA. The term "invoice" in English shall be understood in Spanish as a *cuenta de cobro*.

(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 (to be understood in Spanish as a *cuenta de cobro*) 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:

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it

will, upon USTDA's request, make an appropriate refund to USTDA and/or the Client, as applicable."

(ii) For Contract performance milestone payments:

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

(iv) For final payment:

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

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

(i) The invoice (to be understood in Spanish as a *cuenta de cobro*) 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 (to be understood in Spanish as a *cuenta de cobro*) 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 (to be understood in Spanish as a *cuenta de cobro*) or separately:

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

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted to the attention of the Finance Department at USTDA's address listed in Clause N below, or by e-mail to invoices@ustda.gov.

I. Termination

(1) Method of Termination

Either Contract Party may terminate this Contract upon giving written notice to the other party and USTDA. This notice shall be effective after either 30 days, or any other period set forth elsewhere in this Contract. Furthermore, this Contract shall terminate immediately upon notification of USTDA's termination of the Grant Agreement or the term of availability of any funds thereunder.

(2) Ramifications of Termination

In the event that this Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for payment for the value of the work performed pursuant to the terms of this Contract. Likewise, in the event of such termination, USTDA and the DIAN, as appropriate, are entitled to receive from the Contractor all USTDA Grant funds and the Grantee Cost Share previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the value of the work performed pursuant to the terms of this Contract. USTDA shall be responsible for managing the process of determining the value of the work performed and shall require the Contractor to make any appropriate refunds to USTDA and/or the Client, as applicable.

(3) Survivability

Clauses B, D, G, H, I, and O of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

J. USTDA Final Report

(1) Definition

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

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

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

and

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

and

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

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

(3) Final Report Presentation

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

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

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government, and the Dirección de Impuestos y Aduanas Nacionales (DIAN), a special administrative unit attached to the Ministry of Finance and Public Credit of the Government of Colombia. 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 or the DIAN. USTDA and the DIAN make no representation about, nor do they accept responsibility for, the accuracy or completeness of the information contained in this report."

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

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

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

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

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

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

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

(g) The Client, USTDA, and the Commercial and/or Economic Section(s) of the U.S. Embassy in Host Country shall have irrevocable, worldwide, royalty-free, non-exclusive rights to use and distribute the Final Report.

K. Modifications

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

L. TA Schedule

(1) TA Completion Date

The completion date for the TA, which is June 30, 2013, is the date by which the Contract Parties estimate that the TA will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

M. Cost Share

The Client agrees that, in addition to the funding provided by the USTDA Grant, it shall be responsible for ensuring that it contributes a cash contribution of \$685,908 on a *pro rata* basis in proportion to the funding being provided by USTDA to partially fund the costs of goods and services required for the completion of the Terms of Reference (USTDA \$637,000; Grantee \$685,908). The Client shall pay the \$685,908 directly to the Contractor in accordance with the procedures set forth in the Payment Schedule Requirements in Clause H(2) of the USTDA Mandatory Clauses in Annex II.

N. Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery. For example, the Contractor and its subcontractors shall fully comply with the requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 et seq.). Each Contract Party agrees that it shall require that any agent or representative hired to represent it in connection with the T A will comply with this paragraph and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

O. 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.: 1112/131001

Activity No.: 2012-51015A

Reservation No.: 2012162

Grant No.: GH201251162

P. Taxes

USTDA funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. In accordance with the terms of the General Agreement for Economic, Technical and Related Assistance, signed in 1962 between the governments of the United States of America and the Republic of Colombia, USTDA Grant funds paid to the Contractor are exempt from Colombian taxation.

The Grantee, in accordance with Colombian laws, shall effectuate withholding (to be understood in Spanish as *previa liquidación*) applicable to the Grantee Cost Share of the following: (i) a 16% Colombian value-added tax (impuesto al valor agregado or “IVA”), in accordance with what is provided for in Article 420 and related provisions of the Colombian Tax Statute, including Article 437-2, in concordance with the third subsection of the Article 3

of the Decree No. 380 of 1996 and Article 12 of Decree No. 1165 of 1996; (ii) a 10% withholding tax at the source based on income tax (retención en la fuente or “retención”), in accordance with what is provided for in the second subsection of Article 408 of the Colombian Tax Statute; and (iii) a 0.69% municipal business tax (impuesto de industria y comercio or “ICA”), in accordance with what is established in Article 31 and related provisions of the Colombian Tax Statute.

Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

Q. Export Licensing

The Contractor and all subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

R. Contact Persons

The Client designates the following person as the contact person for matters concerning this Contract:

Name:
Title:
Phone:
Fax:
E-Mail:

The Contractor designates the following person as the contact person for matters concerning this Contract:

Name:
Title:
Phone:
Fax:
E-Mail:

If anyone designated by a Contract Party as a contact person ceases service as a contact person at any point during the ten-year period following the date of signing of this Contract, the Contract Party that had designated that contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

S. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for special, incidental, general, or punitive damages, or (ii) limit the total amount of damages recoverable to an amount less than the total amount disbursed to the Contractor pursuant to this Contract.

T. Arbitration

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

A N N E X 5

**TERMS OF REFERENCE
(FROM USTDA GRANT AGREEMENT)**

Annex I

TERMS OF REFERENCE

PURPOSE AND BACKGROUND

The Government of Colombia, represented by the *Dirección de Impuestos y Aduanas Nacionales* (National Tax and Customs Directorate or “DIAN”), is planning to implement a program to strengthen security standards on international trade, commodity transportation, vehicles, and border control staff. The DIAN (the “Grantee”) requested technical assistance (“TA”) from USTDA to facilitate the acquisition and implementation of non-intrusive inspection (NII) systems.

The TA would perform a needs assessment and develop technical specifications for NII systems, an associated risk management platform and a centralized command and control (“C2”) center to facilitate the detection of contraband, counterfeit goods, the unauthorized trafficking of foreign currencies, revenue leakage, illegal drugs and weapons at all of the country’s international airports as well as its principal seaports and border crossings. The TA will not, however, address underbelly passenger cargo.

The TA will define the technical, operating, and economic aspects required for the installation, operation and maintenance of non-intrusive inspection systems; prepare technical specifications for such equipment; and make recommendations concerning the integration of the pertinent entities involved in the process of operating and maintaining the systems and a centralized C2 center.

An important component of any cargo security system is an automated risk management and targeting system (ARMTS), which assesses the security and risk posture and performs screening of both inbound and outbound cargo, and conveyances across all modes of transport. As part of this screening function, an ARMTS tailored to Colombia’s highest concerns (i.e., contraband, counterfeit goods, the unauthorized trafficking of foreign currencies, revenue leakage, illegal drugs and weapons) would compare information obtained from electronic manifest and entry data with open sources such as commercial databases and trade data and intelligence sources such as watch lists, government and international databases with a set series of configurable business rules designed to manage risks and permit targeting of passengers, conveyances, goods, or cargo, to facilitate the border enforcement mission of balancing trade and security. An ARMTS would provide a standardized risk assessment tool for cargo risk profiling, which is envisioned to include: advance electronic information about cargo shipments, strategic intelligence, automated trade data, anomaly analysis, and the relative security of a trader’s supply chain (i.e. validation of point of origin security). This risk assessment and the links to information from a number of sources upon which the assessment is based are stored in the ARMTS and used as historical data for future risk management and targeting. To improve the inspection process, an ARMTS tailored to Colombia’s highest concerns is recommended to be supported by technologies such as NII systems and Chemical Biological Radiological and

Nuclear (CBRNE) detection technologies.

Task 1 - Planning and Information Gathering

The Contractor shall meet with the Grantee for a kickoff meeting. During this meeting, the agenda for the visit to Colombia shall be discussed and finalized. The Grantee shall prepare in advance and provide the Contractor with all documents and data required to perform the TA. These shall include:

- 1) All required site access permits and, as applicable, the names of Government of Colombia escort personnel for certain site visits;
- 2) Traffic statistics for the selected sites, seaports, airports and border areas;
- 3) Maps of all selected sites;
- 4) Data on installed security inspection systems and future procurements of this equipment, at the selected sites;
- 5) Organizational charts for the agencies managing the selected sites;
- 6) Floor plans for candidate locations of the new NII equipment;
- 7) Electric power data and available capacity to support the new equipment;
- 8) All available previous studies, reports, and proposals to upgrade the NII;
- 9) To the extent they are available from port concessionaires, all available previous studies, reports, and proposals to upgrade the ports' security and surveillance systems, including but not limited to the cargo inspection recommendations presented to Sociedad Portuaria Regional de Buenaventura (SPRBun) in 2011-2012 as part of a USTDA-funded feasibility study;
- 10) Recent assessment mission reports by the World Bank (IBRD, IFC and MIGA) on the Ports of Buenaventura, Barranquilla, Cartagena and Santa Marta.
- 11) All available World Customs Organization (WCO) – Framework of Standards to Secure and Facilitate Global Trade (SAFE Framework) -- diagnostic reports on Colombia; and
- 12) Any available reports arising from the Cooperative Agreement between the Colombian Ministry of Trade, Industry and Tourism and the IFC concerning the Business Process Manager for the Colombian Single Window for Foreign Trade (VUCE).

Task 2 - Legal Assessment

The Contractor shall collect all necessary information to perform the following subtasks:

Subtask 2.1 - Legal Framework

The Contractor shall investigate the legal framework that supports the operation of foreign trade, taking into account the power and obligations of those involved in the Colombian logistics chain. The Contractor shall also consider the general impact of the introduction of these new technologies on the types of contracts currently in force with airports and port concessionaires.

Subtask 2.2 - Review of Current Responsibilities and Obligations

The Contractor shall examine the current responsibilities and obligations of all supervisory authorities involved in foreign trade operations.

Subtask 2.3 - Review of Current Regulations

The Contractor shall review the current international regulations and mandates regarding non-intrusive inspection processes as well as automated risk management and targeting.

Subtask 2.4 - Review of Current Concession Contracts

The Contractor shall review the current terms of concession contracts for ports and airports related to the implementation of non-intrusive inspection procedures in accordance with the way that it is regulated by the Government of Colombia, based on Article 88 of Law No. 1450 of 2011. The Grantee shall advise on the mechanisms and modifications that may be required to award contracts for the installation of non-intrusive technology at ports, airports and border crossings.

Task 3 - Detailed Site Assessment

The Contractor shall conduct an assessment of the existing infrastructure of 29 sites including seaports, airports, and border crossing points that have been selected by the Grantee. This will include a site survey of 21 sites and document review for an additional 8 sites.

The Contractor shall conduct a site survey in Colombia of approximately seven weeks in duration. During this time, it shall visit 21 selected sites, as well as the Grantee's offices and other pertinent Colombian government stakeholders. The Grantee shall ensure the Contractor is provided the site access necessary to perform the site survey. In addition, the Grantee shall provide a Government of Colombia site escort team to accompany the work of the Contractor during the site visits to land borders. The information gathered in this survey shall be used as an input for the performance of Tasks 4, 5, 6, and 7. Contractor shall meet with the Grantee officials to brief them on the initial findings at the conclusion of the trip and before departing from Colombia.

This task shall include:

- 1) Examination of the existing buildings, available space, and electrical power sources;
- 2) Consideration of candidate locations for the new system equipment, either in existing or new locations, when applicable. The Contractor shall take measurements of all candidate spaces;
- 3) Examination of the site's operational organization, responsible safety authority, responsible administrative authority, service providers, operations providers, users, and candidate organizations for automation/integration;
- 4) Evaluation of existing, un-automated information flow, determination of the origin and control point for arrival data, cargo data, and scheduling data, definition of

information exchange mechanisms, and identification of candidate functions for automation/integration;

- 5) Review of the capability of the physical area of the seaports, airports and border areas; and
- 6) Evaluation of the security and environmental conditions of the areas surrounding the ports, airports and border areas.

The selected sites are defined as the seaports, airports, and border areas selected by the Grantee. The sites to be assessed through the site survey are:

Seaports

- 1) Cartagena Regional Port Company (SPRC)
- 2) Container Terminal Cartagena (Contecar)
- 3) Muelles El Bosque
- 4) Buenaventura Regional Port Company (SPRBun)
- 5) Terminal de Contenedores de Buenaventura (TCBuen)
- 6) Barranquilla Regional Port Company (SPRB)
- 7) Santa Marta Port Company (SPSM)
- 8) Palermo S.A. Port Company
- 9) Puerto Nuevo de Maicao, Guajira

Airports

- 1) El Dorado International Airport (Bogotá, DC)
- 2) Jose María Cordova International Airport (Medellín)
- 3) Alfonso Bonilla Aragón International Airport (Cali)
- 4) Ernesto Cortissoz International Airport (Barranquilla)
- 5) Rafael Núñez International Airport (Cartagena)
- 6) Simón Bolívar International Airport (Santa Marta)
- 7) Almirante Padilla International Airport (Riohacha)
- 8) Camilo Daza International Airport (Cúcuta)

Land Border Areas

- 1) Simón Bolívar International Bridge (Norte de Santander)
- 2) Francisco de Paula Santander International Bridge (Norte de Santander)
- 3) Rumichaca Bridge (Nariño)
- 4) Paraguachón (Guajira)

The sites to be visited and associated approximate times are shown in the table below:

Location	Seaport (or other)	Airport
(A) Cartagena, 4 days, during Visit (1)	Regional Port Company of Cartagena (SPRC) Contecar Muelles El Bosque	Rafael Núñez International Airport
(B) Santa Marta, 2 days during Visit (2)	Regional Port Company of Santa Marta	Simon Bolivar International Airport
(C) Barranquilla 3 days, during Visit (2)	Regional Port Company of Barranquilla (SPRB) Palermo SA Port Company	Ernesto Cortissoz International Airport
(D) Buenaventura, 2 days, during Visit (3)	Regional Port Company of Buenaventura (SPRBun) TCBuen	
(E) Medellin, 1 day, Visit (4)		Jose Maria Cordova International Airport
(F) Cali, 1 day, during Visit (3)		Alfonso Bonilla Aragon International Airport
(G) Bogota, 5 days during Visit (1)		El Dorado International Airport
(H) Norte de Santander, 2 days, during Visit (5)	Land border crossings at two bridges: Simon Bolivar and Francisco de Paula Santander, with the support of the Grantee and other Colombian government agencies	Camilo Daza (Cúcuta) International Airport
(I) Nariño 1 day, during Visit (6)	Land border crossing at Rumichaca Bridge, with the support of the Grantee and other Colombian government agencies	
(J) Guajira: 3 days, during Visit (2)	Puerto Nuevo de Maicao (Guajira)	Almirante Padilla (Riohacha) International Airport
	Paraguachón border crossing, with the support of the Grantee and other Colombian government agencies	

In addition to visits to the 21 sites listed above, the Contractor shall examine the following 8 sites based solely on a review of documentation:

Seaports

- 1) Port of Turbo (Urabá)

Airports

- 1) Matecaña International Airport (Pereira)
- 2) El Edén International Airport (Armenia)
- 3) Palonegro International Airport (Bucaramanga)
- 4) Gustavo Rojas Pinilla International Airport (San Andrés)
- 5) Alfredo Vásquez Cobo International Airport (Leticia)

Border Areas

- 1) Putumayo (San Miguel)
- 2) Arauca

Task 4 - Review of Existing Foreign Trade Operations

The Contractor shall review the existing logistics flow of foreign trade operations in each transfer point of international commerce, transfer nodes, and border crossing. This task shall include:

- 1) Identification of the stakeholders and their roles in the logistics flow of foreign trade operations;
- 2) Identification of the processes and documentation for validating international trade information that can be improved through the proposed technology; and
- 3) Examination of the activities of the controlling authorities in the logistics flow of each transfer point.

Task 5 - Security Review at the Selected Sites

The Contractor shall conduct a review of security at the selected sites, which shall include:

1. Review of previous studies, reports, and proposals to upgrade the site security and surveillance;
2. Performance of an overall security assessment of the existing security operations and systems for all facilities at the selected sites;
3. For the seaports, visit and review of security aspects at all port installations within the scope of the Project (i.e., limited to NII, C2 and ARMTS);
4. For all selected sites, interview pertinent officials and examine existing security procedures for cargo vehicle and personnel access, vehicle identification, recording and monitoring;
5. Analysis of the security features at seaports and airports that officials from the DIAN and other pertinent Colombian government officials consider in need of improvement within the scope of the Project; and
6. Within the scope of the Project, identification of any outmoded equipment that detracts from effectively and securely processing cargo at a modern facility.

Task 6 - Review of Current Financial Conditions

The Contractor shall review the current financial conditions. This task shall include:

- 1) Identification of the costs associated with the operation of foreign trade in each transfer point of international commerce and border crossing and transfer nodes;
- 2) Identification of the costs incurred by enforcement authorities in the execution of their duties using current processes and procedures; and
- 3) Examination of the tariffs at each seaport and analysis of their impact on the seaport competitiveness.

Task 7 - Review of Existing IT Tools

In parallel with Task 3, Contractor shall conduct a detailed assessment of the existing IT infrastructure of the selected sites. The Contractor shall review in Bogotá the existing technological infrastructure (hardware, software, communications, and information systems such as MUISCA¹ and SIGA²) that the DIAN and other pertinent Colombian government stakeholders are using, in order to integrate the proposed solution with existing systems, maximizing use of existing information and tools.

It is envisioned that the Contractor will spend three weeks visiting the various facilities and terminals during operation hours. This task shall include:

- 1) Surveying all existing computer hardware and software, including servers, terminals, existing networks' equipment and cables, power sources, and uninterrupted power supplies;
- 2) Studying the floor plans for the various buildings in all locations, including the applicable National Border Service Centers (CENAFs);
- 3) Considering candidate locations for the new system equipment, either in existing or new building when applicable; and
- 4) Evaluating required new buildings and building modifications to accommodate the NII systems and the ARMTS.

Contractor shall perform an overview-level baseline assessment of the current risk systems utilized by the DIAN as well as other pertinent Colombian government stakeholders systems and other supervisory authorities. Additionally, the Contractor shall develop information flows and the mechanisms for information exchange. This task shall include a comparison of the implemented solutions in a small selected set of relevant countries.

Deliverable: The Contractor shall prepare a draft report in English and Spanish to Grantee, documenting the activities, findings, recommendations, and contacts for each site, as specified in Task 3 through Task 7, within 20 days after the conclusion of the visit. The working group established by the Grantee shall review the draft report and provide all comments within eight business days. Contractor shall incorporate this feedback into the Final Report.

Task 8 - Non-Intrusive Inspection Requirements

Considering the country's needs, for each of the 21 visited international commerce transfer seaport, airport, and border area crossing points, Contractor shall:

- 1) Recommend the technical conditions for NII by defining the following aspects: technology (radiography systems, including X-Ray, Dual X-Ray, and Gamma Ray

¹ MUISCA is the Unique Model of Entry and Automated Control Service.

² SIGA is the Integrated Customs Management System.

scanners; or passive radiation detectors, including Gamma detectors, Neutron detectors, and Gamma spectroscopy); equipment type (fixed, mobile, movable); level of penetration; performance (scanning per hour); contrast sensitivity; updating technology; supply of spare parts; preventative and corrective maintenance; stops; post-sales support (acceptance testing); training; personnel responsible for operation of the equipment; number of workers required; hour of operation/ labor hours; rest periods; occupational health (risks); easy image transmission to remote areas; integration with existing systems and other aspects that the study found. The Contractor shall identify the related needs of the DIAN and other pertinent Colombian government stakeholders;

- 2) Recommend adjustments to the technological infrastructure necessary at each of the international trade transfer nodes for the proper functioning of NII equipment;
- 3) Identify for each segment of the logistics chain the strengths, weaknesses, opportunities and threats at the international trade transfer nodes that would arise with the implementation of NII, including an overview analysis of the necessary legal, financial, technology, physical infrastructure, and logistics procedures;
- 4) Contractor shall prepare a requirements overview document for the procurement and implementation of NII equipment. The Contractor shall include in this document: recommendations on which ports, airports and border areas where NII should be deployed. Review the procedures and equipment for integrating each site security with the overall security procedures and equipment. Review the level of coordination of operations and efficiency of communication between security organizations within each selected site. Review the applicability of other voluntary or suggested international standards of security normally adopted by modern international seaports, airports, or border control sites of similar size; and
- 5) Develop NII requirements, defining required areas of implementation, specifying such requirements for automation, determining impact on operational efficiencies, defining functions requiring automation, defining requirements for level of integration, developing recommendations on level of implementation for each selected site, providing information on U.S. sources for supplying equipment and services, and developing cost estimates for the implementation phase.

Contractor shall prepare system requirements, defining required areas of coverage, specifying requirements for automation, determining impact on operational efficiencies, defining functions requiring automation, defining requirements for level of integration, hardware configuration and functions performed by the centralized command and control center, developing recommendations on level of implementation for each selected site, providing information on U.S. sources for supplying equipment and services, and developing cost estimates for the implementation phase.

Based on the physical and operating conditions at the 21 visited sites, Contractor shall also make overview recommendations to the Grantee concerning simulation technology for purposes of simulating the operational impact of deploying NII technology.

The centralized C2 center is intended to include multiple workstations that will be connected via intranet to all sites where NII, video, Chemical Biological Radiological and Nuclear (CBRNE) detection technologies and License Plate Recognition (LPR) and Optical Character

Recognition (OCR) systems are installed. Officers at the centralized C2 center could receive operational and statistical reports and other data based on the recommendations of this TA. The centralized C2 center should have an uninterrupted power supply and recording equipment. Further, the C2 center would be a data center that includes, at a minimum, an equipment room, operations and monitoring room, and electric power room. The equipment room would house the system servers and networking equipment. All equipment would be rack-mounted. The operations and monitoring room would include the operators, all workstations, and communications equipment. The electric power room would house the uninterruptible power supply, electric power remote monitor and control. Based on the requirements, Contractor shall recommend a hardware configuration for the centralized C2 center.

For the eight sites to be reviewed via documentation only, Contractor shall develop high-level, minimum NII requirements.

Deliverable: The Contractor shall prepare an NII requirements document in English and Spanish, as specified in Task 8. The document shall also include requirements for the centralized command and control center.

Task 9 - Development of Technical Specifications for NII Systems

Using the NII requirements document developed in Task 8, the Contractor shall develop a technical specifications document for the supply and installation of NII systems for the selected seaports, airports and border crossings as well as the centralized command and control center. The Contractor shall provide a comparison between the recommended technologies and those offered by other vendors in the United States and elsewhere. In addition, the document shall include:

- 1) Design and recommendations on the construction and/or adaptations required for the locations where non-intrusive inspection equipment will be installed; and
- 2) Implementation procedures at each of the sites to ensure the proper functioning of non-intrusive inspection equipment. Procedures shall detail the responsibilities and activities to be performed by all parties in the international logistics chain. In addition it shall indicate the conditions for adequate service inspection, detailing the number of staff required for operation of equipment and hours of operation.

Deliverable: The Contractor shall prepare a technical specifications document in English and Spanish for NII systems, as specified in Task 9.

Task 10 - Automated Risk Management and Targeting System Requirements

The objective of the Grantee is to eventually implement an automated risk management and targeting system (i.e., a risk based assessment system) that entails a graphical user interface that draws information from legacy systems. This interface could improve the user experience by providing the same functionality in a more rigidly controlled access environment than the underlying system. Access to this functionality of ARMTS uses existing technical security and privacy safeguards associated with the underlying systems.

The goal of an ARMTS is a platform that pulls information from multiple sources of data including: NII, ten data elements from the importer and two data elements from the carrier (“10+2”), Chemical Biological Radiological and Nuclear (CBRNE) technologies, Open-Intelligence (Open-I), commercial databases such as Lloyd’s, intelligence sources, and historical data such as previous shipments with the manifest, previous shipments for that importer/exporter and previous field officer overrides.

Considering the country's needs, for each of the 21 visited international commerce transfer seaport, airport, and border area crossing points, Contractor shall:

- 1) Interview the stakeholders to understand the current conditions and limitations of risk management and targeting for purposes of developing a baseline;
- 2) Recommend the technical conditions of an automated risk management and targeting system architecture for cargo by defining the following aspects: technology (database management system, operating system), equipment type (fixed, mobile and movable); performance, updating technology, supply of spare parts, preventative and corrective maintenance, stops, post-sales support (acceptance testing); training; personnel responsible for operation of the equipment, number of workers required, hour of operation/ labor hours, rest periods, occupational health practices, easy data transmission to remote areas, integration with existing systems, and other aspects that the study found;
- 3) Recommend adjustments to the technological infrastructure necessary at each of the transfer nodes and border areas for the proper functioning of an eventual ARMTS;
- 4) Identify for each segment of the logistics chain the strengths, weaknesses, opportunities and threats at the international trade transfer nodes and border areas that would arise with the implementation of an ARMTS, including an overview analysis of the necessary legal, financial, technology, physical infrastructure, and logistics procedures;
- 5) Contractor shall prepare a requirements overview document for the procurement and implementation of ARMTS equipment. The Contractor shall include in this document: recommendations on which ports, airports and border areas where an ARMTS should be deployed. Review the procedures and equipment for integrating each site security with the overall security procedures and equipment. Review the level of coordination of operations and efficiency of communication between security organizations within each selected site. Review the applicability of other voluntary or suggested international standards of security normally adopted by modern international seaports, airports, or border control sites of similar size. Review the standards and communications protocols defined to date by the Ministry of

Transportation as part of the National Architecture for Vehicle Identification to ensure consistency of recommendations; and

- 6) Develop ARMTS requirements, defining required areas of implementation, specifying such requirements for automation, determining impact on operational efficiencies, defining functions requiring automation, defining requirements for level of integration, developing recommendations on level of implementation for each selected site, providing information on U.S. sources for supplying equipment and services, and developing cost estimates for the implementation phase.

Deliverable: The Contractor shall prepare an ARMTS requirements document in English and Spanish, as specified in Task 10.

Task 11 - Automated Risk Management and Targeting System Specifications

Utilizing the ARMTS requirements document developed in Task 10, Contractor shall develop a technical specifications document for the supply and installation of the ARMTS for the selected sites of seaports, airports and border areas. The document shall include:

- 1) Pre-conceptual design and overview recommendations on the construction and/or adaptations required for the locations where ARMTS platform would be deployed; and
- 2) Preliminary implementation procedures at each of the 21 visited transfer points of international commerce and border crossings to ensure the proper functioning of an ARMTS. Procedures shall provide an overview of the responsibilities and activities to be performed by all parties in the international logistics chain for these sites in Colombia. In addition it shall indicate the conditions for adequate service inspection, detailing the number of staff required for operation of equipment and hours of operation.

Deliverable: The Contractor shall prepare technical specifications and equipment space requirements documents (in English and Spanish) for an ARMTS, as specified in Task 11.

Task 12 - Financial Analysis

The Contractor shall perform the following:

- 1) Prepare a financial model based upon the related technical analysis, including the design and implementation of the NII system and the ARMTS for the selected sites. The financial model shall incorporate (1) all of the costs of equipment, computer systems, possible construction, the costs of operations and maintenance, and investment costs, (2) revenues from user fees, operating concessions, non-operating concessions, and royalties, (3) inherent savings from the reduction in accidents and improved operations efficiencies, (4) forecasts of the facilities use with accompanying revenues and shall allow the Grantee to conduct sensitivity analyses based on alternative economic factors that might change revenues and costs;
- 2) Modular cost of various systems, including breakdown costs associated with the procurement and implementation of non-intrusive inspection equipment and

automated targeting equipment into categories, such as transportation, installation and commissioning, taxes, delivery times, policies, etc.;

- 3) Annual cost projections for equipment maintenance (for the life of the equipment, since this cost can vary with years of computer use), replacement cost of equipment when reaching end of life. The cost to the foreign trade cargo, per port identifying who will assume the cost;
- 4) Recommend the most suitable business model for the implementation of non-intrusive inspection equipment, looking for the least possible impact on the costs associated with foreign trade operations and technological obsolescence of equipment;
- 5) Recommend a financial model that includes the rates or tariffs to ensure self-sustainability of the equipment, including the costs associated with maintenance, updating technology and training required for non-intrusive inspection systems and automated risk management and targeting subsystems; and
- 6) A market study that focuses on the prices of the recommended technologies and analyzes the cost-benefit of each of the providers available on the market. They must also factor in delivery times for the selected equipment.

Deliverable: The Contractor shall prepare a financial analysis document in English and Spanish, as specified in Task 12.

Task 13 - Preliminary Environmental Impact Overview

The Contractor shall prepare a preliminary environmental impact assessment for the project implementation. This assessment shall include, at a minimum, a preliminary review of the project's impact, with reference to local environmental requirements and those of the potential financing agency. The assessment shall identify potential negative impacts and discuss the extent to which they can be minimized.

Deliverable: The Contractor shall prepare a Preliminary Environmental Impact Overview, as specified in this task.

Task 14 - Developmental Impact Assessment

The Contractor shall report on the potential development impacts for the project in the host country. While specific focus should be paid to the immediate impact, the Contractor shall include, where appropriate, any additional developmental benefits of the project. The Contractor's analysis of potential benefits shall be as concrete and detailed as possible. The development impact factors are intended to provide the project's decision-makers and interested parties with a broader view of the project's potential effects on the host country. The Contractor shall provide estimates of the project's potential benefits in the following areas:

- 1) Infrastructure Development: The Contractor shall provide a statement regarding the infrastructure impact giving a brief synopsis.

- 2) Market-Oriented Reforms: The Contractor shall provide a description of any regulations, laws, or institutional changes that are recommended and the effect they would have if implemented.
- 3) Human Capacity Building: The Contractor shall identify the authority, group of authorities or institution that will be in charge of the new technologies implemented, the number and type of positions that would be needed to implement, manage, and operate the proposed project as well as the number of people who will receive training and a brief description of the training program.
- 4) Technology Transfer for Productivity Enhancement: The Contractor shall provide a description of any advanced technologies that will be implemented as a result of the project. The Contractor shall provide a quantitative description of any efficiency that will be gained.
- 5) Other: The Contractor shall identify any other developmental benefits of the project, including any spinoff or demonstration effects. In addition, the Contractor shall address the coordination with the Ministry of Environment, to facilitate the process of import of equipment and commissioning in accordance with the environmental issues of the Colombian law.

Deliverable: The Contractor shall prepare a development impact assessment in English and Spanish, as specified in this task.

Task 15 - Presentation of Draft Final Report

After completion of Tasks 1 through 14, the Contractor shall review all data collected, assessments and analyses performed during the project. Based on the results of this review a draft final report shall be prepared. The Contractor shall travel to Bogotá for approximately one week to meet with Grantee and present a draft final report to the Grantee, as well as other stakeholders invited by the Grantee to the presentation. The draft final report shall contain all items required as noted in the above tasks. The Contractor shall conduct a roundtable meeting with the opportunity for major stakeholders to share comments and request clarification from the Contractor.

Deliverable: The Contractor shall prepare a draft final report in English and Spanish, as specified in this task. The Contractor will present the draft final report to the Grantee and other shareholders in a roundtable meeting to be held in Bogotá.

Task 16 - Preparation of Tender Documents

The Contractor shall prepare tender documents for the recommended NII system. The documents shall include the following, within the scope of the Project:

- 1) NII Requirements Document
- 2) NII Technical Specifications
- 3) C2 Center Requirements Overview Document
- 4) C2 Center Technical Specifications
- 5) ARMTS for Cargo - Requirements Overview Document
- 6) ARMTS for Cargo – Technical Specifications

These tender documents will be used by the Grantee to develop the Requests for Proposals (RFPs) for the respective procurements. The documents shall include wording to specify the responsibilities of the various parties involved (custom er, seaport authorities, airport authorities, transport authorities, other Colombian agencies, prime vendors, subcontractors, etc.), the specific components required for system implementation and expansion, technical performance standards to be achieved in compliance with the latest security requirements, specify the information that can be shared within agencies of the Colombian government, and specific time schedules for implementation.

Deliverable: The Contractor shall prepare tender documents in English and Spanish, as specified in this task.

Task 17 - Final Report

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

The Contractor shall provide the Grantee with six copies of the final report in English and six copies of the final report in Spanish on CD-ROM.

Notes:

- (1) All of the information provided by public and private entities of the Government of Colombia for the execution of the Contract, as well as the reports and deliverables produced by the Contractor will be handled under strict conditions of confidentiality. Nonetheless, the Grantee recognizes that there will be a public version of the Final Report.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no confidential or privileged 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, except that only the public version of the Final Report shall be distributed.
- (4) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the 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]*

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

Full Legal Name of U.S. Firm

Business Address (street address only)

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

Please provide a list of directors and principal officers as detailed in Attachment A. Attached? Yes No

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 <input type="checkbox"/> No <input type="checkbox"/>
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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 <input type="checkbox"/> No <input type="checkbox"/>
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If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?	Yes <input type="checkbox"/> Not applicable <input type="checkbox"/>
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Project Manager

Name	Surname	
	Given Name	
Address		
Telephone		
Fax		
Email		

Negotiation Prerequisites

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

U.S. Firm's Representations

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

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

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

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

Name	<input type="text"/>	Signature	<input type="text"/>
Title	<input type="text"/>		
Organization	<input type="text"/>	Date	<input type="text"/>



ATTACHMENT B

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

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

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

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

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

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



ATTACHMENT C

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

Subcontractor Information Form

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

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

Name	Surname	
	Given Name	

Address	
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Telephone	
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Fax	
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Email	
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Subcontractor's Representations

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

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

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

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

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

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

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

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

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

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

Name		Signature	
Title			
Organization		Date	