

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

LADOL ELECTRONIC MANAGEMENT PLATFORM

Submission Deadline: **2:00 PM**
LOCAL (LAGOS) TIME
June 30, 2013

Submission Place: Dr. Amy Jadesimi
Chief Executive Officer
LADOL Integrated Logistics Free Zone Enterprise
Westminster House
1601 Adeola Hopewell
Victoria Island
Lagos, Nigeria

Contacts: Phone: Tel: +234 1 461 9711
Email: jadesimi_amy@ladol.com

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

REQUEST FOR PROPOSALS

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

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

Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$220,000 to the Lagos Deep Offshore Logistics (LADOL) Integrated Logistics Free Zone Enterprise (the “Grantee”) in accordance with a grant agreement dated December 28, 2012 (the “Grant Agreement”) to provide technical assistance (“TA”) to define its IT strategy and IT infrastructure requirements in Nigeria (“Host Country”). The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the TA.

1.1 BACKGROUND SUMMARY

The Grantee owns and operates Nigeria’s only base specifically designed to meet the logistical and engineering needs of the country’s emerging deep water offshore oil and gas industry. The Grantee provides 24-hour logistics support for cargo, vessels, barges, crew changes, projects, and personnel, and also offers its clients services such as pipe coating, fabrication and assembly yards, a helicopter base, open and closed storage facilities, sewage treatment, bunkering of fuel and water, medical services, and accommodation and recreational facilities.

As the Grantee prepares to expand its business operations, it must invest in a flexible, expandable, and integrated information technology (“IT”) infrastructure to enable management, tracking, and audit of all transactions with its clients, between its departments, and with the Nigerian government. The objective of the TA is to develop over-arching information architecture for electronic management of the Grantee, integrating best practices from complex organizations and global firms, the Grantee’s strategic objectives, and IT sector development analysis. The TA will help the Grantee develop an electronic management platform to facilitate asset tracking and identity management at its logistics and engineering base in Lagos so that it may develop a secure, paperless management platform and provide service at a global standard while managing dramatic growth and expansion of its business operations. The system will be flexible, robust, and all-encompassing, and enable management, tracking and audit of all transactions with their clients, between departments, and with Government. The platform will also facilitate asset tracking and identity management to improve execution of critical logistics services that the Grantee provides. Further, the platform will interoperate effectively with enterprise systems used by the Grantee’s clients—many of them leading global firms in the oil and gas sector. Portions of a background Definitional Mission are provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of the technical assistance is to develop over-arching information architecture for electronic management of the Grantee, integrating best practices from complex organizations and global firms, the Grantee’s strategic objectives, and IT sector development analysis. The Terms of Reference (TOR) for this Technical Assistance are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

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

The amount for the contract has been established by a USTDA grant of US\$220,000. **The USTDA grant of US\$220,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$220,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached as Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called the LADOL Electronic Management Platform.

2.2 DEFINITIONS

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

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

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

2.3 DEFINITIONAL MISSION REPORT

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

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the 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\$220,000.

2.6 RESPONSIBILITY FOR COSTS

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

2.7 TAXES

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

2.8 CONFIDENTIALITY

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

2.9 ECONOMY OF PROPOSALS

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

2.10 OFFEROR CERTIFICATIONS

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

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

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

2.12 LANGUAGE OF PROPOSAL

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

2.13 PROPOSAL SUBMISSION REQUIREMENTS

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

Dr. Amy Jadesimi
Chief Executive Officer
LADOL Integrated Logistics Free Zone Enterprise
Westminster House
1601 Adeola Hopewell
Victoria Island
Lagos, Nigeria

An Original and eight (8) copies of your proposal must be received at the above address no later than 2:00PM, on June 30, 2013.

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

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

2.14 PACKAGING

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

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

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

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

2.16 AUTHORIZED SIGNATURE

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

2.17 EFFECTIVE PERIOD OF PROPOSAL

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

2.18 EXCEPTIONS

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

2.19 OFFEROR QUALIFICATIONS

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

2.20 RIGHT TO REJECT PROPOSALS

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

2.21 PRIME CONTRACTOR RESPONSIBILITY

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

2.22 AWARD

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

2.23 COMPLETE SERVICES

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

2.24 INVOICING AND PAYMENT

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

Section 3: PROPOSAL FORMAT AND CONTENT

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

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions

regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$220,000, which is a fixed amount.

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

Each proposal must include the following:

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

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

3.1 EXECUTIVE SUMMARY

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

3.2 U.S. FIRM Information

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

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

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

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

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

3.4 TECHNICAL APPROACH AND WORK PLAN

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

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

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

3.5 EXPERIENCE AND QUALIFICATIONS

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

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

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

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

Section 4: AWARD CRITERIA

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

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

Nos.	Criteria	Value (out of 100)
1	Proof of successful implementation of similar projects	20
2	The Contractor’s ability to provide high quality services – as assessed by the quality certifications of the Contractor and feedback from former clients	15
3	Experience of the Contractor in Nigeria and other emerging markets	15
4	Ability to provide solutions that are highly customized and scalable from several dozen to several thousand users, but also robust and able to withstand harsh environments and a range of users from the inexperienced to the highly skilled and demanding	20
5	Ease of maintenance of the system and the extent to which the system will rely on 3 rd Party solutions / software and external consultants	15
6	Technical and professional qualifications, capability including experience (technical merit)	15

ANNEX 1

Dr. Amy Jadesimi, Chief Executive Officer
LADOL Integrated Logistics Free Zone Enterprise
Westminster House
1601 Adeola Hopewell
Victoria Island
Lagos, Nigeria

2013-11003A: Nigeria LADOL Electronic Management Platform

POC: Anthony O'Tapi, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. LADOL Electronic Management Platform. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to provide technical assistance for the definition of the IT strategy and infrastructure requirements for the Lagos Deep Offshore Logistics (LADOL) Integrated Logistics Free Zone Enterprise ("Grantee").

LADOL has become the first and only base specifically designed to meet the logistical and engineering needs of Nigeria's deep water offshore industry. As the company prepares to expand its business operations, it must invest in a flexible, expandable, and integrated information technology (IT) infrastructure to enable management, tracking, and audit of all transactions with its clients, between its departments, and with the Nigerian government. This electronic management platform will also facilitate asset tracking and identity management at LADOL's base.

The objective of the technical assistance is to develop over-arching information architecture for electronic management of the Grantee, integrating best practices from complex organizations and global firms, the Grantee's strategic objectives, and IT sector development analysis. The U.S. firm selected will be paid in U.S. dollars from a \$220,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

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

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

will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

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

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 2:00PM local (Lagos, Nigeria) time, June 30, 2013 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

Lagos Deep Offshore Logistics Base Electronic Management Platform

Executive Summary

Lagos Deep Offshore Logistics Base (LADOL) is a new state of the art logistics base being developed opposite the Port of Apapa in Lagos. LADOL is the first and only facility of its kind in Lagos and will ensure that companies benefiting from Nigeria's deep offshore oil and gas reserves utilize companies domiciled in Nigeria to service their operations, thereby creating jobs for Nigerians as well as ensuring training, knowledge and technology transfer into Nigeria. LADOL is a fully integrated and independent and secure Base anchored around a quay of 1,000 meters. The Base provides all logistical services including stevedoring, fabrication and assembly yards, people management, catering, bunkering of fuel and water, facilities for the supply of bulk materials, helicopter base, open and closed storage facilities, sewage and waste treatment, potable water and medical services. The Base also provides quality accommodation and recreational facilities.

Information Technology (IT) investments are central to LADOL's growth strategy. LADOL management wishes to develop a secure, paperless management platform to help them to provide service at a global standard while managing dramatic growth and expansion of their business operations. The system should be flexible, robust, and all-encompassing, and enable management, tracking and audit of all transactions with their clients, between departments, and with Government. The platform must also facilitate asset tracking and identity management to improve execution of critical logistics services that the Base provides. Further, the platform must interoperate effectively with enterprise systems used by the Base's clients—many of them leading global firms in the oil and gas sector.

LADOL seeks technical assistance of a multi-faceted team capable of applying global IT strategy and governance precepts in the context of an emerging economy. LADOL's design challenge would best be addressed by a team of IT development experts that integrates best practices in private sector technology strategy, leadership of organizational change for public and private clients, systems and infrastructure engineering, and proven IT project management according to methodologies of reference.

Project Description

Lagos Deep Offshore Logistics Base (LADOL) is a new state of the art logistics base being developed opposite the Port of Apapa in Lagos. LADOL is the first and only facility of its kind in Lagos and will ensure that companies benefiting from Nigeria's deep offshore oil and gas reserves utilize companies domiciled in Nigeria to service their operations, thereby creating jobs for Nigerians as well as ensuring training, knowledge and technology transfer into Nigeria. LADOL is a fully integrated and independent and secure Base anchored around a quay of 1,000 meters. The Base provides all logistical services including stevedoring, fabrication and assembly yards, people management, catering, bunkering of fuel and water, facilities for the supply of bulk materials, helicopter base, open and closed storage facilities, sewage and waste treatment, potable water and medical services. The Base also provides quality accommodation and recreational facilities.

This base was conceived and supported by Nigerians in order to ensure that Nigeria benefits maximally from deep water offshore oil and gas exploration and production. The company has made significant investments in infrastructure, facilities and personnel in order to ensure that we provide our clients with a 1st class service. Since LADOL is located in a free zone our investors and clients will benefit from the many advantages Nigerian free zones offer. LADOL's mission is to provide great value, efficient service and state-of-the-art facilities to provide deep offshore operators with logistics and engineering services.

10 years since its foundation, the LADOL model is proving its success. Key transition points have happened in the last few years, marked by large-scale projects that previously could not have been implemented at the Base, including: a major re-rigging of an oil platform, and local storage and maintenance of 100-ton reels for drilling lines. Policy changes affecting the oil and gas sector in Nigeria signal likely new opportunities for the Base as well. The local content provisions of the new oil law require that Nigerian firms be given additional consideration in the oil and gas sector, and this is a key reason that LADOL appears positioned for steady expansion for years to come.

Information Technology (IT) investments are central to LADOL's growth strategy. LADOL management wishes to develop a secure, paperless management platform to help them to provide service at a global standard while managing dramatic growth and expansion of their business operations. The system should be flexible, robust, and all-encompassing, and enable management, tracking and audit of all transactions with their clients, between departments, and with Government. The platform must also facilitate asset tracking and identity management to improve execution of critical logistics services that the Base provides. Further, the platform must interoperate effectively with enterprise systems used by the Base's clients—many of them leading global firms in the oil and gas sector.

LADOL has arrived at a critical juncture in its IT investments. As their operations expand—perhaps quite aggressively—there is a possibility that their management systems will be deployed as disparate, disconnected investments responding to discrete needs. As a result, there is a higher risk of duplication, creating data silos, and fostering poor interoperability between IT systems. To minimize this risk, the Base must define and adhere to a set of precepts for IT strategy and governance to orient their information technology investments.

Complex organizations including global firms have successfully grappled with the technology challenges currently facing LADOL. They have done so through developing an over-arching integrated 'information architecture' that maps institutional strategy to technology strategy and governance. The role of the information architecture is to guide standardization, integration, and automation of core business processes of the enterprise to facilitate implementation of their strategy. With strategic rigor, IT investments can be approached as an integrated whole rather than as piecemeal systems. Effective strategic information architecture results in increased interoperability, seamless shared processes and data among business units, and greater agility to adopt new strategic initiatives for the enterprise. Through standardization and automation of their core processes, complex organizations can begin to realize the promise of IT including cost savings, easier scalability of their operations, and a foundation for continued innovation.

LADOL seeks technical assistance of a multi-faceted team capable of applying global IT strategy and governance precepts in the context of an emerging economy. The challenges would best be addressed by a team of IT development experts that integrates best practices in private sector technology strategy, leadership of organizational change for public and private clients, systems and infrastructure engineering, and proven IT project management according to methodologies of reference.

{Redacted}

U.S. Export Potential

The LADOL Base resembles an active small town with significant “churn” or turnover of residents coming from around the world. As a free trade zone, LADOL must deal with customs and immigration officials for all people and goods entering or leaving the Base. LADOL’s robust and expanding logistical support capabilities for offshore oil rigs require significant tracking of LADOL assets, client equipment, and warehousing. Further, all of these functions must interface with LADOL’s existing account and cash-card systems to enable rapid, frictionless, and auditable transactions and payments.

As a result the U.S. export potential of the LADOL electronic management platform could be driven not only by the software, RFID tags, and supporting systems (e.g. servers, storage, and networks) but through setting the stage for development and deployment of future systems and services. The project should not be seen narrowly as a finite ERP project; rather it should be seen as a critical part of an over-arching service oriented architecture capable of growth and expansion. Some key components will nevertheless be necessary for making the LADOL Electronic Management Platform a reality:

RFID inscription devices: RFID asset tracking systems must have a way to assign RFID tags with meaning, “signing up” new equipment tags or RFID cardholders and confirming their identity. The inscription devices required might include a fingerprint scanner or other identify verification, and a device for associating a particular RFID card with a user’s fingerprint template, and some form of storage (most likely on a database that can make this data available to other applications).

Inscription, matching, and asset tracking software modules (centrally and for end-users): Electronic management platform will have to have robust capabilities for storage of data associated with RFID tags and cards, and integration of this data with other data linked to LADOL business processes and applications (e.g. e-forms for customs clearance or checking in or out of assets). The data must be stored in templates that enable and capture auditable records of asset tracking over time, and make this data readily available for potential use by other management applications. The software must account for several types of applications and end-user devices.

Enterprise Resource Planning software platform: The central component of the entire LADOL electronic management platform must be an Enterprise Resource Planning system that is localized for their needs and industry. This ERP system will interact and share data with all

other LADOL applications and devices, with supply chain and potentially account platforms of their clients. In one way or another, this system will interact with all information and assets pertaining to LADOL, and must be open and modular enough to accommodate expansion of LADOL's assets and information need, but also potentially expanded scope of LADOL operations in the future as they identify new, adjacent services to deploy in support of their oil and gas clients. Such as system can use all the budgetary resources LADOL can allocate, but the role of the consultants will be to help them design and dimension this system to make most strategic use of these resources.

RFID Reading devices: LADOL will need an array of RFID reading devices capable of verifying the location of an array of assets and enabling tracking of their location and movements. For example, RFID reading devices might be found in trucks, at the doors of warehouses, or in the hands of workers. More powerful scanners might be used within warehouses to rapidly update total inventory.

Other End-User Devices: LADOL envision purchasing some 1,000 desktop computer terminals to facilitate user access to the Electronic management platform, and can reasonably be expected to use mobile devices (smartphones, tablets) to access key e-forms or quickly check RFID tags.

RFID Tags and Cards: LADOL will need simple RFID tags to place on items in inventory, as well as potentially needing an RFID cards for an array of applications (identification, hotel key cards, on-site cash cards).

Servers and storage: LADOL will need equipment to handle the expanded data storage and computing needs of the expanded electronic management platform.

Networking: LADOL seeks to "wire" the entire base with fiber-optic cables, and will also need to blanket the Base with high-speed wireless (Wimax or Wi-Fi).

ICT Consulting Services: ERP customization and integration with other systems is a vibrant part of the ICT service industry. A number of U.S. firms provide recognized topflight consulting services.

{Redacted}

Foreign Competition and Market Entry Issues

U.S. ICT firms enjoy strong brands and respectability drawn from a proven track record of successful implementations, topflight technical services, and adherence to rigorous technical standards. The biometrics market, however, appears to be flooded with readily available and economic Chinese options for smartcards, readers, and inscription devices.

This project can overcome these obstacles in the ICT sector. Price-performance of U.S. solutions is generally regarded to be very strong in Nigeria, even when initial capital outlay may be higher. Some U.S. firms have begun offering vendor financing in partnership with Nigerian banks to help customers manage the capital costs of buying into U.S. ICT solutions—what many

customers are coming to see as a more economic approach. LADOL has a long history of working with U.S. companies, and commitment to finding competitive U.S. technology solutions as appropriate. LADOL was able to demonstrate this through being a USTDA grantee for design of a 20 MW power plant on the Base.

More broadly in the oil and gas sector, the LADOL base could well comprise an expanding market entry opportunity for U.S. goods and services. LADOL reports wishing to engage management consultants who regularly work with U.S. firms to develop stronger relationships and leverage U.S. expertise. LADOL's primary business is logistics for the oil and gas sector in Nigeria. These services are necessarily local to Nigeria, and indeed are required to be local because of the local content provisions of the new oil law. However, the increased trade relationship with U.S. firms at LADOL could reasonably be expected to promote more specialized U.S. services to the oil and gas sector that are already being offered on the global market, so a positive promotion effect can reasonably be expected there if U.S. firms are already deeply involved with management consulting for LADOL (they are or are expected to be) and through logistics.

Developmental Impact

A comprehensive electronic management platform at the Lagos Deep Offshore Logistics base would have a direct impact in terms of Nigerian economic development as well as several potential multipliers. LADOL is the only Nigerian facility of its kind; every expansion of LADOL's capabilities in serving the oil and gas sector potentially directly increases their revenue and grows the Nigerian oil and gas service industry as a whole. Due in part to relatively recent legislative requirements to source oil and gas products and services within Nigeria wherever possible, LADOL appears poised to be a model for other bases in the country, multiplying the potential impact of development investments in LADOL today. This could be tracked by

- Reported increases in volume and speed of service as a result of the electronic management platform
- Reported service contracts won attributed in whole or in part to the Electronic Management Platform (e.g. new warehousing contracts resulting from improved RFID-enabled inventory);
- Any reported cost savings;
- Contracts with the Federal Government to replicate the LADOL model elsewhere that might build on the successes of an electronic management platform.

Impact on the Environment

Implementing an electronic management platform at LADOL could reasonably be expected to have a neutral to modest positive environmental impact, centered largely on improving logistics and efficiency of existing services to the oil and gas sector, rather than directly contributing to oil and gas extraction, flaring or refinement (which are driven by supply and availability of services in other countries). One potentially positive environmental impact could be found in having LADOL's industrial services more closely available for the offshore platforms, as this increases

services and resources that could be brought to bear to maintain safety equipment or respond to breaches or spills.

Impact on U.S. Labor

ICT is a sector where U.S. firms play a leading global role. The 'high value' inputs into these products such as research & development, or Intellectual Property are made in the U.S. As a result, ICT firms may estimate about 60%-70% U.S. content and origin of their products even when manufacturing takes place in Asia.

A very high percentage of the potential millions of dollars' worth of exports generated would go towards creating or funding jobs in the U.S. The proposed technical assistance to LADOL is in accordance with U.S. appropriations legislation for Foreign Operations, Export Financing and Related Programs. In particular the proposed technical assistance will not:

- ❖ create any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside of the United States;
- ❖ violate any internationally recognized workers' rights; or
- ❖ expand production of any commodity for export by any country other than the United States.

Professional Qualifications of Key Personnel

Developing suitable information architecture with LADOL will require a team with strong competencies in Business Process Analysis and Re-engineering, IT and Telecommunications Engineering, and IT Strategy. The Contractor shall identify in their Technical Proposal professional personnel who meet or exceed the following minimum criteria:

IT Systems Engineer

The IT Systems Engineer will take the lead technical role in gathering technical requirements and assisting the LADOL in designing appropriate systems to implement an electronic management platform for LADOL. In addition the IT Engineer will prepare detailed vendor-neutral technical specifications and equipment lists to form part of draft bid tender documents.

The IT Systems Engineer should hold at least a Bachelor's degree in Engineering, and should have a minimum of 10 years' experience in the IT sector, and will have top-flight knowledge of and demonstrated experience working with a broad range of platforms and technologies relevant to IT and IT-enabled industry such as:

- wireless, fiber-optic, and fixed-line Internet Protocol transmission, routing, and exchange infrastructure;

- network operation center construction and operation;
- business data communications solutions;
- network security solutions;
- IP videoconferencing, CCTV, and telephony
- Radio Frequency ID systems for inventory or asset tracking

The IT Engineer shall demonstrate strong knowledge of electronic management solutions and platforms, preferably in emerging economies.

Business Process Re-engineering Specialist

The Business Process Re-engineering Specialist will take the lead on mapping and analyzing LADOL workflows and on developing strategies to improve and automate LADOL business processes for greater economy, efficiency, and effectiveness.

The Business Process Re-engineering Specialist will have at least 5 years' experience leading organizational change initiatives in large complex public and private sector entities to achieve quantifiable results in terms of process improvement, cost savings, or improved service delivery. The Specialist will have direct experience implementing organizational assessment techniques to guide these change initiatives. The Specialist should have a relevant undergraduate or graduate degree (e.g. Business, Systems Engineering).

IT Strategy Specialist and Project Manager

The IT Strategy Specialist will take the lead in facilitating LADOL development and adoption of a unified vision for their information architecture, defining the key qualifications for a Chief Information Officer for the LADOL, and in liaising with the LADOL as Project Manager.

The IT Strategy Specialist will have at least 12 years' progressively more responsible experience guiding technology strategy in complex organizations, and demonstrate a strong knowledge of global good practice in information technology strategy in global firms, governments, and other complex organizations.

The IT Strategy Specialist will have a graduate degree in a relevant discipline (business, computer science, systems engineering).

Enterprise Resource Planning Specialist

The Enterprise Resource Planning Specialist will take the lead on evaluating and recommending software products and approaches for the LADOL electronic management platform. The Specialist shall have 10 or more years of progressively more responsible professional experience in IT Project management, business process optimization, and application development or support. The ideal candidate will have led successful implementation of Enterprise Resource Planning/electronic management platforms for clients or similar or greater size than LADOL, preferably with experience in emerging economies and the oil and gas sector.

The Enterprise Resource Planning Specialist will have a Bachelor's degree or higher in applied Computer Science.

{Redacted}

ANNEX 3



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

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

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

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

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

NATIONALITY:

1) Rule

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

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

2) Application

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

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

3) Definitions

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

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

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

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

SOURCE AND ORIGIN:

1) Rule

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

2) Application

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

3) Definitions

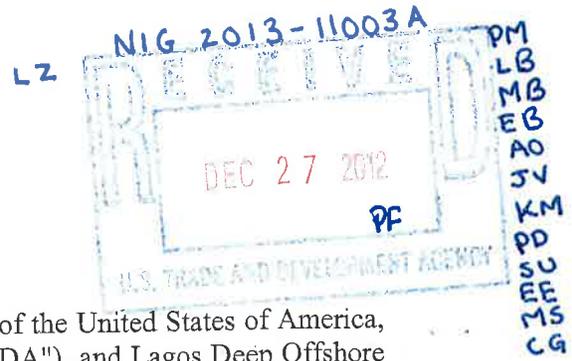
“Source” means the country from which shipment is made.

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

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

ANNEX 4

Original 1/2



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 Lagos Deep Offshore Logistics (LADOL) Integrated Logistics Free Zone Enterprise ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$220,000 ("USTDA Grant") to fund the cost of goods and services required for technical assistance ("TA") on the LADOL Electronic Management Platform ("Project") in the Federal Republic of Nigeria ("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

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

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee Competitive Selection Procedures

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

Handwritten signature or initials

(www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(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

A handwritten signature in black ink, appearing to be 'CJ 297', is located in the bottom right corner of the page.

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

(B) Contractor Invoice Requirements

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

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is July 31, 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.

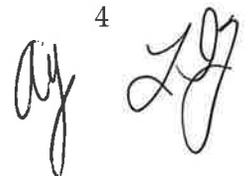
(B) Marine

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

Handwritten signatures and initials in the bottom right corner of the page.

(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. 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 Chief Executive Officer. 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

5


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: Chief Executive Officer
LADOL Integrated Logistics Free Zone Enterprise
Westminster House
1601 Adeola Hopewell
Victoria Island
Lagos, Nigeria

Phone: +234 1 461 9711
E-Mail: jadesimi_amy@ladol.com

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

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

All such communications shall be in English, unless the parties otherwise agree in writing. 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.: 11 13/14 1001
Activity No.: 2013-11003A
Reservation No.: 2013057
Grant No.: GH201311057

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

OK 6 207

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.

22. Governing Law

This Grant Agreement shall be governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of federal law, the laws of the State of New York shall apply.

23. Counterparts

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

7


IN WITNESS WHEREOF, the Government of the United States of America and LADOL Integrated Logistics Free Zone Enterprise, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the United States of America

For LADOL Integrated Logistics Free Zone Enterprise

By: 


By: Dr. Amy Jaderini

Date: December 25, 2012

Date: 22nd December 2012.

Witnessed:

Witnessed: 

By: 

By: Cecilia Elabi

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex I

Terms of Reference

The Grantee owns and operates Nigeria's only base specifically designed to meet the logistical and engineering needs of the country's emerging deep water offshore oil and gas industry. The Grantee provides 24-hour logistics support for cargo, vessels, barges, crew changes, projects, and personnel, and also offers its clients services such as pipe coating, fabrication and assembly yards, a helicopter base, open and closed storage facilities, sewage treatment, bunkering of fuel and water, medical services, and accommodation and recreational facilities.

As the Grantee prepares to expand its business operations, it must invest in a flexible, expandable, and integrated information technology ("IT") infrastructure to enable management, tracking, and audit of all transactions with its clients, between its departments, and with the Nigerian government. The objective of the technical assistance is to develop over-arching information architecture for electronic management of the Grantee, integrating best practices from complex organizations and global firms, the Grantee's strategic objectives, and IT sector development analysis. The technical assistance shall help the Grantee develop an electronic management platform to facilitate asset tracking and identity management at its logistics and engineering base in Lagos so that it may develop a secure, paperless management platform and provide service at a global standard while managing dramatic growth and expansion of its business operations. The system shall be flexible, robust, and all-encompassing, and enable management, tracking and audit of all transactions with their clients, between departments, and with Government. The platform shall also facilitate asset tracking and identity management to improve execution of critical logistics services that the Grantee provides. Further, the platform shall interoperate effectively with enterprise systems used by the Grantee's clients—many of them leading global firms in the oil and gas sector.

Task 1: Conduct Preliminary Analysis

The Contractor shall conduct a desk study surveying the Grantee's business development strategies, and international best practices in information architecture for complex organizations, particularly in the oil and gas sector.

The Contractor shall review, at a minimum:

- Current business research results culling lessons on effective information architectures from complex organizations and global firms from business journals and publishers of reference, including but not limited to Sloan Business Review, Harvard Business Review, and McKinsey Quarterly; and
- At least two (2) successful electronic management implementation strategies in emerging economies, particularly in the oil & gas sector.

cy 203

The Contractor shall prepare an 8 - 10 page report (excluding any appendices and the Executive Summary) summarizing its methodology of review and selection of relevant examples (“Summary Report”), highlighting approaches to:

- Open-source versus proprietary platforms for electronic management;
- Potentially applicable private sector information architecture strategies; and
- Potentially applicable public sector information architecture strategies,

which appear to be strongly relevant to the Nigerian context. In the report, the Contractor shall also outline a set of provisional recommendations for pursuing information architecture development for electronic management in Nigeria.

The Contractor shall prepare a 15 - 20 slide PowerPoint presentation for delivery to the Grantee’s management and any key stakeholders as designated by the Grantee. The presentation shall summarize the methodology and findings of the desk study and present provisional recommendations for developing electronic management information architecture in Nigeria. The PowerPoint presentation shall include all citations and any key discussion points from the Summary Report in the notes section of relevant slides.

All deliverables under Task 1 shall be transmitted to the Grantee’s management for review and comment before the Contractor travels to Nigeria.

Task 1 Deliverable: The Contractor shall prepare a report including all work performed under Task 1. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Conduct a Business Process and Organizational Network Analysis

With input from the Grantee, the Contractor shall visit all departments and operational areas of the Grantee to develop a map of the Grantee’s workflow and business processes from a transactional perspective. In particular, the Contractor shall consider what products or services are produced in each business unit, to whom they are provided, and what products or services the business unit needs from other units, clients, or the government to effectively work. The Contractor shall specifically note common needs across departments to access services or data to work effectively including, at a minimum:

- Information technology implementation and support;
- Human resources services;
- Supply chain or procurement;
- Property or facilities management;
- Identity and access management;
- Document or records management; and
- Customer interaction and customer relationship management.



Over the course of this analysis the Contractor shall note specific uses of IT by the Grantee staff to do their jobs including, at a minimum:

- Facilities management and asset tracking;
- Identity and access management;
- Regulatory compliance monitoring;
- Customs clearance; and
- Transaction management.

The Contractor shall prepare a comprehensive network diagram or series of diagrams mapping current business processes within the Grantee from a transactional perspective. The diagrams shall graphically demonstrate that some units are providing critical products or services for the Grantee to function effectively. When demonstrating transactions in the network diagram, the Contractor may depict particularly important operating units as networks nodes with comparatively large numbers of links with other units.

Specifically the Contractor shall note opportunities for sharing processes, services, and data across the Grantee's operating units that are highlighted by the transactional network diagrams.

Task 2 Deliverable: The Contractor shall prepare a report including all work performed under Task 2. The Task 2 Deliverable shall be included in the Final Report.

Task 3: Develop an Orienting Vision for the Grantee's Information Architecture

Based on a detailed understanding of the Grantee's work processes and overarching strategy, the Contractor shall, with the Grantee's input, develop a one (1) to three (3) paragraph problem statement describing the entire complex problem posed by current Grantee workflows and services. The statement shall specifically point to the array of challenges and needs that IT systems may help to address.

The Contractor shall, with the Grantee's input, refine an overarching strategic goal for their desired information architecture in order to orient any and all architecture, systems, or applications that will be implemented by the Grantee.

The Contractor shall, with the Grantee's input, develop a one-page, non-technical conceptual diagram that depicts the desired processes, shared data, and points of interface with the clients and the Government of Nigeria. This diagram shall be conceptual rather than technical, and will be developed specifically to describe the overarching system, upon which the electronic management initiative would build, to non-technical senior Grantee management, clients and the Government of Nigeria.

Based on Task 2, the Contractor shall prepare a comprehensive network diagram or series of diagrams mapping the desired business processes within the Grantee from a



transactional perspective, which includes the Grantee's input. The diagrams shall graphically demonstrate how shared data and processes can improve the efficiency and/or economy of the Grantee in providing key products or services enabling the Grantee to function more effectively through sharing processes, services or data across the Grantee's operating units.

Task 3 Deliverable: The Contractor shall prepare a report including all work performed under Task 3. The Task 3 Deliverable shall be included in the Final Report.

Task 4: Evaluate Software Platforms to Realize the Architecture

The Contractor shall evaluate software and communications platforms based on the Grantee's overarching technology strategy. In particular, the Contractor shall evaluate the implications of the Grantee's commitment to relevant proprietary or open-source software platforms and evaluate them at a minimum with respect to:

- The strategic fit of the platform with the Grantee's technology strategy, the business requirements of the Grantee, and the Nigerian context;
- How the platform may evolve in the future through changes in the Grantee's strategic direction or in the IT industry generally;
- The total cost of ownership for the first year and subsequent four (4) years for key components of the software platform; and
- The level of security offered by the platform and its fit for the Grantee's applications.

The Contractor shall develop a comprehensive 10 - 15 page report (excluding all appendices and the Executive Summary) including an implementation budget and work plan, which describes the Contractor's processes and methodologies, evaluates at least four (4) open source and/or proprietary software platforms, and demonstrates the strongest fit of one (1) platform for the Grantee's strategy. This report shall include an implementation budget and work plan for implementation of the recommended software platform.

Task 4 Deliverable: The Contractor shall prepare a report including all work performed under Task 4. The Task 4 Deliverable shall be included in the Final Report.

Task 5: Perform an Infrastructure and Hardware Analysis

The Contractor shall define the minimum infrastructure and hardware requirements to deploy the Grantee's electronic management platform. At a minimum, the Contractor shall assess:

- The minimum number of servers and their approximate locations to enable an agile and responsive user experience;

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized 'G' and the second is a more complex, cursive signature.

- The minimum technical specifications for client devices to access and use the Grantee's platform responsively for the Grantee's many business processes;
- The Grantee's Local Area Network needs of including switches, routers, cabling or wireless connections;
- Applicability of Voice Over Internet Protocol ("IP") or videoconferencing devices for the Grantee's platform;
- Potential interoperability of Closed Circuit Television systems;
- Radio Frequency Identification ("RFID") systems for Asset Tracking and Management;
- Identity and Access Management ("IAM") Systems;
- The Grantee's data storage and access needs;
- The minimum security requirements for servers, networks, and access devices to the electronic management platform;
- A network and security operations center for the platform;
- Minimum infrastructure requirements for business continuity and disaster recovery to ensure failsafe operation of the Grantee's electronic management platform and potential information architecture approaches to achieve these requirements; and
- Relevant, technical standards to be observed to ensure highest degree of operation and interoperability for systems comprising of the electronic management platform, which enable future growth. This would include the following, at a minimum:
 - RFID;
 - IAM;
 - Cyber Security;
 - IP communications;
 - and end-user devices.

The Contractor shall prepare a comprehensive list of the Grantee's requirements for the electronic management platform in terms of technical standards, connectivity, user devices, data storage, security, communications technologies, asset tracking and management, identity and access management, network and security operations, and disaster recovery and business continuity.

The Contractor shall prepare a conceptual information architecture diagram that shall have a clear relationship with the Grantee's overarching information architecture depicting the requirements identified under Task 5.

The Contractor shall prepare a equipment list, including spares, and approximate prices, specifically to address the Grantee's requirements identified under Task 5.

Task 5 Deliverable: The Contractor shall prepare a report including all work performed under Task 5. The Task 5 Deliverable shall be included in the Final Report.

Task 6: Draft Model Procurement Documents

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized 'dy' and the second is a more complex signature, possibly 'LJ'.

The Contractor shall provide the Grantee with key draft documents that will enable it to procure critical goods and services for the electronic management platform.

The Contractor shall develop:

- A succinct, approximately two (2) page project description outlining the nature of the overarching Grantee platform and strategic objectives to be served by its implementation. As a part of the description, the Contractor shall specifically note how this will be relevant to the recommended goods or services procurements;
- Minimum technical specifications for the recommended goods or services procurements, accompanied by technical diagrams as required (i.e. a network topology) and comprehensive description of design requirements to be fulfilled by the recommended goods or services procurements;
- Bid tender documents for technical surveys or studies, equipment procurement and installation, or turn-key infrastructure development as determined to be required and appropriate by the Contractor and the Grantee to implement any part of the Grantee's electronic management platform; and
- A document outlining recommended evaluation criteria and a scoring system for technical and cost proposals submitted under any tenders for the Project.

Task 6 Deliverable: The Contractor shall prepare a report including all work performed under Task 6. The Task 6 Deliverable shall be included in the Final Report.

Task 7: Perform a Chief Information Officer Position Analysis

The Contractor shall, with the Grantee's input, prepare a comprehensive job analysis for the position of Chief Information Officer (CIO) for the Grantee, who will be charged with guiding the implementation of the Grantee's information architecture. At a minimum this draft job analysis shall specify:

- The duties and responsibilities of the CIO expressed as concrete, observable actions
- The specific knowledge, skills, abilities, and other characteristics required for the position of the Grantee's CIO
- The scope of authority of the CIO and to whom the CIO would report.

Task 7 Deliverable: The Contractor shall prepare a report including all work performed under Task 7. The Task 7 Deliverable shall be included in the Final Report.

Task 8: Implement a Grantee Business Roundtable

The Contractor shall, with the Grantee's support, host a meeting in Lagos with national and international information and communication technology (ICT) firms. In this meeting the Contractor shall:

- Present summary findings of the design and technical assistance provided to the Grantee; and
- Outline technology and service requirements to implement the Project.

The Contractor shall, with the Grantee's input:

- Develop a potential list of firms to be invited to the meeting and issue these invitations, requiring that firms contact the Grantee directly to confirm their invitation; and
- Cover any expenses related to reproduction of reports or presentations requested by the Grantee for the event up to a total budget line amount of US\$1,000.

The Contractor shall prepare a memorandum outlining the process followed, ICT firms contacted, meeting summaries, any supporting documentation (i.e. presentations), and a complete list (including name, position held, company, phone and email) of individuals contacted and individuals who attended the meeting.

Task 8 Deliverable: The Contractor shall prepare a report including all work performed under Task 8. The Task 8 Deliverable shall be included in the Final Report.

Task 9: Draft a Development Impact Assessment

The Contractor shall conduct a development impact assessment of the Project. The purpose of the development impact assessment is to provide the Project's decision makers and interested parties with a broader view of the Project's potential effects on Nigeria. The development impact assessment shall identify the anticipated impacts of the Project in the following categories:

- (1) Infrastructure: The Contractor shall identify the anticipated infrastructure impacts of the Project, giving a brief synopsis and concrete examples of such impacts, specifically addressing new infrastructure that would be developed.
- (2) Human Capacity Building: The Contractor shall identify the anticipated number and types of local jobs that will be created as a result of the Project. The Contractor shall also identify the number of local people who would receive training and the types of training programs required for the Project.
- (3) Technology Transfer and Productivity Enhancement: The Contractor shall identify the anticipated advance in technologies that would be mobilized through this Project, and especially any technologies which would be new to the Nigerian

market. The Contractor shall also identify anticipated efficiencies that would be gained as a result of the Project.

- (4) Market Oriented Reform: The Contractor shall provide a description of any regulations, laws, or institutional changes that are recommended pursuant to these Terms of Reference and the effect they would have if implemented.
- (5) Other: The Contractor shall identify any other anticipated development impacts or benefits that would result from the Project such as positive spin-off effects on unrelated economic sectors, increased good governance and transparency, private sector participation, etc.

Task 9 Deliverable: The Contractor shall prepare a report including all work performed under Task 9. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Conduct a Preliminary Environmental Impact Assessment

The Contractor shall conduct a preliminary analysis of the Project's anticipated impact on the environment with reference to Nigerian environmental laws and regulations. The Contractor's assessment shall make reference to local requirements and those of multilateral lending agencies, such as the World Bank. The Contractor shall identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Grantee subsequent to the completion of the TA and prior to Project implementation. The Contractor shall identify areas requiring special consideration for environmental controls. In addition, the environmental analysis should also include a discussion of any legal issues that would impact the Project's viability or ability to move forward. The Contractor's assessment shall also include any potential positive impacts. The Contractor shall not be expected to prepare a complete environmental impact assessment.

Task 10 Deliverable: The Contractor shall prepare a report including all work performed under Task 10. The Task 10 Deliverable shall be included in the Final Report.

Task 11: U.S. Sources of Supply

While aiming at optimum specifications and characteristics for the Project, the Contractor 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.

Task 11 Deliverable: The Contractor shall prepare a report including all work performed under Task 11. The Task 11 Deliverable shall be included in the Final Report.

Task 12: Draft a Final Report

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

A handwritten signature in black ink, appearing to be 'Ay 227', is located at the bottom right of the page.

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 Lagos Deep Offshore Logistics (LADOL) Integrated Logistics Free Zone Enterprise ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the LADOL Electronic Management Platform project ("Project") in the Federal Republic of Nigeria ("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

cy *703*

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.

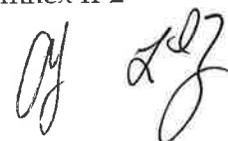
C. Nationality, Source and Origin

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.

Annex II-2

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

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.

Handwritten initials 'ay' and 'ZJ' in black ink.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds 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. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon Contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon 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.

(3) Contractor Invoice Requirements

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

(a) Contractor's Invoice

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

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

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

(ii) For Contract performance milestone payments:

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized 'Gy' and the second is a more complex, cursive signature.

"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."

(iii) For final payment:

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

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

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

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

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

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

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

Handwritten signature and initials, possibly "af" and "207", in black ink.

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 is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the value of the work performed pursuant to the terms of this Contract.

(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.

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

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. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

(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 July 31, 2013, is the date by which the Contract Parties estimate that the TA will have been completed.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized, cursive 'M' or similar character. The second signature is a more complex cursive signature, possibly 'A. J.' or similar.

(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. 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 TA 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.

N. USTDA Address and Fiscal Data

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

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

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

Fiscal Data:

Appropriation No.:	11 13/14 1001
Activity No.:	2013-11003A
Reservation No.:	2013057
Grant No.:	GH201311057

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Client 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.

P. 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.

Q. 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.

R. 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.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

S. 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.

Two handwritten signatures in black ink, one on the left and one on the right, positioned below the page number.

ANNEX 5

Annex I

Terms of Reference

The Grantee owns and operates Nigeria's only base specifically designed to meet the logistical and engineering needs of the country's emerging deep water offshore oil and gas industry. The Grantee provides 24-hour logistics support for cargo, vessels, barges, crew changes, projects, and personnel, and also offers its clients services such as pipe coating, fabrication and assembly yards, a helicopter base, open and closed storage facilities, sewage treatment, bunkering of fuel and water, medical services, and accommodation and recreational facilities.

As the Grantee prepares to expand its business operations, it must invest in a flexible, expandable, and integrated information technology ("IT") infrastructure to enable management, tracking, and audit of all transactions with its clients, between its departments, and with the Nigerian government. The objective of the technical assistance is to develop over-arching information architecture for electronic management of the Grantee, integrating best practices from complex organizations and global firms, the Grantee's strategic objectives, and IT sector development analysis. The technical assistance shall help the Grantee develop an electronic management platform to facilitate asset tracking and identity management at its logistics and engineering base in Lagos so that it may develop a secure, paperless management platform and provide service at a global standard while managing dramatic growth and expansion of its business operations. The system shall be flexible, robust, and all-encompassing, and enable management, tracking and audit of all transactions with their clients, between departments, and with Government. The platform shall also facilitate asset tracking and identity management to improve execution of critical logistics services that the Grantee provides. Further, the platform shall interoperate effectively with enterprise systems used by the Grantee's clients—many of them leading global firms in the oil and gas sector.

Task 1: Conduct Preliminary Analysis

The Contractor shall conduct a desk study surveying the Grantee's business development strategies, and international best practices in information architecture for complex organizations, particularly in the oil and gas sector.

The Contractor shall review, at a minimum:

- Current business research results culling lessons on effective information architectures from complex organizations and global firms from business journals and publishers of reference, including but not limited to Sloan Business Review, Harvard Business Review, and McKinsey Quarterly; and
- At least two (2) successful electronic management implementation strategies in emerging economies, particularly in the oil & gas sector.

cy 203

The Contractor shall prepare an 8 - 10 page report (excluding any appendices and the Executive Summary) summarizing its methodology of review and selection of relevant examples (“Summary Report”), highlighting approaches to:

- Open-source versus proprietary platforms for electronic management;
- Potentially applicable private sector information architecture strategies; and
- Potentially applicable public sector information architecture strategies,

which appear to be strongly relevant to the Nigerian context. In the report, the Contractor shall also outline a set of provisional recommendations for pursuing information architecture development for electronic management in Nigeria.

The Contractor shall prepare a 15 - 20 slide PowerPoint presentation for delivery to the Grantee’s management and any key stakeholders as designated by the Grantee. The presentation shall summarize the methodology and findings of the desk study and present provisional recommendations for developing electronic management information architecture in Nigeria. The PowerPoint presentation shall include all citations and any key discussion points from the Summary Report in the notes section of relevant slides.

All deliverables under Task 1 shall be transmitted to the Grantee’s management for review and comment before the Contractor travels to Nigeria.

Task 1 Deliverable: The Contractor shall prepare a report including all work performed under Task 1. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Conduct a Business Process and Organizational Network Analysis

With input from the Grantee, the Contractor shall visit all departments and operational areas of the Grantee to develop a map of the Grantee’s workflow and business processes from a transactional perspective. In particular, the Contractor shall consider what products or services are produced in each business unit, to whom they are provided, and what products or services the business unit needs from other units, clients, or the government to effectively work. The Contractor shall specifically note common needs across departments to access services or data to work effectively including, at a minimum:

- Information technology implementation and support;
- Human resources services;
- Supply chain or procurement;
- Property or facilities management;
- Identity and access management;
- Document or records management; and
- Customer interaction and customer relationship management.



Over the course of this analysis the Contractor shall note specific uses of IT by the Grantee staff to do their jobs including, at a minimum:

- Facilities management and asset tracking;
- Identity and access management;
- Regulatory compliance monitoring;
- Customs clearance; and
- Transaction management.

The Contractor shall prepare a comprehensive network diagram or series of diagrams mapping current business processes within the Grantee from a transactional perspective. The diagrams shall graphically demonstrate that some units are providing critical products or services for the Grantee to function effectively. When demonstrating transactions in the network diagram, the Contractor may depict particularly important operating units as networks nodes with comparatively large numbers of links with other units.

Specifically the Contractor shall note opportunities for sharing processes, services, and data across the Grantee's operating units that are highlighted by the transactional network diagrams.

Task 2 Deliverable: The Contractor shall prepare a report including all work performed under Task 2. The Task 2 Deliverable shall be included in the Final Report.

Task 3: Develop an Orienting Vision for the Grantee's Information Architecture

Based on a detailed understanding of the Grantee's work processes and overarching strategy, the Contractor shall, with the Grantee's input, develop a one (1) to three (3) paragraph problem statement describing the entire complex problem posed by current Grantee workflows and services. The statement shall specifically point to the array of challenges and needs that IT systems may help to address.

The Contractor shall, with the Grantee's input, refine an overarching strategic goal for their desired information architecture in order to orient any and all architecture, systems, or applications that will be implemented by the Grantee.

The Contractor shall, with the Grantee's input, develop a one-page, non-technical conceptual diagram that depicts the desired processes, shared data, and points of interface with the clients and the Government of Nigeria. This diagram shall be conceptual rather than technical, and will be developed specifically to describe the overarching system, upon which the electronic management initiative would build, to non-technical senior Grantee management, clients and the Government of Nigeria.

Based on Task 2, the Contractor shall prepare a comprehensive network diagram or series of diagrams mapping the desired business processes within the Grantee from a



transactional perspective, which includes the Grantee's input. The diagrams shall graphically demonstrate how shared data and processes can improve the efficiency and/or economy of the Grantee in providing key products or services enabling the Grantee to function more effectively through sharing processes, services or data across the Grantee's operating units.

Task 3 Deliverable: The Contractor shall prepare a report including all work performed under Task 3. The Task 3 Deliverable shall be included in the Final Report.

Task 4: Evaluate Software Platforms to Realize the Architecture

The Contractor shall evaluate software and communications platforms based on the Grantee's overarching technology strategy. In particular, the Contractor shall evaluate the implications of the Grantee's commitment to relevant proprietary or open-source software platforms and evaluate them at a minimum with respect to:

- The strategic fit of the platform with the Grantee's technology strategy, the business requirements of the Grantee, and the Nigerian context;
- How the platform may evolve in the future through changes in the Grantee's strategic direction or in the IT industry generally;
- The total cost of ownership for the first year and subsequent four (4) years for key components of the software platform; and
- The level of security offered by the platform and its fit for the Grantee's applications.

The Contractor shall develop a comprehensive 10 - 15 page report (excluding all appendices and the Executive Summary) including an implementation budget and work plan, which describes the Contractor's processes and methodologies, evaluates at least four (4) open source and/or proprietary software platforms, and demonstrates the strongest fit of one (1) platform for the Grantee's strategy. This report shall include an implementation budget and work plan for implementation of the recommended software platform.

Task 4 Deliverable: The Contractor shall prepare a report including all work performed under Task 4. The Task 4 Deliverable shall be included in the Final Report.

Task 5: Perform an Infrastructure and Hardware Analysis

The Contractor shall define the minimum infrastructure and hardware requirements to deploy the Grantee's electronic management platform. At a minimum, the Contractor shall assess:

- The minimum number of servers and their approximate locations to enable an agile and responsive user experience;

Two handwritten signatures in black ink, one on the left and one on the right, positioned below the page number.

- The minimum technical specifications for client devices to access and use the Grantee's platform responsively for the Grantee's many business processes;
- The Grantee's Local Area Network needs of including switches, routers, cabling or wireless connections;
- Applicability of Voice Over Internet Protocol ("IP") or videoconferencing devices for the Grantee's platform;
- Potential interoperability of Closed Circuit Television systems;
- Radio Frequency Identification ("RFID") systems for Asset Tracking and Management;
- Identity and Access Management ("IAM") Systems;
- The Grantee's data storage and access needs;
- The minimum security requirements for servers, networks, and access devices to the electronic management platform;
- A network and security operations center for the platform;
- Minimum infrastructure requirements for business continuity and disaster recovery to ensure failsafe operation of the Grantee's electronic management platform and potential information architecture approaches to achieve these requirements; and
- Relevant, technical standards to be observed to ensure highest degree of operation and interoperability for systems comprising of the electronic management platform, which enable future growth. This would include the following, at a minimum:
 - RFID;
 - IAM;
 - Cyber Security;
 - IP communications;
 - and end-user devices.

The Contractor shall prepare a comprehensive list of the Grantee's requirements for the electronic management platform in terms of technical standards, connectivity, user devices, data storage, security, communications technologies, asset tracking and management, identity and access management, network and security operations, and disaster recovery and business continuity.

The Contractor shall prepare a conceptual information architecture diagram that shall have a clear relationship with the Grantee's overarching information architecture depicting the requirements identified under Task 5.

The Contractor shall prepare a equipment list, including spares, and approximate prices, specifically to address the Grantee's requirements identified under Task 5.

Task 5 Deliverable: The Contractor shall prepare a report including all work performed under Task 5. The Task 5 Deliverable shall be included in the Final Report.

Task 6: Draft Model Procurement Documents

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized 'dy' and the second is a more complex signature, possibly 'LJ'.

The Contractor shall provide the Grantee with key draft documents that will enable it to procure critical goods and services for the electronic management platform.

The Contractor shall develop:

- A succinct, approximately two (2) page project description outlining the nature of the overarching Grantee platform and strategic objectives to be served by its implementation. As a part of the description, the Contractor shall specifically note how this will be relevant to the recommended goods or services procurements;
- Minimum technical specifications for the recommended goods or services procurements, accompanied by technical diagrams as required (i.e. a network topology) and comprehensive description of design requirements to be fulfilled by the recommended goods or services procurements;
- Bid tender documents for technical surveys or studies, equipment procurement and installation, or turn-key infrastructure development as determined to be required and appropriate by the Contractor and the Grantee to implement any part of the Grantee's electronic management platform; and
- A document outlining recommended evaluation criteria and a scoring system for technical and cost proposals submitted under any tenders for the Project.

Task 6 Deliverable: The Contractor shall prepare a report including all work performed under Task 6. The Task 6 Deliverable shall be included in the Final Report.

Task 7: Perform a Chief Information Officer Position Analysis

The Contractor shall, with the Grantee's input, prepare a comprehensive job analysis for the position of Chief Information Officer (CIO) for the Grantee, who will be charged with guiding the implementation of the Grantee's information architecture. At a minimum this draft job analysis shall specify:

- The duties and responsibilities of the CIO expressed as concrete, observable actions
- The specific knowledge, skills, abilities, and other characteristics required for the position of the Grantee's CIO
- The scope of authority of the CIO and to whom the CIO would report.

Task 7 Deliverable: The Contractor shall prepare a report including all work performed under Task 7. The Task 7 Deliverable shall be included in the Final Report.

Task 8: Implement a Grantee Business Roundtable

The Contractor shall, with the Grantee's support, host a meeting in Lagos with national and international information and communication technology (ICT) firms. In this meeting the Contractor shall:

- Present summary findings of the design and technical assistance provided to the Grantee; and
- Outline technology and service requirements to implement the Project.

The Contractor shall, with the Grantee's input:

- Develop a potential list of firms to be invited to the meeting and issue these invitations, requiring that firms contact the Grantee directly to confirm their invitation; and
- Cover any expenses related to reproduction of reports or presentations requested by the Grantee for the event up to a total budget line amount of US\$1,000.

The Contractor shall prepare a memorandum outlining the process followed, ICT firms contacted, meeting summaries, any supporting documentation (i.e. presentations), and a complete list (including name, position held, company, phone and email) of individuals contacted and individuals who attended the meeting.

Task 8 Deliverable: The Contractor shall prepare a report including all work performed under Task 8. The Task 8 Deliverable shall be included in the Final Report.

Task 9: Draft a Development Impact Assessment

The Contractor shall conduct a development impact assessment of the Project. The purpose of the development impact assessment is to provide the Project's decision makers and interested parties with a broader view of the Project's potential effects on Nigeria. The development impact assessment shall identify the anticipated impacts of the Project in the following categories:

- (1) Infrastructure: The Contractor shall identify the anticipated infrastructure impacts of the Project, giving a brief synopsis and concrete examples of such impacts, specifically addressing new infrastructure that would be developed.
- (2) Human Capacity Building: The Contractor shall identify the anticipated number and types of local jobs that will be created as a result of the Project. The Contractor shall also identify the number of local people who would receive training and the types of training programs required for the Project.
- (3) Technology Transfer and Productivity Enhancement: The Contractor shall identify the anticipated advance in technologies that would be mobilized through this Project, and especially any technologies which would be new to the Nigerian

market. The Contractor shall also identify anticipated efficiencies that would be gained as a result of the Project.

- (4) Market Oriented Reform: The Contractor shall provide a description of any regulations, laws, or institutional changes that are recommended pursuant to these Terms of Reference and the effect they would have if implemented.
- (5) Other: The Contractor shall identify any other anticipated development impacts or benefits that would result from the Project such as positive spin-off effects on unrelated economic sectors, increased good governance and transparency, private sector participation, etc.

Task 9 Deliverable: The Contractor shall prepare a report including all work performed under Task 9. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Conduct a Preliminary Environmental Impact Assessment

The Contractor shall conduct a preliminary analysis of the Project's anticipated impact on the environment with reference to Nigerian environmental laws and regulations. The Contractor's assessment shall make reference to local requirements and those of multilateral lending agencies, such as the World Bank. The Contractor shall identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Grantee subsequent to the completion of the TA and prior to Project implementation. The Contractor shall identify areas requiring special consideration for environmental controls. In addition, the environmental analysis should also include a discussion of any legal issues that would impact the Project's viability or ability to move forward. The Contractor's assessment shall also include any potential positive impacts. The Contractor shall not be expected to prepare a complete environmental impact assessment.

Task 10 Deliverable: The Contractor shall prepare a report including all work performed under Task 10. The Task 10 Deliverable shall be included in the Final Report.

Task 11: U.S. Sources of Supply

While aiming at optimum specifications and characteristics for the Project, the Contractor 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.

Task 11 Deliverable: The Contractor shall prepare a report including all work performed under Task 11. The Task 11 Deliverable shall be included in the Final Report.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized 'Y' or 'J' shape, and the second is a more complex, cursive signature.

Task 12: Draft a Final Report

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

Handwritten signature in black ink, appearing to be 'Ay 227'.

ANNEX 6



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

U.S. Firm Information Form

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

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

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

Activity Title *[To be completed by USTDA]*

Full Legal Name of U.S. Firm

Business Address (street address only)

Telephone	Fax	Website
-----------	-----	---------

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"/>
--	--

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"/>
--	--

If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?	Yes <input type="checkbox"/> Not applicable <input type="checkbox"/>
---	--

Project Manager

Name	Surname	
	Given Name	
Address		
Telephone		
Fax		
Email		

Negotiation Prerequisites

Discuss any current or anticipated commitments which may impact the ability of the U.S. Firm or its subcontractors to complete the Activity as proposed and reflect such impact within the project schedule.	
--	--

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

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

U.S. Firm's Representations

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

1. U.S. Firm is a [check one] Corporation LLC Partnership Sole Proprietor Other:
 duly organized, validly existing and in good standing under the laws of the State of:
 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]	
--	--

Activity Title [To be completed by USTDA]	
---	--

Full Legal Name of U.S. Firm	
------------------------------	--

Full Legal Name of Shareholder	
--------------------------------	--

Business Address of Shareholder (street address only)	
---	--

Telephone number		Fax Number	
------------------	--	------------	--

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

Country of Shareholder's Principal Place of Business	
--	--

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

Type of Ownership	<input type="checkbox"/> Publicly Traded Company
	<input type="checkbox"/> Private Company
	<input type="checkbox"/> Other

If applicable, provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in Shareholder, please complete Attachment B.	
---	--

Is the Shareholder a wholly-owned or partially owned subsidiary?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

If so, please provide the name of the Shareholder's parent(s). In addition, for any parent identified, please complete Attachment B.	
--	--

Shareholder may attach additional sheets, as necessary.



ATTACHMENT C

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

Subcontractor Information Form

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

USTDA Activity Number <i>[To be completed by USTDA]</i>	
---	--

Activity Title <i>[To be completed by USTDA]</i>	
--	--

Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")	
---	--

Full Legal Name of Subcontractor	
----------------------------------	--

Business Address of Subcontractor (street address only)	
---	--

Telephone Number	
------------------	--

Fax Number	
------------	--

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

Subcontractor Point of Contact

Name	Surname	
	Given Name	

Address	
---------	--

Telephone	
-----------	--

Fax	
-----	--

Email	
-------	--

Subcontractor's Representations

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

1. Subcontractor is a <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
--	--------------------------------------	------------------------------	--------------------------------------	--	--------------------------------

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	