

**REQUEST FOR PROPOSALS**

**TECHNICAL ASSISTANCE FOR THE**

**SECURITY VULNERABILITY ASSESSMENTS FOR AIRPORTS**

Submission Deadline: **4:00PM**  
**LOCAL TIME**  
**January 14, 2015**

Submission Place:

Assistant Secretary Sherielysse R. Bonifacio  
Assistant Secretary for Planning  
Department of Transportation and Communications (DOTC)

Address: Unit 168, The Columbia Tower  
Brgy. Wack-Wack, Ortigas Avenue  
1555 Mandaluyong City, Metro Manila, Philippines

Phone: +63 2 725 0013; +63 2 727 7960 local 216

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

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## **Section 1: INTRODUCTION**

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$529,850 to the Department of Transportation and Communications or DOTC of the Philippines (the “Grantee”) in accordance with a grant agreement dated September 15, 2014 (the “Grant Agreement”). Technical Assistance for DOTC Security Vulnerability Assessments for Airports in the Philippines. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Technical Assistance.

### **1.1 BACKGROUND SUMMARY**

USTDA approved funding for Technical Assistance (TA) to facilitate improvement of security operations and systems for airports in the Philippines to meet international goals and standards for aviation safety and security. Airports are crucial part of the Philippine archipelago’s transportation infrastructure network, as its local and national economy depends on secure and reliable movement of people and flow of goods. The TA will conduct vulnerability assessments and gap analyses at three select airports – Ninoy Aquino International Airport in Manila (MNL), Iloilo International Airport (ILO), and Laoag International airport (LAO) – that represent a cross-section of airport infrastructure throughout the Philippines where varied security upgrades are required. The TA will also evaluate the requirements for implementing a perimeter intrusion detection system at Clark International Airport. The project will help Philippine airports maintain a safe environment for commercial activity, tourism, regional economic integration and foreign investment that are critical factors for the country’s competitiveness, sustained growth, and development.

### **1.2 OBJECTIVE**

The purpose of the Technical Assistance is to assess security systems and procedures at the three select airports and identify solutions for improving security in line with international requirements and best practices, the results of which could be extrapolated to similar airports throughout the Philippines. The TA would prepare a detailed action plan including requirements for investment in upgrading airport security, technical and performance specifications for equipment, and develop an implementation schedule and security measures that will enable the Philippines’ airports to operate in a manner consistent with international standards. 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\$529,850. **The USTDA grant of US\$529,850 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\$529,850 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

## **Section 2: INSTRUCTIONS TO OFFERORS**

### **2.1 PROJECT TITLE**

The project is called SECURITY VULNERABILITY ASSESSMENTS FOR AIRPORTS.

### **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\$529,850.

## **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:

Assistant Secretary Sherielysse R. Bonifacio  
Assistant Secretary for Planning  
Department of Transportation and Communications

Address: Unit 168, The Columbia Tower  
Brgy. Wack-Wack, Ortigas Avenue  
1555 Mandaluyong City, Metro Manila, Philippines

Phone: +63 2 725 0013; +63 2 727 7960 local 216

Fax: +63 2 726 6221

**An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 P.M., on January 14, 2015.**

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, feasibility study, technical assistance and/or other services similar to those required in the TOR, as applicable.

## **2.20 RIGHT TO REJECT PROPOSALS**

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

## **2.21 PRIME CONTRACTOR RESPONSIBILITY**

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

## **2.22 AWARD**

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

## **2.23 COMPLETE SERVICES**

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

## **2.24 INVOICING AND PAYMENT**

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

### **Section 3: PROPOSAL FORMAT AND CONTENT**

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

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

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$529,850, 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:

Professional Experience (30%) – Each bidder shall propose a project team that will be fully qualified to execute the entire scope of work of the technical assistance. The proposed staff should have qualifications and experience in engineering, design, technical analysis, operations planning and modeling, environmental assessments, as well as in-depth technical knowledge of airport systems and operations, including security solutions and international requirements and best practices. Experience with airport security and safety management would be beneficial. Qualified bidders will be expected to provide evidence of satisfactorily executing at least three (3) similar projects, with one project currently on-going or completed in the last 3 years. The reference projects (except for current or recently completed) should exhibit similar or larger size and complexity as the proposed one.

International Experience (30%) – Each bidder shall exhibit international experience and the capability to perform similar international technical assistance tasks. Qualified bidders will be expected to provide evidence of satisfactorily executing at least two (2) international projects in the last 5 years. Reference international projects should exhibit similar or larger size and complexity as the proposed project. Experience in the Philippines and/or Southeast Asia should be noted.

Proposed Work Plan (40%) – Each bidder shall demonstrate an understanding of all the project tasks. Proposal efforts should be responsive to the requirements outlined in the Terms of Reference. The proposed Work Plan should be detailed, realistic, and manageable. Clear objectives should be achieved at the end of each and all tasks.

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

Price will not be a factor in contractor selection.

## **ANNEX 1**

GRANTEE CONTACT PERSON, DELIVERY & STREET ADDRESS, PHONE, FAX

Assistant Secretary Sherielysse R. Bonifacio  
Assistant Secretary for Planning  
Department of Transportation and Communications (DOTC)

Address: Unit 168, The Columbia Tower  
Brgy. Wack-Wack, Ortigas Avenue  
1555 Mandaluyong City, Metro Manila, Philippines

Phone: +63 2 725 0013; +63 2 727 7960 local 216  
Fax: +63 2 726 6221

Code Identification: Activity No.: 2014-31023A  
PROJECT TITLE: SECURITY VULNERABILITY ASSESSMENTS FOR AIRPORTS

POC: Jennifer Van Renterghem, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009, Email: RFPQuestions@ustda.gov. SECURITY VULNERABILITY ASSESSMENTS FOR AIRPORTS. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to perform technical assistance for improvement of security systems and procedures at three select airports in the Philippines – Ninoy Aquino International Airport in Manila (MNL), Iloilo International Airport (ILO), and Laoag International airport (LAO) – to ensure compliance with international standards and best practices for aviation safety and security.

BRIEF PROJECT BACKGROUND AND DESCRIPTION OF GRANTEE

The rapid rise in business and passenger volume has resulted in a major strain on the Philippines' aging airports' ability to provide secure and reliable movement of people and flow of goods. Airports represent a critical part of the country's transportation infrastructure network and can be targets for terrorism and other security threats. To fuel the country's growing economy and national security, the Government of Philippines has planned to upgrade 12 airports, beginning with main gateway for Manila area.

BRIEF DESCRIPTION OF STUDY COMPONENTS

The U.S. firm selected will be paid in U.S. dollars from a \$529,850 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

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

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

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

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00PM, January 14, 2015 local time, 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

**DEFINITIONAL MISSION (DM):  
FOR PHILIPPINES  
AVIATION SECTOR PROJECTS**

Contract No. TDA-CO201331092

**FINAL REPORT  
(Public Version)**

March 21, 2014

**Appendix I:  
Technical Assistance for  
Security Vulnerability Assessments  
for Airports in the Philippines**

PREPARED BY:



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## **I. Introduction**

In March 2013, the United States Trade and Development Agency (USTDA) engaged Ascendant Program Services, LLC (Ascendant) to carry out a Definitional Mission (DM) for evaluating aviation sector project opportunities in the Philippines.

The Ascendant team visited the Philippines between April 29 and May 10, 2013 to conduct meetings with key stakeholders in the aviation sector, discuss potential activities that had been proposed by USTDA, and also obtain information on their priorities for investment in the aviation sector in the short-, medium- and long-term.

From these discussions, a potential activity emerged for USTDA consideration involving *Technical Assistance for Security Vulnerability Assessments for Airports in the Philippines*. This Appendix provides further details regarding the proposed activity and Ascendant's evaluation based on USTDA funding criteria.

## **II. Project Description and Objectives**

Recognizing that the improvement of security at airports within the Philippines is a priority for the Department of Transportation and Communications (DOTC), during a meeting held in April 2013, Ascendant inquired about their interest in a Technical Assistance (TA) for Security Vulnerability Assessments at Airports in the Philippines. Mr. Rene K. Limcaoco, Under Secretary for Planning and Project Development, confirmed his interest in such a study and Ascendant proceeded to develop an outline Terms of Reference (TORs) for DOTC's review and consideration.

This proposed activity was also discussed with officials from the Office of Transportation Security (OTS), the Civil Aviation Authority of the Philippines (CAAP), the Manila International Airport Authority (MIAA) and the Clark International Airport Corporation (CIAC), who all verbally confirmed their interest in the project and the need for technical assistance in the area of security vulnerability assessments. OTS indicated a strong interest in receiving training for their staff in the general approach to conducting these assessments so they may be undertaken in a systematic process for their airports throughout the country. Also, DOTC and CIAC expressed an interest in receiving support in the development of technical/performance specifications for the different airport security technologies and specialized equipment to facilitate their future procurement.

OTS provided useful feedback on the proposed scope of work, which was incorporated into the draft TORs. In addition, the scope of work for the study was reviewed by the U.S. Transportation Security Administration (TSA) Attaché in Manila.

The proposed Technical Assistance shall accomplish the following objectives:

- Conduct security vulnerability assessments for a representative sample of three airports in the Philippines:
  - Ninoy Aquino International Airport (MNL) in Manila, the principal international gateway;
  - Iloilo International Airport (ILO), a medium-size international airport and tourism destination; and
  - Francisco B. Reyes Airport (USU) in Busuanga, a smaller-size domestic/regional airport
- Conduct a gap analysis of security at each airport and the relevant international and local standards with the goal of identifying existing security gaps.
- Identify and prioritize recommended areas of improvement for security procedures, infrastructure, equipment and technology to mitigate security gaps and ensure compliance with international standards and recommended practices.
- Prepare an action plan for the implementation of these recommendations. This action plan shall be complemented by planning level cost estimates for each recommended action and the investment programs as a whole, as well as technical/performance specifications for major equipment to be procured and a recommended approach to the evaluation of tenders for specialized equipment and services. The recommendations would also include potential U.S. sources of supply for equipment and services.
- Prepare a plan for how the recommendations can be implemented at other airports throughout the country.
- Prepare technical/performance specifications and a cost estimate for the implementation of Perimeter Intrusion Detection System (PIDS) technology at the Clark International Airport (CRK) in Angeles City.
- Work with counterparts at the CAAP, MIAA, other airport authorities, OTS and DOTC to identify potential sources of funding and conduct a preliminary financial analysis to support the recommended action/implementation plan.

### **III. Project Sponsor Capability and Commitment**

On December 25, 2013, the DOTC confirmed their interest in serving as the Project Sponsor and Grantee for this activity, should USTDA decide to provide grant funding. Their decision was reviewed and approved by DOTC Secretary, Joseph Emilio Aguinaldo Abaya, and their Legal and Procurement offices. The DOTC is an entity of the executive branch of the Philippine Government and has the authority to receive and manage a USTDA grant.

As Grantee, the DOTC will (i) be the signatory of the Grant Agreement with USTDA and the Contract with the U.S. Company selected to carry out the technical assistance program, (ii) be responsible for the evaluation of proposals received by U.S. Companies to conduct the Technical Assistance for this assignment, and (iii) be responsible for overseeing the work conducted and providing feedback and comments on deliverables. The DOTC will also be responsible for forming a review committee for this study, wherein representatives from CAAP and OTS will be nominated and participate.

The DOTC is responsible for defining policy and planning, programming, coordinating and implementing the development and regulation of transportation and communications systems throughout the country. There are three Sectoral Offices and fifteen Attached Agencies (e.g. CAAP and OTS) within the DOTC.

The DOTC has sufficient capacity and ability to oversee the Technical Assistance and the subsequent implementation of recommended improvements. Established in 1899, the Department has a long history of experience in implementing major programs in the transport sector. The Department's 2012 Procurement Plan included 294 contracts for the purchase of various goods, services, programs and infrastructure projects valued at PHP 7.8 billion (equivalent to US \$173.9 million<sup>1</sup>). DOTC is currently overseeing the implementation the following major projects:

- Manila-Clark Airport Express Rail Link;
- Central Spine Roll-on Roll-off Development;
- New Cebu International Port;
- New Passenger Terminal at Mactan-Cebu International Airport;
- Clark International Airport Low-Cost Carrier Terminal;
- Integrated Transport System; and
- Bus Rapid Transit in Metro Cebu.

Procurement of goods and services using Philippine government funds is open to all foreign suppliers subject to certain eligibility requirements under the law. The DOTC has experience working with U.S. suppliers and goods and services. Most recently, in May 2013, the DOTC awarded the MITRE Corporation of McLean, Virginia a consulting services contract valued at PHP 12 million (equivalent to US \$266,652<sup>1</sup>) to undertake an On-Site Independent Assessment of the Manila Area Control Center (MACC) air traffic management (ATM) System.

The DOTC has indicated that the proposed activity is deemed a priority, and improvement of security at its airports will be all the more important as the Philippines will be hosting Asia-Pacific Economic Cooperation (APEC) Summit in 2015.

It should be noted that although DOTC and the other stakeholder agencies (CAAP, OTS and MIAA) have confirmed a strong interest and need for the proposed security vulnerability assessments, the DOTC's commitment to moving the activity forward was not strongly demonstrated during the Definitional Mission. Draft TORs were presented to DOTC in May 2013 and at that time Ascendant requested their assistance in nominating the agency that would serve as project sponsor (if not DOTC directly) and the three airports to be included in the study. Although Ascendant and the U.S. Embassy in Manila followed up on this request on a number of occasions, ultimately, their interest in the project was not confirmed until December 25.

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<sup>1</sup> Currency exchange rate of 1 PHP = 0.02221 US\$ was used.

Preliminary information has been provided to DOTC regarding their role and responsibilities as Project Sponsor and Grantee, however, it is recommended that USTDA confirm this information with DOTC leadership and confirm their commitment to evaluating proposals received, executing a consultant contract and reviewing project deliverables in a timely manner. DOTC requested that USTDA provide information and training on the process for evaluation of proposals and selection of a Contractor to undertake the Technical Assistance as well as the process to be followed with respect to the review of Contractor invoices.

#### **IV. Implementation Financing**

The improvements to security systems and equipment recommended by this TA will likely be implemented by the DOTC or CAAP. Investments are likely to be partially financed from internal funds generated by the airports within the system, available lines of credit and supplemented by private financing from equipment manufacturers or commercial loans obtained from local or international private banks.

Given that the proposed activity would likely involve the procurement of equipment and services from U.S. suppliers, the investments may also be eligible for financing products available from the Export-Import Bank of the United States including direct loans or loan guarantees for U.S. content.

The proposed TORs include a financial analysis to assist the Grantee in determining if current revenues collected from passenger facility charges are sufficient to fund the required and recommended improvements, or if fees will need to be raised to generate the necessary funds for security investments. A detailed analysis shall be conducted for the three airports included in the study, while a higher-level analysis shall be conducted for the purpose of understanding how the Government may be able to finance necessary security upgrades at airports on a national scale. The Contractor shall also conduct a benchmark analysis of security fees charged to passengers in the Philippines relative to other airports in the region/world.

#### **V. U.S. Export Potential**

There will be interest from U.S. Companies in the procurements that will result from this TA, not only from consulting firms interested in conducting vulnerability assessments, but also from security and communication systems integrators and manufacturers of airport security screening and access control equipment. Procurements for security equipment are likely to be conducted by the DOTC directly and published on their website<sup>2</sup>. In the future, as more airports are concessioned, these procurements may be held by the individual airport concessionaires.

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<sup>2</sup> <http://www.dotc.gov.ph>

The main areas that can result in near-term U.S. exports include passenger and baggage screening equipment, Explosive Detection Systems (EDS), access control systems with biometric readers, badging systems, ID card printers, Perimeter Intrusion Detection Systems (PIDS), video surveillance systems, radio and wireless communications systems, hydraulic barriers, lighting systems, motion sensors/detectors, digital recorders, lock and key systems, blast protection films, patrol vehicles, and other technology, equipment and systems needed to support the investments recommended by the vulnerability assessments.

In their *Security Check Point Passenger Process Study* conducted in June 2012 at the Ninoy Aquino International Airport in Manila, the International Air Transport Association (IATA) recommended that the airport consider implementing the use of biometrics to enable integrated security processes at borders. An automated border control system would offer improvements to the management, control and efficiency of travel flows at immigration checkpoints.

A list of potential U.S. Suppliers that may be interested in the type of investments that are likely to be recommended for airports included in the proposed TA is provided in Table 1.

Details obtained from outreach Ascendant conducted with several of these potential suppliers are provided in Appendix III of the Definitional Mission Final Report. Many of these companies confirmed a general interest in the airport sector in the Philippines, although none were able to provide information on any specific procurement opportunities that they are currently pursuing.

The level of investment required for each airport included in the study will be dependent upon the findings of the gap analysis, vulnerability assessment and recommended action plan. The Manila International Airport Authority's own budget for investment in security equipment that is currently being implemented, amounting to PHP 1.6 billion (US \$35.9 million<sup>1</sup>), is indicative to the potential for U.S. exports in this sector.

**Table 1: Potential U.S. Suppliers of Airport Security Equipment and Services**

<b><i>U.S. Company Name</i></b>	<b><i>Type of Equipment / Service</i></b>
3M	Fragment retention (blast protection) films Biometric access control systems
American Science and Engineering Inc. (AS&E)	SmartCheck backscatter X-ray systems
Applied Research Associates, Inc.	Security vulnerability assessments
AMAG Technology	Access control systems and software, Card Readers, Door Controllers, Video Encoders, HD Network Cameras
ARINC Incorporated	Systems integrator for automated security access control, border control, passenger and flight crew information management, and command and control systems.
Astrophysics Inc.	X-Ray/screening systems for carry-on luggage, checked baggage and cargo

<b><i>U.S. Company Name</i></b>	<b><i>Type of Equipment / Service</i></b>
B&B Roadway and Security Solutions, LLC.	Wedge, cantilever sliding, surface mount and portable barriers, crash gates, bollards, vertical pivot gates, hydraulic slide gate operators
CTI Consulting	Security vulnerability assessments
FLIR Systems, Inc.	Thermal Imaging security cameras, Thermal fence (perimeter security), Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Detection
Future Net Security Solutions, Inc.	Active, passive and mobile barriers, Access control and electronic monitoring, Intrusion detection systems
G4S Technologies (formerly Adesta)	Security and communication systems integrator
Honeywell International, Inc.	Site Audits, Risk and Vulnerability Assessments Security System Design and Engineering services, Systems Integration & Project Management System Maintenance and Support services, Perimeter Intrusion Detection Systems (PIDS), Biometric Identity Management, Intelligent CCTV Surveillance, Intruder & duress alarm monitoring, Access control & identity management, Command & Control room
Hy-Security	Gate operators
ImageWare Systems, Inc.	biometric identity management and advanced credentialing solutions
Johnson Controls	Security, access control and command and control systems design and integration
L-1 Identity Solutions (Safran)	Biometrics
L-3 Communications Security & Detection Systems	Passenger and baggage screening equipment, Explosives detection systems (EDS), Explosives trace detection system, X-Ray systems, Metal detectors , Training
Lockheed Martin	Biometrics technology
Micropower Technologies, Inc.	Wireless Solar-Powered Video Surveillance Systems
Morpho Detection, Inc. (Safran)	Checked-baggage Explosive Detection Systems (EDS)
PCSC	Access Control, Biometric readers, Perimeter control and intrusion detection systems, Key management systems
Raytheon	Perimeter control and intrusion detection systems Command, Control, Communications, Computers & Intelligence (C4I) systems
Rapiscan Systems	Passenger and baggage screening equipment, Explosives trace detection system, Radiation detection equipment, X-Ray systems, Metal detectors, Training
SAIC	Systems engineering, Integrated Surveillance & Security Solution (IS3): sensor management, assessment, situational display, data fusion, and decision support
Segway, Inc.	2-wheeled security patrol vehicle
Southwest Microwave, Inc.	Buried Cable Detection Sensor
Tyco Security Products	Video Security, Access Control, Location Based Security and Intrusion Security
Unisys	IT services, software, and systems integrator biometrics, identity management and smartcard solutions Location, Perimeter and Surveillance Security

<i>U.S. Company Name</i>	<i>Type of Equipment / Service</i>
United Technologies Corporation	Access Control Systems, Integrated Security Management Systems, Intrusion and Property protection, Electronic lock and key management systems, Video Surveillance Systems
Winstead Corporation	Control room consoles

The cost of systems and equipment that U.S. suppliers are competitive in offering, such as perimeter control, passenger and baggage screening access control, communications, surveillance and lighting equipment, will vary substantially depending on the size of the facility and the desired level of technology.

Table 2 provides indicative estimates of the range in unit prices for different types of security-related equipment that may be procured as a result of this technical assistance. To provide an idea of overall export potential, an estimate of the number of units of each equipment type is provided, which is roughly based on the number of airports to be assessed and their relative size. More precise needs for new equipment and required technologies shall be determined as part of the technical assistance. Investments in security-related equipment and technologies for the four airports included in the study may range from US \$10-\$52 million.

It is anticipated that U.S. export potential should grow even higher, as DOTC and airport authorities are expected to replicate the approach used in this TA for conducting security vulnerability assessments at other airports of similar scale in the country and utilize the technical and performance specifications that will be prepared as part of this TA in their upcoming procurements.

**Table 2: Estimate of Export Potential**

<i>Type of Equipment</i>	<i>Unit Price Range</i>	<i>Units</i>	<i>Export Potential (US\$)</i>
<b>Perimeter Security &amp; Access Control</b>			
Security Fencing (PIDS)	\$1,000,000 - \$12,000,000	3	\$3,000,000 - \$36,000,000
Hydraulic Barriers	\$100,000 - \$125,000	10	\$1,000,000 - \$1,250,000
Access Control Systems	\$500,000 - \$2,500,000	3	\$1,500,000 - \$7,500,000
Blast protection films	\$150,000 - \$500,000	3	\$450,000 - \$1,500,000
<b>Passenger Screening</b>			
Metal Detectors	\$10,000 - \$15,000	12	\$120,000 - \$180,000
X-Ray Machines	\$40,000 - \$90,000	10	\$400,000 - \$900,000
Fully Body Scanners	\$150,000 - \$200,000	5	\$750,000 - \$1,000,000
Trace Detection Systems	\$40,000 - \$45,000	5	\$200,000 - \$225,000
<b>Baggage &amp; Cargo Screening</b>			
Explosive Detection System	\$1,000,000 - \$1,300,000	3	\$3,000,000 - \$3,900,000
<b>Range of Export Potential resulting from 4 Airports studied</b>			<b>\$10,420,000 - \$52,455,000</b>

## VI. Foreign Competition and Market Entry Issues

Foreign firms, mostly European, such as Smiths Detection (UK), Advanced Glass Technology (UK), Indra (Spain), Siemens (Germany), Thales (France) and Senstar Corporation of Canada, compete to provide many of the types of products listed in the Export Potential section above.

Notwithstanding, the high quality and advanced technology of U.S. products and services, together with a long history of strong trade and investment with the Philippines, will enable U.S. firms to successfully compete in this market. Further, the selection of equipment suppliers may also be affected by financing terms and the local service available to maintain and repair equipment, as well as what the warranty covers. Currency exchange can also affect competitiveness for U.S. products and services. The relationship with other currencies used by main competitors for the business, such as the Euro, can also affect bid results. These currency exchange factors will vary over time.

Because of market entry and various legal and regulatory issues, most U.S. firms competing in the Philippine market need to associate and establish relationships with Philippine companies or distributors. Of the U.S. suppliers of security-related equipment that Ascendant reached out to as part of this Definitional Mission, almost all indicated that they have relationships with local distributors.

## **VII. Development Impact**

The likely development impacts from the proposed TA have been assessed considering the definitions established by USTDA for each impact category.

USTDA considers development impact measurements in four categories, i.e. Infrastructure, Technology Transfer and Productivity Improvements, Human Capacity Building, and Market Oriented Reforms. Ascendant has outlined anticipated developmental impacts that could be tied to the Project, as follows:

### **Infrastructure**

The main objectives of the TA are to identify and prioritize recommended areas of improvement for security procedures, infrastructure, equipment and technology to mitigate security gaps at a selection of three representative airports and ensure compliance with international standards and recommended best practices. The implementation of this Project is expected to offer significant infrastructure benefits in terms the reduction of intrusions, improvements of security levels, and improvement in the efficiency of operations at each airport included in the study and potentially other airports of similar size in the national system.

Given the importance of the aviation sector to overall economy, a productivity increase at the airports should have a positive impact for a number of industry sectors, including tourism.

## **Technology Transfer and Productivity Improvement**

The Project, which involves the upgrading and modernization of airport security systems, offers significant developmental benefits in the area of technology transfer and productivity improvement. The project proposes to implement state-of-the-art airport security systems including, but not limited to, the following technologies:

- Passenger and baggage screening;
- Explosive detection systems (EDS);
- Access control systems with biometric readers;
- Perimeter intrusion detection systems (PIDS);
- Automated border control systems with biometric technology;
- Video Surveillance and thermal imaging;
- Hydraulic barriers;
- Motion sensors/detectors;
- Lock and key systems; and
- Blast protection films.

The introduction of these advanced technologies is expected to improve processes and systems and overall security at the airports, resulting in more efficient use of resources that are presently dedicated to security.

## **Human Capacity Building**

It is anticipated that the introduction of new equipment and technology at the airports will promote the creation of more skilled jobs. Although the training for use and maintenance of this equipment will not be carried out as part of this USTDA-funded study, the new security equipment that will be implemented at each airport as a result of this study will likely require job training for its operation as well as maintenance and repair, which is often offered by equipment manufacturers.

## **Market-Oriented Reforms**

The TA, as proposed in Section **Error! Reference source not found.**, does include an institutional assessment task where the Contractor shall identify, review and analyze institutional and regulatory issues, relationships and responsibilities of the Grantee and other international authorities responsible for airport security that may impact the implementation of any recommended improvements. However, this assessment is not expected to lead to further market-oriented reforms in the airport sector in the Philippines, as the country has already passed legislation and initiated processes to involve private sector participation in the development, operation and maintenance of its airports.

## **VIII. Impact on the Environment**

The Project, which proposes to improve security systems at airports in the Philippines, is not anticipated to present any adverse environmental impacts. The proposed TORs do include a task where the Contractor will conduct an overview of environmental impacts associated with the recommended improvements. The objective of this overview is to identify any potential environmental impacts related to the recommended projects and areas that need to be considered during the program's implementation to minimize and/or mitigate any negative impacts.

## **IX. Impact on U.S. Labor**

There is no reason to believe that this project would have any negative impact on U.S. jobs. Specifically, based on the draft Terms of Reference, it appears that:

- The proposed Study and investments likely to be recommended as a result do not provide financial incentives to any U.S. firm to relocate to the Philippines.
- The proposed Study and the implementation of investments likely to be recommended as a result would not be expected to induce or support the violation of any internationally-recognized workers' rights in the Philippines.
- The proposed investments do not provide direct assistance for expanding the production of any commodity for exports.

On the contrary, the implementation of the project to be studied in the proposed activity represents an opportunity for U.S. suppliers of goods and services in the airport security sector, and thus a positive impact on U.S. exports and labor.

## **X. Justification**

Ascendant considered whether the project meets USTDA's basic funding criteria, as follows:

- the project is likely to receive implementation financing and have a procurement process that provides "equal access" to U.S. firms;
- the proposal represents an opportunity for sales of U.S. goods and services that is many times greater than the initial investment of USTDA assistance;
- the project is a development priority of the Project Sponsor and the Philippine government, and has the endorsement of the U.S. Embassy in the Philippines; and
- the project involves U.S. companies that are facing market entry problems and/or strong competition from foreign companies, which often receive subsidies and other support from their governments.

Each of the four criteria is briefly discussed below.

## **Implementation Financing**

The improvements to security systems and equipment recommended by this TA will likely be implemented by the DOTC or CAAP and U.S. firms will have equal access to bid on these procurements. Investments are likely to be partially financed with funds internally generated by the airports within the system, available lines of credit and supplemented by private financing from equipment manufacturers or commercial loans obtained from local or international private banks. The financial analysis task that has been included in the TORs is designed to assist the Grantee in determining if current revenues collected from passenger facility charges are sufficient to fund the required and recommended improvements, or if fees will need to be raised to generate the necessary funds for security investments. This shall also involve a benchmark analysis of security fees charged to passengers in the Philippines relative to other airports in the region/world.

## **Opportunity for U.S. Exports**

The main areas that can result in near-term U.S. exports are passenger and baggage screening equipment, Explosive Detection Systems (EDS), access control systems, Perimeter Intrusion Detection Systems (PIDS), video surveillance equipment, radio and wireless communications systems, hydraulic barriers, lighting systems, lock and key systems, blast protection films, patrol vehicles, and other technology, equipment and systems needed to support the investments recommended by the vulnerability assessments.

The cost of these systems will vary depending on the size of the facility and the desired level of technology. The level of investment required for each airport included in the study will be dependent upon the findings of the gap analysis, vulnerability assessment and recommended action plan. The Manila International Airport Authority's own budget for investment in security equipment that is currently being implemented, amounting to PHP 1.6 billion (US \$37 million), is indicative to the potential for U.S. exports in this sector. Ascendant's rough estimate of export potential, based on ranges of unit prices for different types of equipment likely to be procured as a result of the study, the number of airports to be assessed and their relative size, was U.S. \$10-52 million, which is 19 – 98 times greater than the amount of grant funding proposed for the activity.

It is anticipated that U.S. export potential should grow even higher, as DOTC and airport authorities are expected to replicate the approach used in this TA for conducting airport security vulnerability assessments at other airports of similar scale in the country and utilize the technical and performance specifications that will be prepared as part of this TA in their upcoming procurements.

## **Development Priority**

There is broad consensus amongst all stakeholders that the project would have positive development impacts in the long term. Given its geography, airports represent a critical part of the Philippines infrastructure network. Airports provide jobs at the local and national level, facilities for the import and export of goods from the country, serve as gateways to tourist destinations and are a critical component in the Philippines supply chain. The local and national economy depends on the secure and reliable movement of people and flow of goods in and out of the country's airports. For these reasons, airports can also be targets for terrorism. The Philippines, U.S. and international agencies have all been collaborating to minimize threats and improve security for passenger and cargo movements, thus the objectives of this technical assistance are a high priority for the aviation sector and all agencies involved in protecting them.

The assessments included in the scope of work for this technical assistance are important goals for the national government, the individual airport authorities and the U.S. Transportation and Security Administration as they continue their work to ensure compliance with international safety and security standards at airports in the Philippines. The DOTC has indicated that the proposed activity is deemed a priority, and improvement of security at its airports will be all the more important as the Philippines will be hosting the Asia-Pacific Economic Cooperation (APEC) Summit in 2015.

### **Market Entry and Foreign Competition**

The U.S. and the Philippines have enjoyed close trade relations for more than a century. A Trade and Investment Framework Agreement was signed between the two countries in 1989 and since then additional agreements have been signed which include a customs administration and trade facilitation protocol in 2010. The U.S. is one of the Philippines top trading partners and as a result, many major U.S. companies see it as an attractive market. Notwithstanding, U.S. companies do face significant competition in the aviation market, so they would likely welcome USTDA assistance.

In conclusion, this project is justified in terms of likely implementation, export potential, development priority and anticipated impact. The DOTC has confirmed their interest in serving as the Grantee for this activity and understands the role and responsibilities involved. Although the amount of funds available for implementation has not yet been confirmed in the national budget, the TORs provide supporting financial analysis to assist DOTC in justifying an adjustment in passenger fees at the airports to fund required security investments, should that be required.

## **ANNEX 3**



**U.S. TRADE AND DEVELOPMENT AGENCY  
Arlington, VA 22209-3901**

**NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS**

The purpose of USTDA's nationality, source, and origin requirements is to ensure 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, 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, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work 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 Technical Assistance 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 Technical Assistance support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

## **NATIONALITY:**

### 1) Application

A U.S. firm that submits a proposal must meet USTDA's nationality requirements as of the date of submission of the proposal and, if selected, must continue to meet such requirements throughout the duration of the USTDA-funded activity. These nationality provisions apply to all portions of the Terms of Reference that are funded with the USTDA grant.

### 2) Definitions

A "U.S. firm" is a privately owned firm that 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. citizens and/or non-U.S. citizens lawfully admitted for permanent residence in the United States, 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 that is organized in the U.S., has its principal place of business in the U.S., and is more than 50% owned by U.S. citizens and/or permanent residents, qualifies as a "U.S. firm".

A nonprofit organization, such as an educational institution, foundation, or association, also qualifies as a "U.S. firm" if it is incorporated in the U.S. and managed by a governing body, a majority of whose members are U.S. citizens and/or permanent residents.

## **SOURCE AND ORIGIN:**

### 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.*

*Version 01.17.2014*

## **ANNEX 4**

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FinSpec (EB)  
GrantAdm (RD)  
PIS (AA)

## GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the Department of Transportation and Communications of the Philippines ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$529,850 ("USTDA Grant") to fund the cost of goods and services required for technical assistance ("TA") on the proposed Security Vulnerability Assessments for Airports ("Project") in the Philippines ("Host Country").

### 1. USTDA Funding

The USTDA Grant 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 incorporated by reference into 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*

([www.fedbizopps.gov](http://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 U.S. Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the Contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the Contract or any subcontract, jointly or separately, without thereby incurring any

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

**(E) Grant Agreement Controlling**

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

**6. Disbursement Procedures**

**(A) USTDA Approval of Contract Required**

USTDA will make disbursements of USTDA 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 Contract 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 June 30, 2015, 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 S.

## **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 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, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

(h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

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

## **12. Taxes**

USTDA funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. 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 Assistant Secretary for Planning. The parties hereto may, by written notice, designate additional representatives for all purposes under this Grant Agreement.

## **16. Addresses of Record for Parties**

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through an electronic medium that produces a

tangible record of the transmission, such as a facsimile or e-mail message, and will be deemed duly given or sent when delivered to such party at the following:

To: Assistant Secretary Sherielysse R. Bonifacio  
Assistant Secretary for Planning  
Department of Transportation and Communications

Address: Unit 168, The Columbia Tower  
Brgy. Wack-Wack, Ortigas Avenue  
1555 Mandaluyong City, Metro Manila, Philippines

Phone: +63 2 725 0013; +63 2 727 7960 local 216

Fax: +63 2 726 6221

E-Mail: [sherielyssebonifacio@dotc.gov.ph](mailto:sherielyssebonifacio@dotc.gov.ph); [boeeybonifacio.dotc@gmail.com](mailto:boeeybonifacio.dotc@gmail.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: [south\\_southeast\\_asia@ustda.gov](mailto:south_southeast_asia@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 14/15 1001  
Activity No.: 2014-31023A  
Reservation No.: 2014247  
Grant No.: GH201431247

## **17. Implementation Letters**

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

## **18. Grant Agreement Amendments**

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

#### **19. Termination Clause**

Either party may terminate this Grant Agreement by giving the other party written notice thereof. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments that may be made pursuant to Clause H 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]**

IN WITNESS WHEREOF, the Government of the United States of America and the Department of Transportation and Communications of the Philippines, 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 the Department of Transportation and Communications of the Philippines**

By: 

By: 

Date: September 15, 2014

Date: September 15, 2014

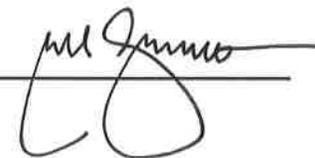
Witnessed:

Witnessed:

By: 

By: 

By: 

By: 

**Annex I -- Terms of Reference**

**Annex II -- USTDA Mandatory Contract Clauses**

## Annex II

### USTDA Mandatory Contract Clauses

#### A. USTDA Mandatory Clauses Controlling

The parties to this Contract acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency (“USTDA”) under the Grant Agreement between the Government of the United States of America acting through USTDA and the Department of Transportation and Communications of the Philippines (“Client”), dated \_\_\_\_\_ (“Grant Agreement”). The Client has selected \_\_\_\_\_ (“Contractor”) to perform the technical assistance (“TA”) for the Security Vulnerability Assessments at Airports technical assistance project (“Project”) in the Philippines (“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 S. 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 M below.

##### (2) USTDA Not a Party to the Contract

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

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

### **C. Nationality, Source and Origin**

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

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

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

#### **D. Recordkeeping and Audit**

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

#### **E. U.S. Carriers**

##### **(1) Air**

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

##### **(2) Marine**

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

#### **F. Workman's Compensation Insurance**

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

#### **G. 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 G(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:**

“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 M below, or by e-mail to [invoices@ustda.gov](mailto:invoices@ustda.gov).

**H. 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, N and S of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

**I. USTDA Final Report**

**(1) Definition**

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

**(2) Final Report Submission Requirements**

The Contractor shall provide the following to USTDA:

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

and

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

and

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

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

### **(3) Final Report Presentation**

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

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

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

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's 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.

#### **J. 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.

#### **K. TA Schedule**

##### **(1) TA Completion Date**

The completion date for the TA, which is June 30, 2015, is the date by which the Contract Parties estimate that the TA will have been completed.

##### **(2) Time Limitation on Disbursement of USTDA Grant Funds**

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

#### **L. 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.

#### **M. USTDA Address and Fiscal Data**

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

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

Phone: (703) 875-4357

Fax: (703) 875-4009

#### Fiscal Data:

Appropriation No.:	11 14/15 1001
Activity No.:	2014-31023A
Reservation No.:	2014247
Grant No.:	GH201431247

#### **N. 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.

#### **O. 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.

#### **P. 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.

#### **Q. 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 damages that are natural, probable, and reasonably foreseeable as a result of a breach of this Contract, 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. If any clause included by the Contract Parties is inconsistent with either or both of these limitations, it shall be invalid and unenforceable to the extent of the inconsistency.

#### **R. 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.

#### **S. 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.

## **ANNEX 5**

## Annex I

### Terms of Reference

#### **Task 1: Data Collection and Review of Existing Information**

During this task, the Contractor shall collect and review data for the three airports that will be assessed:

- the Ninoy Aquino International Airport (MNL) in Manila, the principal international gateway;
- the Iloilo International Airport (ILO), a medium-size international airport that is frequently used by tourists; and
- the Laoag International Airport (LAO) in Laoag City, a smaller-size domestic/regional airport.

For these airports, the Contractor shall obtain from the Grantee – with the cooperation of the Manila International Airport Authority (MIAA), the Civil Aviation Authority of the Philippines (CAAP), Clark International Airport Corporation (CIAC), and the Office of Transportation Security (OTS) – airport layout plans (in digital AutoCAD or PDF format), terminal floor plans, an inventory of major equipment, information on existing security policies, regulations, manuals and protocols, prior security assessments (including the Security Check Point Passenger Process TA conducted by the International Air Transport Association (IATA) in June 2012), history of prior security-related incidents to the extent available, existing airport master plans, airport financial statements and existing airport tariff structure.

The Contractor shall review existing security policies and regulations currently being utilized by airports in the Philippines.

The Grantee shall establish a Working Group of staff from OTS, CAAP and relevant airport authorities that will be available to participate in project meetings and workshops throughout the duration of the Technical Assistance (TA). These individuals shall include staff that will be responsible for carrying out vulnerability assessments at other airports in the future and/or responsible for the implementation of the recommendations provided in this TA.

#### **Task 2: Project Kickoff Meeting & Training Workshop**

A kickoff meeting shall be held in Manila with representatives from the Grantee, CAAP, OTS, individual airport authorities and key members of the Contractor's team, along with other stakeholders as appropriate. The Contractor shall review the current situation at the three airports to be assessed with the Grantee and the Grantee shall identify any major improvement programs in the pipeline that would involve major facility expansion or rehabilitation in the near-term (next 1-3 years).

The Contractor shall provide a one-day training workshop to staff from DOTC, CAAP, OTS, and individual airport authorities on the approach and industry best practices to airport security vulnerability assessments. This training shall be limited to 25 participants from the Working Group and be attended by individuals that will be responsible for conducting future security assessments and implementing the improvements recommended by this TA.

Prior to travelling to the Philippines, the Contractor shall provide the Grantee with a summary of the scope and agenda of the one-day training workshop for their review and approval.

Deliverable 1: The Contractor shall prepare and submit an Inception Report to the Grantee that summarizes the work performed during Tasks 1 and 2 including the status of the data collection and review process, the updated project schedule and timing for key deliverables and copies of training materials and presentations.

### **Task 3: Airport Security Vulnerability Assessments and Gap Analysis**

The Contractor shall meet with and interview airport security officials as well as the U.S. Transportation Security Administration (TSA) Attaché in the Philippines to gather information on existing known threats, field practices, security concerns and relevant issues.

The Contractor shall undertake site visits to the Ninoy Aquino International Airport (MNL), Iloilo International Airport (ILO) and the Laoag International Airport (LAO) to assess the physical security in place to prevent unauthorized access to secure areas. The Contractor shall conduct a review of existing equipment and technology and security procedures/protocols in place at the airports. The site visit will include, but not be limited to, observation and assessments for the following areas and functions at the airports, where applicable:

- Passenger terminal building;
- Access and curbside areas;
- Hangars;
- General Aviation area;
- Air Cargo Area;
- Fuel Farm;
- Catering;
- Communication & Dispatch Centers;
- Radio & Wireless Communications;
- Airport Access Control System;
- Badging System;
- Lock & Key System;
- Passenger (100% Screening) & Baggage Screening;
- Perimeter Security;

- Video Surveillance/closed-circuit television (CCTV) System;
- Airport Security Plan (Security Policies & Procedures);
- 100% Employee & Contractor Background Investigation;
- Security-Related IT Systems; and
- Blast Analysis.

The assessments and gap analysis shall consider local standards and regulations, as well as international standards and best practices such as:

- International Civil Aviation Organization (ICAO) Annex 17 - Security, 9th Edition (2011);
- ICAO Security Manual for Safeguarding Civil Aviation Against Acts of Unlawful Interference (Doc 8973), 7th Edition (2010); and
- Recommended Security Guidelines for Airport Planning, Design and Construction, U.S. Transportation Security Administration, Revised May 2011.

The Contractor shall also undertake a site visit to the Clark International Airport (CRK) in Angeles City for the specific purpose of evaluating their requirements for implementing Perimeter Intrusion Detection System (PIDS) technology along their newly constructed perimeter fence. A full security vulnerability assessment is not required for Clark International Airport.

The Grantee should ensure that the Contractor team has sufficient access to the airport sites to conduct their assessments subject to the rules and regulations of CAAP, OTS and the concerned airport authorities.

Deliverable 2: The Contractor shall prepare and submit an Interim Report to the Grantee that summarizes the site visits and meetings conducted as part of Task 3.<sup>1</sup> This report shall also note any pending data that the Contractor requires to complete the subsequent tasks. The Grantee shall review and provide comments on the Inception Report as well as provide pending data to the Contractor, or reach agreement with the Contractor on how such data will be obtained.

#### **Task 4: Identification of Investment Requirements and Recommended Actions**

Based on the results of Task 3, the Contractor shall identify and detail investment requirements and recommended actions for MNL, ILO and LAO, including:

- Procurement of security-related equipment and technology;
- Infrastructure improvements;

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<sup>1</sup> Note: the actual results of the gap analysis and vulnerability assessment are to be included in the Interim Report, to be submitted after the completion of Task 5.

- Security procedures and protocols; and
- Training needs.

These investment requirements and recommended actions shall be detailed for each airport, and each recommendation shall include the rationale or justification for the action (e.g. compliance with international standards, improvements to security controls and/or passenger flows, etc.).

**Task 5: Analyze the Marketplace for U.S. Sources of Supply**

During this task, the Contractor shall analyze the marketplace for U.S. based sources of supply and prepare a list of manufacturers and suppliers, equipment types, technologies and performance capabilities for the recommended security equipment and technologies.

The Contractor shall develop a comprehensive list of U.S. manufacturers and suppliers for those technologies and equipment that were ultimately recommended for implementation as part of Task 4. The list of U.S. suppliers shall include company name, names of key contact persons, addresses, telephone and fax numbers, email address and a general description of products and services that may be procured. The list shall be prepared after contact with the potential suppliers to determine their interest in competing in the Philippine marketplace, whether they have representatives in the country or region, and their level of prior experience in responding to procurements for similar equipment, systems and technologies in the aviation security sector.

Further, the Contractor shall develop a one-page project brief for each potential procurement that briefly describes the equipment to be acquired, the procurement process to be followed, the contacts for the Grantee's (or other government agencies, airport authorities or private operators) procurement department as well as the export financing available to U.S. exporters.

This project briefs should be included as an appendix to the Final Report (as defined below) to help the Grantee promote interest in the equipment procurements, and will also be made available and/or distributed by USTDA and the U.S. Department of Commerce to interested U.S. exporters.

In addition, the Contractor shall assemble brochures, technical booklets, specifications, and other relevant info provided by U.S. suppliers regarding the type of equipment to be acquired. The Contractor shall endeavor to collect materials from potential U.S. Suppliers of all the major equipment that is included in the recommended set of actions. To the extent possible, these materials shall be provided by U.S. Suppliers in soft copy (e.g. Adobe PDF or Microsoft Word). These materials shall also be referenced in the Final Report and should be provided as an Appendix to the Final Report.

## **Task 6: Action Plan for Implementation of Recommended Actions**

The Contractor shall develop an action plan to address the findings of Task 4 and provide for mitigation of security threats. The plan shall be phased according to level of priority and be accompanied by an implementation schedule.

The Contractor shall provide recommendation for placement of current and emerging technology equipment (e.g. explosive detection systems (EDS), full body scanners, trace detectors, video surveillance systems, ID badging, biometrics, access control, communications and PIDS) to mitigate and/or enhance the security systems.

As part of this task, the Contractor shall:

- develop planning-level cost estimates for the recommended action plans at MNL, ILO and LAO and the implementation of PIDS technology at CRK;
- Prepare technical/performance specifications for major equipment to be procured;
- Provide recommendations and outline scope for any required training programs; and
- Provide the Grantee with recommendations on international standards and best practices for the procurement of the recommended equipment and services, taking into consideration technical and life-cycle cost factors.

The Contractor shall provide the Grantee with information regarding the applicable standards and/or certifications that should be applied to the procurement of security-related equipment based on internationally accepted standards and best practices.

Deliverable 3: The Contractor shall prepare and submit an Interim Report to the Grantee that presents the approach, analyses, results and recommendations of Tasks 3, 4, 5 and 6. Key members of the Contractor's team shall travel to the Philippines to present the results and recommendations contained in the Interim Report to the Grantee and Working Group members.

## **Task 7: Recommendations for Security Upgrades at Other Airports in the Philippines**

The objective of this task is to utilize the results of the vulnerability assessments and action plans for the three airports targeted in the TA and determine how these recommendations can be extrapolated to improve security at other airports of a similar scale throughout the country. To complete this task, the Contractor shall utilize information obtained from CAAP and OTS which shall include an inventory of key security equipment available at each airport under their operation (e.g. passenger and baggage screening equipment, perimeter fencing, etc.) as well as recent data on passenger and cargo traffic levels.

In completing this task, the Contractor shall:

- Provide recommendations and guidelines for how the approach for security vulnerability assessments used in this TA can be applied at other airports in the Philippines;
- Prioritize the recommended actions;
- Develop rough-order of magnitude cost estimates for the implementation of the recommended improvements at other similar airports in the national system that are owned by the national government and classified by the CAAP<sup>2</sup>; and
- Prepare guidelines/checklists for airport security assessments and information on best practices.

### **Task 8: Financial Feasibility Analysis**

The financial analysis should draw on the cost estimates for investment plans at the three airports developed in Task 6, as well as the rough order of magnitude (ROM) estimates of national level investment costs developed in Task 7. A key objective of this analysis is to help the Grantee determine if current revenue for security investments (e.g. from passenger facility charges) is sufficient to fund the required and recommended improvements, or if fees will need to be raised to generate the necessary funds for security investments. A detailed analysis shall be conducted for the three airports included in the TA, while a higher level analysis shall be conducted for the purpose of understanding how the Government may be able to finance necessary security upgrades at airports on a national scale.

The Contractor shall also conduct a benchmark analysis of security fees charged to passengers in the Philippines relative to other airports in the region/world.

The Contractor shall provide the Grantee with recommendations on a financing plan as well as possible sources of funding for these investments. The implementation plan for recommended actions shall be refined, if necessary, based on the results of the financial analysis.

### **Task 9: Institutional and Regulatory Analysis**

There are a number of institutions at the international and local level that are involved in the regulation and enforcement of security at airports in the Philippines, such as, but not limited to CAAP, OTS, the Philippine National Police, Airport Police (at MNL), ICAO, and the U.S. Transportation Security Administration (TSA).

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<sup>2</sup> As of December 2013, this includes 85 airports (10 International, 15 Principal Class 1, 19 Principal Class 2 and 41 Community airports). To complete this sub-task, it will be necessary for CAAP/OTS to provide the Contractor with an inventory of key security equipment available at each airport under their operation (e.g. passenger and baggage screening equipment, perimeter fencing, etc.) and well as recent data on passenger and cargo traffic levels.

The Contractor shall identify, review and analyze institutional and regulatory issues, relationships and responsibilities of the Grantee and other international authorities responsible for airport security that may impact the implementation of any recommended improvements. The analysis shall also identify possible approaches or solutions to address any such institutional or regulatory impediments to the proposed improvements.

Deliverable 4: The Contractor shall prepare and submit an Interim Report that includes the financial feasibility analysis results, financing plan, benchmark analysis of security fees and the institutional and regulatory analysis. The Grantee shall review and provide any comments to the Contractor to be incorporated into this deliverable.

**Task 10: Preliminary Environmental Impact Analysis**

The Contractor shall conduct a preliminary review of environmental impacts associated with the implementation of the recommended investments, with reference to local requirements and the requirements of multi-lateral lending agencies (such as the World Bank). This review shall identify potential negative impacts of the projects. The Contractor shall briefly discuss the extent to which any potential negative impacts can be mitigated and, if necessary, outline the scope for a full environmental impact assessment or other studies in anticipation of the projects moving forward to the implementation stage. The Contractor shall identify any necessary environmental approvals required for the implementation of any recommended technologies or facility improvements.

**Task 11: Developmental Impact Assessment**

The Contractor shall review and analyze the potential developmental impacts associated with the installation of recommended equipment and technologies in the Philippines. The Contractor shall focus on the following two categories of development impacts that are most relevant to USTDA: (i) human capacity building, and (ii) technology transfer and productivity gains. The analysis shall not only consider the near-term impact(s), but also, any additional long-term developmental benefits from the projects, as appropriate.

Deliverable 5: The Contractor shall prepare and submit a preliminary environmental impact analysis and development impact assessment.

**Task 12: Final Report**

The Contractor shall prepare and submit a draft Final Report to the Grantee that presents the approach, analyses, results and recommendations of tasks 1 through 11. Key members of the Contractor team shall travel to the Philippines to make an executive presentation of the TA results to the Grantee and Working Group members. Once comments have been received on the Draft Final Report, the Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report in English of all work performed under these Terms of Reference (“Final Report”). The Final Report shall be organized according to the above tasks, and shall include all

deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

## **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 <i>[To be completed by USTDA]</i>							
Activity Type <i>[To be completed by USTDA]</i>		Feasibility Study		Technical Assistance		Other (specify)	
Activity Title <i>[To be completed by USTDA]</i>							
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.							
Type of Ownership		Publicly Traded Company					
		Private Company					
		Other (please specify)					
Please provide a list of directors and principal officers as detailed in Attachment A. Attached? (Not Applicable for U.S. Publicly Traded Company)						Yes	
If Private Company or Other (if applicable), provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in U.S. Firm, please complete Attachment B.							
Is the U.S. Firm a wholly-owned or partially owned subsidiary?		Yes					
		No					
If so, please provide the name of the U.S. Firm's parent company(ies). In addition, for any parent identified, please complete Attachment B.							
Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?		Yes					
		No					
If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?		Yes					
		Not applicable					
<b>Project Manager</b>							
Name		Surname					
		Given Name					
Address							
Telephone							
Fax							
Email							
<b>Negotiation Prerequisites</b>							
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 an 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. **(U.S. publicly traded companies need not include Articles of Incorporation or Good Standing Certificate)**
3. Neither the U.S. Firm nor any of its directors and 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 directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the U.S. Firm. The U.S. Firm, has not, within the three-year period preceding the submission of this proposal, been notified of any delinquent federal or state taxes in an amount that exceeds US\$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The U.S. Firm has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself of its debts under any bankruptcy, insolvency or other similar law. The U.S. Firm has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The U.S. Firm certifies that it complies with USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

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

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

Name		Signature	
Title			
Full Legal Name of U.S. Firm		Date	





**ATTACHMENT B**

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

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

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

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

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

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



**ATTACHMENT C**

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

**Subcontractor Information Form**

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

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

Activity Title [*To be completed by USTDA*]

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
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duly organized, validly existing and in good standing under the laws of:  .

2. 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.
3. Neither the subcontractor nor any of its directors and 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.
4. Neither the subcontractor, nor any of its directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. 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.
6. 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.
7. 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	<input type="text"/>	Signature	<input type="text"/>
Title	<input type="text"/>		
Full Legal Name of Subcontractor	<input type="text"/>	Date	<input type="text"/>