

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

Istanbul Smarter City Initiative

Submission Deadline: **4:00 PM/ 16:00**

LOCAL TIME

Monday, September 14, 2015

Submission Place: Hakki Tok
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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.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$673,055 to Istanbul Metropolitan Municipality (the “Grantee”) in accordance with a grant agreement dated June 18, 2015 (the “Grant Agreement”). This Technical Assistance (TA) is supporting the development of an Istanbul Smarter City Initiative (“Project”) that will improve city operations, enhance crisis and disaster management, and provide efficient and reliable public services for the citizens of Istanbul. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the TA.

1.1 BACKGROUND SUMMARY

The Istanbul Metropolitan Municipality (IBB) is the administrative organization of Istanbul, responsible for the general management of the city. Its area of responsibility encompasses the entire provincial territory, which spans a total area of 5,343 km² with an estimated population of 14.2 million. The IBB maintains Istanbul’s critical infrastructure, including emergency management services, energy and environmental resources, information and technology interfaces, and municipal transportation. Under the IBB umbrella, there are 53,000 employees, twenty-eight municipal enterprises, and two public utility corporations. IBB has implemented several “Smart” projects, such as the implementation of intelligent transportation systems, utility services, and interactive construction management. The IBB seeks to improve its operations through procuring enhanced IT solutions and developing a cloud based environment capable of aggregating data from existing municipal databases and information inputs. This Big Data infrastructure would allow the IBB to retrieve data from a variety of domains that would generate comprehensive analytics to support citizens and improve decision making and planning within the municipality.

The TA will assess the existing infrastructure and provide technical specifications and implementation plans for the following project areas:

- 1) Definition of Big Data Infrastructure Requirements: IBB seeks to integrate the data that currently exists in a number of unconnected systems and databases to improve municipal planning. The TA Contractor would provide an implementation plan for a Big Data initiative that would require the implementation of communications, technology and applications infrastructure necessary to support a cloud based environment capable of aggregating data from across the municipality into a central depository.
- 2) Geographic Information System (GIS) Geospatial Analytics: IBB seeks to better utilize existing and planned GIS technology to reduce costs, improve city services, and support disaster and crisis awareness, management and mitigation. The TA would include an assessment of existing GIS uses and develop recommendations for additional capabilities, with a focus on utilizing GIS to improve citizen services.
- 3) Browse, Search and Discovery Portal System: IBB seeks to further develop an online portal to provide government and citizen access to the comprehensive data stored in the planned cloud based environment. The TA Contractor would review the existing online

browse, search and discovery capabilities and develop requirements for procuring sophisticated infrastructure and applications.

- 4) Disaster Management: IBB seeks to implement data collection and analysis tools that would enable first responders to efficiently communicate and respond to crisis situations that may arise in Istanbul. The TA would assess current disaster management practices that exist for the Municipality of Istanbul and provide recommendations for new capabilities.
- 5) Citizen 360: Due to the increased citizen engagement, IBB seeks to develop improved systems for understanding citizen needs and, in turn, developing additional citizen IT services. The TA would develop a recommendation for a Citizen 360 Initiative to enhance citizen digital interaction with municipal services.

Portions of a background Definitional Mission (USTDA Activity No. 2014-21015A), conducted by the ICD Corporation in January 2015, are provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of the Project is to improve Istanbul city's operations, enhance crisis and disaster management, and provide efficient and reliable public services for the citizens of Istanbul. 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\$673,055. **The USTDA grant of \$US673,055 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\$673,055 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 Istanbul Smarter City Initiative.

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\$673,055.

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 Turkish.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

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

Hakki Tok
Istanbul Buyuksehir Belediye Baskanligi
Kasim Sokak
Merter, Gungoren, Istanbul
Phone: [90] (212) 449-4520
Fax: [90] (212) 449-4526
Email: hakki.tok@ibb.gov.tr

An Original and four copies of your proposal must be received at the above address no later than 4:00 p.m. / 16:00 on 09.14.2015 with e-mail submission and latest by 09.21.2015 in hard copy.

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 four copies should be collectively wrapped and sealed, and clearly labeled, including the contact name and the name of the project.

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

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

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

2.16 AUTHORIZED SIGNATURE

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

2.17 EFFECTIVE PERIOD OF PROPOSAL

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

2.18 EXCEPTIONS

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

2.19 OFFEROR QUALIFICATIONS

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

2.20 RIGHT TO REJECT PROPOSALS

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

2.21 PRIME CONTRACTOR RESPONSIBILITY

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

2.22 AWARD

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

2.23 COMPLETE SERVICES

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

2.24 INVOICING AND PAYMENT

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

Section 3: PROPOSAL FORMAT AND CONTENT

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

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

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$673,055, which is a fixed amount.

Offerors shall submit one (1) original and four (4) 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:

The team that will perform the TA will need to have depth of knowledge in several subject matter disciplines. Each of the areas of technical expertise is described below:

- A. Disaster/Crisis Management – A subject matter expert with knowledge and experience with disaster/crisis management from a smart city perspective will need to be involved in the project. The skills required of this individual include assessment of existing practices, high level system design, documentation, specification and implementation planning.
- B. Big Data Expert – The big data expert will need to have specific experience with smart city applications including citizen oriented applications and others that require

- the integration of data that cross functional boundaries. The individual(s) will require experience having designed such systems based on the integration of data from multiple legacy systems, sensors, video and other inputs. The individual(s) must have the methodology and experience to be able to define a need and devise a solution based on the integration of data from a variety of sources. The team must be able to take into consideration data availability, quality, required infrastructure including communications, cloud computing applications and other related expertise and experience.
- C. Big Data Architecture Expert – The big data architecture expert will need to address all issues related to big data architecture, specifically, integration of data, big data technology, communications and governance.
 - D. GIS Expert – The GIS Expert will be responsible for working with the team to analyze and make recommendations on the most effective use of mapping and spatial illustrations for use in the Smarter City Projects defined in the course of the TA project. This individual will be responsible for the assessment, recommendations, and specification of the GIS system requirements for the project.
 - E. Communication and Sensor Technology Expert – This expert will have experience in developing communication and sensor infrastructure in support of smart city projects.
 - F. Master Data Management Expert – This expert will have the experience in developing improved systems for citizen IT services.
 - G. Communications – The communications expert will need to have experience in smart city planning and execution of public and private networks. The person(s) will need to have experience in assessing current network infrastructure and designing future networks to support the needs of the user. This person will be a local individual from Turkey.
 - H. Smart City Strategic Consultant/Project Manager – The smart city consultant will need to be a seasoned consultant who has worked extensively on smart city projects from initial design through implementation. The individual will need to be able to perform assessments and make recommendations based on understanding the needs of the city and be able to turn this into a strategic vision for planning purposes. The individual must be able to draw on significant experience from other cities and experiences.

Selection Criterion	Max. Points
Expertise and skills of proposed personnel	40
Proposed approach to the TA and to the individual tasks	35
Pertinent international experience	15
Experience and capabilities of Local Support	10
Total:	100

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

Price will not be a factor in contractor selection.

ANNEX 1

Hakki Tok
Istanbul Buyuksehir Belediye Baskanligi
Kasim Sokak
Merter, Gungoren, Istanbul
Phone: [90] (212) 449-4520
Fax: [90] (212) 449-4526
Email: hakki.tok@ibb.gov.tr

Istanbul Smarter City Initiative (USTDA Activity No. 2015-21008A)

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. Istanbul Smarter City Initiative. 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 develop a Technical Assistance (TA) that will help improve city operations, enhance crisis and disaster management, and provide efficient and reliable public services for the citizens of Istanbul.

The Istanbul Metropolitan Municipality (IBB) is the administrative organization of Istanbul, responsible for the general management of the city. Its area of responsibility encompasses the entire provincial territory, which spans a total area of 5,343 km² with an estimated population of 14.2 million. The IBB maintains Istanbul's critical infrastructure, including emergency management services, energy and environmental resources, information and technology interfaces, and municipal transportation. Under the IBB umbrella, there are 53,000 employees, twenty-eight municipal enterprises, and two public utility corporations. IBB has implemented several "Smart" projects, such as the implementation of intelligent transportation systems and interactive construction management. IBB seeks to further their Smart City investments and enlist USTDA technical support to assist in developing a Big Data Initiative, which would aggregate data from all municipal domains to provide a comprehensive solution for IT management of the municipality, but also improve their capabilities in disaster management and citizen engagement services. The TA will assess the existing infrastructure and provide technical specifications and implementation plans for the following project areas:

- 1) Definition of Big Data Infrastructure Requirements: IBB seeks to integrate the data that currently exists in a number of unconnected systems and databases to improve municipal planning. The TA Contractor would provide an implementation plan for a Big Data initiative that would require the implementation of communications, technology and applications infrastructure necessary to support a cloud based environment capable of aggregating data from across the municipality into a central depository.
- 2) Geographic Information System (GIS) Geospatial Analytics: IBB seeks to better utilize existing and planned GIS technology to reduce costs, improve city services, and support disaster and crisis awareness, management and mitigation. The TA would include an assessment of existing GIS uses and develop recommendations for additional capabilities, with a focus on utilizing GIS to improve citizen services.

- 3) Browse, Search and Discovery Portal System: IBB seeks to develop an online portal to provide government and citizen access to the comprehensive data stored in the planned cloud based environment. The TA Contractor would review the existing online browse, search and discovery capabilities and develop requirements for procuring sophisticated infrastructure and applications.
- 4) Disaster Management: IBB seeks to implement data collection and analysis tools that would enable first responders to efficiently communicate and respond to crisis situations that may arise in Istanbul. The TA would assess current disaster management practices that exist for the Municipality of Istanbul and provide recommendations for new capabilities.
- 5) Citizen 360: Due to increased citizen engagement, IBB seeks to develop improved systems for understanding citizen needs and, in turn, developing additional citizen IT services. The TA would develop a recommendation for a Citizen 360 Initiative to enhance citizen digital interaction with municipal services.

The U.S. firm selected will be paid in U.S. dollars from a \$673,055 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

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

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

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

to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English and Turkish directly to the Grantee by 4:00 p.m. / 16:00 local time, September 14, 2015 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

Project Description

The Istanbul Metropolitan Municipality (IMM) is the public sector entity in Turkey responsible for general management of the city of Istanbul including housing, social services, transportation services, health services, environmental management, cultural services, urban and social order management and disaster management.

The IMM has implemented many “Smart City” projects and would now like to expand their services in Istanbul with the goal of making Istanbul an even “Smarter City”. IMM views a smarter city as incorporating domains for transportation, education, health services, power, security, and crisis management. The IMM is interested in expanding its capacity to support its Smart City offerings through the implementation of a “Big Data” system that would support not only the current collection of structured data, but will also be able to support the collection and analysis of unstructured data such as data from sensors or video. Data from these and other domains will need to be integrated and correlated to help drive insights, enhance decision making and promote key actions to making the city smarter.

The goal of this project is to expand the current electronic smart city offerings through the use of “Big Data”. This effort will entail the consolidation of multiple command centers that currently exist around the city of Istanbul and will require enhancement of the communications, technology and applications infrastructure necessary to support a cloud based environment capable of aggregating data from a number of sources including, but not limited to, other institutions, existing databases, customer relationship management systems, central government and other municipalities. Additional sources of data will also include sensors and video. The outcome of this effort will be the ability to aggregate data from a variety of sources to generate meaningful information that will support citizens, aid in crisis and disaster management, enhance city management and provide tools for analytics and decision support.

The focus of the project will be added capabilities in several service areas, including:

- Disaster/Crisis Management – Systems that support crisis/disaster detection, management and mitigation.
- A 360° view of the citizen – Systems for understanding citizen needs and the provision of citizen services.
- Decision Support – Systems that support data collection and analysis for all aspects of city management.
- Geospatial and city based longitudinal capabilities to effect awareness – Systems that support Geographic Information Systems.
- Sophisticated browse, search, and discovery portal – Portal system to support access to data repositories.
- Infrastructure Enhancement – Specifically, the Big Data Infrastructure required to support Big Data Cloud based environment for data collection and analysis.

The TA will require assessments of the existing data and technical infrastructure and provide recommendations regarding the use of “Big Data” for the expansion of existing services and the implementation of new services. The total project value is estimated to be between

US\$25M and \$40M and will be implemented incrementally in phases with IMM funds. Each of the project components will define a list of prioritized initiatives. The TA will focus on both assessing the current environments for the areas listed above, including data, infrastructure and needs and make recommendations for implementation of the prioritized initiatives. The TA will assist the IMM in defining the methodology to be used for integration of the disparate data sources, the analysis and subsequent actions to be taken resulting from the collection and analysis. The TA will also develop the functional and technical specifications needed to procure the necessary technology and services identified in each of the initiatives listed above.

The project will be unlikely to impact any environmental, legal or regulatory policies; however, a review will be undertaken as part of the TA to investigate any issues that may arise through implementation of this project.

Project Sponsor's Capabilities and Commitment

The Project Sponsor has previously received a USTDA Technical Assistance grant. In 2012, USTDA approved funding in the amount of \$595,743 for a contract to provide TA to help develop Turkey's Greater Istanbul Municipality for the implementation of a Consolidated Technology Center. The objective of the TA was to consolidate over 40 municipal data centers, command and control centers and call centers that are currently operated and maintained by numerous municipal agencies into a common Technology Center. The TA provided a comprehensive blueprint for data and systems migration, as well as plan for the consolidation of resources within the proposed Technology Center. IBM (Contractor) was selected to conduct the TA. To date, the project is in the process of implementation.

Procurement at the IMM is performed through an international tender process. IMM encourages both international and local organizations, but prefers to enlist local partners to ensure the success of the project. It can be assumed that Turkish branches of U.S. companies are considered local partners. The IMM works closely with the local offices of U.S. companies. There are no restrictions in the public sector that would limit the involvement of U.S. companies.

The timeline for full implementation of the proposed initiatives will range 3-4 years. This will depend on the scope of the projects defined in the TA's work. The bulk of the spending should be accomplished in the first 3 years. The project will likely be a turnkey project with some of the work performed by the IMM. This will depend on the specific initiatives and related scope. ICD Corporation does not see the need at this point in time to recommend new regulations or policies. This may change once the scope of the initiatives is defined, but at this point it is premature to make regulatory recommendations.

ANNEX 3



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

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS
[As of January 17, 2014]

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 Study 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 Study 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



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 Istanbul Metropolitan Municipality (“Grantee”). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$673,055 (“USTDA Grant”) to fund the cost of goods and services required for a Technical Assistance (“TA”) on the proposed Istanbul Smarter City Initiative (“Project”) in Turkey (“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). 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, 2016 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 Head of Information Technology for the Istanbul Metropolitan Municipality. 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: Hakki Tok
Istanbul Buyuksehir Belediye Baskanligi
Kasim Sokak
Merter, Gungoren, Istanbul
Phone: [90] (212) 449-4000
Fax: [90] (212) 449-4526
Email: hakki.tok@ibb.gov.tr

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: MENA_Europe@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 15/16 1001
Activity No.: 2015-21008A
Reservation No.: 2015117
Grant No.: GH201521117

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.

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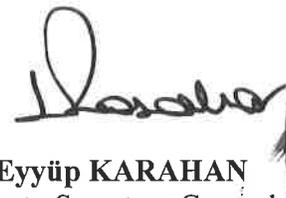
IN WITNESS WHEREOF, the Government of the United States of America and the Istanbul Metropolitan Municipality, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in the English language in their names and delivered as of the day and year written below. 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**



Heather LANIGAN
USTDA Country Manager for
East, North Africa, Europe & Eurasia

**For Istanbul Metropolitan
Municipality**



Eyyüp KARAHAAN
Deputy Secretary General of
Istanbul Metropolitan Municipality

Date: 18.06.2015

Date: 18.06.2015

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 Istanbul Metropolitan Municipality (“Client”), dated _____ (“Grant Agreement”). The Client has selected _____ (“Contractor”) to perform the Technical Assistance (“TA”) for the Istanbul Smarter City Initiative project (“Project”) in Turkey (“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.

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, 2016, 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 15/16 1001
Activity No.: 2015-21008A
Reservation No.: 2015117
Grant No.: GH201521117

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

The Istanbul Metropolitan Municipality (IMM)(Grantee) has implemented several “Smart City” projects and is now wishing to expand their services in Istanbul with the goal of making Istanbul an even “Smarter City”. The Grantee defines a Smarter City as “incorporating domains for transportation, education, health services, power, security, and crisis management”.

The objective of the Technical Assistance (TA) is to improve city operations, enhance crisis and disaster management, and provide efficient and reliable public services for the citizens of Istanbul. The Grantee seeks to improve its operations through procuring enhanced IT solutions and developing a cloud based environment capable of aggregating data from existing municipal databases and information inputs. This “Big Data” infrastructure would allow the Grantee to retrieve data from a variety of domains that would generate comprehensive analytics to support citizens and improve decision making and planning within the municipality.

The outcome of this TA shall be added capabilities in several service areas, including:

- 1) Disaster/Crisis Management:** The TA shall assess current disaster management practices that exist for the Municipality of Istanbul and provide recommendations for new capabilities.
- 2) Citizen 360°:** The TA shall develop a recommendation for a Citizen 360 Initiative to enhance citizen digital interaction with municipal services.
- 3) Geographic Information System (GIS) Geospatial Analytics:** The TA shall assess existing GIS uses and develop recommendations for additional capabilities, with a focus on utilizing GIS to improve citizen services.
- 4) Browse, Search and Discovery Portal System:** The TA shall review the existing online browse, search and discovery capabilities and develop requirements for procuring sophisticated infrastructure and applications.

The TA shall also assess the existing Grantee IT Infrastructure and provide recommendations regarding the use of “Big Data” that would lead to the implementation of communications, technology and applications infrastructure necessary to support a cloud based environment capable of aggregating data from across the municipality into a central depository.

The specific initiatives associated with this project are detailed below as tasks for completion.

Task 1 – Kickoff Meeting, Document Review, Site Inspections and Stakeholder Consultations

Within 45 days of signing the Contract, the Contractor shall travel to Istanbul and meet with the Grantee to discuss the TA and gain understanding of the perspectives and priorities of officials within the relevant offices of the Grantee.

The Grantee shall provide to the Contractor and the Contractor shall review all relevant and available reports regarding the Grantee's current ICT infrastructure and IT systems. The Contractor shall perform site inspections of the facilities and systems anticipated to be assessed during the TA.

The Contractor shall solicit input and recommendations from key stakeholders in the Grantee's ICT Department as well as other key users within the Municipality, as identified by the Grantee.

Deliverables: The Contractor's deliverable for Task 1 is as follows:

As a result of the aforementioned discussions, the Contractor's deliverable for Task 1 shall be an inception report and detailed project plan with timeframes, deliverables and responsibilities of the Grantee and the Contractor for completion of the tasks outlined in the Terms of Reference. This report shall incorporate all findings, analysis and recommendations derived from the work performed under Task 1.

Task 2 – Disaster/Crisis Management

The Contractor shall perform an assessment of the current crisis management practices and disaster recovery/business continuity plans that exist for the Municipality of Istanbul and provide recommendations for new capabilities. The purpose of this task is to benchmark existing practices and provide recommendations for emergency management system solution(s) enhancements.

The Grantee is interested in implementing a set of data collection and analysis tools that would enable first responders to efficiently communicate and respond to crisis situations that may arise in Istanbul. The emergency management solution(s) would enable the Grantee to efficiently collect and aggregate existing and future data, which may be in the form of historical event information, sensor data, system status and video. The Contractor shall recommend solutions to enable data sharing across organizational boundaries to mitigate disaster or crisis situations.

The recommended emergency management solution(s) would provide sophisticated analytic engines to automatically process available data and provide intelligent insights into key performance indicators and trends. These solution(s) would require the implementation of additional infrastructure in the form of crowd sensing capabilities, video surveillance systems and other recommend technology(ies) to provide the needed data for emergency management oversight and decision making. The Contractors'

recommendations shall also provide capabilities for communications that assume the unavailability of traditional means of communication, such as the Grantee's proprietary Citywide Radio Communication System and network (Wi-Fi, Wimax, Fiber Net).

Considering the infrastructure that already exists, the Contractor shall provide detailed recommendations for best practice disaster and crisis management solutions, including recommendations on the required infrastructure; a roadmap for phased implementation; and detailed budgets for each of the recommended phases, which include all aspects related to implementation (consulting, capital expenses, implementation, training, maintenance and others as necessary).

In order to procure the recommended solution(s), a set of detailed specifications, both functional and technical, must be developed for inclusion in the procurement documents for the acquisition of the applications, technology, and infrastructure required to implement the solution(s). The Contractor shall develop detailed specifications for a system to be implemented to support the aforementioned needs for inclusion in the Grantee's procurement documents.

Deliverables: The Contractor's deliverables for Task 2 are as follows:

1. The Contractor shall deliver a report with an assessment of the current disaster management practices and disaster recovery/business continuity plans that exist for Istanbul with recommendations for new capabilities.
2. The Contractor shall provide a report with detailed recommendations for best practice disaster and crisis management solutions, including recommendations on the required infrastructure; a roadmap for phased implementation; and detailed budgets for each of the recommended phases, which include all aspects related to implementation (consulting, capital expenses, implementation, training, maintenance and others as necessary).
3. The Contractor shall develop a report with detailed specifications for solution(s) to be implemented to support the aforementioned needs for inclusion in the Grantee's procurement documents.

These reports shall incorporate all findings, analysis and recommendations derived from the work performed under Task 2.

Task 3 - Citizen 360 Services

Due to the increased interest in citizen engagement, the Grantee seeks to develop improved systems for understanding citizen needs and, in turn, develop additional citizen IT services. The TA would develop a recommendation for a Citizen 360 Initiative to enhance citizen digital interaction with municipal services. The Grantee seeks to implement best practices for the provision of citizen information through the establishment of a central data repository, which will enable the Grantee to aggregate data from IT domains across municipal entities and services. The objective is to be able to better serve the citizen through the addition of new services or elimination of duplicate or unnecessary services.

At present, the Grantee provides some electronic citizen services, such as “IBB Mobile”, which is a mobile portal of applications for traffic monitoring; citizen service requests (known as *Beyazmasa*); and e-municipality services for license applications; and electronic tax payment.

The Contractor shall perform a thorough assessment of the citizen services currently being provided by the Grantee and provide recommendations, an implementation plan and required budgets to offer the recommended citizen services in Istanbul. These recommendations shall recommend all necessary infrastructure improvements such as communications, portals, sensors, software and/or other items required for the delivery of the recommended services.

The procurement process required to achieve the recommended solution must have a set of functional and technical specifications that can be included in the procurement documents that define all of the required applications, technology, services and other components to affect the recommended solution. The Contractor shall develop detailed specifications for the development of a big data repository specific to the Citizen 360 services that can be included in the procurement documents to support the delivery of Citizen 360 services.

Deliverables: The Contractor’s deliverables for Task 3 are as follows:

1. The Contractor shall develop an assessment of the citizen services currently being provided by the Grantee. The Contractor shall provide recommendations, an implementation plan and required budgets to offer the recommended Citizen 360 services in Istanbul. The budget must include all necessary infrastructure improvements such as communications, portals, sensors, software and other items required for the delivery of the recommended services.
2. The Contractor shall develop a report with detailed functional and technical specifications for the development of a big data repository specific to the Citizen 360 services that can be included in the procurement documents in support of the delivery of Citizen 360 services.

These reports shall incorporate all findings, analysis and recommendations derived from the work performed under Task 3.

Task 4 - Geographic Information Systems (GIS) Geospatial Analytics

The Grantee is interested in using Geographic Information Systems (GIS) technology to reduce costs, improve city services, create a better community for citizens of Istanbul and support disaster and crisis awareness, management and mitigation. This technology will allow citizens to have better information via interactive maps and will make it easier for the Municipality to deliver needed services such as hospitals, clinics, police stations and other government based service centers. The Task shall recommend and prioritize potential uses of GIS for the Grantee.

The Contractor shall review the Grantee's current GIS capabilities. Based on the Contractor's review of the existing capabilities, the Contractor shall develop a strategic plan for the use of GIS by the Grantee. The strategic plan shall be broken down into short, medium and long terms phases with associated budgets. The short term goal shall be well developed within the context of identified Grantee objectives and have a specific implementation plan.

The Contractor shall provide the Grantee with the functional and technical specifications required for acquisition of all required goods and services to affect the short term implementation of the GIS through an international procurement process. The Contractor shall develop a set of functional and technical specifications that can be used for procurement of infrastructure, applications, technology, and services required to implement Phase I of the GIS system.

Deliverables: The Contractor's deliverables for Task 4 are as follows:

1. The Contractor shall provide a report with an assessment of existing GIS uses and capabilities and recommendations for expansion based on the needs defined by the Grantee. The recommendations shall include a strategic plan with short, medium and long term strategies for implementation for the use of GIS to meet identified Grantee objectives. The recommendations shall include an implementation plan with budgets for each phase that include all requirements including training, technology, applications, maintenance, etc. required to affect the plan.
2. The Contractor shall develop a set of functional and technical specifications that can be used for procurement of infrastructure, applications, technology, and services required to implement Phase I of the GIS system plan.

These reports shall incorporate all findings, analysis and recommendations derived from the work performed under Task 4.

Task 5 - Sophisticated Browse, Search, and Discovery Portal

The Grantee seeks to provide access to the data stored in the planned cloud- based environment for a variety of users, including those in the public domain. This necessitates the development of a portal that can be used for the dissemination of this data. The portal would provide a platform for the delivery of expanded or additional services, which would include a data directory so that citizens can view and access the available municipal data.

The Contractor shall define the portal requirements, taking into consideration what may already exist at the Grantee in the form of Browse, Search and Discovery capabilities. The Contractor's recommendations shall include all goods and services, including maintenance costs for four years, with associated budgets and an implementation plan for rolling out browse, search and discovery capabilities as envisioned by the Grantee.

Once the recommendations and plans have been agreed to between the Contractor and the Grantee, the Grantee shall request specifications to initiate a procurement process. The Contractor shall develop the functional and technical specifications required for acquisition of all required goods and services to affect the acquisition of Browse, Search and Discovery capabilities through an international procurement process.

Deliverables: The Contractor's deliverables for Task 5 are as follows:

1. The Contractor shall provide a report with an assessment of existing Browse, Search and Discovery capabilities and develop a set of recommendations, implementation plan and associated budgets for developing and acquiring sophisticated capabilities with well-defined requirements for additional infrastructure and applications needed to support these objectives.
2. The Contractor shall develop a set of functional and technical specifications that can be used for procurement of infrastructure and applications needed to support the recommended Browse, Search and Discovery capabilities.

These reports shall incorporate all findings, analysis and recommendations derived from the work performed under Task 5.

Task 6 – Decision Support Utilizing Big Data

The Grantee wishes to implement a central repository of “Big Data” by integrating the data that currently exists in a number of unconnected systems and databases. The ability to integrate and access this data is key to increasing the capacity for city planning and innovation. Once this data is available in a central repository that is capable of supporting both structured and unstructured data (data from sensors, satellites, social media, mobile communications, email, radio frequency identification and existing enterprise applications), city planners can utilize this data as a tool, for example, emergency and disaster planning and decision support. It is recommended that two or three specific Big Data initiatives be recommended that are definable and achievable as a result of this TA. The Contractor shall work with the Grantee to identify the data for integration based on prioritized requirements that government leaders may be unable to address using traditional approaches.

The Contractor shall conduct a thorough analysis of the related existing data repositories, including an assessment of what additional data needs to be collected to support the goals of the selected initiatives. Recommendations must then be made as how to best organize and utilize this data for the purpose of analysis and delivery of decision support services specific to the defined initiative.

While specific initiatives for the collection, storage, integration and analysis of data will be defined, the Contractor shall also develop an overall design for the big data system that will define the terms of architecture, technology, applications, communications capabilities, tools and any other needs identified as a result of performing a Grantee

needs analysis. The Contractor shall make recommendations and develop a roadmap that includes the methodology and required infrastructure for transition to the big data environment. This must include the associated budgets related to the enhancement of the infrastructure, definition of the architecture, technology, applications and tools needed to support decision support as defined by the Grantee.

Finally, the Contractor shall develop a set of functional and technical specifications that can be included in follow-on procurement documents to acquire the needed infrastructure, architecture, technology, applications, communications, training, tools recommended to meet the needs of the solution recommended by the Contractor. Specifications for a Big Data environment with tools and required infrastructure including search engines, data collection requirements, data structures and associated equipment necessary to realize the goals, shall be defined by the Contractor and approved by the Grantee.

Deliverables: The Contractor's deliverables for Task 6 are as follows:

1. The Contractor shall develop a detailed report that defines the recommended Big Data initiatives including scope and desired results. This shall include an inventory of the existing data repositories and requirements for the collection of additional data from other sources, recommendations for the optimization of data collection, storage and retrieval and the methodology for integration and analysis of the data.
2. The Contractor shall provide a implementation report that includes the methodology and required infrastructure for transition to the big data environment. This shall include the associated budgets related to the enhancement of the infrastructure, definition of the architecture, technology, applications and tools needed to support Big Data decision support as defined by the Grantee.
3. The Contractor shall develop a report with a detailed set of functional and technical specifications for inclusion in the bidding documents to acquire the needed infrastructure, architecture, technology, applications, communications, tools and any other items recommended to meet the needs of the solution recommended by the Contractor.

These reports shall incorporate all findings, analysis and recommendations derived from the work performed under Task 6.

Task 7 - Definition of Big Data Infrastructure Requirements

The Grantee will need to implement appropriate infrastructure capable of supporting all of the initiatives defined in Tasks 2-6. The recommended infrastructure shall include the cloud, big data environment, data center and communications capabilities necessary to support access, storage and processing of the data received from devices and other

sources related to the aforementioned initiatives. This shall require a thorough review of the current Grantee infrastructure, assessment of the current IT environment and associated IT infrastructure and provide recommendations for a proposed infrastructure capable of supporting the planned needs of the IMM related to the aforementioned initiatives detailed in Tasks 2-6. This task shall include two main objectives:

1. The Contractor shall assess what infrastructure currently exists and determine future requirements for the Grantee-hosted big data cloud based environment. This should include the existing communications environment installed in the Istanbul (Fiber, MPLS and Wi-max) data center(s) and associated applications and technology that shall be implemented as part of the data center consolidation project. This analysis shall consider all of the aforementioned initiatives including, but not limited to, services related to disaster/crisis management, 360° view of the citizen, GIS and sophisticated Browse, Search, and Discovery, and decision support, defined in Tasks 2-6 of this TA. Budgets shall be defined for the big data infrastructure required to support all initiatives and provide a phased implementation plan.
2. The Grantee seeks to consolidate the current command and control centers that have been implemented in the past to support existing services. The Grantee shall require assistance in determining which command and control centers to integrate, methodology for integration and the cost associated with each integration initiative. The Contractor shall develop an inventory of the existing command and control centers and assess the current command and control center environment. The Contractor shall provide with recommendations on the methodology to integrate the command and control centers.

The Contractor shall develop a comprehensive report of the functional and technical specifications for the aforementioned objectives that can be included in the procurement process that cover all infrastructure, technology, applications, hardware, communications, services, training, maintenance and other items as needed to support the identified Grantee initiatives noted in Tasks 2-6. The Contractor shall work with the Grantee to determine what data is most appropriate for integration and the most suitable method for storage and distribution of the data. The required specification shall address each initiative (disaster/crisis management, 360° view of the citizen, GIS and sophisticated browse, search, and discovery, decision support and command and control center consolidation) and provide a recommended implementation plan so that the Grantee can procure the needed capabilities separately (one by one) or as groups in a phased manner based on available budget.

Deliverables: The Contractor's deliverables for Task 7 are as follows:

1. The Contractor shall provide a report with an assessment and inventory of the current Grantee infrastructure including the existing communications environment installed in the Istanbul (Fiber, MPLS and Wi-max) data center(s) and associated applications and technology that shall be implemented as part of the data center

consolidation project. Recommendations shall be provided that define the required architecture in terms of systems, management tools, applications and services required to support the Grantee's big data cloud based environment for disaster/crisis management, 360° view of the citizen, GIS and sophisticated Browse, Search, and Discovery and decision support. The recommendations shall include the budgets associated with each of the aforementioned capabilities (i.e. disaster/crisis management), a plan for phased acquisition of capacity and an implementation plan for deploying the required systems, infrastructure and applications.

2. The Contractor shall create an inventory and perform an assessment of the existing command and control centers with recommendations on which command and control centers could be integrated, methodology for integration, required budget and the implementation plan. Budgets shall be provided for each of the integration initiatives so that the Grantee has budget information for planning purposes.
3. The Contractor shall provide a comprehensive report with the functional and technical specifications that could be included in the procurement process. These specifications shall address all infrastructure, technology, applications, hardware, services, training, maintenance and other items as needed to support the identified Grantee initiatives. The required specifications shall address each initiative (disaster/crisis management, 360° view of the citizen, GIS and sophisticated browse, search, and discovery, command, decision support, and control center consolidation) and provide a recommended implementation plan so that the Grantee can procure the needed capabilities separately or as groups in a phased manner based on available budget.

The reports shall fully incorporate all findings, analysis and recommendations derived from the work performed under Task 7.

Task 8 - Economic Analysis of the Smarter City Project Initiatives

In order to provide the Grantee with sufficient information to responsibly manage and maintain the infrastructure for each of the projects, the Contractor shall develop a Life Cycle Cost Analysis (LCCA) as part of the overall project cost estimate. The LCCA shall examine the total initial capital costs to plan, design, develop, and build the project, and also shall include a detailed analysis of the costs associated with the long-term operation of the project, which includes maintaining the facilities, equipment and other assets financed as part of the project. Such costs include, but are not limited to, warranties, operation, maintenance, acquisition, installation, refurbishment, and disposal costs that could be encountered throughout the life of the project. This shall be performed for each of the project initiatives including disaster/crisis management, 360° view of the citizen, decision support, GIS, sophisticated Browse, Search, and Discovery and infrastructure (Tasks 2-7). The LCCA should account for each of the projects separately

with a grand total for all of the project costs for Tasks 2-7. This will provide the Grantee the detailed information required for planning and budgeting.

Deliverable: The Contractor's deliverable for Task 8 is as follows:

The Contractor's deliverable for Task 8 is a report, including electronic spreadsheets, describing the economic analysis performed detailing all of the Life Cycle project costs in the form of a Life Cycle Cost Analysis (LCCA). This shall be performed for each of the project components including disaster/crisis management, 360° view of the citizen, , GIS, sophisticated browse, search, and discovery, decision support and big data infrastructure (Tasks 2-7). The report shall fully incorporate all findings, analysis and recommendations derived from the work performed under Task 8.

Task 9 – Financial Analysis

The Contractor shall define the financial requirements necessary to implement the project, which may include determining the availability of equity and debt financing, and the views of potential financing entities. The Contractor's report shall help progress the project to implementation through the identification of sources of project financing.

Deliverable: The Contractor's deliverable for Task 9 is as follows:

The Contractor's deliverable for Task 9 is a report that defines the financial resources required to implement each of the projects defined in Tasks 2-7 and the potential sources of funding to support the projects. The report shall fully incorporate all findings, analysis and recommendations derived from the work performed under Task 9.

Task 10 – Preliminary Environmental Impact Analysis

The Contractor shall conduct a preliminary review of the project's anticipated impact on the environment with reference to local requirements and those of the U.S. government and multilateral lending agencies (such as World Bank). This analysis shall include the identification of potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage. The Contractor should also outline all work required by the Grantee, following the completion of the USTDA activity and prior to project implementation.

Deliverable: The Contractor's deliverable for Task 10 is as follows:

The Contractor's deliverable for Task 10 shall be a Preliminary Environmental Impact Assessment that fully incorporates all findings, analysis and recommendations derived from the work under Task 10.

Task 11 – Regulatory Review

The Contractor shall perform a review of regulatory and policy issues related to the project initiatives assessed in Tasks 2-7. The Contractor shall evaluate any domestic regulations or policies that may impact the project's viability or prognosis for moving the project toward implementation.

Deliverable: The Contractor's deliverable for Task 11 is as follows:

The Contractor's deliverable for Task 11 shall be a review of regulatory and policy issues that fully incorporates all findings, analysis and recommendations derived from the work performed under Task 11.

Task 12 – Development Impact Measurements

The Contractor shall report on the potential Development Impact of the Project in Turkey. The Contractor should focus on what the economic development outcomes will be if the Project is implemented according to the TA recommendations. While specific focus should be paid to the immediate impact of the specific Project that is being considered, the Contractor should include, where appropriate, any additional development benefits to the Project. The analysis of potential benefits of the Contractor should be as concrete and detailed as possible. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

1. Infrastructure Development and Efficiency Gains: Improved output through advanced technology. New technologies introduced to a host country resulting in an increase of efficiency, capacity, or output/process improvement.
2. Human Capacity Building: Training and skill development. Training and Skill Development delivered during project implementation.
3. Promoting Safety and Security: Improved safety and/or security. Improved human safety and/or security resulting from project implementation
4. Other: Describe any other developmental impacts or benefits that would result from the project, in particular: increased transparency of the work of IMM to the citizens of Istanbul, the types of services provided to citizens of Istanbul and the overall impact on citizens of this project.

Deliverable: The Contractor's deliverable for Task 12 is as follows:

The Contractor's deliverable for Task 12 shall be a detailed development impact assessment that addresses the aforementioned development impact categories and fully incorporates all findings, analysis and recommendations derived from the work performed under Task 12.

Task 13 – U.S. Sources of Supply

While aiming at optimum specifications and characteristics for the Project, the Contractor shall prepare an assessment of the availability of potential U.S. sources of supply for each of the components necessary for the implementation of the Project. The Contractor shall

include the business name, point of contact, address, telephone, e-mail, and fax numbers for each source. In addition, the Contractor shall specify the potential products and services that would be offered for each initiative and guidance on how the U.S. supplier should engage to participate in the project. The Contractor shall provide a project overview to U.S. companies identified as capable of supplying the projected goods and services identified in each of the project initiatives.

Deliverable: The Contractor's deliverable for Task 13 is as follows:

The Contractor's deliverable for Task 13 shall be report with an assessment of U.S. sources of supply with detailed list of prospective sources that can supply components necessary for the implementation of the initiatives identified in each of the project components discussed in Tasks 2-7 that fully incorporates all findings, analysis and recommendations derived from the work performed under Task 13. As part of Task 13, the Contractor shall also provide a project overview to U.S. companies identified as capable of supplying the projected goods and services identified in each of the project initiatives. The project overview shall be approved by the Grantee prior to distribution.

Task 14 - Implementation Plan

The Contractor shall develop detailed a comprehensive Smarter City implementation plan, incorporating the implementation plans for each of the project components defined in Tasks 2-7. The plan should show both the plan for each of the individual initiatives as well as total project plan for all initiatives.

Deliverable: The Contractor's deliverable for Task 13 is as follows:

The Contractor's deliverable for Task 14 shall be a report that details the implementation plans for each of the projects and all projects together based on Tasks 2-7 that fully incorporates all findings, analysis and recommendations derived from the work performed under Task 14.

Task 15 - Final Report

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

ANNEX 6



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

U.S. Firm Information Form

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

USTDA Activity Number [To be completed by USTDA]

Activity Type [To be completed by USTDA]	Feasibility Study	Technical Assistance	Other (specify)
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Activity Title [To be completed by USTDA]

Full Legal Name of U.S. Firm

Business Address (street address only)

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

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
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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

Project Manager

Name	Surname	
	Given Name	

Address

Telephone

Fax

Email

Negotiation Prerequisites

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

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

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

U.S. Firm's Representations

U.S. Firm shall certify to the following (or provide 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		Date	
Full Legal Name of U.S. Firm			



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"/>