

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

**PORTS VESSEL TRAFFIC MANAGEMENT AND
SECURITY AND SURVEILLANCE SYSTEMS**

Submission Deadline: **12:00pm NOON**
LOCAL TIME
NOVEMBER 13, 2009

Submission Place: AGENCE NATIONALE DES PORTS
LOTISSEMENT MANDARONA 300 LOT. NO. 8
SIDI MAAROUF
CASABLANCA, MOROCCO
PHONE 212-522-78-99-81
FAX 212-522-78-61-09

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\$280,238 to L'Agence Nationale des Ports (ANP) (The National Ports Agency) of Morocco (the "Grantee") in accordance with a grant agreement dated June 8th, 2009 (the "Grant Agreement"). USTDA has provided a grant to the Grantee for a Vessel Traffic Management System and Security and Surveillance Systems Feasibility Study. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

Morocco's 33 ports, of which 12 are open to international commerce, handled 76.8 million tons (41.7 million tons import, 26.2 million tons export and 8.9 million tons transshipment through Tangier Med). In 2008, all Moroccan ports under direct supervision of ANP, with the exception of Tangier Med, handled 815,000 TEU (Twenty tons Equivalent Unit) container traffic, which is an increase of 12.6 percent from the previous year. Casablanca handled 86% of container traffic and Safi handled 5 million tons of general cargoes, which represent 6 percent of total traffic. Overall, 98% of Morocco's trade originates through its ports.

ANP was created in December 2006 as part of a major government reform to improve the competitiveness of all Morocco's ports. Previous to ANP, the Office d'Exploitation des Ports (ODEP) served as both the national port authority and the commercial operator of Morocco's ports, which resulted in high costs, inefficient operations, and loss of productivity. Since the establishment of separate authorities for commercial operations and port management, private investment in port infrastructure have increased while operational costs have decreased.

In support of continuing reforms and increased attention to security needs, ANP would like to procure and install a VTMS/security system for the Ports of Casablanca and Safi, which have been identified as priority projects by ANP. VTMS are shore-side systems that establish and maintain shipping safety in ports, rivers and coastal waters. Shippers use the information to guide their ships safely through busy shipping lanes, while port authorities use the information to precisely identify and track ships. VTMS/security systems also collect conditions on suspicious boats on vessel transportation in ports and on coastal regions using cameras and underwater inspection and diver detection sonar equipment, which aid customs law enforcement and improvement of customs systems and procedures. ANP views the addition of VTMS/security systems as part of their ongoing efforts to increase the efficiency and marketability of their ports for use as a hub in the Mediterranean region.

The FS will evaluate and develop the technical specifications for vessel traffic management systems for the Ports of Casablanca and Safi. The FS will also investigate and develop the technical specifications for a security and surveillance system for both ports. The project will include a task to ensure participation of one member of the Contractor team in a planned VTMS/security system Orientation Visit to the United States for Morocco. The FS is intended to

identify the specific needs for VTMS/security system to assist ANP with the procurement of such systems.

A background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

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

1.3 PROPOSALS TO BE SUBMITTED

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

The amount for the contract has been established by a USTDA grant of US\$280,238. **The USTDA grant of \$US280,238 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\$280,238 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 Morocco: Ports Vessel Traffic Management System and Security and Surveillance Systems.

2.2 DEFINITIONS

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

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

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

2.3 DEFINITIONAL MISSION REPORT

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

2.4 EXAMINATION OF DOCUMENTS

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

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

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

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$280,238.

2.6 RESPONSIBILITY FOR COSTS

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

2.7 TAXES

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

2.8 CONFIDENTIALITY

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

2.9 ECONOMY OF PROPOSALS

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

2.10 OFFEROR CERTIFICATIONS

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

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

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

2.12 LANGUAGE OF PROPOSAL

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

2.13 PROPOSAL SUBMISSION REQUIREMENTS

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

Mr. Mohamed Jamal Benjelloun
Director General
Agence Nationale des Ports
Lotissement Mandarona 300 Lot no. 8
Sidi Maarouf
Casablanca, Morocco
Phone 212-522-78-99-81
Fax 212-522-78-61-09

An Original and eight (8) copies of your proposal must be received at the above address no later than 12:00pm noon, on November 13, 2009.

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 "original" or "copy number x"; the original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled.

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

2.15 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.

2.16 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 opening of the offers upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

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

2.18 OFFEROR QUALIFICATIONS

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

2.19 RIGHT TO REJECT PROPOSALS

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

2.20 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.

2.21 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 and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 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.

2.23 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\$280,238, which is a fixed amount.

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

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- 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 COMPANY INFORMATION

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Feasibility Study.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number .

3.2.2 Offeror's Authorized Negotiator

Provide 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.

3.2.3 Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror 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 Feasibility Study. The Offeror 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. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____.
2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror 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 Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

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

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

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

3.4 TECHNICAL APPROACH AND WORK PLAN

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

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

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

3.5 SECTION 5: EXPERIENCE AND QUALIFICATIONS

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

As many as possible but not more than six (6) relevant and verifiable project references must be provided for 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 or larger in scope than the Feasibility Study as described in this RFP.

Section 4: AWARD CRITERIA

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

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

	<i>Maximum Points</i>
1. General Experience and Qualifications (10 points)	
1.1 Overall experience of the firm	3
1.2 Overseas experience	3
1.3 Experience in Arab countries	4
2. Specific Applicable Experience (15 points)	
2.1 Amount of experience in the study and design of VTMS and security and surveillance systems	15
3. Approach and Methodology (30 points)	
3.1 Knowledge of proposed work and understanding of the services to be performed as demonstrated by the specific details of the firm's proposal	15
3.2 Appropriateness of the proposed methodology and work plan	10

3.3 Appropriateness of the proposed Training Program as demonstrated by the specific details of firm's proposal	5
4. Qualifications of Proposed Key Personnel (35 points)	
4.1 Qualifications of project leader	20
4.2 Qualifications of other team professionals	10
4.3 Proficiency in French language	5
5. Overall Impression (10 points)	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

Mr. Mohamed Jamal Benjelloun, Director General of Agence Nationale des Ports,
Lotissement Mandarona 300 Lot no. 8, Sidi Maarouf, Casablanca, Morocco, Phone 212-
522-78-99-81, Fax 212-522-78-61-09

B-Ports Vessel Traffic Management and Security and Surveillance Systems Feasibility Study

POC: John Kusnierek, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Ports Vessel Traffic Management and Security and Surveillance Systems Feasibility Study. 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 feasibility study for a Ports Vessel Traffic Management and Security and Surveillance System.

Morocco's 33 ports, of which 12 are open to international commerce, handled 76.8 million tons (41.7 million tons import, 26.2 million tons export and 8.9 million tons transshipment through Tangier Med). In 2008, all Moroccan ports under direct supervision of ANP, with the exception of Tangier Med, handled 815,000 TEU (Twenty tons Equivalent Unit) container traffic, which is an increase of 12.6 percent from the previous year. Casablanca handled 86% of container traffic and Safi handled 5 million tons of general cargoes, which represent 6 percent of total traffic. Overall, 98% of Morocco's trade originates through its ports.

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In support of continuing reforms and increased attention to security needs, ANP would like to procure and install a VTMS/security system for the Ports of Casablanca and Safi, which have been identified as priority projects by ANP. VTMS are shore-side systems that establish and maintain shipping safety in ports, rivers and coastal waters. Shippers use the information to guide their ships safely through busy shipping lanes, while port authorities use the information to precisely identify and track ships. VTMS/security systems also collect conditions on suspicious boats on vessel transportation in ports and on coastal regions using cameras and underwater inspection and diver detection sonar equipment, which aid customs law enforcement and improvement of customs systems and procedures. ANP views the addition of VTMS/security systems as part of their ongoing efforts to increase the efficiency and marketability of their ports for use as a hub in the Mediterranean region.

The FS will evaluate and develop the technical specifications for vessel traffic management systems for the Ports of Casablanca and Safi. The FS will also investigate and develop the technical specifications for a security and surveillance system for both ports. The project will include a task to ensure participation of one member of the Contractor team in a planned VTMS/security system Orientation Visit to the United States for Morocco. The FS is intended to identify the specific needs for VTMS/security system to assist ANP with the procurement of such systems.

The U.S. firm selected will be paid in U.S. dollars from a \$280,238 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 a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/USTDA/FedBizOpps/RFP/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

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

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 12:00pm noon, November 13, 2009 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

For the Moroccan Ports: the project is to procure and install Vessel Traffic Management; Security and Surveillance Systems for two Moroccan ports. Based on the discussions with the DM consultant, the National Ports Agency (L' Agence Nationale des Ports) (ANP) submitted a request to USTDA to fund a feasibility study to develop technical specifications for the procurement of VTMS and port security and surveillance systems for the main Moroccan ports. The DM Contractor reviewed this project, evaluated the project concept, and developed the scope of work and budgetary estimate for the feasibility study. In evaluating the ANP requests, we find:

- The ANP requested USTDA's assistance in the areas of Vessel Traffic Management (VTMS) and port security and surveillance, for two of its ports. A feasibility study for the Moroccan ports would introduce advanced U.S. VTMS technology to ANP officials and users.
- The feasibility study for the Moroccan ports would define the VTMS, port security and surveillance requirements and technical specifications.
- There are twelve major ports in Morocco, which handled 76.8 million tons in the year 2008. The largest port of Casablanca handled 24 million tons and Port of Safi handled 5 million tons. Container traffic reached 815,000 TEU in the year 2008, which represents 12.6 percent increase from previous year.
- The project will help ANP to plan for Vessel Traffic Management, Security and Surveillance Systems for the ports of Casablanca and Safi. These two ports handles more than 40 percent of the total cargo handled by all Moroccan ports.

With this introduction, Telematics Engineering is pleased to present the DM Contractor findings and recommendations regarding the VTMS and Security and Surveillance project for the two Moroccan ports:

1. The project represents a development priority for Morocco. The project sponsor submitted a formal request to USTDA on December 1, 2008. The U.S. Embassy Commercial Service in Morocco showed great interest in USTDA's participation in the port sector.
2. The project would provide substantial developmental impact in several area, including, Infrastructure, Human Capacity Building, and Technology Transfer and Productivity Improvement.
3. The estimated export potential for this project is \$10.5M. The project represents an opportunity for sales of U.S. goods and services that is many times greater than the cost of USTDA's assistance.
4. The project would have a positive environmental impact.
5. Project financing is available through Moroccan ports revenue, which is not tied to a foreign country.
6. The procurement process is open to U.S. firms. The project sponsor showed great interest in U.S. products and services, and the proposed feasibility study will provide the project sponsor with procurement specifications open to the U.S. market.
7. The project shall offset strong competition from several European companies, which benefit from the fact that imports from the EU are mostly exempt from import duties, resulting in a considerable pricing advantage.

Based on the above findings, Telematics Engineering recommends that USTDA approve a grant of \$280,238 to fund the estimated cost for the Feasibility Study.

1. BACKGROUND

1.1 MOROCCAN PORTS

Morocco has a coastline of 3,500 km, 33 ports, including 12 multi-purpose ports (trade, fisheries, Royal Navy) The 12 multi-purpose ports are: Nador, Al Hoceima, Tanger Med, Tanger-Ville, Kénitra, Mohammedia, Casablanca, Jorf-Lasfar, Safi, Agadir, Tan Tan, Laayoune and Dakhla.

L' Agence Nationale des Ports (ANP) manages all Moroccan ports, except the port of Tanger Med, which is managed by Tanger Med SA.

The Moroccan ports handled 76.8 million tons in the year ending August 2008. This represents for the container traffic an increase of 12.6 percent, compared to the previous year. Casablanca handled 31 percent, Mohammedia, 22 percent and Safi, 7 percent of all port traffic in Morocco. The total container traffic reached 815.000 TEU (Twenty-Foot Equivalent Units) in the year ending December 2008, which represents a 12.6 percent increase from the previous year.

The Mega port of Tangier

The Moroccan government approved the implementation of Tangier MED as a huge concession port development project

The Tangier Mediterranean Port phase 1 complex has been operational since 2007. Located 35 km East of Tangier and 12 km from Europe, the Port has the Jebel Ali Free Zone Authority (JAFZA) as a partner. Terminal 1 is operated by APM Terminals Tangier, an APMoller Maersk (Denmark) subsidiary, and started operations in July 2007. Terminal 2 has launched its activities in August 2008. It is operated by Eurogate Tangier whose shareholders include MSC (Switzerland and CMA CGM (France) respectively ranked the 2nd and 3rd largest shipping lines in the world. The Chief Executive Officer of Tangier Med is Said Mehdi and the Director is Mr Rachid Ouali.

Tangier Med is built at the junction of major shipping routes and costs an estimated US\$ 1.3 billion. It will allow Morocco to open up to the world with container traffic on sea routes to the USA, Europe, Africa, the Middle East and Far East. The container terminal is able to host the largest next generation container vessels in the world and has 95 hectares of open areas, a nominal capacity of up to 3.5 million TEUs and connection to the railway network. It establishes Morocco in a leading position with regard to the Mediterranean Euro zone. The Port is developing a 15km free Trade Zone for wholesale and retail corporations and a special RoRo terminal with potentially 8 berths, harbor station and RORO/ITR parking area a capacity of 5 million passengers. A million cars and 500,000 trucks and passenger ferry with rail connection to the port, will be ready in the second quarter of 2009. There will also be a berth dedicated to refined products storage area. This concentrates on the bunkering of vessels at the port and import of refined products for the strait's area. The concession for the refined products storage area was granted to Horizon Terminals (ENOC-UAE). There is also a bulk and general cargo

terminal with a berth at 15mlw (mean low water) and an open area of 15 hectares. A 54 km highway links the port to Free Zones and the Tangier Casablanca Highway.

The Tangier Med project seeks to ensure the development of the North of Morocco as a provider for European markets and takes advantage of the Free Trade Agreement with Europe. Free Trade agreements with the US, Egypt, Turkey, and Jordan will also help to support the development of Morocco's global trade.

Tangier Med port phase II is now well underway following the launch in July 2007. The Tangier Mediterranean Special Agency (TMSA) announced in 2008 that it had awarded concessions for deep-water container terminals in terminals 3 and 4 of the Tangier Med II Port.

Terminal 3 with a throughput capacity of 3 million TEU (20 foot equivalent units) 1,600 meters of quays and 88 hectares of container yard, was awarded to a consortium made up of Maersk A/S of Denmark, APM Terminals of the Netherlands and Akwa Group of Morocco. The capacity of this terminal will be mainly dedicated to Maersk line.

Terminal 4 with a throughput capacity of more than 2 million TEU, 1,200 meters of quays and 54 ha of land was awarded to a consortium made up of PSA (Singapore) Marsa Maroc and SNI (Morocco). This common user terminal will be accessible to a broad range of domestic and international shipping lines. The members of the consortiums selected by TMSA are all leading national and international operators.

AP Moller Maersk Group, which holds a 90 percent interest in terminal 3, is the foremost ship owner in the world with a fleet of more than 500 container ships owned by various sea freight subsidiaries. This group is also the third largest port operator in the world through its subsidiary APM Terminals, which operates an international network of more than 50 terminals in 31 countries with another 14 under development.

Akwa Group is the top ranked Moroccan energy group and the leader in the fuel and gas distribution market. It is also active in other sectors, such as print press, telecommunications and logistics.

PSA, the world's leading container terminal operator will hold a 50 percent interest in the terminal 4 concession. PSA is the second largest port operator in the world, with operations in 28 ports and 16 countries. The group handled 58.9 million TEUs in 2007 including 27 million in the port of Singapore, the largest container port in the world.

Under the 30 year concession agreements which were signed between the consortiums and TMSA, the winning bidders commit to provide all superstructures and equipment needed to operate the two terminals, involving an initial investment of €600 million. The business plans of the future concessionaires anticipate a throughput of more than 5 million TEU for both terminals starting from the 5th year of operation.

The construction works of Tangier Med II was launched at the end of 2008. Tangier Med II terminals 3 and 4 are scheduled to start up at the end of 2012.

With the completion of the Tangier Med II project the Tangier Port Complex will have a container capacity of more than 8 million TEU and hence stand as a leading port in the Mediterranean and as a reference port in the world.

The Tangier Med II concession awards have enriched the port's existing portfolio of partnerships with leading global shipping lines and terminal operators. The intercontinental function of Tangier Med hub port is expected to benefit from the presence in the Terminal 4 concession of PSA, the second largest in the world.

The reform of the Moroccan ports:

The Moroccan ports have long suffered from high costs and time consuming operations. These resulted largely from ODEP being both the national port authority and the commercial operator, with total monopoly on port activities. This situation was further complicated by the monopoly in the stevedoring activities, where few selected stevedores were able to impose their prices and preferences.

These problems resulted in loss of productivity, additional costs to the ports, loss of responsibility, and inefficiency in organization of labor. Since the Moroccan ports handle 95 percent of the country's trade, port sector reform was needed. In December 2006 the reform law 15-02 came into force. This law included the following:

1. Establishment of an adequate legal framework that clarifies the duties, regulates the sector and sets the conditions for being active in the ports.
2. Creation of the regulatory authority of the port sector: the National Agency of Ports (ANP). ANP's main role is to manage all ports, except Tangier Med and to ensure competition.
3. Establishment of the public port, the SODEP, which incorporates the commercial activities of the ODEP.
4. Granting of concessions for new port operators.

ANP imposed a ceiling on the tariffs, which have already dropped by 30 percent since the reform was implemented. The port sector reform resulted in substantial improvements in the quality of port service; raised the level of competitiveness of ports; reduced the costs of handling around 30 percent for containers and 25 percent for trucks, encouraged private investment in infrastructure and port operations, smoothed flow and simplification of the whole chain of port service, and improved transparency in transactions between participants in the port logistics chain.

1.2 THE NEED FOR VTMS

VTMS improves the port operational efficiency through the management of vessel entry/departure and shortens the berthing time of vessels by providing real time information on port operation. VTMS controls the condition of vessel navigation with the information of vessel entry/departure, prevents anchor drag, and ensures the timely pilotage and enforcement of vessel regulation.

The International Convention for the Safety of Life at Sea (July 2002)) states:

1. Vessel traffic services (VTS) contribute to safety of life at sea, safety and efficiency

of navigation and protection of the marine environment, adjacent shore areas, work sites and offshore installations from possible adverse effects of maritime traffic.

2. Governments arrange for the establishment of VTS when, the volume of traffic or the degree of risk justifies such services.

The port of Casablanca is the largest ANP-managed port. Its VTS and security systems need total evaluation and upgrade. Other ports in the north have their own system that would also need to be evaluated to comply with international standards.

1.3 THE NEED FOR SECURITY AND SURVEILLANCE SYSTEM

Maritime safety and port security have become more pressing issues in maritime ports due to a series of factors. These post 9/11 concerns include the threat of terrorism and illegal immigrants who put themselves at serious risk of injury or death by stowing away.

1.4 PROJECT SPONSOR'S CAPABILITIES AND COMMITMENT

The Moroccan law 15-02 dated November 23, 2005 provided the legal and regulatory framework for port sector reform. The law dissolved L'Office d'Exploitation des Ports (ODEP) and created two organizations to assume the responsibilities of ODEP:

1. The Agence Nationale des Ports (ANP) is in charge of managing, regulation and control, granting concessions and infrastructure maintenance of the ports.
2. The Société d'Exploitation des Ports (SODEP) is in charge of cargo handling operations, port operations, and commercial activities. SODEP is doing business as Marsa Maroc.

ANP as the ports regulator is ensuring fair competition and upholding free market by holding on to a public controlling share in the state owned SODEP. This way, ANP is eliminating the risk of the private sector establishing a port-wide monopoly and prevents a return to excessive tariffs.

Implementation of VTMS and security and surveillance systems is a part of ANP effort to improve the operational efficiency of the Moroccan ports. This is a mandate of the Moroccan ports reform.

2. PROJECT DESCRIPTION

The project will help ANP plan for a Vessel Traffic Management and Security and Surveillance Systems for the ports of Casablanca and Safi.

This study will examine the feasibility and develop technical specifications for these systems, which is required before the procurement of these systems. The study comprises the tasks described in the Terms of Reference

TECHNICAL ASSESSMENT

2.1 TECHNOLOGY

The technology for this system will take advantage of advances in technology that improve the navigational decision making of mariners and reduce the costs to levels that make their use feasible. The technology involves an integrated system of electronic equipment, electronic nautical charts, continuous real-time positioning information, information on navigation routes, aids to navigation and shore-based automatic ship

identification system, transponders, and provision of real-time navigational, meteorological, and oceanographic, information. Shipmasters use this information to guide their ships safely through busy shipping lanes. Shore-based port authorities use the information to precisely identify and track ships. This system is a valuable tool for ensuring the safety of navigation and for preventing and controlling marine pollution.

2.2 VESSEL TRAFFIC MANAGEMENT SYSTEMS (VTMS)

VTMS are shore-side systems, which range from the provision of simple information messages to ships, such as position of other traffic or meteorological hazard warnings, to extensive management of traffic within a port or waterway.

The VTMS establishes and maintains shipping safety in ports, rivers and coastal waters. Monitoring is carried by means of X- and S-band radars as primary sensors, supported by a variety of additional identification and assistance tools such as AIS (Automatic Identification System), radio communication equipment.

Generally, ships entering a VTMS area report to the authorities, usually by radio, and may be tracked by the VTMS center. Ships must keep watch on a specific frequency for navigational or other warnings, while they may be contacted directly by the VTMS operator if there is risk of an incident or, in areas where traffic flow is regulated, to be given advice on when to proceed. Safety of Navigation at Sea (SOLAS) states that governments may establish VTMS when, in their opinion, the volume of traffic or the degree of risk justifies such services.

The VTMS establishes and maintains shipping safety in ports, rivers and coastal waters. Monitoring is carried by means of X- and S-band radars as primary sensors, supported by a variety of additional identification and assistance tools such as AIS (Automatic Identification System), radio communication equipment.

A VTMS should always have a comprehensive traffic image, which means that all factors influencing the traffic as well as information about all participating vessels and their intentions should be readily available. Through traffic images, situations that are developing can be evaluated and responded upon. The data evaluation depends to a great extent on the quality of the data that is collected and the ability of the operator to combine this with an actual or developing situation. The data dissemination process exists of conveying the conclusions of the operator.

2.3 PORT SECURITY AND SURVEILLANCE SYSTEM

This system collects conditions on suspicious boats or conditions on vessel transportation in ports and coastal regions by cameras and underwater inspection and diver detection sonar, etc. New systems aim at control and surveillance of port areas. This will involve creating a local data transmission network, including cameras and digital servers, to monitor both security and safety at the ports. The surveillance efforts may be supported by heat detection technology designed to spot intruders who have gained entry to port facilities by concealing themselves in freight vehicles. Better trans-national co-operation between the port authorities and the immigration authorities will also help prevent the entry of illegal immigrants and terrorist attacks. Maritime Security encompass a wide range of issues:

- 1) Coastal Surveillance
- 2) Protections of Offshore Facilities such as Oil- and Gas production, Windmill Parks, Fisheries, etc
- 3) Border Control

- 4) Underwater Protection
- 5) Ship Protection
- 6) Port and Site Protection
- 7) Anti Drug and Illegal Immigration
- 8) Anti-Terrorism
- 9) Systems to fulfill the requirements of the International Ship and Port Facility Security (ISPS) Code
- 10) Security operations typically do involve a multitude of forces and agencies, each of them with their own headquarters and land-, air- and sea-borne units. Reliable and efficient communication and coordination capabilities between these organizations are the ultimate system backbone to establish and maintain a comprehensive homeland security and integrity.

3. IMPLEMENTATION FINANCING

1. Financing from the Export- Import Bank of the U.S. (Ex-Im Bank) is available in Morocco for U.S. exporters. While lending has focused largely on transactions with state enterprises, Ex-Im Bank is keen to work more closely with the private sector in Morocco. U.S. companies competing for government tenders are advised to work closely with the Embassy and Ex-Im Bank once evidence of a foreign competitor's ability to obtain concessional financing becomes clear.
2. Excellent financing terms offered by European suppliers remain an obstacle for U.S. companies but Ex-Im Bank will strive to match concessional financing from foreign competitors' governments.
3. The World Bank (International Bank for Reconstruction and Development - IBRD) and African Development Bank (AfDB) supports a variety of projects in Morocco. IBRD efforts are focused on several areas including the environment, the financial sector, privatization and industrial restructuring, the road network, dams and irrigation. AfDB assistance includes major dam projects. The European Investment Bank (EIB) and the Japanese Economic Development Fund are both involved in financing a variety of major infrastructure projects and vocational training. The EIB also finances imports of European capital goods. U.S. companies participate in World Bank-financed projects in Morocco but are sometimes barred from participating in EU-funded projects.
4. While any of the above-mentioned option could be available, the most likely sources of implementation financing are ANP funds. ANP is planning to fund this project

4. ANALYSIS OF KEY HOST COUNTRY DEVELOPMENT IMPACTS

This project provides substantial developmental impact in several area, including, Infrastructure, Human Capacity Building, Technology Transfer, and Productivity Improvement.

(1) In the area of Infrastructure, this project provides great environmental improvements by helping to reduce oil spill accidents and providing electronic communication instead of fuel operated machinery. Furthermore, it includes development of several infrastructure components such as telecommunications systems. In addition, it improves

overall port security, modernizes international trade by facilitating vessel traffic, enhances port operations, and improves port security.

(2) In the area of Human Capacity Building, the project implementation shall provide substantial human capacity building. It shall create at least 10 new skilled jobs in each of the two ports. It shall offer advanced training for at least 20 of the existing employees in areas of computers and operation of advanced vessel traffic systems and security systems.

(3) In the area of Technology Transfer and Productivity Improvement, the project shall result in the introduction of advanced technologies in several areas including advanced telecommunications, information, management systems, advanced information technology, and modern security technology. The implementation of these systems has proven to increase productivity and efficiency in other leading ports in this field.

5. ENVIRONMENTAL IMPACT AND ANALYSIS

Implementation of a VTMS system shall have a positive impact on the environment by helping to improve the capacity of response to oil spills and therefore reducing the risk of marine disasters.

In addition, most automation projects have a positive impact on the environment. In particular, a telecommunications network transfers voice, data, and images electronically, thereby serving as a substitute for the human movement of information. As less private and public transportation is used to handle communication activity, the spread of noxious fumes to the environment is minimized, and chemical and human-made resources suffer less depletion. Human efficiencies are increased, as valuable time and energies can be allocated to other productive activities. The implementation of telecommunications projects would require the installation of hardware and software systems at various buildings in the various Moroccan ports. There are no components of the project that will require erection of new plants, or factories. In addition, there are no specific emissions or liquid discharges that will result from the implementation of the project. Therefore, unlike in the case of infrastructure (energy, transportation, etc.) or industrial (cement, aluminum plant, etc.) projects, where environmental impacts can be significant, requiring a comprehensive environmental impact assessment, the proposed system will not have any adverse environmental impacts. In addition, the need for environmentally controlled spaces for the equipment and workstations provides clean and dust free workspace. The terms of reference for the feasibility study includes a preliminary review of the project's impact on the environment, with reference to local environmental requirements and those of potential lending agencies. The study should identify potential negative impacts and discuss the extent to which they can be minimized.

6. ECONOMIC ANALYSIS

The economic benefits from this system will derive from two main sources. First, once the VTMS is established, it will lower the costs of shipping by reducing the risk of accidents and by allowing ships to operate in storms and other adverse conditions that would idle them if they relied on conventional navigational systems. It may also generate value for the fishing industry by contributing to improved protection of fish stocks. Second, the improved environmental information systems will help policy makers to

better manage natural resources. The proposed system will be installed in the two Moroccan ports, and neither the costs nor the benefits of a future investment can be assessed without the information to be collected after system implementation and use.

7. FINANCIAL ANALYSIS

The system implementation will have limited if any fiscal implications for Morocco. ANP is expected to bear the costs for maintaining and operating the system because they will benefit directly from the improved navigational services.

As the implementation of VTMS system improves the safety of navigation, it reduces risks of accidents, and is expected to reduce cost of shipping insurance.

Furthermore VTMS implementation helps to improve capacity of response to oil spills. Countries such as Morocco that are signatories to the liability and compensation for oil pollution damage conventions (CLC92 and FUND92) have a strong incentive to maintain oil spill response capacity once created. These conventions entitle signatories to compensation for damage arising from oil spills, but only if countries have maintained adequate capacity to respond to oil spill and limit its damage.

8. REVIEW OF REGULATORY ISSUES

Safety of Navigation at Sea (SOLAS) Treaty states that governments may establish VTMS when, in their opinion, the volume of traffic or the degree of risk justifies such services

The International Ship and Port Facility Security (ISPS) Code is an amendment to the Safety of Life at Sea (SOLAS) Convention (1974/1988) on minimum security arrangements for ships, ports and government agencies. ISPS came into force in 2004. It prescribes responsibilities to governments, shipping companies, shipboard personnel, and port/facility personnel to "detect security threats and take preventative measures against security incidents affecting ships or port facilities used in international trade.

9. IMPACT ON U.S. LABOR

This project has a positive impact on the U.S., if a U.S. company wins the implementation phase. The proposed feasibility study does not provide (a) any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States; (b) assistance for any project or activity that contributes to the violation of internationally recognized workers rights; and (c) direct assistance for establishing or expanding production of any commodity for export by any country other than the United States."

10. U.S. EXPORT POTENTIAL

The following table depicts the estimated export potential for this project:

Good and Services	Price / port (000)
Radar Transceiver (Redundant):	\$300
Radar Antenna	\$50
Computer system (Redundant): Radar tracker, data display system, database system video recording	\$500
Three Workstations: Geographic and data displays communications and radar monitor and control	\$210
Communications Equipment (Redundant), voice recording, antennas	\$100
AIS equipment at VTC (Redundant)	\$60
AIS Equipment for tug boats and pilot boats	\$100
Weather monitoring and reporting station	\$35
Radar, communications, and AIS antenna Tower(s)	\$120
Uninterrupted Power Supply (UPS)	\$20
Installation	\$450
Testing and acceptance	\$200
Operational procedure	\$30
Operation and maintenance training	\$50
System Design and Engineering	\$80
Program Management	\$100
Contingency	\$25
Travel and Accommodation in Country	\$70
Total VTMS	\$2,500

The requested study is for two ports. The estimated export potential for the VTMS systems for two ports = \$7.5M, which is \$2.5M for the port of Safi plus \$5 M for the larger port of Casablanca.

Estimates for export potential of Security and Surveillance Systems for each port will vary according to the size of each port and its specific requirements. An average estimate of \$1M for port of Safi plus \$2M for the larger port of Casablanca, for a total of \$3M for the two ports is a good estimate for the purpose of this report. The total estimated export potential of the Feasibility Study is \$10.5M.

The site survey of the proposed feasibility study shall provide a more accurate budgetary estimate for ANP use.

The main U.S. suppliers of VTMS are Lockheed Martin and Northrop Grumman. Contacts with both companies indicate their interest in doing business in Morocco. Lockheed Martin completed a VTMS for the port of Tangier, Morocco, while Northrop Grumman is currently bidding a major surveillance system in Algiers. The following are examples of VTMS projects, which these vendors recently implemented:

Lockheed Martin:

July 2008: Lockheed Martin deployed the final phase of the VTMS in Turkey. This phase included the addition of three new remote sensor sites to provide coverage of the Marmara Sea and entrance to the Canakkale Straits. Turkey initially rolled out the first phase of the system in 2003 when it deployed Lockheed Martin's VTMS for the Istanbul and Canakkale Straits.

2004: Lockheed Martin completed the first phase of VTMS in Greece. The system included installation of a National VTMS Center at Piraeus and development of control centers for the Piraeus area, Kerkyra, Patra, and Rafina.

2003: Lockheed Martin completed key milestones for the U.S. Coast Guard's Ports and Waterways Safety System (PAWSS), enhancing safety in New York Harbor and other major waterways. The five milestones involved Vessel Traffic Management (VTMS) and Automatic Identification System (AIS) work for the Port of New York and New Jersey, Port of New Orleans, Port of Valdez, AK, Port of Houston and Galveston, and Sault Ste. Marie, MI.

2002: Lockheed Martin completed the final Site Acceptance Test (SAT) for the Gulf of Suez Vessel Traffic Information Management System (VTIMS), which monitors and controls ship traffic in all major port and harbor waters

2002: Lockheed Martin signed a contract to provide Egypt with a fully integrated maritime search and rescue (SAR) system for the Gulf of Suez (GOS) The SAR system complements the Gulf of Suez VTIMS provided by Lockheed Martin under a 1998 contract.

Northrop Grumman: Acquired Sperry Marine (Charlottesville, VA), a major Radar Systems supplier.

December 2008: The U.S. Coast Guard awarded Northrop Grumman a contract to deliver the core Nationwide Automatic Identification System data exchange capability. Under the \$12M contract, Northrop Grumman will provide the necessary shore-side communications, network and processing capability to ensure the effective exchange of Automatic Identification System information between AIS-equipped vessels, aircraft, aids to navigation and shore stations within all major U.S. ports, waterways and coastal zones as well as from AIS-equipped vessels bound for the U.S.

June 2005: Completed a major upgrade of the VTMS for Plymouth Harbor and the Royal Naval Dockyard at Devonport, U.K.,

U.S. Suppliers:

The main U.S. suppliers of VTMS, Security and Surveillance Systems are Lockheed Martin and Northrop Grumman. U.S. Suppliers subcontract computer and telecommunications hardware, and database software to other U.S. companies, including Dell, Hewlett Packard, and Oracle.

11. FOREIGN COMPETITION AND MARKET ENTRY ISSUES

European companies have a good market share in the Moroccan market. Their geographic proximity and aggressive marketing is helping them to gain and maintain this position. The foreign competition in VTMS projects is mainly from the following European companies:

1. Kongsberg Norcontrol IT (Norway):

<http://www.kongsberg.com/eng/KDA/NorcontrolIT/>

July 2008: Upgrade the existing VTMS (Vessel traffic Management and Information Service) at Bintulu Port, Sarawak, East Malaysia. The contract was won by Kongsberg Norcontrol IT Singapore in July 2008 and is for the delivery and commissioning of new VOC5060 computer hardware and software, extensive user training, and maintenance.

January 2008: Awarded a contract from the Port of Rijeka Authority, Croatia to supply vessel monitoring and port management solutions. The scope of supply consists of both software and hardware solutions, including Radar, VHF and three Operator Stations in addition to a Port Management Information System (PMIS) and a web based traffic display with web access to the PMIS.

December 2007: completed an upgrade to the UK's Humber Estuary vessel tracking system (VTMS)

November 2007: Awarded by the Norwegian Coastal Administration, the new Vardø VTMS. This project that provides coverage of southern Norway and the North Sea is called 'C-Scope The recent extension to south Norway makes it responsible for one of the largest single maritime domains in the world.

December 2006: supply Tanzania Ports Authority (TPA) with a new VTMS system for the Port of Dar es Salaam, Tanzania.

September 2006: Awarded the contract to upgrade the VTMS system at Tianjin Port in China with a new VTMS (Vessel Traffic Management and Information System). It features an open system architecture that allows interfacing to other equipment and further expansion. In addition to Norcontrol IT's VOC5060 display software, the contract includes new radar video extraction and tracking functionality, and features improved warning, logging and replay and remote display functionality. Norcontrol IT is responsible for supplying several subsystems including two new radars, a VHF system and equipment for network communication.

September 2005: Norcontrol IT awarded a contract to supply a VTMS system and Port Management and Information System (PMIS) to the new VTMS at Lian Yun Gang seaport, China. The customer is Jiangsu Maritime Safety Administration P.R.C. Norcontrol IT supplied four operator workstations in the Chinese language, which interfaced with Norcontrol IT's Dual PMIS database, also in a Chinese language version. The system includes dual servers for warning and alarm functionality, logging and replay, and an improved tracking CCTV system for the control centre at Lian Yun Gang MSA building. The control center at Jiangsu MSA VTMS has a remote display installed and the two radar sites receive radar tracking systems and integration of the CCTV system.

April 2002: Installed the new VTMS VOC 5060 system at the Marine Exchange

of Southern California. The all-digital system creates a fully integrated information service linked to other port operational areas and functions, including port management and pilot allocation systems.

2. **Atlas Elektronik GMBH (Germany): A joint company of ThyssenKrupp and EADS**

<http://www.atlas-elektronik.com/>

September 2004: Awarded contract to upgrade and extend existing VTMS facilities at Cape Finisterre, Spain from Spanish Maritime Rescue Agency (SASEMAR). The existing remote radar sites at Beo, Tahume and Xastas were modernized with the installation of the Atlas 9760 X- and S- Band radars and associated facilities while a fourth site was installed at Chan das Lagoas. The latter radar site supports an extended traffic separation scheme for improved Navigational safety and protection of the marine environment recently sanctioned by the IMO Safety of Navigation Sub-Committee and provides a long-range radar coverage of up to 55 nautical miles. The network is AIS- compatible and capable of monitoring and controlling movements of an estimated 100,000 vessels per year on the north west coast of Spain.

May 2003: Awarded a contract to supply the Kuwaiti National Coast Guard with a radar-based coastal surveillance system. The system comprises a series of nine Atlas 9760 VTMS high-resolution radar stations providing loss-free digitized raw video for operator detection of all sizes of targets, particularly very small ones. Additionally, some stations include radio direction finders and meteorological sensors as well as specially designed AIS facilities. All the stations are connected via microwave links to two VTMS sub-centers. The main surveillance center is located at the new Coast Guard base at Fintas, which is the largest and most advanced of its type in the Gulf area. Both the main control center and the sub-centers as well as selective radar sites are equipped with new-generation Atlas 9760 PC-based workstations featuring extended video presentation capabilities, while operators are supported by an Atlas 9800 management and information system (MIS). Facilities at the control base, which are to include network and infrastructure management workstations, are supplemented by installation of a custom-designed VTMS simulator consisting of an instructor station and three trainee workstations. The contract is the second to have been recently obtained by ATLAS Elektronik in Kuwait following installation of a new VTMS system at the National Petroleum Company's Mina Al Ahmadi oil refinery as part of an integrated ship approach assembly being developed in cooperation with Marimatech of Denmark.

3. **Sofrelog (France): Acquired by EADS in 2006**

<http://www.sofrelog.com/>

November 2006: Mega Tangier Med project in Morocco. The system consists of a network of 4 radars, AIS and CCTV (including IR and daylight cameras).

September 2005: Completed installation of new generation VTMS and AIS system at Port of Le Havre, France

August 2005: Awarded a contract with Chongqing Maritime Safety Administration to supply VTMS in the Chongqing section of the Three Gorge Reservoir Area of Yangtze River.

November 2005: Completed the integration of new radar in the VTMS system at

the Ports of Bordeaux, France

September 2005: Awarded the SPATIONAV V1 project from Ministry of Defense DGA for surveillance of the whole French Coast line.

September 2005: Port of Le Havre, France: Completion of installation of new generation VTMS and AIS system.

August 2005: Awarded contract to upgrade the Malaysian Sea Surveillance System of the Malacca strait, Malaysia

March 2005: selected by Guardia Civil, Spain to deliver 11 mobile radars. This comes after the completion of 3 similar mobile surveillance units and a fixed system for the Fuerteventura, Canarias Island.

March 2005: Awarded contract for installation of VTMS and AIS in the Port of Nantes, France

October 2004: completed conversion of the 2 VTMS systems integrating latest computers, software features and building advanced redundancy at the Port of London Authority, UK.

September 2004: Completed installation of new VTMS including AIS in the Port of Rouen, France

4. **Selex Sistemi Integrati (Italy):**

January 2007: Awarded a contract with the Yemeni Coast Guard to supply of an integrated surveillance system to secure the Yemenite coasts. The system provides coverage of about 450 kilometers of coasts along the Red Sea and in front of the Eritrean and Somalian coasts. The delivery included a national control centre in Sana'a, an area control centre in Aden, six local control centers, twelve radar workstations and two mobile units. All centers are networked and connected with the national centre in Sana'a. The VTMS general architecture is one of the largest in the world of width of coast coverage. The Yemenite system deploys its capabilities to prevent piracy, intrusion, international smuggling and has an open architecture to allow integration of further capabilities for naval security.

Besides Yemen, Selex Sistemi Integrati has already provided ten VTMS Systems to Italy. In addition, they provided Greece, Russia, and Poland with Vessel Traffic Systems.

5. **Indra (Spain)**

November 2007: Awarded a contract in Latvia to implement an integrated surveillance system for Latvia's naval forces to protect territorial waters and coasts from all sorts of threats. The Project consists of remote fixed stations equipped with sea-surveillance radar systems and night vision camera along 500 kilometers of Latvia's coast. The stations are connected to a center located in Liepaja. The center's function is to integrate all data compiled by sensor stations to create a common and unified scenario of the Latvian coast to alert the systems operators for possible threats (drug traffic, illegal immigration, smuggled goods).

13. FEASIBILITY STUDY BUDGET

Telematics estimates a duration of four months to perform this feasibility study. The study budget is based on the Terms of Reference provided in Section 15 of this report. The budget is provided in Annex 1 of the DM report. The following are the main considerations to develop this budget:

DIRECT COSTS

Direct Labor -

1. Team Leader: The proposed individual has 20 years experience in developing and managing port, marine, security, and information technology projects. It is estimated that 52 days will be required at a daily rate of \$1500. The rate was calculated with a base salary of \$800 a day and includes a fringe benefit rate of 25 percent and an overhead rate of 50 percent.
2. Senior Engineer: - This individual will have 15 years experience in developing, managing, and implementing information technology systems. It is estimated that 52 days will be required at a daily rate of \$1125 a day. The rate was calculated with a base salary of \$600 a day and includes a fringe benefit rate of 25 percent and an overhead rate of 50 percent.

Other Direct Labor:

3. Senior Radar Consultant: The individual will have at least 15 years experience in developing, managing, and implementing VTMS, radar coverage, site surveys and knowledge of VTMS technology. It is estimated that 32 days will be required at a daily rate of \$1547 a day. The rate was calculated with a base salary of \$850 a day and includes a fringe benefit rate of 30 percent and an overhead rate of 40 percent.
4. Senior Security Consultant: The individual will have about 15 years of experience in developing, managing, and implementing security aspects of ports, terminals, or similar installations. It is estimated that 31 days will be required at a daily rate of \$1365 a day. The rate was calculated with a base salary of \$750 a day and includes a fringe benefit rate of 30 percent and an overhead rate of 40 percent.

OTHER DIRECT COSTS

Purchased Services/Contracts

Translation Services - A translator shall be hired in Morocco for 10 days at \$250 day. The translator will accompany the team during meetings and site surveys and provide instant translation. Upon completion of the specification document in the USA, a technical translator will translate the document to French language. It is estimated that 500 pages will be translated at \$3.00 a page. The budget estimate is \$2500 for translation in Morocco and \$1500, for document translation in the USA.

Document preparation and production. - Eight copies of the Final Report will be reproduced and bound in accordance with the Final Report specifications provided by USTDA.

Domestic and Foreign Travel - The Team Leader, Senior Engineer, and the Senior Consultant will travel to Morocco for two weeks to attend a Kick-Off Meeting conduct the site surveys of all ports listed in the TOR, perform the six first tasks of the TOR and discuss their findings with ANP officials.
The budget is provided in Annex 1.

14. RECOMMENDATIONS

Telematics Engineering recommends that USTDA approve a grant of \$280,238 to fund the estimated cost for the Feasibility Study. The following findings support this recommendation:

- 1) The project represents a development priority for Morocco. The project is listed in the 11th development plan. The project sponsor submitted a formal request to USTDA. The U.S. Embassy Commercial Service in Morocco showed great interest in USTDA's participation in the port sector.
- 2) The project provides substantial developmental impact in several area, including, Infrastructure, Human Capacity Building, and Technology Transfer and Productivity Improvement.
- 3) The estimated export potential for this project is \$10.5M. The project represents an opportunity for sales of U.S. goods or services that is many times greater than the cost of USTDA's assistance.
- 4) The project has a positive environmental impact
- 5) The project financing would be available through the ports' revenues, which are not tied to a foreign country.
- 6) The procurement process is open to U.S. firms. The project sponsor showed great interest in U.S. products and services. The proposed feasibility study will provide the project sponsor with procurement specifications open to the U.S. market.
- 7) The project shall offset the strong competition from several European companies, which benefit from the fact that imports from the EU are now mostly exempt from import duties, resulting in a considerable pricing advantage.

12.1 PURPOSE AND OBJECTIVE

This study is to examine the feasibility and develop technical specifications for Vessel Traffic Management, Security and Surveillance System for the ports of Casablanca and Safi. This specification is required before the procurement of this system. The study comprises the tasks described in these Terms of Reference

12.2 BACKGROUND

Moroccan Ports

Morocco has a coastline of 3,500 km, 33 ports, including 12 multi-purpose ports (trade, fisheries, Royal Navy) The 12 multi-purpose ports are: Nador, Al Hoceima, Tanger Med, Tanger-Ville, Kénitra, Mohammedia, Casablanca, Jorf-Lasfar, Safi, Agadir, Tan Tan, Laayoune and Dakhla.

L' Agence Nationale des Ports (ANP) manages all Moroccan ports, except the port of Tanger Med, which is managed by Tanger Med SA.

The Moroccan ports handled 76.8 million tons in the year ending December 2008. Casablanca handled 31 percent, Mohammedia, 22 percent and Safi, 7 percent of all port traffic in Morocco. The total container traffic reached 815.000 TEU in the year ending Decembert 2008, which represents a 12.6 percent increase from the previous year

The Project Sponsor

L' Agence Nationale des Ports (ANP) requested USTDA assistance to fund a Feasibility Study program to develop Technical Specifications for a Vessel Traffic System and security and surveillance system for two Moroccan Ports.

12.3 TEAM QUALIFICATIONS

The performance of the Feasibility Study requires expertise in several areas that are directly or indirectly associated with the planning and designing modern VTMS and Port Security Systems, and supporting facilities and services. The U.S. Consultant should have appropriate experience as described.

Evaluation criteria for selection of the firm to carry out the Feasibility Study will consist of the following:

- Experience and capability of the firm: including a demonstrated ability to develop information technology systems; perform port related security planning; develop VTMS, and overseas experience (preferably in developing countries). (20 points)
- Demonstration of understanding: of the problems and tasks required, and responsiveness of the proposal to the technical scope of the Feasibility Study. This proposal section should present the approach to develop a work program, broken down into the major task areas, clearly showing the extent of the work effort, activities, schedule, effort, and work product. (30 points)
- Qualifications and capability of staff including experience directly related to the project scope dealing with the evaluation, development and implementation of port VTMS and information technology; relevant experience in developing countries with similar socioeconomic background. (25 points)
- Qualifications and capability of staff: including experience directly related to the project scope dealing with maritime security issues; relevant experience in developing countries with similar socioeconomic background. (25 points)

The DM consultant recommends that the Grantee would engage a single firm to carry out the Study. This firm will either provide all of the talent from within the firm or engage sub-consultants as necessary. The entire study will be under the direction of a Team leader, supported by three team members. The following are qualifications of the proposed team:

1. Team Leader: This individual will provide necessary guidance and support to the project to ensure successful completion of the feasibility study for the VTMS, Security and Surveillance System and oversee the completion of the tasks of the Terms of Reference. The proposed individual has 20 years experience in developing and managing port, marine, security, and information technology projects.
2. Senior Engineer - This individual will work with the Team Leader to develop the system specifications and develop the necessary documentation for the feasibility study. The individual will have 15 years experience in developing, managing, and implementing information technology systems.
3. Senior Radar Consultant: This individual will develop questionnaires and conduct site surveys for all the ports listed in the TOR to gather data from local participants and officials for defining the locations of radar, AIS and communications antennas. The individual will have at least 15 years experience in developing, managing, and implementing VTMS, radar coverage, site surveys and knowledge of VTMS technology.

4. Senior Security Consultant: This individual will lead and develop the security aspects of the project. The individual will have about 15 years of experience in developing, managing, and implementing security aspects of ports, terminals, or similar installations.

At least one of the four-team members must be fluent in the French language.

ANNEX 3



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

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

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

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

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

NATIONALITY:

1) Rule

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

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

2) Application

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

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

3) Definitions

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

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

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

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

SOURCE AND ORIGIN:

1) Rule

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

2) Application

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

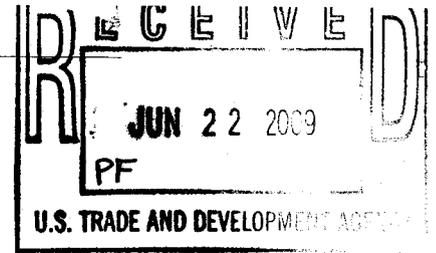
3) Definitions

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

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

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

ANNEX 4



UNITED STATES OF AMERICA

KINGDOM OF MOROCCO

PDF:

UNITED STATES TRADE DEVELOPMENT AGENCY

MINISTRY OF EQUIPEMENT AND TRANSPORT

NATIONAL PORTS AGENCY

USTDA

ANP

CK
SS
NI
LZ
PA
MC
JW

GRANT AGREEMENT BETWEEN

THE UNITED STATES TRADE DEVELOPMENT AGENCY, USTDA

AND

THE NATIONAL PORTS AGENCY, ANP

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 L'Agence Nationale des Ports, Kingdom of Morocco ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$280,238 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Ports Vessel Traffic Management and Security and Surveillance Systems Project ("Project") in Morocco ("Host Country").

1. USTDA Funding

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

2. Terms of Reference

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

3. Standards of Conduct

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

4. Grantee Responsibilities

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

5. USTDA as Financier

(A) USTDA Approval of 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 Approval of Contractor Selection

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

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the Study. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, 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 subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the 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 Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

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

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is June 25, 2010, is the date by which the parties estimate that the Study will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

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

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory 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 clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

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

(B) Marine

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

11. Nationality, Source and Origin

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

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the ~~Grant Agreement are~~ accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

14. Implementation Letters

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement for the purpose of conducting this specific agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

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

16. Representation of Parties

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

17. Addresses of Record for Parties

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

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

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

To: L'Agence Nationale des Ports
Mohamed Jamal Benjelloun
Directeur Général
Lotissement Mandarona 300 Lot no. 8
Sidi Maarouf
Casablanca, Morocco
m_benjelloun@anp.org.ma

Phone: (212) (522) 78-99-81
Fax: (212) (522) 78-61-02

All such communications shall be in English. In addition, the Grantee shall provide the Commercial Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

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

Appropriation No.:119/101001
Activity No.:2009-21012A
Reservation No.:2009210013
Grant No.:GH2009210003

18. Termination Clause

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

19. Non-waiver of Rights and Remedies

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

20. U.S. Technology and Equipment

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

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IN WITNESS WHEREOF, the Government of the United States of America acting through the USTDA and the Government of the Kingdom of Morocco acting through L'Agence Nationale des Ports, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

**For the Government of the
United States of America**



By: Sarah SHAPIRO
Country Manager, USTDA

Date: June 8, 2009

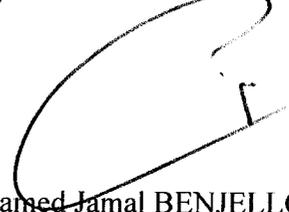
Witnessed:



By: Robert P. JACKSON

Chargé d'Affaires

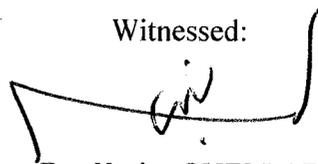
For l'Agence Nationale des Ports



By: Mohamed Jamal BENJELLOUN
Director General

Date: June 8, 2009

Witnessed:



By: Karim GHELLAB

Minister of Equipment and Transport

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex I

Terms of Reference

The objective of this study is to examine the feasibility of and develop technical specifications for Vessel Traffic Management and Security and Surveillance Systems for the ports of Casablanca and Safi. All reports and deliverables for the below stated tasks shall be provided in both French and English by the Contractor to the Grantee.

Site Survey: The Grantee shall provide the contractor with necessary site access to perform site surveys of the ports of Casablanca and Safi, respectively. In addition, The Grantee may provide site escort (when applicable). The contractor shall conduct a 3-week site survey of the ports of Casablanca and Safi. The Contractor shall perform tasks 1 through task 6 described below for each port during the site survey. After completing the six tasks for each port, the contractor shall brief the Grantee of the initial findings before departing to the United States.

Task 1: Planning and Information Gathering: Upon arrival to Casablanca, the contractor shall meet with the Grantee for a kickoff meeting. During this meeting:

- 1) The Contractor shall discuss and finalize the agenda for the 3- week visit to the two ports.
- 2) The Grantee shall prepare in advance and provide the contractor all data required for the two ports, including:
 - All required site access permits and name of Grantee's escort personnel to the ports visits.
 - Traffic statistics, total number of vessels, movements per year, number of vessels by type, and by cargo.
 - Statistics on vessel related incidents, and classification.
 - Published charts and notices to mariners.
 - Maps for the two ports.
 - Reports of previous traffic accidents.
 - Data on installed navigation aids.
 - Organizational charts for the ANP and the two ports authorities.
 - Floor plans for candidate locations of the new VTMS and security and surveillance equipment.
 - Electric power data and available capacity to support the new equipment.
 - Previous studies, reports, and proposals to upgrade the VTMS system at each of the two ports.
 - Previous studies, reports, and proposals to upgrade the two ports' security and surveillance system.

Task 2: Traffic and Navigational Evaluation: The contractor shall perform the following two subtasks:

Task 2A: Traffic Evaluation – The contractor shall perform a traffic evaluation for the two ports in Morocco. The contractor shall:

1. Evaluate traffic statistics;
2. Evaluate incident statistics, and;
3. Identify traffic patterns, approach and departure routes, coastal shipping patterns, ocean-going shipping patterns, and variations in traffic volumes over time.

Task 2B: Evaluation of Navigational Conditions - The contractor shall examine the navigational conditions for the two ports. The contractor shall:

1. Identify existing aids to navigation, buoys, including the number, type, and location;
2. Examine traffic separation schemes, channels, published charts, notices to mariners, and;
3. Identify navigational hazards, localization of previous incidents, hazardous areas, restricted areas, submerged pipes, cables, structures, tidal patterns, and weather patterns.

Task 3: Evaluation of Operational Conditions - The contractor shall evaluate the operational capacities and efficiencies for the two ports. The contractor shall:

1. Examine the port operational organization, the responsible safety authority, the responsible administrative authority, pilot service providers, terminal operations providers, port services providers, principle port customers, and candidate organizations for automation / integration.
2. Identify operational choke points, determine vessel turn around statistics, identify the cause of delays in entrance, and in exit, in service provisions (if any), and candidate functions for automation / integration.
3. Evaluate the manual (existing) information flow and determine origin and control point for arrival data, cargo data, scheduling data. The Contractor shall define information exchange mechanisms and identify candidate functions for automation / integration.

Task 4 - Radar coverage Survey

The Contractor shall perform a site tour and examine port maps in the two ports. The Contractor shall:

- 1) Review all previous studies, reports, and proposals on modernizing the VTMS system.
- 2) Visit the port master area and high altitude locations within the port, main piers, and navigation channel.
- 3) Consider candidate locations for the radar tower and antenna that would provide full coverage of the inner port. Based on the altitude of each location, the Contractor shall estimate the tower height options that shall provide full coverage

of anchorage areas and approaches outside the port. The tower height shall be defined more accurately after the completion of Task 7, when the radar coverage is further defined.

Task 5 - Facility Assessment

The Contractor shall visit all existing facilities in the two ports. The Contractor shall:

- 1) Examine the existing buildings, traffic control space, and electric power sources.
- 2) Consider candidate locations for the new system equipment, either in existing or new buildings when applicable. The Contractor shall take measurements of all candidate spaces needed for the equipment layout required in Task 8.

Task 6 - Port Security Assessment

The Contractor shall perform a site tour and examine port maps in the two ports. The Contractor shall:

- 1) Review all previous studies, reports, and proposals on modernizing the port security and surveillance.
- 2) Visit and review all security installations at all port terminals, main piers, container yards, gates area, and fences.
- 3) Examine the security procedures for vehicle access, personnel access, vehicle identification, and recording and monitoring.
- 4) Consider candidate locations for surveillance cameras and other security equipment.

The above information shall be needed to perform Task 10.

Tasks 1 through 6 DELIVERABLES

Within 20 days after return to the United States, the Contractor shall prepare a preliminary report for each port, documenting the activities, findings, recommendations, and contacts, as specified in Tasks 1 to Task 6 performed in Morocco.

Upon return to the United States, the contractor shall perform the following nine tasks:

Task 7: VTMS Requirements

This Contractor shall specify the VTMS requirements, which includes defining the required areas of coverage, specifying requirements for automation, and detailing the impact on operational efficiencies. The Contractor shall define the functions requiring automation, the requirements for level of integration, and develop recommendations for implementation at each of the two ports. The Contractor shall provide information on U.S. sources of equipment and services, and develop cost estimates for the implementation phase. Business name, points of contact, addresses, email, telephone and fax numbers shall be included for each identified potential U.S. source of supply.

Task 7 DELIVERABLE

The Contractor shall prepare a report describing the VTMS requirements for the two ports (the "VTMS Requirement Document").

Task 8 - Development of VTMS Specifications

Using the VTMS Requirement Document, developed in Task7, the contractor shall prepare Technical Specifications , according to the following two subtasks:

Subtask 8A - Development of VTMS Technical Specification for the two ports

The contractor shall prepare Technical Specifications for the supply and installation of the VTMS System for the ports of Casablanca and Safi:

The Contractor shall prepare each VTMS system including the following subsystems:

- 1) A shore-based harbor radar subsystem, including all the necessary support and accessories for system implementation;
- 2) A radar image processing subsystem;
- 3) A recording subsystem, for VHF, HF and telephone communications;
- 4) All necessary hardware and software; and
- 5) An Automatic Identification System (AIS) for port operations, tug boats and pilot boats.

Task 8B - Auxiliary VTMS Technical Specification for the two ports

The contractor shall prepare auxiliary technical specifications for the supply and installation of the VTMS System for the ports of Casablanca and Safi. In preparing the auxiliary technical specifications, the Contractor shall take into account the following issues:

- 1) The civil work needed to install the VTMS system developed above.
- 2) The building modifications needed to accommodate the VTMS system developed above.
- 3) The Equipment layout of the various system components. The Contractor shall examine the following:
 - Network equipment racks,
 - VTMS servers,
 - AIS equipment,
 - Operators' workstations,
 - Port control workstations,
 - Backup Equipment,
 - Data storage,
 - Network color printers,
 - Voice recorders,
 - External fiber optic cables,
 - Uninterrupted Power supply (UPS) for system equipment, and
 - Fireproof cabinets.

Additionally, the Contractor shall define the VTMS system acceptance testing for both ports as well as the training requirements for VTMS operators and system administrators for both ports.

Task 8 - DELIVERABLES:

The Contractor shall prepare a report detailing the VTMS technical specifications for both ports.

Task 9: Security and Surveillance Requirement

During the performance of this task the contractor shall perform the following subtasks for the ports of Casablanca and Safi:

- 1) Develop a security assessment of the following issues at the two Moroccan ports:
 1. Underwater Protection: The Contractor shall determine if underwater protection is required, and shall recommend the types of recommended equipment needed.
 2. Ship Protection: The Contractor shall recommend sensors and other equipment required for adequate ship protection.
 3. Port and Site Protection: The Contractor shall recommend sensors and other equipment required for adequate port and site protection.
 4. Customs Law Enforcement procedures: The Contractor shall introduce common procedures, and recommend surveillance cameras and other equipment accordingly.
 5. Compliance with the requirements of the International Ship and Port Facility Security (ISPS) Code: The Contractor shall present standard compliance procedures and recommend equipment.
- 2) Compare the completed security assessment with other international security standards including, but not limited to, the International Standards Organization 2800 Series of Standards, the International Ship and Port Facility Security code, and the European Union's Customs Regulation for Authorized Economic Operator.
- 3) Review the procedures and equipment for integrating each terminal's security system (within the port) with overall port security procedures and equipment.
- 4) Review the various operations and efficiency of communication between security organizations at each port. The Contractor shall review the applicability of other international standards of security and surveillance in use at international ports of similar size.
- 5) Specify Security and surveillance requirements and conduct a risk assessment. The Contractor shall consider all sources of risk that may interrupt port operations. The Contractor shall assess the likelihood or vulnerability of each of these risks occurring. The Contractor shall define required areas of coverage.
- 6) Specify requirements for automation and determine the impact on operational efficiencies. The Contractor shall define the functions requiring automation; and the requirements for systems integration at the port.

- 7) Develop implementation recommendations for each of the two ports. The Contractor shall discuss available solutions based on the security standards and codes.
- 8) Provide information on U.S. sources for supplying equipment and services including business name, point of contact, addresses, email, telephone and fax numbers.
- 9) Develop cost estimates for the implementation phase.

Task 9 - DELIVERABLE S

Upon completion of this task the Contractor shall prepare a report detailing the findings of this task.

Task 10 - Security and Surveillance Technical Specifications

This contractor shall develop the Technical Specifications for the supply and installation of an integrated security and surveillance system, at the two ports. The security system shall include the following subsystems:

1. The detection of physical intrusion;
2. An access management and control; and
3. Camera Surveillance of the port areas and activities on land and over the water

Task 10 - DELIVERABLES:

The Contractor shall prepare a report detailing the Security and Surveillance System Technical Specifications for each of the two ports.

Task 11 – Preliminary Environmental Impact Assessment

The Contractor shall prepare a preliminary review of the project's anticipated impact on the environment with reference to local requirements and international agencies (such as the World Bank). This review shall identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Grantee subsequent to the study's completion and prior to project implementation.

Task 11: DELIVERABLE

The Contractor shall prepare a Preliminary Environmental Impact Assessment report.

Task 12: Developmental Impact Assessment

The Contractor shall prepare a report on the project's potential effects on Morocco. The analysis shall focus on what Development Impact is likely if the project is implemented according to the study recommendations. The specific focus shall be paid to the immediate impact of the project. The analysis shall also include any additional developmental benefits that may result from the project's implementation, including spin-off and demonstration effects. The analysis shall assess each of the following categories with respect to the project's potential Development Impact:

- (1) **Infrastructure:** A brief synopsis on the infrastructure impact of the project;
- (2) **Human Capacity Building:** The Contractor shall assess the number and type of local positions that would be needed to construct and operate the proposed project, as well as the number of local people who would receive training; and also describe such potential training program;
- (3) **Technology Transfer and Productivity Enhancement:** The Contractor shall provide a description of any advanced technologies that would be utilized as a result of the project.
- (4) **Other:** Describe any other developmental impacts or benefits that would result from the project, for example, follow-on or replication projects, safer workplace or improved financial revenue flows to Morocco.

Task 12 – DELIVERABLE

The Contractor shall prepare report detailing the developmental impact assessment.

Task 13 - Participation in Orientation Visit

The designated Team Leader of the Contractor's team shall participate in a 2 week Orientation Visit ("OV") to the United States with the Grantee and selected delegates. The Contractor shall serve as a resource for both U.S. businesses and Moroccan delegates throughout the duration of the OV. Based on the work performed for the Project, the Contractor shall be available to answer questions and share expertise with the OV contractor and the Moroccan delegates. The Contractor shall participate in the OV as a full delegate and shall be required to present initial findings of the Project to the U.S. business community. The Contractor shall travel with the Moroccan delegation for the full two-week period. The Contractor shall not be responsible for arranging any travel and logistical arrangements for the OV, nor shall the Contractor be responsible for its own travel costs to participate in the OV. If the OV does not occur, Task 13 shall be eliminated from the Terms of Reference and the Contractor shall not be paid for Task 13. If Task 13 is eliminated from the TOR the sum of \$21,000, which is the budgeted cost for Task 13 shall be eliminated from the budget, and accordingly the USTDA grant shall be reduced by \$21,000, and such funds shall be de-obligated.

Task 14 - Preparation of Preliminary Tender Documents

The Contractor shall assist the Grantee in preparing preliminary tender documents for the recommended system. The documents shall include the following:

1. The VTMS requirements
2. The VTMS Technical specifications
3. The Security and Surveillance requirements
4. The Security and Surveillance Technical specifications

The documents shall indicate the responsibilities of the various parties (Customer, port authorities, other Moroccan agencies, prime vendor, subcontractors, etc.) in the project implementation. The documents shall also describe the quantity of materials to be provided for the system implementation and expansion requirements; technical performance standards to be achieved in compliance with the latest International Association of Lighthouse Authorities (IALA) Recommendations on the Implementation of VTMS and security systems; and the specific time schedules for implementation. The documents shall include a requirement for the bidders to provide recommendations to assist ANP in developing an organizational structure of a proposed VTMS division.

Task 14 DELIVERABLE

The contractor shall prepare preliminary tender documents, as specified in the task.

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, including all deliverables and documents that have been provided to the Grantee. The report shall cover, but not limited to, the following aspects of the contractor's work:

- 1) An introduction providing the study background, the reasons for undertaking this project, the overall objectives, and describing the Scope of Work; and the study participants, and their respective roles.
- 2) An analysis of the required equipment for VTMS and security system.
- 3) An implementation plan for the system, including recommended implementation stages with objectives and basic requirements for each stage
- 4) A recommended system architecture and site locations for the equipment
- 5) Recommended technologies and implementation approaches to support both current needs and future growth.
- 6) Modular costs of various systems.

The Final Report shall be prepared and delivered to USTDA in accordance with Clause I of Annex II of the Grant Agreement. The Contractor shall provide the Grantee with 6 copies of the final report in both English and in French on CD-ROM.

Notes:

- (1) **The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.**
- (2) **The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.**
- (3) **The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.**

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Kingdom of Morocco acting through l'Agence Nationale des Ports ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Ports Vessel Traffic Management and Security and Surveillance Systems project ("Project") in Morocco ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

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

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

C. Nationality, Source and Origin

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

D. Recordkeeping and Audit

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

E. U.S. Carriers

(1) Air

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

(2) Marine

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

F. Workman's Compensation Insurance

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

G. Reporting Requirements

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

H. Disbursement Procedures

(1) USTDA Approval of Contract

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

(2) Payment Schedule Requirements

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

(3) Contractor Invoice Requirements

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

(a) Contractor's Invoice

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

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

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

(ii) For contract performance milestone payments:

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

(iii) For final payment:

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

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

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

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

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

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

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

(c) USTDA Address for Disbursement Requests

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

(4) Termination

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

I. USTDA Final Report

(1) Definition

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

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

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

and

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

and

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

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

(3) Final Report Presentation

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

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

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

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

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

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

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

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

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

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

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is June 25, 2010, is the date by which the parties estimate that the Study will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

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

L. Business Practices

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

M. USTDA Address and Fiscal Data

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

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

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

Fiscal Data:

Appropriation No.:119/101001
Activity No.:2009-21012A
Reservation No.:2009210013
Grant No.:GH2009210003

N. Definitions

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

ANNEX 5

TERMS OF REFERENCE

The objective of this study is to examine the feasibility of and develop technical specifications for Vessel Traffic Management and Security and Surveillance Systems for the ports of Casablanca and Safi. All reports and deliverables for the below stated tasks shall be provided in both French and English by the Contractor to the Grantee.

Site Survey: The Grantee shall provide the contractor with necessary site access to perform site surveys of the ports of Casablanca and Safi, respectively. In addition, The Grantee may provide site escort (when applicable). The contractor shall conduct a 3-week site survey of the ports of Casablanca and Safi. The Contractor shall perform tasks 1 through task 6 described below for each port during the site survey. After completing the six tasks for each port, the contractor shall brief the Grantee of the initial findings before departing to the United States.

Task 1: Planning and Information Gathering: Upon arrival to Casablanca, the contractor shall meet with the Grantee for a kickoff meeting. During this meeting:

- 1) The Contractor shall discuss and finalize the agenda for the 3- week visit to the two ports.
- 2) The Grantee shall prepare in advance and provide the contractor all data required for the two ports, including:
 - All required site access permits and name of Grantee's escort personnel to the ports visits.
 - Traffic statistics, total number of vessels, movements per year, number of vessels by type, and by cargo.
 - Statistics on vessel related incidents, and classification.
 - Published charts and notices to mariners.
 - Maps for the two ports.
 - Reports of previous traffic accidents.
 - Data on installed navigation aids.
 - Organizational charts for the ANP and the two ports authorities.
 - Floor plans for candidate locations of the new VTMS and security and surveillance equipment.
 - Electric power data and available capacity to support the new equipment.
 - Previous studies, reports, and proposals to upgrade the VTMS system at each of the two ports.
 - Previous studies, reports, and proposals to upgrade the two ports' security and surveillance system.

Task 2: Traffic and Navigational Evaluation: The contractor shall perform the following two subtasks:

Task 2A: Traffic Evaluation – The contractor shall perform a traffic evaluation for the two ports in Morocco. The contractor shall:

1. Evaluate traffic statistics;
2. Evaluate incident statistics, and;
3. Identify traffic patterns, approach and departure routes, coastal shipping patterns, ocean-going shipping patterns, and variations in traffic volumes over time.

Task 2B: Evaluation of Navigational Conditions - The contractor shall examine the navigational conditions for the two ports. The contractor shall:

1. Identify existing aids to navigation, buoys, including the number, type, and location;
2. Examine traffic separation schemes, channels, published charts, notices to mariners, and;
3. Identify navigational hazards, localization of previous incidents, hazardous areas, restricted areas, submerged pipes, cables, structures, tidal patterns, and weather patterns.

Task 3: Evaluation of Operational Conditions - The contractor shall evaluate the operational capacities and efficiencies for the two ports. The contractor shall:

1. Examine the port operational organization, the responsible safety authority, the responsible administrative authority, pilot service providers, terminal operations providers, port services providers, principle port customers, and candidate organizations for automation / integration.
2. Identify operational choke points, determine vessel turn around statistics, identify the cause of delays in entrance, and in exit, in service provisions (if any), and candidate functions for automation / integration.
3. Evaluate the manual (existing) information flow and determine origin and control point for arrival data, cargo data, scheduling data. The Contractor shall define information exchange mechanisms and identify candidate functions for automation / integration.

Task 4 - Radar coverage Survey

The Contractor shall perform a site tour and examine port maps in the two ports. The Contractor shall:

- 1) Review all previous studies, reports, and proposals on modernizing the VTMS system.
- 2) Visit the port master area and high altitude locations within the port, main piers, and navigation channel.
- 3) Consider candidate locations for the radar tower and antenna that would provide full coverage of the inner port. Based on the altitude of each location, the Contractor shall estimate the tower height options that shall provide full coverage of anchorage areas and approaches outside the port. The tower height shall be

defined more accurately after the completion of Task 7, when the radar coverage is further defined.

Task 5 - Facility Assessment

The Contractor shall visit all existing facilities in the two ports. The Contractor shall:

- 1) Examine the existing buildings, traffic control space, and electric power sources.
- 2) Consider candidate locations for the new system equipment, either in existing or new buildings when applicable. The Contractor shall take measurements of all candidate spaces needed for the equipment layout required in Task 8.

Task 6 - Port Security Assessment

The Contractor shall perform a site tour and examine port maps in the two ports. The Contractor shall:

- 1) Review all previous studies, reports, and proposals on modernizing the port security and surveillance.
- 2) Visit and review all security installations at all port terminals, main piers, container yards, gates area, and fences.
- 3) Examine the security procedures for vehicle access, personnel access, vehicle identification, and recording and monitoring.
- 4) Consider candidate locations for surveillance cameras and other security equipment.

The above information shall be needed to perform Task 10.

Tasks 1 through 6 DELIVERABLES

Within 20 days after return to the United States, the Contractor shall prepare a preliminary report for each port, documenting the activities, findings, recommendations, and contacts, as specified in Tasks 1 to Task 6 performed in Morocco.

Upon return to the United States, the contractor shall perform the following nine tasks:

Task 7: VTMS Requirements

This Contractor shall specify the VTMS requirements, which includes defining the required areas of coverage, specifying requirements for automation, and detailing the impact on operational efficiencies. The Contractor shall define the functions requiring automation, the requirements for level of integration, and develop recommendations for implementation at each of the two ports. The Contractor shall provide information on U.S. sources of equipment and services, and develop cost estimates for the implementation phase. Business name, points of contact, addresses, email, telephone and fax numbers shall be included for each identified potential U.S. source of supply.

Task 7 DELIVERABLE

The Contractor shall prepare a report describing the VTMS requirements for the two ports (the "VTMS Requirement Document").

Task 8 - Development of VTMS Specifications

Using the VTMS Requirement Document, developed in Task7, the contractor shall prepare Technical Specifications , according to the following two subtasks:

Subtask 8A - Development of VTMS Technical Specification for the two ports

The contractor shall prepare Technical Specifications for the supply and installation of the VTMS System for the ports of Casablanca and Safi:

The Contractor shall prepare each VTMS system including the following subsystems:

- 1) A shore-based harbor radar subsystem, including all the necessary support and accessories for system implementation;
- 2) A radar image processing subsystem;
- 3) A recording subsystem, for VHF, HF and telephone communications;
- 4) All necessary hardware and software; and
- 5) An Automatic Identification System (AIS) for port operations, tug boats and pilot boats.

Task 8B - Auxiliary VTMS Technical Specification for the two ports

The contractor shall prepare auxiliary technical specifications for the supply and installation of the VTMS System for the ports of Casablanca and Safi. In preparing the auxiliary technical specifications, the Contractor shall take into account the following issues:

- 1) The civil work needed to install the VTMS system developed above.
- 2) The building modifications needed to accommodate the VTMS system developed above.
- 3) The Equipment layout of the various system components. The Contractor shall examine the following:
 - Network equipment racks,
 - VTMS servers,
 - AIS equipment,
 - Operators' workstations,
 - Port control workstations,
 - Backup Equipment,
 - Data storage,
 - Network color printers,
 - Voice recorders,
 - External fiber optic cables,
 - Uninterrupted Power supply (UPS) for system equipment, and
 - Fireproof cabinets.

Additionally, the Contractor shall define the VTMS system acceptance testing for both ports as well as the training requirements for VTMS operators and system administrators for both ports.

Task 8 - DELIVERABLES:

The Contractor shall prepare a report detailing the VTMS technical specifications for both ports.

Task 9: Security and Surveillance Requirement

During the performance of this task the contractor shall perform the following subtasks for the ports of Casablanca and Safi:

- 1) Develop a security assessment of the following issues at the two Moroccan ports:
 1. Underwater Protection: The Contractor shall determine if underwater protection is required, and shall recommend the types of recommended equipment needed.
 2. Ship Protection: The Contractor shall recommend sensors and other equipment required for adequate ship protection.
 3. Port and Site Protection: The Contractor shall recommend sensors and other equipment required for adequate port and site protection.
 4. Customs Law Enforcement procedures: The Contractor shall introduce common procedures, and recommend surveillance cameras and other equipment accordingly.
 5. Compliance with the requirements of the International Ship and Port Facility Security (ISPS) Code: The Contractor shall present standard compliance procedures and recommend equipment.
- 2) Compare the completed security assessment with other international security standards including, but not limited to, the International Standards Organization 2800 Series of Standards, the International Ship and Port Facility Security code, and the European Union's Customs Regulation for Authorized Economic Operator.
- 3) Review the procedures and equipment for integrating each terminal's security system (within the port) with overall port security procedures and equipment.
- 4) Review the various operations and efficiency of communication between security organizations at each port. The Contractor shall review the applicability of other international standards of security and surveillance in use at international ports of similar size.
- 5) Specify Security and surveillance requirements and conduct a risk assessment. The Contractor shall consider all sources of risk that may interrupt port operations. The Contractor shall assess the likelihood or vulnerability of each of these risks occurring. The Contractor shall define required areas of coverage.
- 6) Specify requirements for automation and determine the impact on operational efficiencies. The Contractor shall define the functions requiring automation; and the requirements for systems integration at the port.

- 7) Develop implementation recommendations for each of the two ports. The Contractor shall discuss available solutions based on the security standards and codes.
- 8) Provide information on U.S. sources for supplying equipment and services including business name, point of contact, addresses, email, telephone and fax numbers.
- 9) Develop cost estimates for the implementation phase.

Task 9 - DELIVERABLE S

Upon completion of this task the Contractor shall prepare a report detailing the findings of this task.

Task 10 - Security and Surveillance Technical Specifications

This contractor shall develop the Technical Specifications for the supply and installation of an integrated security and surveillance system, at the two ports. The security system shall include the following subsystems:

1. The detection of physical intrusion;
2. An access management and control; and
3. Camera Surveillance of the port areas and activities on land and over the water

Task 10 - DELIVERABLES:

The Contractor shall prepare a report detailing the Security and Surveillance System Technical Specifications for each of the two ports.

Task 11 – Preliminary Environmental Impact Assessment

The Contractor shall prepare a preliminary review of the project's anticipated impact on the environment with reference to local requirements and international agencies (such as the World Bank). This review shall identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Grantee subsequent to the study's completion and prior to project implementation.

Task 11: DELIVERABLE

The Contractor shall prepare a Preliminary Environmental Impact Assessment report.

Task 12: Developmental Impact Assessment

The Contractor shall prepare a report on the project's potential effects on Morocco. The analysis shall focus on what Development Impact is likely if the project is implemented according to the study recommendations. The specific focus shall be paid to the immediate impact of the project. The analysis shall also include any additional developmental benefits that may result from the project's implementation, including spin-off and demonstration effects. The analysis shall assess each of the following categories with respect to the project's potential Development Impact:

(1) Infrastructure: A brief synopsis on the infrastructure impact of the project;

(2) Human Capacity Building: The Contractor shall assess the number and type of local positions that would be needed to construct and operate the proposed project, as well as the number of local people who would receive training; and also describe such potential training program;

(3) Technology Transfer and Productivity Enhancement: The Contractor shall provide a description of any advanced technologies that would be utilized as a result of the project.

(4) Other: Describe any other developmental impacts or benefits that would result from the project, for example, follow-on or replication projects, safer workplace or improved financial revenue flows to Morocco.

Task 12 – DELIVERABLE

The Contractor shall prepare report detailing the developmental impact assessment.

Task 13 - Participation in Orientation Visit

The designated Team Leader of the Contractor's team shall participate in a 2 week Orientation Visit ("OV") to the United States with the Grantee and selected delegates. The Contractor shall serve as a resource for both U.S. businesses and Moroccan delegates throughout the duration of the OV. Based on the work performed for the Project, the Contractor shall be available to answer questions and share expertise with the OV contractor and the Moroccan delegates. The Contractor shall participate in the OV as a full delegate and shall be required to present initial findings of the Project to the U.S. business community. The Contractor shall travel with the Moroccan delegation for the full two-week period. The Contractor shall not be responsible for arranging any travel and logistical arrangements for the OV, nor shall the Contractor be responsible for its own travel costs to participate in the OV. If the OV does not occur, Task 13 shall be eliminated from the Terms of Reference and the Contractor shall not be paid for Task 13. If Task 13 is eliminated from the TOR the sum of \$21,000, which is the budgeted cost for Task 13 shall be eliminated from the budget, and accordingly the USTDA grant shall be reduced by \$21,000, and such funds shall be de-obligated.

Task 14 - Preparation of Preliminary Tender Documents

The Contractor shall assist the Grantee in preparing preliminary tender documents for the recommended system. The documents shall include the following:

1. The VTMS requirements
2. The VTMS Technical specifications
3. The Security and Surveillance requirements
4. The Security and Surveillance Technical specifications

The documents shall indicate the responsibilities of the various parties (Customer, port authorities, other Moroccan agencies, prime vendor, subcontractors, etc.) in the project implementation. The documents shall also describe the quantity of materials to be provided for the system implementation and expansion requirements; technical performance standards to be achieved in compliance with the latest International Association of Lighthouse Authorities (IALA) Recommendations on the Implementation of VTMS and security systems; and the specific time schedules for implementation. The documents shall include a requirement for the bidders to provide recommendations to assist ANP in developing an organizational structure of a proposed VTMS division.

Task 14 DELIVERABLE

The contractor shall prepare preliminary tender documents, as specified in the task.

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, including all deliverables and documents that have been provided to the Grantee. The report shall cover, but not limited to, the following aspects of the contractor's work:

- 1) An introduction providing the study background, the reasons for undertaking this project, the overall objectives, and describing the Scope of Work; and the study participants, and their respective roles.
- 2) An analysis of the required equipment for VTMS and security system.
- 3) An implementation plan for the system, including recommended implementation stages with objectives and basic requirements for each stage
- 4) A recommended system architecture and site locations for the equipment
- 5) Recommended technologies and implementation approaches to support both current needs and future growth.
- 6) Modular costs of various systems.

The Final Report shall be prepared and delivered to USTDA in accordance with Clause I of Annex II of the Grant Agreement. The Contractor shall provide the Grantee with 6 copies of the final report in both English and in French on CD-ROM.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.**
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.**
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.**



ANNEX 6

7. Project Manager's name, address, telephone number, e-mail address and fax number .

B. Offeror's Authorized Negotiator

Provide 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.

C. Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.

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

D. Offeror's Representations

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____ . The Offeror 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 Feasibility Study. The Offeror 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. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good

standing issued within one month of the date of its proposal by the State of _____.

2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror 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 Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____