

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

**PORT OF CASABLANCA SAFETY AND SECURITY FEASIBILITY STUDY
IN MOROCCO**

Submission Deadline: **4:00 PM**
LOCAL TIME
JULY 24, 2012

Submission Place: Mr. Rachid HADI
Director of Operations, Port of Casablanca
Member of the Board of Directors
Marsa Maroc
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Casablanca, Morocco
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SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

**N.B.: Any and all questions pertaining to the RFP should be sent to Anthony O'Tapi
USTDA, 1000 Wilson Blvd, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357,
Fax: (703) 875-4009, aotapi@ustda.gov**

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\$571,458 to Marsa Maroc (the “Grantee”) in accordance with a grant agreement dated March 21, 2012 (the “Grant Agreement”). This grant will support a Feasibility Study (the “Study”) that will identify and recommend site specific initiatives and related investments to improve the security and safety of operations at the Port of Casablanca. The Study will evaluate and recommend the technical, institutional, and financial investments necessary for the Port of Casablanca to fully comply with International Ship and Port Facility Security Code (ISPS) security protocol. The Study will also recommend operational strategies, including safety and security training modules and a revised standard operation procedures manual, to improve the safety of the work environment. In addition, the Study will prepare a Facility and Equipment Requirements Implementation Plan, a Standard Operating Procedures Manual, and a Safety and Security Training Module. 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.

N.B.: The U.S. firm selected to work on the Port of Casablanca Safety and Security Feasibility Study will not be permitted to participate in the implementation phase of the project, per the procurement laws that apply to the Grantee.

1.1 BACKGROUND SUMMARY

With its strategic geographical location, Morocco’s ports system is an international logistics platform between Europe and Africa. Since 1980, Moroccan ports overall shipping volume has been growing at an annual average growth rate of 5%. Accordingly, Morocco is investing in projects to increase port capacity; encourage greater private sector participation in port commercial activities; reduce port transit costs; and strengthen the competitiveness of the national shipping lines. Between 2011-2015, the Moroccan government, through the National Ports Agency (ANP), will invest \$360 million to modernize port infrastructure along its expansive Atlantic coastline.

Morocco has 34 ports, 11 of which include international commercial activities. The Port of Casablanca is the country’s largest port, accounting for 32% of overall national traffic. This traffic is expected to increase as ANP has committed to a new \$76.5 million investment for a logistics and multimodal zone in Casablanca, which will increase the Port’s connectivity to inland transportation sources. The primary goods processed at the Port of Casablanca include vehicles; food products; iron and steel; wood products; cattle feed; coal; and containers.

In 2006, Morocco passed a ports sector reform to split the functions of authority and business operations throughout ports in Morocco, enabling competition between port operators and allowing for increased private sector participation. As result of this legislation, ANP was instituted as the port authority of Morocco and Société D'Exploitation des Ports (Marsa Maroc) as a prime port operator. Marsa Maroc currently manages the ports of Casablanca, Mohammedia, Agadir, Safi, Jorf Lasfar, and Tangier-Med II and employs 2,300 people.

Between 2011-2013, Marsa Maroc plans to issue \$18 million in procurement opportunities for equipment and services to support cargo and container facilities.

As the primary port, the Port of Casablanca is the priority investment of Marsa Maroc and is committed to improving both security and safety throughout their port operations. Currently, the Port of Casablanca is seeking to implement the advanced security measures of the International Ship and Port Facility Security Code (ISPS). Among other standards, the ISPS recommends minimum security arrangements for port facilities used in international trade. Marsa Maroc also recognizes the need to increase safety capacity and improve operating procedures to ensure maximum safety of the port infrastructure, workers, and operators.

Portions of a background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of the Study is to identify and recommend site specific initiatives and related investments to improve the security and safety of operations at the Port of Casablanca. The Study will evaluate and recommend the technical, institutional, and financial investments necessary for the Port of Casablanca to fully comply with ISPS security protocol. The Study will also recommend operational strategies, including safety and security training modules and a revised standard operation procedures manual, to improve the safety of the work environment. In addition, the Study will prepare a Facility and Equipment Requirements Implementation Plan, a Standard Operating Procedures Manual, and a Safety and Security Training Module.

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\$571,458. **The USTDA grant of US\$571,458 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\$571,458 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 the Port of Casablanca Safety and Security Feasibility Study in Morocco.

2.2 DEFINITIONS

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

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

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

2.3 DEFINITIONAL MISSION REPORT

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

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the 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\$571,458.

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 a copy translated to French.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

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

Mr. Rachid HADI
Director of Operations, Port of Casablanca
Member of the Board of Directors
Marsa Maroc
2, Bd des Almohades-20 100
Casablanca, Morocco
Phone: +212 6 61 91 56 03
Email: hadi@marsamaroc.co.ma

An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 PM LOCAL TIME, on JULY 24, 2012.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Proposals received by email will not be accepted. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

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

2.14 PACKAGING

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

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

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

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

2.16 AUTHORIZED SIGNATURE

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

2.17 EFFECTIVE PERIOD OF PROPOSAL

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

2.18 EXCEPTIONS

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

2.19 OFFEROR QUALIFICATIONS

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

2.20 RIGHT TO REJECT PROPOSALS

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

2.21 PRIME CONTRACTOR RESPONSIBILITY

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

2.22 AWARD

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

2.23 COMPLETE SERVICES

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

2.24 INVOICING AND PAYMENT

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

Section 3: PROPOSAL FORMAT AND CONTENT

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

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

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$571,458, which is a fixed amount.

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

Each proposal must include the following:

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

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

3.1 EXECUTIVE SUMMARY

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

3.2 U.S. FIRM INFORMATION

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

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this 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 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 each of the Offeror and any subcontractor, including the following information:

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

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the 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.

4.1 CONTRACTOR MINIMUM QUALIFICATIONS

The Feasibility Study team should have the following minimum qualifications:

- Proven experience and capability to perform feasibility studies for port safety and security projects.
- Complete familiarity with port operations, energy economics, energy planning, and financing options.
- Experience in Morocco or the Middle East and North Africa (MENA) region is required.
- Key personnel must be supported with: 1) detailed resumes for each of the individuals; 2) project and/or regional examples of relevant work activities to the proposed assignment as described in the Terms of Reference and the personnel qualifications enumerated below, and a description of how these project and/or region examples provide evidence of competence and/or expertise as related to the proposed assignment and personnel qualifications; and 3) experience working with

government, state-run organizations particularly in Morocco and/or other MENA countries.

4.2 PERSONNEL QUALIFICATIONS

Team Leader/Port Operations Specialist – The Team Leader/Port Operations Specialist should have: 1) demonstrated experience leading consulting teams on multiple projects; 2) a minimum of 15 years broad experience in the operational aspects of ports, preferably with experience in the development and/or safety and security aspects for ports and other transport facilities; 3) experience in the port and transport sector projects either in Morocco or in the MENA region; and 4) an advanced degree or equivalent experience in economics, industrial engineering, or a related field.

Port Safety and Security Specialist – The port safety and security specialist should have: 1) at least 15 years experience in the development and management of safety and security systems for ports and large transport facilities, and procurement of these items; 2) experience in the port and transport sector projects either in Morocco or in the MENA region; and 3) an advanced engineering degree is required, preferably coupled with a degree in business administration or a related field.

IT and Communications Security Specialist – The IT and communications security specialist should have: 1) at least 15 years experience in the design and implementation of ICT security systems for transport facilities; 2) experience in ICT sector projects either in Morocco or the MENA region preferred; and 3) an advanced IT or computer engineering degree is required.

Financial Specialist – The financial specialist should have: 1) at least 10 years of international experience in financial analysis for the transport sector and relevant facilities such as ports, airports and large transport facilities; 2) experience in the finances of transport infrastructure projects either in Morocco or the MENA regional preferred; and 3) an advanced degree or equivalent experience in public administration, finance, business administration, or a related field.

Institutional/Legal Specialist – The institutional/legal specialist should have: 1) at least 10 years of international experience in institutional analysis and policy formulation in the port and transport sector preferably working with both governments and operators, and experience in private sector participation in port operations; 2) experience in the institutional aspects of transport infrastructure projects either in Morocco or the MENA region preferred, with experience in private sector participation in port operations; and 3) an advanced degree or equivalent experience in public administration/policy, business administration, or a related field.

4.3 AWARD CRITERIA

Given the above minimum qualifications, the selection of the Contractor will be based on the following criteria:

1. General Experience and Qualifications (10%)
 - a. Overall experience of the firm (3%)
 - b. Overseas experience (3%)
 - c. Experience in the MENA countries (4%)
2. Specific Applicable Experience (20%)
 - a. Amount of experience in the study and design of safety and security systems for ports (20%)
3. Approach and Methodology (35%)
 - a. Knowledge of proposed work and understanding of the services to be performed as demonstrated by the specific details of the firm's proposal (15%)
 - b. Appropriateness of the proposed methodology and work plan (20%)
4. Qualifications of Proposed Key Personnel (30%)
 - a. Qualifications of project leader (15%)
 - b. Qualifications of other team professionals (15%)
5. Overall Impression (5%)

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

Price will not be a factor in contractor selection.

A N N E X 1

MR. RACHID HADI, DIRECTOR OF PORT OPERATIONS, PORT OF CASABLANCA,
MEMBER OF THE BOARD OF DIRECTORS, MARSA MAROC, 2, BD DES
ALMOHADES-20 100, CASABLANCA, MAROCCO, PHONE: +212 6 61 91 56 03,
EMAIL: hadi@marsamaroc.co.ma

PORT OF CASABLANCA SAFETY AND SECURITY FEASIBILITY STUDY
IN MOROCCO

POC: Robin Yavuz, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Morocco: Port of Casablanca Safety and Security 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 (the "Study") that will identify and recommend site specific initiatives and related investments to improve the security and safety of operations at the Port of Casablanca. The Study will evaluate and recommend the technical, institutional, and financial investments necessary for the Port of Casablanca to fully comply with International Ship and Port Facility Security Code (ISPS) security protocol. The Study will also recommend operational strategies, including safety and security training modules and a revised standard operation procedures manual, to improve the safety of the work environment. In addition, the Study will prepare a Facility and Equipment Requirements Implementation Plan, a Standard Operating Procedures Manual, and a Safety and Security Training Module.

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The objective of the Study is to identify and recommend site specific initiatives and related investments to improve the security and safety of operations at the Port of Casablanca. The Study will evaluate and recommend the technical, institutional, and financial investments necessary for the Port of Casablanca to fully comply with ISPS security protocol. The Study will also recommend operational strategies, including safety and security training modules and a revised standard operation procedures manual, to improve the safety of the work environment. In addition, the Study will prepare a Facility and Equipment Requirements Implementation Plan, a Standard Operating Procedures Manual, and a Safety and Security Training Module.

The U.S. firm selected will be paid in U.S. dollars from a US\$571,458 grant to the Grantee from the U.S. Trade and Development Agency (USTDA). N.B.: The U.S. firm selected to work on the Port of Casablanca Safety and Security Feasibility Study will not be permitted to participate in the implementation phase of the project, per the procurement laws that apply to the Grantee.

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

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such

requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00 PM LOCAL TIME, JULY 24, 2012 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee 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

2.0 MOROCCO MARITIME SECTOR BACKGROUND

Morocco enjoys a favorable geographic location with its 3,500 km coastline stretching out to Europe and facing the Americas. The country's ports, while significantly different in size from one port to the other, all play an important and necessary role in the local economy. Currently, Morocco has a relatively modern port infrastructure including 34 ports, of which 12 are multi-purpose ports called trade ports, 14 are regional ports dealing with local traffic and fishing in particular, and the rest are marinas. The Port of Casablanca is one of the country's main ports, accounting for nearly 33% of overall national traffic. This port handles mainly sundry goods. Mohammadia specializes in oil traffic, Agadir in fish as well as fruit and vegetables, Safi and Jorf Lasfar in minerals, Tangiers City in passenger transport, and Nador in steel, mining, and food processing industries. Tangier-Med is the newest port in the Kingdom, which when completed in 2015 will be the largest port in Africa, and will operate 8 million containers, 7 million passengers, 700,000 trucks, 2 million vehicles, and 10 million MT of oil products.

The Moroccan foreign trade is strongly dominated by the bulk products (phosphates in terms of export, coal and wheat in terms of import) and liquid bulk products (phosphoric acids in terms of exports and crude oil in terms of imports). In 2010, the overall traffic through Moroccan ports increased by 17.9% consisting of an imports traffic increase of 11.4% while exports traffic increased by 30.3%.

Commercial ports play a central role in the national economy; by handling the transit of nearly all (98%) of the country's external trade, an average annual traffic of 76.8 million tons is estimated.

2.1 Key Sector Players

The National Ports Agency (ANP) established in 2006 oversees the Kingdom's 34 port sites along the coast. ANP's mandate includes the development, maintenance, and modernization of ports to enable them to handle ships and goods in transit under optimum conditions of management, cost, time-frames and security. It is also responsible for ensuring the optimum use of ports, by enhancing port competitiveness, and simplifying procedures, management, and operating methods. Further, it is responsible for ensuring respect of the rules of port safety, operation, and management stipulated by the laws and regulations in force.

The Société d'Exploitation des Ports (Marsa Maroc), which acts as the Supervisory and Management Board of the port sector in Morocco, currently manages most ports in the country. The Tangier Mediterranean Special Agency (TMSA), which is in charge of the Tangier Med project on behalf of the Moroccan government, is responsible for planning, developing, and managing both the Tangier-Med complex and the industrial platform. It was endowed with public powers, establishing the Special Development Zone (SDZ) and the convention agreed upon with the government in 2003. In July 2008, the TMSA awarded the development and management concession to a consortium of Singapore's PSA International, state port operator Marsa Maroc, and SNI, a local investment company. Later in 2009, Marsa Maroc took over PSA's role as the concession holder and operator, and has officially been awarded a concession to operate Container Terminal 4 of the port of Tangier Med II. In pursuance of the terms of the concession contract, Marsa Maroc intends to invest approximately 200 million Euros for the implementation of superstructures, equipment, and human means required for the terminal operating.

Recently, TMSA has undergone a major restructuring, shifting its focus from operational activities to implementing Government strategy, including social and environmental responsibility principles. Under the new structure, TMSA will transfer all of its port assets and prerogatives to the Tangier Med Port Authority (TMPA). As of April 2011, TMPA is now responsible for managing and developing all the components of the Tangier Med port complex. In congruence with this realignment, TMSA has now adopted the Tangier Free Zone Company (TFZ), which is dedicated to the development and management of the free trade and industrial zones.

2.2 Key Challenges and Shortcomings

Despite its recent advancements, the Moroccan port sector still faces a number of challenges. On the institutional side, further reform is still needed to improve the level of competitiveness of the Moroccan ports that meet the international standards and further foster participation of the private sector in financing the infrastructure and equipment within the framework of the procedure of concessions.

There is also a need to modernize the port infrastructure, reorganizing its maintenance, and hosting private firms for the commercial services. Currently, the Moroccan Maritime Transport Policy and Reform are positioned to support and reinforce the Moroccan shipping sector's active participation in global and regional trade. The following are key initiatives to meet those objectives:

- i. Upgrading the exploitation conditions of Moroccan shipping in comparison with the international and the European norms in particular.
- ii. The reform of the Moroccan Fleet to encourage the renewal of the old Moroccan ships to allow, at least, the maintenance of the fleet at the present level in sensitive traffic and at a strong added value.
- iii. Organization and regulation of activities annexed to the maritime transport to integrate the different links of the logistical chain that allows the intervention of different parties.
- iv. Increased monitoring and surveillance through the deployment of VTMS and security systems to help establish and maintain shipping safety in ports, which will also reflect on the port competitiveness and attractiveness.
- v. Increased focus on environmental protection through monitoring at ports handling bulk minerals and coal. This also complements *Green Port* policies that improve the environmental operating conditions and utilize clean energies for operations and environmentally friendly solutions for handling of passengers and cargo.

Box 1. Environmental Issues in Moroccan Ports

Environmental problems in Moroccan ports situated on the Atlantic Ocean coast such as Casablanca, Jorf Lasfar, Agadir and Tan-Tan include both air and water pollution problems. Those are:

- Dust nuisance caused by the loading and unloading of raw materials for the fertilizer industry (phosphates, sulphur, etc.);
- Odor nuisance caused by the import and export of volatile liquids (i.e. ammonium) and by the fishery;
- The lack of adequate facilities for stocking hazardous substances.
- The lack of pollution control equipment;
- The direct discharge of domestic and industrial waste waters in some harbors;
- The lack of water treatment facilities;
- Oil spills caused by tanker accidents and by maintenance activities on vessels;
- Solid waste dumping by the fishing industry in the harbors and in the ocean, on the one hand, and by repairing and abrading of ships in the dry docks, on the other.

3.0 RECOMMENDED PROJECTS

Feasibility Study for Enhancing Safety and Security at the Port of Casablanca

The Port of Casablanca is one of the largest ports of the Kingdom. It boasts handling over 40% of the global traffic passing through all ports under ANP's management and Marsa Maroc operations. Up to December of 2010, Casablanca port handled 13,656,309 tons of the import-export traffic. The following Table summarizes the various terminals within the Port of Casablanca:

Table 1: Port of Casablanca Terminals

Terminal	Length	Depth	Storage Capacity	Equipments	Handled Cargo
Container Terminal	600 meters	12 meters	690,000 m ² for container storage and 300 electric connections for refrigerator containers	Two mobile cranes with 100 tons and 150 tons capacity, six 40 tons gantry cranes, heavy duty straddle loaders, tractors and elevators.	N/A
Ro-Ro Terminal	N/A	8.2 meters	80,000 m ² of storage surface	Two foot bridges each with a capacity for 100 tons.	Trailers and vehicles
Cargo Container	1500 meters of quay, with 12 berths	9-10.5 meters	14,000 m ²	N/A	cereals, iron, steel products, wood and wood products, cattle feed, and oil seeds
Ore Tanker Terminal	390 meters of quay	9.15-10.5 meters	25,000 m ²	N/A	Coal and armaments

In terms of safety and security, the Kingdom of Morocco has suffered from multiple attacks during the last decade. The most recent one was in 2011, when a café in Marrakesh was bombed. In 2003, Casablanca witnessed the bloodiest wave of 33 attacks in one day. To date, there have been no public records of attempts on ports in Morocco. This is partly ascribed to existing security measures at Moroccan ports. Nonetheless, as the Kingdom continues to be a target of attacks, and as those networks develop their capabilities and sophistication, Moroccan port authorities need to keep developing port security measures and procedures, technologies in order to ensure thwarting any future potential attempts.

With respect to occupational safety at Moroccan ports, the year 2010 witnessed the loss of 4 operating agents during operations at the Port of Casablanca. Currently, the Port of Casablanca has no operations procedures' manual. A safety unit is operational with limited capacity as it needs additional human resources, and further training as well as additional funding. The Port of Casablanca management recognizes the need to build capacity and awareness throughout the organization in order to ensure maximum safety for the work environment.

3.2.1 Project Concept and Rational

Safety concerns within ports increase due to the complex nature of port operations. Furthermore, port operation efficiency further amplifies occupational safety hazards. Human factors constitute an important element of occupation safety. Proper training and awareness for staff members is integral to emphasize and establish a safety oriented culture within the work space. Lastly, infrastructure and equipment play a major role in curbing safety hazards and limiting the frequency of incidents and accidents.

As mentioned, the Moroccan maritime sector is a major contributor to the Moroccan economy. As Morocco strives to enhance its maritime Sector's competitiveness, security becomes a major concern. Currently, the Port of Casablanca is not compliant with international standards for port facilities' security. As the port is a complex system with multiple stakeholders, security systems and measures must ensure ultimate security without being obtrusive to existing operations. Indeed, a fine balance is a crucial concern, as security should not prevent port operations' efficiency. Furthermore, the Port of Casablanca lacks a holistic approach to security. Multiple security systems and procedures are in place, however, there is no proper integration or coordination between them.

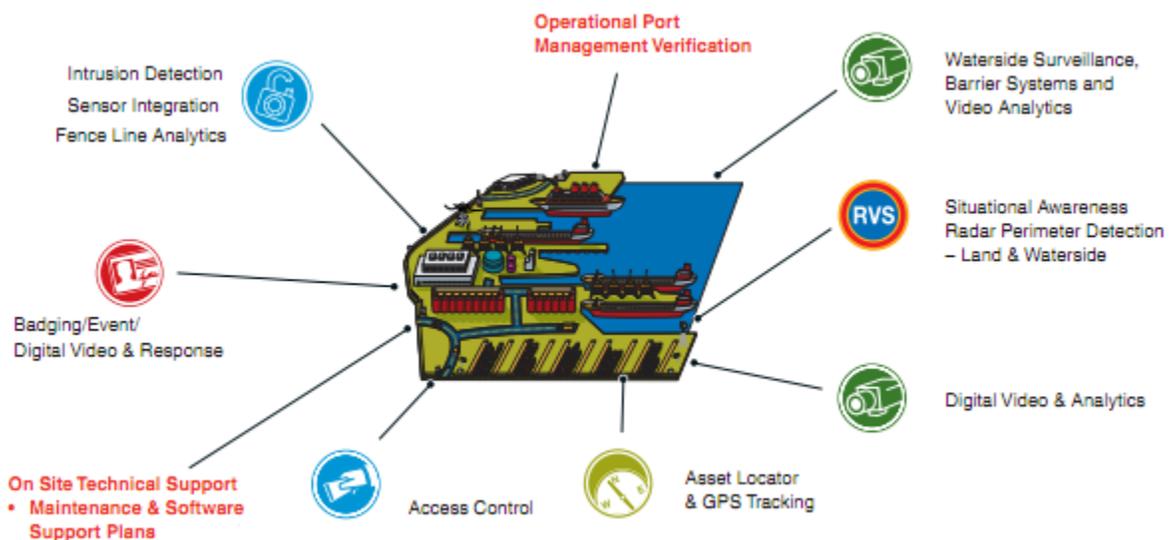


Figure 6. Components of a Typical Port Security System

3.2.7 Grantee Information

This project was presented to the DM Contractor by the Marsa Maroc Management. It is in line with their business plan and is a priority for them. To achieve their goals of implementing their strategies they will cooperate with some of the world's leading companies in safety and security, associations and consulting firms who are experienced in the development of surveillance and safety systems for port projects.

The Board Member in charge of operations at the Port of Casablanca is the main contact point for the project; his contact information is below.

Full Name: Rachid HADI

Job Title: Member of Board operations Director at Casablanca Port

Company: Marsa Maroc

Address: direction de l' Exploitation au port de Casablanca- 2,Boulevard des Almohades 20 000
 – Casablanca – Maroc
T Direct: (212)522317732
F: (212)522315895
E-mail: hadi@marsamaroc.co.ma

3.2.8 U.S. Export Potential and Foreign Competition

Improving Safety and Security at the Port of Casablanca will require a variety of professional services including consulting, design, planning and integration. Furthermore, Safety and Security initiatives rely heavily on the procurement and operation of technologies and systems including, but not limited to:

- Command and Control Center to integrate all existing security systems and provide holistic analytics
- Identity management systems
- Port security and surveillance systems
- Mass notification systems
- Alert and emergency response center
- Port activities monitoring systems

Multiple U.S. companies provide both professional services as well as technology solutions that match those required by the project. The following Table summarizes the preliminary export estimates per item.

Table 2: Casablanca Port, Safety and Security, U.S. Export Potential

Item Description	Budget Estimate (\$)
Identity management systems	4,000,000
Port security and surveillance systems	4,200,000
Alert and emergency response systems	7,500,000
Mass Notification Systems (Audio)	3,000,000
Port activities monitoring system	16,000,000
Command and control integration and analytics	7,000,000
Total	41,700,000

European companies are actively pursuing new opportunities, and have advantage over US companies in terms of proximity to Morocco. Moreover, some of the European companies are seeking complementary funding from their respective government. Therefore, U.S. providers will have to be more responsive to requests for quotations, and delivery times. There is a general preference for U.S. products, and an active presence of some U.S. companies that are active in the security and communications systems. USTDA involvement in the feasibility study and technical specifications preparation phase is believed to give U.S. providers an advantage over other providers.

3.2.9 Implementation Financing

Implementation financing has not yet been determined. As described in a previous section, the project could cost up to \$40 million. While Marsa Maroc could finance parts of the cost from its own budget; the

larger portion of the financing would come from lending and donor institutions, or other private investors.

To ensure that all appropriate financing options are considered, the Terms of Reference states that the Contractor will identify likely sources of financing. The Contractor should take special care to fully discuss each option with representatives of various financiers that have already made significant investments of time, effort and capital in the Moroccan transport sector. The following summarizes some of the discussions that the DM Team has had with potential financing entities:

- Discussions with World Bank representatives in Morocco indicated that the Bank is committed to supporting the Moroccan Transport sector in which it has already provided significant financial support. Projects in the transport sector are in the Country Assistance Strategy, thus, are good candidates for funding. Based on discussion with WB representatives, it is believed that this would help it qualify for World Bank consideration for funding.
- Discussions with the African Development Bank representatives in Morocco revealed that the AfDB is very interested in the Moroccan transport sector in general, and the port sector in particular. The proposed project is in line with the assistance strategy, and could be considered for financing. Bank representatives requested that they be kept informed of the findings of the feasibility study and the need for financing in the future.

3.1.10 Impact on the Environment

The project is not expected to have any significant adverse environmental impacts, on the contrary, the project is considered one that is environmentally friendly that could enhance environmental monitoring and surveillance in the port areas. Aspects related to occupational safety and hazards are also expected to be mitigated if the said systems are implemented at the Port of Casablanca. Furthermore, the Contractor of the Feasibility Study will conduct an environmental and social impact assessment, keying on potential impacts of the Project on (a) ecological resources, (b) cultural heritage sites and relics, (c) soil erosion, (d) noise and air quality, (e) potential accidents and spills of chemicals, and (f) local community disturbances from construction activities. The Contractor will outline appropriate mitigation measures, management procedures and monitoring programs, if any.

As mentioned above, the project is an environmentally friendly one and promotes the concepts of environmental protection in electricity generation.

3.1.11 Impact on U.S. Labor

In regard to concerns on the impacts of US labor, support for the implementation of safety and security systems at the Port of Casablanca is not expected to result in the relocation of US jobs overseas. On the contrary, the equipment and services required for the operation of such facilities to be supplied by US manufacturers will generate additional employment in the US

3.1.12 Developmental Impact

The procurement and operation of safety and security systems for the Port of Casablanca would lead to positive developmental impacts in the areas of Physical Infrastructure Development, Technology Transfer/Productivity Improvement and Human Capacity Building. The most direct benefit would be the reduction of accidents, improvements of safety levels, and reductions of risks associated with spills of hazardous chemicals. In doing so, not only would the port's productivity increase, it would minimize idle times due to accidents, and given the importance of the sector to overall GDP, productivity should increase across a number of industry sectors which are dependent on efficient transportation of goods.

A N N E X 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



GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and Marsa Maroc ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$571,458 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Port of Casablanca Safety and Security 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 30, 2013, 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 or results of the Project, and upon receipt by the Grantee of the Final Report, will designate (by both title and organization) a point of contact for any such inquiries.

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. 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 Chief Executive Officer of Marsa Maroc or the Operations Director for the Port of Casablanca. 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: Mr. Rachid Hadi
Operations Director, Port of Casablanca
Marsa Maroc
2, Boulevard des Almohades
20 000 Casablanca, Morocco

Phone: 00 212 661 915 603
Email: hadi@marsamaroc.co.ma

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

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

All such communications shall be in English, unless the parties otherwise agree in writing. 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.: 11 12/13 1001
Activity No.: 2012-21015A
Reservation No.: 2012118
Grant No.: GH201221118

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 to compete in the procurement of technology, goods and services needed for Project implementation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and Marsa Maroc, 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

For Marsa Maroc

By: Samuel L. Kaplan

By: Johanned ABDERTALIC

Date: 3/21/12

Date: 21/03/12

Witnessed:

Witnessed:

By: Heather Lanig

By: Abiz RABBAH

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and Marsa Maroc ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Port of Casablanca Safety and Security 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 30, 2013, 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.:	11 12/13 1001
Activity No.:	2012-21015A
Reservation No.:	2012118
Grant No.:	GH201221118

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.

A N N E X 5

Annex I

Terms of Reference

Objective

The objective of the feasibility study (“Study”) is to evaluate and recommend technical, institutional, and financial investments for the Grantee to improve the security and safety of the operations at the Port of Casablanca. This will include the determination of the priority projects and their corresponding infrastructure requirements; the development of a standard operational procedures manual; and the recommendation of safety and security training modules. The Grantee may present the resulting feasibility study and plan to local, regional, bi and/or multilateral development institutions for financing. All reports and deliverables for the below stated tasks shall be provided in both French and English by the Contractor to the Grantee.

Task 1: Project Kick-Off and Data Collection

The Contractor shall travel to Morocco within 4 weeks of USTDA’s approval of the Contract to discuss the scope and objectives of the Study. In addition, the Contractor shall review all relevant studies and data made available by the Grantee, the National Ports Agency (ANP), the Ministry of Transport and Equipment, and other relevant governmental organizations that address the safety and security of the Moroccan port sector. Within this analysis, the Contractor shall review and analyze all data and relevant reports related to safety and security at the Port of Casablanca over the last ten years.

Deliverable 1: The Contractor shall produce a comprehensive database of related data, reports, and information pertaining to safety and security of the Moroccan port sector.

Task 2: Assessment of Occupational Safety Risks

Task 2.1.: Port Operations

The Contractor shall conduct a detailed assessment of occupational safety risks due to the key operations at the Port of Casablanca including:

- Ship to Shore operations;
- Transfer of cargo within the port;
- Delivery and receipt of cargo; and
- Other operations as identified by the Contractor and Grantee in Task 1.

The assessment shall be based on ground inspections of the various port areas including, but not limited to, all port terminals, piers, container yards, and gate areas and fences. The assessment shall be conducted in coordination with the Grantee to ensure access to the various port areas for the different operations. The assessment shall include, but not be limited to:

- The identification of associated occupational safety risks with the Grantee's operations;
- In-depth interviews with the safety unit personnel and port operation teams;
- Review and analysis of any available reports of safety incidents and accidents statistics within the last ten years;
- Review of Grantee's existing documentation on standard operational procedures; and,
- Review of existing risk management and recovery plans for fire and explosion hazards.

This analysis shall identify priority areas for occupational safety for the work environment at the various marine terminals, including:

- Proper on-site occupational safety procedures and management;
- Prevention of slippery conditions;
- Slinging prevention;
- Proper stacking of cargo pallets;
- Coopering of leaking cargo;
- Line handling procedures;
- Hazardous cargo handling; and,
- Review of internal safety audit reports and procedures, and technologies that would enable the Grantee to mitigate the above risks.

Deliverable 2: The Contractor shall provide a detailed report on occupational safety risks of port operations with recommendations to mitigate the identified risk, including procedural amendments, technology options and equipment.

Task 2.2: Human Factors

The Contractor shall also conduct a detailed assessment of the occupational safety risks due to human factors at the Port of Casablanca. The assessment shall include a review of the operation's team awareness of occupational safety risks. The assessment shall include:

- A survey to assess the operation team's skills and abilities and awareness of safety risks and risk mitigation procedures;

- A review of recruitment policies, safety training, equipment training for operations team members; and,
- A review of safety awareness campaigns and safety bulletins and signs at the port.

Deliverable 3: The Contractor shall prepare a detailed report on occupational safety risks due to human factors with recommendations to mitigate the identified risks with procedural amendments, technology options and related port infrastructure equipment.

Task 2.3: Infrastructure and Equipment

In close coordination with the Grantee, the Contractor shall conduct a detailed assessment of the occupational safety risks due to infrastructure and equipment utilized at the Port of Casablanca. In the context of port operations outlined in Task 2.1., the assessment shall include, but not be limited to:

- A review of safety specifications for port infrastructure including:
 - Guarding of edges;
 - Cargo doors;
 - Platforms;
 - Stairways (fixed and spiral);
 - Ladders (fixed and portable);
 - Manlifts, elevators and escalators;
 - Dock boards;
 - Employee exits;
 - Illumination;
 - Sanitation;
 - Signs and markings;
 - Fuel storage;
 - Machine guarding; and,
 - First aid facilities.
- A review of safety specifications of utilized equipment in port operations including:
 - Cargo handling gear and equipment including;
 - Cranes and winches;
 - Hand tools;
 - Hot work equipment;
 - Fuel handling equipment; and
 - Battery charging and changing.
 - Personal protection gear; and,
 - Maintenance procedure and scheduling for safety critical infrastructure and equipment.

Deliverable 4: Based on the findings of Tasks 1 and 2, the Contractor shall prepare a report on occupational safety risks due to infrastructure and equipment with recommendations on procedural amendments and equipment/infrastructure improvements.

Task 3: Security Assessment

In close coordination with the Grantee, the Contractor shall assess security procedures at the Port of Casablanca and their compliance with the international security requirements for port facilities. Such requirements include, but are not limited to, the Safety of Life At Sea (SOLAS), and the International Ship and Port Facility Code (ISPS). As port security is a collective responsibility of multiple stakeholders, the Contractor shall focus on codes relevant to the Grantee's authority as a Port Operator.

The assessment shall include a GAP analysis of security at Port of Casablanca facilities and the ISPS, with the goal of identifying existing security gaps. The analysis shall include:

- Identification of the organization of port security including the roles of security authorities, existing rules and procedures;
- Identification of security issues caused by the interfacing between port facilities and other port security authorities;
- A review of security incidents and accident statistics, and if available, their corresponding reports;
- Identification of potential threat scenarios for the port facilities; and,
- Identification of the direct and indirect consequences of potential security threat scenarios.

Based on the above, the Contractor shall prepare a detailed recommendation of the procedural amendments and equipment/infrastructure to mitigate security gaps. Specific attention shall be focused on:

- Access of the port by passengers, vehicles, Grantee employees or other workers, visitors and ship crews;
- Area of activity monitoring requirements;
- Surveillance cameras and other security equipment;
- Cargo and luggage control;
- Communication requirements focused on sensitive security information protection;
- Identification of the need-to-know requirements for involved personnel; and
- Identification of technologies that will assist the Grantee to address existing security gaps.

Deliverable 5: The Contractor shall prepare a detailed report with recommendations to the Grantee to achieve complete compliance with the ISPS, including recommendations for procedural amendments, technology options and equipment.

Task 4: Facility and Equipment Requirements and Implementation Plan

Based on the findings of the previous tasks, and acceptance of the reports by the Grantee, the Contractor shall prepare the preliminary technical specifications and conceptual designs of the Port of Casablanca's requirements as they relate to safety and security equipment, infrastructure, human capacity building and human resources. This shall include, but not be limited to, the following:

- Detailed design and justification of the scope of work for improving the safety and security measures at the Port of Casablanca;
- Security and safety equipment specifications;
- Technical and conceptual design drawings and supporting calculations (if applicable) for the selected systems and equipments;
- Detailed capital and operating cost estimates;
- Detailed scopes of work and preliminary request for quotations documents including all the equipment specifications;
- Human resource safety and security improvement recommendations;
- Commissioning plans and requirements; and
- Other items as identified in Tasks 1-3, including recommended services and other infrastructure needs.

The Contractor shall develop a detailed implementation plan that includes the Project's procurement packages for the recommended safety and security components. The Contractor shall recommend the sequencing of the implementation. The implementation plan shall detail both the expected timing and interdependencies of all major components (lots). The Contractor shall also recommend project monitoring and evaluation indicators to assess the impact of the recommended improvements.

The Contractor shall identify the various institutional arrangements for the implementation and management of the safety and security enhancement at the Port of Casablanca. This shall be prepared in coordination with the key stakeholders including the ANP, Ministry of Transportation and Equipment, and the Grantee. This shall include an analysis of the legal framework (i.e., roles and responsibilities of stakeholder entities) to ensure the compliance of the proposed institutional arrangements with existing safety and security legislation. This shall also address the institutional capacities of the stakeholder entities (governmental, parastatal and private) to determine any additional capacity building needed to implement the Project.

Deliverable 6: The Contractor shall prepare a detailed report on relevant equipment requirements including the technical specifications, preliminary designs and conceptual drawings. The report shall also include a detailed implementation plan with a proposed timetable.

Task 5: Financial and Technical Analysis

The Contractor shall conduct a financial and technical analysis for the identified safety and security upgrades at the Port of Casablanca. The analysis shall include full costs of implementation, equipment, operations, and revenues.

The Contractor shall conduct the following tasks:

- i. Identify the technical costs of the proposed safety and security operations and equipment;
- ii. Review the costs and benefits of the implementation of the Project. Estimate the economic internal rate of return (EIRR) on the basis of non-incremental and incremental economic benefits and economic costs (including economic capital, operation, and maintenance costs) in constant economic prices. This shall include life cycle cost analysis (LCC) for capital investment costs for construction and equipment, and the regular operation and maintenance cost for the Project. This shall also include the periodic renewal and replacement costs of medium-term assets and equipment where applicable;
- iii. Identify competitive fees/revenue and assess the adequacy of such revenues to ensure sustained financial viability of the investment(s) (covering operation and maintenance costs, depreciation, debt service in excess of depreciation, taxes, and reasonable profit);
- iv. Assess and prepare financial projections for the Project over 20 years of operation including balance sheet, income statement, and cash flow statement in nominal terms covering a period of 20 years. Assumptions made in the financial statements should be explained in detail. Financial projections should take into consideration the likely effects of inflation and the potential for exchange rate fluctuations;
- v. Carry out a financial evaluation for the Project over the implementation and operation period by calculating the Financial Internal Rate of Return (FIRR) and compare it with weighted average cost of capital (WACC). The FIRR and WACC should be computed using constant 2012 prices. The cost estimates and financial projections in nominal terms should be converted to real terms by removing the projected effects of foreign and domestic inflation and currency fluctuations. Incremental costs and benefits shall be derived from evaluating the financial position under a with-project and without-project scenario;
- vi. Identify risk factors and test the sensitivity of the Project to them, and propose mitigating measures. Undertake sensitivity analysis by varying charges, costs, implementation delay, and combinations of these factors. Switching values for these factors, excluding implementation delay, should also be calculated. Review the sensitivity of the financial viability of the Project to future exchange rate movements;

- vii. Undertake a financial management requirements assessment of the operating entity which should include (a) corporate planning and budgetary control, (b) financial and management accounting, and (c) internal control and audit system. The purpose of the financial management requirements assessment is to determine what capacity building should be considered at the system's operating entity;
- viii. Develop an estimate of potential procurement of U.S. goods and services for Project implementation. This estimate shall be supported by a breakdown by category and dollar value of goods and services likely to be imported for the Project and an illustrative list of potential U.S. suppliers for those goods and services listed as likely U.S. exports, as well as all information required by Clause I(3)(e) of the USTDA Mandatory Contract Clauses. The Contractor shall develop a fact sheet on the project and present it to interested U.S. companies. The Contractor shall provide a detailed report to the Grantee of discussions with interested U.S. companies.
- ix. The Contractor shall identify likely sources of financing including, but not limited to, the World Bank, the Islamic Development Bank, the African Development Bank, the Export-Import Bank of the United States, and others.

Deliverable 7: The Contractor shall prepare a detailed financial model including assumptions, input, and results of the financial modeling with all the above financial indicators.

Task 6: Standard Operational Procedures Manual

Based on the outcomes of the initial tasks and the facility and equipment requirements, the Contractor shall prepare a Standard Operational Procedures Manual for the Grantee. The manual shall outline all identified port operations occupational safety risks, including those related to human factors and port infrastructure and equipment, as identified in Tasks 2-4. The procedures in the manual shall also be based on the utilization and availability of the equipment needs outlined in Task 4. Procedures shall focus on addressing identified risks with the goal of minimizing incidents and accidents. Procedures shall include, but not be limited to:

- General safety principles focused on the creation of a safe working environment;
- Operation safety guidelines for equipment; and,
- Operations safety guidelines for operators and Grantee personnel.

Deliverable 8: The Contractor shall prepare a Standard Operational Procedures Manual for port operations at the Port of Casablanca.

Task 7: Safety and Security Training Manuals for Port of Casablanca

Based on the outcomes of the previous tasks, the Contractor shall also design training strategies, modules and training manuals for both safety and security personnel. This Task shall include the following activities:

- Conduct training needs assessment for the operation team, including safety and security team personnel;
- Develop training modules and manuals for both safety and security training; and
- Develop a long-term training strategy to ensure that all employees are aware of new safety and security procedures.

Deliverable 9: The Contractor shall develop a complete training program with specific modules and manuals for both existing staff and new hires. In addition, the Contractor shall prepare a training strategy to ensure the continuity of staff development in the area of occupational safety and security. The strategy should outline any additional required infrastructure and should complement procedural/technology/equipment recommendations.

Task 8: Preliminary Environmental Impact Assessment

The Contractor shall conduct a preliminary environmental impact assessment, focusing on potential impacts of the Project on (a) ecological resources, (b) cultural heritage sites and relics, (c) soil erosion, (d) noise and air quality, (e) potential accidents and spills of chemicals, and (f) other possible impacts. The Contractor shall also outline appropriate mitigation measures, management procedures and monitoring programs, if any.

The Contractor shall identify uses and project components that shall be excluded from the Project due to their environmental impact, and the Contractor shall develop detailed Terms of Reference for a detailed environmental impact assessment to be undertaken by the designer/developer of the Project during the implementation phase.

Deliverable 10: The Contractor shall prepare a preliminary environmental impact assessment report.

Task 9: Developmental Impact Analysis

The Contractor shall conduct a Host Country Development Impact Analysis. The Host Country Development Impact Analysis is intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects on the Host Country. While specific focus shall be paid to the immediate impact of the Project,

analysis shall include any additional developmental benefits that may result from the Project's implementation, including spin-off and demonstration effects. The factors to be considered shall include the following:

Infrastructure: The Contractor shall analyze the impact that the infrastructure changes will have both on Morocco nationally and on the surrounding vicinity of Casablanca.

Market-Oriented Reform: The Contractor shall provide a description of any regulation, laws, or institutional changes that are recommended and the effect they would have if implemented.

Human Capacity Building: The Contractor shall assess the number and type of number of employees who would receive training and describe such additional training programs. The Contractor shall also include an assessment of the multiplier effect on job creation in the Port of Casablanca due to efficiencies of port operations' improvements.

Technology Transfer and Productivity Enhancement: The Contractor shall include a description of any advanced technologies that would be utilized and/or developed as a result of the Project. A description of any efficiency that would be gained (e.g., reduction of work related injuries and fatalities at the Port of Casablanca) shall be included by the Contractor.

Other: The Contractor shall describe any other developmental impacts or benefits that would result from the Project, for example, follow-on or replication projects in other port areas in Morocco and improved financial revenue flows to the Host Country.

Deliverable 11: The Contractor shall prepare a developmental impact analysis report.

Task 10: Final Report

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

In addition to any other required deliverables in accordance with Clause I of Annex II of the Grant Agreement, the Contractor will provide the Grantee with 6 copies of the final report on CD-ROM in English and French. The CD-ROM version of the final report will include:

- Adobe Acrobat readable copies of all documents;
- Source files for all drawings in AutoCAD; and
- Source files for all documents in MS Office 2003 or later formats.

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.**

A N N E X 6



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

U.S. Firm Information Form

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

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

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

Full Legal Name of U.S. Firm

Business Address (street address only)

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

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

Type of Ownership	Publicly Traded Company
	Private Company
	Other (please specify)

If Private Company or Other (if applicable), provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in U.S. Firm, please complete Attachment B.

Is the U.S. Firm a wholly-owned or partially owned subsidiary?	Yes
	No

If so, please provide the name of the U.S. Firm's parent company(s). In addition, for any parent identified, please complete Attachment B.

Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?	Yes
	No

If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?	Yes
	Not applicable

Project Manager

Name	Surname	
	Given Name	
Address		
Telephone		
Fax		
Email		

Negotiation Prerequisites

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

U.S. Firm's Representations

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

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

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

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

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



ATTACHMENT B

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

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

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

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

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

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



ATTACHMENT C

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

Subcontractor Information Form

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

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

Name	Surname	
	Given Name	

Address	
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Telephone	
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Fax	
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Email	
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Subcontractor's Representations

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

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

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

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

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

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

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

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

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

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

Name		Signature	
Title			
Organization		Date	