



Request for Proposals No. 2023-082

**Education Development Center, Inc.
(Hereafter referred to as "EDC")
Request for Proposals for Procurement of**

**Turnkey Data Center Solution
Procurement, Installation and Training**

Date of Issuance: November 14, 2022

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A. INTRODUCTION

Education Development Center, Inc. (EDC) is an international nonprofit organization that develops, delivers, and evaluates innovative programs to address some of the world's most urgent challenges. Our work includes research, training, educational materials and strategy, with activities ranging from seed projects to large-scale initiatives. EDC enjoys a worldwide reputation for its excellence in program and fiscal management and for the impact of its work.

United States Agency for International Development (USAID) selected Education Development Center (EDC) to implement the USAID's Teach for Tomorrow activity (T4T), a four-year \$15.8 million activity in Egypt. T4T will support systemic improvements in primary-level teacher instructional practice through enhancements in the in-service teacher professional development system and the strengthening of professional licensing and certification. Project activities will include the design and delivery of an innovative blended learning system for in-service teachers to improve reading, math, and 21st Century skills instruction and a structure for teacher incentivization for continuous professional growth.

T4T will also provide technical assistance and procurement of Information and Communication Technology (ICT) resources to build the capacity of the Ministry of Education and Technical Education (MoETE) to support an online learning management system for more than 1m educators. T4T will assist the MoETE to establish a data center and four media labs with the capacity to produce online content to be delivered on the learning management system platform. This support will also contribute to the MoETE's ICT infrastructure capacity to sustain the system that connects delivery of online content to the record-keeping for the teacher professional development system and career ladder

This RFP requires Offerors to propose a turnkey solution for supplying and installing all required software, hardware, interfaces, connectors and cables as detailed in the scope of work, including performing all the integration needed and guarantee smooth operation and handover of all processes.

Organizations submitting proposals in response to this Request for Proposals ("RFP") have no relationship with **USAID** under the terms of this RFP or any resultant contract. All communications regarding this RFP must be directed to **EDC**.

B. CONFIDENTIALITY STATEMENT

A non-disclosure agreement may be required prior to the issuance of an award under this RFP.

C. INSTRUCTIONS TO OFFERORS

Offerors must consider the following information as they prepare their proposals:

- The components mentioned within this RFP will be deployed and operated in an existing **MoETE** datacenter premises located in Heliopolis, Cairo.
- The RFP requires a turnkey solution and the Offeror is responsible for the supply and installation of all required software, hardware, interfaces, connectors, and cables needed to complete the required function even if not mentioned in the RFP.
- The Offeror **MUST** take into consideration that the anticipated contract will be divided into three different phases under program management.
 - Supply and Installation
 - Configuration and Implementation
 - Training and Support
- Database engine, applications and web engine are not included as part of this RFP scope of work.
- The Offeror may choose to sub-contract any of the services / components, mentioned under Scope of Work as described in this document. In such case, the Offeror must submit details of the proposed services / components of the work to be sub-contracted by the Offeror along with the name and details of each proposed sub-contractor (s). The Offeror must submit with its Technical Proposal, valid Memorandum of Understanding (MoU/Agreements with all his sub-contractors mentioning their respective roles and responsibilities therein. However, the timely completion of deliverables / milestones shall be the responsibility of the Offeror and such arrangement, in no way, shall relieve the Offeror from any liability or responsibility during obligations.
- The Offeror(s) will be responsible for reviewing each component description and ensuring that their proposal includes any additional items or accessories necessary to operate the mentioned components in the optimum fashion as stated by the original component manufacturer or software owner.
- The Offeror and its suppliers/distributors must be able to provide service and timely deliveries to the designated location(s) as identified by **EDC**.

- Any discounts related to governmental and/or education projects with the hardware, software and service providers should be included in the Offeror's financial proposal.
- Proposals must include estimated delivery date for each offered item (hardware and software) and their options must be priced individually to the level of the unit pricing along with any applied discount, if applicable. Installation and configuration costs and pricing must be included as separate line items.
- Offerors must have an appropriate (secure and climate controlled) and available storage space to store the equipment in case it cannot be shipped directly from vendor to the MoETE Data Center location.
- The country of origin for the proposed hardware and software must be included for each item.
- Offerors must clearly state their ability to provide services related to supporting the components within the RFP including, but not limited to, asset tagging, maintenance, support, and training.

D. GENERAL INFORMATION

D1. Purpose

The purpose of this RFP is to invite prospective Offerors to submit a proposal for upgrading MOETE datacenter infrastructure capabilities by complementing the existing datacenter.

Invited Offerors are requested to Supply, Commission, install, and Configure the MoETE Data Center operation as per the technical specifications and the specified scope of work outlined in this RFP.

The RFP is a turnkey solution and the Offeror is responsible for supplying and installing all needed software, hardware, interfaces, connectors and cables needed to complete the required function and performing all the integration needed between the solution provided through this RFP and the current MOETE datacenter as well as guarantee smooth operation and handover of all processes needed to operate.

D2. Eligibility

This procurement is open to Offerors from organizations within the authorized Geographic code

of 937. Code 937 is the United States, Egypt, and developing countries other than advanced developing countries, excluding any country that is a prohibited source.

D3. Requirements

This procurement is open to Offerors from organizations achieving the following minimum requirements. If such requirements are not fulfilled, the proposal will not be considered:

- Offerors must provide audited balance sheets for the three (3) most recent fiscal years, at a minimum.
- The Offeror must have worked successfully on at least three similar projects in scope with a similar total contract value (without the contract having been cancelled) as has been described in this document. The Offeror will provide the name and contact details for at least three references to be contacted. Documentary evidence from clients/customers in the name of the Offeror must be submitted as part of its proposal. EDC reserves the right to request site visits to projects previously implemented by the Offeror.
- Selected Offeror must agree to issue the following guarantees:
 - A Performance Bond from a registered bank of 5% of the contract value.
 - Bank Guarantee from a registered bank to cover 100% of the advance/down payment as detailed in the Offerors financial proposal.
- Offerors must provide Partnership certificate/agreement with main proposed components providers.

D4. Original RFP Document

EDC shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Offeror's submission or subsequent contract, is grounds for immediate disqualification.

D5. RFP Provisions

- All information provided by EDC in this RFP is offered in good faith.
- EDC makes no certification that any item is without error.
- EDC is not responsible or liable for any use of the information or for any claims asserted therefrom.
- This RFP does not under any circumstances commit EDC to pay any costs incurred by the

Offeror in the preparation and submission of a proposal.

- All costs incurred by the Offeror in preparing and submitting a proposal is their responsibility.
- All rates included in the Financial Proposal must include all taxes, customs fees and any governmental fees or charges.
- The selected Offeror will be eligible to receive a copy of EDC’s VAT exemption letter.
- All materials submitted in response to this RFP shall become the property of EDC upon delivery to EDC.
- Additional documentation may be required prior to selection.

D6. Schedule of Events

The following schedule applies to this RFP but may change in accordance with EDC’s needs or unforeseen circumstances. Changes in this timeline will be announced as formal modifications to the RFP.

No.	Time	Date	Description
1	12 PM CLT	November 14, 2022	Issue of RFP
2	5 PM CLT	November 21, 2022	Deadline for submitting questions/requests for any clarifications from EDC. Questions must be submitted in writing via email to ProcurementEgypt@edc.org.
3	5 PM CLT	November 27, 2022	Estimated date for issuance of any clarifications by EDC. All Questions will be answered in one document, which will be sent by email to all prospective Offerors who expressed
4	5 PM CLT	December 8, 2022	Deadline for submission of proposals via email ProcurementEgypt@edc.org .

- After the deadline for submission of proposals, EDC may request oral presentations of technical approach from Offerors determined to be in the competitive range. The presentations’ time and location will be communicated with those Offerors.
- Before the Deadline for Submission of proposals, EDC may, for any reason, whether at its own initiative or in response to a clarification requested by an Offeror, modify the RFP by issuing an amendment (hereinafter referred to as the “Addendum”). EDC reserves the right to extend the deadline for submission of proposals if deemed necessary for the Offerors to consider the Addendum in their proposals.

E. PROPOSAL SUBMISSION AND SELECTION

E1. Offeror's Understanding of the RFP

In responding to this RFP, the Offeror fully understands the RFP in its entirety and in detail, including making any inquiries to EDC as necessary to gain such understanding. EDC reserves the right to disqualify at its sole discretion any Offeror who submits a proposal that is not responsive or that demonstrates less than such understanding. That right extends to cancellation of the contract if a contract has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to EDC.

E2. Communication

Offerors' inquiries, questions, and requests for clarification related to this RFP are to be directed in writing in English before the date and time listed in Step 2 of Section D.6. Schedule of Events to:

Education Development Center, Inc.

Attention: RFP No. 2023-082

E-mail: ProcurementEgypt@edc.org

The questions and EDC responses will be sent, by the date and time listed in Step 3 of Section D6 in the Schedule of Events directly via email to all Offerors who officially requested and received the RFP and will be posted in the same manner as the original RFP.

E3. Proposal Submission

Proposals must be provided on the Offeror's letterhead or stationery. It is the responsibility of the Offeror to ensure that the proposal is delivered via email to EDC by the deadline specified in step 4 of Section D6. Schedule of Events. Late submissions will not be accepted.

A soft copy must be delivered via email to:

- Education Development Center, Inc.
- Attention: Procurement Dept.
- E-mail: ProcurementEgypt@edc.org
- Email subject: "Proposal in response to RFP No. 2023-082"

E4. Complete Proposals

EDC will determine which proposals include the components required by the RFP and are considered to be a complete proposal. Please note that although EDC will determine certain proposals to be complete, this determination does not signify that an award will be made to one or any of the Offerors with complete proposals.

E5. Evaluation Criteria and Scoring

EDC will evaluate proposals in accordance with this section and intends to award a contract(s) to the responsible Offeror(s) whose proposal(s) represents the best value to EDC. “Best value” is defined as the Offer that results in the most advantageous solution for EDC, in consideration of technical, cost, and other factors.

E5.1 Evaluation Phases:

The evaluation will consist of two phases as follows:

Phase 1. Technical Evaluation

The submitted technical information will be scored by a technical evaluation committee using the technical evaluation criteria shown below.

Technical Evaluation Criteria	Description	Maximum Points
Adherence to RFP Instructions	This area is a demonstration of the Offeror's ability to respond to the RFP requirements such as, timeliness, completeness, including proposed Bill of Quantities (BoQ), and quality	25
Company Viability	Demonstration of the Offeror's availability and experience to respect commitment to the execution, (Financial viability, company history, Structure, Previous projects)	30
Service Viability	Demonstration of Offeror's capability in terms of personnel, project management and service provider capacity, incident management and escalation.	60
Delivery/Project Plan	Demonstration of Offeror's capability to meet the required delivery, duration & training deliverables	20
Engagement	Demonstration of the Offeror's capacity to provide support including warranty, upgrade and live support (i.e., on-site and remote pre-warranty support).	25
Offeror Solution Demonstration	Quality of the proposed technical architecture, demonstration of Offeror's capability of scaling including extensibility, change requirements and	40
Total		200

A Phase 1 minimum technical score of **140** points is necessary to proceed to Phase 2 of evaluation. Technical Proposals scoring less than 140 will not be considered for Phase 2 cost evaluation and will no longer be considered for contract award.

Phase 2. Financial Evaluation

The evaluation of cost will include a determination of cost realism, completeness, and reasonableness. Cost realism is defined as the Offerors' ability to project costs which are realistic

for the work to be performed; reflect a clear understanding of the requirements and offeror's

Cost Criteria	Description	Maximum Points
Cost Demonstration	Demonstration of cost realism through a detailed price analysis, completeness and reasonableness. Includes the Offeror's financial capability, hardware/software pricing, licenses, services and fees	75
Payment Terms	Demonstration of offeror's financial capability, (Down payment, payment terms)	25
Total		100

Financial capability to perform the work; and are consistent with the Offeror's technical capacity.

E5.2 Competitive Range

The competitive range, composed of only the most highly rated proposals, includes both technical and financial evaluation scores and must be a minimum total score of 210 points from the total possible score of **300** points. Only those proposals scoring in this competitive range will be considered for contract award.

E5.3 Selection

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. EDC is not obliged to award a contract based on lowest proposed cost, or to the Offeror with the highest technical evaluation merit. Although for this procurement, Technical Proposal merits are more highly weighted relative to deciding who might best perform the work. Therefore, after the final evaluation of proposals, EDC intends to issue one or more contracts that offers the best value to EDC considering both technical and cost factors. Further, EDC may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

EDC may also (a) reject any or all proposals, (b) accept other than the lowest priced proposal, or (c) accept more than one proposal. Contracts may be issued for some or all of the deliverables. EDC may award a contract without discussions with Offerors. As such, Offerors are strongly encouraged to submit their best proposals with their original submissions.

EDC reserves the right to visit work sites and the Offerors facilities and/or to conduct in-depth review of capabilities, including onsite interviews and presentations, which may result in revisions to proposals, with one or more than one or all Offeror(s). If EDC determines, at its sole discretion, discussions to be necessary. Discussions may include oral presentations provided by the Offeror.

With this RFP, EDC is requesting information about your company and the IT products and

solutions you provide as outlined in this document. This information will be gathered from several different organizations and used to evaluate provider options for EDC.

F. SCOPE OF WORK

F.1- Introduction

The Ministry of Education and Technical Education is aiming to upgrade their data center infrastructure capabilities to be able to host advanced applications to enhance the educational services in Egypt.

There is an existing renovated data center which will be the base of this project, and the scope of this project is to leverage the current infrastructure of the ministry, by adding the Azure Stack solution, which must be integrated with the current data center components and extend the network and security capabilities.

The proposed solution is a turnkey solution, which must guarantee the integration and compatibility between the components of this solution as well as the integration with the existing components of the existing renovated data center.

The Offeror is responsible for supplying and implementing the components of this project, in addition to training the operation team to be able to manage and operate the provided technologies.

F.2- Existing Data center

The existing MoETE data center contains the following operational components:

F.2.1- Network & Connectivity

- The network is based on Cisco ACI solution consisting of the following:
 - APIC Cluster of 3 controllers (Up to 1200 Edge Ports)
 - 2 x Spine Switches Nexus 9332C
 - 2 x Leaf Switches Nexus 93180YC-FX3
 - Leaf Switches are connected to each spine switch by 100Gbps connectivity.
 - APIC cluster nodes are connected to the leaf by 25Gbps connectivity.
- Edge Switches: 2 x Cisco Catalyst 9300-24T
- DMZ Switches: 2 x Cisco Catalyst 9300-24T
- Internet Routers: 2 x Cisco Catalyst 8300 (C8300-2N2S-4T2X)

F.2.2- Network Security

- 2 x Cisco Firepower FPR4125 with threat defense and malware licenses
- 2 x FMC1600-K9 to manage the data center firewalls
- Perimeter Firewalls: 2 x Palo Alto PA5220, with threat prevention licenses

- ADC and Advanced WAF: 2 x F5 Big IP i4600

F.2.3- Compute & Management

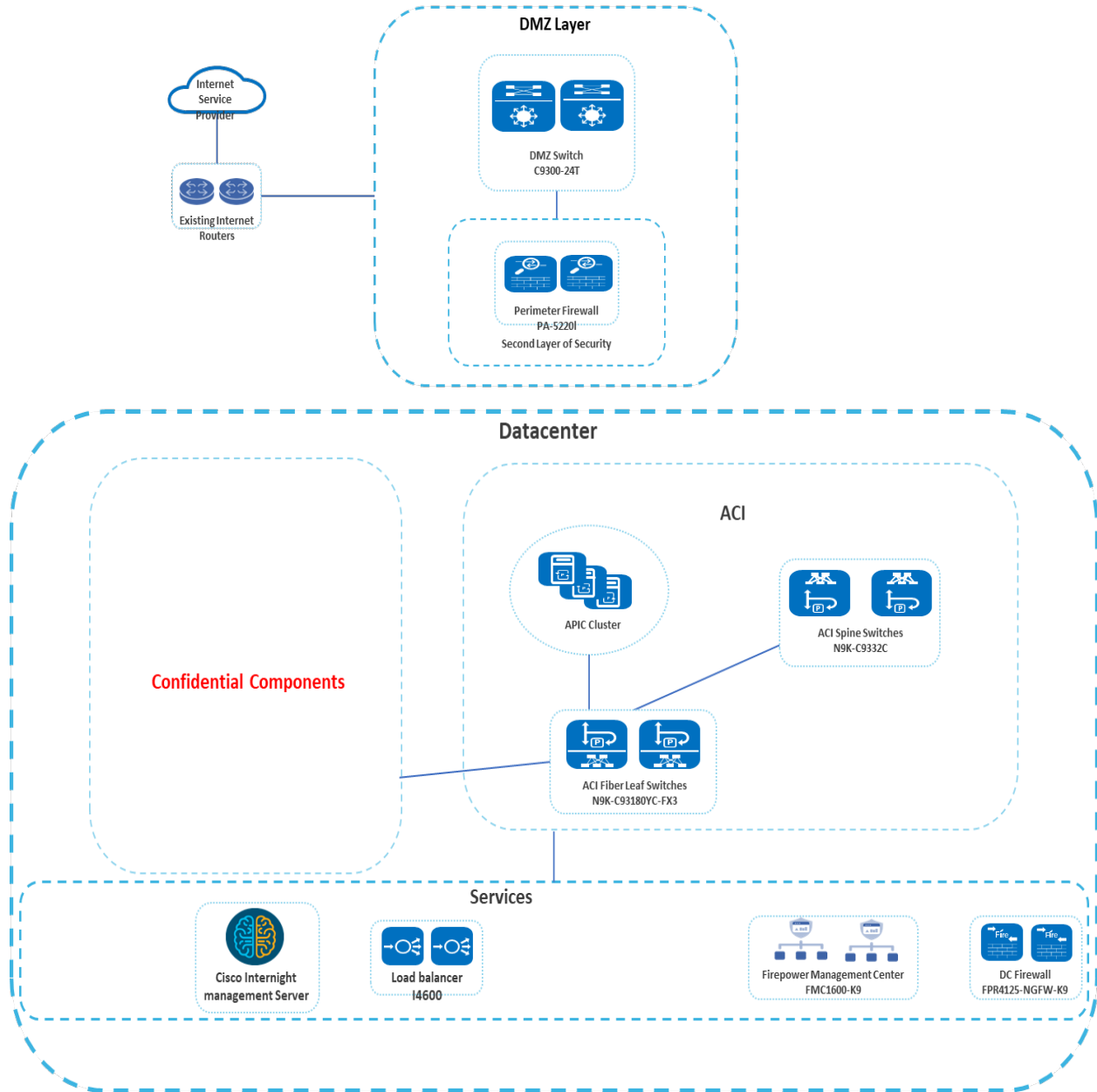
- Cisco Hyperflex cluster, consisting of both converged nodes and compute only nodes
- Cisco Intersight as a centralized management platform for all Cisco UCS portfolio, including Cisco UCS B-Series, C-Series, S-Series, Hyperflex, and Azure Stack
- Management Server: Cisco C220-M6S, to host the Cisco Intersight management software

F.2.4- Backup

- Backup Hardware: Cisco C240-M6L
- Backup Software: Veeam Availability Suite

F.2.5- Data Center Diagram

Ministry of Education Datacenter Architecture Design



F.3- NEW Data Center SOW

F.3.1- General Specifications

All Offerors must provide staffing and resources to deploy and deliver the following:

- Supply, Commission, Install, Configure and Test the Data Center operation as per the specifications
- The Offeror(s) is expected to furnish new and unused hardware and equipment with original manufacturer warranty certificates, software versions provided, in isolation or coupled with hardware, and must be up to the latest versions as published by the owning entity
- All devices must comply with the Egyptian power standards (220V - 50Hz)
- Training, which will be held on site at the data center location for 4 seats (individuals) for a MoETE technical team
- Information Technology Infrastructure components such as Servers, Databases, Storage, Software and other IT components etc. required at the Data Center must be managed under the supervision and integrity of selected Offeror (sole system integrator)
- The complete technical documentation clearly mentioning the relevant product information, its brand and model number offered, supported by original or printed product brochure, manuals, technical specification sheets, etc. wherever necessary, must be submitted along with the technical proposal. Lack of proper documentation may result in a proposal being rejected
- All hardware and software included in the proposal must include licenses, updates, support, software assurance and maintenance for 1 (one) year subject to renewal, after warranty period
- Technical architecture of the proposed solution is required with minimum requirement, but not limited to, as described in section **G1.B2**
- The Offeror will submit one soft copy of the technical specifications

F.3.2- Hardware Installation

1. Configuring storage server base chassis Bare-Metal
2. Installing all solution components in rack
3. Initial system setup and configuration
4. Setting up and configuring all solution components using the existing management tools
5. In coordination with MOETE IT team, setting network internal/external IPs as needed

F.3.3- Operating System Setup

1. Load Windows Server 2019 ISO
2. Installing and configuring Windows Server 2019
3. Set up Windows Server configuration, host names, IPs, policies, memberships...etc.

F.3.4- Backup and Replication Software Installation

1. Installation of Veeam Backup and Replication ISO in the windows server
2. Add protection groups for Virtual machines on Microsoft Azure Stack
3. Add Microsoft Azure Stack Hub Account
4. Push Veeam Backup and Replication Agent onto the protection groups defined
5. Configure Backup Repository
6. Configure Backup Proxy
7. Configure Backup Policy
8. Test The connections and the Backup and Restore processes

F.3.5- Perimeter Firewall installation

1. Perimeter Firewall that will join an existing cluster of 2 Perimeter Firewalls
2. Onsite hardware rack mounting
3. Power on testing
4. Firewall first-time configuration
5. Configure Up to (max) 5 Admins / Admin Profiles
6. Upgrade (if needed) the firmware to match the rest of cluster members
7. Configure and test interfaces, sub interfaces and zones
8. Configure and test Connectivity
9. Configure Up to (max) 30 firewall policies
10. Configure Up to (max) 100 firewall objects in total including services, profiles and IP addresses according to the provided scheme
11. In coordination with MOETE IT team, setting network internal/external IPs as needed
12. Configure routing to make sure the traffic is passing to its proposed destination
13. Configure NAT so traffic can traverse to/from internet
14. Configure and test High Availability function

15. Second layer firewall that controls users and server's access to different zones (internet, servers and DMZ)
16. Control access from internet to all internal zones (users, servers and DMZ).
17. Threat protection profiles to inspect the traffic for security threats
18. Minimal performance degradation when enabling additional security features

F.3.6- LB and WAF Installation

1. LB and WAF will join existing cluster of 2 LB and WAF appliances
2. Onsite hardware rack mounting
3. Power on testing and first-time configuration
4. Configure Up to (max) 5 Admins / Admin Profiles
5. Upgrade (if needed) the firmware to match the rest of cluster members
6. Configure and test interfaces, sub interfaces and zones
7. Configure and test Connectivity
8. Configure Up to (max) 5 WAF policies
9. Configure Up to (max) 20 LB pools according to the provided scheme
10. Configure Up to (max) 60 objects in total
11. Configure and test High Availability function

F.3.7- Network Installation

1. Implementation is in an existing data center based on Cisco ACI
2. New Leaf switches will join existing cluster (the APIC and Spine switches already exists)
3. Onsite hardware rack mounting
4. Power on testing and first-time configuration
5. Upgrade (if needed) the firmware to match the rest of cluster members
6. The Fabric Interconnect will be connected to the new ACI Leaf switches
7. The data center has existing Internet routers

F.3.8- Hands on Training

Training onsite at the datacenter location for 4 seats (individuals) for MoETE technical team as follows:

1. Hands on Training for backup software
2. Hands on Training for all network components during installation and configuration
3. Hands on Training for all server components during installation and configuration
4. Hands on Training for all software components during installation and configuration

F.3.9- Other Training

6 seats of Microsoft training in a Microsoft certified training center for each of the following:

- AZ-900: Microsoft Azure Fundamentals

- AZ-600: Configuring and Operating a Hybrid Cloud with Microsoft Azure Stack Hub

G. PROPOSAL REQUIREMENTS

Technical and Financial Proposals must be submitted in English before date and time specified in Step 4 of Section D6. Schedule of Events.

G1. Technical Proposal Requirements

The following Technical Proposal information must be submitted in writing and include the following:

G1.A - Offeror Biography

- 1- A cover letter with company details: Address, Telephone/Fax numbers, and Contact Name (with office and cell phone numbers) who is authorized and able to answer questions on the proposal.
- 2- Company profile: a brief history of the business and ownership structure, including names of CEO, Managing Director and Owners.
- 3- An affidavit naming the Authorized Company Representative having the power to bind and execute contracts signed by the Offeror's owners/principals.
- 4- Up to date Commercial Business Registration and relevant certifications as authorized reseller and/or agent of specific branded equipment in the specifications.
- 5- Up to date Tax Certification.
- 6- If applicable, Memorandum of Understanding (MoU/Agreements with all sub-contractors involved in this RFP.
- 7- Narrative description of the methodology to describe how the Offeror proposes to implement the SOW
- 8- Offeror References: Provide a minimum of three (3) references for customers, with implementation similar to ours that use the equipment and technology being proposed. Include contact names, telephone numbers, and addresses. The solution must be in full production use.
- 9- Annex 1 – List of Required Components for Proposal
- 10- Annex 2 – Organization Information and Certification Form (completed and signed).

G1.B - Technical Proposal

G1.B1 - Proposal Overview

The proposed solution must indicate the following:

- 1- Services and Technology provided

- 2- Constraints (if applicable)
- 3- Contract duration
- 4- Delivery dates for each of the three phases of the project.
- 5- Service Level Agreements (SLA) and Service Level Objective (SLO) definitions and commitments
- 6- Incidents opening and escalation procedures
- 7- Service requests opening and escalation procedures
- 8- Roles and responsibilities, includes and not limited to:
 - a. Communication plan;
 - b. A staffing plan for the Offerors proposed scope of work with the names of proposed key staff;
 - c. The designated Project Manager/Team Leader's name who will manage the contract and its timely completion; and
 - d. CV/resumes for all key staff proposed to implement the contract.

G1.B2 - Proposed Technical Architecture

- 1 Building blocks of the proposed solution (Orchestrator, Infrastructure services, network, security, virtualization, storage, hardware, servers, ... etc.)
- 2 Logical diagrams of the solution components connections and workflow.
- 3 Compliance of proposed products to the technical specifications.
- 4 Native and required tailored customized synchronization between products if any.
- 5 Any required additional software, tools, licenses, API, web services ... etc. Should be stated clearly and its deployment and implementations will be the full responsibility of the Offeror.
- 6 MoETE will make any coordination needed between the current (system integrator/vendor) of the main Data Center and the Offeror.

G1.B2 - Product Information.

- a) Provide product descriptions and manufacturer part numbers for the proposed equipment.
- b) Provide a spreadsheet of the "Desired Features" included in this RFP and describe how your proposal meets those requirements.
- c) Provide data sheets to illustrate the actual specification of the offered products alongside with Sizing sheets for (bandwidth, storage, ...etc.)

G1.B3 - Bill of Quantities (BoQ)

The proposed BoQ should be organized **to show minimum information, i.e., item description, manufacturer, quantity, and price.**

G1.B4 - Final Acceptance.

All the needed equipment and software required for the acceptance and assessment testing. These tools will be delivered at the end of the project to EDC and will not be permitted out of the facility once engaged in the process.

G1.C - Project Plan

A detailed Project Plan/Schedule which documents all activities and timelines associated with the project including, but not limited to:

- (a) Services ordered, including any required on-site equipment.
- (b) Solution design and configuration.
- (c) Timelines for on-site solution commissioning, implementation, and software configuration.
- (d) Timelines for training.
- (e) Testing and acceptance.
- (f) Milestones for each activity in conjunction with payment schedule.
- (g) On-site and remote post implementation support.
- (h) Project closure and hand over.

G1.D - Training

The proposed training courses and a course syllabus must be provided.

G1.E - Staffing

The Offeror must provide a staffing and resource deployment plan for the project, which includes a minimum of three (3) certified personnel for proposed technology in response to this RFP and a Project Manager with experience managing a minimum of 2 similar projects .

G2. Financial Proposal

G2.A - Financial Requirements

G2.1 Financial Proposal Requirements

If the Offeror is an Egyptian entity (“Local Entity”), the price quotation should be in US Dollars (USD). The Purchase Order value will be in USD, payable in EGP in accordance with the prevailing buying rate of the Commercial International Bank CIB on the date of the payment transaction. If the Offeror is a non-Egyptian entity (“Non-Local Entity”), the price quotation must be in US dollars (USD). All Offerors must provide a price guarantee that the quotation price remains valid for 90 calendar days.

In response to this RFP, EDC anticipates issuing a fixed price contract. The anticipated contract terms and conditions for any resultant contract are provided in **Annex 4**.

G2.2 Total Financial Proposal Summary

Offerors must provide a price summary as displayed below, as well as a narrative describing how the price was calculated. The price summary must be submitted in Microsoft Excel format and show all formulas.

The financial proposal summary, detailed budget, and all discussion of costs, including the budget notes, must be organized consistent with the cost categories specified below. **If there is no proposed cost in a particular category, include 0 for that category.**

Price Summary	Amount
Direct Labor	
Salary and Wages	
Fringe Benefits	
Consultants	
Other Direct Costs	
Travel, Transportation, Per Diem and Miscellaneous Travel Costs (Visas, inoculations, etc.)	
Allowances	
Equipment and Supplies	
Subcontracts	
Training Costs	
Any Other Direct Cost	
Indirect Costs	
Total Cost (Direct Labor Plus Other Direct Costs Plus Indirect Costs)	
Fee/Profit	
Total Price (Total Cost Plus Fee/Profit)	

All hardware and software included in the proposal must include licenses, updates, support, software assurance and maintenance for one-year starting the date of handover with a renewable option for support agreement for up to three years.

Detailed Budget and Budget Narrative

The detailed budget must be submitted in Microsoft Excel format and show:

- Each cost within a budget category (e.g., within the direct labor category, there must be a separate line in the budget for each staff position; within the equipment category, there must be a line for each type of equipment, etc.);

- For each line item, the estimated cost per unit, the unit type (e.g. per month, per trip, per person, etc.), the number of units, and the total cost (i.e. the estimated cost per unit multiplied by the number of units); and
- all formulas.

The budget narrative must include information about how the amounts for each estimated cost were determined.

The following definitions of types of costs should be utilized in preparing the cost proposal.

Salary and Wages: Direct salary and wages should be proposed in accordance with the Offeror's personnel policies. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours.

Fringe Benefits: If fringe benefits are provided for as part of an organization's indirect cost rate structure, a copy of the organization's Negotiated Indirect Cost Rate Agreement must be included in the cost proposal. If fringe benefits rates are not included in the organization's Negotiated Indirect Cost Rate Agreement, a detailed cost breakdown by benefits types must be provided.

Consultants: This category is for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Offeror. Costs of consultants should be broken down by person years, months, days or hours.

Travel, Transportation, and Per Diem: This category is for costs for transportation, lodging, meals and incidental expenses. Costs must be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: This category is for supplies and equipment. Costs must be broken down by types and units.

Subcontracts: For any proposed subcontract, the Offeror must submit:

- A budget and budget narrative for the proposed subcontract must and the budget must be formatted in accordance with the budget categories in this section;
- An Organizational Information and Certification Form, which is included as Annex 2 to this RFP, completed by the proposed subcontractor;
- A document explaining the work which is proposed to be completed by the proposed subcontractor, how the Offeror will oversee and monitor the proposed subcontractor's work, and the reason why the proposed subcontract is necessary for the efficient achievement of the deliverables.

Allowances: Allowances should be broken down by specific type and by person and should be in accordance with Offeror's policies and US Government regulations.

Training: For all types of training, costs should be broken down by types of training, participants and types of costs (e.g. transportation, materials, facilities, etc.).

Other Direct Costs: Costs must be broken down by types and units.

Indirect Costs: If the Offeror has a Negotiated Indirect Cost Rate Agreement with the US government, indirect costs must be proposed in accordance with the Offeror's Negotiated Indirect Cost Rate Agreement and a copy of the Negotiated Indirect Cost Rate Agreement must be included in the cost proposal. If indirect costs rates have not been previously established with the US Government, a breakdown of bases, pools, method of determining the rates and description of costs, and two years of financial statement, preferably audited by an independent auditor must be submitted.

The following financial information must be submitted in writing:

- Confidential audited financial statements for three (3) most recent years, at a minimum.
- Offerors shall provide a cost rationale and detailed cost calculation methodology for each lump sum, if proposed, to clearly explain how the costs were established.
- Each page of the BoQ included in the Offeror's proposal should be duly signed by authorized signatory and stamped with the company's legal and official stamp.

G2.B – Payment Terms

Offerors must submit a detailed payment schedule with reference to the payment terms below:

G2.B1 - For equipment delivery and installation:

10 % Down payment	Advance payment invoice after submitting performance bond of 5 % and Bank Guarantee for 100% of the down payment.
40 % on Delivery of Equipment (hardware and software)	Against invoice and goods receipt note after initial inspection report.
15 % Ready for Acceptance	Against invoice and Ready for Acceptance (RFA) certificate
15 % Ready for Integration	Against invoice and Ready for Integration (RFI) certificate
15 % Ready for Service	Against invoice and Ready for Service (RFS) certificate

5 % Final acceptance	Final Acceptance Certification (FAC) after 12 months from final acceptance
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G2.B2 - For Implementation and Operation:

25% down payment	Advance payment invoice after equipment RFA certificate
25 % Ready for Acceptance	Against invoice Software (SW) Licenses
10 % Ready for Integration	Against invoice Ready for Integration (RFI) Certificate
10 % Ready for Service	Against invoice Ready for Service (RFS) Certificate
25% Test Scenarios Passed	Against invoice Final Acceptance Test (FAT)
5 % after 6 months from operational services	Against invoice (defect sheet)

G2.B3 - For Training:

100 % Acceptance Certificate	Against invoice
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EDC reserves the right, at its sole discretion, to revise the payment schedule before issuance of a contract.

H. OTHER REQUIREMENTS

H.1. Inspection and Testing of Datacenter

Upon notification from the Selected Offeror that the work is ready for inspection, an inspection (integrated testing) of the Datacenter site will be made.

Testing will include, and not limited to, hardware, software, Integration with existing hardware, Internal and External connectivity, Connectors, Cables, Etc. All work not meeting the minimum standards defined in the specifications will be listed on a punch list and will be corrected by the Selected Offeror. Upon satisfactory completion of the punch list a Certification of Final

Completion will be signed by all parties and the Datacenter will be delivered to the MOETE for integrated testing, see H.2.

H.2. Integrated Testing

Acceptance testing shall be conducted by a third party before the commencement of Live Operations. The final acceptance (Signoff) should cover 100% of the Datacenter, after successful testing, a Final Acceptance Test Certificate (FAT) shall be issued by the MoETE. The date on which FAT certificate is issued shall be deemed to be the date of successful commissioning of the Datacenter (Date of Sign Off). The FAT shall include the following:

- All hardware and software items must be installed at The Site as per specification.
- Availability of all defined services shall be verified.
- The System Integrator shall be required to demonstrate all the features, facilities, and functionalities as mentioned in the RFP
- The System Integrator will arrange the test equipment, if required, at its own cost for performance verification.
- Selected Offeror will also provide documented test results.

Prerequisite for Carrying out FAT activity.

- Detailed test plan shall be submitted by System Integrator and has to get approved the Acceptance Test Plan by **MoETE** before FAT activity is conducted.
- All documentation related to Datacenter and relevant acceptance test document (including IT Components, Non-IT Components etc.) should be completed and submitted before the final acceptance test to **MoETE**.
- The training requirements as mentioned should be completed before the final acceptance test

H.3. Warranty

Offerors agree that a two-month post live support is granted for Hardware, Software and deployment will begin upon issuance of the Certificate of Final Acceptance (FAT) by EDC.

Post live support period is not calculated within warranty services requested in the specification of HW and SW. All items on the punch list must be correct. At the completion of the post live support period a final inspection will be conducted by EDC and any deficiencies will be corrected by the contractor.

Upon completion of the deficiencies incidents the Final Completion Certificate will be issued by EDC and the retainage released to the contractor.

Post live support is not considered within warranty duration.

H.4. Inspection and Acceptance

Under any contract awarded in response to this RFP, EDC will inspect and test all work described in the Scope of Work and performed under the contract to determine if it conforms to the terms of the contract including any attachments. Unless otherwise agreed to in writing by EDC, EDC shall have a right to inspect all materials and work for conformity before payment or acceptance of such work, in accordance with Section 2-513(1) of the UCC. Payment for materials or works made before inspection for conformity shall not constitute an acceptance of such deliverables or impair EDC's right to inspect such materials, work or any of EDC's remedies, in accordance with Section 2-512(2) of the UCC. Materials or work rejected or supplies in excess of quantities to the Bill of Quantities (BOQ) may be returned to the selected Offeror at the selected Offeror's expense.

H.5. Documentation

It is mandatory that all documentation generated during design, installation and commissioning phase shall be made available to **EDC**. Provided documentation, should follow the Information Technology Infrastructure Library (ITIL) standards. This documentation should be submitted as the project undergoes various stages of implementation. An illustrative list of documents may include:

1. A project plan in Microsoft Project detailing activities with milestones, dependencies, and deadlines
2. Original manuals and CDs from respective Original Equipment Manufacturers (OEM).
3. Training material will be provided which will include the presentations used for trainings and the required relevant documents for the topics.
4. The Offeror shall be responsible for preparing process documentation related to the operation and maintenance of each component of the Datacenter. The prepared process document shall be formally approved by the **EDC**, before acceptance test.
5. The selected Offeror shall be responsible for documenting configuration of all devices and keeping backups for all configuration files to enable quick recovery in case of failure of devices.
6. The selected Offeror shall provide manuals, technical specifications, configurations of all IT and non-IT equipment's etc. supplied and installed.

H.6. Other Requirements

Offerors may not provide any commodities, which were manufactured or produced in or shipped from countries sanctioned by the US government. Proposals that include commodities produced in or shipped from countries sanctioned by the US government shall not be considered.

For information regarding countries sanctioned by the US government, please visit: <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

I. ORGANIZATION OVERVIEW AND CERTIFICATION

For the proposal to be considered, the Offeror must complete and submit the Organizational Information and Certification Form, which is included as Annex 2 to this RFP, and submit all documentation required by Annex 2.

J. ANNEXES

The following Annexes follow this page and are part of this RFP:

Annex #	Name	Location
Annex 1	List of Required Components for Proposal	Included in RFP
Annex 2	Organizational Information and Certification Form	Included in RFP
Annex 3	Technical Specifications	Included in RFP
Annex 4	Contract Terms and Conditions	Included in the RFP

Annex 1 - List of Required Components for Proposal

Items to be included with proposal	Submitted
1. Cover letter on letterhead, dated and signed	
2. Technical Proposal	
a. Project Plan	
b. Staffing and Deployment Plan including CVs of all proposed personnel	
c. Bill of Quantity	
d. If applicable, Memorandum of Understanding(s)	
3. Company Profile and Affidavit Naming the Authorized Company Representative	
4. Audited balance sheets for the three (3) most recent fiscal years.	
5. Annex 2 Organizational and Information Certification Form (completed and signed)	
a. Documents of Incorporation	
b. Proof of Partnership Certificate	
c. List of Key Personnel	
d. References: a minimum of three (3) references	
6. Up-to-Date Tax Certification	
7. Financial Proposal on letterhead, dated and signed	
8. Financial Proposal price guarantee of 90 days	

Annex 2—Organizational Information and Certification Form

The Offeror must ensure that this form is duly completed and correctly executed by an authorized officer of the Offeror's company.

2.1. Organizational Information

Full legal name of the Offeror's company: _____

Year the Offeror's company was established: _____

Contact information regarding the proposal:

(a) Individual's full name and title: _____

(b) Full office address: _____

(c) Telephone number: _____

(d) Fax number: _____

(e) Email address: _____

Offeror's Unique Entity Identifier (UEI) Code¹: _____

The Offeror certifies, by checking the applicable box(es), that:

The Offeror is a **non-U.S. entity** and it operates as:

a corporation organized under the laws of _____ (country name),

an individual,

a partnership,

a nongovernmental nonprofit organization,

a nongovernmental educational institution,

a governmental organization,

an international organization, or

a joint venture.

The Offeror is a **U.S. entity** and:

1. it operates as:

a corporation incorporated under the laws of the State of _____ (state name),

an individual,

a partnership,

a nongovernmental nonprofit organization,

¹ Offerors that currently have a UEI Code are requested to provide this information. Offerors who are not registered may do so at <https://sam.gov/content/duns-uei>. There is no charge for this registration. A UEI Code is not required for submission of a quotation but may be required before a contract is issued. Whether or not an Offeror currently has a UEI code will not affect the evaluation of the Offeror's quotation.

- a state or local governmental organization,
- a private college or university,
- a public college or university,
- an international organization, or
- a joint venture.

2. its status is (check all that apply; the NAICS code for this procurement is Code):423430

- Small Business (SB) (self-certification)²
- Small Disadvantaged Business (SDB) (self-certification)
- HUBZone Small Business (self-certification not available), certification issued by _____
- Woman Owned Small Business (WOSB) (self-certification)
- Veteran Owned Small Business (VOSB) (self-certification)
- Service Disabled Veteran Owned Small Business Concern (SDVOSP) (self-certification)
- Large Business (LB)
- Other Certification, certification: _____

In addition to the above, the Offeror complies with the Small Business Administration's Table of Size Standards. (See www.sba.gov for additional information.)

2.2. References

Please list the names, email addresses, phone numbers, and contact people at three organizations to which the Offeror has provided services of a similar or larger size and scope during the last 24 months, whom EDC can call on as references, and a description of the services provided to each organization. It is recommended that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide performance information if requested by EDC.

Reference #1:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Services Provided: _____

Value of the Services Provided: _____

Month and Year During Which Services were Provided: _____

Reference #2:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Services Provided: _____

Value of the Services Provided: _____

Month and Year During Which Services were Provided: _____

Reference #3:

Organization Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Type of Services Provided: _____

Value of the Services Provided: _____

Month and Year During Which Services were Provided: _____

2.3. Incorporation, Registration, and Litigation

The following documents must be included in your proposal.

Documentation showing the Offeror's current legal incorporation in the country in which it is incorporated:

Attached

A copy of the Offeror's currently active registration in Egypt, demonstrating that the organization can legally operate in Egypt, *if the Offeror will complete any work under a contract resulting from this RFP in Egypt.*

Attached

Offeror certifies that it will not complete any work under a contract resulting from this RFP in Egypt and further certifies that it can legally operate in the country(ies) in which all work under a contract resulting from this RFP will take place.

Information regarding any current lawsuits, legal proceedings, court cases, or other litigation in which the Offeror, or any of the entities in the collaboration, are involved, regardless of jurisdiction where the litigation resides.

Attached

Offeror certifies that it is not currently involved in any lawsuits, legal proceedings, court cases, or other litigation.

2.4. Key Individuals

The names and titles of the Offerors' key individuals are:

(a) the principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees): _____

(b) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president): _____

(c) the program manager(s) for the proposed contract: _____

(d) any other person who will have significant responsibilities for administration of the US Government-financed activities or resources under the proposed delivery of the services: _____

2.5. Awareness and Agreement to the Content of this RFP

By signing this form, the Offeror attests to its awareness and agreement to the content of this RFP and all accompanying calendar schedules and terms and provisions contained herein, including but not limited to the payment terms in Section 6.

2.6. Compliance with Applicable Laws and Regulations

By signing this form, the Offeror agrees to comply with all applicable U.S. federal laws and regulations including those governing affirmative action, E-Verify, equal employment opportunity, use of human participants in research, disabilities, prohibitions against supporting terrorism, prohibitions on human trafficking and prohibitions against discrimination, and, if the value of the contract resulting from this RFP is \$10,000 or more, Executive Order 13496, Notification of Employee Rights Under Federal Labor Laws, see 29 CFR Part 471, Appendix A to Subpart A. Offeror hereby certifies that it is not delinquent on any State or Federal tax. Offeror will cooperate with EDC in its efforts to comply with all laws, regulations and any award terms and conditions imposed by EDC by the sponsor(s) of this project.

Provider agrees that the services or equipment that it provides to EDC will not incorporate any covered telecommunications or equipment as specified in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232) and Federal Acquisition Regulation subpart 4.21, and 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" (AUG 2020). Covered telecommunications equipment or services includes any equipment, services or systems produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company or any subsidiary or affiliate of those companies. If Provider discovers any covered equipment or services are being provided during the contract performance, then within one business day of such discovery the Provider must notify EDC and provide any information required for compliance purposes.

2.7. Debarment and Suspension

The Offeror further certifies that their firm (check one):

IS

IS NOT

currently debarred, suspended, or proposed for debarment by any United States federal entity. The undersigned agree to notify EDC of any change in this status, should one occur, until such time as an award has been made under this procurement action.

2.8. Proposal Validity

This proposal is submitted in response to an RFP issued by EDC. The undersigned is a duly authorized officer and hereby certifies that:

(Offeror Name)

agrees to be bound by the content of this Technical and Cost Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP. The proposal shall remain in effect for a period of 90 calendar days as of the Due Date of the RFP.

2.9. Authorized Negotiators

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

2.10. Signature

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____

Annex 3 - Technical Specifications

Solution Requirements

The following section defines the new solution requirements to be used by the Offeror to provide MoETE with a proposal for hardware, software and professional services.

Solution Description

At a high level, the following items are required to be provided:

- 1) Fiber Leaf Switches
- 2) DMZ Switches
- 3) ToR Switches
- 4) Management Switches
- 5) SDN Advanced Operation
- 6) Data Center Firewall
- 7) Perimeter Firewall
- 8) Application Delivery Controller & Advanced WAF
- 9) Azure Stack Hub
- 10) Backup Hardware
- 11) Backup Software
- 12) Professional Services
 - a) Implementation Services for the proposed solution and integration services with the current data center
 - b) Advanced Services by Vendor
 - c) Resident Engineer
 - d) Microsoft Training by certified training center
 - e) Hands-on Training by the Offeror for the following technologies

Technical Specifications

Fiber Leaf Switches

Required Quantity

- Two (2) Switches

Required Compatibility with Existing Datacenter

- The proposed fiber leaf switches must join the existing SDN architecture and be fully compatible with the SDN components and management utility currently in place

Technical Specifications

The proposed fiber leaf switches must meet the following minimum requirements:

- Ports: 48 (1/10/25 Gbps)
- Uplink Module: 6 (40/100 Gbps)
- Switching Throughput: 3.6Tbps
- Forwarding Throughput: 1.2 bpps
- IEEE 802.1ae MAC Security
- Power On Auto Provisioning
- CPU: 6 Cores
- Memory: 32GB RAM
- Storage: 128GB SSD
- Redundant Power Supply and Fan

DMZ Switches

Required Quantity

- Two (2) Switches

Required Compatibility with Existing Datacenter

- The proposed DMZ switches must support stacking with the existing DMZ switches mentioned in the current data center component section

Technical Specifications

The proposed DMZ switches must meet the following minimum requirements:

- Ports: 24 base-T 10/100/1000

- Uplink Module: Modular, 8 x 10Gbps
- Stacking Support: Power and Data
- Stacking Bandwidth: 480Gbps
- Switching Throughput: 200Gbps (Single) / 650Gbps (Stacked)
- Forwarding Throughput: 150Mpps (Single) / 500Mpps (Stacked)
- Redundant Power Supply and Fan

ToR Switches

Required Quantity

- Two (2) Switches

Required Compatibility with Existing Datacenter

- Compatible with existing network infrastructure management components

Technical Specifications

The proposed ToR switches must meet the following minimum requirements:

- Ports: 36 QSFP28 40/100Gbps
- Switching Throughput: 7.2Tbps
- Forwarding Throughput : 2.4bpps
- Support Speeds: 1/10/25/40/100 (Ethernet)
- Breakout Support: All Ports
- CPU: 4 Core
- Memory: 24GB RAM
- Storage: 128GB SSD
- System Buffer: 40MB
- Redundant Power Supply 1100W and Fan

Management Switches

Required Quantity

- Two (2) Switches

Required Compatibility with Existing Datacenter

- The proposed Management switches must be non-blocking, unified fabric and support external fabric extension
- The proposed Management switches must support Fiber Channel over Ethernet (FCoE) and Datacenter Bridging (DCB)

Technical Specifications

The proposed Management switches must meet the following minimum requirements:

- Ports: 32 fixed
- Switching Throughput: 2.56Tbps
- Support Speeds:
 - 1/10/40 (Ethernet)
 - 4/8/16 (Fiber Channel)
- Redundant Power Supply and Fan

SDN Advanced Operations Management

The Offeror must provide an Advanced Operations Management system for the current SDN solution to operate and automate the operations of the entire MoETE data center network.

Required Compatibility with Existing Datacenter

- The proposed solution must consolidate the management of the existing and newly proposed hardware/systems

Technical Specifications

The proposed solution must meet the following minimum requirements:

- Unified platform capable of scaling out horizontally to accommodate application needs with a modern microservices infrastructure services stack on a clustered architecture
- Ability to cohost the entire Day 2 applications portfolio, thus reducing the burden of the underlying software and hardware life-cycle maintenance
- Effectively manage and maintain the different services crucial to operate MoETE infrastructure through a centralized platform
- Customized role-based UI and role-based access control (RBAC)
- Provide Single sign-on (SSO) across all operational services
- Centralized health monitoring for all components
- Ensure high availability, scale-out operations from a single dashboard
- Scale use cases leveraging flexible deployment options
- Perform seamless integration and life-cycle management of operational services
- Facilitate new device on-boarding and management of operational services
- Continuously verify policy compliance, analyze and assess the impact of changes, and verify network-wide behavior
- Proactively monitor network fabrics—get SLA insight and views into latency and throughput and perform proactive utilization monitoring
- Provide proactive advice with a focus on maintaining availability. Create advisories for issues found and suggest remediation steps
- Drive fast and accurate changes and eliminate human error with exhaustive verification-driven methodology and pre-change analysis
- Detect anomalies before they affect network services with system-level data gathering from every device in the network

- Reduce outages and dramatically reduce the mean time to repair issues with deep, continuous fabric analysis and visibility
- Empower tier-1 and tier-2 network operations center teams and reduce escalations with detailed runbooks
- Reduce uncertainty in migration timelines with Day-0 configuration analysis and accelerated learning curve of the software-driven networking paradigm
- Get customized advisories on maintenance issues that require immediate attention to help operators take fast remediation steps without navigating oceans of data
- Get health score report to facilitate network audits
- The solution must have two primary personas, the administrator persona, and the operator persona

Data Center Firewall

Required Quantity

- One (1) Firewall

Required Compatibility with Existing Data center

- The proposed data center Firewall must support clustering with the existing data center Firewalls
- The proposed data center Firewall must be fully managed by the existing data center Firewall Management Console

Technical Specifications

The proposed data center Firewall must meet the following minimum requirements:

- Appliance Type: Physical Appliance (1RU)
- Interfaces: 2 x SFP+ 40Gbps, expandable.
- Redundant Power Supply
- Intrusion Prevention: Included
- Application Visibility: Included
- FW+IPS+AVC Throughput: 42Gbps
- Concurrent Sessions: 23M (with AVC enabled)
- New Connections per sec.: 260K (with AVC enabled)
- HA Connectivity: Ether Channel
- HA Modes : Active/Active and Active/Passive
- Must be able to identify 4,000 applications
- Must provide capability to develop custom application detection rules
- Must support importing open-source application rules
- Must support blocking based on security intelligence information with IP, URL, DNS & file hash
- Must offer bandwidth control (QoS) per user, per application, per IP, per user group ...etc.
- Must provide ability to create detailed firewall security policies that are based on a combination of multiple characteristics such as user identity, host name and specific aspects of an application

- Should support advanced user and application controls as well as detailed user and application usage information in reports, logs and statistics
- Must be able to decrypt outbound and inbound SSL and TLS traffic including TLS 1.3
- IPS must be able to analyze and detect unused signatures and provide recommendations on signatures to be applied or removed
- IPS must support import of opensource rules including Snort
- IPS should be able to prioritize and tune the applied signatures based on integration with vulnerability scanners. Policies to be added based on the feedback from scanners automatically
- Should be able to perform Network Discovery
- Should be capable to dynamically tune the IPS by recommending the IPS rules set that should be enabled based on the obtained context awareness
- Should be able to defend against evasion techniques automatically by defragmentation and reassembly of traffic based on characteristics of each destination host
- IPS must offer file-based policy to control files and file types
- IPS should provide visibility & statistics of applications used based on risk & business relevance.
- IPS should be able to perform automated event impact assessment by measuring the triggered attack impacts based by correlating the attack to the target.
- The system should be capable to identify Host Profiles for all the IP address that it sees communicating over the network.

Perimeter Firewall

Required Quantity

- One (1) Firewall

Required Compatibility with Existing Data center

- The proposed Perimeter Firewall must support clustering with the existing Data center Firewalls.

Technical Specifications

The proposed Perimeter Firewall must meet the following minimum requirements:

- Appliance Type: Physical Appliance
- Firewall Technology: ML-Powered NGFW
- Interfaces: 10Gbps (Copper and Fiber) + 40Gbps (Fiber)
- Redundant Power Supply
- FW Throughput: 13Gbps
- TP Throughput: 7Gbps
- Concurrent Sessions: 4M
- New Connections per sec.: 150K
- HA Modes: Active/Active and Active/Passive
- Ability to create detailed firewall security policies that are based on a combination of multiple characteristics such as user identity, host name and specific aspects of an application
- Ability to inspect and apply policies to TLS/SSL-encrypted traffic, both inbound and outbound, including traffic that uses TLS 1.3 and HTTP/2.
- Must offer visibility into TLS traffic, such as amount of encrypted traffic, TLS/SSL versions, cipher suites ...etc. without decryption

- Can control the use of legacy TLS protocols, insecure ciphers, and misconfigured certificates to mitigate risks
- Can enable or disable decryption based on URL category and source and destination zones, address, user, user group, device, and port, for privacy and regulatory compliance purposes
- Can create a copy of decrypted traffic from the firewall (i.e., decryption mirroring) and send it to traffic collection tools for forensics, historical purposes, or data loss prevention (DLP)
- Can automate policy recommendations to reduce the chance of human error
- Can identify the applications traversing your network irrespective of port, protocol, evasive techniques, or encryption (TLS/SSL)
- Can use the application (not the port) as the basis for policy enablement decisions (allow, deny, schedule, inspect, and apply traffic-shaping)
- Must offer the ability to create custom Application tags for proprietary applications
- Can identify all payload data within the application (e.g., files and data patterns) to block malicious files and thwart data exfiltration attempts
- Can prevent corporate credentials from leaking to third-party websites and prevent reuse of stolen credentials by enabling multi-factor authentication (MFA) at the network layer for any application without any application changes
- Provides dynamic security actions based on user behavior to restrict suspicious or malicious users

Application Delivery Controller and Advanced WAF

Required Quantity

- One (1) Appliance

Required Compatibility with Existing Datacenter

- The proposed ADC and AWAFF must support clustering with the existing ADC and AWAFF

Technical Specifications

The proposed Perimeter Firewall must meet the following minimum requirements:

- Appliance Type: Physical Appliance (1RU)
- HA Connectivity: Ether Channel
- HA Modes: Active/Active and Active/Passive
- Throughput: 20Gbps (L4/L7)
- L7 Requests: 640K per second
- L4 HTTP Requests: 1M per second
- L4 Concurrent Connections: 25M
- L4 Connections: 240K per second
- SSL/TLS Hardware Offload: 9Gbps Bulk Encryption
- Software Compression: 5Gbps
- The proposed solution should be listed in Gartner's Leaders for both WAF & ADC for at least one year in the last five reports

- Should assist in meeting compliance report requirements, including PCI and DSS
- Should provide OWASP Compliance Dashboard with measures of application compliance against the OWASP Application Security Top 10 and provide suggestions/shortcuts to address any compliance and configure issues or findings
- Should provide regular update for CVE signatures
- Must provide capability to develop custom rules
- The solution must support the configuration to allow some pages in a web application to be in blocking mode and some pages to be in detection\learning mode
- Must allow the re-learning of an application profile on a per-URL or per-page basis and should not require relearning the entire application when only a few pages have changed
- It should provide advanced BOT detection mechanism based on smart combination of signature-based and heuristic behavior analysis and reverse DNS lookup
- The Web Application Firewall should have "Anti-Automation" protection which can block the automated attacks using hacking tools, scripts, framework etc.
- Should support load balancing algorithms including - Weighted round robin, Weighted Least Connections, Administrative Priority
- Should be able to identify and control or drop traffic based on Geolocations

Azure Stack Hub

Required Quantity

- Eight (8) Nodes

Required Compatibility with Existing Datacenter

- The proposed Azure Stack Hub solution must be managed from the current management system
- The proposed Azure Stack Hub solution must be integrated with the existing SDN solution to support the required automation for the current data center and any upcoming additional data center
- The proposed solution must be an integrated system for Microsoft Azure Stack Hub

Technical Specifications

The proposed Azure Stack Hub solution must meet the following minimum requirements:

- Hybrid cloud agility for Microsoft Azure services
- Integrated Infrastructure compute and network to be automated from the Azure Stack (management, software upgrade, firmware upgrade)
- Full redundancy must be provided with no single points of failure throughout the entire platform
- BMC must be embedded in the provided system, to avoid single point of failure
- The cluster could support up to 16 nodes
- The solution must provide 40-Gigabit Ethernet (GE) connectivity from end to end (from the network interface card in the server through to the Top-of-Rack (ToR) switch)

- The solution must facilitate server deployment with the same configuration from firmware versions to driver settings, through service profiles, integrated policy, templates, and APIs
- All major system components must be designed, developed, and manufactured by single vendor. Controlling the product roadmap and management interface points
- The solution must demonstrate ease of scalability through service profiles to add nodes to the cluster without professional services assistance
- Proposed system must support connecting to external storage
- Per-Node Specific Configuration:
 - Chassis : 2 RU
 - CPU : 2 x Intel 6203R 2.1 GHz 26 Core
 - Memory : 1TB DDR4-2933 MHz RDIMM
 - Storage : 2 x 960GB SATA M.2
 - Storage : 8 x 8TB 12G SAS 7.2K rpm
 - Storage : 2 x 3.2TB NVMe Extreme Performance High Endurance
 - Network : 2 x 40Gbps
 - Network : 2 x 1/10Gbps
 - Network : 1 x dedicated management port
 - PCIe slots : 6 slots
 - Redundant power supply 1050W

Backup Solution Hardware

Required Quantity

- One (1) Server

Required Compatibility with Existing Datacenter

- The proposed Backup Server must be managed by the existing management software of the current data center.

Technical Specifications

The proposed Backup Server must meet the following minimum requirements:

- Chassis: 4 RU
- CPU: 2 x Intel 6226R 2.9 GHz 16 Core
- Memory: 256GB DDR4 2933 MHz RDIMM
- Storage :
 - 2 x 480 GB SSD Boot
 - 1,000TB 12G SAS 7.2K rpm RAW
- Network:
 - 4 x 40Gbps Ethernet ports
 - 1 x 1Gbps Ethernet dedicated management port
- 4-way Redundant Power Supply 1050W

Backup Solution Software

Required Quantity

- 140 Workload

Required Compatibility with Existing Datacenter

- The proposed Backup Solution Software must be managed through the existing Backup management interface

Technical Specifications

The proposed Backup software must meet the following minimum requirements:

- Solution should feature the scalability, real time data traffic flow analysis with backup bottleneck reporting and central management console for multiple backup domains management
- Solution should provide automation through RESTFUL API or PowerShell SDK
- Solution should provide end-to-end encryption for data backup in flight and at rest
- Solution should offer encryption key management and recovery for lost encryption keys

- Solution should support any vendor and type of storage for backup and provide built-in deduplication and compression technology for saving disk space
- Solution should maintain complete control of data protection for ALL virtual, physical and cloud workloads by managing both hypervisor-based and agent-based backups natively through one single console
- Solution should store backup files in a type of self-sufficient storage containers and have no dependency on backup catalog for recovery
- Solution should provide Changed Block Tracking mechanism for Microsoft platforms for incremental image level backup
- Solution should support multiple backup targets with flexibility to replicate a chosen backup set from primary backup storage to secondary
- Solution should offer automatic detection and consolidation of backup orphaned snapshots. In case, automatic consolidation was not possible, the solution should notify the administrator by email
- Solution should support GFS (Grandfather-father-son) retention policies
- Solution should support Backup copies of VMs from backup files to avoid overhead on production virtual infrastructure
- Solution must include Failover Orchestration allowing a 1-click failover to avoid extended downtime
- Solution should provide a built-in Backup I/O control mechanism to avoid high storage latency during backup time
- The solution should provide traffic throttling both globally as well as per individual datastore
- The Solution should allow running pre and post backup scripts.
- The Solution should have the capability of offloading the VM data processing during Microsoft Hyper-V VM backup
- The Solution should be able to recover individual application items such as databases, e-mails, sites, users from Microsoft Exchange, Active Directory, SQL, SharePoint, and Oracle physical or virtual servers' backups without installing any application specific agents to the target server
- Solution should support VM configuration and Virtual Hard Disks restore
- Solution should support file level, volume level, and bare metal restore for Windows and Linux servers or workstations

Professional Services

A. Implementation Services

Offeror must provide all related implementation services for the proposed solution and integration services with the current data center.

B. Advanced Services By Offeror

Offeror must provide Offeror's advanced support to fulfill the following requirements:

- Incident management and problem management through:
 - Case Management
 - Service reporting
 - Escalation Management
 - Problem resolution
 - Root cause analysis
- Service reporting and management through:
 - Actionable data analytics
 - Customer benchmarking
 - Key performance index reporting
- Bi-Weekly SR Review Call
- Detailed information available on request for topics including technology-specific data, user ID, defect queries, and many others
- Routing of any additional requests to the proper teams
- Organizing business review with customer and Offeror's internal teams
- Reporting, analyzing, and presenting operational data
- Delivering specific & proactive recommendations based on trends
- Providing proactive support

C. Resident Engineer

The Offeror must provide resident engineer for 1 year after the implementation, to provide first level support and daily operation support.

D. Microsoft Training

The Offeror must provide six (6) seats of Microsoft training in a Microsoft certified training center for each of the following:

- AZ-900: Microsoft Azure Fundamentals
- AZ-600: Configuring and Operating a Hybrid Cloud with Microsoft Azure Stack Hub

E. Hands-on Training

- The Offeror must propose hands-on training on all technologies provided for four (4) seats per each technology.

Annex 4 – Contract Terms and Conditions

M2. ACCOUNTING, AUDIT, AND RECORDS (MARCH 2021)

a. Accounting, Retention, and Access to Records.

1. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award.
2. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting

Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

3. The recipient must grant timely access to USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any subrecipient, which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. This includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents.

b. Audits.

1. The recipient must have an annual audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all federal awards, either directly or through another contractor or recipient, excluding fixed price contracts.
 - i. The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.
 - ii. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.
 - iii. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.
2. The recipient is not required to have an annual audit for any recipient fiscal year in

which the recipient expends a combined total of less than \$750,000 in all federal awards, either directly or through a prime contractor or recipient, excluding fixed price contracts. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.

3. USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

c. Subawards and Contracts.

1. If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.
2. This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000.

Subawards of grants and cooperative agreements made to U.S.

organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

[END OF PROVISION]

M6. SUBAWARDS AND CONTRACTS (DECEMBER 2014)

- a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)

- a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.
- b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:
 1. Equipment means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient's policy, lower limits may be established.
 2. Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.
 3. Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.
 4. Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.
- c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:
 1. The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.
 2. When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:
 - i. Activities funded by USAID, then
 - ii. Activities funded by other United States Government (USG) agencies, then
 - iii. As directed by the Agreement Officer (AO).
- d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:
 1. Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.
 2. A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.
 3. A control system must be in effect to maintain the Property and ensure adequate

safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

- e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.
 - 1. All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.
 - 2. New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.
 - 3. Real or intangible property, of any value.
- f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:
 - 1. The recipient may retain title with no further obligation to USAID.
 - 2. The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.
 - 3. The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.
- g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.
- h. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 2020)

- a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.
- b. Ineligible and Restricted Commodities and Services:

1. Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
 - i. Military equipment,
 - ii. Surveillance equipment,
 - iii. Commodities and services for support of police or other law enforcement activities,
 - iv. Abortion equipment and services,
 - v. Luxury goods and gambling equipment, or (vi) Weather modification equipment.
 2. Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, "Debarment, Suspension and Other Responsibility Matters" and Standard Provision, "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals" must not be used to provide any commodities or services funded under this award.
 3. Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:
 - i. Agricultural commodities,
 - ii. Motor vehicles,
 - iii. Pharmaceuticals,
 - iv. Pesticides,
 - v. Used equipment,
 - vi. U.S. Government-owned excess property, or
 - vii. Fertilizer.
- c. Source and Nationality:
- Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://www.usaid.gov/ads/policy/300/310>.
- d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.
 - e. This provision must be included in all subawards and contracts which include procurement of commodities or services.

[END OF PROVISION]

M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)

- a. The recipient agrees to notify the Agreement Officer (AO) immediately upon learning that it or any of its principals:
1. Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 2. Have been convicted within the preceding three-year period preceding 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 public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and
 4. Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any subawards or contracts under this award with a person or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov). The recipient further agrees to include the following provision in any subawards or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

- c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

[END OF PROVISION]

M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN),

including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDNhttps://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx/List/Pages/default.aspx/>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

- a. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.
- b. The Recipient must include this provision in all subawards and contracts issued under this award.

[END OF PROVISION]

M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)

- a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,

Bureau for Management

Office of Acquisition and Assistance, Transportation Division

1300 Pennsylvania Avenue, NW

USAID Annex

Washington, DC 20523

Email: oceantransportation@usaid.gov

- b. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M20. TRAFFICKING IN PERSONS (April 2016)

- a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

- (2) Procurement of a commercial sex act during the period of this award;

- (3) Use of forced labor in the performance of this award;

- (4) Acts that directly support or advance trafficking in persons, including the following acts:

- i. Destroying, concealing, confiscating, or otherwise denying an employee access

to that employee's identity or immigration documents;

- ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - i. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - ii. Charging employees recruitment fees; or
 - iii. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
 - (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee,

and ensures that wages meet applicable host-country legal requirements or explains any variance.

- (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
- (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.
 - a) If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
 - b) The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
 - c) For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
 - d) The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

M22. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

- a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
- b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.
- c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below.

USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

(a) Description

[Type of construction and location(s)]

- (b) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

M24. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[END OF PROVISION]

M26. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

(b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information

Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.
- (f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

(End of Provision)

M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016)

- (a) USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.
- (b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[End of Provision]

M28. MANDATORY DISCLOSURES (NOVEMBER 2020)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development

Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[End of Provision]

M29. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (July 2022)

a. In accordance with the cost principles in 2 CFR § 200.471, obligating or expending costs for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 are unallowable. Recipients and subrecipients are prohibited from using award funds, including direct and indirect costs, cost share and program income, for such covered telecommunications and video surveillance services or equipment. This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for:

- (1) All costs for covered telecommunications and video surveillance services or equipment incurred through September 30, 2022; and
- (2) Costs for covered telecommunications and video surveillance services or equipment incurred on or after October 1, 2022, through September 30, 2028, only if the recipient has determined that there is no available alternate eligible source for the covered telecommunications and video surveillance services or equipment.

b. After September 30, 2028, in accordance with 2 CFR § 200.471 costs of all covered telecommunications and video surveillance services or equipment as specified in 2 CFR § 200.216 will be unallowable.

c. The Recipient must include this provision in all subawards and contracts issued under this award.

RAA13. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)

a. By April 1 of each year, the recipient must submit a report containing:

1. Contractor/recipient name.
2. Contact name with phone, fax and e-mail.
3. Agreement number(s).

4. The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 5. Any reimbursements received by April 1 of the current year on valueadded taxes and customs duties reported in (iv).
 6. Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
 7. Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- b. Submit the reports to: Patrick Sossou at psossou@edc.org by April 1 of each project year, with an electronic copy to the EDC project director.
 - c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.
 - d. The recipient must include this reporting requirement in all applicable subawards and contracts.

[END OF PROVISION]

RAA24. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.(1) of this award term to www.fsr.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.
- b. **Reporting total compensation of recipient executives for non-Federal entities.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. In the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:
 - i. As part of your registration profile at www.sam.gov.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal entity means all of the following, as defined in 2 CFR 25:
 - i. A governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and
 - iv. A domestic or foreign for-profit organization.
3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[END OF PROVISION]

RAA26. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

Workers' Compensation Insurance (Defense Base Act)

(a) The Contractor must--

- (1) Before commencing performance under this contract, establish provisions to provide for

the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

- (2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.
- (3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).
- (4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).
- (5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).
- (6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).
- (7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).
- (8) When payments are suspended or when making the final payment, submit Form LS208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).
- (9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]