

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

THE DIGITAL BRIDGE SCIENCE AND TECHNOLOGY PARK, OSHODI

Submission Deadline: **4:00 pm**
LOCAL (Abuja) TIME
September 24, 2010

Submission Place: The President/ CEO
Digital Bridge Institute
No. 8 P. O. W Mafemi Crescent
Off Solomon Lar Way, Utako District
P.M.B. 5168, Wuse
Abuja Nigeria.

Phone: +234-9-2907023

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

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$404,000 to the Digital Bridge Institute¹ (the "Grantee") in accordance with a grant agreement dated June 3, 2010 (the "Grant Agreement"). This Feasibility Study will assist the Digital Bridge Institute (DBI) with the development of a renewable energy powered information and communication technology (ICT) park at the Oshodi Campus of the Digital Bridge Institute (DBI) in Lagos, Nigeria, focusing on renewable energy as a means to meeting its power needs. The Digital Bridge Institute was established by the Nigerian Communications Commission in 2004 to provide Nigerian engineers and ICT workers with advanced technology training. DBI has established three training campuses, including the Oshodi Campus in Lagos, which was acquired from the parastatal telecommunications operator, NITEL. In addition to providing ICT training, DBI plans to convert a portion of the Oshodi Campus into a Science and Technology Park designed to provide an environment conducive to the operation and development of ICT firms. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

The Oshodi Campus has several decisive advantages for the development of a Science and Technology Park. As a former NITEL facility, it has direct access to the SAT-3 undersea fiber optic cable as well as existing right-of-way for new submarine cables. The Park is also equipped with several former NITEL buildings which would be ideal for data centers, telecommunications exchanges, and ICT companies. Most importantly, the Park's location will give tenants immediate access to the large and rapidly developing market in Lagos as well as DBI's on-campus training facilities. Throughout the world, universities and higher learning institutions have demonstrated great success in hosting similar technology development parks due to the mutually beneficial relationships which these parks are able to cultivate between small and medium enterprises, research and development personnel, students, engineers, investors, and the marketplace. These parks, including several examples in the United States, have been able to promote investment, economic and infrastructure development, capacity development of the local workforce, technology transfer, and the creation of local jobs. DBI's stewardship of the Oshodi Campus will serve to ensure a similar type of symbiosis between the Nigerian market, workforce, and investors and tenants from Nigeria and around the world.

The Feasibility Study should aim to assist the Grantee in developing a financing and implementation plan to most effectively utilize these advantages, and attract tenants to the Project. The Grantee hopes to attract both local and international companies who are looking to relocate to a more favorable operating environment, or enter the Nigerian market for the first time from a base of operations where state-of-the-art facilities, reliable bandwidth and power, and security are provided on a cost effective basis. Furthermore, the Oshodi Science and Technology Park should be able to offer tenants regulatory incentives, such as tax breaks.

¹ "The Digital Bridge Institute (The International Centre for Communications Studies) Limited by Guarantee"

Another critical part of attracting tenants to the Park will be the Grantee's ability to provide reliable, uninterrupted power. To achieve this goal, the Grantee is giving serious consideration to renewable energy solutions which can serve to mitigate its dependence on diesel fuel. Many Lagosian businesses report running their diesel generators up to 50% of the time, making solar technologies, which might be cost prohibitive in other environments, an increasingly attractive option in reducing power costs. The FS requires the contractor to assess the Project's anticipated energy needs, and make recommendations concerning the implementation of renewable energy solutions, building on the Grantee's strong commitment to technological innovation and renewable energy solutions.

A background Definitional Mission conducted by Washington Strategic Advisors is provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of this Feasibility Study is to evaluate the economic and technical viability of the development of a renewable energy powered information and communication technology (ICT) park at the Oshodi Campus of the Digital Bridge Institute (DBI) in Lagos, Nigeria. The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

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

The amount for the contract has been established by a USTDA grant of US\$404,000. **The USTDA grant of US\$404,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$404,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called The Digital Bridge Science and Technology Park, Oshodi.

2.2 DEFINITIONS

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

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

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

2.3 NIGER, NIGERIA, AND SENEGAL ICT OPPORTUNITIES DEFINITIONAL MISSION REPORT

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

2.4 EXAMINATION OF DOCUMENTS

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

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

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

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$404,000.

2.6 RESPONSIBILITY FOR COSTS

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

2.7 TAXES

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

2.8 CONFIDENTIALITY

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

2.9 ECONOMY OF PROPOSALS

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

2.10 OFFEROR CERTIFICATIONS

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

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for

specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

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

2.13 PROPOSAL SUBMISSION REQUIREMENTS

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

The President/ CEO
Digital Bridge Institute
No. 8 P. O. W Mafemi Crescent
Off Solomon Lar Way, Utako District
P.M.B. 5168, Wuse
Abuja Nigeria.

Phone: +234-9-2907023

An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 pm, September 24, 2010.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

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

2.14 PACKAGING

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

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

2.15 AUTHORIZED SIGNATURE

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

2.16 EFFECTIVE PERIOD OF PROPOSAL

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

2.17 EXCEPTIONS

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

2.18 OFFEROR QUALIFICATIONS

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

2.19 RIGHT TO REJECT PROPOSALS

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

2.20 PRIME CONTRACTOR RESPONSIBILITY

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

2.21 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

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

2.23 INVOICING AND PAYMENT

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

Section 3: PROPOSAL FORMAT AND CONTENT

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

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

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$404,000, which is a fixed amount.

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

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

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

3.1 EXECUTIVE SUMMARY

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

3.2 COMPANY INFORMATION

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

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections 3.2.5 and 3.2.6 below must be provided for each subcontractor.

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

3.2.2 Offeror's Authorized Negotiator

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

3.2.3 Negotiation Prerequisites

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

3.2.4 Offeror's Representations

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

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

3.2.5 Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

3.2.6 Subcontractor's Representations

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

1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Feasibility Study and to perform the Feasibility Study. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

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

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

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

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

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

3.4 TECHNICAL APPROACH AND WORK PLAN

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

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

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

3.5 EXPERIENCE AND QUALIFICATIONS

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

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

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

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Feasibility Study as described in this RFP.

Section 4: AWARD CRITERIA

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

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

PROFESSIONAL QUALIFICATIONS OF KEY PERSONNEL

The DBI ICT Park feasibility study will require a team with strong competencies in ICT marketing and analysis, ICT business implementation, ICT policy and regulation, ICT engineering, finance, and renewable energies. The Contractor shall identify in their Technical Proposal professional personnel who meet or exceed the following minimum criteria:

ICT Marketing Advisor

The ICT Marketing Advisor will take the lead in conducting local market research, reviewing global good practice, and evaluating commercial strategies to recommend the optimum product and service mix for a successful ICT Park.

The ICT Marketing Advisor should hold a graduate degree in a relevant discipline (e.g. business, economics) and should have multi-disciplinary experience in the ICT or telecommunications sector, with experience conducting in-depth ICT marketing analysis and translating this into commercial strategies, preferably in developing countries. The analysis will be done in support of and in the context of the DBI Strategic Plan.

ICT Business Implementation Specialist

The ICT Business Implementation Specialist will take the lead in working with DBI to integrate marketing analysis and global good practice, and will turn these into action plans for creating an amenable environment for successful ICT commercial initiatives at the ICT Park. The analysis will be done in support of and in the context of the DBI Strategic Plan.

The ICT Business Implementation Specialist should hold a graduate degree in a relevant discipline (e.g. business, economics, telecommunications engineering) and should have multi-disciplinary experience in the telecommunications sector, with experience developing (as reflected in successful business or corporate venture plans) and implementing (as demonstrated in completed projects) large scale telecommunications business initiatives that contain a strong Internet Protocol-based communications or business data communications component. Some relevant experiences would be: planning and implementing large-scale commercial data centers or technology parks, hosted or software-as-a-service application solutions, establishing carrier-grade IP telecommunications peering facilities.

The ICT Business Implementation Specialist shall demonstrate strong knowledge of the economic drivers of an array of Internet Protocol-based communications or business data communications businesses, particularly in sub-Saharan Africa.

The ICT Business Implementation Specialist shall demonstrate the multidisciplinary knowledge required to integrate business strategy, economic logic, project planning and execution, and financial considerations into a compelling strategy for development of the ICT Park that may form part of any required project financing or funding package.

ICT Development Policy Specialist

The ICT Development Policy Specialist will take the lead on identifying the role the Federal Government of Nigeria and the Government of Lagos State can and should play in creating an amenable environment for an ICT Park, and will outline specific policy or regulatory interventions in accordance with national law to support its successful commercial implementation. Key areas to review include how Government can:

- encourage innovation through financial and non-financial measures, including protection of intellectual property;

- promote investments through appropriate financial and tax incentives (e.g. granting an ICT Park ‘Special Trade Zone’ or similar status), together with efficient and user-friendly processes for facilitating investments; and
- facilitate capacity building and workforce scalability by encouraging appropriate employment policies¹

The ICT Development Policy Specialist will have a graduate degree in a relevant discipline (e.g. law, development economics, public policy) and extensive experience successfully crafting telecommunications policy and regulations for stimulating growth of ICT sectors, particularly in low per capita income countries.

ICT Finance Specialist

The ICT Finance Specialist will take the lead on identifying the most appropriate strategies for mobilizing capital investment and enticing ICT firms of reference to become tenants or shareholders, including examining options and making recommendations on the shareholder structure and governance of the ICT Park. If DBI and the consulting team conclude that project financing or development funding grants should be pursued to develop the ICT Park infrastructure, the Finance Specialist will also take the lead on crafting and completing the project finance package.

The Finance Specialist will have a graduate degree in a relevant discipline (Business, Finance) and have extensive experience in financial planning including guiding complex financial transactions among multiple stakeholders, and solid experience in developing project finance plans, preferably in the telecommunications sector. The ICT Finance Specialist should have knowledge of the funding and financing requirements of the International Finance Corporation (and by implication the Africa Finance Corporation), the World Bank, international donor organizations.

Renewable Energy Specialist

The Renewable Energy Specialist will take the lead technical role in assisting DBI as they evaluate the role renewable energy solutions could play in creating an amenable environment for ICT firms. The Renewable Energy Specialist will specifically work with the ICT Engineer and ICT Business Implementation Specialist to dimension and specify potential renewable energy solutions capable of sustaining the optimal product and service mix for the ICT Park.

The Renewable Energy Specialist should hold a Bachelor’s degree or graduate degree in Engineering, and should have extensive experience in dimensioning and implementing renewable energy solutions. The Renewable Energy Specialist shall have extensive experience developing and executing renewable energy projects, including budgets cost estimates, and implementation plans, preferably for ICT infrastructure. The Renewable Energy Specialist will

¹ *International Good Practice for Establishment of Sustainable IT Parks*, InfoDev, June 2008, www.infodev.org/en/Publication.557.html

have extensive knowledge of commercial applications of renewable energy solutions, particularly solar (photovoltaic panels, solar concentrator technologies, others) and wind (micro-wind turbine technology), preferably in emerging economies. The Renewable Energy Specialist will demonstrate knowledge and understanding of the key factors contributing to successful implementation of alternative energy solutions for ICT projects.

ICT Engineer

The ICT Engineer will take the lead technical role in evaluating existing infrastructure at the Oshodi campus of DBI as well as outlining key infrastructure investments the DBI should make to create an amenable environment for ICT firms. The ICT Engineer will work closely with the Business Implementation Specialist, the Renewable Energy Specialist, and the Marketing Specialist to identify the necessary infrastructure required to sustain the optimal product and service mix for an ICT Park in Oshodi, Lagos State.

The ICT Engineer should hold a graduate degree in Engineering, and should have extensive experience in the ICT sector, and will have top-flight knowledge of and demonstrated experience working with a broad range of platforms and technologies relevant to ICT and ICT-enabled industry such as:

- wireless, fiber-optic, and fixed-line Internet Protocol transmission, routing, and exchange infrastructure;
- data center construction and operation;
- network operation center construction and operation;
- business data communications solutions;
- network security solutions;
- email and Internet services.

The ICT Engineer shall demonstrate strong knowledge of the economic drivers of a broad range of businesses in the ICT industry, preferably in emerging economies.

EVALUATION FACTORS

(1) Contractor's Expertise and Relevant Experience (25 Points)

Contractor's demonstrated professional experience in the ICT sector with specific reference to providing engineering, business, and project finance technical assistance to successful telecommunications infrastructure projects; demonstrated experience in developing successful project financing packages for large-scale infrastructure projects, preferably in the telecommunications sector; multi-disciplinary telecommunications and ICT sector experience bridging engineering, alternative energy provision, business implementation, and project finance.

(2) Contractor's Work Plan and Approach (20 Points)

Contractor's proposed work plan and approach to the planning, organization, and implementation of technical assistance to DBI and in particular how the Contractor would apply its competencies to evaluating and recommending power optimization and renewable energy power generation technologies, vendors and strategies. Demonstration and understanding of, and responsiveness to, program objectives and soundness of approach; Overall innovative nature of proposed activities and approach to measure, monitor, and evaluate performance and impact; Soundness of approach and methodology.

(3) Availability of Qualified Personnel (25 Points)

Demonstrated qualifications and abilities of each of Contractor's proposed key personnel in terms of the requirements of this Contract and specific roles and responsibilities. Effective management, use and deployment of technical resources; the Contractor should provide (a) detailed resumes for the Telecommunications Engineer, Renewable Energy Specialist, the Business Implementation Specialist, the ICT Development Policy Specialist, and the Project Finance Specialist; (b) examples of relevant work in telecommunications infrastructure projects, including a succinct statement indicating how these activities are directly relevant to construction of commercially successful ICT infrastructure and ICT parks, particularly in emerging economies; and (c) not less than two letters of professional references from individuals who have direct and specific knowledge of the Contractor's relevant experience and the information required in the following Questionnaire:

Relevant Experience Questionnaire

Instructions: For each contract provided, respondents will complete the following worksheet.

Company Name: _____

Agency/Customer Name: _____

Point of Contact: _____

Referenced Contract/Project Name: _____

Reference Contract/Project No.: _____

Contract Type:	
Contract Start Date:	
Original Completion Date:	
Estimated/Actual Completion Date:	
Explanation of Delay, if applicable:	

Brief Contract Description (size and scope): (Use additional pages as required)	
Contact Information:	Name/Title: Phone Number: Email:
Contract Value:	

(4) Past Performance (20 Points)

The quality of the Contractor's past performance will be used to assess the credibility of the Contractor's proposal for performance of the work specified in this solicitation. In evaluating a Contractor's past performance, it will be relevant whether the Contractor has consistently provided customers and clients with quality services on time and has demonstrated success in achieving results in the areas described in the program description.

(5) Knowledge of Nigeria and sub-Saharan Africa (10 Points)

Contractor's experience in, and knowledge, of Nigeria and sub-Saharan Africa and its specific relevance to the work that will be required under this Contract.

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

Price will not be a factor in contractor selection.

ANNEX 1

The President/ CEO
Digital Bridge Institute
No. 8 P. O. W Mafemi Crescent
Off Solomon Lar Way, Utako District
P.M.B. 5168, Wuse
Abuja Nigeria.

Phone: +234-9-2907023

2010-11019A The Digital Bridge Science and Technology Park, Oshodi

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. The Digital Bridge Science and Technology Park, Oshodi. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study on the development of a renewable energy powered information and communication technology (ICT) park at the Oshodi Campus of the Digital Bridge Institute (DBI) in Lagos, Nigeria.

DBI, the Grantee, operates training campuses in Abuja, Kano, and Oshodi in Lagos, and is striving to convert part of the Oshodi campus to a Science and Technology Park ("Project"). The Project aims to attract investment to the Nigerian market by local and international ICT companies by providing reliable clean power, bandwidth, facilities, and business and regulatory incentives. The Oshodi campus is ideal for such a development owing to its existing connections to an undersea fiber optic cable, and existing rights of way and facilities.

This Feasibility Study will assist DBI in determining the ideal ownership and management structure for the Project, specifying infrastructure and equipment needs, including renewable energy, and creating a capital investment and implementation plan. The FS will require the contractor to assess the Project's anticipated energy needs, and make recommendations concerning the implementation of renewable energy solutions, building on DBI's strong commitment to technological innovation and renewable energy solutions.

The U.S. firm selected will be paid in U.S. dollars from a \$404,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to:
<https://www.usda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for

preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

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

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00pm, September 24, 2010 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

Digital Bridge Institute ICT Park

Project Summary

The Digital Bridge Institute (DBI) is a publicly-funded information and communications technology (ICT) management and policy training institute headquartered in Abuja, Nigeria. The Institute was created by the Nigerian Communications Commission to provide ICT workforce development as well as build executive-level skills. Removing blockages to the growth and development of Nigeria's ICT sector is central to the DBI strategy and mission. DBI pursues this goal through integrating closely with ICT industry. This approach enables DBI to gain exposure to leading edge technology and business practices while striving to provide services and infrastructure enabling the growth and evolution of the ICT sector as a whole. In recent years the Digital Bridge Institute acquired a training facility campus in Oshodi, Lagos from the public incumbent telecommunications firm Nitel. DBI is evaluating converting this campus into a Science and Technology Park for ICT firms. DBI requests US Trade and Development Agency technical assistance specifically to define the optimum business model for the park in its financial, commercial, infrastructural, and policy and regulatory aspects in light of international good practice.

ICT parks seek to create an amenable environment for global and local ICT firms to locate their operations. Successful parks create strong industry synergies and economies of conglomeration through bringing such firms and their people into an enabling infrastructural, economic, and policy and regulatory environment. DBI as a project sponsor and the Oshodi campus in particular show a number of critical factors for a successful ICT park:

- exposure to a vibrant Lagos ICT industry with many global ICT firms already present;
- a high-profile anchor tenant (Eriksson) reportedly ready to move into the space;
- ready fiber optic connectivity to submarine cable Sat-3 (as a former Nitel site);
- ready 'shell' buildings for critical infrastructure such as a data center, telecom exchange, or tenant locations;
- a recognized mechanism (the DBI strategic plan) for privatizing the park in whole or part to spur investment in it;
- ready right-of-way (by virtue of being a former Nitel facility) for fiber optic access to new submarine fiber optic cables or remote facilities of tenant ICT firms;
- as a public institution funded by the Nigerian Communications Commission, DBI is assured of securing any needed regulatory clearances permitted by law;
- the stewardship of a well-funded tertiary educational institution, thus ensuring carrier-neutral access to telecommunications exchange and data center infrastructure, and better chances of top-flight maintenance.

With USTDA assistance, a top-flight team of consultants could help DBI develop a comprehensive Project Plan and Finance Plan to turn these favorable characteristics to the strongest advantage for creating a commercially successful ICT Park at the Oshodi campus.

Project Sponsor's Capabilities and Commitment

The Digital Bridge Institute was created by the Nigerian Communications Commission for the express purpose of being a steward of the development of the national ICT sector of Nigeria. Funded by the Nigerian Communications Commission, their annual operational budget varies somewhere between \$3 -5 Million. The DBI has approached their mission through working directly with telecommunications and ICT firms of reference to create training laboratories, core workforce skills courses, and executive development programs. DBI has proven to be a reliable and progressive partner for development agencies and international organizations including the U.S. Agency for International Development (USAID), the Department for International Development (DfID), the International Development Resource Council (IDRC) and the World Bank.

The DBI strategic plan underlines the commitment of the institution to become more integrated with the ICT industry through whole or partial privatization. The ICT park project for the Oshodi campus is seen as one potential vehicle for exploring the modalities and commercial attractiveness of privatization at DBI.

Implementation Financing

The Digital Bridge Institute annual operational budget varies somewhere between \$3-5 million, making DBI capable of advancing some or the entire ICT Park project on its own resources. The World Bank has been closely following the DBI plans to create an ICT park and has provided some initial technical assistance and orientation, and continues to examine options for further support. Most important of all to note is that the right commercial vehicle and capital structure can facilitate private investment, and significantly reduce the funding or financing required to make the project a reality. If approached in the right way, the ICT park should be able to be implemented within the DBI annual budget or potentially with a one-time grant from a development agency to address core infrastructure needs such as power generation or connectivity.

U.S. Export Potential

An ICT Park seeks to create an amenable environment for ICT firms to become tenants, usually through tax incentives and ensuring access to key infrastructure. Typically a 'shell' structure is acquired and equipped with solutions for reliable power supply, access to fiber-optic connectivity, and climate control. This infrastructure would enable ICT firms to place data servers and storage in racks to create a data center. ICT consulting services will also be essential for implementing the Technology Park.

Power Supply: diesel generators are common at technology parks, in most cases deployed as redundant generation capacity if the national grid fails. In Nigeria, however, a number of firms report having to run their own generators up to 50% of the time due to poor quality or availability of the national grid. Solar solutions for the ICT Park may start to become attractive when the comparative capital outlay and operational expense are examined for solar versus diesel power. U.S. vendors are drivers of innovation in renewable energies and offer a number of 'best of breed' solar solutions for power generation. The U.S. leads in provision of high price-performance technology components of photovoltaic solar systems including solar panels, batteries, inverters and charge controllers. The ICT Park may have enough land to permit implementation of solar heat concentration technologies as well,¹ which tends to be cheaper for large-scale projects and for which there are also leading U.S. firms. Solar generation of enough capacity to run the entire Technology Park could potentially be achieved by U.S. vendors at a project cost of around \$ 5.5-6 Million.

Access to fiber-optic connectivity: The ICT Park could host a telecommunications exchange that connects to high speed international connectivity at the best market rate for international bandwidth available in the country. The fiber would terminate into telecommunications switching equipment that could be provided by leading U.S. firms such as Cisco or Juniper. In addition, the Technology Park campus would need fiber networks and optical equipment (Cisco, Juniper, Infinera) as well as switches and routers in company premises (Cisco, Juniper, Infinera), adding up to a potential procurement value of \$1,000,000.

Climate control: Climate control can account for a very large portion of power consumption of a data center environment that a technology park would typically build. The high cost of power generation for the ICT Park should create an opportunity for alternative energy approaches to cooling including services in energy-efficient ICT building design, as well as renewable energy air conditioners. U.S. firms such as African Energy and Atlantis Solar can provide these

¹ This approach deploys mirrors over a large area that either reflect sunlight to a central collection tower or onto an array of tubes to heat a fluid (often water) and power a turbine.

products and services. Potential procurement value of climate control goods and services: \$500,000.

Data Servers and Storage: The size of the data center is determined by the needs of the tenants in the center. Nigeria has a growing ICT-enabled services sector that requires significant amounts of data hosting and backup to be done outside of the country, usually in Europe. A high-performing local solution could credibly quickly mobilize local investment in storage and data servers to be installed in the ICT Park data center of \$500,000 or more. U.S. firms Sun Microsystems and IBM are market leaders in provision of these technologies and support services.

ICT Consulting Services: A number of U.S. firms provide recognized world-class consulting services for implementation of large-scale ICT infrastructure, including Cisco, Sun Microsystems, and IBM, sometimes bundled with equipment prices and sometimes purely as services. Contracts of several hundred thousand dollars are not uncommon. Potential procurement value: \$500,000.

A Telecommunications Exchange Facility

The ICT Park would be the natural location for a telecommunications peering and data exchange facility. The facility would be engineered specifically to keep national and sub-regional data traffic within the region, rather than transiting through the U.S. or Europe before returning to a destination in a neighboring country. In addition, the facility should serve as an Internet Protocol-based switching and peering facility linking telecommunications operators, Internet service companies that also provide voice, and ICT-enabled services companies from around the country, the sub-region, and the world. The key equipment for such an exchange is a carrier-grade Internet Protocol switch that is dimensioned to the size and future growth of the data and voice traffic of the country and increasingly the sub-region. Equipment costs could run to \$350,000-\$400,000; consulting, training services and ongoing maintenance for a period of 2-3 years could run another \$300,000. Potential U.S. providers include Cisco, Juniper, and Infinera.

U.S. firms provide a number of best-of-breed ICT technologies and would be very competitive choices for ICT Park procurement. While the majority of ICT technologies are not manufactured in the U.S. arguably the U.S. origin is still a very high percentage since the 'high value' inputs into these technologies (research and development, intellectual property) are made in and from the U.S. One Cisco representative estimated that U.S. content of their products could be 65% or higher.

U.S. firms are also leaders in renewable energy technologies, and a significant portion of manufacturing still takes place inside the U.S. U.S. origin of these technologies could be 85% or higher in some cases.²

Digital Bridge Institute ICT Park Potential Export of U.S. Goods and Services				
Illustrative Project: ICT Park				
Product or Services	Potential Procurement (\$)	Estimated U.S. Origin (%)	Total Est. US Export Potential (\$)	Potential U.S. Providers
Solar Panels, inverters, charge controllers, batteries; or, array of solar concentration reflectors and tower/turbine	\$4.5-\$5 Million	85%	4250000	Atlantis Solar, Kyocera Solar, Solar World, Deka Solar, Morningstar
Optical transmission equipment, switches and routers	\$1,500,000	65%	975,000	Cisco, Juniper, Infinera
Solar Air Conditioners, climate control consulting services	\$400,000	85%	340000	Atlantis Solar, African Energy
Data Servers and Storage, ICT Consulting	\$2,500,000	70%	\$1,750,000	Sun Microsystems, IBM
	\$9,400,000		\$7,315,000.00	
Illustrative Project: Telecommunications Exchange Facility				
Product or Services	Potential Procurement (\$)	Estimated U.S. Origin (%)	Total Est. US Export Potential (\$)	Potential U.S. Providers
Carrier-Grade Internet Protocol Telecommunications Switch	\$350,000	65%	\$227,500	Cisco, Juniper, Infinera
Consulting/Maintenance/Training services	\$300,000	100%	\$300,000	Cisco, Juniper, Infinera
	\$650,000		\$527,500	
	ESTIMATED TOTAL PROCUREMENT		TOTAL U.S. EXPORT POTENTIAL	
	\$10,050,000		\$7,842,500.00	

The Digital Bridge Institute holds open public bid tenders for major procurements.

Foreign Competition and Market Entry Issues

Presence of Chinese telecommunications vendors has been particularly notable in Nigeria since 2004. Many firms appear to offer variations on a similar deal: extremely low-interest financing if Government or private firms will buy products and services from Chinese telecommunications vendors. In one example Huawei secured a commitment directly from the Nigerian President to procure some \$200 Million in microwave backbone equipment for expanding rural services, and national regulatory authorities rushed to ensure that management of the procurement followed a formal, public process. Another commitment made at the executive level was the procurement of the NigComSat communications satellite (reportedly approximately \$250 Million). Huawei has recently made aggressive moves on the Data Center space elsewhere in Africa, having recently inked a \$50 Million agreement with the Government of Senegal to build their Government Intranet data center.³

² Percentage was estimated through discussions with sales engineers of Cisco, Morningstar Corporation, African Energy (provider of renewable energy solutions and services), and Atlantis Solar.

³ www.adie.sn

This project will be able to overcome these obstacles. The primary reason for this is that the project sponsor already has a strong interest in and experience with U.S. products and can be expected to structure bid tenders in such a way as to ensure that competitive U.S. proposals are given equal consideration.

Development Impact:

Infrastructure for Innovation and Economic Growth through ICT: A science and technology park—implemented with the right business model—could have transformative impact on the entirety of the ICT sector of Nigeria. The right approach would enshrine carrier neutrality and open access for what would be a critical national point of interface with the global information infrastructure. The right business model and commercial structure coupled with the inherent advantages of the site could mobilize tens of millions of dollars in foreign direct investment. The right model would resolve key infrastructure issues (low-cost, stable electricity, access to affordable international bandwidth) and create other incentives (low rent, special export zone treatment) to entice global and local ICT firms to set up and expand operations in Lagos.

Key indicators to track the development impact of the ICT Park could include:

- dollars of foreign direct investment enabled;
- dollars of revenue generated through new data center services including: data storage, disaster recovery, application hosting, web hosting, and web-enabled database services, among others;
- dollars in sale of bandwidth;
- percent decrease in wholesale price per MB as a result of open access facility connecting at the most efficient market rate.

Each of these indicators could credibly demonstrate several million dollars' worth of growth in the Nigerian ICT sector as a direct result of this project.

Impact on the Environment

A successful ICT Park implementation would likely result in investments in a data center and other ICT infrastructure, which can be very power-hungry. The national power grid, however, does not provide the quality or reliability of electricity that a data center would require. Generators become very expensive to run continuously, and do not provide the cost advantages that the ICT Park would seek to create to entice tenants. As a result, the DBI ICT Park will

probably have to look seriously at renewable energy sources as a way to both reduce operating expenses for tenants and to provide constant, perfect sine wave electrical current.

The result may well be a success story in terms of environmental impact. Such a high-profile project could have a strong demonstration effect for the sector and for the country as a whole. The ICT sector could model the potential of renewable energies on a national scale, and help to loosen the hold that importers of diesel and diesel generators reportedly have on the national economy, particularly during periods of high price volatility in oil and gas.

Impact on U.S. Labor

ICT is a sector where U.S. firms play a leading global role. The 'high value' inputs into these products such as research & development, or Intellectual Property are made in the U.S. As a result, ICT firms may estimate about 60%-70% U.S. content and origin of their products even when manufacturing takes place in Asia.⁴

This project may have a significant renewable energy component as well. Many renewable energy firms still manufacture in whole or in part in the U.S. It would be possible to pursue the renewable energy aspect of this project featuring globally competitive technologies with total U.S. content surpassing 90%.

A very high percentage of the potential several millions of dollars worth of exports generated would go towards creating or funding jobs in the U.S. The proposed technical assistance to Digital Bridge Institute is in accordance with U.S. appropriations legislation for Foreign Operations, Export Financing and Related Programs. In particular the proposed technical assistance will not:

- create any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside of the United States;
- violate any internationally recognized workers rights; or
- expand production of any commodity for export by any country other than the United States.

⁴ With thanks to Ben Leo, Cisco Systems

Qualifications of Key Personnel

The DBI ICT Park feasibility study will require a team with strong competencies in ICT marketing and analysis, ICT business implementation, ICT policy and regulation, ICT engineering, finance, and renewable energies. The Contractor shall identify in their Technical Proposal professional personnel who meet or exceed the following minimum criteria:

ICT Marketing Advisor

The ICT Marketing Advisor will take the lead in conducting local market research, reviewing global good practice, and evaluating commercial strategies to recommend the optimum product and service mix for a successful ICT Park.

The ICT Marketing Advisor should hold a graduate degree in a relevant discipline (e.g. business, economics) and should have a minimum of 10 years' multi-disciplinary experience in the ICT or telecommunications sector, with at least five years' experience conducting in-depth ICT marketing analysis and translating this into commercial strategies, preferably in developing countries. The analysis will be done in support of and in the context of the DBI Strategic Plan.

ICT Business Implementation Specialist

The ICT Business Implementation Specialist will take the lead in working with DBI to integrate marketing analysis and global good practice, and will turn these into action plans for creating an amenable environment for successful ICT commercial initiatives at the ICT Park. The analysis will be done in support of and in the context of the DBI Strategic Plan.

The ICT Business Implementation Specialist should hold a graduate degree in a relevant discipline (e.g. business, economics, telecommunications engineering) and should have a minimum of 10 years' multi-disciplinary experience in the telecommunications sector, with at least five years' experience developing (as reflected in successful business or corporate venture plans) and implementing (as demonstrated in completed projects) large scale telecommunications business initiatives that contain a strong Internet Protocol-based communications or business data communications component. Some relevant experiences would be: planning and implementing large-scale commercial data centers or technology parks, hosted or software-as-a-service application solutions, establishing carrier-grade IP telecommunications peering facilities. The ICT Business Implementation Specialist shall demonstrate strong knowledge of the economic drivers of an array of Internet Protocol-based communications or business data communications businesses, particularly in sub-Saharan Africa.

The ICT Business Implementation Specialist shall demonstrate the multidisciplinary knowledge required to integrate business strategy, economic logic, project planning and execution, and

financial considerations into a compelling strategy for development of the ICT Park that may form part of any required project financing or funding package.

ICT Development Policy Specialist

The ICT Development Policy Specialist will take the lead on identifying the role the Federal Government of Nigeria and the Government of Lagos State can and should play in creating an amenable environment for an ICT Park, and will outline specific policy or regulatory interventions in accordance with national law to support its successful commercial implementation. Key areas to review include how Government can:

encourage innovation and investment through financial and non-financial measures, including protection of intellectual property;

promote investments through appropriate financial and tax incentives (e.g. granting an ICT Park 'Special Trade Zone' or similar status), together with efficient and user-friendly processes for facilitating investments; and

facilitate capacity building and workforce scalability by encouraging appropriate employment policies⁵

The ICT Development Policy Specialist will have a graduate degree in a relevant discipline (e.g. law, development economics, public policy) and at least five years' experience successfully crafting telecommunications policy and regulations for stimulating growth of ICT sectors, particularly in low per capita income countries.

ICT Finance Specialist

The ICT Finance Specialist will take the lead on identifying the most appropriate strategies for mobilizing capital investment and enticing ICT firms of reference to become tenants or shareholders, including examining options and making recommendations on the shareholder structure and governance of the ICT Park. If DBI and the consulting team conclude that project financing or development funding grants should be pursued to develop the ICT Park infrastructure, the Finance Specialist will also take the lead on crafting and completing the project finance package.

⁵ *International Good Practice for Establishment of Sustainable IT Parks*, InfoDev, June 2008, www.infodev.org/en/Publication.557.html

The Finance Specialist will have a graduate degree in a relevant discipline (Business, Finance) and have a minimum of 10 years' experience in financial planning including guiding complex financial transactions among multiple stakeholders, and at least 5 years' experience developing project finance plans, preferably in the telecommunications sector. The ICT Finance Specialist should have knowledge of the funding and financing requirements of the International Finance Corporation (and by implication the Africa Finance Corporation), the World Bank, international donor organizations.

Renewable Energy Specialist

The Renewable Energy Specialist will take the lead technical role in assisting DBI as they evaluate the role renewable energy solutions could play in creating an amenable environment for ICT firms. The Renewable Energy Specialist will specifically work with the ICT Engineer and ICT Business Implementation Specialist to dimension and specify potential renewable energy solutions capable of sustaining the optimal product and service mix for the ICT Park.

The Renewable Energy Specialist should hold a Bachelor's degree or graduate degree in Engineering, and should have a minimum of 10 years' experience in dimensioning and implementing renewable energy solutions. The Renewable Energy Specialist shall have at least five years' experience developing and executing renewable energy projects, including budgets cost estimates, and implementation plans, preferably for ICT infrastructure. The Renewable Energy Specialist will have extensive knowledge of commercial applications of renewable energy solutions, particularly solar (photovoltaic panels, solar concentrator technologies, others) and wind (micro-wind turbine technology), preferably in emerging economies. The Renewable Energy Specialist will demonstrate knowledge and understanding of the key factors contributing to successful implementation of alternative energy solutions for ICT projects. \

ICT Engineer

The ICT Engineer will take the lead technical role in evaluating existing infrastructure at the Oshodi campus of DBI as well as outlining key infrastructure investments the DBI should make to create an amenable environment for ICT firms. The ICT Engineer will work closely with the Business Implementation Specialist, the Renewable Energy Specialist, and the Marketing Specialist to identify the necessary infrastructure required to sustain the optimal product and service mix for an ICT Park in Oshodi, Lagos State.

The ICT Engineer should hold a graduate degree in Engineering, and should have a minimum of 10 years' experience in the ICT sector, and will have top-flight knowledge of and demonstrated experience working with a broad range of platforms and technologies relevant to ICT and ICT-enabled industry such as:

- wireless, fiber-optic, and fixed-line Internet Protocol transmission, routing, and exchange infrastructure;

- data center construction and operation;
- network operation center construction and operation;
- business data communications solutions;
- network security solutions;
- email and Internet services
- IP television and Radio.

The ICT Engineer shall demonstrate strong knowledge of the economic drivers of a broad range of businesses in the ICT industry, preferably in emerging economies.

Justification

A technical assistance grant from USTDA has a strong likelihood of resulting in a commercially successful and sector-critical infrastructure enabling new growth and innovation in the national ICT sector of Nigeria. This high profile project would create opportunities for U.S. firms to demonstrate technology leadership, while creating an amenable environment for market entry or sustainability for their Nigerian operations. In addition, the project creates opportunities for U.S. renewable energy generation technologies. A successful pilot and financing package should give USTDA and the Project Sponsor a tangible model for the role U.S. firms and institutions may play in the 'greening' of the Nigerian telecommunications sector and the social and economic benefit that results from it. These interventions are squarely within USTDA's competencies and mandate, making them an ideal partner for the Project Sponsor to build trade relationships with the U.S. and through U.S. institutions.

ANNEX 3



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

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

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

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

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

NATIONALITY:

1) Rule

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

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

2) Application

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

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

3) Definitions

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

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

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

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

SOURCE AND ORIGIN:

1) Rule

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

2) Application

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

3) Definitions

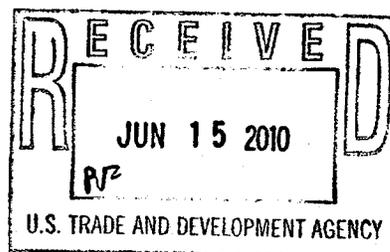
“Source” means the country from which shipment is made.

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

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

ANNEX 4

GRANT AGREEMENT



This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the Digital Bridge Institute (The International Centre for Communications Studies) Limited by Guarantee ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US \$404,000 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Oshodi Science and Technology Park project ("Project") in Nigeria ("Host Country").

PDF: NG
PM
LB
JS
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1. USTDA Funding

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

CC: LZ
PD
JW

2. Terms of Reference

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

3. Standards of Conduct

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

4. Grantee Responsibilities

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

5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

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

(C) USTDA Approval of Contract Between Grantee and Contractor

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

(D) USTDA Not a Party to the Contract

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

Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

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

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

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

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is June 30, 2012, is the date by which the parties estimate that the Study will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

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

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

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

(B) Marine

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

11. Nationality, Source and Origin

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

12. Taxes

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

13. Cooperation Between Parties and Follow-Up

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

14. Implementation Letters

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

15. Recordkeeping and Audit

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

16. Representation of Parties

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

17. Addresses of Record for Parties

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

To: The President/ CEO
Digital Bridge Institute
No. 8 P. O. W Mafemi Crescent
Off Solomon Lar Way, Utako District

P.M.B. 5168, Wuse,
Abuja Nigeria.

Phone: +234-9-290723 or +234-9 -2904967

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

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

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

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

Appropriation No.: 1110/111001
Activity No.: 2010-11019A
Reservation No.: 2010110022
Grant No.: GH2010110006

18. Termination Clause

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

19. Non-waiver of Rights and Remedies

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

20. U.S. Technology and Equipment

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

IN WITNESS WHEREOF, the Government of the United States of America and the Digital Bridge Institute (The International Centre for Communications Studies) Limited by Guarantee, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the
United States of America

By:
Date: 6/3/10

Witnessed:

By:

For the Digital Bridge Institute (The
International Centre for Communications
Studies) Limited by Guarantee

By:
Date: June 3, 2010

Witnessed:

By:

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex I

Terms of Reference

The Grantee is a publicly funded information and communications technology (ICT) management and policy training institute headquartered in Abuja, Nigeria. The Grantee was created by the Nigerian Communications Commission to provide ICT workforce development as well as build executive-level skills.

The Grantee recently acquired a training facility campus in Oshodi, Lagos from Nigerian Telecommunications Limited (NITEL). The Grantee is now evaluating converting this campus into a Science and Technology Park for ICT firms. The purpose of this Study is to assist the Grantee in identifying the ICT and energy infrastructure requirements for the implementation of the Project. The Study is also intended to assist the Grantee in determining the ideal ownership and management structure for the Project and creating a financing and implementation plan.

Task 1: Review of ICT Park Development Models

The Contractor shall review the business and development models of successful ICT parks, especially those located in emerging economies. The Contractor's analysis shall give emphasis to the financial, commercial, infrastructural, and policy and regulatory aspects of these parks which have contributed to their success. The Contractor shall recommend best practices for the development of the Project.

Task 1 Deliverable: The Contractor shall prepare a report of all work performed under Task 1, which shall include its recommendations concerning international best practices for the development and implementation of the Project. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Market Analysis

The Contractor shall perform a preliminary market analysis to determine the potential size of demand for an ICT park and demand for particular ICT park services. The Contractor shall describe the current trends and growth potential in the Nigerian ICT market, and describe the specific market segments which would be most interested in the Project. The Contractor's assessment shall include, at least, the following market segments:

- wireless data providers;
- telecommunications operators;
- fiber optic cable operators;
- internet service providers;
- web-hosting services providers;
- telecommunications equipment fabricators or distributors;
- ICT equipment suppliers;

- software developers, distributors, and software-as-a-service firms;
- data center operators; and
- network security solutions providers.

The Contractor shall also perform an analysis on potentially competitive or complementary relationships which may arise between the Project and several other ICT projects in Nigeria including:

- The Kano State ICT Park;
- Galaxy Backbone Data Centers Project; and
- Potential World Bank supported Science and Technology Park in Abuja.

The Contractor shall recommend the specific services and incentives which the Project should offer to attract tenants from the priority market segments identified above.

Task 2 Deliverable: The Contractor shall prepare a report of all work performed under Task 2, which shall include identification and descriptions of the specific market segments which would be most interested in the Project and recommendations on the specific services which the Project should offer to attract tenants from these market segments. The Task 2 Deliverable shall be included in the Final Report.

Task 3: ICT Infrastructure Analysis

Based on the Contractor's analysis in Task 2 above, the Contractor shall analyze the Project's current ICT infrastructure and assess its suitability for the Project. Where shortfalls are identified, the Contractor shall recommend specific pieces of equipment and technology to meet the Project's ICT needs. The Contractor's assessment shall include, at least:

- fiber-optic connectivity within the Project site, to submarine cable landing stations, and to the rest of Lagos State and Nigeria;
- right-of-way for laying new fiber-optic cable within, to, or from the Project site;
- ethernet connectivity within the Project site;
- wireless connectivity within the Project site;
- structures and facilities;
- climate control solutions; and
- any other necessary ICT infrastructure necessary.

For each recommended piece of equipment, the Contractor shall provide contact information for qualified U.S. sources of supply.

Task 3 Deliverable: The Contractor shall prepare a report of all work performed under Task 3, which shall include an assessment of the Project's current ICT infrastructure and recommendations on new ICT equipment and technology required to meet the Project's needs. The Task 3 Deliverable shall be included in the Final Report.

Task 4: Energy Infrastructure Analysis

The Contractor shall analyze the Project's current electrical power infrastructure, and shall determine the Project's projected energy requirements. The Contractor's analysis shall reflect the Grantee's need for 24-hour, uninterrupted power, and strong preference for the use of renewable energy solutions where practicable. The Contractor shall:

- Calculate the Project's projected peak and average power requirements for each month of the year;
- Make recommendations on reducing the Grantee's electricity needs through energy efficiency building and operation;
- Conduct a detailed assessment of the full range of energy sources currently available to the Grantee;
- Conduct a detailed assessment of the Grantee's potential for solar power generation for each month of the year; and
- Determine the power storage capacity required for each month of the year to maximize the use of solar generated power.

The Contractor shall provide technical specifications for an energy solution for the Project. The Contractor shall prepare a schematic diagram of the recommended energy solution. The Contractor's recommendations shall consider at least the following:

- safe housing of equipment;
- security of equipment; and
- climate control for ideal operation of equipment.

The Contractor shall develop a list of required equipment for the recommended energy solution. For each piece of recommended equipment, the Contractor shall provide contact information for qualified U.S. sources of supply. The Contractor's analysis shall include a preliminary estimate of the cost of deployment and maintenance of the recommended energy solution.

Task 4 Deliverable: The Contractor shall prepare a report of all work performed under Task 4, which shall include technical specifications for an energy solution to support the Project. The Task 4 Deliverable shall be included in the Final Report.

Task 5: Policy and Regulatory Analysis

Based on the Contractor's analysis in Task 1 above, the Contractor shall recommend specific policies and regulatory incentives which the Grantee, the Nigerian Communications Commission, and the Government of Lagos State can implement to support the development of the Project. The Contractor's analysis shall consider, at least:

- financial and tax incentives for tenants;
- non-financial incentives, such as the protection of intellectual property;
- designation as 'Special Trade Zone' or similar status; and

- clear and user-friendly framework for facilitating investment.

Additionally, the Contractor shall make recommendations concerning the necessary permits and licenses which must be obtained by the Grantee to support the implementation of the Project, potentially including construction, radio frequency usage, right-of-way, and power generation.

Task 5 Deliverable: The Contractor shall prepare a report of all work performed under Task 5, which shall include recommendations on policies and regulatory incentives which can be used to support the Project and recommendations on permits and licenses required for Project implementation. The Task 5 Deliverable shall be included in the Final Report.

Task 6: Ownership and Management Structure

The Contractor shall recommend an ownership, governance, and management structure for the Project. The Contractor's recommendations shall take into consideration:

- the role and commitment of key prospective 'anchor tenants';
- the potential involvement of a recognized ICT Park development firm that can attract high-value tenants;
- the Grantee's privatization strategy and timeline; and
- the interest and commitment of potential equity investors.

Task 6 Deliverable: The Contractor shall prepare a report of all work performed under Task 6, which shall include recommendations on an ownership, governance, and management structure for the Project. The Task 6 Deliverable shall be included in the Final Report.

Task 7: Implementation and Financing Plan

The Contractor shall develop an Implementation Plan for the Project. The Implementation Plan shall include a detailed timeline and key decision points for the Project. The Implementation Plan shall include, at least:

- establishment of a governance and regulatory structure;
- raising equity and investment;
- securing necessary licenses and permits;
- critical infrastructure investments; and
- identification of tenants.

Additionally, the Contractor shall develop a Financing Plan for the Project. The Financing Plan shall contain a detailed implementation budget, as well as projections of potential future revenues for the Project. The Financing Plan shall be presented in a format consistent with the requirements of potential funding institutions including the World Bank, International Finance Corporation, and commercial lenders.

Task 7 Deliverable: The Contractor shall prepare a report of all work performed under Task 7, which shall include an Implementaion Plan and Financing Plan for the Project. The Task 7 Deliverable shall be included in the Final Report.

Task 8: Preliminary Environmental Impact Assessment

The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank and African Development Bank. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts.

Task 8 Deliverable: The Contractor shall prepare a Preliminary Environmental Impact Assessment for Project. The Task 8 Deliverable shall be included in the Final Report.

Task 9: Developmental Impact Assessment

The Contractor shall assess the development benefits associated with the Project. The assessment shall include examples of the development benefits that would be expected in Nigeria if the Project is implemented. The Assessment shall give emphasis to:

- 1) *Infrastructure:* improvements in the physical, financial, and social infrastructure of Nigeria.
- 2) *Technology Transfer and Productivity Improvements:* introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.
- 3) *Human Capacity Building:* new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.
- 4) *Market-Oriented Reforms:* transparency and private sector participation.
- 5) *Other/Spin-Off Effects:* any other developmental benefits derived from the Project including, for example, decreased use of diesel fuel, more reliable telecommunications, etc.

Task 9 Deliverable: The Contractor shall provide a detailed assessment of the anticipated developmental impacts of the Project. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Final Report

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final

Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

Notes:

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

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Digital Bridge Institute (The International Centre for Communications Studies) Limited by Guarantee ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Oshodi Science and Technology Park project ("Project") in Nigeria ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

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

(2) USTDA Not a Party to the Contract

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

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

C. Nationality, Source and Origin

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

D. Recordkeeping and Audit

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

E. U.S. Carriers

(1) Air

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

(2) Marine

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

F. Workman's Compensation Insurance

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

G. Reporting Requirements

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

H. Disbursement Procedures

(1) USTDA Approval of Contract

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

(2) Payment Schedule Requirements

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

(3) Contractor Invoice Requirements

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

(a) Contractor's Invoice

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

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

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

(ii) For contract performance milestone payments:

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

(iii) For final payment:

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

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

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

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

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

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

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

(c) USTDA Address for Disbursement Requests

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

(4) Termination

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

I. USTDA Final Report

(1) Definition

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

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

- (a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the

English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

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

and

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

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

(3) Final Report Presentation

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

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

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

responsibility for, the accuracy or completeness of the information contained in this report."

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

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

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

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

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

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

J. Modifications

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

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is June 30, 2012, is the date by which the parties estimate that the Study will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

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

L. Business Practices

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

M. USTDA Address and Fiscal Data

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

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

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

Fiscal Data:

Appropriation No.: 1110/111001
Activity No.: 2010-11019A
Reservation No.: 2010110022
Grant No.: GH2010110006

N. Definitions

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

O. Taxes

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

ANNEX 5

Terms of Reference

The Grantee is a publicly funded information and communications technology (ICT) management and policy training institute headquartered in Abuja, Nigeria. The Grantee was created by the Nigerian Communications Commission to provide ICT workforce development as well as build executive-level skills.

The Grantee recently acquired a training facility campus in Oshodi, Lagos from Nigerian Telecommunications Limited (NITEL). The Grantee is now evaluating converting this campus into a Science and Technology Park for ICT firms. The purpose of this Study is to assist the Grantee in identifying the ICT and energy infrastructure requirements for the implementation of the Project. The Study is also intended to assist the Grantee in determining the ideal ownership and management structure for the Project and creating a financing and implementation plan.

Task 1: Review of ICT Park Development Models

The Contractor shall review the business and development models of successful ICT parks, especially those located in emerging economies. The Contractor's analysis shall give emphasis to the financial, commercial, infrastructural, and policy and regulatory aspects of these parks which have contributed to their success. The Contractor shall recommend best practices for the development of the Project.

Task 1 Deliverable: The Contractor shall prepare a report of all work performed under Task 1, which shall include its recommendations concerning international best practices for the development and implementation of the Project. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Market Analysis

The Contractor shall perform a preliminary market analysis to determine the potential size of demand for an ICT park and demand for particular ICT park services. The Contractor shall describe the current trends and growth potential in the Nigerian ICT market, and describe the specific market segments which would be most interested in the Project. The Contractor's assessment shall include, at least, the following market segments:

- wireless data providers;
- telecommunications operators;
- fiber optic cable operators;
- internet service providers;
- web-hosting services providers;
- telecommunications equipment fabricators or distributors;
- ICT equipment suppliers;
- software developers, distributors, and software-as-a-service firms;
- data center operators; and
- network security solutions providers.

The Contractor shall also perform an analysis on potentially competitive or complementary relationships which may arise between the Project and several other ICT projects in Nigeria including:

- The Kano State ICT Park;
- Galaxy Backbone Data Centers Project; and
- Potential World Bank supported Science and Technology Park in Abuja.

The Contractor shall recommend the specific services and incentives which the Project should offer to attract tenants from the priority market segments identified above.

Task 2 Deliverable: The Contractor shall prepare a report of all work performed under Task 2, which shall include identification and descriptions of the specific market segments which would be most interested in the Project and recommendations on the specific services which the Project should offer to attract tenants from these market segments. The Task 2 Deliverable shall be included in the Final Report.

Task 3: ICT Infrastructure Analysis

Based on the Contractor's analysis in Task 2 above, the Contractor shall analyze the Project's current ICT infrastructure and assess its suitability for the Project. Where shortfalls are identified, the Contractor shall recommend specific pieces of equipment and technology to meet the Project's ICT needs. The Contractor's assessment shall include, at least:

- fiber-optic connectivity within the Project site, to submarine cable landing stations, and to the rest of Lagos State and Nigeria;
- right-of-way for laying new fiber-optic cable within, to, or from the Project site;
- ethernet connectivity within the Project site;
- wireless connectivity within the Project site;
- structures and facilities;
- climate control solutions; and
- any other necessary ICT infrastructure necessary.

For each recommended piece of equipment, the Contractor shall provide contact information for qualified U.S. sources of supply.

Task 3 Deliverable: The Contractor shall prepare a report of all work performed under Task 3, which shall include an assessment of the Project's current ICT infrastructure and recommendations on new ICT equipment and technology required to meet the Project's needs. The Task 3 Deliverable shall be included in the Final Report.

Task 4: Energy Infrastructure Analysis

The Contractor shall analyze the Project's current electrical power infrastructure, and shall determine the Project's projected energy requirements. The Contractor's analysis shall reflect

the Grantee's need for 24-hour, uninterrupted power, and strong preference for the use of renewable energy solutions where practicable. The Contractor shall:

- Calculate the Project's projected peak and average power requirements for each month of the year;
- Make recommendations on reducing the Grantee's electricity needs through energy efficiency building and operation;
- Conduct a detailed assessment of the full range of energy sources currently available to the Grantee;
- Conduct a detailed assessment of the Grantee's potential for solar power generation for each month of the year; and
- Determine the power storage capacity required for each month of the year to maximize the use of solar generated power.

The Contractor shall provide technical specifications for an energy solution for the Project. The Contractor shall prepare a schematic diagram of the recommended energy solution. The Contractor's recommendations shall consider at least the following:

- safe housing of equipment;
- security of equipment; and
- climate control for ideal operation of equipment.

The Contractor shall develop a list of required equipment for the recommended energy solution. For each piece of recommended equipment, the Contractor shall provide contact information for qualified U.S. sources of supply. The Contractor's analysis shall include a preliminary estimate of the cost of deployment and maintenance of the recommended energy solution.

Task 4 Deliverable: The Contractor shall prepare a report of all work performed under Task 4, which shall include technical specifications for an energy solution to support the Project. The Task 4 Deliverable shall be included in the Final Report.

Task 5: Policy and Regulatory Analysis

Based on the Contractor's analysis in Task 1 above, the Contractor shall recommend specific policies and regulatory incentives which the Grantee, the Nigerian Communications Commission, and the Government of Lagos State can implement to support the development of the Project. The Contractor's analysis shall consider, at least:

- financial and tax incentives for tenants;
- non-financial incentives, such as the protection of intellectual property;
- designation as 'Special Trade Zone' or similar status; and
- clear and user-friendly framework for facilitating investment.

Additionally, the Contractor shall make recommendations concerning the necessary permits and licenses which must be obtained by the Grantee to support the implementation of the Project, potentially including construction, radio frequency usage, right-of-way, and power generation.

Task 5 Deliverable: The Contractor shall prepare a report of all work performed under Task 5, which shall include recommendations on policies and regulatory incentives which can be used to support the Project and recommendations on permits and licenses required for Project implementation. The Task 5 Deliverable shall be included in the Final Report.

Task 6: Ownership and Management Structure

The Contractor shall recommend an ownership, governance, and management structure for the Project. The Contractor's recommendations shall take into consideration:

- the role and commitment of key prospective 'anchor tenants';
- the potential involvement of a recognized ICT Park development firm that can attract high-value tenants;
- the Grantee's privatization strategy and timeline; and
- the interest and commitment of potential equity investors.

Task 6 Deliverable: The Contractor shall prepare a report of all work performed under Task 6, which shall include recommendations on an ownership, governance, and management structure for the Project. The Task 6 Deliverable shall be included in the Final Report.

Task 7: Implementation and Financing Plan

The Contractor shall develop an Implementation Plan for the Project. The Implementation Plan shall include a detailed timeline and key decision points for the Project. The Implementation Plan shall include, at least:

- establishment of a governance and regulatory structure;
- raising equity and investment;
- securing necessary licenses and permits;
- critical infrastructure investments; and
- identification of tenants.

Additionally, the Contractor shall develop a Financing Plan for the Project. The Financing Plan shall contain a detailed implementation budget, as well as projections of potential future revenues for the Project. The Financing Plan shall be presented in a format consistent with the requirements of potential funding institutions including the World Bank, International Finance Corporation, and commercial lenders.

Task 7 Deliverable: The Contractor shall prepare a report of all work performed under Task 7, which shall include an Implementation Plan and Financing Plan for the Project. The Task 7 Deliverable shall be included in the Final Report.

Task 8: Preliminary Environmental Impact Assessment

The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank and African Development Bank. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts.

Task 8 Deliverable: The Contractor shall prepare a Preliminary Environmental Impact Assessment for Project. The Task 8 Deliverable shall be included in the Final Report.

Task 9: Developmental Impact Assessment

The Contractor shall assess the development benefits associated with the Project. The assessment shall include examples of the development benefits that would be expected in Nigeria if the Project is implemented. The Assessment shall give emphasis to:

- 1) *Infrastructure:* improvements in the physical, financial, and social infrastructure of Nigeria.
- 2) *Technology Transfer and Productivity Improvements:* introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.
- 3) *Human Capacity Building:* new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.
- 4) *Market-Oriented Reforms:* transparency and private sector participation.
- 5) *Other/Spin-Off Effects:* any other developmental benefits derived from the Project including, for example, decreased use of diesel fuel, more reliable telecommunications, etc.

Task 9 Deliverable: The Contractor shall provide a detailed assessment of the anticipated developmental impacts of the Project. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Final Report

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

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

ANNEX 6

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

B. Offeror's Authorized Negotiator

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

C. Negotiation Prerequisites

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

D. Offeror's Representations

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

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____ . The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

Terms of Reference

The Grantee is a publicly funded information and communications technology (ICT) management and policy training institute headquartered in Abuja, Nigeria. The Grantee was created by the Nigerian Communications Commission to provide ICT workforce development as well as build executive-level skills.

The Grantee recently acquired a training facility campus in Oshodi, Lagos from Nigerian Telecommunications Limited (NITEL). The Grantee is now evaluating converting this campus into a Science and Technology Park for ICT firms. The purpose of this Study is to assist the Grantee in identifying the ICT and energy infrastructure requirements for the implementation of the Project. The Study is also intended to assist the Grantee in determining the ideal ownership and management structure for the Project and creating a financing and implementation plan.

Task 1: Review of ICT Park Development Models

The Contractor shall review the business and development models of successful ICT parks, especially those located in emerging economies. The Contractor's analysis shall give emphasis to the financial, commercial, infrastructural, and policy and regulatory aspects of these parks which have contributed to their success. The Contractor shall recommend best practices for the development of the Project.

Task 1 Deliverable: The Contractor shall prepare a report of all work performed under Task 1, which shall include its recommendations concerning international best practices for the development and implementation of the Project. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Market Analysis

The Contractor shall perform a preliminary market analysis to determine the potential size of demand for an ICT park and demand for particular ICT park services. The Contractor shall describe the current trends and growth potential in the Nigerian ICT market, and describe the specific market segments which would be most interested in the Project. The Contractor's assessment shall include, at least, the following market segments:

- wireless data providers;
- telecommunications operators;
- fiber optic cable operators;
- internet service providers;
- web-hosting services providers;
- telecommunications equipment fabricators or distributors;
- ICT equipment suppliers;
- software developers, distributors, and software-as-a-service firms;
- data center operators; and
- network security solutions providers.

The Contractor shall also perform an analysis on potentially competitive or complementary relationships which may arise between the Project and several other ICT projects in Nigeria including:

- The Kano State ICT Park;
- Galaxy Backbone Data Centers Project; and
- Potential World Bank supported Science and Technology Park in Abuja.

The Contractor shall recommend the specific services and incentives which the Project should offer to attract tenants from the priority market segments identified above.

Task 2 Deliverable: The Contractor shall prepare a report of all work performed under Task 2, which shall include identification and descriptions of the specific market segments which would be most interested in the Project and recommendations on the specific services which the Project should offer to attract tenants from these market segments. The Task 2 Deliverable shall be included in the Final Report.

Task 3: ICT Infrastructure Analysis

Based on the Contractor's analysis in Task 2 above, the Contractor shall analyze the Project's current ICT infrastructure and assess its suitability for the Project. Where shortfalls are identified, the Contractor shall recommend specific pieces of equipment and technology to meet the Project's ICT needs. The Contractor's assessment shall include, at least:

- fiber-optic connectivity within the Project site, to submarine cable landing stations, and to the rest of Lagos State and Nigeria;
- right-of-way for laying new fiber-optic cable within, to, or from the Project site;
- ethernet connectivity within the Project site;
- wireless connectivity within the Project site;
- structures and facilities;
- climate control solutions; and
- any other necessary ICT infrastructure necessary.

For each recommended piece of equipment, the Contractor shall provide contact information for qualified U.S. sources of supply.

Task 3 Deliverable: The Contractor shall prepare a report of all work performed under Task 3, which shall include an assessment of the Project's current ICT infrastructure and recommendations on new ICT equipment and technology required to meet the Project's needs. The Task 3 Deliverable shall be included in the Final Report.

Task 4: Energy Infrastructure Analysis

The Contractor shall analyze the Project's current electrical power infrastructure, and shall determine the Project's projected energy requirements. The Contractor's analysis shall reflect

the Grantee's need for 24-hour, uninterrupted power, and strong preference for the use of renewable energy solutions where practicable. The Contractor shall:

- Calculate the Project's projected peak and average power requirements for each month of the year;
- Make recommendations on reducing the Grantee's electricity needs through energy efficiency building and operation;
- Conduct a detailed assessment of the full range of energy sources currently available to the Grantee;
- Conduct a detailed assessment of the Grantee's potential for solar power generation for each month of the year; and
- Determine the power storage capacity required for each month of the year to maximize the use of solar generated power.

The Contractor shall provide technical specifications for an energy solution for the Project. The Contractor shall prepare a schematic diagram of the recommended energy solution. The Contractor's recommendations shall consider at least the following:

- safe housing of equipment;
- security of equipment; and
- climate control for ideal operation of equipment.

The Contractor shall develop a list of required equipment for the recommended energy solution. For each piece of recommended equipment, the Contractor shall provide contact information for qualified U.S. sources of supply. The Contractor's analysis shall include a preliminary estimate of the cost of deployment and maintenance of the recommended energy solution.

Task 4 Deliverable: The Contractor shall prepare a report of all work performed under Task 4, which shall include technical specifications for an energy solution to support the Project. The Task 4 Deliverable shall be included in the Final Report.

Task 5: Policy and Regulatory Analysis

Based on the Contractor's analysis in Task 1 above, the Contractor shall recommend specific policies and regulatory incentives which the Grantee, the Nigerian Communications Commission, and the Government of Lagos State can implement to support the development of the Project. The Contractor's analysis shall consider, at least:

- financial and tax incentives for tenants;
- non-financial incentives, such as the protection of intellectual property;
- designation as 'Special Trade Zone' or similar status; and
- clear and user-friendly framework for facilitating investment.

Additionally, the Contractor shall make recommendations concerning the necessary permits and licenses which must be obtained by the Grantee to support the implementation of the Project, potentially including construction, radio frequency usage, right-of-way, and power generation.

Task 5 Deliverable: The Contractor shall prepare a report of all work performed under Task 5, which shall include recommendations on policies and regulatory incentives which can be used to support the Project and recommendations on permits and licenses required for Project implementation. The Task 5 Deliverable shall be included in the Final Report.

Task 6: Ownership and Management Structure

The Contractor shall recommend an ownership, governance, and management structure for the Project. The Contractor's recommendations shall take into consideration:

- the role and commitment of key prospective 'anchor tenants';
- the potential involvement of a recognized ICT Park development firm that can attract high-value tenants;
- the Grantee's privatization strategy and timeline; and
- the interest and commitment of potential equity investors.

Task 6 Deliverable: The Contractor shall prepare a report of all work performed under Task 6, which shall include recommendations on an ownership, governance, and management structure for the Project. The Task 6 Deliverable shall be included in the Final Report.

Task 7: Implementation and Financing Plan

The Contractor shall develop an Implementation Plan for the Project. The Implementation Plan shall include a detailed timeline and key decision points for the Project. The Implementation Plan shall include, at least:

- establishment of a governance and regulatory structure;
- raising equity and investment;
- securing necessary licenses and permits;
- critical infrastructure investments; and
- identification of tenants.

Additionally, the Contractor shall develop a Financing Plan for the Project. The Financing Plan shall contain a detailed implementation budget, as well as projections of potential future revenues for the Project. The Financing Plan shall be presented in a format consistent with the requirements of potential funding institutions including the World Bank, International Finance Corporation, and commercial lenders.

Task 7 Deliverable: The Contractor shall prepare a report of all work performed under Task 7, which shall include an Implementation Plan and Financing Plan for the Project. The Task 7 Deliverable shall be included in the Final Report.

Task 8: Preliminary Environmental Impact Assessment

The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank and African Development Bank. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts.

Task 8 Deliverable: The Contractor shall prepare a Preliminary Environmental Impact Assessment for Project. The Task 8 Deliverable shall be included in the Final Report.

Task 9: Developmental Impact Assessment

The Contractor shall assess the development benefits associated with the Project. The assessment shall include examples of the development benefits that would be expected in Nigeria if the Project is implemented. The Assessment shall give emphasis to:

- 1) *Infrastructure:* improvements in the physical, financial, and social infrastructure of Nigeria.
- 2) *Technology Transfer and Productivity Improvements:* introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.
- 3) *Human Capacity Building:* new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.
- 4) *Market-Oriented Reforms:* transparency and private sector participation.
- 5) *Other/Spin-Off Effects:* any other developmental benefits derived from the Project including, for example, decreased use of diesel fuel, more reliable telecommunications, etc.

Task 9 Deliverable: The Contractor shall provide a detailed assessment of the anticipated developmental impacts of the Project. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Final Report

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

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.