

**REQUEST FOR PROPOSALS**

**TECHNICAL ASSISTANCE FOR THE**

**ICT INFRASTRUCTURE FOR RAWABI NEW CITY PROJECT**

**Submission Deadline: 4:00 PM**

**LOCAL TIME**

**April 19, 2010**

**Submission Place:**

Massar Associates  
7 Al-Kawther street  
Al-Bireh – Palestine  
Tel: 00970 2 2409595  
Email: ADajani@rawabi.ps  
Attn: Amir Dajani, Deputy Managing Director

**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.**

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## **Section 1: INTRODUCTION**

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$412,901 to Bayti Real Estate Investment Company (the "Grantee") in accordance with a grant agreement dated March 15, 2010 (the "Grant Agreement"). USTDA has provided a grant to the Grantee for Technical Assistance in support of the ICT Infrastructure for Rawabi New City Project. 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 carry out the Technical Assistance.

### **1.1 BACKGROUND SUMMARY**

The vision of the Rawabi development is to create an affordable and environmentally sustainable residential community in the West Bank that will simultaneously act as a hub for a knowledge-based economy. The Rawabi community is being developed on a 250-acre site in the West Bank, six miles north of Ramallah. The community is envisaged to eventually grow to accommodate 40,000 residents, plus a commercial center, schools, a clinic and a hotel. The projected initial occupancy date is 2011.

Rawabi is expected to constitute the largest job-creation initiative in the history of the Palestinian Territories, both in terms of short- to medium-term employment during the construction phase, and in terms of permanent job opportunities resulting from the community's commercial and business activities. To support this job creation and growth, Rawabi will provide residents with cost-effective essential Information and Communications Technology (ICT) services that will simultaneously create a leading-edge enabling environment in order to prompt start-up technology and ICT companies to establish themselves in the West Bank. Given that Rawabi is intended to act as a magnet for high-technology businesses, many of these opportunities are expected to be of particular benefit to the West Bank's well-educated but underemployed young workforce.

The purpose of the present Technical Assistance (TA) is to support the Rawabi community by developing a systematic approach to the planning and design of its ICT infrastructure, and to provide what may be termed a "roadmap" or Master Plan for the development and deployment of this infrastructure. The TA includes a number of tasks related to technical, financial and business planning, as well as procurement support. The TA also includes suitable allowance for a number of situational issues and constraints characteristic of the West Bank environment.

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

## **1.2 OBJECTIVE**

The Terms of Reference (TOR) for this Technical Assistance is 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.

COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted; upon detailed evaluation of technical proposals, one firm will be selected for contract negotiations. The amount for the negotiated contract has been established by a USTDA grant of US\$412,901.

## **1.4 CONTRACT FUNDED BY USTDA**

The negotiated contract will be funded by USTDA in accordance with the terms and conditions of its grant to the Grantee. The contract must include certain USTDA mandatory clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA mandatory clauses are attached at Annexes 3 and 4, respectively, for reference.

## **Section 2: INSTRUCTIONS TO PROPOSERS**

### **2.1 PROJECT TITLE**

The project is called ICT Infrastructure for Rawabi New City Project.

### **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. individual, or U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

### **2.3 DEFINITIONAL MISSION REPORT**

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the Report is attached at Annex 2 for background information only.

### **2.4 EXAMINATION OF DOCUMENTS**

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

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

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

## **2.5 PROJECT FUNDING SOURCE**

The Technical Assistance will be funded under a grant from USTDA. The total amount of the USTDA grant is not to exceed US\$412,901.

## **2.6 RESPONSIBILITY FOR COSTS**

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

## **2.7 TAXES**

Offerors should submit proposals which note that in Annex 4, USTDA Mandatory Contract Provisions, USTDA funds are not to be used to pay taxes or duties under the laws of the West Bank.

## **2.8 CONFIDENTIALITY**

The Grantee will use its best efforts to preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror.

## **2.9 ECONOMY OF PROPOSALS**

Proposal documents should be prepared simply and economically, providing a comprehensive and concise description of the Offeror's capabilities to satisfy the requirements of the RFP. There is no necessity for expensive bindings, colored displays, or other promotional material unless such material is absolutely pertinent to the proposal. Emphasis should be placed on completeness and clarity of content.

## **2.10 SUBSTANTIVE PROPOSALS**

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on the 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 himself 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 West Bank for up to 20 percent of the amount of the USTDA grant. USTDA nationality requirements 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:

Massar Associates  
7 Al-Kawther street  
Al-Bireh – Palestine  
Tel: 00970 2 2409595  
Email: ADajani@rawabi.ps  
Attn: Amir Dajani, Deputy Managing Director

**An Original and six (6) copies of your proposal must be received at the above address no later than 4:00 PM Local Time, on April 19, 2010.**

Proposals may either be sent by overnight courier or hand-delivered. Whether the proposal is sent by 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.

Additionally, sending an electronic copy of proposals by email to the above email address is strongly encouraged. Note that submission of proposals via email is **NOT** considered an official submission. All proposals **MUST** be submitted by overnight courier or hand-delivered, per the instructions above.

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

## 2.14 PACKAGING

Each 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 six (6) copies should be collectively wrapped and sealed, and clearly marked for content.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly 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**

Firms agree by their response to the RFP announcement to abide by the procedures set forth therein. Material modifications in the TOR or responsibilities of the parties will not be accepted.

Any exceptions in the proposal shall be clearly identified, and shall include the scope of such exception, and its impact, on the procurement. The Grantee shall make final determination as to the responsiveness of such exceptions and their acceptability.

## **2.18 OFFEROR QUALIFICATIONS**

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

## **2.19 RIGHT TO REJECT PROPOSALS**

The Grantee reserves the right to reject any and all proposals and to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part if it is deemed in the best interest of the Grantee.

## **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 consultants and subcontractors. USTDA nationality provisions are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all mandatory USTDA clauses, to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

## **2.21 AWARD**

An award resulting from this RFP shall be made to the best qualified Offeror, taking into consideration the evaluation factors set forth herein; however, the right is reserved 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) furnish all supplies, supervision, transportation, and other execution accessories, services, and facilities to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor; and (c) in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete all specified work to the satisfaction of the Grantee.

## **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. Upon approval of each invoice, the Grantee will forward the invoice to USTDA which will process payment to the Contractor. All payments by USTDA under the Grant Agreement will be made in U.S. currency.

### **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. No cost proposal is required as the value of the USTDA grant is established at US\$412,901.

Offerors shall submit one (1) original and six (6) copies of the proposal. Proposals received by fax cannot be accepted.

The following sections and content are required for each proposal:

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

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

#### **3.1 SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY**

An Executive Summary should be prepared describing the major facts or features of the proposal, including any conclusions, assumptions, and generalized 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 SECTION 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), similar information 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 Technical Assistance.
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 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 impact of any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical Assistance as proposed and 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 Technical Assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of \_\_\_\_\_.
2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

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

### **3.3 SECTION 3: ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL**

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

Provide a listing of personnel (including subcontractors and consultants) to be engaged in the project, either U.S. or local 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 organizational relationship between the firms must be described.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the 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 SECTION 4: TECHNICAL APPROACH AND WORK PLAN**

Describe in detail the proposed technical approach and work plan. Discuss the project requirements as perceived by the Offeror. Include a brief narrative of 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 Technical Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones. The schedule of performance will include a project timeline detailing expected timeframes for each of the tasks in the Technical Work Plan.

Based on the Technical Work Plan, and previous project experience, explain when and where Offeror will require support from the Grantee. Detail the amount of staff time required by the Grantee or participating agencies and any work space or facilities needed to complete the Technical Assistance.

### **3.5 SECTION 5: EXPERIENCE AND QUALIFICATIONS**

Provide a discussion of the Offeror's experience, qualifications, and certifications which are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. Relevant experience and qualifications of key staff proposed shall be provided including letters of commitment from the individuals proposed concerning their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided, 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,
- Total Heating and Cooling Loads
- Detailed description of Geothermal System
- 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 Technical Assistance as described in this RFP.

#### **Section 4: AWARD CRITERIA**

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors, and the Grantee shall promptly negotiate a contract with 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 shall then be undertaken with the second most qualified Offeror and so forth.

The following scoring system may be used as the basis for the ranking of qualified Offerors:

Expertise and skills of proposed personnel	40
Proposed approach to the TA and to the individual tasks	35
Pertinent international experience and cross-cultural skills	25
Utilization of local expertise	5
Timeframe of delivery of the completed scope	10
<b>Total:</b>	<b>115</b>

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

Price will not be a factor in contractor selection.

AMIR DAJANI, MASSAR ASSOCIATES, 7 AL-KAWTHER STREET, AL-BIREH, PALESTINE, TEL: 00970 2 2409595, EMAIL: ADAJANI@RAWABI.PS

ICT INFRASTRUCTURE FOR RAWABI NEW CITY TECHNICAL ASSISTANCE

POC Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. ICT Infrastructure for Rawabi New City Technical Assistance. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms which are qualified on the basis of experience and capability to develop technical assistance for ICT Infrastructure for Rawabi New City project.

The vision of the Rawabi development is to create an affordable and environmentally sustainable residential community in the West Bank that will simultaneously act as a hub for a knowledge-based economy. The Rawabi community is being developed on a 250-acre site in the West Bank, six miles north of Ramallah. The community is envisaged to eventually grow to accommodate 40,000 residents, plus a commercial center, schools, a clinic and a hotel. The projected initial occupancy date is 2011.

Rawabi is expected to constitute the largest job-creation initiative in the history of the Palestinian Territories, both in terms of short- to medium-term employment during the construction phase, and in terms of permanent job opportunities resulting from the community's commercial and business activities. To support this job creation and growth, Rawabi will provide residents with cost-effective essential Information and Communications Technology (ICT) services that will simultaneously create a leading-edge enabling environment in order to prompt start-up technology and ICT companies to establish themselves in the West Bank. Given that Rawabi is intended to act as a magnet for high-technology businesses, many of these opportunities are expected to be of particular benefit to the West Bank's well-educated but underemployed young workforce.

The purpose of the present Technical Assistance (TA) is to support the Rawabi community by developing a systematic approach to the planning and design of its ICT infrastructure, and to provide what may be termed a "roadmap" or Master Plan for the development and deployment of this infrastructure. The TA includes a number of tasks related to technical, financial and business planning, as well as procurement support. The TA also includes suitable allowance for a number of situational issues and constraints characteristic of the West Bank environment.

The U.S. firm selected will be paid in U.S. dollars from a US\$412,901 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

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

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

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

Interested U.S. firms should submit their Proposal in English directly to the Grantee by **4:00 PM Local Time, April 19, 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.

## DEFINITIONAL MISSION REPORT

### PROPOSED TECHNICAL ASSISTANCE on behalf of BAYTI REAL ESTATE INVESTMENT COMPANY FOR PLANNING THE ICT INFRASTRUCTURE OF RAWABI NEW CITY (WEST BANK)

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## **A. Executive Summary**

Bayti Real Estate Development Company (Bayti) has submitted a request to USDA for technical assistance in conjunction with a large-scale project, formally known as the Rawabi New City Project (henceforth the Rawabi Project). The vision of the Rawabi Project is to create an affordable and environmentally sustainable residential community in the West Bank of Palestine, which will simultaneously act as a hub for a knowledge-based economy. The project is being developed on a 250-acre site in the West Bank, six miles north of Ramallah. The community is envisaged to eventually grow to accommodate 40,000 residents, plus a commercial center, schools, a clinic and a hotel. Ground-breaking is set for late 2009 or early 2010, with a projected initial occupancy date in 2011.

Commercially, Rawabi is being developed by Bayti Real Estate Investment Company, a joint venture between Palestinian Massar International and Diar Real Estate Investment Company of Qatar. A broad array of local and international companies, including North Carolina-based RTI International, have been involved in various aspects of the planning. Diar is providing 100% of the construction funding, estimated at between US\$500 and US\$600 million.

The governing authority in the West Bank, the Palestinian Authority (PA), has approved the Master Plan for the Rawabi Project. In addition, the project has gained a broad range of international support.

In addition to its major role of providing affordable housing – currently in very short supply in Palestine – the Rawabi Project is expected to constitute the largest job-creation initiative in the history of the West Bank. Moreover, Rawabi is envisaged to act as a magnet for high-technology and ICT-related entrepreneurial activity and investment opportunities.

Although the planning process for Rawabi has involved an in-depth examination of a wide range of infrastructure, construction-related and environmental issues, one critical area has yet to be suitably addressed, namely the planning and design of an advanced ICT infrastructure that can cost-effectively deliver a wide range of services and applications to Rawabi's residents and businesses. In view of the fact that commercial activities in Rawabi will be strongly oriented toward high technology and ICT, it is particularly critical that this infrastructure provide the necessary connectivity and functionality to the community's businesses. It is also important that the infrastructure be capable of supporting the needs of residents for essential services such as telephony, high-speed Internet access and television/media/entertainment content, as well as of meeting requirements for community-wide security services, monitoring and environment-friendly applications. Furthermore, the infrastructure must be flexible and adaptable enough to accommodate Rawabi's phased expansion, as well as the eventual incorporation of new services and applications.

Based on the findings of in-country portion of the Definitional Mission (9--18 November 2009), the DM Contractor concluded that a suitably targeted USTDA-funded Technical Assistance (TA) can provide important support to the Rawabi Project by developing a systematic approach to ICT infrastructure planning, design and implementation, in the form of what may be termed a Rawabi ICT infrastructure "roadmap" or Master Plan. Aside from requiring suitable technical, financial and business planning analyses, as well as ICT procurement support, such a plan would need to be carefully crafted to take appropriate account of a number of situational issues and constraints characteristic of the West Bank environment.

The proposed Technical Assistance can be justified both in terms of its specific positive developmental impacts and in terms of its constructive role in the overall economy of the West Bank. It is also well aligned with general U.S. policy goals for the region.

The DM Contractor recommends that USTDA fund the Technical Assistance in question, under the conditions set forth in the accompanying Terms of Reference, at a total budget level of \$412,901.

## **B. Project Description**

### **1. Background to the Definitional Mission**

Bayti Real Estate Development Company (Bayti) has submitted a request to USTDA for technical assistance in conjunction with a large-scale project, formally known as the Rawabi New City Project (henceforth the Rawabi Project). The vision of the Rawabi Project is to create an affordable and environmentally sustainable residential community in the West Bank of Palestine, which will simultaneously act as a hub for a knowledge-based economy.

The Rawabi Project represents the first endeavor in Palestine to create an entirely new, systematically planned community. The project is being developed on a 250-acre site in the West Bank, six miles north of Ramallah.<sup>1</sup> The community is envisaged to eventually grow to accommodate 40,000 residents, plus a commercial center, schools, a clinic and a hotel. Ground-breaking is set for late 2009 or early 2010, with a projected initial occupancy date in 2011.

Commercially, Rawabi is being developed by Bayti Real Estate Investment Company, a joint venture between Palestinian Massar International and Diar Real Estate Investment Company of Qatar. A broad array of local and international companies, including North Carolina-based RTI International, have been involved in various aspects of the planning. Diar is providing 100% of the construction funding, estimated at between US\$500 and US\$600 million, while Bayti is seeking contributions from international players to fund off-site infrastructure such as roads, wastewater systems and community facilities.

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<sup>1</sup> *Rawabi* means "hills" in Arabic; the term is an apt description of the terrain in the area.

The governing authority in the West Bank, the Palestinian Authority (PA), has approved the Master Plan for the Rawabi Project. In addition, the project has gained a broad range of international support, as noted elsewhere in this report.

In addition to its major role of providing affordable housing – currently in very short supply in Palestine – the Rawabi Project is expected to constitute the largest job-creation initiative in the history of Palestine. Equally importantly for the longer term, Rawabi is envisaged as a magnet for high-technology and ICT-related entrepreneurial activity and investment opportunities. As discussed elsewhere in this report (see Section I), the ICT services sector in Palestine is currently undergoing strong development. Rawabi aims to foster and accelerate this development by providing a suitably equipped “enabling environment” with state-of-the-art infrastructure, that will prompt start-up high-technology and ICT companies to establish themselves in Rawabi and also encourage established ones to relocate there.

A wide range of infrastructure, environmental and construction-related issues have been examined comprehensively and in depth in the course of the planning process for Rawabi. However, one critical area has yet to be suitably addressed, namely the planning and design of an ICT infrastructure that can provide the enabling environment referred to above, with the ability to deliver a wide range of currently available and foreseeable future services and applications to Rawabi’s residents and businesses. In view of the fact that commercial activities in Rawabi will be strongly oriented toward high technology and ICT, it is particularly critical that this infrastructure provide the necessary connectivity and functionality to the community’s businesses. It is also important that the infrastructure be capable of supporting the needs of residents for services such as telephony, high-speed Internet access and television/media/entertainment content, as well as of meeting requirements for community-wide security services, monitoring and, potentially, a variety of so-called “smart-city” or “smart-building” applications related to optimum use of resources and minimization of environmental impacts. Furthermore, the infrastructure must be flexible, adaptable and “future-proof” enough to accommodate Rawabi’s phased expansion as well as the eventual incorporation of new services and applications.

In the course of the in-country portion of the DM (9–18 November 2009), the DM Contractor conducted a series of meetings with Bayti representatives, including the Director and Deputy Director, the Head of the Technical Team, and various members of the technical staff, including telecommunications and other engineering personnel. The DM Contractor reviewed extensive project documentation, and also visited the construction site. At the request of Bayti, the DM Contractor also met with representatives of major telecom operators and service providers, such as PalTel (Palestine) and Bezeq (Israel), to learn more about their capabilities and perceived role as potential suppliers of services to Rawabi. Additionally, the DM Contractor organized “brainstorming sessions” with Bayti technical staff to discuss and evaluate various approaches and alternatives to the conceptualization and planning of the Rawabi ICT infrastructure and of its various sub-systems and components.

As a result of these activities, the DM Contractor judged that 1) there appears to be broad consensus, both within and outside Bayti, on the general scope of residential and commercial services and applications to be provided, and 2) some preliminary attempts have been made to sketch out a high-level ICT architecture for Rawabi. At the same time, a systematic approach to ICT infrastructure planning, design and implementation – what might be called the Rawabi ICT infrastructure “roadmap” or master plan – has yet to be developed. The DM Contractor believes that this gap can be appropriately filled by a USTDA-funded Technical Assistance (TA). A key element of the TA involves a Needs Assessment and Requirements Definition of the necessary ICT infrastructure, with particular reference to the specific situational requirements of the West Bank environment. Additionally, the TA would include: development of a high-level design and architecture for the overall ICT infrastructure; a suitable economic and financial analysis of the project; and assistance to Bayti with the framing of a suitable business model or models for ICT provisioning. Finally, the TA would develop detailed functional specifications and would support Bayti in structuring the necessary procurement process.

## **2. Rawabi Project Phasing and Timing**

Although milestones for completion of the Rawabi Project, and particularly the later stages, have yet to be firmly established, the project is generally expected to involve the following phases:

- **“Rawabi 1, First Phase”** (initial occupancy): A configuration housing 5,000 residents in 3 neighborhoods (known as *hai* in Arabic), plus an initial version of the commercial center, geared to providing essential services (e.g., a supermarket). The initial phase is expected to be completed around 18 months after the start of construction.
- **“Rawabi 1, Final Phase”**: A configuration comprising some 250 residential buildings with approximately 20 units per building, amounting to approximately 5,000 dwelling-units housing some 20,000 people. Additionally, the commercial area at the city’s center will comprise some offices, shopping and retail areas, cultural and entertainment facilities, banking services and the like. At this stage the Rawabi project will cover an area of approximately 200 acres, of which the commercial center will comprise some 16 acres. Timetable for completion of this phase is 5 years maximum.
- **“Rawabi Full Implementation”** (up to the limits imposed by the physical dimensions of the site): Eventual extension to accommodate 40,000 residents on a total area of around 1,600 acres. A definite timetable has not been set.

## **3. Implications for ICT Planning and Implementation**

The Rawabi New City Project can be said to lend new meaning to the term “greenfield site”; as of this writing, there is literally no ICT infrastructure of any kind (apart from basic cellular service). From an ICT planning perspective, this situation presents both a challenge and an opportunity.

The challenge is to elaborate a complex master plan or roadmap for coordinated development of a comprehensive ICT infrastructure for Rawabi, that can deliver a wide range of current and future ICT-enabled services in a manner that is cost-effective – in particular, that does not place undue cost burdens on the occupants – while at the same time being scaleable and “future-proof” to the fullest extent possible.

The opportunity that presents itself is that, since existing or legacy infrastructure is entirely absent, it should be possible in principle to design an ICT infrastructure that takes fullest account of current industry trends toward integration and convergence and, therefore, can presumably leverage the flexibility, ease of management, economies of scale and other advantages of a common ICT platform. Moreover, given the current state of technological progress, it may be possible to achieve these objectives with solutions that are widely accepted and in general use today, and that also yield better performance at lower cost than would have been the case, say, ten years ago.

Additional information on some of the technical issues related to planning and implementation of the ICT infrastructure may be found in the introduction to Section J (“Qualifications”).

#### **4. Obstacles and Risks**

It should also be noted that the Rawabi Project faces a variety of significant challenges, many of which are related to the unique circumstances which currently prevail in the West Bank. A major issue, already referred to above, concerns the installation of infrastructure and completion of related civil works required to ensure access and to supply basic essential services, including the following:

- Electricity
- Water and wastewater
- Access roads

Provisioning of both electricity and water involve some degree of cooperation with Israeli authorities, while the construction of adequate access roads is particularly problematic in that it requires reclassification of a corridor of land from the present “Area C” (i.e., under full Israeli control) to “Area B” (Palestinian civilian / Israeli military control). Negotiations on this point are currently ongoing with the GOI.

In relation to ICT, it is anticipated that there will be challenges in ensuring that the Rawabi site has connectivity to the outside world that is adequate and robust enough to ensure that whatever ICT services and applications are deployed can be suitably supported. Issues related to this area include the following:

- Israeli control of spectrum allocation/assignment for the West Bank, a recent example of which concerned the failure of the second West Bank GSM operator, Wataniya, to secure the full 4.8 MHz of spectrum it initially requested (it has since

commenced operation with somewhat less than this amount). Similarly, attempts to deploy WiMAX-based services in the West Bank have so far not met with success because of difficulties in obtaining necessary spectrum. Any wireless ICT infrastructure to be deployed in Rawabi must be considered in this light.

- Restrictions imposed by the Israeli authorities on imports of equipment and material into the West Bank. It was reported to the DM Consultant that these import restrictions are generally of two types:
  1. Restrictions imposed for the purpose of discouraging the importation of foreign equipment or products for which an Israeli-manufactured equivalent exists (in principle, restrictions of this type apply equally to Israel and to the West Bank)
  2. Restrictions on the importation into the West Bank of “dual-use” or “potential dual-use” technology (a hypothetical example might be provided by certain kinds of encryption devices)
- The need for West Bank operators to route international communications through a licensed Israeli operator, thus increasing their costs
- Difficulties in obtaining permits from the Israeli authorities to build infrastructure (e.g., microwave cell towers) in parts of the country

Since the restrictions on spectrum and imports have a potential for directly impacting the planning of the ICT infrastructure for Rawabi, it is essential to ensure that they are properly taken into account. The remaining issues may or may not have a direct impact on such planning, but still need to be borne in mind.

## **C. Developmental Impact**

### **Primary Developmental Benefits**

As the first Palestinian planned city, Rawabi is expected to provide a major economic stimulus for the West Bank. Perhaps the most immediate impact will be in the area of job creation. According to Bayti's estimates, the construction phase of Rawabi will give short- to medium-term employment to some 8,000 to 10,000 persons. Additionally, based on estimates of the extent of commercial activities in Rawabi, as well as of the personnel required for the community's ongoing operations, it is anticipated that some 3,000 to 5,000 permanent job opportunities will be created. Since Rawabi will act as a magnet for high-tech businesses, many of these opportunities are expected to be of particular benefit to the West Bank's well-educated but underemployed young workforce.

Another important effect of Rawabi will be to provide affordable housing, a goal to which Bayti is firmly committed. Numerous studies<sup>2</sup> have shown that the current lack of such housing in the West Bank is a serious barrier to further development. The situation is further exacerbated by the frequent lack of clear title to land. Given the West Bank's rapid population growth, the housing shortage is expected to become even more acute in

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<sup>2</sup> See, in particular, Hon. Ed Balls and Jon Cunliffe, *Economic Aspects of Peace in the Middle East*, HM Government Office of Public Sector Information, September 2007

the short to medium term. In 2007 some 70% of Palestinians reported that they would need new housing within the next ten years.

Overall, it is apparent that successful completion of a suitably targeted TA on behalf of Bayti for planning the ICT infrastructure of Rawabi would have a significant beneficial developmental impact for the economy of the West Bank and for the quality of life of the citizenry. Particular developmental benefits can be enumerated as follows:

- **Infrastructure:** Creation of new infrastructure is a fundamental aspect of the Rawabi project. Since Rawabi is a “greenfield” project, moreover, the ICT infrastructure can be designed in such a way as to take maximum account of newer, higher-performance and more cost-effective solutions. Furthermore, the ICT infrastructure will be capable of delivering state-of-the-art connectivity, services and applications to Rawabi’s businesses and residents. An indirect benefit of the ICT infrastructure will be that it will facilitate the overall management of the entire community; for example, by helping to ensure that the buildings and facilities are equipped with adequate security and operate at maximum efficiency, thus helping to mitigate the community’s environmental “footprint.” Finally, a “success story” at Rawabi could provide a model for other similar initiatives elsewhere in the West Bank.
- **Human Capacity Building:** As already noted, of the 3,000 to 5,000 permanent job opportunities that the Rawabi project is expected to generate, a substantial proportion are expected to be in the high-technology and ICT sectors. The West Bank’s workforce is well-educated but underemployed; creation of these jobs can be expected to have a direct capacity-building impact in relation to the West Bank’s already active high-tech and ICT sectors, as well as to create opportunities for upward career mobility. In turn, these opportunities will contribute to a sense of hopefulness about the future and of social responsibility, with potentially broad implications for the economy and society of the West Bank as a whole.
- **Technology Transfer:** In all likelihood, the ICT infrastructure that is deployed at Rawabi, while being state-of-the-art, will at the same time be in common use elsewhere in the world – it is a given that Rawabi does not lend itself to experimentation with technological solutions whose benefits and price/performance have not been clearly demonstrated in practice. At the same time, Rawabi may break new ground in terms of integrating and customizing the new infrastructure in a manner which is well adapted to the particular conditions and circumstances which prevail in Palestine.
- **Market Oriented Reforms:** As a technical assistance on behalf of a private-sector real-estate development project, the proposed TA is not expected to contribute directly to market-oriented reforms.

#### **D. Project Sponsor’s CAPABILITY AND Commitment**

The commitment of the project sponsor, Bayti, is evident in that 100% of the construction funding (US\$500–600 million) has already been committed.

The primary backer of the Rawabi Project, Qatar-based Diar Real Estate Development, has demonstrated that it has both the financial wherewithal and track record to carry out the project. Diar is controlled by the Qatar Investment authority (QIA), Qatar's sovereign wealth fund, which is estimated to hold in excess of US\$60 billion of assets. Diar is reported to have some 30 projects under way in 18 countries worldwide, including the construction of the Doha Convention Center, the Chiva-Som resort complex in Qatar, the Ras Al-Hadd eco-tourism resort in Oman, and a US\$600 million mixed-use real estate development project in Yemen (the Al-Rayyan Hills project). Additionally, Diar has established partnerships with, or has taken interest in, a number of major international construction and development companies, including Bouygues, Deutsche Bahn, Cegelec and Vinci.

In the context of the West Bank, however, it is worth mentioning a broader context of local and international commitment to the Rawabi Project.

[to include the following – have asked Sarah Beran for a few additional details:]

- The PA has approved the Rawabi Master Plan (as previously noted)
- There is a high degree of international visibility and support for the project, in particular:
  - GOI has publicly expressed support
  - US Consulate Jerusalem (and Department of State) have expressed support
  - British ex-Prime Minister Tony Blair has been engaged with Bayti, calling Rawabi a top priority project and pledging his support in working with the Israeli authorities on one of the main stumbling-blocks, namely the need for an access road which does not traverse Israeli-controlled territory.
  - USAID has expressed support (see also Section E)
  - OPIC has committed to providing mortgage financing

#### **E. Implementation Financing**

As already noted, 100% of the funding required for the construction of Rawabi has already been committed. Evidently the only remaining issues related to implementation financing concern the provisioning of certain "off-site" facilities. However, there are strong indications that once construction at the site is actually under way, additional resources will become available for the necessary off-site infrastructure. For example, Harold Sumka, USAID's Mission Director for the West Bank and Gaza, is on record as stating that USAID will support the building of roads in and around Rawabi once the site is ready for ground-breaking, at a level estimated at around US\$5 million.

## **F. US Export Potential**

### **1. General**

Estimation of the potential for U.S. exports that might result from successful completion of the TA for planning the ICT infrastructure of Rawabi is problematic, for a number of reasons. In the first place, neither the overall design and architecture of the ICT infrastructure nor the degree of integration of the resultant solution are currently known (they remain to be established or clarified as part of the TA). Accordingly, it is difficult to profile the specific ICT solutions, systems and equipment that will eventually be acquired. Further uncertainties are introduced by situation-specific factors, discussed elsewhere in this report, such as restrictions on spectrum usage and imports into the West Bank and the embryonic state of the Palestinian ICT legal/regulatory regime (any or all of which could potentially impact the choice of solutions and suppliers, albeit in different ways). Finally, given the political situation in the West Bank, any ambitious, long-term project such as Rawabi invariably entails a certain amount of risk. In the case of Rawabi, although current indications are that the project will go forward – and that its implementation financing is secure – there remains the possibility that what is ultimately built will deviate from current projections, for reasons beyond the control of the project sponsors.

At the same time, a Rawabi “success story” could have a variety of significant “knock-on” effects that would heighten the potential for U.S. exports. For example, one of the stated aims of Rawabi is to serve as a magnet for Palestinian high-tech companies, in effect by providing an attractive enabling environment for their corporate infrastructure requirements while at the same time offering a range of suitable housing accommodation for their employees. To the extent that Rawabi is successful in this respect, the companies that locate there will generate their own demand for ICT-related solutions, systems and equipment. To cite some examples, it can be anticipated that software development companies will procure their own workstations, servers and communications equipment; banks and security-intensive enterprises (such as jewelry stores or other businesses dealing in high-priced items) will implement their own security systems, over and above the common security platform that Rawabi provides.

Finally, it should be recalled that Rawabi represents a first-ever initiative in Palestine to create a planned community. Even if Rawabi were not to achieve every one of its ambitious aims, even a moderately successful outcome could provide a template for similar developments elsewhere in Palestine. Given the fact that the need for affordable residential housing in the West Bank is both acute and constantly increasing, such a scenario seems at least plausible.

### **2. Estimation of Cost of Rawabi ICT Infrastructure**

In light of the above, it is apparent that some general assumptions are required, first, in order to quantify the cost of procurement and implementation of the ICT infrastructure

for Rawabi; and, second, to extrapolate therefrom the potential for U.S. exports. The assumptions employed here are as follows:

A "Rawabi Full Implementation" scenario is assumed (6,000 housing units accommodating 40,000 residents, plus 250 businesses, on an area of approximately 1,600 acres)

"Off-site" sub-systems (e.g., cellular telephony and external connectivity, which are virtually certain to be provided locally) are generally excluded from consideration. Only the basic ICT infrastructure required to deliver a common service platform to all residents and businesses is considered (for example, specialized ICT-related requirements of individual businesses, such as computing/communication equipment or advanced security systems, are excluded)

Costs of associated civil works such as trenching, ducts and conduits, equipment housing facilities, etc. (all of which are assumed either to be sourced locally or to be subsumed in Rawabi's basic construction costs), are excluded

No attempt is made to allow for ongoing support and maintenance of the various sub-systems (an ongoing annual figure of 5% of the installed cost could be taken as an order-of-magnitude estimate)

No attempt is made to allow for "indirect" or "secondary" ICT-related requirements such as backup power supply, sparing/replacement parts and consumables, or deliberate overbuilding as a means of "future-proofing"

Apart from provision of a telephone handset and physical connections for Internet access and media/entertainment/content delivery, no attempt is made to allow for eventual acquisition of ICT-related equipment by individual households

Under these assumptions, the following general estimate of the cost of implementation of the ICT infrastructure of the Rawabi Project can be developed:

Sub-System or Equipment Category	Unit(s)	Quantity	Unit Cost (US\$)	Total Cost (US\$ x 000)
Telephony and Internet	household	6000	\$1,500	\$9,000
Telephony and Internet	business	250	\$4,500	\$1,125
Video Surveillance and Physical Security	device	2000	\$1,000	\$2,000
Digital media infrastructure (including headend, set-top boxes, other sub-system costs)				\$6,000
WiFi infrastructure (including sub-system costs)	device	500	\$1,000	\$500

Structured cabling and related facilities	port/jack	20,000	\$100	\$2,000
Fiber-optic/Ethernet network devices (routers, switches, cross-connects, terminations)				\$1,000
Single-mode fiber-optic cable	meter	40,000	\$4.5	\$180
Multi-mode fiber-optic cable	meter	24,000	\$3.5	\$84
Operations Center / Data Center (ready for occupancy)				\$750
	<b>Total:</b>			<b>\$22,639</b>

In addition to the above, certain other options are either under consideration for Rawabi, or have been mentioned as likely "add-ons" (and still other options are certain to materialize over time). The dimensions and associated procurement quantities of these options are less certain than the preceding, but can be estimated roughly as follows:

Sub-System or Equipment Category	Unit(s)	Quantity	Unit Cost (US\$)	Total Cost (US\$ x 000)
Digital media/signage	display	100	\$5,000	\$500
Trunked radio sub-system	user	250	\$3,000	\$750
Shared billing sub-system				\$400
	<b>Total:</b>			<b>\$1,650</b>

These figures suggest that a reasonable estimate for the cost of implementation of the ICT infrastructure for Rawabi, under the very conservative assumptions made above, is in the range of US\$22–24 million.

It should be noted that this estimate, developed via a "bottom-up" approach, agrees well in order of magnitude with general industry "top-down" estimates, according to which, in the case of large residential/commercial construction projects, the cost of the ICT infrastructure should be somewhere in the range of 2–3% of the overall construction cost. In light of the fact that Rawabi will be "ICT-intensive," it seems reasonable to take the higher percentage, or even to suppose that the percentage could be slightly greater. Assuming a total construction cost of US\$600 million and a 3% figure, the resultant "top-down" estimate for the cost of the ICT infrastructure would be US\$18 million.

### 3. Estimation of U.S. Export Potential

Estimation of the U.S. export potential in terms of the likely content of the ICT infrastructure is even more problematic, given all of the above considerations plus the fact that this infrastructure is currently conceptualized only at a very high level. Additionally, it should be borne in mind that the actual implementation of the ICT infrastructure will most probably not be carried out directly by the suppliers of the various sub-systems but rather by a lead contractor acting in the role of system integrator, who can be expected to engage, on a sub-contractor basis, those suppliers who, in the lead contractor's judgment and experience, are best qualified to provide and implement the various sub-systems. If the lead contractor is a U.S. firm, the chosen suppliers will probably (but not necessarily) be preponderantly U.S. firms; conversely, if the lead contractor is a foreign company, the proportion of U.S. sub-contractors will probably (but not necessarily) be lower.

Accordingly, the following exercise is approximate at best, and is only intended to provide indicative results.

Qualified U.S. suppliers are present in every sub-system/equipment category identified above, but the probability of U.S. sourcing varies considerably from category to category. Additionally, what can be termed the "real U.S. content" (making allowance for both the likelihood of manufacture of the physical components outside the U.S. and for the fact that some sub-systems in turn comprise various sub-sub-systems or components that may be sourced differently depending on circumstances) also varies significantly. To take one simple example, there are qualified U.S. manufacturers of fiber-optic cable, and the U.S. content of fiber-optic cable sourced from the U.S. is 100%, but the likelihood of such sourcing (at least for use in Palestine) is low. Conversely, the U.S. is highly competitive in fiber-optic networking equipment, but this equipment is likely to be manufactured abroad; at the same time, industry figures indicate that manufacturing costs for such equipment generally average around 35% of the total. In such an instance it is reasonable to suppose that the "U.S. content" (essentially the intellectual property and underlying R&D and "brainpower") comprises the balance of 65%.

Carrying out this exercise to the extent possible, we arrive at the following table and derived estimates:

Sub-System or Equipment Category	Qualified U.S. Suppliers	Probability of U.S. Sourcing	Estimate of U.S. Content (%)	Estimate of U.S. Content Value (US\$ x 000)
Telephony and Internet (residential)	Yes	High	65%	\$5,850
Telephony and Internet (business)	Yes	High	65%	\$731

Video Surveillance and Physical Security	Yes	Good	50%	\$1,000
Digital media infrastructure (including headend, data boxes, other system costs)	Yes	High	80%	\$4,800
WiFi infrastructure (including system costs)	Yes	Good	50%	\$250
Structured cabling and related equipment	Yes	Medium	50%	–
Fiber-optic networking devices (routers, switches, cross-connects, terminations)	Yes	High	65%	\$650
Single-mode fiber-optic cable	Yes	Low	100%	–
Multi-mode fiber-optic cable	Yes	Low	100%	–
Operations Center / Data Center (ready for occupancy)	Yes	Good	50%	\$375
<b>Total:</b>				<b>\$13,656</b>

Categories where the probability of U.S. sourcing is “Medium” or “Low” are excluded from the above table, as are the likely “add-on” options (e.g., digital media/signage) enumerated above.

In light of all the above assumptions, in the opinion of the DM Contractor the US\$13.66 million figure represents an extremely conservative, “worst-case” estimate for the U.S. export potential. A set of assumptions more liberal than those adopted, plus allowance for indirect and “knock-on” effects, quite possibly would yield a figure double that amount.

#### 4. Potential U.S. Suppliers

In every sub-system or equipment category enumerated above, there is an abundance of qualified U.S. suppliers of systems and equipment, many of whom have strong track records in international sales. At the same time, it is exceptionally difficult to arrive at meaningful characterization of potential U.S. suppliers. A comprehensive listing of suppliers of individual sub-systems (to say nothing of their foreign competitors) would be virtually impossible, and in any case even a partial enumeration would be largely pointless. In order to understand why this is the case, it is necessary to view the Rawabi project in the context of the manner in which the related ICT procurements will be structured and carried out.

On the most general level, the Rawabi project falls into the category of large-scale initiatives generally known as "Smart Cities," "Intelligent Cities," "Cyber Cities," or some variation thereof, of which there are currently dozens or hundreds worldwide. Furthermore, initiatives of this type may originate in a variety of ways, in particular the following:

- **Government initiation:** This is the case of projects such as Singapore iN2015, u-Korea and a number of wireless city projects in China; here the government in question is responsible for all aspects of implementation, including the selection of ICT supplier or suppliers (generally with a preference for "national" ones);
- **Telecom Operator initiation:** This approach generally involves the Business Solutions arm of a large national or multi-national operator; a number of examples may be found in Europe (the British Telecom High-Tech Cities program, or Deutsche Telekom's T-City venture in Friedrichshafen, Germany). In such cases, the suppliers of systems and equipment are generally those with which the operator already has long-standing and stable relationships;
- **System Integrator/Service Provider initiation:** In this scenario, a large system integrator or diversified service provider (who may also be an equipment manufacturer) typically establishes a preferred or exclusive relationship/partnership with an existing or planned urban development project; examples that could be cited involve Huawei in China (the U&ME Smart City initiative) or the Dubai Internet City project in which Cisco is a preferred technology partner;
- **Real Estate Developer initiation:** This approach, in which the developer acts as supplier decision-maker, has been characteristic of a number of new-city projects in the Middle East, particularly in the Emirates and Saudi Arabia, and is also true of Rawabi. From a procurement standpoint, it is similar to the case of System Integrator/Service Provider initiation, except that it is the developer who selects the preferred partner(s). Almost invariably in the case of a project on the scale of Rawabi, the partner(s) thus selected will be those same large-scale System Integrators/Service Providers, not suppliers of individual sub-systems or equipment. The chosen System Integrator(s)/ Service Provider(s), in turn, will act as lead contractors and will make appropriate arrangements with the various individual suppliers.

Accordingly, in terms of potential U.S. suppliers for Rawabi, the main issue at stake is the national affiliation of the lead contractor. If that entity is a U.S.-based firm, then the likelihood that the suppliers will also be U.S.-based is greatly increased; if it is not a U.S.-based firm, then the likelihood is correspondingly diminished (although, given the general strength of U.S.-based suppliers of ICT equipment, systems and solutions, the likelihood remains strong).

In the U.S., government entities have been involved in a variety of domestic smart-city initiatives, but that involvement is obviously not relevant to the present context. U.S.-based telecom operators have also undertaken such projects domestically, but have not generally ventured into the international arena. Accordingly, the most likely candidates are large-scale System Integrators/Service Providers with extensive international experience, of whom there are a number of strongly qualified ones:

- **Cisco.** To cite some pertinent examples, Cisco recently executed a 10-year strategic Memorandum of Understanding with Dubai Internet City (DIC), under which Cisco will be the preferred technology partner in developing and deploying advanced Internet and telecommunications infrastructure for DIC. Also, Cisco has established an alliance with South Korean real estate developer Gale International to develop and provide "smart city" solutions and technologies. Cisco is working on Gale's flagship US\$35 billion SongDo project in Incheon, Korea, one of the world's biggest real estate development initiatives.
- **IBM.** IBM, which has been gradually repositioning itself as a supplier of software and consulting services, has been notably active in gaining access to China's infrastructure boom, for example via its participation in a "smart city" project in the northeastern Chinese city of Shenyang. IBM believes that this project will serve as a showcase to help it capitalize on similar urban-planning projects across China. Other similar IBM initiatives involve the cities of Plzen (Czech Republic), Amsterdam and Rotterdam (Netherlands), and Parma and Salerno (Italy).
- **Microsoft.** Although Microsoft has typically not acted as the lead vendor in smart-city initiatives, it has partnered in such ventures; a case in point is a smart-city project in Edinburgh (Scotland), in partnership with BT.

In the case of Rawabi, to the extent that the TA can highlight the capabilities of these and other qualified U.S.-based candidates, the prospects for greater U.S. involvement and greater U.S. content will be correspondingly enhanced.

#### **G. Foreign Competition**

As already suggested by the above discussion, foreign competition is most likely to come from two sources: 1) the Business Solutions divisions of major European telecom operators; and 2) major foreign System Integrators/Service Providers.

- **Telecom Operators:** This approach generally involves the Business Solutions arm of a large national or multi-national operator; a number of examples may be found in Europe (the British Telecom High-Tech Cities program, or Deutsche Telekom's T-City venture in Friedrichshafen, Germany). In the Middle East, British Telecom has been involved in a variety of ICT infrastructure projects for high-tech business environments in the more affluent Gulf states. Similarly, Orange Business Services, the business services arm of France Telecom, has been engaged by the Saudi Arabian operator Mobily to provide consultancy and recommendations relating to ICT opportunities in the rapidly growing smart-city real estate market in the Kingdom. Orange Business Systems is also reported to be pursuing a number of similar initiatives in the region. In such cases, the suppliers of systems and equipment are generally those with which the operator already has long-standing and stable

relationships; needless to say, European operators are generally inclined to prefer European suppliers.

- **System Integrators/Service Providers:** In this scenario, a large foreign system integrator or diversified service provider (who may also be an equipment manufacturer) typically establishes an exclusive relationship or partnership with an existing or planned urban development project; examples that could be cited involve Huawei in China (the U&ME Smart City initiative, which is currently under way, and a number of similar ventures which are reported to be in the planning stages). Huawei is also reported to be a supplier to some high-tech city project in India (Hyderabad, Bangalore).

In short, there is no lack of non-U.S.-based competition with extensive experience in both large-scale projects and in the Middle Eastern region.

## **H. Impact on the Environment**

As a project whose principal focus is ICT planning and design, and whose main activities involve technical assistance and consulting, the recommended TA is not expected to have any measurable environmental impact.

In terms of the implementation of the Rawabi Project itself, it is planned that the deployment of the ICT infrastructure will take place concomitantly with, and in coordination with, the installation of other "facilities" infrastructure such as electricity, water/wastewater, gas, etc. Accordingly, the ICT infrastructure deployment should involve no additional disruption of the environment and, needless to say, Bayti has already conducted extensive and detailed environmental-impact analyses regarding the Rawabi site. Additionally, Bayti is already committed to certain environmental and genetic principles concerning ICT infrastructure, in particular the following:

- No above-ground cabling will be permitted
- Residents will not be allowed to install individual satellite dishes on balconies or roofs

Additionally, it is anticipated that the ICT infrastructure will include the capability to support applications designed to optimize the use and management of urban infrastructure and natural resources – including energy efficiency and renewables; water, transport, and land use planning – as well as to address pollution (water, air, soil, noise) and waste.

## **I. Impact on US Labor**

The "Impact on US Labor" Statement reads as follows:

"The Foreign Operations, Export Financing and Related Programs Appropriations legislation restricts U.S. foreign assistance from being used to provide: (a) any financial

incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States; (b) assistance for the purpose of establishing or developing in a foreign country any export processing zone or designated area in which the tax, tariff, labor, environment, and safety laws of that country do not apply, in part or in whole, to activities carried out within that zone or area; (c) assistance for any project or activity that contributes to the violation of internationally recognized workers rights; and (d) direct assistance for establishing or expanding production of any commodity for export by any country other than the United States, if the commodity is likely to be in surplus on world markets at the time the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity.”

There is nothing in the proposed Technical Assistance to indicate any likely breach of the above conditions.

## **J. Qualifications**

### **I. General Qualifications of Contractor**

As is evident from the accompanying Terms of Reference (TOR; see Annex I), the proposed Technical Assistance is oriented toward the development of a comprehensive “blueprint” for a state-of-the-art, flexible, scaleable, cost-effective and future-proof ICT infrastructure that will accommodate all of Rawabi’s ICT related needs for the foreseeable future. On a general level, therefore, it is expected that the Contractor will provide the requisite breadth and depth of expertise in integrated ICT infrastructure planning, design and implementation, in environments with a scale and end-user profile comparable to and commensurate with that of Rawabi. Specific areas of expertise which are expected to be directly relevant to the proposed TA include the following:

- Fiber-optic and high-capacity network engineering in metro/campus environments
- Premise distribution and cabling
- Telephony, VoIP, voice/data integration
- CATV, IPTV, broadcasting and media
- Security systems
- Operations / Data Center planning and operation
- Systems integration
- Large-scale ICT system procurement
- Interfacing and negotiation with operators, service providers and suppliers

Additionally, it is expected that the Contractor will display:

- Familiarity with ICT needs assessment, requirements definition, development of high-level designs and functional specifications, ICT business planning and procurement

- Ability to work closely with technical and administrative personnel and senior management; experience in communicating results and disseminating information to management and to interested parties, and in conducting workshops and seminars

Successful performance of the TA will require close collaboration with Bayti to ensure that that maximum practical benefit is derived from the TA and that the resources thus acquired are put to good practical use in the context of the Rawabi Project. Thus, the following additional attributes are also considered critical to a successful outcome:

- Willingness of Contractor to spend significant time in-country
- A work plan ensuring close collaboration and interaction with Bayti
- The capability to deliver quality results and recommendations in timely fashion

The proposed specific composition of the Contractor team for the recommended TA is described below. Before doing so, however, some additional background is provided on certain technology-related and legal/regulatory aspects of the Rawabi environment, which are expected to be relevant to the Contractor's profile and choice of proposed personnel.

## **2. Specific Qualifications: On-Site Connectivity Sub-System**

Broadly speaking, while no technology prerequisites or preferences have been (or will be) stated, the basic "on-site" connectivity infrastructure within the Rawabi environment may reasonably be expected to fall into the category of so-called "Fiber-to-the ..." (FTTx) solutions, where the "x" stands for "Neighborhood," "Curb," "Building," or "Home," depending on the relative "reach" of the fiber-optic versus the non-fiber (e.g., copper- or coaxial-cable) infrastructure. An underlying premise of all FTTx systems, regardless of the particular mix of physical media, is that the resultant infrastructure will serve as a common integrated vehicle for delivering a wide range of applications and services, such as the "triple play" of telephony, Internet access and media/entertainment services.

Which particular "flavor" of FTTx is employed in a particular environment depends on a variety of factors such as size and density of the customer base to be served, state of existing infrastructure (e.g., "greenfield" versus already equipped), assessment of the relative price/performance of the various options, and customer requirements and preferences.

There has been considerable debate over the respective merits of the various "flavors." A general observation would perhaps be that any and all of them have been shown to work, if suitably engineered. At the same time, as the cost of fiber optics and the associated devices has continued to fall, there has been an increasing trend toward deployment of Fiber-to-the-Home (FTTH) solutions. Furthermore, two distinct, and to some extent incompatible, approaches to FTTH have emerged. The first of these is known as Point-to-Point (P2P) or "Home Run Fiber"; in this case every endpoint (residence, business or whatever) has its own separate "end-to-end" pair (or multiple pairs) of fiber strands, i.e.,

there is a dedicated fiber path running between the endpoint and the operator's central office or to an intermediate distribution cabinet or patch panel.

The alternate approach is referred to generically as Passive Optical Network (PON), or more specifically as EPON (Ethernet-capable PON) or GPON (Gigabit-capable PON). Basically, PON technology involves the use of splitters inserted between the central office and the endpoints to derive multiple virtual channels from individual fibers, thus enabling multiple premises to be served from single fiber pairs.

Much of the current debate concerns the respective merits of P2P and PON. On the one hand, PON entails savings in terms of the amount of fiber that needs to be "pulled" (although this factor is less relevant in "greenfield" environments such as Rawabi), and in terms of the amount of active equipment that needs to be sited outside the central office. At the same time, critics of PON point to a number of liabilities, such as increased susceptibility to single-point-of-failure and vulnerability to eavesdropping and jamming. Questions have also been raised about PON's scalability and degree of "future-proofing."<sup>3</sup>

In the case of Rawabi, while these technical issues are important, the paramount guiding principle for the architecture and design of the ICT infrastructure must be what is most appropriate and desirable for the end users. Accordingly, it is expected that the Contractor Team will bring a strongly end-user-oriented perspective to the planning, design and implementation of FTTx and/or similar connectivity solutions.

### **3. Specific Qualifications: Media/Entertainment Sub-System**

It is expected that Rawabi will offer both residential and commercial tenants the capability to enjoy a wide range of media and entertainment services. Attention to the planning and design of the corresponding sub-system will be an important aspect of the planning of the overall ICT infrastructure.

At the same time, such planning and design faces a considerable practical challenge, stemming from Bayti's current policy that individual satellite dishes will not be permitted on the balconies or roofs of residential buildings. (Community dishes may be permitted.) In the West Bank, as in other places throughout the world, use of individual dishes in conjunction with decoders (so-called "E-boxes") is extremely common. In the West Bank, such decoders are almost invariably unauthorized (and, in all probability, technically illegal), but evidently no attempts have been made to date to curtail their use. Accordingly, many Palestinians are accustomed to receiving a wide range of satellite-based media and entertainment services free of charge. The challenge for Rawabi will be

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<sup>3</sup> More recently, concerns have also been expressed about PON at the regulatory level, since the nature of the technology is such that it is technically difficult for other operators to gain effective access to PON infrastructure, thus creating obstacles for the implementation of Open Access regimes and so-called Local Loop Unbundling (LLU), which are generally regarded as important drivers of competition. Indeed, some evidence suggests that certain telecom operators favor PON implementations precisely because they provide a convenient way of "locking in" customers and thus mitigating competitive threats.

to come up with a viable alternative solution or solutions which do not overly restrict the residents' range of choices while at the same time not imposing real or perceived excessive financial burdens.

To address this issue comprehensively and to come up with a viable solution (which may require some creativity and "outside-the-box" approaches), the Contractor Team will need to include expertise across a range of issues related to media/entertainment provisioning, including headend planning and design; media/entertainment distribution systems; content assembly, packaging and marketing; economics of media/entertainment delivery; and related issues such as rights, fees and royalties. Demonstrated international experience in these areas is particularly desirable.

#### **4. Specific Qualifications: Legal/Regulatory Assessment**

As noted previously, the West Bank presents a number of novel, even unique, circumstances which potentially impact the implementation of the Rawabi ICT infrastructure (some of these were enumerated in Section B, "Obstacles and Risks"). In addition, the telecommunications and ICT legal/regulatory regime in the West Bank is still embryonic; besides, nothing on the scale of Rawabi, with an essentially self-contained ICT infrastructure, has ever been attempted. For example, the nature and degree of involvement on the part of various outside operators, including the dominant Palestinian operator PalTel, remain to be clarified. A number of legal/regulatory issues may arise, some of which may not be presently foreseeable, and may similarly require creative and "outside-the-box" approaches. In light of this somewhat uncertain and fluid legal/regulatory environment, the Contractor Team should include appropriate experience and capabilities (with local support as may be needed) to address the attendant issues.

#### **5. Team Composition and Experience**

In terms of the composition and particular credentials of the Contractor, it is judged that the team should consist of a Project Manager, a Telecom/Network Specialist, two ICT Specialists with complementary skill sets, an ICT Legal/Regulatory Specialist, an ICT Business Planning Specialist, and an ICT Procurement Specialist, plus Local Support. The position of Project Manager may be combined with that of the Business Planning Specialist, provided that the person so designated meets all of the requirements of the two positions separately, and it can be shown that the proposed Contractor Team can efficiently carry out the full scope of the TA. More specific descriptions follow.

##### **Project Manager:**

- At least fifteen (15) years' experience in the ICT industry, with demonstrated experience in large-scale ICT project management
- Specific expertise related to large-scale complex ICT planning/design/implementation projects; exposure to commercial/residential environments and/or community planning projects is highly desirable
- Organizational, management and cross-cultural skills and perspective to structure, oversee and carry out the TA effectively

- Ability to work closely and effectively with Bayti management and personnel throughout the TA, as well as with other stakeholders and interested parties
- Ability to communicate results and disseminate information to management, stakeholders and interested parties

**Telecom/Network Specialist:**

- At least ten (10) years' experience with the planning, design and implementation of telecom and networking infrastructure, systems and solutions
- Specific experience with FTTx and structured-cabling solutions
- Exposure to "triple play" environments, voice/data integration, system integration, metro/campus and/or community planning projects is highly desirable
- Organizational and management skills and cross-cultural skills and perspective to structure, oversee and carry out the TA effectively

**ICT Specialist 1:**

- At least ten (10) years' experience with ICT infrastructure, systems and solutions, systems and solutions, with particular reference to the specific areas of expertise enumerated above
- Demonstrated hands-on experience in the planning, design and implementation of media/entertainment delivery systems and solutions
- Ability to support ICT Specialist 2 in other tasks as may be required
- Organizational and management skills to structure, oversee and carry out the TA effectively

**ICT Specialist 2:**

- At least ten (10) years' experience with ICT infrastructure, systems and solutions, with particular reference to the specific areas of expertise enumerated above, and with a profile generally complementary to that of ICT Specialist 1.
- Ability to support ICT Specialist 1 in other tasks as may be required
- Organizational and management skills to structure, oversee and carry out the TA effectively

**ICT Legal/Regulatory Specialist:**

- At least seven (7) years' experience with international telecom/ICT legal and regulatory affairs
- Specific experience in emerging economies and/or countries with underdeveloped sector legal/regulatory regimes
- Exposure to the telecom regulatory framework of the European Union would be an advantage
- Ability to work closely and effectively with Bayti personnel and local support throughout the TA

**ICT Business Planning Specialist:**

- At least ten (10) years' experience in telecom/ICT, preferably including hands-on experience in a commercial/residential or community planning environment
- Familiarity with related business planning issues and business models (structuring, stakeholder roles, partnerships)
- Experience in economic/financial planning; ability to perform appropriate economic and financial analyses
- Organizational and management skills to carry out the TA effectively

**ICT Procurement Specialist:**

- At least seven (7) years' experience related to procurement of ICT systems, hardware and components, preferably with exposure to large-scale and/or complex integrated procurements
- Specific experience in translating functional requirements into technical specifications suitable for incorporation into procurement documents and tender packages
- Ability to work closely and effectively with Bayti personnel

In addition, the Contractor Team shall include Local Support. It is envisaged that Local Support will take the form of one or two individuals, or alternatively a small firm, based in Ramallah, with knowledge in the following areas in particular:

- The prevailing ICT legal/regulatory regime
- Situational issues impacting Rawabi (including, but not necessarily limited to, those described above in Section B)
- The current state of provision of telecom, ICT-based and media/entertainment services in West Bank, and corresponding end-user expectations and preferences

The Local Support will provide general logistical support and will assist the Contractor Team with various data-gathering and on-site activities (see the Terms of Reference in Annex I), as well as liaison and continuity in the intervals between in-country visits of U.S.-based Contractor Team members.

**6. Suggested Evaluation Criteria**

It is suggested that the selection of the Contractor be based on the following general criteria:

<b>Criterion</b>	<b>Max. Points</b>
Expertise and skills of proposed personnel	50
Proposed approach to the TA and to the individual tasks	30
Pertinent international experience and cross-cultural skills	20
<b>Total:</b>	<b>100</b>

## **K. Justification**

The proposed Technical Assistance can be justified both in terms of its specific positive developmental impacts and in terms of its constructive role in the overall economy of the West Bank.

Successful performance of the TA will ensure that the ICT infrastructure of Rawabi is designed and implemented in accordance with industry best practices and international standards, and provides the state-of-the-art capabilities and functionality that will ensure that Rawabi can carry out its twofold mission, namely that of providing residents with cost-effective essential ICT services (in particular voice, Internet and media/entertainment), while simultaneously creating the leading-edge enabling environment that will prompt start-up high-technology and ICT companies to establish themselves in Rawabi as well as to encourage established ones to relocate there.

Additionally, the Rawabi Project will play an important role in providing affordable housing, which is currently in very short supply in Palestine and constitutes a significant barrier to improved living standards and upward mobility. Furthermore, the Rawabi Project is expected to constitute the largest job-creation initiative in the history of Palestine, both in terms of short- to medium-term employment during the construction phase, and in terms of permanent job opportunities resulting from the community's commercial and business activities. Given that Rawabi will act as a magnet for high-technology businesses, many of these opportunities are expected to be of particular benefit to the West Bank's well-educated but underemployed young workforce.

Finally, the Rawabi Project is well aligned with U.S. policy objectives and broader international mandates to promote economic development in the West Bank.

Accordingly, the DM Contractor believes that funding of the TA on behalf of Bayti represents a good use of USTDA resources.

## **M. Recommendation**

The DM Contractor recommends that USTDA fund the Technical Assistance in question, under the conditions set forth in the TOR, at a total budget level of \$412,901.



**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 the West Bank 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 the West Bank 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 West Bank 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 West Bank 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 West Bank 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 West Bank 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.*

## 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 Bayti Real Estate Investment Company ("Grantee"). USTDA agrees to provide the Grantee US\$412,901 under the terms of this Agreement ("USTDA Grant") to fund the cost of goods and services required for Technical Assistance ("TA") on the proposed ICT Infrastructure for Rawabi New City project ("Project") in the West Bank.

### 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 TA ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

### 2. Terms of Reference

The Terms of Reference for the TA ("Terms of Reference") are attached as Annex 1 and are hereby made a part of this Grant Agreement. The TA will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the TA shall also be included in the Contract.

### 3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. 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 TA.

### 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](http://www.fedbizopps.gov)). Upon request, the Grantee will submit these contracting procedures and related documents to USDIA for information and/or approval.

**(B) USDIA Approval of Contractor Selection**

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

**(C) USDIA Approval of Contract Between Grantee and Contractor**

The Grantee and the Contractor shall enter into a contract for performance of the TA. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USDIA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USDIA, 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) USDIA Not a Party to the Contract**

It is understood by the parties that USDIA 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 USDIA, 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 USDIA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USDIA a party to the contract. The parties hereto understand and agree that USDIA 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 USDIA shall not bar the Grantee or USDIA 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 USDIA.

**(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 TA 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. TA Schedule**

##### **(A) TA Completion Date**

The completion date for the TA, which is June 1, 2011, is the date by which the parties estimate that the TA will have been completed.

##### **(B) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (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(D), 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 the West Bank 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 TA 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 TA support (e.g., local lodging, food, and transportation) in the West Bank 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 the West Bank. 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 TA, 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 TA 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 TA 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. Consul General in Jerusalem or USTDA and Grantee will be represented by Deputy Managing Director Amir Dajani. 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: Amir Dajani  
Bayti Real Estate Investment Company  
7 Kawthar Street, Ramallah, West Bank  
Phone: +970.2 2415444  
Fax: +970.2 2409752

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 Consulate in Jerusalem with a copy of each communication sent to USTDA.

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

Appropriation No.: 11 10/11 1001  
Activity No.: 2010-21015A  
Reservation No.: 2010210012  
Grant No.: GH2010210007

#### **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 TA, 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 TA, USTDA seeks to promote the project objectives of the West Bank 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.

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IN WITNESS WHEREOF, the Government of the United States of America and Bayti Real Estate Investment Company, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the  
United States of America

For Bayti Real Estate Investment  
Company

By: 

By: 

Date: 3/15/10

Date: 3/15/2010

Witnessed:

Witnessed:

By: 

By: 

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

## Annex II

### USTDA Mandatory Contract Clauses

#### A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and Bayti Real Estate Investment Company ("Client"), dated \_\_\_\_\_ ("Grant Agreement"). The Client has selected \_\_\_\_\_ ("Contractor") to perform the Technical Assistance ("TA") for the ICT Infrastructure for Rawabi New City project ("Project") in the West Bank. 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 TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar

the 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 the West Bank 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 TA 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 TA support (e.g., local lodging, food, and transportation) in the West Bank 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 TA. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, 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. Consulate in Jerusalem 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 West Bank as the location of the Activity, 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. TA Schedule**

##### **(1) TA Completion Date**

The completion date for the TA, which is June 1, 2011, is the date by which the parties estimate that the TA will have been completed.

## **(2) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) 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 TA. 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 TA will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

## **M. USTDA Address and Fiscal Data**

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

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

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

### Fiscal Data:

Appropriation No.:	11 10/11 1001
Activity No.:	2010-21015A
Reservation No.:	2010210012
Grant No.:	GH2010210007

## **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 the West Bank. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

## TERMS OF REFERENCE

### **Background**

The vision for the Rawabi New City development is to create an affordable and environmentally sustainable residential community in the West Bank, which will simultaneously act as a hub for a knowledge-based economy. The purpose of the present Technical Assistance (TA) is to support the Rawabi New City development by developing a systematic approach to the planning and design of its Information and Communications Technology (ICT) infrastructure, and to provide what may be termed a "roadmap" or Master Plan for the development and deployment of this infrastructure. The TA includes a number of tasks related to technical, financial and business planning, as well as procurement support. The TA also includes suitable allowance for a number of situational issues and constraints characteristic of the West Bank environment.

The Rawabi New City development is time-critical; accordingly, the Contractor is expected to place a high premium on timely completion of the individual tasks and of the full Technical Assistance, without compromising the necessary quality, depth or completeness of the work.

The Contractor's findings and recommendations must be impartial, objective and not biased in such a way as to unduly favor or disfavor any particular technology platform or vendor-specific solution. Accordingly, it is expected that the Contractor will not represent, directly or indirectly, the interests of any vendor, operator or service provider who stands to benefit from participation in the implementation of the recommended ICT infrastructure.

### **Task 1: Preliminary Information Request (PIR)**

The Contractor shall develop and forward to the Grantee a Preliminary Information Request (PIR). The principal purpose of the PIR is to provide the Contractor with an advance overview of the current "situation on the ground" and thus to enable more focused and more efficient use of time during the first in-country mission.

It is anticipated that the PIR will focus on the following areas in particular:

- Current status of the Rawabi New City development (e.g., work in progress, anticipated initial occupancy date, scale and configuration of project at initial occupancy date, anticipated sequence and timing of construction phases); and
- Status of contact or discussions with telecom operators, service providers or suppliers which are relevant to the forthcoming work of the Contractor Team.

**Task Deliverable:** A PIR as described above.

## **Task 2: Familiarization and Survey of Current Situation**

Contractor personnel shall travel to Ramallah for their first in-country mission.

Jointly with Grantee personnel, the Contractor shall review the PIR data and request relevant additional information as needed.

Additionally, the Contractor shall conduct a review and assessment, to include the following:

- Details of construction and occupancy plans and phases;
- Details of applications/services/activities to be supported;
- Anticipated profiles of target occupants (residential/commercial/other); and
- Telecommunications/ICT planning to date, and its implications for the implementation of the Rawabi New City development requirements (in terms of both the "initial occupancy" phase and subsequent phases).

The Contractor shall conduct site visits, inspections and/or surveys of the Rawabi New City construction site as necessary and appropriate.

For purposes of ICT infrastructure planning, it will be important to employ a consistent framework and approach with respect to the anticipated phasing of execution of the Rawabi New City development, the exact structure and timetable of which may be uncertain and subject to change. Accordingly, the Contractor and the Grantee shall agree upon a provisional framework and scenario that shall be used for ICT planning purposes. An example of such a scenario would be a three-phase scenario along the following lines:

- Initial occupancy (currently anticipated to comprise three residential neighborhoods accommodating 5,000 people, plus a Commercial Center equipped with essential services);
- Mid-point occupancy; and
- Full implementation (currently anticipated to comprise 6,000 residential units accommodating 40,000 people, plus a fully developed Commercial Center).

***Task Deliverable:*** An **Inception Report**, describing in particular meetings held; site visits and related findings; progress in collecting data; the agreed-to framework and approach to be used for ICT planning purposes; problems encountered or foreseen; and the projected work schedule and deployment of Contractor personnel.

## **Task 3: Legal/Regulatory and Situational Assessment**

The Contractor shall review and analyze applicable Palestinian telecom and ICT laws and regulations (or discuss the lack of same), in order to assess their potential impact and to develop recommendations as to how to mitigate the associated legal/regulatory risk.

The Contractor shall address, at a minimum, the existing telecommunications law; the status of PalTel and of alternate telecom operators and service providers, with particular reference to their role as potential suppliers of ICT-related facilities and services to Rawabi; and existing or draft regulations regarding access, interconnection and infrastructure ownership and sharing.

Additionally, a number of issues specific to the Palestinian environment have potential for impacting the design and/or the implementation of the Rawabi ICT infrastructure. Accordingly, the Contractor shall conduct a situational assessment, to include the following issues:

- Limitations on access to connectivity at the site;
- Spectrum allocation/assignment regime; and
- Import restrictions that may impact telecom/ICT solutions.

In particular, given the complex and situation-specific nature of these issues, as well as the likelihood that they will evolve and change over time, it is anticipated that the Contractor will engage qualified local support to assist in the performance of this task.

***Task Deliverable: A Legal/Regulatory and Situational Assessment Report***, covering the areas described above.

#### **Task 4: Needs Assessment / Requirements Definition**

While the ICT infrastructure of Rawabi New City can be conceptualized in a number of ways, for present purposes it is convenient to describe it in terms of sub-systems, which can in turn be broken down into On-Site sub-systems (involving those facilities that the Grantee owns and controls or is in a position to control) and Off-Site sub-systems (involving those facilities that the Grantee does not own or control, and are necessarily provided or managed by outside parties). There is some degree of overlap and interaction between On-Site and Off-Site sub-systems. Additionally, some sub-systems (to take an example, the Security sub-system) may be said to be composed of a number of sub-sub-systems.

Thus, On-Site sub-systems may include (but are not necessarily limited to):

- Internal "backbone" networking facilities (e.g., fiber optics);
- Distribution plant (neighborhood and premise distribution plant, structured cabling);
- Security (video, remote monitoring, other security facilities);
- Local broadband wireless facilities (such as WiFi);
- Local CATV/media/entertainment facilities (such as a headend);
- Internal wireline and wireless communications (such as a local trunking system);  
and
- Operations Center / Data Center or similar on-site facility.

Similarly, Off-Site sub-systems may include:

- External connectivity (in whatever form);
- Wireline telephony;
- Mobile telephony;
- Internet access; and
- Entertainment/media provision.

The Contractor shall perform the following activities in conjunction with this task:

- Identify and characterize the various On-Site and Off-Site sub-systems (and their constituent sub-sub-systems, to the extent applicable);
- Conduct an initial needs assessment with respect to each sub-system, linked to the phasing scenario agreed to in Task 2; and
- Perform an initial definition of functional requirements for each sub-system and of the requirements for integration between/among the various sub-systems.

Additionally, the Contractor shall carry out an initial assessment of provisioning alternatives with respect to the Off-Site sub-systems, to include the Palestinian dominant operator PalTel, other Palestinian operators, Internet Service Providers (ISPs) and service companies; Israeli operators; and various service companies. The Contractor shall assess and characterize the capabilities of the various provisioning alternatives to deliver the services, functionality and performance required by the Rawabi ICT infrastructure. To the extent practicable, the Contractor shall also assess and characterize the associated risks/benefits/ advantages/disadvantages.

**Task Deliverable:** A Report describing the Needs Assessment and Requirements Definition as described above.

#### **Task 5: High-Level Design and Architecture**

Based on the findings of Tasks 2–4, the Contractor shall develop a high-level design and architecture for the overall ICT infrastructure of Rawabi New City and of the individual sub-systems and their interrelationships, with particular attention to the following issues:

- Scalability (from initial occupancy to final implementation);
- Future-proofing (ability to ensure support for future ICT evolution); and
- Desired/appropriate level of integration.

The Contractor shall develop a “preferred/recommended” architecture and design, and shall provide the appropriate supporting rationale. Additionally, the Contractor shall describe possible alternative designs/architectures, as appropriate, and shall characterize their respective strengths and weaknesses.

The Contractor shall develop initial order-of-magnitude estimates of the procurement requirements for each sub-system and for the overall integrated solution, with reference to the phasing scenario agreed to in Task 2.

The results of Task 5 may need to be revisited in light of the findings of Task 7a (see below).

**Task Deliverable:** A Report describing the High-Level Design and Architecture as described above.

### **Task 6: Economic and Financial Analysis of the Project**

The Contractor shall prepare an economic and financial analysis of the entire Project. The analysis shall include the full costs of Project implementation, and shall also describe the anticipated benefits and potential revenue streams associated with the design and architecture developed in Task 5.

Specifically, the Contractor shall develop suitably detailed estimates of costs (both one-time and recurring) for each sub-system and for the overall integrated solution, with reference to the phasing scenario agreed to in Task 2.

Additionally, the Contractor shall develop budgetary estimates for an assumed "turnkey" implementation of each phase, and shall prepare a corresponding budgetary Project Cost Schedule keyed to the phasing scenario.

**Task Deliverable:** A Report containing the Economic and Financial Analysis as described above.

### **Task 7: Business Modeling and Related Activities**

At or about this stage, Contractor personnel shall travel to Ramallah for a second in-country mission.

Task 7 is divided into three sub-tasks, as follows.

**Sub-Task 7a: Business Models for ICT Provisioning.** In consultation with the Grantee, the Contractor shall identify and evaluate a range of potentially applicable business models for ICT provisioning, which may include (but are not necessarily limited to):

- Comprehensive single-source service contract (full outsourcing);
- Mixed scenario (outsourcing of individual sub-systems/services/applications);
- Establishment of operational entities (such as "Bayti Telecom Company," "Bayti ICT Services Company") and possible related options (e.g., for-profit / not-for-profit); and
- Other applicable models.

The Contractor shall assess the applicability and suitability of these models for the Rawabi environment, and shall describe a "preferred/recommended" business model. The preferred/recommended model shall be accompanied by appropriate rationales, as well as a description of possible alternatives and their respective strengths and weaknesses.

If required, the Contractor shall adjust or refine the output of Task 5 in light of the Task 7a findings.

***Sub-Task 7b: Proposal Review and Negotiation Support.*** The Contractor shall review and assess any substantive ICT provisioning proposals made to the Grantee to date, from the standpoint of the preferred/recommended model described in Sub-Task 7a. If required at this stage, the Contractor shall provide indirect support to the Grantee in provisioning-related negotiations with PalTel. (In this context, "indirect" is understood to mean that the Contractor is not expected to assume the role of a direct, face-to-face participant in such negotiations but instead, will perform in an advisory role to the Grantee.) Alternatively, subject to mutual agreement between the Contractor and the Grantee, the Contractor may substitute for this advisory support the preparation of a suitably detailed negotiation position paper that describes major issues to be negotiated between the Grantee and PalTel; a proposed initial negotiating stance of the Grantee; and viable fall-back positions (if any).

***Sub-Task 7c: In-Country Workshops.*** It is anticipated that there will be an important need to ensure that stakeholders are suitably informed of progress and findings to date in terms of planning the ICT infrastructure of Rawabi New City; to solicit input and feedback from these stakeholders; and to refine or calibrate the findings to date in light of such input/feedback. It is also anticipated that an in-country workshop format represents the most appropriate vehicle for these purposes. Stakeholders may include investors and other principals, Palestinian and Israeli operators, ICT service providers and other companies engaged in ICT-related activities; potential suppliers of systems, equipment and services; and potential commercial or residential occupants or related interest groups. Depending on circumstances, it may be desirable to conduct separate workshops targeted to different stakeholders or stakeholder groups.

The Contractor shall allocate a period of three (3) days for the conducting of such in-country workshops. The Contractor shall consult and agree with the Grantee on the number of such workshops (not to exceed three (3)), and the target audience and general agenda for each. The Contractor shall be responsible for preparing and disseminating the corresponding workshop materials (in English); the Grantee shall provide the venue and necessary facilities (such as audio-visual support). The Grantee shall also be responsible for producing any Arabic-language translations or other materials and documentation that may be required.

***Task Deliverables:*** A Report describing the evaluation of the business models for ICT provisioning and describing the preferred/recommended business model, plus any

relevant observations or materials deriving from the Sub-Task activities of Task 7 (including the negotiation position paper described above, if applicable). Contractor shall also conduct up to three (3) in-country workshops. Additionally, the Contractor shall furnish the Grantee with hardcopy and electronic versions of the materials developed in conjunction with the in-country workshops.

### **Task 8: Development of Detailed Functional Specifications**

The Contractor shall develop detailed functional specifications for:

- Each sub-system (and constituent sub-sub-systems, if any), and
- The integrated solution (i.e., all the sub-systems plus integration requirements).

The specifications shall be developed under a general working assumption that the sub-systems and the integrated solution will be fully scaleable (i.e., essentially independent of the particular phasing scenario of the Rawabi New City development). Departures from this assumption shall be documented and their implications for the development's implementation shall be described and assessed.

**Task Deliverable:** A Report describing the detailed Functional Specifications as described above.

### **Task 9: Structuring of Procurement and Enumeration of U.S. Suppliers**

Task 9 is divided into two sub-tasks, as follows.

**Sub-Task 9a: Structuring of Procurement.** The Contractor shall provide advice to the Grantee on the structuring of the corresponding procurement, based on leading industry practices in the organization and execution of complex ICT-related procurements of goods and services. Issues and options to be examined include (but are not necessarily limited to):

- Single procurement versus multiple procurements;
- Single-stage procurement versus two-stage procurement with prequalification;
- Nonbinding Request for Information (RFI) followed by Request for Proposal (RFP);
- "Turnkey" versus other implementations; and
- Ancillary activities (e.g., advertisement/notification procedures, organization of bidder conference).

The Contractor shall identify salient issues to be negotiated with the winning bidder(s) and shall provide a general outline or "script" of proposed initial negotiating positions for the Grantee.

**Sub-Task 9b: Enumeration of U.S. Suppliers.** The Contractor shall identify and profile qualified potential U.S. suppliers and applicable product and service lines. To the extent feasible, the Contractor shall gauge these suppliers' interest in participating in the eventual procurement process, and shall take such steps as are reasonable and appropriate to promote such participation.

**Task Deliverable:** A **Report** describing the Contractor's advice and recommendations on structuring the required ICT procurement(s), together with an enumeration of U.S. suppliers as described above. The enumeration of U.S. suppliers shall include full contact details for the U.S.-based operations of the suppliers in question, plus contact details (to the extent applicable) for local/regional operations.

### **Task 10: Preliminary Environmental Impact Assessment**

The Contractor shall perform a preliminary assessment of the anticipated impact of the Project on the environment, with particular reference to compliance with any applicable Palestinian requirements. In the event that the review identifies any potential negative impacts, the Contractor shall discuss the extent to which they can be mitigated, and shall develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage. In particular, the Contractor shall identify any steps that the Grantee will need to undertake subsequent to the completion of the Contractor's activities and prior to Project implementation.

**Combined Task Deliverable:** See combined deliverable for Tasks 10 and 11 below.

**Task 11: Analysis of Key West Bank Development Impacts.** With a view to providing the Rawabi New City development's decision-makers and interested parties with a broader view of the potential effects of successful implementation of the ICT infrastructure on the West Bank, the Contractor shall conduct an analysis of key development impacts of this activity, with particular reference to the following aspects:

- **Infrastructure:** How the TA will result in improvements to and/or increased investment in infrastructure (both direct and indirect)
- **Human Capacity Building:** Skills development and/or additional employment that will be generated within the Rawabi environment and elsewhere
- **Technology Transfer and Productivity Improvement:** Identification of new recommended technologies deployed in conjunction with the ICT elements of the Rawabi New City development, and specific technology or knowledge transfer that will take place thereby
- **Market-Oriented Reform:** Identification of any market-oriented reforms that will be achieved as a result of the TA, which could include improved competition; better market entry to new investment; more equitable consumer pricing policies; etc.

The analysis shall focus on likely developmental impact if the ICT infrastructure for the Rawabi New City development is implemented according to the Contractor's

recommendations. While specific attention shall be paid to immediate impacts, analysis shall include any additional developmental benefits that may result from this implementation, including spin-off and demonstration effects.

**Combined Task Deliverable:** A Report describing the Environmental Impact Assessment (Task 10) and Developmental-Impact Analysis (Task 11).

#### **Task 12: Draft Final and Final Reports and Final Presentation**

**The Contractor shall prepare Draft Final and Final Reports for submission to the Grantee.**

**The Contractor shall submit five (5) copies of Draft Final Report to the Grantee. The Grantee shall review the Draft Final Report and propose modifications or amendments (if any) for incorporation into the Final Report within 15 days of receipt of the Draft Final Report.**

Contractor personnel shall travel to Ramallah for a third and final in-country mission, the purpose of which shall be twofold: 1) to review and discuss the TA findings, recommendations and implications with Grantee representatives, to identify action items and to outline next steps; 2) to conduct a final presentation of the TA findings and recommendations to stakeholders, anticipated to be drawn from the same stakeholder pool described in Sub-Task 7c.

The Contractor shall allocate a period of at least three (3) days for these activities. The Contractor shall consult and agree with the Grantee on the number of such Presentations (not to exceed three (3)), and the target audience and general content and orientation for each. The Contractor shall be responsible for preparing and disseminating the corresponding presentation materials (in English); the Grantee shall provide the venue and necessary facilities (such as audio-visual support). The Grantee shall also be responsible for producing any Arabic-language translations or other materials and documentation that may be required.

The Final Report shall be organized in accordance with the sequence of tasks performed, and shall comprise a substantive and comprehensive report of the work performed in Tasks 1 through 11. The Final Report shall incorporate all of the reports, deliverables and workshop materials required under these terms of reference.

The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement, including the requirement that the Contractor shall identify prospective U.S. sources of supply in the Final Report. Ten (10) copies of the Final Report shall be submitted to the Grantee.

In the event that the Final Report contains confidential information, or information not yet made public, the Contractor shall take appropriate steps, in consultation with the

**Sub-Task 9b: Enumeration of U.S. Suppliers.** The Contractor shall identify and profile qualified potential U.S. suppliers and applicable product and service lines. To the extent feasible, the Contractor shall gauge these suppliers' interest in participating in the eventual procurement process, and shall take such steps as are reasonable and appropriate to promote such participation.

**Task Deliverable:** A Report describing the Contractor's advice and recommendations on structuring the required ICT procurement(s), together with an enumeration of U.S. suppliers as described above. The enumeration of U.S. suppliers shall include full contact details for the U.S.-based operations of the suppliers in question, plus contact details (to the extent applicable) for local/regional operations.

### **Task 10: Preliminary Environmental Impact Assessment**

The Contractor shall perform a preliminary assessment of the anticipated impact of the Project on the environment, with particular reference to compliance with any applicable Palestinian requirements. In the event that the review identifies any potential negative impacts, the Contractor shall discuss the extent to which they can be mitigated, and shall develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage. In particular, the Contractor shall identify any steps that the Grantee will need to undertake subsequent to the completion of the Contractor's activities and prior to Project implementation.

**Combined Task Deliverable:** See combined deliverable for Tasks 10 and 11 below.

**Task 11: Analysis of Key West Bank Development Impacts.** With a view to providing the Rawabi New City development's decision-makers and interested parties with a broader view of the potential effects of successful implementation of the ICT infrastructure on the West Bank, the Contractor shall conduct an analysis of key development impacts of this activity, with particular reference to the following aspects:

- **Infrastructure:** How the TA will result in improvements to and/or increased investment in infrastructure (both direct and indirect)
- **Human Capacity Building:** Skills development and/or additional employment that will be generated within the Rawabi environment and elsewhere
- **Technology Transfer and Productivity Improvement:** Identification of new recommended technologies deployed in conjunction with the ICT elements of the Rawabi New City development, and specific technology or knowledge transfer that will take place thereby
- **Market-Oriented Reform:** Identification of any market-oriented reforms that will be achieved as a result of the TA, which could include improved competition; better market entry to new investment; more equitable consumer pricing policies; etc.

The analysis shall focus on likely developmental impact if the ICT infrastructure for the Rawabi New City development is implemented according to the Contractor's

Grantee, to follow the procedures set forth in Clause I of USTDA's Mandatory Contract Clauses.

**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.**

## COMPANY INFORMATION

### A. Company Profile

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

1. Name of firm and business address (street address only), including telephone and fax numbers:
  
  
  
  
  
  
  
  
  
  
2. Year established (include predecessor companies and year(s) established, if appropriate).
  
  
  
  
  
  
  
  
  
  
3. Type of ownership (e.g. public, private or closely held).
  
  
  
  
  
  
  
  
  
  
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
  
  
  
  
  
  
  
  
  
  
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (\*) next to the names of those principal officers who will be involved in the Technical Assistance.
  
  
  
  
  
  
  
  
  
  
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.

**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 Technical Assistance 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 Technical Assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or

belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of \_\_\_\_\_.

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

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

Signed: \_\_\_\_\_  
(Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_