

**REQUEST FOR PROPOSALS**

**FEASIBILITY STUDY FOR THE**

**EGYPT: RAYA DATA CENTER AND CLOUD SERVICES PROJECT**

Submission Deadline: **4:00 PM**

**LOCAL TIME**

**NOVEMBER 18, 2012**

Submission Place: Ms. Reem Asaad  
Data Center CEO and Corporate Secretary for Raya Holding for  
Technology and Communications S.A.E.  
26th July St., Touristic Zone, 6th of October  
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SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

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

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## Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$285,804 to Raya Holding for Technology and Communications S.A.E. (the “Grantee”) in accordance with a grant agreement dated July 12, 2012 (the “Grant Agreement”). This grant will support a Feasibility Study (the “Study”) that will provide a comprehensive technical analysis to guide a \$20.4 million investment in a new 1,000 m<sup>2</sup> data center with cloud computing services. The planned state-of-the-art facility will enable the Grantee to offer the scalability, security, and reliability that are necessary to meet the demanding requirements of the public and private sector in Egypt, the Middle East and Africa. The Study will include an analysis of regional market demand and develop the fundamental design requirements, business strategy and implementation plans, and procurement package for the new data center facility, among other tasks. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

### 1.1 BACKGROUND SUMMARY

Raya Holding was established in 1999 when seven leading Egyptian ICT companies merged to create the Middle East’s largest ICT company. The 3,000-employee company has four main lines of business: IT services for business applications; call center services; distribution and retail of mobile phones and other consumer electronics; and smart building development. In addition, Raya Holding serves international markets, mostly in Saudi Arabia, the Gulf and the Levant, through its Raya International Services division. In 2008, Raya Holding inaugurated its first Raya Data Center facility, in partnership with Microsoft, Hewlett Packard, Cisco, Dell, and EMC, in the neighborhood known as the 6<sup>th</sup> of October City outside of Cairo. The facility, the only ISO/IEC 27001 certified data center provider in Egypt, spans over 350 m<sup>2</sup> and offers a range of services from web servers to complex online applications, email solutions, security and storage services. Raya Holding is a Cisco Gold Certified Partner, a Microsoft Gold Certified Partner, an Oracle Certified Advantage Partner, and a HP Preferred Gold Partner, serving as both a reseller and systems integrator for the partner companies.

In response to rapidly increasing demand, Raya Holding intends to expand its data center offerings with an estimated \$20.4 million investment over three years to build a new 1,000 m<sup>2</sup> data center that includes cloud service capabilities. A full spectrum of cloud services would be offered, including solutions for private cloud deployments; co-location and hosting services; traditional ICT managed services; public cloud services for enterprises; and offerings such as Platform as a Service (PaaS)<sup>1</sup>, Infrastructure as a Service (IaaS)<sup>2</sup>, and Software as a Service

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<sup>1</sup> **Cloud Platform as a Service (PaaS).** Programming languages and tools are provided to customers through application platforms, such as java, python, .Net. The customer does not manage or control the underlying infrastructure, network, servers, operating systems or storage but the customer can host, control and develop applications to use.

<sup>2</sup> **Cloud Infrastructure as a Service (IaaS).** This is slightly different from PaaS, in that the customer can rent processing, storage, networks and other computing resources to allow the customer to deploy and run software, which can include operating systems and applications. The customer does not manage or control the infrastructure but has control over operating systems, storage, deployed applications, and occasionally networking components such as firewalls and load balancers.

(SaaS)<sup>1</sup>. Raya Holding has taken several steps to support this new data center, including the creation in February 2012 of a new line of business called the Raya Data Center; the appointment of Ms. Reem Asaad as CEO for the new data center; and the allocation of approximately \$1 million (EGP 6 million) from its 2012 budget for the purchase of land for the new data center. Raya Holding is currently evaluating land acquisition opportunities in the Cairo neighborhoods of New Cairo and Maadi.

To guide this major investment, Raya Holding requires a comprehensive analysis and feasibility study. The Study will combine technological, business and strategic planning as well as market analysis and specialized consultation on service definition and implementation planning. Specifically, the Study will: (1) research and analyze the data center and cloud services market demand in the Middle East and Africa; (2) develop a strategic plan for the data center based on an assessment of Raya Holding's current capabilities; (3) develop a business plan and vision for the data center, including risk analysis, long-term development options, financial forecasts and return on investment analysis; and (4) determine the fundamental design requirements, budget, implementation plan, and procurement package for the data center: and (5) Cloud Strategy and its design, implementation plan, procurement package)

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

## 1.2 OBJECTIVE

The objective of the Study is to provide a comprehensive technical analysis that will guide the new 1,000 m<sup>2</sup> data center with cloud computing services. The new data center will enable Raya Holding to offer the scalability, security, availability and reliability that are necessary to meet the demanding requirements of the public and private sector in Egypt, the Middle East and Africa. The Study will include an analysis of regional market demand and develop the fundamental design requirements, business strategy and implementation plans, and procurement package for the new data center facility and Public Cloud Implementation, among other tasks.

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

## 1.3 PROPOSALS TO BE SUBMITTED

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

The amount for the contract has been established by a USTDA grant of US\$285,804. **The USTDA grant of US\$285,804 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

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<sup>1</sup> **Cloud Software as a Service (SaaS)**. Software and applications are provided to customers through a client interface such as web browser. The customer does not manage the infrastructure, network, servers, operating systems, storage or applications/software capabilities with the exception of limited user-specific application configuration settings.

#### **1.4 CONTRACT FUNDED BY USTDA**

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$285,804 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support. In addition to the USTDA funding provided under this Grant Agreement and the Grantee support referenced above, the Grantee shall provide US\$71,451 in cash contributions to partially fund the costs of goods and services required for the completion of the Terms of Reference (the "Grantee Cost Share"). The Grantee shall pay the Grantee Cost Share directly to the Contractor in accordance with the procedures set forth in the Payment Schedule Requirements in Clause H(2) of the USTDA Mandatory Clauses in Annex II. The USTDA nationality requirements referenced above apply to USTDA's grant funding, but these nationality requirements do not apply to the Grantee Cost Share.

## **Section 2: INSTRUCTIONS TO OFFERORS**

### **2.1 PROJECT TITLE**

The project is called the Egypt: Raya Data Center and Cloud Services Feasibility Study.

### **2.2 DEFINITIONS**

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

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

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

### **2.3 DEFINITIONAL MISSION REPORT**

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

### **2.4 EXAMINATION OF DOCUMENTS**

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

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

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

## **2.5 PROJECT FUNDING SOURCE**

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$285,804. In addition to the USTDA funding provided under this Grant Agreement, the Grantee shall provide US\$71,451 in cash contributions to partially fund the costs of goods and services required for the completion of the Terms of Reference (the “Grantee Cost Share”). The Grantee shall pay the Grantee Cost Share directly to the Contractor in accordance with the procedures set forth in the Payment Schedule Requirements in Clause H(2) of the USTDA Mandatory Clauses in Annex II.

## **2.6 RESPONSIBILITY FOR COSTS**

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

## **2.7 TAXES**

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

## **2.8 CONFIDENTIALITY**

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

## **2.9 ECONOMY OF PROPOSALS**

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

## **2.10 OFFEROR CERTIFICATIONS**

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

## **2.11 CONDITIONS REQUIRED FOR PARTICIPATION**

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3. Refer to Section 1.4 of this RFP for additional information on the applicability of USTDA's Nationality Requirements.

## **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:

Ms. Reem Asaad  
Data Center CEO and Corporate Secretary for Raya Holding for Technology and  
Communications S.A.E.  
26th July St., Touristic Zone, 6th of October  
12568 Cairo, Egypt  
Tel: +202.3827.6000  
Fax: +202.3827.6001  
Email: [reem\\_asaad@rayacorp.com](mailto:reem_asaad@rayacorp.com)

**An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 PM LOCAL TIME, on NOVEMBER 18, 2012. In addition, an electronic copy of the proposal must be submitted on CD-ROM along with the hard copies.**

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

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

## **2.14 PACKAGING**

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

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

## **2.15 OFFEROR'S AUTHORIZED NEGOTIATOR**

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

## **2.16 AUTHORIZED SIGNATURE**

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

## **2.17 EFFECTIVE PERIOD OF PROPOSAL**

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

## **2.18 EXCEPTIONS**

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

## **2.19 OFFEROR QUALIFICATIONS**

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

## **2.20 RIGHT TO REJECT PROPOSALS**

The Grantee reserves the right to reject any and all proposals without obligations or providing reason.

## **2.21 PRIME CONTRACTOR RESPONSIBILITY**

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

Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

## **2.22 AWARD**

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

## **2.23 COMPLETE SERVICES**

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

## **2.24 INVOICING AND PAYMENT**

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

### **Section 3: PROPOSAL FORMAT AND CONTENT**

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

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

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$285,804, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal, as well as an electronic copy of the proposal on CD-ROM. Proposals received by fax cannot be accepted.

Each proposal must include the following:

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

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

#### **3.1 EXECUTIVE SUMMARY**

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

### **3.2 U.S. FIRM INFORMATION**

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

### **3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL**

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

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

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

### **3.4 TECHNICAL APPROACH AND WORK PLAN**

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

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

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

### **3.5 EXPERIENCE AND QUALIFICATIONS**

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project.

The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

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

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

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

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

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

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

The contractor's team should consist of senior members with at least 10 years of relevant experience in the following areas:

- Market and business analysis;
- Data center design;
- Cybersecurity systems and technology;
- Cloud services and architecture;
- Economic benefit analysis; and
- Working experience in the Middle East and North Africa.

Specifically, the following technical evaluation criteria will be used for the evaluation of proposals and the selection of a U.S. contractor to perform the USTDA-funded feasibility study.

**Technical Approach - 30 points**

The technical approach evaluation will rely on the soundness of the approach proposed by the contractor for conducting the market analysis, assessment of the Raya data center line of business and development of strategic and implementation plans, and is to include partnership and marketing strategy implementation and procurement plans, documentation, and other tasks listed in the Terms of Reference. The degree to which the proposal demonstrates an understanding of the requirements will be evaluated. Additionally, the feasibility of the technical approach will be considered.

**Management Approach - 20 points**

The proposal will be evaluated on how the contractor plans to organize staff and manage the project, as well as the contractor's planned management of consultants and subcontractors, if applicable. The contractor's quality management plan will be also evaluated as part of the management approach.

**Team Personnel - 30 points**

The education, technical and managerial experience, skills, and accomplishments of the proposed personnel will be evaluated to determine the degree to which they possess the qualifications to perform their proposed role in the project. Also, the proposed team's practical experience in conducting similar studies, experience in the Middle East and North Africa region and knowledge of logistics required for effective delivery in Egypt will be considered in the evaluation.

**Firm Technical Capability and Past Performance - 20 points**

The contractor's overall technical capability and past performance in similar projects, with emphasis in past performance in the Middle East, North Africa and Sub-Saharan Africa regions, will be assessed. The contractor's past performance on related projects will be evaluated to determine successful performance, quality and timeliness of delivery, proactive management and customer overall satisfaction. Offerors should include references to awarded projects in the Middle East, North Africa and Sub-Saharan Africa regions in the last 10 years that focus on research and analysis of data centers (with more favor given to projects with cloud services), market demand, and fundamental design requirements including budgets, implementation plans, and procurement packages.

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

Price will not be a factor in contractor selection.

# **A N N E X 1**

MS. REEM ASAAD, DATA CENTER CEO AND CORPORATE SECRETARY FOR RAYA HOLDING FOR TECHNOLOGY AND COMMUNICATIONS S.A.E., 26<sup>TH</sup> JULY ST, TOURISTIC ZONE, 6<sup>TH</sup> OF OCTOBER, 12568 CAIRO, EGYPT, TEL.: +202.3827.6000, FAX: +202.3827.6001, EMAIL: REEM\_ASAAD@RAYACORP.COM

EGYPT: FEASIBILITY STUDY: RAYA HOLDING DATA CENTER AND CLOUD SERVICES PROJECT

POC: Robin Yavuz, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Egypt: Feasibility Study: Raya Holding Data Center and Cloud Services Project. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study for the Raya Holding Data Center and Cloud Services Project.

Raya Holding was established in 1999 when seven leading Egyptian ICT companies merged to create the Middle East's largest ICT company. The 3,000-employee company has four main lines of business: IT services for business applications; call center services; distribution and retail of mobile phones and other consumer electronics; and smart building development. In addition, Raya Holding serves international markets, mostly in Saudi Arabia, the Gulf and the Levant, through its Raya International Services division. In 2008, Raya Holding inaugurated its first Raya Data Center facility, in partnership with Microsoft, Hewlett Packard, Cisco, Dell, and EMC, in the neighborhood known as the 6<sup>th</sup> of October City outside of Cairo. The facility, the only ISO/IEC 27001 certified data center provider in Egypt, spans over 350 m<sup>2</sup> and offers a range of services from web servers to complex online applications, email solutions, security and storage services. Raya Holding is a Cisco Gold Certified Partner, a Microsoft Gold Certified Partner, an Oracle Certified Advantage Partner, and a HP Preferred Gold Partner, serving as both a reseller and systems integrator for the partner companies.

In response to rapidly increasing demand, Raya Holding intends to expand its data center offerings with an estimated \$20.4 million investment over three years to build a new 1,000 m<sup>2</sup> data center that includes cloud service capabilities. A full spectrum of cloud services would be offered, including solutions for private cloud deployments; co-location and hosting services; traditional ICT managed services; public cloud services for enterprises; and offerings such as Platform as a Service (PaaS), Infrastructure as a Service (IaaS), and Software as a Service (SaaS). Raya Holding has taken several steps to support this new data center, including the creation in February 2012 of a new line of business called the Raya Data Center; the appointment of Ms. Reem Asaad as CEO for the new data center; and the allocation of approximately \$1 million (EGP 6 million) from its 2012 budget for the purchase of land for the new data center. Raya Holding is currently evaluating land acquisition opportunities in the Cairo neighborhoods of New Cairo and Maadi.

To guide this major investment, Raya Holding requires a comprehensive analysis and feasibility study. The Study will combine technological, business and strategic planning as well as market analysis and specialized consultation on service definition and implementation planning. Specifically, the Study will: (1) research and analyze the data

center and cloud services market demand in the Middle East and Africa; (2) develop a strategic plan for the data center based on an assessment of Raya Holding's current capabilities; (3) develop a business plan and vision for the data center, including risk analysis, long-term development options, financial forecasts and return on investment analysis; and (4) determine the fundamental design requirements, budget, implementation plan, and procurement package for the data center and (5) Cloud Strategy and its design, implementation plan, procurement package)

The U.S. firm selected will be paid in U.S. dollars from a \$285,804 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 portions of a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901.

To request the RFP in PDF format, please go to:

<https://www.ustda.gov/businessops/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP.

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

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

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00 PM LOCAL TIME, NOVEMBER 18, 2012 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

# ANNEX 2

## EGYPT'S ICT BACKGROUND INFORMATION

### ICT Landscape in Egypt

Information Communications Technology (ICT) is one of the fastest-growing sectors in Egypt and is playing an important role in Egypt's development. Since the late 1990s, the government of Egypt (GoE) has made deregulation and development of the telecommunications sector a priority. The Egyptian Ministry of Information and Communications Technology's (MCIT) sector development policy was translated into a comprehensive unified law, *The Telecommunication Act*, which was ratified by the Egyptian Parliament in 2003. Furthermore, the GoE has worked hard to improve the ICT investment climate with a number of recent reforms, which include:

- World Trade Organization (WTO) agreements slashing trade barriers for ICT products/services;
- A new investment regime that allows full repatriation of profits, unrestricted ownership of investment capital, elimination of price controls and reduced tax rates;
- Partial privatization of Telecom Egypt (TE) and other state-owned enterprises; and
- Free zones and special economic zones, that provide even more incentives for ICT companies, including low-cost, real estate, low tax rates and other benefits.

The MCIT, in cooperation with the Organization for Economic Cooperation and Development (OECD) and the Egyptian Center for Economic Studies (ECES), carried out a study, entitled "*Egypt's Information and Communications Technology Sector: Performance, Growth and Key Challenges*," to analyze the current and potential contributions of Egypt's ICT sector to the national economy, and to compare Egypt's ICT competitiveness to that of the five countries in the OECD Enhanced Engagement Program – Brazil, China, India, Indonesia and South Africa. The study concluded that Egypt's ICT sector is highly-competitive, especially with regard to pricing, and noted the sector's role in economic development in Egypt.

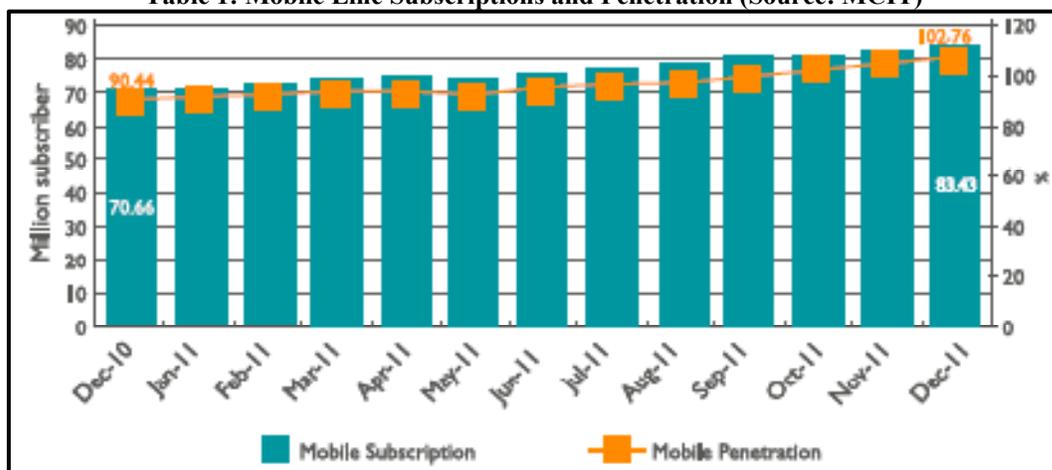
Egypt's ICT indicators, as reported by the MCIT, demonstrate the sector's growth rate and are provided below. We focused on monthly growth rates, during the last year (2011), which are of specific concern to U.S. companies due to the Revolution's current short-term impact on the economy. Most U.S. businesses remain positive in regards to the long-term benefit of the Egyptian Revolution, especially in terms of increasing transparency and fighting corruption. However, there is considerable concern regarding the short-term economic impact, in light of the current political interim situation.

As will be shown by the indicators in the tables and figures below, Egypt's ICT sector continued to demonstrate a healthy and steady growth rate over the last 12 months, including the 11 months after the January 2011 Revolution.

#### Mobile Lines Subscriptions

Indicator	Unit	Dec 2010	Nov 2011	Dec 2011	Monthly Growth Rate (%)	Annual Growth Rate (%)
Mobile Subscription	Million Subscriptions	70.66	81.70	83.42	2.12	18.06
Mobile Penetration	%	90.44	100.79	102.76	1.97	12.32

**Table 1: Mobile Line Subscriptions and Penetration (Source: MCIT)<sup>1</sup>**



**Figure 1: Mobile Line Subscriptions and Penetration (Source: MCIT)**

Internet

More than 23 million Egyptians regularly surf the Internet, of which 1.4 million subscribers have an ADSL line (Table 3). Each month approximately 25,000 people sign up for an Internet connection. For those homes without ADSL, every landline can access the Internet through dialup at the cost of a local phone call. In Table 3, we see the breakdown of Internet users by mode of access, including mobile and USB modem users, as of August 2010. WiFi networks are provided across Egypt by businesses, restaurants and cafes for their customers. One of the main factors holding the Internet back in Egypt has been the deficiency of online content in Arabic. However, Egypt has the largest number of bloggers in the Arab World.

Indicator	Unit	Dec 2010	Nov 2011	Dec 2011	Monthly Growth Rate (%)	Annual Growth Rate (%)
Internet Users	Million Users	23.02	28.52	29.01	1.72	26.01
Internet Penetration	%	29.47	35.19	35.73	0.55	6.27
International Internet Bandwidth	Gbps	122.30	185.74	185.74	..	51.88
Proportion of Households Using Internet from Home	%	32.19	36.44	37.32	0.88	5.15

**Table 2: Internet in Egypt (Source: MCIT & NTRA)**

<sup>1</sup> ICT Indicators in Brief, January 2012, Monthly Issue, [www.mcit.gov.eg/Publications](http://www.mcit.gov.eg/Publications), [www.egyptindicators.gov.eg](http://www.egyptindicators.gov.eg)

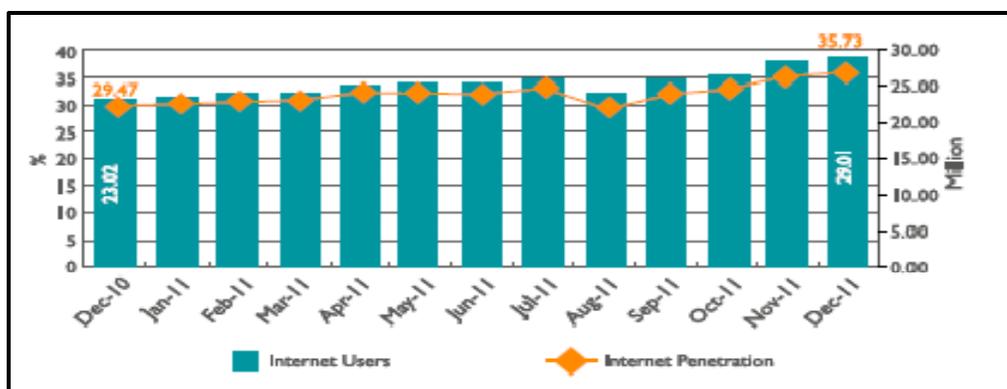


Figure 2: Internet Users Graph (Source: MCIT)

Indicator	Unit	Dec 2010	Nov 2011	Dec 2011	Monthly Growth Rate (%)	Annual Growth Rate (%)
ADSL Subscription	Million Subscriptions	1.40	1.75	1.80	2.68	28.22
Mobile Internet Users	Million Users	7.85	8.09	10.73	32.66	36.74
Proportion of Mobile Internet Users of Total Mobile Subscription	%	11.11	9.90	12.86	2.96	1.76
Proportion of Mobile Internet Users of Total Internet Users	%	34.09	30.80	36.69	5.90	2.60
USB Modem Subscription	Million Subscriptions	1.47	2.60	2.68	3.20	82.15
Proportion of Broadband Internet Users of Total Internet Users	%	86.25	88.25	89.45	1.20	2.93

Table 3: Internet Users by Mode of Access (Source: MCIT)

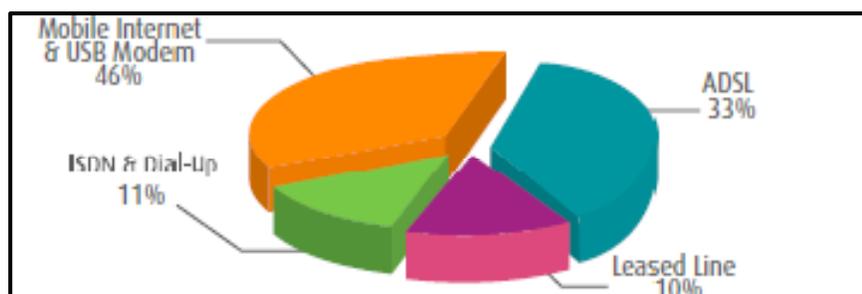


Figure 3: Internet Users by Mode of Access (Source: MCIT)

Fixed-Line Subscriptions

The development of the telecom sector in Egypt has been positive over the last decade. The mild decline of fixed-line subscriptions, which is seen as a short-term issue, can be attributed to the fact that for some customer segments, prepaid mobile service has become a less expensive option over the last few years. According to Tarek Tantawy, Telecom Egypt’s CEO, every 10% increase in broadband penetration leads to a 1.5% increase in gross domestic product (GDP). Accordingly, most of Egypt’s fixed-line infrastructure investment and policy planning is now centered on increasing and upgrading fixed-line infrastructure networks in terms of coverage and speed.”<sup>1</sup>

<sup>1</sup> The Report Egypt 2011, Oxford Business Group

Indicator	Unit	Dec 2010	Nov 2011	Dec 2011	Monthly Growth Rate (%)	Annual Growth Rate (%)
Local Exchange Capacity	Million Lines	14.50	14.60	14.61	0.07	0.74
Fixed-Line Subscription	Million Subscriptions	9.62	8.64	8.71	0.83	-9.40
Fixed-Line Penetration	%	12.24	10.84	10.91	0.07	-1.33
Number of Local Exchanges	Exchanges	1687	1695	1695	0.00	0.47
Number of Local Exchanges in Rural Areas	Exchanges	1193	1197	1197	0.00	0.34

**Table 4: Fixed Telephone Line Subscription and Penetration (Source: MCIT, NTRA & Telecom Egypt)<sup>1</sup>**

### Ministry of Communications and Information Technology (MCIT)

The MCIT is the government body responsible for ICT in Egypt. Established in 1999, the MCIT is responsible for the planning, implementation and operation of government plans and strategies related to ICT. The Ministry is led by the Minister of Communications and Information Technology, who is nominated by the Prime Minister and is a member of the cabinet. The current Minister of Communications and Information Technology is Mr. Hany Mahmoud. Mr. Hany Mahmoud was appointed as ICT Minister on August 2012. The MCIT has its headquarters in Smart Village Egypt (Cairo).

Between 2007 and 2010, the MCIT completed the implementation of their latest strategy plan with the objective of further liberalizing the sector, emphasizing the role of ICT development, building and off-shoring and outsourcing industry and expanding ICT exports. The success of the ICT strategy during 2007 and 2010 was reflected in the strong and steady performance of the ICT sector. The ICT sector in Egypt maintained a growth rate of 12-15%, on average, during this period. The sector also contributed more than \$12 billion to the Treasury from 2003 to 2010 from licenses, sales taxes and customs tariffs. In 2011, the MCIT decided to move to the next level to enhance Egypt's global competitiveness in the ICT sector with the target to become the primary regional hub for innovation by 2020. The MCIT developed "*The Technology Innovation and Entrepreneurship Strategy, 2011-2014*" document that details the strategic plan to positively influence Egypt's development through an innovative ICT sector. The plan focuses on multiple initiatives under three main categories:

- Establishing The Foundation of Innovation and Entrepreneurship
- Empowering Businesses
- Recognizing Innovation and Entrepreneurship

### National Telecommunications Regulatory Authority (NTRA)

The National Telecommunications Regulatory Authority (NTRA) was established in accordance with the provision of Egyptian Law No. 10, for the year 2003, "*The Telecommunications Regulation Law*," as a national authority to administer the telecommunications sector, considering transparency, open competition, universal service

<sup>1</sup> ICT Indicators in Brief, January 2012, Monthly Issue, [www.mcit.gov.eg/Publications](http://www.mcit.gov.eg/Publications), [www.egyptindicators.gov.eg](http://www.egyptindicators.gov.eg)

and protection of user rights as a general outline for the NTRA's scope of work. The state provides the national and international policies owning the scarce resources, regulating and enforcing fundamentals and ethics of fair competition among industry players, while protecting the consumers' rights.

Led by Dr. Amr Badawi, NTRA Executive President, NTRA, established the capacity and the reputation, which allows it to be an independent and prudent arbitrator among the different stakeholders in the sector, the industry, the state and the consumer. Despite Egypt's successes in the ICT sector, it still lags behind in broadband access. Mobile and Internet penetration rates are relatively low in comparison with the rest of the world. By the end of 2011, the number of ADSL subscribers in Egypt amounted to 1.8 million subscribers, and the number of mobile broadband subscribers amounted to 2.5 million subscribers.

### **National Broadband Plan e-MISR**

In November 2011, the NTRA published the Egypt National Broadband Plan (e-MISR). The e-MISR was developed as policymakers in Egypt considered broadband as the engine for development. eMISR is a National Broadband Plan that proposes different strategic directives to meet Egypt's broadband service needs. The key strategic objectives of the eMISR plan are:

- Recognize Egypt as a frontrunner in digital communications,
- Increase job opportunities,
- Stimulate economic growth nationwide and foster social cohesion,
- Harmonize with other sectors in the government to improve the quality of life for all citizens,
- Avoid an increased digital divide within Egypt.

According to the eMISR National Broadband Plan, the projected subscriber numbers for broadband services will surpass 12.5 million subscribers by 2015. The annual revenues from broadband services in Egypt are projected to amount to \$ 2.88 billion in 2015. The estimated investment required over the 4-year forecast period - to achieve the set availability, penetration, and social targets - are projected to be in the range of \$2.40 billion to \$3.95 billion. These estimated figures represent the total investment needed by the sector. In addition to private sector investment, government stimulation may be needed to encourage investment in areas where deploying broadband services may not be economically viable. To encourage investment in such areas, it is assumed that government stimulation of up to 20% of the total needed investment would be required. On the other hand, and in order to stimulate the demand needed for a successful broadband diffusion, an investment in the range of \$350 million will be needed over four years.

According to eMISR, the overall investment needed to develop the broadband market, is expected to have a positive impact on the Egyptian economy in terms of productivity (GDP) and job creation. It is estimated that by achieving the 2015 targets alone, broadband will create 6,650 to 17,500 direct jobs on average per year, and will result in an incremental cumulative contribution to GDP of \$4.17 billion.

The NTRA is currently working on developing an implementation plan for eMISR and expected to complete it by June/July 2012.

## Local ICT Companies in Egypt

The Egyptian ICT companies have grown dramatically over the last decade and several Egyptian ICT companies have become major regional and international players. A few examples of these Egyptian ICT companies are:

- Egyptian Orascom Telecom, established in 1998, is one of the world's top emerging-markets' mobile network operators, operating in Algeria, Pakistan, Tunisia, Bangladesh, and North Korea. Orascom Telecom also holds an indirect equity in Wind Canada, and has been granted spectrum licenses in Canada.
- Raya Holding, based in Cairo, was established in 1999 when 7 leading IT companies in Egypt decided to merge together to create the Middle East's largest ICT company. Raya operates mainly in four lines of business, namely information technology, contact center, trade line of business and smart buildings development. Along with its four lines of business, Raya Holding has recently expanded its portfolio by adding two new companies to its subsidiaries' list, namely OSTOOL for land and river transport and BariQ for plastic recycling and re-manufacturing. In 2005, the company got listed in the Egypt Stock Exchange (EGX). With 3,000 employees, the group has branches in Saudi Arabia, the Gulf, Algeria, Nigeria and the US A. It caters to a worldwide customer base, including the U.S., Europe, Australia and the Middle East.
- Summit Holding is a leading information and communications technology and business solutions provider, serving clients throughout the Middle East, North Africa and Asia. Established in 2003, Summit's offerings cover all areas of ICT from consulting, analysis, planning, design, development, testing and implementation of ICT systems to maintenance, upgrading and advisory services. Egypt serves as Summit's center of operations with overseas branches in Algeria, Pakistan, Dubai and more to come.
- ITWorx is the largest software professional services firm in Egypt and offers portals, business intelligence, Service-Oriented Architecture (SOA) and application development to top global companies, including many U.S. companies, Microsoft and Carrier.
- SysDSoft, is among the first Egyptian research-intensive technology development companies, including such technologies as Worldwide Interoperability for Microwave Access (WiMAX), WiFi, Bluetooth and wireless USB. Most of SysDSoft's assets have been recently acquired by U.S. giant, Intel Corporation.

## U.S. ICT Companies in Egypt

Several U.S. ICT companies have established offices in Egypt, and have been active in the Egyptian market for more than three decades such as IBM, Microsoft, Oracle, Cisco, Intel, HP, EMC, and Alcatel-Lucent. Furthermore, a large number of major U.S. firms have utilized their Egyptian offices to serve the Middle East region. The ICT companies are very well positioned in Egypt and have a strong relationship with the MCIT and various government agencies. These companies have played a key role in the ICT growth in Egypt during the last decade.

## RAYA DATA CENTER AND CLOUD SERVICES PROJECT

### Executive Summary

Raya Holding was established in 1999 when seven leading IT companies in Egypt decided to merge together to create the Middle East’s largest ICT company. In 2005, the company was listed in the Egyptian Exchange (EGX). In addition, to its primary lines of business, Raya Holding owns shares in several other companies. With 3,000 employees, the group has branches in Saudi Arabia, the Gulf, Algeria, Nigeria and the USA. Raya Holding has four lines of business, namely IT, contact center, consumer electronics trade and smart buildings. Raya contact center offers various business process outsourcing services including: customer service, technical support, inbound sales, and telemarketing.

In 2008, Raya inaugurated its Raya Data Center facility. The facility spans over 350 square meters and supports fiber optic/wireless broadband connectivity, air quality control, and redundant and emergency power supply measures. Raya would like to expand its Data Center service offering and to build infrastructure required to offer cloud services. Raya has requested funding from the USTDA for a feasibility study (FS) to build a new 1,000-square-meter data center and cloud services. The FS will combine business, strategic and technological planning, as well as, market analysis and specialized consultancy on service definition and implementation planning. The objectives of the feasibility study can be summarized in the following:

- Research and analyze the data centers and cloud services market demand in the Egypt, Middle East and Africa region.
- Assess Raya’s current capability and develop a strategic plan for the newly-created data center line of business
- Develop a clear business case and vision for Raya’s newly-established data center line of business to guide Raya senior management and investors. The business plan should include business description and risk analysis, long-term development options, financial forecasts and return on investment analysis.
- Determine the fundamental design requirements, budget, implementation plan and procurement package.
- Cloud Strategy its design, implementation plan, and procurement package

### Project Description

Raya Holding was established in 1999 when seven leading IT companies in Egypt decided to merge together to create the Middle East’s largest ICT company. In 2005, the company was listed in the Egyptian Exchange (EGX). In addition, to its primary lines of business, Raya Holding owns shares in several other companies. With 3,000 employees, the group has branches in Saudi Arabia, the Gulf, Algeria, Nigeria and the USA. Raya Holding has four lines of business, namely IT, contact center, consumer electronics trade and smart buildings. In 2008, Raya inaugurated its Raya Data Center facility. The facility spans over 350 square meters and supports fiber optic/wireless broadband connectivity, air quality control, and redundant and emergency power supply measures. Table 5, below, provides a summary of the current Raya Data Center facility.

<b>Area</b>	350 square meters
<b>Location</b>	6 <sup>th</sup> of October City

<b>Certification</b>	ISO/IEC 27001:2005; ITIL Compliant
<b>Partners</b>	Microsoft, HP, Cisco, Dell, EMC, Microsoft
<b>Disaster Recovery</b>	Fully-equipped disaster recovery site in Maadi Park - Cairo
<b>Power Systems</b>	<ul style="list-style-type: none"> <li>• redundant electrical power supply sources (22 KV ring main units)</li> <li>• 2N emergency diesel generators (1000 KVA each)</li> <li>• 2N hot-standby MGE Galaxy UPS ( 500 KVA Each ) connection to provide continuous power supply with A/B configuration at rack level</li> </ul>
<b>Connectivity</b>	<ul style="list-style-type: none"> <li>• Redundant Fiber optics connections from two different exchanges</li> <li>• Copper connections</li> <li>• Broadband wireless connections</li> </ul>
<b>Physical Security</b>	<ul style="list-style-type: none"> <li>• Access control system (biometrics and card readers)</li> <li>• 60 cameras in all exterior and interior locations and entrances with real-time monitoring console , recording and archiving</li> <li>• Fire Alarm and Fire Fighting System FM 200</li> <li>• Emergency Lighting and Exit Signage</li> </ul>
<b>Climate Control</b>	<ul style="list-style-type: none"> <li>• N+1 redundant cooling system</li> <li>• High heat absorption capacity</li> <li>• Air quality control</li> </ul>
<b>Building Management system</b>	<ul style="list-style-type: none"> <li>• Managing 27 systems in one portal to proactively monitor/control data center facility</li> </ul>
<b>Dedicated Team</b>	<ul style="list-style-type: none"> <li>• <b>7/24/365</b> Network Operations Center team</li> <li>• <b>7/24/365</b> Maintenance team</li> <li>• <b>7/24/365</b> Security team</li> </ul>
<b>Service Offering</b>	<ul style="list-style-type: none"> <li>• Managed hosting services</li> <li>• Co-Location services</li> <li>• Professional services</li> <li>• OUTSOURCING SERVICES</li> <li>• DISASTER RECOVERY SERVICES</li> <li>• CLOUD COMPUTING SERVICES (under development)</li> </ul>

**Table 5: Current Raya Data Center Facility**

Raya Data center currently serves various clients from multiple sectors including: the financial sector, government and general businesses. Figure 4, below, depicts some of Raya’s current data center clients.



Figure 4: Raya Data Center Clients

With the growing need for data centers and cloud services, Raya holding plans to build a new 1,000-square-meter, Multi-tiering ( including Tier 4 ) data center to support different market segments and market need, Data Center facility. Raya took several steps in preparation for this project.

- Raya created a new line of business for the Data Center and has appointed a CEO for the new center.
- The company allocated \$ 1 million from its budget for 2012 for the purchase of land for the new data center.

The new Raya Data Center is to be built in a new location, with investments of \$20 million over a period of three years. Raya Holding normally finances its projects through 50% equity and 50% from bank loans.

This project is expected to be implemented and financed in three phases over a period of three years. The details of the implementation phases will be subject to the recommendation of the feasibility study.

The new project will enable Raya to offer the scale, security and reliability necessary to meet the demanding requirements of enterprises and governments in Egypt, the Middle East and Africa, with a state-of-the-art, Multi-tiering ( including Tier 4 ) data center to support different market segments and market need, data center and a comprehensive portfolio of secure solutions. The new service offering will realize the power and promise of the cloud, today. It will offer services and solutions in every part of the cloud services continuum from private cloud deployments and traditional IT managed services to public cloud services for enterprises that deliver flexibility and choice. Cloud services will include Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS).

However, Raya management and stakeholders need a comprehensive analysis and feasibility study to guide this major investment. Raya requested the USTDA's support to perform the

required feasibility study at this early stage of the project, when technology options and project requirements are being defined.

The feasibility study will combine business, strategic and technological planning as well as market analysis and specialized consultancy on service definition and implementation planning. The objectives of the feasibility study can be summarized as follows:

- Research and analyze the data center and cloud services market demand in the Middle East and Africa.
- Assess Raya's current capability and develop a strategic plan for the newly-created data center line of business.
- Develop a clear business case and vision for Raya's newly-established data center line of business, guiding Raya senior management and investors. The business plan should include business description, risk analysis, long-term development options, financial forecasts and return on investment analysis.
- Determine the fundamental design requirements, budget, implementation plan, and procurement package in accordance to the results of the above tasks.
- Cloud Strategy its design, implementation plan, and procurement package

### **Project Sponsor's Capabilities and Commitment**

Raya Holding is the proposed sponsor for this project. The main point of contact for this project will be Ms. Reem Asaad, Raya Data Center CEO. The project also has the commitment and support of Mr. Medhat Khalil, Chairman and CEO, of Raya Holding. Raya was established in 1999 when seven leading IT companies in Egypt decided to merge together to create the Middle East's largest ICT company. Raya has branches in Saudi Arabia, the Gulf, Algeria, Nigeria and the U.S. Raya Holding has the following four lines of business:

### **Raya for Information Technology**

Through its Information Technology division, Raya provides businesses with the ideal mix of technology solutions to meet the unique requirements of their operations. The division provides clientele in Egypt with a broad spectrum of world-class technology products, in addition to offering numerous value-added services to their businesses. The IT business is predominantly project-based, addressing both private and public sectors. The services Raya offers include infrastructure services, business applications and solutions, as well as, outsourcing services.

### **Raya International Services**

Raya has also grouped all its international IT business under Raya International Services, serving international markets with a special focus on Saudi Arabia, the Gulf and the Levant. Raya International Services offers its regional clients an ideal mix of IT solutions, including but not limited to business solutions and software development services.

## Raya Trade

The company's trade division caters primarily to the consumer market through three main functions: distribution, retail, and maintenance services for cellular phones and IT products under global brand names. The portfolio of products offered through the retail function include: cellular phones predominantly under the Nokia brand name, as well as, Samsung and Sony Ericsson. The IT product portfolio includes a range of computers, peripherals, and other accessories under brands, such as Hewlett Packard, Dell, Xerox, 3Com, D-Link, Intel and Microsoft.

## Raya Contact Center

In recent years, Raya has been a vigorous competitor in offering call-center services, whether local or offshore, with the vision of expanding further and becoming a pioneer in call-centers in the Middle East. This line of business consists of inbound and outbound call-center services, professional, value-added and non-voice services, as well as, inside, sales channel management services. The Raya Contact Center is an ISO 9001 and Customer Operations Performance Center Incorporated (COPC) certified call-center, helping organizations achieve business objectives with greater cost-efficiency and risk mitigation. Raya has more than 2,200 trained and International Customer Service Association (ICSA) certified agents to fulfill customer needs, 24 hours a day, 7 days a week. It deploys call center best practices and utilizes the systems and processes needed to maximize the value of each customer interaction.

## Raya Smart Buildings

Raya Holding expanded its investments into the smart buildings development market through the establishment of Raya Smart Buildings. The new company's strategy is to develop smart office/commercial building complexes, leveraging Raya's comprehensive and well-grounded expertise in IT systems and the infrastructure industry.

Raya Smart Buildings develops environment-friendly, smart building complexes for corporate and commercial businesses, according to the Leadership in Energy and Environmental Design (LEED) standards, with genuine infrastructure and a variety of IT systems. The systems involve state-of-the-art technologies that include IP telephony, video surveillance, infrastructure networks, videoconferencing, security, digital signage and energy management. Also, Raya Lease is planning to establish a facility management function to manage its future buildings and properties.

Raya has established strong business relationships with many companies and became a business partner with several large, international companies. Figure 5, below, depicts a sample of Raya's current business partners and corporate certifications:



Figure 5: Raya Business Partners

Raya also has an extensive list of clients, and a strong past performance in implementing large-scale projects. Figure 6, below, lists a sample of Raya clients in Egypt.



Figure 6: Sample of Raya’s Clients

In summary, the information gathered during the DM demonstrated a strong commitment from Raya senior executives to support this project and also demonstrate Raya’s capability to successfully implement the project. These evidences can be summarized in the following:

- ✓ Strong executive management team;
- ✓ Strong Cooperative governance;
- ✓ A strong dedicated workforce of over 3,000 employees;
- ✓ A newly-established Data Center Line of Business with a dedicated CEO and team;
- ✓ Track Record of successful mega projects implementation, alliances with international vendors and partners and corporate certifications;
- ✓ A track record in establishing and expanding new companies and lines of business;
- ✓ Compound Annual Growth Rate of 11.5% for revenue during the period of 2006-2010;
- ✓ Compound Annual Growth Rate of 7.56% for profit during the period of 2006-2010;
- and
- ✓ Strong financial capability

### Implementation Financing

The new Raya Data Center and Cloud Services is estimated to cost around US\$ 20 million over three years. Raya’s investment strategy is normally to fund new projects through a 50% equity and 50% loan strategy. Raya has successfully implemented this strategy in several of its projects and was always capable of securing loans from financial institutions. Currently Raya has line of credit with both National Societe Generale Bank (NSGB -Giza Branch - Phone No.33311152) and HSBC Bank (Gezerat Al Arab Branch – Dokki-Giza-phone

No.33370481). Raya is planning to approach them in the future among other financial institution for negotiating potential loans.

Table 6, below, lists some examples of Raya investment during the last few years.

Company Name	Sector	Year	Total Investment in \$	% of Raya Ownership
BariQ	Recycling and remanufacturing of plastic materials	2010	\$3,875,000	93%
Ostool	Logistics and Cargo land transport company	2010	\$750,000	45%
Fawry	Banks Technology and Electronic Payment	2008/2009	\$3,775,895	29%
IBS	Manufacturing and distributing of liquid crystal display (LCD) and the sale of projectors, digital cameras, computers	2010	\$1,666,667	49%
Rameda	Egyptian Pharmaceutical company	2011	\$9,163,750	28.8%
Raya Social Media	Online Platform for Social Media	2011	\$254,000	100%
RSB	Green & Smart Office/commercial building complexes	2008-2009	\$12,705,833	99%
Total			\$33,682,145	

**Table 6: Raya's Recent Investment**

Raya may also seek U.S. equity investment through partnering with other U.S. companies. However, the target is still that 50% will be financed through Raya equity. The economic and financial analysis tasks in the terms of reference (ToR) are, therefore, oriented towards an overall economic/financial justification to Raya in its pursuit of internal and external financing.

RGITC reviewed the potential of financing options for the project implementation by Overseas Private Investment Corporation (OPIC) and U.S. Export-Import Bank (Ex-Im Bank)

### o U.S. Export Potential

The total estimate for the project is around \$20 million. U.S. providers have a very strong competitive advantage for the majority of hardware, software and services required to build the Raya Data Center. The estimated export potential would be in the range of \$18 million as detailed in Table 7, below.

	QTY	Unit Value	Total Value	Potential U.S. Suppliers	Potential Export Opportunity

<b>Buildings</b>			1,800,000		0
Acquisition of space- 1,000 m2	1000			Local	
Installation Services	1000			Local	
Elevated Technical Room	2000			Local	
<b>Climate Control System</b>					
CRAC Units (24 unit x 20 Cooling Ton/each)	24	75,000	1,800,000	York, Carrier	1,800,000
Chillers (3 x 300 cooling Ton/each - double Cell cooling Tower - Heat exchanger - Chilled water Pumps)	3	300,000	900,000	York, Carrier	900,000
Installation Services	1		300,000		300,000
<b>Electric Power Provision</b>					
UPS - 1000 KVA	4	100,000	400,000	APC	400,000
Emergency Generator	4	120,000	480,000	Caterpillar, Kohler	480,000
Dual Transfer Electrical Panels	2	350,000	700,000	ABB Schneider	700,000
Power Distribution Panels	4	50,000	200,000	ABB Schneider	200,000
Power Strips with Remote Access	1000	750	750,000	ABB Schneider	750,000
Sub Station	2	50,000	100,000	ABB Schneider	100,000
Installation Services	1	920,000	920,000	ABB Schneider	920,000
Fire Detection	1	70,000	70,000	SimplexGrinnel	70,000
Fire Suppression System	1	120,000	120,000	SimplexGrinnel	120,000
Access Control	1	45,000	45,000	HID, Kanteck	45,000
CCTV for Physical Security	2	70,000	140,000	PELCO	140,000
Grounding System	3	70,000	210,000	ABB Schneider	210,000
Building Management System	1	85,000	85,000	Johnson Controls	85,000
<b>NOC- Network Operation Center</b>	2	45,000	90,000		90,000
<b>Connectivity Rooms</b>					
Protected Racks	4	2,500	10,000	HP - SUN	10,000
Local Switches	4	100,000	400,000	CISCO, Juniper	400,000
Fiber Cables to Exchanges	2	300,000	600,000	CommScope	600,000
WiMAX	2	30,000	60,000	Red Line- Motorola	60,000
Access Switches	20	4,000	80,000	Cisco- Juniper	80,000
Structure Cabling System	2000	360	720,000	CommScope	720,000
<b>Data Center Hardware and Data Security</b>					
Blade Servers	96	9,000	864,000	HP - Cisco - DELL	864,000
	<b>QTY</b>	<b>Unit Value</b>	<b>Total Value</b>	<b>Potential U.S. Suppliers</b>	<b>Potential Export Opportunity</b>
Blade Enclosures	6	20,000	120,000	HP - Cisco - DELL	120,000

HA Storage (120 Terabyte)	4	75,000	300,000	EMC- HP - NET APP - IBM	300,000
Racks	12	5,500	66,000	IBM - HP - SUN	66,000
Tape Libraries	4	17,000	68,000	HP - SUN	68,000
Firewalls- Next generation	4	65,000	260,000	Palo Alto- Stone Gate	260,000
Encryption	4	54,000	216,000	Stone Soft	216,000
Secure Authentication	2	23,000	46,000	Stone Soft	46,000
Antivirus	600	20	12,000	Symantic - MCAfee	12,000
Load Balancers	4	50,000	200,000	CISCO	200,000
Integration and Installation Services	1	100,000	100,000	Local	0
<b>Software</b>					
Data Center Management Tools	2	35,000	70,000	Passler, What's up, Solar Winds, HP	70,000
Data Center Cloud Automation, Provisioning and Billing	1	300,000	300,000	BMC - CA - HP	300,000
Operating Systems	200	40	8,000	Windows- Linux	8,000
Data Base	2	300,000	600,000	Oracle- MS	600,000
Backup	1	25,000	25,000	Symantic, VMWare	25,000
Virtualization	96	5,000	480,000	VMware	480,000
Service Desk	1	27,000	27,000	BMC - HP	27,000
Integration and Installation Services	1	350,000	350,000	50% Local	175,000
Workstations	150	1,000	150,000	DELL - HP - IBM	150,000
Furniture	150	1,500	225,000	Local	
Hot DR Site Network- Storage- Servers - Security	1	5,000,000	5,000,000		5,000,000
			\$20,467,000		\$18,167,000

Table 7: Estimated U.S. Export Potential for the Raya Data Center Project

### Foreign Competition and Market Entry Issues

There are several well-established Chinese and European ICT companies in Egypt, such as Huawei, Siemens, Nokia, and Ericson. However, U.S. ICT companies are highly-reputed in Egypt and regarded as being reliable and provide state-of-the-art technology, especially for large-scale complexes. Specifically, in building data centers and cloud services, U.S. companies have a very strong competitive advantage across the full spectrum of the required products and services.

RGITC has contacted several interested U.S. companies, including Cisco, IBM, Microsoft and Oracle, and they expressed their interest and strong competitive advantage in providing

products and solutions for data centers and cloud services. In addition to these U.S. companies, EMC, Net APP, Juniper and HP are some other U.S. companies that are active in Egypt and have well-recognized products and services for various components in data centers.

It is also worth mentioning that Raya has a well-established partnership with many of the U.S. ICT companies, such as Cisco, Microsoft, Oracle, HP and EMC, and they are in favor of alliances with U.S. vendors for this project.

### **Development Impact**

The Raya Data Center and Cloud Services project will have several developmental impacts on Egypt, particularly in the following areas:

#### **Infrastructure**

Egypt will need to continue investing in ICT infrastructure to help grow its overall economy. Recently, Egypt developed a Broadband Plan which estimated a required investment of \$2.3 billion in broadband connectivity during the next four years. In parallel to broadband infrastructure investment, Egypt will need investment in building data centers and providing cloud services to both the government and business community. This investment will be critical to provide Egypt with state-of-the-art cloud computing infrastructure. The project will provide cloud services that will be needed for the improvement and modernization of various enterprises in Egypt.

#### **Human Capacity Building**

This project will help develop the capacities of skilled IT staff in cloud technology. It is anticipated that the project will help develop the capacities of highly-skilled teams to provide support of the cloud infrastructure. It is estimated that the project will directly create over 50 new job opportunities for highly-skilled IT workers in addition to several hundred jobs for low-skilled workers. The project will also indirectly assist the business community to grow by providing it with the ICT infrastructure to empower its business.

#### **Technology Transfer and Productivity Improvements**

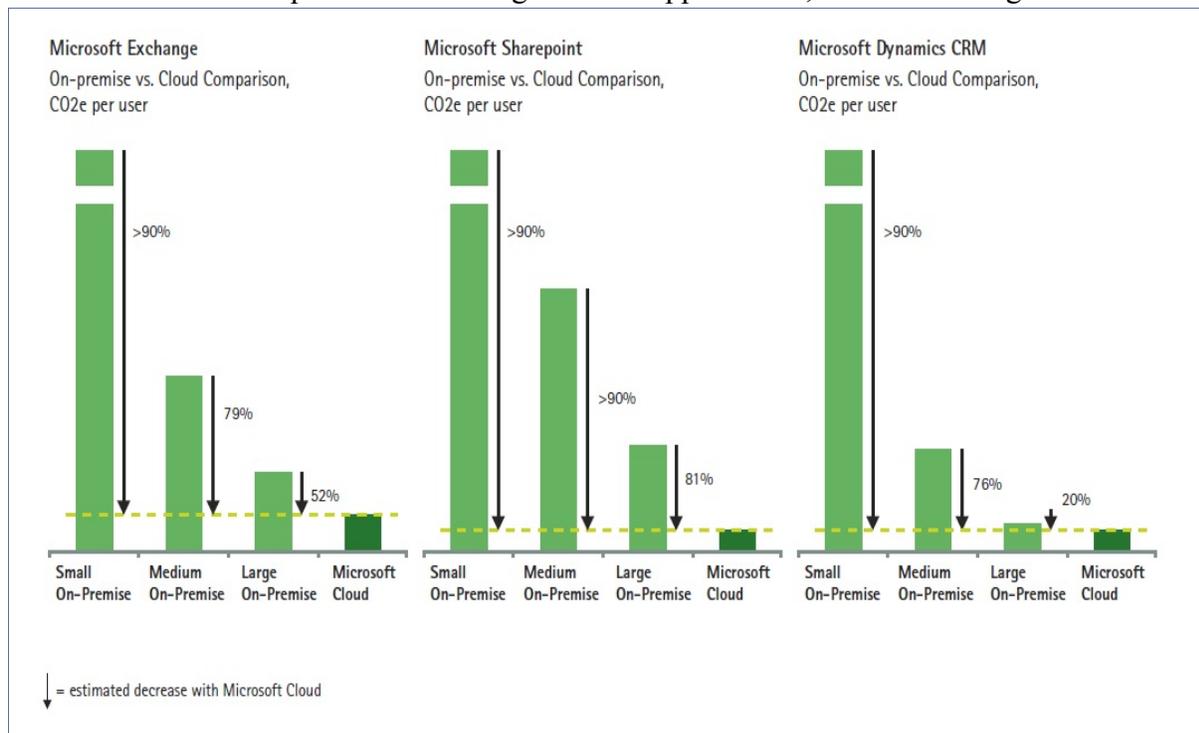
The implementation of the Raya Data Center and Cloud Services project provides an excellent opportunity for the transfer of new technology, such as cloud computing and connectivity and storage. Cloud technology will offer businesses in Egypt with opportunities to improve productivity and reduce IT capital investments and operating expenses. After the operation of the Raya Data Center and through cloud services, businesses will also be able to access and utilize various productivity tools in much easier and more affordable way. The impact of this project on productivity improvement can be measured through the following:

- Annual IT cost saving for business that moved their IT infrastructure to the cloud. The IT operation cost saving can be measured on annual basis and the IT capital investment saving can be measured over the period of 5 years.
- Number of business that were able to gain access through the cloud and utilize the various IT productivity tools in their day to day operation. Examples of IT productivity tools are web conferencing, Live Meetings, and document sharing tools.

Utilizing these tools will enable business to be more efficient and more competitive in their market place.

**Impact on the Environment**

The project will have no negative impact on the environment. Rather, the concept of the development of the cloud and consolidation of a data center will have a positive impact on the environment and on energy savings. Large cloud data centers can lower overall energy use due to economies of scale and operational efficiencies beyond what individual IT departments can achieve. A recent study, commissioned by Microsoft and conducted by Accenture and WSP Environment & Energy, demonstrates cloud computing’s potential to reduce the carbon footprint from running business applications, as shown in Figure 7<sup>1</sup>.



**Figure 7: Comparison of Carbon Emissions of Cloud-Based vs. On-Premises Delivery of Three Microsoft Applications<sup>2</sup>**

The study also identified the major benefits of cloud computing to the environment to be driven by the following factors, as depicted in Figure 8:

- Reduce over allocating of infrastructure;
- Share application instances between multiple organizations;
- Operate service infrastructure at higher utilization; and
- Improve data center efficiency.

<sup>1</sup> [The Environment Benefits of Moving to the Cloud](#), Accenture, November 4, 2010

<sup>2</sup> [The Environment Benefits of Moving to the Cloud](#), Accenture, November 4, 2010

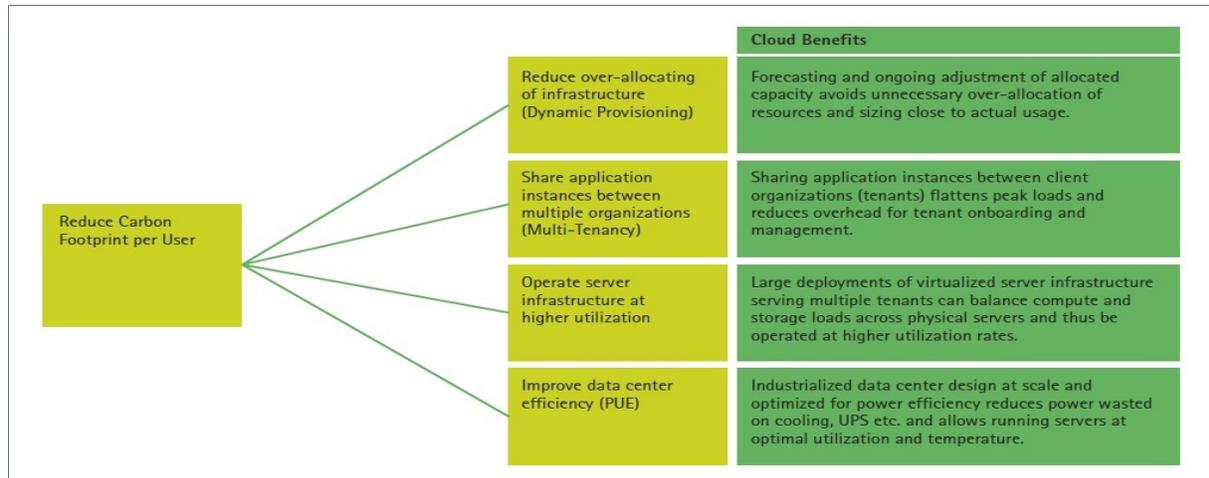


Figure 8: Key Drivers of Cloud Computing's Reduced Environmental Footprint<sup>1</sup>

### Impact on U.S. Labor

This project will focus mainly on providing cloud services to government and business in Egypt, the Middle East and Africa. The project is, therefore, not expected to reduce employment in the United States. On the other hand, if the project is implemented, it is anticipated that there will be a positive impact on U.S. labor, resulting from U.S. exports and in the form of jobs created in the ICT industry.

We see no evidence to suggest that any aspect of the project would contravene foreign operations, export financing or related program legislation. Based upon our review, we found that the project does not provide:

- Any financial incentives to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States, or that such an incentive or inducement is likely to reduce the number of employees of such a business enterprise in the United States because United States production is being replaced by such an enterprise outside the United States;
- Assistance for any project or activity that contributes to the violation of internationally recognized workers' rights; or,
- 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 in world markets at the time the resulting productive capacity is expected to become operative, and does not provide assistance that will cause substantial injury to United States producers of the same, similar or competing commodity.

<sup>1</sup> [The Environment Benefits of Moving to the Cloud](#), Accenture, November 4, 2010

# **A N N E X 3**



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

**NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS**

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

**USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):**

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

**NATIONALITY:**

1) Rule

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

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

## 2) Application

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

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

## 3) Definitions

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

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

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

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

## **SOURCE AND ORIGIN:**

### 1) Rule

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

### 2) Application

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

### 3) Definitions

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

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

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

# ANNEX 4

## GRANT AGREEMENT



This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and Raya Holding for Technology and Communications S.A.E. ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$285,804 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Data Center and Cloud Services project ("Project") in Egypt ("Host Country").

### 1. USTDA Funding

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

### 2. Terms of Reference

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

### 3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA, the Grantee, and the Contractor shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

### 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. In addition to the USTDA funding provided under this Grant Agreement and the Grantee support referenced above, the Grantee shall provide US\$71,451 in cash contributions to partially fund the costs of goods and services required for the completion of the Terms of Reference (the "Grantee Cost Share"). The Grantee shall pay the Grantee Cost Share directly to the Contractor in accordance with the procedures set forth in the Payment Schedule Requirements in Clause H(2) of the USTDA Mandatory Clauses in Annex II.

## **5. Contract Matters and USTDA's Rights as Financier**

### **(A) Grantee 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 USTDA for information and/or approval.

### **(B) USTDA's Right to Approve Contractor Selection**

The Grantee shall notify USTDA at the address of record set forth in Article 16 below upon selection of the Contractor to perform the Study. USTDA then shall notify the Grantee whether or not USTDA approves the Grantee's Contractor selection. Upon USTDA approval of the Grantee's Contractor selection, the Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected. The Grantee and the Contractor then shall enter into a contract for performance of the Study.

### **(C) USTDA's Right to Approve Contract Between Grantee and Contractor**

#### **(1) Contract**

The Grantee and the Contractor shall enter into a contract for performance of the Study. The Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 16 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the contract.

#### **(2) Amendments and Assignments**

The Grantee or the Contractor may submit any proposed amendment to the contract, including any proposed amendment to any annex thereto, or any proposed assignment of the contract, to USTDA at the address set forth in Article 16 below. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the proposed amendment or assignment.

### **(D) USTDA Not a Party to the Contract**

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the

Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

**(E) Grant Agreement Controlling**

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

**6. Disbursement Procedures**

**(A) USTDA Approval of Contract Required**

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

**(B) Contractor Invoice Requirements**

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

**7. Effective Date**

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

**8. Study Schedule**

**(A) Study Completion Date**

The completion date for the Study, which is March 1, 2013, is the date by which the parties estimate that the Study will have been completed.

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

Except as USTDA may otherwise agree, (i) 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 (ii) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

## **9. USTDA Mandatory Contract Clauses**

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

## **10. Use of U.S. Carriers**

### **(A) Air**

Transportation by air of persons or property funded under this 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 this 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 professional services funded by USTDA under this Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;

(e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;

(f) subcontractors from countries other than the United States or Host Country may not be used;

(g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

(h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

## **12. Taxes**

USTDA funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

## **13. USTDA Project Evaluation**

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, the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries will include, but not be limited to, whether the Final Report recommendations have been or will be used to implement the Project, anticipated Project implementation timeline, and likely source of financing. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for this Project during the five-year period referenced above.

## **14. Recordkeeping and Audit**

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

review books, records, and other documents relating to the Study and the Grant Agreement.

### **15. Representation of Parties**

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

### **16. 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 an electronic medium that produces a tangible record of the transmission, such as a facsimile or e-mail message, and will be deemed duly given or sent when delivered to such party at the following:

To: Ms. Reem Asaad

Corporate Secretary  
Raya Holding for Technology and Communications S.A.E.

Data Center CEO  
A subsidiary of Raya Holding for Technology and Communications S.A.E.

Mobile: +0122.169.5579  
Tel: +202.3827.6000  
Fax: +202.3827.6001  
Email: reem\_asaad@rayacorp.com

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  
E-Mail: [grantnotices@ustda.gov](mailto:grantnotices@ustda.gov) and  
[MENA\\_Europe@ustda.gov](mailto:MENA_Europe@ustda.gov)

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

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

Appropriation No.: 11 12/13 1001  
Activity No.: 2012-21025A  
Reservation No.: 2012232  
Grant No.: GH201221232

### **17. Implementation Letters**

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by this Grant Agreement. USTDA may also issue implementation letters to (i) extend the estimated completion date set forth in Article 8(A) above, or (ii) change the fiscal data set forth in Article 16 above. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by this Grant Agreement.

### **18. Grant Agreement Amendments**

Either party may submit to the other party at any time a proposed amendment to the Grant Agreement. A Grant Agreement amendment shall be effective only if it has been signed by both parties.

### **19. Termination Clause**

Either party may terminate this Grant Agreement by giving the other party written notice thereof. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments that may be made pursuant to Clause I of the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This article and Articles 5, 12, 13, 14, and 21 of the Grant Agreement shall survive termination of the Grant Agreement.

## **20. 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.

## **21. U.S. Technology and Equipment**

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF, the Government of the United States of America and Raya Holding for Technology and Communications S.A.E.,** each acting through its duly authorized representative, have caused this Grant 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 Raya Holding for Technology and Communications S.A.E.**

By: 

By: 

Date: July 12, 2012

Date: July 12, 2012

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 Raya Holding for Technology and Communications ("Client"), dated \_\_\_\_\_ ("Grant Agreement"). The Client has selected \_\_\_\_\_ ("Contractor") to perform the feasibility study ("Study") for the Data Center and Cloud Services project ("Project") in Egypt ("Host Country"). The Client and the Contractor are the parties to this Contract, and they hereinafter are referred to collectively as the "Contract Parties." 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 the Contract or any subcontract thereunder, the Grant Agreement shall be controlling.

#### **B. USTDA as Financier**

##### **(1) USTDA Approval of Contract**

This Contract, and any amendment thereto, including any amendment to any annex thereto, and any proposed assignment of this Contract, 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 conforms to modifications required by USTDA during the Contract review process and the Contract has been formally approved by USTDA. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft Contract or a signed Contract to the attention of the General Counsel's office at USTDA's address listed in Clause N below.

##### **(2) USTDA Not a Party to the Contract**

It is understood by the Contract 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 Contract Parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval

rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the Contract. The Contract 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 Contract Parties or the parties to any subcontract, jointly or separately; and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort, or otherwise, to the Contract Parties or the parties to any subcontract. 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 professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

#### **D. Recordkeeping and Audit**

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

#### **E. U.S. Carriers**

##### **(1) Air**

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

##### **(2) Marine**

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

#### **F. Workman's Compensation Insurance**

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

#### **G. Reporting Requirements**

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, fax number, and e-mail address. 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.

### **(2) Payment Schedule Requirements**

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. The Grantee shall pay the Grantee Cost Share directly to the Contractor in accordance with this payment schedule. 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 approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause H(3)(b)(iii) 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. The Contractor has received the *pro rata* payment due to the Contractor from the Client under this invoice, in accordance with the applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses 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. The Contractor has received the *pro rata* payment due to the Contractor from the Client under this invoice, in accordance with the applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses 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. The Contractor has received the *pro rata* payment due to the Contractor from the Client under this invoice, in accordance with the applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses 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. The Client has disbursed its *pro rata* payment due to the Contractor under this invoice in accordance with the 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

the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. The Client has disbursed its *pro rata* payment due to the Contractor under this invoice in accordance with the applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

**(c) USTDA Address for Disbursement Requests**

Requests for disbursement shall be submitted to the attention of the Finance Department at USTDA's address listed in Clause N below, or by e-mail to [invoices@ustda.gov](mailto:invoices@ustda.gov).

**I. Termination**

**(1) Method of Termination**

Either Contract Party may terminate this Contract upon giving written notice to the other party and USTDA. This notice shall be effective after either 30 days, or any other period set forth elsewhere in this Contract. Furthermore, this Contract shall terminate immediately upon notification of USTDA's termination of the Grant Agreement or the term of availability of any funds thereunder.

**(2) Ramifications of Termination**

In the event that this Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for payment for the value of the work performed pursuant to the terms of this Contract. 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 value of the work performed pursuant to the terms of this Contract.

**(3) Survivability**

Clauses B, D, G, H, I, and O of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

**J. 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 hard copy 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) hard 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) hard copy of the Public Version of the Final Report to the Commercial or Economic Section of the U.S. Embassy in Host Country for informational purposes.

## **(3) Final Report Presentation**

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

**(a)** The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. 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 address, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

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

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

**(d)** The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers, and e-mail address 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, and e-mail address 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.

(g) The Client, USTDA, and the Commercial and/or Economic Section(s) of the U.S. Embassy in Host Country shall have irrevocable, worldwide, royalty-free, non-exclusive rights to use and distribute the Final Report.

## **K. Modifications**

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

## **L. Study Schedule**

### **(1) Study Completion Date**

The completion date for the Study, which is March 1, 2013, is the date by which the Contract Parties estimate that the Study will have been completed.

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

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

## **M. Business Practices**

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery. For example, the Contractor and its subcontractors shall fully comply with the requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 et seq.). Each Contract Party agrees that it shall require that any agent or representative hired to represent it in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

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

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

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

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

Fiscal Data:

Appropriation No.: 11 12/13 1001  
Activity No.: 2012-21025A  
Reservation No.: 2012232  
Grant No.: GH201221232

**O. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Client nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

**P. Export Licensing**

The Contractor and all subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

**Q. Contact Persons**

The Client designates the following person as the contact person for matters concerning this Contract:

Name: Ms. Reem Asaad

Title: Corporate Secretary  
Raya Holding for Technology and Communications S.A.E.

Data Center CEO  
A subsidiary of Raya Holding for Technology and Communications S.A.E.

Phone: +202.3827.6000  
Fax: +202.3827.6001  
Email: reem\_asaad@rayacorp.com

The Contractor designates the following person as the contact person for matters concerning this Contract:

Name:  
Title:  
Phone:  
Fax:  
E-Mail:

If anyone designated by a Contract Party as a contact person ceases service as a contact person at any point during the ten-year period following the date of signing of this Contract, the Contract Party that had designated that contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

#### **R. Liability**

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for special, incidental, general, or punitive damages, or (ii) limit the total amount of damages recoverable to an amount less than the total amount disbursed to the Contractor pursuant to this Contract.

#### **S. Arbitration**

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

# ANNEX 5

## Annex I

### **Terms of Reference**

This Feasibility Study (“FS”) shall provide a comprehensive technical analysis to guide a \$20.4 million investment in the planned state-of-the-art data center and cloud computing facility. The FS will enable Raya Holding for Technology and Communications (“Grantee”) to offer the scalability, security, and reliability that are necessary to meet the demanding requirements of enterprises and governments in Egypt, the Middle East and Africa.

The FS shall:

- Analyze regional market demand;
- Recommend the fundamental design requirements, budget, implementation plan, and procurement package for the facility; and
- Develop a business and strategy plan for the new data and cloud computing center.

The required tasks for this FS are described as follows:

#### **Task 1: Conduct a Regulatory, Policy and Legal Review**

The Contractor shall conduct a policy, legal and regulatory review to identify any relevant regulations and policies that currently exist in Egypt and their potential impacts on the project implementation. This task shall focus on the following:

- Regulation and framework for building data centers and offering cloud services locally in Egypt and to clients in the Middle East and Africa;
- Privacy and data protection regulations in Egypt; and,
- Raya data center liability risks regarding data services.

The Contractor shall identify any existing policy or regulations in Egypt that may impede the growth of cloud service offerings. As part of this task, the Contractor shall propose recommendations to the Grantee for any required modification for the existing legal and regulation framework. The Grantee shall review the Contractor recommendations in its discussion with the Egyptian Ministry of Communications and Information Technology to propose any required changes. The Contractor shall take these regulations, laws and institutions into account while carrying out the relevant tasks in the ToR.

The Contractor shall compile the findings of this review and recommendations into the deliverable:

Task	Deliverable Number	Deliverable
1	1	Review of regulatory and policy issues related to offering cloud services to the local and regional market.

### Task 2: Perform Market Analysis

The objective of this task is to assess Egyptian, Middle-Eastern and African market conditions, customer requirements, market potential and competition for data centers and cloud services. The Contractor shall depend upon a combination of conducting interviews with potential large customers in Egypt, including both government and industry experts, and the Contractor's expertise and available market research to evaluate Middle-Eastern and African markets.

At a minimum, the Contractor shall evaluate and identify the following:

- Regional market demand of services to be offered for data center and cloud services;
- Trend analysis for the industry and current and future key technology factors;
- Market trends during the past two years;
- A three to five year forecast for each service;
- The market drivers and challenges;
- An estimate of the market volume and size in each sector for 2011, 2012, and 2013; and
- Competitive market share analysis for the top three data center and cloud service providers in terms of revenue in Egypt.

The analysis shall be performed in great detail for the Egyptian market, including interviews with potential major clients and at a lower level of detail for Africa and the Middle East.

The Contractor shall compile the findings of this task into review and recommendations for the deliverable:

Task	Deliverable Number	Deliverable
2	1	Data Center and Cloud Services Market Analysis in Egypt, the Middle East and Africa

### Task 3: Perform Assessment and Develop Strategic Plan

The objective of this task is to review and assess the existing Raya Data Center capabilities and operation against the industry best practices. The Contractor shall perform a SWOT analysis to evaluate the strengths, weaknesses/limitations, opportunities and threats involved with the newly-established data center line of business. The assessment shall identify the internal and external factors that are favorable and

unfavorable to the success of the new line of business. Based on the Contractor assessment and SWOT analysis, the Contractor shall develop a three-year strategic plan for the Raya Data Center line of business. Based on the outcome of Task 2 and the SWOT analysis, the strategic plan shall identify the target market segment(s) for Raya cloud services and its target position within these market segments in terms of service offerings and pricing strategy.

The Contractor shall document this assessment and strategic plan into the two deliverables listed below:

Task	Deliverable Number	Deliverable
3	1	Raya Data Center Assessment and SWOT Analysis
3	2	Raya Data Center Line of Business Strategic Plan

#### **Task 4: Develop Business Plan**

The Contractor should develop a complete business plan for the new Raya Data Center. The business plan will be used to secure the Grantee’s major stakeholders who will invest in the implementation of the project, and it will also be used to secure investor financing and/or secure loans from financial institutions. The business plan should include, at a minimum, the following:

- Products and services to be offered;
- Marketing plan;
- Marketing strategy;
- Operation plan;
- Alliances and partnership strategy; and
- Management, organization and HR plan.

The Contractor shall document the business plan for the Raya Data Center Business Plan deliverable:

Task	Deliverable Number	Deliverable
4	1	Raya Data Center Business Plan

#### **Task 5: Conduct a Financial and Economic Analysis**

The Contractor shall perform an economic cost benefit analysis of the project, including a life-cycle costing for competing alternative methods of achieving the same or similar objectives for the project. The Contractor shall prepare a financial analysis that will estimate the total cost to implement the projects according to the recommended phases. The Contractor shall develop detailed financial planning for the project and expected return on investment. This analysis shall define the proposed pricing scheme. The Contractor analysis will be used as a basis for obtaining and negotiating loans from the banks and obtaining the Grantee’s stakeholder approval for the required investment.

The Contractor shall document all work performed in this task in the *Economic and Financial Analysis Report* deliverable:

Task	Deliverable Number	Deliverable
5	1	Economic and Financial Analysis Report

### Task 6: Develop a Modular High-Level Design

Based on the output of Tasks 1-5, the Contractor shall provide a high-level, five-year modular design for the Raya Data Center and cloud services. The design shall be based on the demand forecast and the likely technological evolution. The modular design shall include hardware, software, networking and storage equipment, electrical, mechanical and space requirements, along with equipment layout drawings. This high-level design should consider the following features:

- **Flexibility:** The Contractor’s design shall provide a flexible design that will enable the Grantee to provide various types of cloud services and other related services based on the client need.
- **Scalability:** The Contractor’s design shall be capable of handling cloud bursting and peak-load resource management and needs to be able to scale with the growth of demand.
- **Security and Privacy:** The Contractor’s design shall provide secure connectivity to the cloud, through applying appropriate network security technology and processes, including enabled virtual private networks (VPNs), network-based security and firewalls, intrusion detection, and distributed denial of service (DDoS) mitigation. Additionally, the network design shall be able to ensure the privacy of data in transport, by giving end users the option to control the manner in which their traffic passes through access networks. In addition, the architecture may permit the exact routes that particular traffic takes to be auditable.
- **Reliability:** The Contractor’s design shall adequately address performance and reliability through developing redundant and resilient architectures, and providing for stringent customer-oriented service level agreements (SLAs).
- **Network Management:** The Contractor shall address network management, and shall enhance the ability to allocate traffic across multiple paths and to allow for faster recovery from congestion and network failure. The Contractor shall identify any network management requirements required as part of this task.

The Contractor shall document the high-level design in the *Data Center and Cloud Services High-Level Design* deliverable:

Task	Deliverable Number	Deliverable
6	1	Data Center and Cloud Service High-Level Design

### Task 7: Develop Implementation Plan

The Contractor shall develop the *Data Center and Cloud Services Implementation Plan*. To this end, the Contractor shall take into consideration the findings of Task 1 through Task 6, and shall identify and recommend well-defined implementation phases and plans in order to implement the design and high-level architecture identified in Task 6, over the next five years.

The Contractor shall document the *implementation plan* in the deliverable listed below.

Task	Deliverable Number	Deliverable
7	1	Data Center and Cloud Services Implementation Plan

### Task 8: Development Impact Analysis

The Contractor shall assess the development benefits associated with the project and the methodology for measuring those benefits. The Contractor shall include examples of the development benefits that would be expected in the host country if the project is implemented as outlined in the FS. The Contractor shall focus on examples from the categories listed below and shall develop a methodology for assessing these impacts over time. The Contractor shall only list benefits in the categories that are applicable to the project. The categories to be considered are as follows:

- **Infrastructure:** How the project will result in improvements to, or increased investment in, infrastructure (both direct and indirect.)
- **Human Capacity Building:** Skills development or additional employment that will be generated within the grantee.
- **Technology Transfer and Productivity Improvement:** Identification of new recommended technologies deployed in conjunction with the project, and specific technology or knowledge transfers that will take place.
- **Market-Oriented Reform:** Identification of any market-oriented reforms that will be achieved as a result of this project, which could include improved competition, better market entry to new investment or more equitable consumer pricing policies.
- **Other:** Any other development benefits of the project, including any spin-off or demonstration effects.

The Contractor shall compile all those findings in the *Analysis of Development Impacts Report*.

Task	Deliverable Number	Deliverable
8	1	Analysis of Development Impacts Report

### Task 9: Identify U.S. Sources of Supply

While aiming for optimum specifications and characteristics for the project, the Contractor shall conduct an assessment of the availability of potential U.S. sources of supply. U.S. sources of supply shall include U.S. providers of all the different categories of goods and services required for implementation of the project. For each source identified, the Contractor shall include: company name, point of contact, address, telephone, e-mail, and fax numbers and relevant goods and services provided. The Contractor shall contact approximately 20 potential U.S. suppliers and compile a list of those companies that express interest in participating in the project.

Prior to contacting U.S. suppliers, the Contractor shall develop a project fact sheet that describes the project opportunities.

The Contractor shall compile the information in the *Assessment of U.S. Sources of Supply* deliverables:

Task	Deliverable Number	Deliverable
9	1	Assessment of U.S. Sources of Supply
9	2	Project Fact Sheet

### Task 10: Conduct a Preliminary Environmental Assessment

The Contractor shall conduct a preliminary review of the project's anticipated impact on the environment. This review shall identify potential negative and positive impacts, discuss the extent to which the negative impacts can be mitigated and develop plans for a full environmental impact assessment when the project moves forward to the implementation stage. In this assessment, the Contractor shall analyze the power requirement for the data center and its impact on the environment.

The Contractor shall compile the information in the *Preliminary Environmental Assessment* deliverable:

Task	Deliverable Number	Deliverable
10	1	Preliminary Environmental Assessment Report

## **Task 11: Final Report**

The Contractor shall prepare and deliver to the Grantee a substantive and comprehensive draft Final Report of all work performed pursuant to these ToR (“Draft Final Report”). After the Grantee has reviewed the Draft Final Report, the Contractor shall conduct a Final Report meeting with the Grantee at the Grantee’s facilities or at another appropriate venue in Egypt agreed upon by the Contractor and the Grantee. Such a venue will be provided at the Grantee’s cost. The Grantee shall identify appropriate personnel and other relevant stakeholders to participate in the Final Report meeting.

During the Final Report meeting, the Contractor shall: review all work performed under these ToR; present the findings and recommendations from the Draft Final Report; and gather feedback from the grantee on the Draft Final Report and Grantee requests for changes to the Draft Final Report, if any.

For the Final Report meeting, the Contractor shall: coordinate with the Grantee on appropriate meeting content; prepare an agenda, handouts and presentation materials, as needed, for all meeting attendees; conduct the meeting and facilitate the discussion; draft a report of the meeting and distribute the meeting report to meeting attendees and other relevant parties; maintain meeting records, including the agenda, any handouts and presentation materials; and compile a list of all meeting participants and prepare a meeting report, for inclusion in the Final Report.

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

# ANNEX 6



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

### U.S. Firm Information Form

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

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

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

Full Legal Name of U.S. Firm

Business Address (street address only)

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

Please provide a list of directors and principal officers as detailed in Attachment A. Attached?  Yes  No

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

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

Is the U.S. Firm a wholly-owned or partially owned subsidiary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If so, please provide the name of the U.S. Firm's parent company(s). In addition, for any parent identified, please complete Attachment B.

Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?	Yes <input type="checkbox"/> Not applicable <input type="checkbox"/>
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#### Project Manager

Name	Surname	
	Given Name	
Address		
Telephone		
Fax		
Email		

#### Negotiation Prerequisites

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

**U.S. Firm's Representations**

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

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

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

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

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





**ATTACHMENT B**

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

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

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

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

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

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



**ATTACHMENT C**

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

**Subcontractor Information Form**

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

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

Name	Surname	
	Given Name	

Address	
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Telephone	
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Fax	
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Email	
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**Subcontractor's Representations**

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

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

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

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

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

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

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

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

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

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

Name		Signature	
Title			
Organization		Date	