



### REQUEST FOR PROPOSAL (RFP)

|                        |                                                                                                                                                                                                                                                         |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>To:</b>             | Offeror                                                                                                                                                                                                                                                 |
| <b>From:</b>           | Creative Associates International, Inc.                                                                                                                                                                                                                 |
| <b>Subject:</b>        | Request for Proposal (RFP) No. <u>RFP-FURAT-III-009-2026</u> — Data Center Assessment, Architecture Design, and Bill of Quantities Development, Supply, Installation and Commissioning for the Ministry of Local Administration and Environment (MOLAE) |
| <b>Type of Award:</b>  | <b>Firm Fixed Price (FFP) Purchase Order</b>                                                                                                                                                                                                            |
| <b>Basis of Award:</b> | <b>Best Value</b>                                                                                                                                                                                                                                       |
| <b>Award ceiling:</b>  | <b>Up to \$900,000.00</b>                                                                                                                                                                                                                               |
| <b>Reference:</b>      | <b>NEA Contract No. SNEAAC23CA0008</b>                                                                                                                                                                                                                  |

|                                               |                                       |
|-----------------------------------------------|---------------------------------------|
| <b>RFP Issue Date:</b>                        | September 28, 2026                    |
| <b>Letter of Interest (LoI) Closing Date:</b> | October 06, 2026                      |
| <b>LoI Closing Time:</b>                      | 4:00 PM – Local Time, Damascus, Syria |
| <b>Site Visit Date:</b>                       | <b>Will be sent to offerors</b>       |
| <b>Q&amp;A Session Date:</b>                  | <b>Will be sent to offerors</b>       |
| <b>RFP Closing Date:</b>                      | October 27, 2026                      |
| <b>RFP Closing Time:</b>                      | 4:00 PM – Local Time, Damascus, Syria |

Enclosed is a Request for Proposal (RFP). Creative invites qualified firms to submit a best-price proposal for data center assessment, architecture design, Bill of Quantities (BoQ), supply, installation, configuration, commissioning and handover of the data center and associated infrastructure in support of the Ministry of Local Administration and Environment (MOLAE) in Damascus, Syria, under Creative Associates International, Inc. and the referenced NEA cooperative agreement. After the evaluation, as described herein, resulting in selecting a winning proposal, the issuance of an award is subject to successful negotiation of the terms and conditions.

The requirements for this RFP are described in the “Statement of Work” in Attachment I. Creative encourages your firm to indicate its interest in this procurement by submitting a proposal according to the instructions in Attachment II “Instructions to Offerors”. Proposals will be evaluated based on the “Evaluation Criteria” in Attachment III. Creative will make an award to the responsible Offeror(s) submitting an offer which provides best value to the project: technical merit and price will be considered.

To be considered, Offerors should submit a Letter of Interest (LOI) no later than the closing date indicated above, and a complete proposal no later than the closing date and time indicated above. Offerors should ensure their proposal is well-written in English, easy to read, follow the instructions provided and contain only requested information.

A physical site visit is mandatory before proposal submission. Proposals from Offerors who did not attend will be rejected as non-responsive. Site visit arrangements are set out in Attachment I, Section C.

Any questions should be submitted via email to [Procurement-syria@furatlogs.com](mailto:Procurement-syria@furatlogs.com) no later than **three days after** the Q&A session date of this RFP. **No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses will result in the disqualification of the bidder.** The solicitation number (RFP-FURAT-III-009-2026) should be stated in the subject line. Answers will be compiled and distributed within three days from the closing date of questions.



Proposals must be comprised of **one electronic copy** of the Technical Proposal and **one electronic copy** of the Cost/Business proposal, sent in two separate e-mails, and labeled with the above-stated RFP number and title. Submissions shall be delivered to: **Creative Procurement Department under this email address: [Procurement-syria@furatlogs.com](mailto:Procurement-syria@furatlogs.com)**

Sincerely,

*Creative Procurement Department*

**Attachments:**

|                                                                          |                                               |
|--------------------------------------------------------------------------|-----------------------------------------------|
| Attachment I : Statement of Work                                         | Attachment IV : Proposal Cover Letter         |
| Attachment II : Instructions to Offerors                                 | Attachment V : Compliance Certification       |
| Attachment III : Evaluation Criteria                                     | Attachment VI : Creative Terms and Conditions |
| Attachment VII : Bill of Quantities — Reference Technical Specifications |                                               |



## ATTACHMENT I: STATEMENT OF WORK

### 1. PURPOSE

The purpose of this RFP is to procure specialized professional services to assess the MOLAE's current requirements and develop a secure, right-sized, and scalable data center and network infrastructure solution. The selected Offeror will be responsible for assessing the requirements, developing the technical design, preparing and evaluating the Bill of Quantities (BoQ), and providing a detailed budget for the proposed solution.

The purpose of this Request for Proposal (RFP) is to retrofit and operationalize a data center within a co-hosting location in Damascus, Syria, to be announced at a later stage. The co-hosting location will provide the physical hosting facilities, network connectivity, cybersecurity measures, environmental controls, power backup, and technical support necessary to ensure high availability, business continuity, and the secure operation of critical digital services.

The newly activated data center will serve as the central infrastructure platform for storing and processing data from five (5) local data centers distributed across five different locations in Syria, while supporting the phased archiving and digitization of a first-priority archive batch consisting of five (5) million contracts. The proposed solution shall support up to **1,000 concurrent system users** and shall provide a scalable, reliable, and high-performance infrastructure capable of supporting the Ministry's current and future digital services.

Creative/MOLAE is providing a baseline Technical BoQ (Attachment VII) defining the minimum required equipment categories, quantities, and performance-based technical requirements. Offerors shall review, validate, and price the baseline BoQ as part of their Cost/Business Proposal. Offerors may propose technically superior or equivalent alternatives where justified, provided that such alternatives meet or exceed the stated minimum requirements and are clearly identified in the Compliance Matrix and Technical Proposal.

**The minimum required infrastructure will consist of four (4) High-Density Enterprise Servers, two (2) Enterprise AI/GPU Servers, and five (5) Enterprise Rack Servers, together with an Enterprise SAN Storage System providing a minimum of 450 TB of usable storage capacity, two (2) Enterprise 32Gb Fiber Channel SAN Switches, and two (2) high-speed Data Center Network Switches supporting 25GbE/100GbE connectivity.** The solution shall also include all necessary network and Fiber Channel adapters, SFPs/transceivers, cables, rack accessories, licenses, management components, redundant power and cooling components, and enterprise-level warranty and support services required to deliver a complete, integrated, and fully operational data center infrastructure.

The architecture, BoQ, and detailed budget are the outputs of the Offeror's response to this RFP and these should be finalized and submitted based on the Scope of Work in Attachment I and the proposed technical requirements in Attachment VII. Creative states the outcomes required, the capacity the system must carry and the conditions under which it must operate. The Offeror assesses those requirements, designs a solution, evaluates the options, and produces an updated and priced Bill of Quantities. Any design, bill of quantities or configurator output previously circulated by any party is superseded, forms no part of this solicitation, and confers no advantage on the party that produced it.

The RFP includes two stages:

- Stage 1- No procurement commitment is made before signing the agreement to the selected Offeror.
- Stage 2- Nothing is ordered, shipped or installed until the Design Review Gate is passed and approved, and the winning Offeror passes the RAM Vetting check.



Following approval of the Design Review Gate and completion of Stage 2, the selected Offeror will supply, install, configure, test, commission, document, the approved solution, the Offeror will also train and hand over the installed system and provide all related documentation. The overall objective is to establish the infrastructure required to support MOLAE's Digital Transformation Department as further described below.

## **2. BACKGROUND**

The registry of property processes remains largely paper-based, and the Ministry holds a historical archive of more than Twelve (12) million paper contracts and more than sixty thousand (60,000) records requiring phased archiving and digitization over the next 3 years.

The final architecture and BoQ will be independently reviewed by a technical and procurement committee and approved by the Ministry before any solicitation for supply. The committee has the right to request that the Offeror revise and improve their proposal to ensure it fully reflects the requirements of the SoW. The Offeror may, where necessary, adjust the budget accordingly to reflect any such revisions.

No procurement or shipment may proceed before export-control, sanctions, technical-licensing, and host-government approval reviews are completed.

This RFP covers Phase 1 of the infrastructure program. The Ministry will lead subsequent phases; allowing expansion of compute, storage, branches, and users without replacement of Phase 1 investments. All proposed solutions must respect data sovereignty: no Ministry data may be hosted, processed, transferred, or backed up outside the officially approved Ministry environment without prior written approval. The Offeror's design must be proportionate to the Ministry's ability to operate and maintain it after handover. Sophistication the Ministry cannot sustain is a liability, not an asset. Service ability in Damascus, spare-parts availability, Offeror presence and in-country lead times are design criteria, not procurement details.

## **3. STATEMENT OF WORK**

**Under this RFP, the Offeror will work closely with the Ministry of Local Administration and Environment (MOLAE), a designated MOLAE technical representative, and Creative technical and procurement personnel.**

The Offeror shall:

- (1) conduct a comprehensive technical assessment of the designated data-center facility and the Ministry's operating environment to establish the evidence base for all subsequent design decisions;
- (2) design a scalable data center and network architecture covering compute and storage, network, and implementation services;
- (3) develop a credible architecture;
- (4) translate the approved design into a complete, procurable, Offeror-neutral Bill of Quantities (BoQ) and detailed budget and support Creative and Ministry review and approval;
- (5) following successful completion of the Design Review Gate, RAM Vetting, the Offeror will supply, install, configure, test, and commission the approved solution in accordance with the approved design and BoQ; and
- (6) document, train, and hand over the completed solution to ensure that the Ministry has the knowledge, documentation, and resources necessary to operate, maintain, manage, and sustain the solution, including an understanding of the ongoing budgetary requirements.

All Offerors shall complete the following steps as part of the proposal process:



- **Submit a Letter of Interest:** Submit a Letter of Interest in applying to this RFP no later than nine (9) calendar days from the RFP issuance date. **Only Offerors that submit the Letter of Interest within the specified timeframe will be invited to participate in the site visit. (No specific template is required)**
- **Participate in the Site Visit:** Conduct a comprehensive site survey on the date assigned by Creative/MOLAE. The date, time, and logistical arrangements for the site visit will be communicated to eligible Offerors by email.
- **Participate in the Questions and Answer Session:** Offerors that **conducted a site visit** are invited to participate in the Q/A session at the MOLAE on the date assigned by Creative/MOLAE.
- **Submit the Technical Proposal, Proposed Design, and Required Administrative Documents:** Submit a comprehensive technical proposal that includes an assessment of the designated facility, covering workloads, storage, network infrastructure, connectivity, and other relevant technical requirements, together with the required export-control, sanctions, and technical-licensing screening. The proposal shall also include a complete, right-sized data center and network architecture and explicit scalability provisions to support a Ministry-led Phase 2. The submission shall include the following administrative documents:
  - **Offeror Cover Letter (Attachment IV):** A completed and signed Offeror Cover Letter using the template provided as Attachment IV.
  - **Valid Business License:** A current and valid business license or equivalent legal registration document demonstrating that the Offeror is legally authorized to conduct the proposed activities.
- **Submit the BoQ and Budget:** Submit an itemized, Offeror-neutral Bill of Quantities (BoQ) with performance-based specifications and a market-based detailed budget mapped to the approved budget envelope.
- **Proposal Review and Clarifications:** Present the proposed technical solution to Creative and MOLAE, as requested, and respond to any clarification questions or technical comments raised during the evaluation process.

**The above requirements constitute the Offeror's submission under this RFP. No supply, installation, configuration, or commissioning activities shall commence as part of the proposal submission process.**

#### **Activities Following Selection**

Following evaluation and selection of the successful Offeror, and subject to the required approvals, vetting, and contract issuance, the selected Offeror will be responsible for the following:

- **Finalize the Design:** Work with Creative's technical and procurement teams and the Ministry to incorporate agreed comments and finalize the design package and BoQ. The successful Offeror may be required to revise and improve its proposal to ensure that it fully reflects the requested SoW. Where such revisions result in additional or reduced costs, the budget may be adjusted accordingly, subject to Creative's review and approval.
- **Obtain Required Clearances:** Proceed with the required Risk Analysis and Management (RAM) Vetting processes and obtain the necessary clearances and approvals prior to implementation.
- **Supply and Install:** Following clearance and authorization to proceed, supply, install, configure, commission, and test the approved solution in accordance with the finalized design and approved BoQ.
- **Acceptance Testing:** Demonstrate compliance with the approved technical specifications and objective Site Acceptance Criteria (SAC). The delivered solution will be verified line-by-line against the approved BoQ prior to final acceptance.
- **Training and Handover:** Provide the required technical and operational documentation, train designated Ministry personnel, and formally hand over the completed system.
- **Final Handover Package:** The handover shall include, at a minimum, the final as-built documentation, asset register, warranty arrangements, system and configuration documentation, and a costed sustainability and operations and maintenance (O&M) plan.



#### 4. PERIOD OF PERFORMANCE

The total duration of this assignment will be **three (3) months** from the contract execution date.

#### 5. PLACE OF PERFORMANCE

All activities under this RFP will be conducted on site in close and substantial involvement from the MOLAE in Damascus, Syria, with coordination with co-host partner of the MOLAE as needed; off-site work is permitted for analysis, design, and documentation tasks.

#### 6. DELIVERABLES

##### 1. Proposal Submission Process and Deliverables

Under this RFP, all Offerors shall complete the following steps as part of the proposal process and shall submit the corresponding deliverables identified below:

|                                                     | Task:                                                                                                                                                                                                                                                                                                                                                                                                                  | Deliverable Submission:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.1 Letter of Interest</b>                       | Submit a Letter of Interest in applying to this RFP no later than nine (9) calendar days from the RFP issuance date. <u>Only Offerors that submit the Letter of Interest within the specified timeframe will be invited to participate in the site visit.</u>                                                                                                                                                          | <ul style="list-style-type: none"> <li>a. Letter of Interest confirming the Offeror's intention to participate in the RFP process. <b>(No specific template is required)</b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                      |
| <b>1.2 Site Visit and Initial Site Survey</b>       | Participate in and conduct a comprehensive site survey on the date assigned by Creative/MOLAE. The date, time, and logistical arrangements will be communicated to eligible Offerors by email. A Q&A session will be held following the visit to address any technical, administrative, or legal questions.                                                                                                            | <ul style="list-style-type: none"> <li>a. Site survey findings incorporated into the Offeror's technical proposal.</li> <li>b. Identification of key site conditions, constraints, assumptions, and requirements relevant to the proposed solution.</li> </ul> <p><i>The site visit itself is not considered a separate technical deliverable; however, the findings and observations from the site visit shall be reflected in the submitted proposal.</i></p>                                                                                              |
| <b>1.3 Technical Assessment and Proposed Design</b> | <p>Submit a comprehensive technical proposal that includes the required administrative and eligibility documentation, together with an assessment of the designated facility, covering workloads, storage, network infrastructure, connectivity, and other relevant technical requirements.</p> <p>The submission shall also include the required export-control, sanctions, and technical-licensing screening, as</p> | <p><b>A. Administrative and Eligibility Documents</b></p> <ul style="list-style-type: none"> <li>1. <b>Offeror Cover Letter (Attachment IV):</b> A completed and signed Offeror Cover Letter using the template provided as Attachment IV to this RFP.</li> <li>2. <b>Valid Business License:</b> A current and valid <b>Syrian business license, or equivalent legal registration document acceptable under applicable Syrian laws and regulations</b>, demonstrating that the Offeror is legally authorized to conduct the proposed activities.</li> </ul> |

|  |                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>well as a complete, network architecture and explicit scalability provisions to support a Ministry-led Phase 2.</p> | <p><b>B. Technical Proposal and Assessment: the proposal include:</b></p> <ol style="list-style-type: none"> <li>1. <b>Facility Assessment.</b> A documented assessment of the designated facility as observed during the site visit, establishing the baseline against which the proposed design is sized.</li> <li>2. <b>Requirements Basis.</b> A clear statement of the capacity and performance requirements the design is built to meet, and whether each is derived from the Offeror's assessment or from Ministry-provided requirements. Any assumption made in the absence of confirmed requirements must be stated explicitly.</li> <li>3. <b>Data Center Design.</b> A complete, right-sized data center design covering but not limited to: <ul style="list-style-type: none"> <li>• Compute and workloads — proposed server/compute provisioning mapped to the stated workload requirements.</li> <li>• Storage — capacity, architecture, redundancy, and backup approach.</li> </ul> </li> <li>4. <b>Network Architecture.</b> A complete network design covering: <ul style="list-style-type: none"> <li>• Core, distribution, and access layers, with logical and physical topology diagrams.</li> <li>• Redundancy and resilience provisions (no single points of failure where practicable).</li> <li>• Internal connectivity and, where in scope, external/ISP connectivity — with the connectivity boundary of the proposal clearly stated.</li> <li>• IP addressing and segmentation scheme.</li> </ul> </li> <li>5. <b>Standards and Compliance.</b> The industry standards and reference frameworks the design conforms to (e.g., applicable data-center tier, structured-cabling, and security standards), and how compliance is demonstrated.</li> <li>6. <b>Export-Control, Sanctions, and Technical-Licensing Screening.</b> Screening of all proposed equipment, software, and components against the applicable sanctions and export-control regime. Clearly stating the country-of-origin and manufacturer identification for major proposed items.</li> </ol> |
|--|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                     |                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     |                                                                                                                                                                                               | <p>Identification of any item requiring an export, import, or technical license, and the Offeror's plan to obtain it.</p> <p>7. <b>Proposed implementation approach:</b> A high-level plan for the post-award supply, installation, configuration, commissioning, and testing phase, including sequencing, proposed timeline/milestones, and how site disruption will be managed.</p> <p>8. <b>Key Technical Assumptions, Dependencies, Risks, Constraints, and Mitigation Measures.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>1.4 Bill of Quantities and Budget</b>            | <p>The Offeror shall review and validate the Technical BoQ provided in Attachment VII and submit a completed and priced BoQ as part of the Cost/Business Proposal.</p>                        | <p>a. Price all items included in the baseline Technical BoQ.</p> <p>b. Confirm compliance with the minimum technical specifications.</p> <p>c. Identify the proposed manufacturer, make and model for each major item.</p> <p>d. Identify country of origin and source.</p> <p>e. Identify any deviation, substitution, addition, or reduction from the baseline BoQ.</p> <p>f. Provide technical justification for any proposed deviation.</p> <p>g. Unit price and extended (total) price per line.</p> <p>h. Summary budget mapped to the approved budget envelope.</p> <p>i. The approved budget envelope is a firm not-to-exceed ceiling <b>listed on page 1</b>. Any proposal whose total proposed cost exceeds the approved budget envelope will be considered non-responsive and will be rejected, regardless of technical merit.</p> <p>j. Identification of any assumptions, exclusions, optional items, or contingencies affecting the estimated budget.</p> |
| <b>1.5 Proposal Presentation and Clarifications</b> | <p>Present the proposed technical solution to Creative and the Ministry, as requested, and respond to clarification questions or technical comments raised during the evaluation process.</p> | <p>a. Technical presentation of the proposed solution, where requested.</p> <p>b. Written responses to clarification questions, where requested.</p> <p>c. Revised proposal documents, where revisions are requested during the evaluation process.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



## 2. Proposed Contract Deliverables (After issuing the Contract)

Following evaluation and selection of the successful Offeror, and subject to the required approvals, vetting, and contract issuance, the selected Offeror will be responsible for the implementation activities and deliverables described below.

The following list represents the proposed contract deliverables after the RFP stage. The final deliverables, milestones, timelines, and payment conditions will be further defined and agreed in the subsequent contract and finalized in coordination with Creative and MOLAE.

|                                                                   | Task:                                                                                                                                                                                                                                                                                                                                                                                                           | Proposed Contract Deliverables:                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2.1 Design Review and Finalization</b>                         | Work with Creative/MOLAE's technical and procurement teams to incorporate agreed comments and finalize the design package and BoQ. The successful Offeror may be required to revise and improve its proposal to ensure that it fully reflects the requested SoW. Where such revisions result in additional or reduced costs, the budget may be adjusted accordingly, subject to Creative's review and approval. | <ul style="list-style-type: none"> <li>a. Final Technical Design Package.</li> <li>b. Final equipment and infrastructure specifications.</li> <li>c. Finalized BoQ.</li> <li>d. Final implementation methodology and schedule.</li> <li>e. Updated budget/cost proposal, where applicable.</li> </ul>                           |
| <b>2.2 Required Clearances and Approvals</b>                      | Proceed with the required MOLAE and RAM Vetting processes and obtain the necessary clearances and approvals prior to implementation.                                                                                                                                                                                                                                                                            | <ul style="list-style-type: none"> <li>a. Documentation required for MOLAE review and approval.</li> <li>b. Documentation required for RAM Vetting.</li> <li>c. Updated technical/submittal package incorporating clearance comments.</li> <li>d. Evidence of required approvals/clearances prior to implementation.</li> </ul> |
| <b>2.3 Supply, Installation, Configuration, and Commissioning</b> | Following clearance and authorization to proceed, supply, install, configure, commission, and test the approved solution in accordance with the finalized design and approved BoQ.                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>a. Approved equipment and materials delivered to the designated site(s).</li> <li>b. Installation and configuration completed in accordance with the approved design.</li> <li>c. Installation and commissioning reports.</li> </ul>                                                     |
| <b>2.4 Testing and Site Acceptance</b>                            | Demonstrate compliance with the approved technical specifications and objective Site Acceptance Criteria (SAC). The delivered solution will be verified line-by-line against the approved BoQ prior to final acceptance.                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>a. Site testing documentation, as applicable.</li> <li>b. Site Acceptance Test (SAT) procedures and results.</li> <li>c. Line-by-line BoQ verification.</li> <li>d. Final Site Acceptance Certificate, subject to Creative/MOLAE acceptance.</li> </ul>                                  |

|                                                              |                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2.5<br/>Documentation,<br/>Training, and<br/>Handover</b> | Provide the required technical and operational documentation, train designated Ministry personnel, and formally hand over the completed system. | <ul style="list-style-type: none"> <li>a. System administration and configuration manuals.</li> <li>b. Training materials and training completion records.</li> <li>c. Final asset register.</li> <li>d. Warranty and support documentation.</li> <li>e. Offeror and manufacturer documentation, where applicable.</li> </ul>    |
| <b>2.6 Final<br/>Handover and<br/>Sustainability</b>         | Formally hand over the completed and accepted system and provide the information required for its continued operation and maintenance.          | <ul style="list-style-type: none"> <li>a. Final configuration documentation.</li> <li>b. Final asset register and equipment inventory.</li> <li>c. Operations and Maintenance (O&amp;M) Plan.</li> <li>d. Recommended technical support arrangements.</li> <li>e. Final Handover Report and acceptance documentation.</li> </ul> |

#### **Important Contracting Note**

The contract deliverables listed above are **indicative at the RFP stage** and are intended to define the expected scope and outputs of the successful Offeror. The final deliverables and their detailed specifications will be refined and formally incorporated into the subsequent agreement, including the applicable **milestones, delivery timelines, acceptance criteria, responsibilities, and payment terms**.



## ATTACHMENT II : INSTRUCTIONS TO OFFERORS

### A. General Instructions

These Instructions to Offerors will not form part of the offer or of the Agreement. They are intended solely to aid Offerors in the preparation of their proposals. **Read and follow these instructions carefully.**

1. The proposal and all corresponding documents related to the proposal must be written in the English language, unless otherwise explicitly allowed. Additionally, all proposals should be single-spaced with clear section headings, and be presented in the order specified in Attachment III – Evaluation Criteria.
2. Proposals must include only the Offeror's own work. No text should be copied from sources outside of your firm, unless those sources are adequately cited and credited. **If Creative determines that any part of the proposal is plagiarized from outside sources, the Offeror will be automatically disqualified.**
3. Proposals and all cost and price figures must be presented in **USD**. All prices should be gross of tax and customs duties.
4. The Offeror must state in their Proposal the validity period of their offer. The minimum offer acceptance period for this RFP is **30 days** after closing date of the RFP. If an Offeror has provided a validity period of less than 30 days, they will be asked to revise this. If the Offeror does not extend the validity period, their proposal will be rejected. Creative reserves the right not to make an award.
5. The Technical Proposal and Cost/Business Proposal **must** be kept separate from each other. Technical Proposals must not make reference to cost or pricing information **at any point**. This will enable in order the technical evaluation to be made strictly on the basis of technical merit.
6. Offerors must be authorized to conduct business in Syria, as evidenced by submission of a copy of a valid Business License (if registered as a for-profit company), a valid Host Government license (if registered as a non-profit organization) or a municipal license (if registered as a local Offeror of goods or import-export dealer). The copy of the authorization must clearly show a number, official government stamp and date of issue and date of expiry.
7. No costs incurred by the Offerors in preparing and submitting the proposal are reimbursable by Creative or/and the MOLAE. All such costs will be at the Offeror's expense.
8. **Responsibility Determination:** Contract shall only be made to "responsive" Offerors. To enable Creative to make this determination, the Offeror must provide a cover letter, as provided in Attachment IV.
9. **Late Offers:** Offerors are wholly responsible for ensuring that their Offers are received in accordance with the instructions stated herein. A late Offer will be recommended for rejection, even if it was late as a result of circumstances beyond the Offeror's control. Late offers will only be considered at Creative's Procurement Department's discretion.
10. **Modification/Withdrawal of Offers:** Offerors have the right to withdraw, modify or correct their offer after it has been delivered to Creative at the address stated above, and provided that the request is made **before** the RFP closing date.
11. **Disposition of Proposals:** Proposals submitted in response to this RFP will not be returned. Reasonable effort will be made to ensure confidentiality of proposals received from all Offerors. This RFP does not seek information of a highly proprietary nature, but if such information is included in the Offeror's proposal, the Offeror must alert Creative and must annotate the material by marking it "Confidential and Proprietary" so that these sections can be treated appropriately.
12. **Clarifications and Amendments to the RFP:** Any questions regarding this solicitation must be **emailed** to [Procurement-syria@furatlogs.com](mailto:Procurement-syria@furatlogs.com). No questions/clarifications will be entertained if they are received by



another means. The solicitation number should be stated in the subject. Responses will be complied and emailed to the requesting potential Offeror, and will be sent to all organizations that requested this RFP, or re-posted publicly if offered as a full and open competition.

13. Creative anticipates that discussions with Offerors will be conducted; however, Creative reserves the right to issue the contract without discussions. It is strongly recommended that Offerors present their best offer.
14. Eligibility of Firms – Source/Origin/Nationality: The authorized geographic code for the source and origin of the goods and services and for the nationality of our suppliers under this contract is **937**. A full discussion of the source/origin/nationality requirements maybe found at 22 CFR 228 (see [http://www.access.gpo.gov/nara/cfr/waisidx\\_02/22cfr228\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr228_02.html)). Offerors whose proposals fail to meet the nationality requirements will be considered non-responsive.

**Failure to agree and comply with any of the above specifications will result in the Offeror being considered unresponsive and the proposal may be rejected.**

**B. Submission of Proposal:**

Proposals must be submitted in **two separate e-mails**:

- E-mail 1 – Technical Proposal including company profile, methodology, staffing plan, and draft deliverable outlines
- E-mail 2 – Cost/Business proposal
- Each email should be clearly labeled with the RFP number and project title.
- Proposals must be delivered no later than the specified date/time to the address below:

Creative Procurement Department  
[Procurement-syria@furatlogs.com](mailto:Procurement-syria@furatlogs.com)

**Offerors who do not submit their technical and cost proposals separately may be automatically disqualified.**

**C. Content of Proposal:**

1. The proposal shall be comprised of four sections:
  - A. Offeror Cover Letter (Attachment IV)** - The Offerors Cover Letter: should be on the Offeror's letterhead and MUST contain the information requested in Attachment IV.
  - B. Offeror's Valid Business License** – Offeror shall include copy of valid Business license

**C. Technical Proposal**

- Should clearly and precisely address theoretical and practical aspects that the Offeror has considered and will employ to carry out the statement of work.
- The Technical Proposal is the opportunity for the Offeror to demonstrate that the firm is “technically capable” of implementing the activity and should demonstrate the Offeror's understanding of and capabilities to carry out the work, and address the key issues described in the Evaluation Criteria in Attachment III.
- The Technical Proposal should be divided into clearly separate sections following the same order of the Evaluation Criteria in Attachment III. A mis-ordered proposal that makes information hard to find will result in lower scores.
- **If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be automatically disqualified.**



- D. **Cost/Business Proposal** shall be submitted separately from the technical proposal and will primarily indicate the cost for performing the work specified in this RFP.

At a minimum, the Cost/Business proposal should include the following information:

**1. Budget**

- A detailed budget that provides a break-down of fully burdened labor by labor category and other direct costs by line item.
- Detailed and comprehensive pricing notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.
- Provide a description of Offeror's financial and accounting systems...
- If an Offeror provides insufficient information in their technical and/or cost proposal or more data is needed to justify reasonableness of proposed pricing, Creative reserves the right to request additional cost data, information, or to request a revised proposal from the Offeror, if necessary.
- If indirect rates are required, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).
- Detailed cost data required
- Table 1 below is a sample format for the detailed budget. The Offeror may list any reasonable, allowable and allocable cost items, but must follow the major categories listed below, breaking down all "lump sum" items as much as reasonably possible.

**Table 1**

| Description                           | Unit (day/month) | Quantity | Unit Cost | Total Price |
|---------------------------------------|------------------|----------|-----------|-------------|
| A) Program Staffing by labor category |                  |          |           |             |
| B) Travel                             |                  |          |           |             |
| C) Equipment                          |                  |          |           |             |
| D) Supplies                           |                  |          |           |             |
| E) Other Direct Costs                 |                  |          |           |             |

- Submit reasonably comprehensive budget narrative/ budget notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.
- Labor shall be broken down by Labor category and Offeror shall include position descriptions, including education and experience required per position included.
- Daily rates are based on 8 hours per day, monthly rates based on 5-day workweek
- Other direct costs and travel shall be broken down by cost line item
- Any subcontracting costs shall be broken out in a similar manner and fully justified to include a price reasonableness determination. Subcontractor quotes should be included with cost proposal.

**2. Professional References**

Using the **exact table format provided below**, please list only the projects implemented within the past 3 years, a brief description of how each is relevant to this RFP and the contact details for each previous client or donor. Please include recommendation/appreciation letters and certificates as attachments.



Table 2

| # | (a)<br>Activity Title | (b)<br>Location(s) of<br>activity | (c)<br>Synopsis of the<br>activity and its<br>relevance to<br>this RFP | (d)<br>Performance<br>period (date,<br>duration and<br>if completed<br>on schedule) | (e) Prime or<br>Subcontractor? | (f)<br>Amount for<br>the activity | (g)<br>Name &<br>Contact Info<br>(E-mail <u>and</u><br>phone) of client |
|---|-----------------------|-----------------------------------|------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------|-----------------------------------|-------------------------------------------------------------------------|
| 1 |                       |                                   |                                                                        |                                                                                     |                                |                                   |                                                                         |
| 2 |                       |                                   |                                                                        |                                                                                     |                                |                                   |                                                                         |
| 3 |                       |                                   |                                                                        |                                                                                     |                                |                                   |                                                                         |

Failure to comply with any of the above will result in the Offeror being considered “unresponsive” and the proposal may be rejected. Creative reserves the right to make no award, or multiple awards, under this RFP.



### ATTACHMENT III EVALUATION CRITERIA

#### A. **BASIS OF AWARD:**

1. The procurement committee will evaluate proposals on a best value basis, in accordance with the Federal Acquisition Regulations (FAR) Subpart 15.1 – Source Selection Processes and Techniques.
2. Technical proposals are evaluated first and independently of price. Evaluators must not access cost/business proposals until the technical consensus and qualification determination are complete.
3. Technical merit is scored out of 100 points. Only offerors scoring at least 70 points proceed to cost reasonableness and financial capability review.
4. Award is on a best-value basis: the selected offeror is the responsible offeror presenting the optimal combination of technical merit and reasonable cost. Lowest price alone does not control, and price is not converted to points.
5. Cost/business proposals are reviewed for reasonableness, allowability, allocability, realism, completeness, and consistency with the technical proposal; this review is non-scored.
6. The committee may seek written clarifications, conduct a technical presentation, verify references, and request supporting information. Clarifications may explain or confirm an offer but may not be used to permit an offeror to rewrite its proposal or gain an unfair competitive advantage.

#### B. **EVALUATION CRITERIA**

##### 1. **Initial compliance and responsiveness screening (pass/fail)**

Procurement completes this screen before technical scoring. Record each result and the evidence reviewed. A “Fail” is normally non-responsive and removed from further evaluation, subject to the RFP’s stated discretion and applicable procurement rules.

| Check                                   | Pass standard                                                                                                                       | Result / evidence                         |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Timeliness                              | Proposal received by the RFP closing date/time, unless Procurement documents an authorized exception.                               | Pass / Fail; receipt record               |
| Correct submission channel and labeling | Technical and cost/business proposals received in two separate emails, properly labeled with the RFP number and title.              | Pass / Fail; email record                 |
| Technical proposal free of pricing      | Technical proposal contains no cost or pricing information.                                                                         | Pass / Fail; screening log                |
| Letter of Interest and site visit       | Timely Letter of Interest submitted and mandatory physical site visit attended.                                                     | Pass / Fail; LOI and attendance log       |
| Cover letter                            | Completed, signed Attachment IV offeror cover letter.                                                                               | Pass / Fail; document check               |
| Legal authorization                     | Valid business license or other RFP-acceptable registration/license, with required identifying information.                         | Pass / Fail; license copy                 |
| English and proposal organization       | Proposal is in English and substantially follows Attachment III order; any material failure that prevents evaluation is documented. | Pass / Fail; screening notes              |
| Proposal validity                       | Offer validity is at least 30 days after RFP closing, or offeror timely agrees to extend if requested.                              | Pass / Fail; cover letter / clarification |
| Source/origin/nationality               | Offeror meets RFP authorized geographic code 937 requirements, subject to verification.                                             | Pass / Fail; certification / screening    |

## 2. Mandatory technical requirements (pass/fail)

These are RFP-required, non-negotiable elements. Confirm them before or alongside scoring. A missing essential element that prevents the committee from determining compliance should result in rejection as non-responsive; minor ambiguities may be clarified on an equal basis.

| Requirement                   | Minimum pass standard                                                                                                                                                                                                           | Evidence                     |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Required technical submission | Technical assessment incorporates site survey findings; addresses workloads, storage, network, connectivity, assumptions, dependencies, risks, constraints, and mitigations.                                                    | Technical proposal           |
| Architecture and scalability  | Right-sized data center and network architecture; explicit Phase 2 scalability without replacing Phase 1 investments; data sovereignty approach.                                                                                | Design narrative / diagrams  |
| BoQ and budget                | Itemized Offeror-neutral BoQ with performance-based specifications and market-based estimated budget mapped to the budget envelope; assumptions, exclusions, optional items, and contingencies identified.                      | BoQ / budget submission      |
| Compliance approach           | Export-control, sanctions, and technical-licensing screening approach is included and acknowledges that implementation cannot proceed without required approvals.                                                               | Compliance section           |
| Minimum staffing              | Named at least two engineers/experts; ICT Infrastructure Engineer, or/and data center expert each has at least five years of relevant experience and demonstrable data-center design engagements; CVs and organogram submitted. | Staffing plan / CVs          |
| Comparable past performance   | At least one comparable assignment within the last three years, with client references and relevance description.                                                                                                               | Professional reference table |

## 3. Technical scoring methodology

**100 points.**

Each evaluator scores independently using the matrix below. Scores must be supported by proposal citations. Award only the points justified by the quality and completeness of the response; do not award points merely because a topic is mentioned.

| Criterion / Sub-criterion                                           | RFP-aligned evaluation focus                                                                             | Maximum          |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------|
| <b>1. Problem statement and local knowledge (Maximum 15 points)</b> |                                                                                                          |                  |
| 1.1 MOLAE operating environment and infrastructure constraints      | Understanding of infrastructure constraints in the MOLAE operating environment.                          | <b>15 Points</b> |
| 1.2 Sanctions and export-control awareness                          | Understanding of the Syria sanctions/export-control environment and its implications for the assignment. |                  |
| 1.3 Data sovereignty and co-host context                            | Understanding of data sovereignty requirements and the co-host operating context.                        |                  |
| 1.4 Digitization of the priority archive                            | Understanding of the digitization requirements for the first-priority archive of contracts.              |                  |

| Criterion / Sub-criterion                                    | RFP-aligned evaluation focus                                                                                                                                                                                        | Maximum   |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1.5 Correct problem framing                                  | Overall coherence of the problem statement; correctly framed to MOLAE.                                                                                                                                              |           |
| 2. Ability to implement (Maximum 15 points)                  |                                                                                                                                                                                                                     |           |
| 2.1 Organizational capability and track record               | Demonstrated organizational capability for comparable data-center/network assessment, architecture design, and BoQ development.                                                                                     | 15 Points |
| 2.2 Survey methods and assessment approach                   | Credibility and rigor of proposed site survey methods and assessment approach.                                                                                                                                      |           |
| 2.3 Mobilization and delivery readiness                      | Ability to deploy personnel and resources, secure site access, and manage logistical and operational risks within the operating environment.                                                                        |           |
| 3. Methodology (Maximum 15 points)                           |                                                                                                                                                                                                                     |           |
| 3.1 Chronological work plan                                  | Chronological plan addressing the RFP objectives in a logical sequence.                                                                                                                                             | 15 Points |
| 3.2 Resiliency and Phase 2 scalability approach              | Approach to resiliency and scalability for Ministry-led Phase 2.                                                                                                                                                    |           |
| 3.3 Offeror-neutral specifications and market-based estimate | Approach to Offeror-neutral performance specifications and the market-based cost estimate.                                                                                                                          |           |
| 3.4 Compliance screening and design review                   | Export-control/sanctions screening approach and design review and revision process.                                                                                                                                 |           |
| 4. Staffing and In-country support (Maximum 20 points)       |                                                                                                                                                                                                                     |           |
| 4.1 ICT Infrastructure Engineer/Expert                       | Suitability, relevant experience (minimum five years), and data-center design evidence.                                                                                                                             | 20 Points |
| 4.2 Network Consultant                                       | Suitability, relevant experience (minimum five years), and data-center design evidence.                                                                                                                             |           |
| 4.3 Roles, reporting, and delivery capacity                  | Clarity of roles and reporting lines; capacity of the team to deliver in the period of performance.                                                                                                                 |           |
| 4.4 In-Country Support                                       | Availability, and adequacy of local personnel or partners to support delivery within the operating environment throughout the period of performance and continue support after installation.                        |           |
| 5. Past performance (Maximum 15 points)                      |                                                                                                                                                                                                                     |           |
| 5.1 Relevance and similarity of assignments                  | Relevance and similarity of at least one comparable assignment within the last three years.                                                                                                                         | 15 Points |
| 5.2 Successful delivery track record                         | Evidence of successful delivery on the referenced comparable assignments.                                                                                                                                           |           |
| 5.3 Quality and credibility of references                    | Quality, credibility, and consistency of client references.                                                                                                                                                         |           |
| 6. Source and manufacturer preference (Maximum 20 points)    |                                                                                                                                                                                                                     |           |
| 6.1 Preferred source and manufacturer                        | Preference given to proposals identifying a traceable, reputable source and manufacturer for proposed equipment and materials, consistent with the RFP's authorized geographic code and quality/warranty standards. | 20 Points |
| Total technical score                                        |                                                                                                                                                                                                                     | 100       |



#### 4. Rating anchors

| Rating band                             | Guidance for allocating criterion points                                                                                                          |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Excellent (86-100% of available points) | Specific, complete, feasible, and well-evidenced response; materially reduces delivery risk; clear understanding and credible, tailored solution. |
| Good (80-85%)                           | Responsive and feasible with adequate evidence; minor gaps or risks that do not undermine confidence.                                             |
| Acceptable (70-79%)                     | Partly responsive; meaningful gaps, limited evidence, or moderate risks; minimum confidence is not established for a high score.                  |
| Poor & unacceptable (1-69%)             | Materially incomplete, generic, inconsistent, or high-risk; limited confidence in successful delivery.                                            |

Technical qualification: an offeror qualifies only when it passes the compliance and mandatory checks and receives a final consensus technical score of 70/100 or higher. Offers below 70 are non-competitive and their cost/business proposals must not be considered.

#### 5. Best-value selection and financial review decision

- Award will be given on a best-value basis to the responsible offeror presenting the optimal combination of technical merit and reasonable cost. Lowest price alone will not determine award.
- Only offerors that achieve a final technical qualification score of at least 70 out of 100 will be considered further. The cost/business proposals of offerors that do not meet this threshold will not be opened or evaluated.
- For technically qualified offerors, the cost/business proposal will be reviewed for reasonableness, completeness, and consistency with the technical proposal, and the offeror's financial capability to carry out the assignment will be assessed. This review may include a request for clarification or supporting information.
- The approved budget envelope is a firm not-to-exceed ceiling listed on page 1. Any proposal whose total proposed cost exceeds the ceiling mentioned in Page 1 will be considered non-responsive and will be rejected, regardless of technical merit. A proposal that exceeds the ceiling will not be normalized, negotiated down, or partially accepted to bring it within the envelope as a condition of award; offerors are responsible for presenting a complete, working solution within the ceiling. Any optional, additive, or Phase 2 scalability items must be priced separately and excluded from the base total tested against the ceiling and cannot be used to bring the base solution within the envelope.
- The best-value determination will weigh each technically qualified offeror's technical strengths and weaknesses, delivery and implementation risk, reference results, and the reasonableness of its proposed cost.
- Award is subject to successful negotiation of final terms and conditions and to any required approvals and clearances. No supply, shipment, installation, configuration, or commissioning activity may begin until the required design review, and any applicable approvals have been completed.

##### 5.1 Trade-off analysis method

Best value is not calculated by formula. For each technically qualified offeror, the committee documents the following comparison before selecting:

- Rank offerors by consensus technical score and note each one's key strengths, weaknesses, and risks.



- Review each offeror's cost for reasonableness and consistency with its technical proposal; assess financial capability.
- Compare technical advantages against cost differences: does a higher technical score justify a higher price, or does a lower price come with acceptable risk.
- Record the rationale for the selected offeror in the selection memorandum, whether or not it is the highest-scoring or lowest-cost offer.

**If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be automatically disqualified.**

**Creative reserves the right to request additional supporting documentation or a revised proposal from an Offeror if insufficient information has been provided in the Offeror's technical and/or cost proposal. If the requested information is not provided, Creative has the right to disqualify the firm from further consideration.**

#### **Proposal Opening and Extension of the Solicitation Period**

- **Technical Evaluation Condition:** Technical evaluation shall proceed when two or more proposals are received by the submission deadline. Only offerors meeting the minimum technical qualification threshold will proceed to the cost/business proposal opening and evaluation stage.
- **Financial Evaluation Condition:** Financial evaluation shall proceed when two (2) or more offerors successfully pass the technical evaluation by achieving a minimum score of 70 out of 100. If only one (1) offeror meets or exceeds the minimum technical qualification threshold, the cost/business proposal of that offeror shall not be opened or evaluated, and the procurement process shall not proceed to the financial evaluation stage.
- If the technical or/and financial evaluations fail, the solicitation may be extended for an additional two (2) weeks, and the Letter of Interest (LOI) provision will be reactivated to encourage additional eligible offerors to participate.
- Following any extension period, any new participating or failed Offerors from round one will be invited to attend a scheduled site visit and Q&A session, where they will have the opportunity to review the requirements and raise any technical, administrative, or legal questions before submitting their proposals.
- All offerors participating during an extended period will be subject to the same requirements, evaluation methodology, deadlines, and terms and conditions set forth in the RFP, as may be formally amended or clarified by the issuing organization.
- Creative reserves the right to further extend, cancel, amend, or otherwise modify the solicitation process, as necessary, in accordance with applicable procurement policies and required approvals in close coordination with the MOLAE.



**ATTACHMENT IV: PROPOSAL COVER LETTER  
FORMAT FOR PROPOSAL COVER LETTER – TO BE PRINTED ON ORGANIZATIONAL LETTERHEAD**

City, Country

<Date>

To: Creative Associates, International (Creative)

Attn: Procurement Team

Dear Sir / Madam:

We, the undersigned, offer to undertake the [RFP-FURAT-III-003-2026], [FURAT III], in accordance with Creative Request for Proposal dated [08/10/2026] and our Technical and Cost/Business Proposal submitted herein.

Our organization's details are as follows:

- i. Company's Name
- ii. Company's Address
- iii. Name of Company's authorized representative:
- iv. Telephone #/Cellular Phone #, Email address:
- v. Validity Period of Proposal
- vi. A valid Business License

Our proposal shall be binding upon us, subject to any modifications resulting from negotiation, up to expiration of the validity period of the proposal. We understand Creative is not bound to accept this or any Proposal received.

We also certify that our organization:

- (a) has adequate financial resources including appropriate insurance coverage to perform the work stated herein, or the ability to obtain them without delay;
- (b) is able to comply with the described delivery or performance schedule, taking into consideration all existing commitments and constraints;
- (c) has a satisfactory performance record;
- (d) has a satisfactory record of integrity and business ethics;
- (e) has the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
- (f) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Sincerely,

Authorized Signature:

Name and Title of Signatory:

Date:



**ATTACHMENT V  
COMPLIANCE CERTIFICATION**

As part of the Offeror submitting a valid proposal to Creative in response to this RFP, the Offeror certifies that:

**1. CODE OF CONDUCT**

The Offeror agrees to perform any resultant Purchase Order issued by Creative in a professional, ethical and culturally sensitive manner as further described in Creative's Supplier Code of Conduct. Special attention should be focused on the Whistleblower Protection (and Seller's responsibility to report fraud, waste and abuse suspicions), Child Protection requirements and Creative's commitment to Combatting Human Trafficking.

**2. STATEMENT ON RULES ON SOURCE AND NATIONALITY FOR COMMODITIES AND SERVICES FINANCED BY USAID**

Offeror has thoroughly studied Section 1.e of this RFQ containing "Rules on Source, and Nationality for Commodities and Services financed by USAID" (22CFR228) and that the company as well as all the components and commodities being offered in the Offer in response to this RFQ meet all required source and nationality eligibility criteria as specified under Section 1.6 of this RFQ.

**3. 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—



- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that:

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—It does ☐, does not ☐ use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—



- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known)
  - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
  - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
- (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
  - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**4. 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (DEC 2019)**

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

**Additional terms and conditions for the Purchase Order Agreement shall be provided upon notice of award.**



## Attachment VI Creative Terms and Conditions

Work performed or supplies delivered under the Agreement resulting from this RFP is pursuant to a contract from USAID. All relevant flow-down clauses from the contract will be incorporated in the Agreement: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the contract to enable USAID to enforce its rights hereunder. This agreement incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Creative Associates and "Contractor" to mean the Contract recipient of the Agreement resulting from this award.

Seller and Creative Associates International, Inc. ("Creative" or "Company" or "Buyer") enter into the following Agreement ("Purchase Order") with the following terms and conditions:

- 1. COMPLETE AGREEMENT AND CONDITIONS.** This Purchase Order and documents specifically incorporated herein by reference contains all the agreements and conditions made between Buyer and Seller and supersede and replace all other agreements between Buyer and Seller whether verbal or written, with respect to the subject matter hereof. Any copy of this Purchase Order will be considered as effective for any purpose as if it were the original.
- 2. ACCEPTANCE.** Unless otherwise provided herein, Seller's acknowledgement of this Purchase Order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of this Purchase Order and all of its terms and conditions. No term or condition stated by Seller in acknowledging or otherwise accepting this Purchase Order shall be binding upon Buyer unless specifically accepted in writing by Buyer. Any objection by Seller will be ineffective unless Buyer is advised in writing thereof within 10 business days after the issuance of the Purchase Order.
- 3. NOTICES.** All notices, demands or other communications required or desired to be given hereunder by any Party under this Agreement shall be in writing, and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered US mail or DHL/FedEx to the address of the Party to be noticed as set forth herein or such other address as such Party last provided to the other by written notice.
- 4. SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 5. PAYMENT TERMS.**
  - i. Seller shall invoice Creative in accordance with instructions in the body of the Purchase Order. Seller shall be paid not later than thirty (30) days after acceptance of the work invoiced and receipt of an acceptable invoice requesting payment. Final invoices shall be submitted within sixty (60) days after the last delivery date or the end of the period of performance. Invoices received after sixty (60) days may not be processed.
  - ii. Unless otherwise mutually agreed to by the Parties, Seller hereby agrees to release and discharge the Buyer, its officers, agents, and employees, successors and assigns of and from all liabilities, obligations, and claims arising out of or under this Purchase Order, where such are submitted after the stated one hundred and eighty (180) day "Limitation Period".
- 6. TAXES.** Seller shall pay value-added taxes and custom duties assessed by the host government. This responsibility does not include sales tax or employment taxes required by local law which will be invoiced separately to Creative. The Seller is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which the Seller is normally responsible as a result of operating its business. Seller shall be responsible for providing a tax identification number, along with bank account details, company name, company or corporate registration number, company address, contact number.
- 7. SUBCONTRACTS.**
  - i. Seller shall not subcontract any work called for by the Purchase Order without the prior written consent of Buyer. Seller shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers.
  - ii. No subcontract placed under this Purchase Order shall provide for payment on a cost-plus-percentage-of-cost basis and Seller agrees to select subcontractors/suppliers on a competitive basis to the maximum extent practical consistent with the objectives and requirements of this Purchase Order.
  - iii. Any subcontract approved under this Purchase Order shall include essentially the same terms, conditions, certifications, and assurances as included in this Purchase Order.



- 8. ASSIGNMENT.** Seller shall not assign this Purchase Order or any rights hereunder or any monies due or to become due hereunder without the prior written consent of Buyer, and no purported assignments by Seller shall be binding on Buyer without its written consent.
- 9. GOVERNING LAW AND LANGUAGE.**
- i. Unless otherwise stated in the body of this Purchase Order, this Purchase Order shall in all respects be governed, construed, interpreted and enforced under the laws of the District of Columbia, United States of America. Any disputes, claims, actions or proceedings arising out of or related to this Purchase Order shall be resolved in a court of competent jurisdiction in the District of Columbia, only.
  - ii. In any action or proceeding to enforce rights under this Purchase Order, the prevailing Party will be entitled to recover costs and attorney's fees.
  - iii. All notices pursuant to the provisions of this Purchase Order shall be in English.
- 10. RELATIONSHIP OF THE PARTIES.** The relationship of Seller to Buyer shall be that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller's employees, agents and/or representatives (hereinafter "Employees") performing under this Purchase Order shall at all times be under Seller's direction and control and Seller shall so inform them. Seller shall pay all wages, salaries, and other amounts due its Employees in connection with this Purchase Order and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized to commit Buyer in any way.
- 11. COPYRIGHTS.** Seller agrees that all deliverables produced by Seller under this Purchase Order shall be considered works for hire and, as such, the sole property of the Buyer. Buyer shall have exclusive rights to reproduce such materials in any country or countries.
- 12. RIGHTS IN DATA.** Seller understands and agrees that Creative may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the performance period of this agreement and thereafter, Seller agrees to take all actions and execute any documents that Creative may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Creative). Seller shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. Seller shall defend, indemnify, and hold harmless Creative against all claims, suits, costs, damages, and expenses that Creative may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Creative may withhold any sums due the Seller under this Purchase Order.
- 13. PATENTS.** Seller guarantees that the sale and use of each and all articles and things now or hereafter delivered hereunder will not infringe any patent or copyright; that Seller will, at its own expense, defend any action, suit or claim or assist in defense thereof, including any brought against Buyer or the U.S. Government, in which an infringement of any patent or copyright is alleged with respect to the sale or use of such articles or things; and that Seller will indemnify and save harmless Buyer and its customers and uses, including the Government, from any and all losses, costs, and damage for infringement or alleged infringement of any patent or copyright because of the sale or use of such articles or things.
- 14. PATENT RIGHTS.** Seller will disclose promptly to Buyer all ideas, inventions, discoveries, and improvements, hereinafter referred to as "Subject Inventions", whether or not patentable, relating to the work hereunder that are in the performance of its work under this Purchase Order. Seller agrees to keep a written record of its technical activities and all such records and such Subject inventions shall become the sole property of Buyer. During or subsequent to the period of this Purchase Order, Seller will execute and deliver to Buyer all such documents and take such other actions as may be reasonably required by Buyer to assist it in obtaining patents and vesting in Buyer, or its designee, title to said Subject Inventions.
- 15. PROPRIETARY INFORMATION.** Seller agrees that all information disclosed, obtained, or discovered by Seller or its representatives from, but not limited to, drawings, prints, publications, specifications, processes, manufacturing techniques, verbal explanations, schedules and the like, as a result of this Purchase Order, are received in confidence and are the proprietary property of Buyer, and that such information shall not be reproduced or used by Seller or transmitted or disclosed to any person or organization by Seller, without the prior written consent of Buyer, provided, however, that upon prior written notice to Buyer, Seller shall have the right to use such information in the manufacture of end items for direct sale to the Government to the extent the Government has the right to authorize such use by Seller, and further provided that Seller



identified to Buyer the information to be used, and to the extent practicable prominently identifies each such end item as being manufactured by the Seller for direct sale to the U.S. Government.

16. **WAIVER.** The failure of Buyer in any one or more instances to insist upon performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege in this Purchase Order contained, or the waiver of any breach of the terms or conditions of this Purchase Order shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.
17. **RISK OF LOSS.** Seller will bear all risk of loss on supplies called for by this Purchase Order until final acceptance by Buyer, or a designated third party at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence of Buyer. Seller also assumes all risk of personal injury, and all risk of damage to or loss of personal property furnished by it.
18. **LIABILITY FOR INJURY.** Seller agrees to be responsible for, and to indemnify and save harmless, Buyer and its employees and customers from any and all injury, death, damage, and loss to persons or property arising from or incident to the work to be performed by Seller pursuant to the Purchase Order, whether performed on the premises of Seller or Buyer or elsewhere. Seller agrees to carry and maintain insurance coverages satisfactory to Buyer to cover the above and upon Buyer's request, to furnish to Buyer certificates or other appropriate evidence of such insurance.
19. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof to Buyer. Such notice shall include all relevant information with respect to such dispute.
20. **INSPECTION.** All supplies and services will be subject to inspection and test by Buyer, its customers, higher tier contractors, and the U.S. Government, at all times and places, as such parties may require. Seller shall provide, without additional charge, all reasonable facilities and assistance for the safety and convenience of the foregoing parties in performance of such inspections and tests. In case any supplies or services are defective in material workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer will, in addition to any other rights, have the right to: (i) reject same and rescind the Purchase Order as to the rejected supplies or services; (ii) reject same and require the correction thereof by the Seller; or (iii) accept same and deduct from the amount due Seller the cost of remedying such defect. If Buyer elects the foregoing (ii), Seller will promptly replace same with supplies or services acceptable to Buyer in accordance with Buyer's instructions at no expense to Buyer. If Seller fails to replace or correct promptly such supplies or services in accordance with Buyer's instructions, Buyer may (i) by contract or otherwise replace or correct such supplies or services and charge Seller the cost occasioned Buyer thereby, or (ii) terminate this Purchase Order for default in accordance with the clause hereof entitled "Termination". Notification of prior rejection will be submitted with replacement of such rejected supplies and Services. Final inspection and acceptance will be made by Buyer or designated third parties at destination unless otherwise specified in this Purchase Order. Seller will provide and maintain an inspection system acceptable to Buyer. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of this Purchase Order and for such longer period as Buyer determines. No inspection (including source inspection, tests, approval including design approval), or acceptance by any of the foregoing parties shall relieve Seller from responsibility for all defects or other failure to meet the requirements of this Purchase Order or from any warranties. Rights hereunder are cumulative and in addition to any other rights or remedies provided in this Purchase Order or in law of equity.
21. **WARRANTY.** Unless otherwise agreed to in writing by the parties, Seller warrants that articles ordered with specifications will conform thereto and to any drawing, samples, or other description furnished or adopted by Buyer, or if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all articles will be merchantable, of good material and workmanship, and free from defect. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the articles, and shall run to Buyer, its successors, assigns, and customers. Except for latent defects, fraud, or such gross mistakes of Seller as to amount to fraud, notice of any defect or nonconformity must be given by the Buyer to the Seller within one (1) year after delivery, or one (1) year after receipt of satisfactory qualification test reports, if required hereunder, whichever is later. Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of the defective or nonconforming article or part thereof. Return to Seller of any defective or nonconforming article and delivery to Buyer of any corrected or replaced articles will be at Seller's expense. Defective or nonconforming articles will not be corrected or replaced unless specified on Buyer's written Purchase Order. Articles required to be corrected or replaced will be subject to the provision of this clause and the clause hereof entitled "Inspection" in the same manner and to the same extent as articles originally delivered under this Purchase Order, but only as to the corrected or replaced part or parts thereof.
22. **PROFESSIONAL STANDARDS.**
  - i. Buyer agrees and represents that:



a. Entering into this Purchase Order and performing the duties and services foreseen hereunder will not create a conflict of interest for Seller or Buyer; and

b. All applicable laws and regulations governing the conduct of government contractors will be observed and complied with.

- ii. Seller recognizes it may be necessary for Buyer to disclose to appropriate authorities the fact of Seller's retention, the duties performed by Seller and the compensation paid to Seller. Seller hereby consents to the disclosure of this and related information should Buyer believe it is in its best interest to do so.

**23. PROHIBITED ACTIVITIES.** Seller agrees it shall not provide any of the following services under this Purchase Order, and that Buyer shall not pay for such services:

- i. Services to improperly obtain, distribute or use information or data protected by law or regulation;
- ii. Services that are intended to improperly influence the contents of solicitations, the evaluation of proposals or quotations, or the selection of sources for contract award by either the Government, a prime contractor or a subcontractor;
- iii. Any activity which results in violation of any statute or regulation prohibiting improper business practices or conflicts of interest; and
- iv. Services that are inconsistent with the purpose and scope of those contracted for under this Purchase Order.

**24. STOP WORK ORDER**

- i. Buyer may, at any time, by written notification to Seller, require Seller to stop all, or any part of the work called for by this Order for a period up to ninety (90) days after the written notification is delivered to Seller, and for any further period which may be required. The notification shall be specifically identified as a Stop-Work Order (SWO) issued under this clause. Upon receipt of the SWO, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of identified in the SWO after a SWO is delivered to Seller, or within any extension of that period, Buyer shall either (1) cancel the SWO or (2) terminate the work covered by the SWO as provided for in the applicable "Termination" clause contained herein.
- ii. If a SWO issued under this clause is canceled or the period of that SWO or any extension thereof expires, Seller shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or Purchase Order price, or both, and this Order shall be modified in writing accordingly if (1) the SWO results in an increase in the time required for, or in Seller's cost properly allocable to, the performance of any part of this Order; and (2) Seller asserts its rights to the adjustment within twenty (20) days after the end of the period of work stoppage.

**25. LATE DELIVERY AND PENALTY.** If the Offeror fails to deliver the supplies or perform the services within the time specified in this agreement, with the exception Force Majeure, Creative may require that Offeror pay, in place of actual damages, liquidated damages in the amount 0.5% of the total value of the Purchase Order whose delivery has been delayed. If Creative terminates this agreement in whole or in part for default, as provided under section 29 below, Offeror is liable for liquidated damages accruing until such time that Creative reasonably obtains delivery or performance from another Offeror. These liquidated damages shall be in addition to any excess costs for re-purchase. Offeror will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Offeror.

**26. TERMINATION.** Creative may terminate performance of work under this Purchase Order, in whole or in part as follows:

- i. The U.S. Government terminates in whole or in part the performance or funding of the prime agreement or associated task order under which this Purchase Order is authorized;
- ii. The U.S. Government orders the termination of the Purchase Order;
- iii. The U.S. Government terminates the scope of work or deliverables in the prime agreement that this purchase order supports;
- iv. Termination for Default. If Seller defaults in performing under the terms of this Purchase Order and fails to cure the default within ten (10) days after receiving a formal notice from Creative specifying the default includes:
  - 1. Failure of the Seller to make progress in the work so as to endanger performance; or
  - 2. Seller's misconduct, including failure to comply with Creative's code of conduct, commission of any unlawful act, or other reasons within the control of the Seller.
- v. If terminated for cause, Creative shall not be liable to the Offeror for any amount for supplies or services not accepted by Creative. Termination for Convenience. Buyer reserves the right to terminate this Purchase Order for any reason. Upon formal notification from Buyer and unless otherwise agreed to between the parties, Buyer shall be liable only for payment in accordance with the payment provisions of this Purchase Order for Services rendered prior to the effective date of termination, and Seller shall have no claim against Buyer for Services not performed, anticipatory profits lost or indirect or consequential damages claimed to have been suffered by reason of such termination.

**27. INSURANCE**

- i. Seller and any approved subcontractors, at their sole cost and expense, will, at all times, prior to commencement and throughout the period of performance of this Purchase Order, maintain with reputable insurance companies' insurance coverage in the minimum amounts as indicated below:



- ii. Worker's Compensation insurance coverage (or DBA, LS&H, or local equivalent outside the U.S.) as required by the laws of the state in which the work is performed, and such insurance shall provide waiver of subrogation against Buyer.
- iii. Employer Liability insurance in the amount of \$1,000,000.
- iv. Commercial General Liability (CGL) (ISO form CG 0001 12/04 or equivalent) with a Combined Single Limit (CSL) of \$2,000,000 bodily injury and/or property damage. Coverage shall include, but not necessarily be limited to, premises and operations, Products and completed operations and contracts.
- v. Automobile Liability (AL) with a CSL of \$2,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
- vi. Additional insurance types and/or limits will be necessary if the work involves special or hazardous operations. Following are examples for additional types of insurance:
  - a. Errors and omissions or professional liability
  - b. Commercial Crime, including employee dishonesty coverage. Coverage must apply to loss or damage to Buyer (or to third parties for whom services are performed), that is caused by Seller's employees.
- vii. Such other insurance as Buyer may require as set forth in this Order or an attachment hereto.
- viii. Limits required may be met by any combination of primary and umbrella/excess insurance.
- ix. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.
- x. The duty to defend, indemnify, and hold harmless Buyer under this agreement shall not be limited by the insurance required in this Purchase Order.
- xi. The insurance required in this Purchase Order shall include the following provisions:
  - a. Seller shall waive the insurer's rights of recovery and subrogation against Buyer;
  - b. The insurance required above shall name Buyer as an additional insured;
  - c. Seller's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by Buyer;
  - d. The legal defense provided to Buyer under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for Buyer is necessary;
  - e. The insolvency or bankruptcy of the insured Seller shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Seller from meeting the retention limit under the policy.
- xii. If requested, Seller shall provide a Certificate of Insurance evidencing Seller's compliance with these requirements. Seller shall also furnish renewed certificates upon request of Buyer's Authorized Representative.

**28. INDEMNIFICATION.** Seller shall be solely liable for, and shall indemnify and hold harmless Creative and its successors and assigns from any claims, suits, judgments or causes of action initiated by any third Party against Creative where such actions result from or arise out of the goods provided; services, inventions or work performed by Seller under this Purchase Order. Seller shall further indemnify, defend and hold harmless Creative and its successors and assigns from and against any and all loss or damage resulting from any misrepresentation, or any non-fulfillment of any representation, responsibility, covenant or agreement on Seller's part, as well as any and all acts, suits, proceedings, demands, assessments, penalties, judgments of or against Creative relating to or arising out of the activities of Seller and Seller shall pay reasonable attorneys' fees, costs and expenses incident thereto. This indemnification shall also include unauthorized use or release of third-Party materials or information.

**29. CHANGES.**

- i. Buyer's Authorized Representative may at any time, by written order, and without notice to sureties or assignees, if any, make changes within the general scope of this Purchase Order. in (1) drawings, designs, statement of work, specifications, planning and /or other technical documents; (2) method of shipment, packaging, or packing; (3) time and place of inspection, delivery or Acceptance; (4) reasonable adjustments in quantities and/or delivery schedules; (5) place of performance of the Service; (6) the amount of Buyer/Government furnished property; and (7) terms and conditions required to meet Buyer's obligations under its Prime Contracts, including, but not limited to, any mandatory flow-down clauses.
- ii. If any such change causes an increase or decrease in the cost of or the time required for the performance of this order, an equitable adjustment will be made in the contract price, or deliver date, or schedule, or both, and this order shall be modified in writing accordingly. Any claim for adjustment under this paragraph will conclusively be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by Seller of the change order. The amount of the claim will be state when it is submitted. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment, Buyer will have the right to prescribe the manner of disposition of such property. Any change order issued hereunder will not be binding on Buyer unless issued by an authorized purchasing agent of Buyer. Nothing in this paragraph will excuse Seller from proceeding with the purchase order as changed. Buyer's engineering and



technical personnel may, from time to time, render assistance or give technical advice, or effect an exchange of information with Seller's personnel in a liaison effort concerning the supplies or services to be furnished hereunder. Such exchange of information or advice shall not vest Seller with authority to change the supplies or services here under or the provision of this order.

- 30. TERRORISM E.O. 13224.** Seller agrees and certifies that Seller is not in violation of and will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O. 13224 also available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>).
- 31. CORRUPT PRACTICES AND GRATUITIES.** Seller represents and warrants that Seller will comply with all applicable local, national, foreign laws and regulations pertaining to performance of obligations under this Purchase Order and amendment hereto. In particular and without limitation, Seller shall not act in any fashion or take any action that will render Creative liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political Party or instrumentality to assist Seller or Creative in obtaining or retaining business or in carrying out the Services. Additionally, Seller agrees not to receive or accept any payments or other benefits from any parties associated with the performance of services or work required under this Agreement. Seller agrees failure to comply with the FCPA and/or receipt of payment or other benefits could compromise the integrity of the work performed and therefore Creative would have the right to terminate this Purchase Order and request a refund of fees paid for such work.
- 32. CODE OF CONDUCT.** Seller agrees to perform the work assigned by Creative in a professional, ethical and culturally sensitive manner as further described in Creative's Supplier Code of Conduct. Special attention should be focused on the Whistleblower Protection (and Seller's responsibility to report fraud, waste and abuse suspicions), Child Protection requirements and Creative's commitment to Combatting Human Trafficking.
- 33. OTHER CERTIFICATIONS.** Seller certifies by acceptance of this Purchase Order that Seller:
- i. If this Purchase Order exceeds \$35,000 and is not for the purchase of commercially available off-the-shelf items, by signing this Purchase Order (or modification) and commencement of work, Seller certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department;
  - ii. has not been convicted of a narcotics offense or been engaged in drug trafficking as defined at [https://www.ecfr.gov/cgi-bin/text-idx?SID=4dde54c8075bf4c32c5d2cce66faeb5&mc=true&tpl=/ecfrbrowse/Title22/22cfr140\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=4dde54c8075bf4c32c5d2cce66faeb5&mc=true&tpl=/ecfrbrowse/Title22/22cfr140_main_02.tpl)
  - iii. has been convicted, indicted or currently under indictment of any other crime(s) of violence, fraud or malicious intent;
  - iv. is not designated as a "specially designated nationals" by the Office of Foreign Asset Control of the U.S. Department of Treasury;
  - v. has not been indicted or convicted on charges of terrorism or of providing support to terrorists;
  - vi. hereby acknowledges and agrees to be held to the United States Government policy on Combating Trafficking in Persons prohibiting trafficking in persons including the trafficking-related activities as defined at <https://www.ecfr.gov/>
  - vii. is aware of and has been informed of Seller's rights and remedies in the pilot program on employee whistleblower protections established under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation;
  - viii. in accordance with FAR 52.203-11 and 52.203-12 (both of which have been incorporated in this Purchase Order), if this order is greater than \$150,000, by signing this Purchase Order (or modification) and commencement of work, Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order or modification.



**34. DISPUTE RESOLUTION.**

- i. Any dispute arising under or in connection with this Purchase Order with respect to the rights, duties, or obligations of the Parties shall be submitted in writing for resolution to ascending levels of management of the respective Parties.
- ii. Unless otherwise stated in the body of this Purchase Order, any disputes relating to this Purchase Order that are not resolved by the mutual agreement of the parties shall be submitted to mediation as mutually agreed by the parties, or alternatively to non-binding arbitration under the rules of the American Arbitration Association to take place in Washington, D.C. Costs of such arbitration shall be shared equally between the parties.
- iii. Pending any final decision referred to in this clause, or the settlement of any dispute arising under this Order, both Parties shall proceed diligently, with their respective obligations under this Order.
- iv. In no event shall Buyer be liable for anticipated profits, incidental or consequential damages. Buyer's liability on any claim, of any kind and for any loss or damage arising out of, connected with or resulting from this Order, or from the performance or breach thereof shall, in no case, exceed the price allocable to the Products and/or Services, or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description.
- v. Any action resulting from any breach on the part of Buyer as to the Products and/or Services delivered hereunder must be commenced within one year after the cause of action has accrued.

**35. FORCE MAJEURE.** A Force Majeure Event means the occurrence of i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder; ii) acts of nature such as tempest, earthquake or any other natural disaster of overwhelming proportions; or iii) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts.

- i. Neither Party shall be in breach of its obligations under this Purchase Order (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Purchase Order) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.
- ii. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Purchase Order.
- iii. The Parties shall take all reasonable steps within their respective powers to: i) prevent Force Majeure Events affecting the performance of the Party's obligations under this Purchase Order; ii) mitigate the effect of any Force Majeure Event; and iii) comply with its obligations under this Purchase Order.

**36. ORDER OF PRECEDENCE.** Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order:

- i. Purchase Order Modifications
- ii. The Purchase Order (excluding the specifications/statement of work).
- iii. Purchase Order Terms and Conditions
- iv. Prime Contract flow down clauses
- v. Other documents, exhibits, and attachments
- vi. The Specification or Statement of Work



## CLAUSES INCORPORATED (AS APPLICABLE) BY REFERENCE.

When work performed or supplies delivered under this Purchase Order is pursuant to a contract or grant from the U.S. Government or other funding sources, all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Purchase Order: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the contract or grant and to enable the funding source (e.g., USG Agency) to enforce its rights hereunder. This Purchase Order incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Buyer and "Contractor" to mean the Seller.

| NUMBER     | Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses                                                                  | DATE     |
|------------|---------------------------------------------------------------------------------------------------------------------------|----------|
| 52.202-1   | Definitions.                                                                                                              | JUN 2020 |
| 52.203-3   | Gratuities.                                                                                                               | APR 1984 |
| 52.203-5   | Covenant Against Contingent Fees.                                                                                         | MAY 2014 |
| 52.203-6   | Restrictions on Subcontractor Sales to the Government.                                                                    | JUN 2020 |
| 52.203-7   | Anti-Kickback Procedures.                                                                                                 | JUN 2020 |
| 52.203-8   | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.                                         | MAY 2014 |
| 52.203-10  | Price or Fee Adjustment for Illegal or Improper Activity.                                                                 | MAY 2014 |
| 52.203-12  | Limitation on Payments to Influence Certain Federal Transactions.                                                         | JUN 2020 |
| 52.203-13  | Contractor Code of Business Ethics and Conduct.                                                                           | JUN 2020 |
| 52.203-14  | Display of Hotline Poster(s)                                                                                              | JUN 2020 |
| 52.203-15  | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009                                        | JUN 2010 |
| 52.203-16  | Preventing Personal Conflicts of Interest.                                                                                | JUN 2020 |
| 52.203-17  | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.                     | JUN 2020 |
| 52.204-2   | Security Requirements.                                                                                                    | AUG 1996 |
| 52.204-4   | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.                                                       | MAY 2011 |
| 52.204-9   | Personal Identity Verification of Contractor Personnel.                                                                   | JAN 2011 |
| 52.204-10  | Reporting Executive Compensation and First-Tier Subcontract Awards.                                                       | JUN 2020 |
| 52.204-12  | Unique Entity Identifier Maintenance.                                                                                     | OCT 2016 |
| 52.204-13  | System for Award Management Maintenance.                                                                                  | OCT 2018 |
| 52.204-14  | Service Contract Reporting Requirements.                                                                                  | OCT 2016 |
| 52.204- 25 | Prohibition On Contracting For Certain Telecommunications And Video Surveillance Services Or Equipment                    | AUG 2020 |
| 52.209-6   | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. | JUN 2020 |
| 52.209-9   | Updates of Publicly Available Information Regarding Responsibility Matters.                                               | OCT 2018 |
| 52.209-10  | Prohibition on Contracting With Inverted Domestic Corporations.                                                           | NOV 2015 |
| 52.215-2   | Audit and Records - Negotiation.                                                                                          | JUN 2020 |
| 52.215-10  | Price Reduction for Defective Certified Cost or Pricing Data.                                                             | AUG 2011 |
| 52.215-11  | Price Reduction for Defective Certified Cost or Pricing Data - Modifications.                                             | JUN 2020 |
| 52.215-12  | Subcontractor Certified Cost or Pricing Data.                                                                             | JUN 2020 |
| 52.215-13  | Subcontractor Certified Cost or Pricing Data - Modifications.                                                             | JUN 2020 |
| 52.215-14  | Integrity of Unit Prices.                                                                                                 | JUN 2020 |
| 52.215-17  | Waiver of Facilities Capital Cost of Money.                                                                               | OCT 1997 |
| 52.215-23  | Limitations on Pass-Through Charges.                                                                                      | OCT 2009 |
| 52.216-7   | Allowable Cost and Payment.                                                                                               | AUG 2018 |
| 52.216-8   | Fixed Fee.                                                                                                                | JUN 2011 |
| 52.219-8   | Utilization of Small Business Concerns.                                                                                   | OCT 2018 |



| NUMBER    | Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses                                                                        | DATE     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|----------|
| 52.219-9  | Small business subcontracting plan.                                                                                             | JUN 2020 |
| 52.219-16 | Liquidated Damages - Subcontracting Plan.                                                                                       | JAN 1999 |
| 52.222-21 | Prohibition of segregated facilities.                                                                                           | APR 2015 |
| 52.222-26 | Equal Opportunity.                                                                                                              | SEP 2016 |
| 52.222-29 | Notification of visa denial.                                                                                                    | APR 2015 |
| 52.222-50 | Combating Trafficking in Persons.                                                                                               | JAN 2019 |
| 52.222-54 | Employment Eligibility Verification.                                                                                            | OCT 2015 |
| 52.223-6  | Drug-Free Workplace.                                                                                                            | MAY 2001 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving.                                                            | JUN 2020 |
| 52.224-1  | Privacy Act Notification.                                                                                                       | APR 1984 |
| 52.224-2  | Privacy Act.                                                                                                                    | APR 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases.                                                                                      | JUN 2008 |
| 52.225-19 | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. | MAY 2020 |
| 52.227-14 | Rights in Data-General.                                                                                                         | MAY 2014 |
| 52.227-23 | Rights to Proposal Data (Technical.                                                                                             | JUN 1987 |
| 52.228-3  | Workers' Compensation Insurance (Defense Base Act).                                                                             | JUL 2014 |
| 52.228-7  | Insurance - Liability to Third Persons.                                                                                         | MAR 1996 |
| 52.229-8  | Taxes-Foreign Cost-Reimbursement Contracts                                                                                      | MAR 1990 |
| 52.230-2  | Cost Accounting Standards.                                                                                                      | JUN 2020 |
| 52.230-6  | Administration of Cost Accounting Standards.                                                                                    | JUN 2010 |
| 52.232-9  | Limitation on Withholding of Payments.                                                                                          | APR 1984 |
| 52.232-17 | Interest.                                                                                                                       | MAY 2014 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors.                                                                | DEC 2013 |
| 52.237-3  | Continuity of Services.                                                                                                         | JAN 1991 |
| 52.242-1  | Notice of Intent to Disallow Costs.                                                                                             | APR 1984 |
| 52.242-3  | Penalties for Unallowable Costs.                                                                                                | MAY 2014 |
| 52.242-4  | Certification of Final Indirect Costs.                                                                                          | JAN 1997 |
| 52.242-5  | Payments to Small Business Subcontractors.                                                                                      | JAN 2017 |
| 52.244-2  | Subcontracts. Alternate I                                                                                                       | JUN 2020 |
| 52.244-5  | Competition in Subcontracting.                                                                                                  | DEC 1996 |
| 52.245-1  | Government Property.                                                                                                            | JAN 2017 |
| 52.245-9  | Use and Charges.                                                                                                                | APR 2012 |
| 52.247-63 | Preference for U.S.-Flag Air Carriers.                                                                                          | JUN 2003 |
| 52.253-1  | Computer Generated Forms.                                                                                                       | JAN 1991 |

**FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020)**

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or



(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone Offeror A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or Offeror of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph



(d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause.

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.



## ATTACHMENT VII: BILL OF QUANTITIES — REFERENCE TECHNICAL SPECIFICATIONS

The reference specifications below establish minimum, vendor-neutral performance baselines for the data-center infrastructure described in the Statement of Work (Attachment I). Consistent with Attachment I, Section 1 (Purpose) and Section 3 (Statement of Work), this Attachment is performance-based and does not prescribe any brand, model, or manufacturer. Each Offeror remains responsible for developing and submitting its own itemized, Offeror-neutral Bill of Quantities with performance-based specifications, proposing any equivalent or superior solution that meets or exceeds the baselines set out below, together with the detailed budget required under Attachment I.

Where a specific figure is stated (e.g., core count, memory capacity, port speed, IOPS), it represents a minimum threshold. Offerors may propose an alternative component of any manufacturer, provided the proposed item meets or exceeds the stated threshold and is clearly cross-referenced to the corresponding line item below.

### 1. High-Density Enterprise Server — Core Infrastructure (4 Units)

| Item / Component          | Technical Specification (Vendor-Neutral, Performance-Based)                                                                                                                                                                         | Qty  | Unit       | Notes                                                                            |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|----------------------------------------------------------------------------------|
| Category                  | High-Density Enterprise Server                                                                                                                                                                                                      | 4    | Unit       | Standard-compliant equipment                                                     |
| Form Factor               | 4U Rack-Mountable High-Density Chassis, includes rail kit and cable-management arm per server                                                                                                                                       | 4    | Unit       |                                                                                  |
| Processors                | Latest-generation enterprise-class processors; minimum 64 cores per socket; base clock $\geq$ 2.4 GHz; L3 cache $\geq$ 336 MB per socket, or an equivalent processor meeting or exceeding these thresholds; 8 processors per server | 8    | CPU        | Alternative processor types accepted if minimum requirements are met or exceeded |
| RAM                       | 512 GB DDR5-6400 MT/s ECC Registered memory per server; each DIMM must be $\geq$ 64 GB                                                                                                                                              | 2048 | GB         | Total across 4 servers                                                           |
| SSD                       | 1.6 TB Enterprise NVMe Mixed-Use SFF Hot-Plug SSDs per server; front-accessible bays preferred                                                                                                                                      | 8    | Drive      | Hot-swap required                                                                |
| RAID / Storage Controller | Hardware storage controller with cache and power-loss protection; supports RAID 0, 1, 5, 6, 10, 50, 60 with Mixed Mode                                                                                                              | 4    | Controller |                                                                                  |
| LAN Adapter               | 10GbE 2-port BASE-T network adapter per server                                                                                                                                                                                      | 4    | Card       |                                                                                  |
| FC Adapter                | 32 Gb 2-port Fibre Channel HBA per server                                                                                                                                                                                           | 4    | Card       |                                                                                  |
| SFP Optical Transceivers  | 2 $\times$ 32 Gb Short-Wave (SW) SFP+ optical transceivers per server, compatible with the paired switch/HBA                                                                                                                        | 8    | Unit       |                                                                                  |
| Patch Cords               | 2 $\times$ OM4 LC-to-LC duplex multimode fiber patch cords per server, cabinet-appropriate length                                                                                                                                   | 8    | Cable      |                                                                                  |
| Remote Management         | Advanced out-of-band remote management license with full encryption                                                                                                                                                                 | 4    | License    |                                                                                  |
| Power System              | Complete redundant hot-plug power supply system (1+1, high efficiency); each power supply rated $\geq$ 800 W                                                                                                                        | 4    | System     |                                                                                  |
| Cooling                   | Redundant hot-plug high-performance fan kit per server                                                                                                                                                                              | 4    | Kit        |                                                                                  |

|                    |                                                                                                                                                                                               |   |       |                                       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------|---------------------------------------|
| Mounting           | Rack-mounting rail kit with cable-management arm, certified for cabinet installation                                                                                                          | 4 | Kit   |                                       |
| Accessories        | All required NVMe drive cages, PCIe risers, processor heatsinks and installation accessories                                                                                                  | 4 | Set   |                                       |
| Warranty & Support | 3-year enterprise on-site support (24/7) with 4-hour response time; local spare-parts stock to be maintained and directly available                                                           | 3 | Years | Manufacturer-backed warranty required |
| Architecture       | Single-vendor architecture across all major components (processors, memory, storage controllers, power); original, manufacturer-certified components only, traceable to official part numbers |   |       |                                       |

## 2. Enterprise AI/GPU Acceleration Server (2 Units)

| Item / Component          | Technical Specification (Vendor-Neutral, Performance-Based)                                                                                                                                                                                          | Qty  | Unit       | Notes                                        |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|----------------------------------------------|
| Category                  | Enterprise AI & Acceleration Server                                                                                                                                                                                                                  | 2    | Unit       |                                              |
| Form Factor               | 4U AI/GPU-optimized rack-mount chassis, includes rail kit and cable-management arm per server                                                                                                                                                        | 2    | Unit       |                                              |
| Processors                | Latest-generation enterprise-class processors; minimum 64 cores per socket; base clock $\geq 2.4$ GHz; L3 cache $\geq 336$ MB per socket, or an equivalent processor meeting or exceeding these thresholds; 4 processors per server                  | 4    | CPU        |                                              |
| RAM                       | 512 GB DDR5-6400 ECC Registered memory per server; each DIMM must be $\geq 64$ GB                                                                                                                                                                    | 1024 | GB         | Total across 2 servers                       |
| GPU / Accelerators        | Enterprise high-bandwidth-memory PCIe accelerator GPUs, $\geq 141$ GB HBM per card, performance class comparable to or exceeding current-generation data-center AI accelerators; 4 cards per server                                                  | 4    | Card       | Performance-equivalent alternatives accepted |
| GPU Interconnect          | High-speed 4-way GPU interconnect bridge per server                                                                                                                                                                                                  | 2    | Unit       |                                              |
| SSD                       | 1.92 TB Enterprise NVMe SSDs                                                                                                                                                                                                                         | 4    | Drive      |                                              |
| RAID / Storage Controller | Hardware storage controller supporting hardware RAID 6 with NVMe drives                                                                                                                                                                              | 2    | Controller |                                              |
| Network Adapter           | 100GbE 2-port high-speed network adapter per server                                                                                                                                                                                                  | 2    | Card       |                                              |
| FC Adapter                | 32 Gb dual-port Fibre Channel HBA per server                                                                                                                                                                                                         | 2    | Card       |                                              |
| SFP Optical Transceivers  | 2 $\times$ 32 Gb SW SFP+ optical transceivers per server                                                                                                                                                                                             | 4    | Unit       |                                              |
| Remote Management         | Advanced enterprise remote management license, full-featured                                                                                                                                                                                         | 2    | License    |                                              |
| Power System              | Complete redundant hot-plug power supply system (1+1, high efficiency); each power supply rated $\geq 2200$ W; power units certified to support AI/accelerator workloads; ATX 3.0 / PCIe Gen 5-ready with dedicated GPU power cabling and connectors | 2    | System     |                                              |

|                            |                                                                                                                                              |   |       |  |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|---|-------|--|
| Mounting & Warranty Bundle | Rack-mounting rail kit plus 3-year enterprise on-site support (24/7)                                                                         | 2 | Set   |  |
| Warranty & Support         | 3-year enterprise on-site support (24/7) with 4-hour response time; local spare-parts stock to be maintained and directly available          | 2 | Years |  |
| Architecture               | Single-vendor architecture across all major components; original, manufacturer-certified components only, traceable to official part numbers |   |       |  |

### 3. Enterprise Rack Server — Core Infrastructure (5 Units)

| Item / Component          | Technical Specification (Vendor-Neutral, Performance-Based)                                                                                                                           | Qty | Unit       | Notes                                                                            |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|----------------------------------------------------------------------------------|
| Category                  | High-Density Enterprise Server (OEM Single-Vendor Architecture)                                                                                                                       | 5   | Unit       |                                                                                  |
| Form Factor               | 2U Rack-Mountable High-Density Chassis, includes rail kit per server                                                                                                                  | 5   | Unit       |                                                                                  |
| Processors                | Enterprise-class processors; minimum 24 cores per socket; base clock $\geq 2$ GHz; L3 cache $\geq 15$ MB per socket, or an equivalent processor meeting or exceeding these thresholds | 5   | CPU        | Alternative processor types accepted if minimum requirements are met or exceeded |
| RAM                       | 64 GB DDR5-6400 MT/s ECC Registered memory per server; each DIMM must be $\geq 32$ GB                                                                                                 | 320 | GB         | Total across 5 servers                                                           |
| SSD                       | 960 GB Enterprise SSD Mixed-Use SFF Hot-Plug SSDs per server                                                                                                                          | 10  | Drive      | Hot-swap                                                                         |
| RAID / Storage Controller | Hardware storage controller with cache and power-loss protection; supports RAID 0, 1, 5, 6, 10                                                                                        | 5   | Controller |                                                                                  |
| LAN Adapter               | Integrated network card with dual RJ-45 ports (2 $\times$ 1GbE), speed $\geq 1$ Gbps                                                                                                  | 5   | Card       |                                                                                  |
| Power System              | Complete redundant hot-plug power supply system (1+1, high efficiency); each power supply rated $\geq 800$ W                                                                          | 5   | System     |                                                                                  |
| Mounting                  | Rack-mounting rail kit with cable-management arm, certified for cabinet installation                                                                                                  | 5   | Kit        |                                                                                  |
| Warranty & Support        | 3-year enterprise on-site support (24/7) with 4-hour response time; local spare-parts stock to be maintained and directly available                                                   | 3   | Years      |                                                                                  |
| Architecture              | Single-vendor architecture across all major components; original, manufacturer-certified components only, traceable to official part numbers                                          |     |            |                                                                                  |

### 4. Enterprise SAN Storage System (SFF Class)

| Item / Component | Technical Specification (Vendor-Neutral, Performance-Based) | Qty | Unit | Notes |
|------------------|-------------------------------------------------------------|-----|------|-------|
|------------------|-------------------------------------------------------------|-----|------|-------|

|                      |                                                                                                                                                                |    |            |                                           |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------|-------------------------------------------|
| Category             | Next-generation enterprise high-performance all-NVMe SAN storage system, sustained performance exceeding 1.2M IOPS across both storage-system nodes            | 1  | System     |                                           |
| Architecture         | End-to-end NVMe all-flash architecture with sub-millisecond latency (< 0.5 ms)                                                                                 | 1  | System     |                                           |
| Controllers          | 4 × active-active dual-node high-performance storage controllers (2 nodes per system)                                                                          | 4  | Controller | Load-balanced, no single point of failure |
| Usable Capacity      | ≥ 450 TB usable capacity after RAID/dynamic-resiliency protection, excluding deduplication and compression, and after allocation of parity and hot-spare space | 1  | TB (≥450)  |                                           |
| Data Reduction       | Hardware-accelerated inline deduplication and compression, guaranteed ≥ 4:1 data-reduction ratio                                                               | 1  | Feature    |                                           |
| Licensing & Services | Full licensing for synchronous/asynchronous remote replication, snapshots, thin provisioning, and unified block/file services                                  | 1  | Set        |                                           |
| Host Ports           | 16 × 32 Gb Fibre Channel ports + 8 × 25GbE iSCSI/NVMe-oF ports                                                                                                 | 24 | Port       |                                           |
| SFP & Cabling        | 16 × 32 Gb SFP+ transceivers + 16 × OM4 LC-to-LC duplex fiber patch cords for direct switch connection                                                         | 32 | Unit       |                                           |
| Power & Support      | Redundant dual hot-swappable power supplies and fan modules; 3-year enterprise on-site support (24/7), 4-hour response time                                    | 1  | Set        |                                           |

##### 5. Dual Enterprise Fibre Channel SAN Switches (Fabric A/B)

| Item / Component         | Technical Specification (Vendor-Neutral, Performance-Based)                                                                                                                  | Qty | Unit   | Notes |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|-------|
| Category                 | Enterprise 32 Gb Fibre Channel SAN switch, dual-fabric setup (Fabric A/B), performance and port density equivalent to current-generation enterprise-class 32 Gb FC directors | 2   | Switch |       |
| Active Ports & Licensing | 16 active licensed Fibre Channel ports per switch (32 active ports total across both switches)                                                                               | 32  | Port   |       |
| SFP Transceivers         | 32 × 32 Gb Short-Wave (SW) Fibre Channel SFP+ transceivers for all active ports (16 SFPs per switch)                                                                         | 32  | Unit   |       |
| Software & Licensing     | Complete enterprise fabric OS and advanced software licensing, including ISL trunking and fabric-vision/monitoring capability                                                | 2   | Set    |       |

##### 6. Data Center Switch (48x25G SFP28 + 6x100G QSFP28)

| Item / Component | Technical Specification (Vendor-Neutral, Performance-Based)    | Qty | Unit   | Notes |
|------------------|----------------------------------------------------------------|-----|--------|-------|
| Category         | Data-center high-density, high-availability top-of-rack switch | 2   | Switch |       |



|                                  |                                                                                                                                        |    |      |                                                |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----|------|------------------------------------------------|
| Ports                            | 48 × 10G/25G SFP28 ports + 6 × 40G/100G QSFP28 high-speed uplink ports, with 10G/25G/100G interoperability                             | 54 | Port | Per switch port count; total across 2 switches |
| Transceivers & Cables            | 16 × 25G SFP28 SR optical transceivers + 2 × 100G QSFP28 direct-attach cables, for connecting servers to the switch fabric at 25G/100G | 36 | Unit |                                                |
| Performance, Features & Warranty | ≥ 3.6 Tbps switching capacity; supports VXLAN, M-LAG, PFC; redundant power supplies; 3-year 24/7 enterprise support                    | 1  | Set  |                                                |

**Note:** The quantities above reflect the currently anticipated scope. Final quantities, exact configuration, and the complete itemized BoQ remain subject to the Offeror's technical assessment and design under Attachment I, and to the Design Review Gate described therein.