



## **REQUEST FOR PROPOSAL**

IT Backup and Recovery Solution  
RFP 2018-IT SAPR-07-15-18

**Under**

ACDI/VOCA

<b>RFP Release Date:</b>	August 3, 2018
<b>Performance Period:</b>	August 27, 2018 through September 7, 2018
<b>Proposal Submission Deadline:</b>	August 17, 2018
<b>Question/ Inquiry Submission Deadline:</b>	August 10, 2018 (5:00 p.m. EST)

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## I. INTRODUCTION

### A. COMPANY BACKGROUND

Based in Washington, D.C., ACDI/VOCA is a nonprofit international development organization that delivers technical and management assistance in agribusiness, financial services, enterprise development, community development and food security to promote broad-based economic growth and vibrant civil society. For more information, go to [www.acdivoca.org](http://www.acdivoca.org).

ACDIVOCA server infrastructure is almost all virtualized using VMWare, running in a hyper-converged Nutanix cluster NX-3060-G5 with raw storage capacity of 39 TB. 75% of our servers are virtualized thru VMWare vSphere 5.5 u3 hypervisor, though we are considering a move to Nutanix's Acropolis Hypervisor (AHV) to reduce VMWare licensing and support costs for VMWare. Nutanix provides 50% dedupe/compression.

We anticipate roughly 20% growth in data requirements year on year.

We currently leverage Microsoft Azure IaaS, where our AD, ADFS, ADFS proxy and a few home grown application reside. Our network connection to Azure is via virtual private network via DIA with speed 100mb redundant connection back to on premise HQ office in Washington, DC.

See Appendix B for details related to current server backup and retention requirements.

## II. PURPOSE

ACDI/VOCA requires a new disaster recovery/backup solution. The organization currently utilizes two Avamar backup appliances that have native management and client software on-board. Because of the age of the backup appliances, our data growth rate, and advances in host data sources, the current solution must be refreshed / replaced with newer, faster, and more capable alternative.

The selected solution will:

- Allow for seamless and easy integration into ACDIVOCA's environment and leverage functionality of virtual infrastructure;
- Optimize the backup process in terms of time, space, and minimal disruption to the production environment, and
- Provide reliability, flexibility, expandability, and usability to last for 36-60 months, without any "fork-lift" replacements to the system as a whole or in part.

### A. SCOPE OF WORK

ACDI/VOCA intends to purchase a backup/disaster recovery appliance through this RFP. The solution will meet the following requirements:

1. System supports weekly and incremental backups of system and file content

2. System supports on-demand file and folder restores
3. System provides granular level of recovery given security access rights so users can restore certain files on their own
4. System provides simple to configure/tailor reports on backup jobs and system errors
5. Appliance has sufficient storage to support 30 days retention of backups, minimum appliance storage capacity of 25 TB to support DR
6. System will provide an additional compression/data dedupe of 50%
7. System supports replication of vmdk from production
8. System supports bare metal restore or functional equivalent for systems listed in Appendix B
9. System can send archived data to Azure cloud for storage, as well as replicate data to Azure and back to on-premise without 3<sup>rd</sup> party or “bolt-on” tools
10. System has a single user interface to administer all aspects of the solution
11. System has seamless integration with our Nutanix solution
12. System supports multi-site replication
13. System integrates SQL/Database backups
14. System provides for agentless backup of VMs
15. System supports NFS, SMB and S3
16. System supports instant mass restore points

The proposal must clearly specify costs for the appliance as well as Azure storage costs, current and anticipated over the course of 3 years.

All equipment must have minimum of three years support and maintenance to cover all hardware and software components.

All proposed solutions must include on-site training for up to three ACDI/VOCA technical staff for initial implementation, and at each major version update/upgrade interval. Post-implementation documentation must be provided for all components, including but not limited to detailed system configurations, settings and modifications made to implement the system, and items requiring routine periodic modification.

The vendor, at a minimum, must meet the following:

- Provide free technical support to the staff of ACDIVOCA IT Department via toll free telephone number and/or web site for the duration of the service contract or products’ warranty period.
- Provide remote access for operating and maintaining system and accessing backups.

## B. PERIOD OF PERFORMANCE

The anticipated period of performance is August 27, 2018 through September 7, 2018.

## C. DELIVERABLES

The vendor will produce the following deliverables as a part of this engagement:

Deliverable	Due Date
Documented configuration settings	September 7, 2018
Training materials	September 7, 2018

### III. CONTRACT MECHANISM & TERMS OF PAYMENT

This is a fixed price contract payable upon acceptance of installed equipment and services.

#### OTHER TECHNICAL DIRECTIONS

The vendor shall receive direction from the ACDI/VOCA, Inc., Vice President of Information Technology and whomever he shall designate.

### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

#### A. INSTRUCTIONS FOR PROPOSAL PREPARATION

The selection committee will evaluate the Offerors based upon their written technical and cost proposals. Each section will be evaluated according to the criteria for evaluations in Section V. Offerors are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the Offeror’s risk. Interested Offerors must provide the following:

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##### 1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT

Demonstrate capabilities and technical experience by providing the following:

- a. Organization Overview—give a brief, general overview to demonstrate the Offeror’s overall qualifications to fulfill the requirements of this RFP.
- b. Capabilities Statement—provide a comprehensive discussion of the Offeror’s capabilities, experiences, resources, support and any current/recent experience for conducting similar scopes of work as described above.

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##### 2. COST PROPOSAL

Offerors will submit a proposed budget with their proposals in a separate, sealed envelope (or separate file, if submitting via email) labeled “Budget Proposal.” The proposed budget will have sufficient detail to allow evaluation of elements of costs proposed. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

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##### 3. REFERENCES

Please include three client references and contact information. References should have worked with your organization on engagements similar to this scope of work.

#### B. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

- 1. The proposals shall be sent emailed and clearly identified with the RFP number and the Offeror’s name. All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP. Offerors must submit one copy of the proposal by email to [awards@acdivoca.org](mailto:awards@acdivoca.org).
- 2. All questions and requests for information regarding this RFP must be submitted by email to the following individuals no later than the question/inquiry submission deadline on the cover page of this RFP. Reference the RFP number in all questions/inquiries.

	Contractual	Technical
<b>Name:</b>	Sharon Ball	Scott Vickland
<b>Email:</b>	<a href="mailto:sball@acdivoca.org">sball@acdivoca.org</a>	<a href="mailto:svickland@acdivoca.org">svickland@acdivoca.org</a>

3. ACDI/VOCA will not compensate Offerors for their preparation of responses to this RFP.

## V. CRITERIA FOR EVALUATION

ACDI/VOCA will evaluate proposals based on a best-value determination; Offerors should submit their most competitive price proposal. Proposals will be evaluated using the following criteria:

1. Price: a 30% weight
2. Fit with requirements: 60% weight
3. Prior experience/customer references: 10% weight

The evaluation committee will review the technical proposal based upon the technical criteria listed above. The cost proposals will be reviewed to ensure they are complete and free of computational errors. The committee will also assess the reasonableness of costs and the cost-effectiveness of the budget and will determine whether the costs reflect a clear understanding of project requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to ACDI/VOCA.

## VI. SOLICITATION PROCESS

Once the RFP is released, the Offerors must prepare a formal proposal to be sent to the contact person at ACDI/VOCA as indicated in Section IV (b) (1). The submitted proposals will be reviewed against the criteria for evaluation defined in Section V above and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will begin work on the project.

## VII. TERMS AND CONDITIONS

### A. LATE SUBMISSIONS

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their quotations are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to ACDI/VOCA or its employees/agents, or if it is in the best interest of ACDI/VOCA.

### B. MODIFICATION OF RFP REQUIREMENTS

ACDI/VOCA retains the right to terminate the RFP or modify the requirements upon notification to Offerors.

### C. WITHDRAWALS OF PROPOSALS

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by an Offeror or authorized representative if the representative's identity is made known and the representative signs a receipt for the proposal before award.

### D. RIGHT OF NEGOTIATION AND ACCEPTANCE OF PROPOSAL

This RFP represents a definition of requirements and is an invitation for submission of proposals. ACDI/VOCA reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

ACDI/VOCA may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory, and delivered no later than the submission time and date indicated on the cover sheet of this RFP. ACDI/VOCA may reserve the right to waive any minor discrepancies in a proposal.

ACDI/VOCA reserves the right to issue an award based on the initial evaluation of proposals without discussion. ACDI/VOCA also reserves the right to enter into best and final negotiations with any responsive Offerors for all or part of the proposed scope.

#### E. VALIDITY OF PROPOSAL

Proposals submitted shall remain open for acceptance for *60 days* from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

#### F. MINIMUM OFFEROR QUALIFICATIONS

Offerors submitting proposals must (1) be officially licensed to do such business in *the United States*, (2) be able to receive USAID funds and (3) not have been identified as a terrorist. In addition, Offeror **may** be required to provide the following information:

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics

#### G. INTELLECTUAL PROPERTY RIGHTS

All tangible or intangible property created or acquired under this contract shall be the exclusive property of ACDI/VOCA and the donor. The term “property” includes all data and reports associated with this engagement. Reference is made to Sections 12 and 13 in the business terms and conditions attached in Appendix A.

### VIII. ATTACHMENTS

Appendix A: Purchase Order General Terms and Conditions

Appendix B: ACDI/VOCA Backup and Recovery Plan

**ACDI/VOCA GENERAL TERMS AND CONDITIONS – Applicable to BPA and all Work Orders**

1. Independent Relationship. Contractor agrees that its relationship with ACDI/VOCA is that of an independent contractor and nothing in this Contract shall be construed as creating any other relationship. As such, Contractor shall comply with all applicable laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to: compliance with all applicable laws, responsibility for all applicable taxes including VAT, income taxes, social security payments and other such taxes that might occur, licenses, fees, insurance, etc. Neither the Contractor nor anyone employed by it shall be, represent, act or be deemed to be an agent, representative or employee of ACDI/VOCA.

2. Performance. All services are to be performed to the satisfaction of ACDI/VOCA. Time is of the essence with respect to the performance. ACDI/VOCA shall not be billed at prices higher than those stated in this Contract. ACDI/VOCA shall have no obligation to pay Contractor more than the fixed price or ceiling price stated on the face of this Contract.

3. Terms of Payment. Subject to any superseding terms on the face hereof, Contractor shall mail the invoice to [accountspayable@acdivoca.org](mailto:accountspayable@acdivoca.org).

(A) TIMING OF PAYMENTS. Contractor shall be paid, in the currency on the face of this Contract, within thirty (30) days after ACDI/VOCA's receipt of an acceptable invoice and ACDI/VOCA's acceptance of the completed products/services in accordance with (B) "Inspection and Acceptance" below, together with any required documents. ACDI/VOCA is under no obligation to pay Contractor's invoices received later than 90 days after acceptance. Payment of Contractor invoices by ACDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Contractor may remain subject to ACDI/VOCA and/or Donor's audit and subsequent adjustment. Contractor agrees to reimburse ACDI/VOCA for any costs disallowed by Donor.

(B) INSPECTION & ACCEPTANCE. (1) Contractor shall work within professional standards covering the work and shall make such inspections as are deemed necessary to insure Contractor compliance. (2) All deliveries shall be subject to final inspection by ACDI/VOCA. If deliverables or a service performed by Contractor is found to be defective, Contractor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days. If correction of such work is impracticable, Contractor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so requested by ACDI/VOCA. Contractor shall provide immediate notice to ACDI/VOCA of any potential failure on the part of its suppliers to provide supplies/services required. Contractor is responsible for any deficiency on the part of its suppliers. Contractor shall be responsible for any costs of reprocurement as may be necessary for ACDI/VOCA to secure the supplies/services as a result of Contractor's inability to perform that exceed the agreed upon price herein. (3) The Contractor shall furnish all reasonable facilities and assistance for the safe and convenient inspection or test by ACDI/VOCA and/or its client for the work delivered under this Contract.

C) LATE DELIVERIES. In addition to any remedies available to it in the event of late delivery, ACDI/VOCA may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the total value of the Contract.

4. Changes. ACDI/VOCA may with the consent of the Contractor make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the scope of work of this Contract. ACDI/VOCA may make unilateral changes, with prior written notice to the Contractor, to this Contract by written order issued by ACDI/VOCA where required in writing by the Client. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by any such change authorization, ACDI/VOCA shall make an equitable adjustment and modify in writing the Contract as applicable. Any claim by Contractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ACDI/VOCA's Award Manager within thirty (30) calendar days from the date of receipt by Contractor of the written change authorization from ACDI/VOCA or within such extension of that 30-day period as ACDI/VOCA, in its sole discretion, may grant in writing at Contractor's request prior to expiration of said period. The Contractor will not proceed with any changes unless notified to proceed in writing by the ACDI/VOCA Contracting Officer.

5. Warranty. Contractor warrants all supplies/services to be free from all material defects and expressly represents that all such required supplies/services are capable of providing/performing the function/service for which they were



intended. Contractor agrees to pass on all manufacturers' warranties to ACDI/VOCA. To the extent that ACDI/VOCA is held financially responsible for any deficiencies in the services performed by the Contractor, the Contractor agrees to cure such deficiencies at the sole cost to the Contractor. Contractor agrees to deliver/provide the products/services which are the subject-matter of this Purchase Order to ACDI/VOCA free and clear of all liens, claims, and encumbrances. Contractor represents and warrants to ACDI/VOCA that: (i) it has no conflict of interest with respect to the services to be performed for ACDI/VOCA under this Contract; (ii) it has not entered into any agreement, or executed any document, with any individual or other organization that will prevent it from: (a) disclosing and assigning intellectual property in work product exclusively to ACDI/VOCA; and (b) performing any other obligation under this Contract; (iii) it will not enter into any such agreement, or execute any documents, which will create a conflict of interest or which will prevent it from freely performing any obligation under this Contract; and (iv) it will not knowingly incorporate confidential information of any person or entity not a party to this Contract into any materials furnished to ACDI/VOCA without prior written notice to ACDI/VOCA. Contractor further represents and warrants to ACDI/VOCA as follows: (i) no kickback, bribe, gratuity or transfer of anything of value was offered, agreed to, or made, nor shall be made, to or for the benefit of any employee or representative of ACDI/VOCA in return for or in connection with the award of this Contract; (ii) the Contractor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Contractor any other person, which behavior could have had the effect of lessening competition for the award of this Contractor of raising the price of the Deliverables or the Services procured; and (iii) all statements of material fact contained in any proposal, response, certification, or questionnaire submitted by Contractor or any of its representatives in connection with the solicitation, award or negotiation of this Contract were true and complete when made.

6. Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided shall, unless otherwise provided herein, pass from Contractor to ACDI/VOCA upon acceptance of such product/service by ACDI/VOCA.

7. Proprietary Information & Confidentiality. Contractor shall consider all data, documentation, drawings, specifications software and other information furnished by ACDI/VOCA to be confidential and proprietary and shall not disclose any such information to any other person, or use such information itself for any purpose other than that for which it was intended in completing this Contract, unless Contractor obtains written permission from ACDI/VOCA to do so. Contractor agrees to execute ACDI/VOCA's standard Non-Disclosure Agreement upon request.

8. Rights in Intellectual Property. Contractor acknowledges that all Deliverables and work product produced by Contractor, whether alone or jointly with others, in connection with or pursuant to the Contractor's performance under this Contract shall be the sole and exclusive property of ACDI/VOCA. This includes all writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Contractor in the course of Contractor's service to ACDI/VOCA shall be considered a work made for hire, or otherwise ACDI/VOCA property. Contractor hereby assigns and agrees to assign to ACDI/VOCA all of its respective rights, title and interest in such Deliverables and work product, including without limitation all patents and patent rights and all applications for registration of the same, and, upon being reduced to a tangible form, all copyrights therein. To the greatest extent permissible under U.S. copyright laws, each copyrightable element of the property and work product first produced shall be a "work made for hire" in favor of ACDI/VOCA. For items and material of Contractor existing prior to or produced outside this Contract, and incorporated into Deliverables or work product delivered or produced pursuant to this Contract, Contractor hereby grants and agrees to grant to ACDI/VOCA an irrevocable, non-exclusive, fully transferable and sublicensable, royalty-free license to make, use, sell, copy, publish, perform, display, and prepare derivative works from such items and material in connection with ACDI/VOCA's beneficial use, enjoyment and disposition of such property and work product. Contractor agrees to execute such documents of assignment or take such other action as ACDI/VOCA may reasonably request to evidence, perfect or effect the transfer, recordation or protection of rights assigned or licensed.

9. Rights in Data. The Contractor understands and agrees that ACDI/VOCA 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 therefrom, and otherwise utilize the work and material of this Contract.

10. Assignment. Contractor shall not assign, subcontract or transfer all or any portion this Contract or any of its obligations without the express, prior written permission of ACDI/VOCA.

11. Force Majeure. Any non-performance or delay in performance of any obligation of either party under this Contract may be excused to the extent such failure or non-performance is caused by an event or condition beyond the reasonable control of the non-performing party, and which, by the exercise of due diligence, could not be avoided or overcome ("Force Majeure"). However, in no event will any non-performance or delay in performance of any of Contractor's suppliers or any labor disruption affecting Contractor specifically, and not Contractor's industry generally, constitute Force Majeure for Contractor. If Contractor is affected by Force Majeure, it will (i) promptly provide notice to ACDI/VOCA, explaining the particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied, and to mitigate the adverse effects of such interruption or delay on ACDI/VOCA, including sourcing substitute providers of services from the market, at Contractor's expense, in order to meet ACDI/VOCA's required completion dates.

12. Insurance & Work on ACDI/VOCA's or ACDI/VOCA Client Premises. Contractor agrees to maintain the adequate insurance coverage against claims arising from injuries sustained by Contractor on ACDI/VOCA's facilities and agrees to be liable for all damages & claims arising against ACDI/VOCA for which the Contractor is responsible. Contractor will maintain adequate insurance coverage and shall require any lower-tier contractors to maintain, each at their own cost, appropriate insurance coverage, which shall include:

- a) Commercial general liability in the amount of USD 500,000 per occurrence;
- b) Commercial automobile liability in the amount of USD 500,000 combined single limit, with respect to automobiles operated in the performance of services;
- c) Workers' compensation as required by law;
- d) Employer's liability in the amount of USD 500,000 per occurrence; and,
- e) If relevant to the nature of services provided, professional liability in the amount of USD 500,000 per occurrence.

Upon request, Contractor agrees to provide ACDI/VOCA with a Certificate of Insurance as evidence that the Contractor has procured and currently maintains the required insurance as outlined above.

13. Indemnification. The Contractor shall indemnify, and hold harmless each of ACDI/VOCA and its directors, officers, employees and agents from and against all claims, liabilities, losses, suits, costs, damages, and expenses, including reasonable attorneys' fees and litigation expenses, that ACDI/VOCA may sustain by reason of Contractor's negligent or unlawful actions in connection with its performance under this Contract, or a breach of any of Contractor's warranties contained herein.

14. Suspension and Termination. ACDI/VOCA shall retain the right to direct Contractor to stop work ("Suspension") at any time. Such direction must be in writing and shall be effective for a period of no more than 30 days after which time Contractor may continue work absent direction to do so or a notice of termination at their own risk. Under no circumstances shall Contractor receive more than the original value of this Contract.

"Termination": ACDI/VOCA reserves the right to terminate this Contract when: (1) deemed in the best interests of its client; or (2) if the Contractor defaults in performing this Contract and fails to cure the default within 10 days after receiving a notice specifying the default. ACDI/VOCA shall be liable only for payment under the payment provisions of this Contract for services/deliverables completed and accepted before the effective date of termination. Payments for partial deliverables shall not be made unless explicitly authorized by ACDI/VOCA in the Termination Letter. This paragraph shall not limit any legal rights to cancel this Contract without further liability for articles not accepted by ACDI/VOCA. This Contract may be terminated at any time in the event Contractor commits an act of bankruptcy, files or has filed against it the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it, or is subject to any Suspension/Debarment or other action by the USG or ACDI/VOCA's client, including Termination for Convenience by the USG or the client of ACDI/VOCA. Contractor may be liable to reimburse ACDI/VOCA should ACDI/VOCA incur any additional costs as a direct result of such default termination.

15. Claims and Disputes. In the event of any dispute, a claim by the Contractor must be made in writing and submitted to the ACDI/VOCA Executive Vice President of Quality and Compliance who shall render a written decision within 60 days of receipt of the Contractor's claim. If an equitable resolution cannot be resolved, both Parties agree to

settlement by arbitration in accordance with the regulations of the American Arbitration Association in the District of Columbia, USA. The non-prevailing Party (as determined by the arbitrator) in the arbitration shall pay all of the associated costs, expenses and attorney's fees in connection with the arbitration and the cost of the arbitrator and any accountants or advisors which the Parties agree to employ for the benefit of the arbitrator. The Contractor will proceed with performance of this Contract pending final resolution of any claim.

16. Access to Records. ACDI/VOCA, US government donor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any records of the Contractor which are directly pertinent to this Contract for the purpose of an audit or examination.

17. Certifications. Contractor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as "specially designated nationals" by the Office of Foreign Asset Control of the U.S. Department of Treasury or UN Security Council Committee 1267 sanctions list; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Contractor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism; (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Contractor may not charge under this Contract any item which has a source/origin from any restricted countries or prohibited sources, as designated by the U.S. State Department. Further, ACDI/VOCA shall not issue contracts to entities with a source or nationality of: Cuba, Iran, Libya, North Korea and Syria; and (viii) Contractor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Contract. Any such practice will be grounds for terminating or rescinding the award of this Contract, in addition to any other remedies that may be available to ACDI/VOCA in such event. Violation of any of these certifications is considered a material defect and will lead to the termination of this Contract.

18. Compliance with Law. Contractor's performance of work and all products to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended, E.O. 11246, "Equal Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", the Copeland "Anti-Kickback" Act (18USC874 and 40USC276c and 18USC874 as supplemented by Department of Labor regulations at 29CFRpart 3, the Davis-Bacon Act, as amended (40USC276a-a7) and as supplemented by Department of Labor at 29CFRpart 5, the Contract Work Hours and Safety Standards Act (40USC327-333), and the Byrd Anti-Lobbying Amendment (31USC1352). Unless otherwise agreed, governing law shall be that of the District of Columbia.

19. Compliance with Foreign Corrupt Practices Act. By accepting and implementing the terms of this agreement with ACDI/VOCA Contractor certifies that neither it, nor any of its affiliates, partners, owners, officers, directors, employees, and agents have paid, offered, promised to pay or authorized payment of, and will not pay, offer, promise to pay, or authorize payment of, directly or indirectly, any monies or anything of value to any government official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision of such person or of the government for the benefit of ACDI/VOCA or the programs it implements. Further, the Contractor agrees to report any suspected improper payment or activity to the ACDI/VOCA Chief of Party or through the ACDI/VOCA Ethics Hotline <https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html>

20. Anti-discrimination. If work under this Contract will be performed in whole or in part in the U.S. the following rules are applicable:

Veterans Rule: Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and Contractors to employ and advance in employment qualified protected veterans.

Disability Rule: Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and Contractors to employ and advance in employment qualified individuals with disabilities.

21. Severability. If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of ACDI/VOCA without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

22. Order of Precedence. The rights and obligations of both Parties shall be subject to and governed by the following documents in order listed: (a) the cover page of this Contract; (b) the ACDI/VOCA General Terms and Conditions of this Contract; (c) any Attachments to this Contract; (d) the Client Prime Contract/Award; (e) the Federal Acquisition Regulation (FAR) and any other U.S. Government agency specific regulations. Any conflict occurring among these documents will be resolved in the stated order of precedence.

## APPENDIX B. ACDI/VOCA BACKUP AND RECOVERY PLAN

The following table provides an overview of all ACDI/VOCA knowledge assets, their size, the frequency of their backups and expected retention period for each. The vendor's solution should be able to manage all these assets while also meeting our minimum functional requirements as provided elsewhere in this RFP.

System Name and its Server Component	Provisioned (in GB)	Used (in GB)	OS	Data					Ext Retention	Replicate to Azure	
					Daily	Weekly	Monthly	type		weeks	days
									inc		
<b>Deltek</b>											
AVS0100	25.14	15.39	Windows				X	X			
AVS0101	20.02	10.18	Windows				X	X			
AVS0102	15.01	13.76	Windows				X	X			
<b>Liberty HR</b>											
AVPAYROLL1	38.20	32.66	WindowsXP				X	X			
<b>Sun Financial</b>											
AVFINANCE	230.04	139.85	Windows				X	X			
AVSUN	36.01	33.18	Windows				X	X			
<b>QBFaris</b>											
AVFARIS1	380.00	55.54	WindowsSvr12R2	SQL	X			X	X		X
AVFARIS2*	396.11	16.11	WindowsSvr12R2	SQL	X			X	X		X
AVFARIS3*	388.11	8.11	WindowsSvr12R2	SQL	X			X	X		X
AVFARIS4*	396.11	16.11	WindowsSvr12R2	SQL	X			X	X		X
AVFARIS5*	396.11	109.01	WindowsSvr12R2	SQL	X			X	X		X
<b>AgressoDev</b>											
AgressoApp	100.01	60.90	WindowsSvr12R2				X	X			
AgressoWeb	60.00	58.87	WindowsSvr12R2				X	X			
<b>AgressoProd</b>											
AgressoApp	160.02	83.35	WindowsSvr12R2			X		X			X
AgressoWeb	60.02	49.41	WindowsSvr12R2			X		X			X
Avv7Agresso	63.23	42.89	Windows				X	X			
<b>AVDomino</b>											
AVDomino	108.05	77.58	Windows				X	X			
<b>Citrix XenApp</b>											
O1XenApp	135.03	17.39	WindowsSvr12R2			X		X			
O2XenApp	135.03	20.31	WindowsSvr12R2			X		X			
EXSXADC	100.03	42.89	WindowsSvr12R2				X	X			
EXSXADS	60.02	59.67	WindowsSvr12R2				X	X			
EXSXASF	60.02	23.45	WindowsSvr12R2				X	X			
EXSXASQL	120.11	99.37	WindowsSvr12R2	SQL			X	X			

XenApp	120.00	17.74	WindowsSvr12R2				X	X			
NSVPXESX	34.00	4.57	Linux				X	X			
<b>DBSvr</b>											
EXSDBSVR	920.01	778.50	WindowsSvr12R2	SQL		X		X			
<b>DBProd</b>											
EXSDBPROD	920.00	704.68	WindowsSvr12R2	SQL	X			X	X	X	
<b>Vcenter Appliance</b>											
vCenter	769.73	15.62	Linux	Postgres QL			X	X			
<b>Avamar</b>											
AVESRS	64.00	2.45	Linux								
AVVMProxy	21.07	21.07	Linux								
<b>DFS</b>											
AVFS003	1215.00	865.00	WindowsSvr12R2	User profiles, Departm	X			X			X
<b>Helpdesk</b>											
EXSHD	190.03	82.94	Windows	SQL32bit		X		X	X		
<b>Others</b>											
AVDC0180	50.00	13.81	Windows	Domain Controll er		x					
AVS0061	40.02	28.07	Windows	KMS			X	X			
AVS0069	73.41	35.27	Windows	Certifica te Server			X	X			
<b>CiscoFirePower</b>											
CiscoFirePowerMgmt	250.00	250.00	Linux								
<b>ManageEngine</b>											
EXSME	100.00	78.88	Windows	PostSQL			X	X			
AVSME*	562.87	132.20	Windows	PostSQL			X	X			
<b>Trend Micro</b>											
OfficeScan	100.00	99.04	Windows				X	X			
DeepSecurity**	x	x	?				X	X			
Virtual Security Agent**	x	x	Linux								
<b>vShield NSX</b>											

NSX Agent**	x	x	?								
<b>SAMS Test/Dev</b>											
SAMS*	127.77	26.39	WindowsSvr12R2	SQL			X	X			
<b>WSUS</b>											
WICD*	261.10	117.78	WindowsSvr12R2	SQL			X	X			
<b>Exchange</b>											
EXEXHYB	180.00	145.85	Windows				X	X			
<b>PrintServer</b>											
AVSP001	76.53	68.34	Windows				X	X			
<b>Nutanix CVM</b>											
CVM-A***	111.37	111.37									
CVM-B***	111.37	111.37									
CVM-C***	111.37	111.37									
CVM-D***	111.37	111.37									
<b>Horizon View</b>											
vComposer**	x		Windows				X	X			
vConnect	50.09	40.23	Windows				X	X			
vSecurity	60.00	13.67	Windows				X	X			
<b>VDI</b>											
PersistentDesktop 1	80.41	47.99	Windows7								
PersistentDesktop 2	80.41	48.00	Windows7								
PersistentDesktop 3	80.41	49.00	Windows7								
PersistentDesktop 4	80.41	45.00	Windows7								
PersistentDesktop 5	80.41	51.00	Windows7								
PersistentDesktop 6	80.41	43.00	Windows7								
Floating1	212.00	150.00	Windows10								
Floating2	212.00	150.00	Windows10								
Floating3	212.00	150.00	Windows10								
Floating4	212.00	150.00	Windows10								
Floating5	212.00	150.00	Windows10								
Floating6	212.00	150.00	Windows10								
<b>Templates</b>											
Win7Pro	84.27	40.56									
Win7Pro64bit	63.47	24.86									



Win10 v1607	154.34	23.91																	
Win10 view	154.29	65.88																	
Domain Controller (Physical Server)																			
AVDC0182						X		X											
AVDC0182						X		X											
EXDC0183						X		X											

\* - installed in a separate host running free ESXI

\*\* - not provisioned yet

\*\*\*- nutanix component

greyed out - No need to backup

The recovery point objective (RPO) is the age of files that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure.

The recovery time objective (RTO) is the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity. It can include the time for trying to fix the problem without a recovery, the recovery itself, testing, and the communication to the users. Decision time for users representative is not included.