

Request for Proposals (RFP)

RFP Number: ICTEC-Startup City Cahul-2021-003
Issuance Date: 10.02.2021
Deadline for Offers: 10.03.2021, 15:00 Chisinau time
Description: Tender for Entrepreneurship Program Implementation in Regions of Moldova – 3 Lots: LOT 1 – Balti LOT 2 – Comrat, LOT 3 - Cahul
For: Moldova ICT Excellence Center Project (ICTEC) / LOT 1, 2 – Balti, Comrat
Eu4Moldova Startup City Cahul Project / LOT 3 - Cahul
Funded By: United States Agency for International Development (USAID) and Sweden (LOT 1,2)
European Union (EU) through Sweden (LOT 3)
Issued by: National Association of ICT Companies (ATIC)
ATIC Point of Contact: livadari@ict.md, Procurement Manager
mnemciuc@ict.md, Maria Nemciuc, Programme Manager

SECTION 1: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

1.1 Acronyms and Definitions

ATIC	National Association of ICT Companies
ADS	USAID Automated Directives System
CFR	United States Code of Federal Regulations
Cooperating Country	Moldova
Donor	USAID, EU/Sweden
EU	European Union
FAR	United States Federal Acquisition Regulation
RFP	Request for Proposals
US	United States
USAID	United States Agency for International Development
USG	United States Government
Sida	Swedish International Development Cooperation Agency
VAT	Value Added Tax

1.2 Introduction:

THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) is looking for Companies and/or NGOs capable to implement an educational entrepreneurship

program for youth in regions of Moldova, and to empower indigenous communities approach of innovative ideas.

*The Implementation of this initiative in Cahul Region is implemented in the frames of the EU4Moldova: Startup City Cahul financed by EU through Sweden, while within Balti and Comrat Regions in the frames of the Tekwill Project, financed by USAID and Sweden.

For details on the assignment please refer to Annex 1 – Terms of Reference.

1.3 Offer Deadline and Protocol:

Offers must be submitted not later than 15:00, local Chisinau time, on **March 10, 2021** electronically and/or in hard copy to the ATIC office:

Any email offers must be sent to the following address:

In attention of Liuba Livadari, Procurement Manager

to: llivadari@ict.md

cc: mnemciuc@ict.md

Maria Nemciuc, Programme Manager

Offers must be submitted in two (2) separate .pdf format files:

- 1) Technical Volume (Forms A-E and other mandatory documents required by this solicitation documents).
- 2) Financial Proposal (should be password-protected). ATIC will request the password if the proposal is deemed technically compliant. Any submission of the financial proposal that is not password-protected will be disqualified. Also, any submission of the financial proposal together with the password will be disqualified.

Any hard copy offers must be stamped and signed by the offeror's authorized representative and delivered to the following address:

In attention of Liuba Livadari
Procurement Manager
Moldova ICT Excellence Center Project
Str. Studentilor 9/11, Chisinau, Moldova.

Each offeror must submit its proposal in two separate packages: Technical Proposal and the Cost Proposal. The following number of copies is required in each submission:

1. Technical and Cost Proposal: Three (3) original hardcopies and one (1) electronic copy on CD of the technical proposal, per the instructions below.
2. All offers and related documents must be enclosed in sealed envelopes with the name and address of the offeror and the RFP number ("RFP No. ICTEC-Startup City Cahul-2021-003") clearly marked on the outside. The Technical Proposal and the Cost Proposal must be in separate envelopes. If multiple envelopes must be submitted for the technical offer, due to the size of a proposal, offerors must ensure that each envelope is sealed and clearly marked with the information described above.

Please refer the RFP number in any response to this RFP. Offers received after the specified time and date will be considered late and will NOT be reviewed by ATIC.

1.4 Questions and Requests for Clarifications:

Questions regarding the technical or administrative requirements of this RFP may be submitted no later than **17:00, local Chisinau time on March 04, 2021, by email to livadari@ict.md and mnemciuc@ict.md**. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that ATIC believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding.

Only the written answers issued by ATIC will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of ATIC or any other entity should not be considered as an official response to any questions regarding this RFP.

1.5 Technical and Cost Volume

1.5.1 Technical Volume

The Technical Volume should describe in detail the offeror's proposed plan for providing the services and commodities described in the specifications found in Annex 1. It should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The plan should include details on equipment, personnel, and subcontractors that the offeror will make available to carry out the required activities. The plan should also provide details on the anticipated delivery schedule, including an estimated completion date.

At a minimum, the Technical Volume must contain the following required completed documents: FORMS A-E and other documents as required in Annex 1 - Terms of reference.

Subcontracting arrangements:

If the execution of work to be performed by the offeror requires the hiring of subcontractors, the proposal must clearly identify the subcontractor(s), contact information of subcontractor(s), and the work they will perform. ATIC will not refuse a proposal based upon the use of subcontractors; however, ATIC retains the right to approve or reject the specific subcontractors selected.

All electronic copies of documents in the Technical Volume must be in PDF, Microsoft Word or Microsoft Excel format.

The information contained in the Technical Volume should not contain any cost- or price-related information.

1.5.2 Cost Volume

Taking into consideration the complexity of the work, the cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract.

It should offer a clear understanding upon the amount of work, different types of activities (if applicable), but offer a fixed price for the assignment taking into account all details.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. ATIC reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, charges, tariffs, duties or levies will be paid under an order resulting from this RFP.

CURRENCY OF PROPOSAL: Financial offers must be presented in MDL only. No other currencies accepted.

FORMAT OF FINANCIAL PROPOSAL: In formulating its financial proposal, the offeror should be guided by the FORM F – Financial Offer.

PARTIAL QUOTES: Allowed, per LOT.

1.6 Validity Period

Offers must remain valid for at least 90 calendar days after the offer deadline.

1.7 Authorized USAID Geographic Code and Source/Nationality (applicable to the RFP LOTs financed with USAID funds)

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Moldova.

Offerors may not offer or supply any commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting subcontract (including transportation, fuel, lodging, meals, and communications expenses).

1.8 Eligibility of Offerors

By submitting an offer in response to this RFP, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award. ATIC will not award a contract to any firm that is debarred, suspended, or considered to be ineligible.

1.9 Evaluation and Basis for Award

One or multiple awards will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to ATIC. Best value will be decided using the tradeoff process.

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered approximately equal to cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

In evaluating proposals, ATIC will use the evaluation criteria and sub-criteria set out in Annex 1- terms of reference to this RFP.

This RFP applies the tradeoff process based on ATIC procedures. ATIC will award a subcontract to the offeror whose proposal represents the best value to ATIC. ATIC may award the contract to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

The rating of each proposal will be defined based on the accumulated scoring, considering the technical and financial scores. The priority will be given to highest technical scored offers, in the limits of the available budget.

1.10 Negotiations

Best and final price quotations are requested from all offerors. It is anticipated that awards will be made solely on the basis of these original quotations. However, ATIC reserves the right to conduct negotiations and/or request clarifications prior to awarding a subcontract.

1.11 Terms and Conditions of Subcontract

This is a Request for Proposals only. Issuance of this RFP does not in any way obligate ATIC or the Donor to award a subcontract, nor does it commit ATIC or Donor to pay for costs incurred in the preparation and submission of a proposal.

This solicitation is subject to the Draft Order Terms and Conditions detailed in Section 2. Any resultant award will be governed by these terms and conditions. ATIC reserves the right to make revisions to the content, order, and numbering of the provisions in the actual subcontract document prior to execution by ATIC and the selected awardee. Issuance of a subcontract award is subject to availability of sufficient funds.

SECTION 2. BACKGROUND, SCOPE OF WORK, DELIVERABLES AND DELIVERABLE SCHEDULE

2.1 Specifications

As specified in Annex 1, ATIC is looking to subcontract one or several companies or NGOs to deliver implementation of entrepreneurship programmes

2.2 Delivery Requirements

The delivery location for the items described in this RFP is MD-2045, str. Studentilor 9/11, Chisinau, Moldova. As part of its response to this RFP, each offeror is expected to provide an estimate (in calendar days) of the delivery and execution timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFP must be upheld in the performance of any resulting contract.

The delivery estimate presented in any offers in response to this RFP must be honest, accurate, and upheld in the performance of any resulting subcontract or order.

SECTION 3. DRAFT ORDER TERMS AND CONDITIONS

Per Section 1.11 of this RFP, in the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions will apply:

1. All commodities, if applicable, delivered under this subcontract must be transferable to USAID, or another entity in the Cooperating Country designated by ATIC.

2. Delivery Terms

A. Delivery terms to be guided by the expected timeframes mention in the ToR – Annex 1. The Subcontractor shall deliver the deliverables as set forth to the delivery locations.

B. *Time is of the essence.* By executing this subcontract, the Subcontractor confirms that it accepts that the delivery schedule stated herein is reasonable and will comply with the delivery schedule.

C. *Customs clearance.* The Subcontractor shall clear any international shipments through customs and deliver them to the appropriate location(s) specified in Article 5. ATIC is responsible for providing the Subcontractor with the necessary documentation required by Moldovan customs officials for duty-free customs clearance.

D. Consignee address. For any international shipments requiring customs clearance in Moldova, the following consignee address shall be used on each shipment to facilitate duty-free and tax-free customs clearance.

E. U.S.-flag requirement. Any international transportation carried out under this subcontract shall take place on US-flag vessels/carriers. Any international air transportation shall be in accordance with FAR 52.247-63 (“Preference for U.S.-Flag Air Carriers”) and FAR 47.403 (“Guidelines for Implementation of the Fly America Act”). (applicable to the RFP LOTs financed with USAID funds)

3. Payment and financial obligations

3.1 Subcontract Price

The Subcontractor shall complete all work (including furnishing all labor, material, commodities, equipment, and services) required under this subcontract for the fixed price indicated in the offer. This price shall include all equipment, commodities, shipping costs, licenses, permits, administration costs, labor costs, materials, overhead, profit, and all other costs.

The Subcontractor will be paid the installment amounts listed under the column named “Payment Amount” only upon successful completion and acceptance by ATIC of all corresponding deliverables listed in the column named “Corresponding Deliverable Name.”

3.2 Payment Terms

ATIC will pay the total price through a series of installment payments as provided in Article 1.9 above, after Subcontractor’s completion of the corresponding deliverables and ATIC acceptance thereof. The Subcontractor may submit invoices for deliverables that have been accepted and approved by the authorized ATIC representative. ATIC will pay the Subcontractor’s invoice within fifteen (15) working days after the following conditions have been fulfilled:

- a) the Subcontractor has delivered a proper invoice,
- b) ATIC has issued an inspection certificate.

Payment will be made in MDL (in case of international applicants, payment will be made in USD or EU based on the location of the company providing services), paid via wire transfer to the account specified in the Subcontractor’s invoice. Payment of unpaid balances will be made upon completion and final acceptance of all works and deliverables by ATIC. Any invoices for services rendered and deliverables submitted—but not accepted by ATIC—will not be paid

until the Subcontractor makes sufficient revisions to the deliverables such that ATIC may approve the deliverables and thus the invoice.

3.3 Invoice Requirements

The Subcontractor shall present an invoice to ATIC only for services and/or commodities that have been accepted by ATIC. The invoice must be an original invoice, submitted to:

ATIC
Attention: Accountant Office
National Association of ICT Companies

To constitute a proper invoice, the Subcontractor's invoice must include the following information and/or attached documentation. This information will assist ATIC in making timely payments to the Subcontractor:

1. Subcontractor legal name, subcontract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding value.
3. Bank account information to which payment shall be sent.

3.4 Cooperating Country Fees, Taxes, and Duties

This subcontract is entered into by ATIC on behalf of the Projects mentioned above, an official program of the Donors in Republic of Moldova.

As such, this subcontract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in Republic of Moldova. The Subcontractor shall not pay any host country taxes, VAT, tariffs, duties, levies, etc. from which this Donor programs are exempt. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by ATIC. The Subcontractor shall immediately notify ATIC if any such taxes are assessed against the Subcontractor or its subcontractors/suppliers at any tier.

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract. The Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

3.5 Set-Off Clause

ATIC reserves the right of set-off against amounts payable to Subcontractor under this subcontract or any other agreement in the amount of any claim or refunds ATIC may have against the Subcontractor.

4. Authorized USAID Geographic Code (applicable to the RFP LOTs financed with USAID funds)

5.

The authorized USAID geographic code for this subcontract is USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The source and nationality of all goods, commodities, and services provided under this subcontract must meet the above-specified USAID geographic code specified in accordance with the regulations found in 22 CFR 228.

The cooperating country for this subcontract is Moldova.

No commodities or related services may be supplied under this subcontract that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting subcontract (including transportation, fuel, lodging, meals, and communications expenses).

5. Restrictions on Certain Foreign Purchases (FAR 52.225-13) (applicable to the RFP LOTs financed with USAID funds)

- a) Except as authorized by the Department of Treasury's Office of Foreign Assets Control (OFAC), the Subcontractor shall not acquire for its use in the performance of this subcontract, any supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC's implementing regulations (31 CFR Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.
- b) Except as authorized by OFAC, most transactions involving Cuba, Iran, the Sudan, Burma and North Korea are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.
- c) The Subcontractor shall insert this article, including this paragraph (c), in all subcontracts and subawards issued under this subcontract.

6. Compliance with U.S. Export Laws (applicable to the RFP LOTs financed with USAID funds)

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations. As required, subject to ATIC' prior approval for all exports or imports under the Subcontract, Subcontractor shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Subcontractor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by ATIC. Subcontractor agrees to indemnify, hold harmless and defend ATIC for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against ATIC as a result of Subcontractor's non-compliance with this provision.

7. Anti-Kickback

a) Definitions:

- *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to ATIC, the ICTEC project office or any of its employees, the Subcontractor or Subcontractor employees, or vendors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.
- *Person*, as used in this article, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Subcontractor employee*, as used in this article, means any officer, partner, employee, or agent of the Subcontractor.

b) The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Subcontractor to ATIC.

When the Subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to ATIC, who shall forward the report to the USAID Inspector General for investigation, as required.

The Subcontractor agrees to cooperate fully with any United States Government agency investigating a possible violation described in paragraph (b) of this article.

ATIC may offset the amount of the kickback against any monies owed by ATIC under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to (applicable to the RFP LOTs financed with USAID funds) include the substance of this article in any contract it may issue under this subcontract.

8. Terrorist Financing Prohibition

The Subcontractor (including its employees, consultants, and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this subcontract. (applicable to the RFP LOTs financed with USAID funds)

9. Eligibility of Subcontractors

In accordance with Federal Acquisition Regulation (FAR) Clause 52.209-6, "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment," (SEP 2006), no commodities, software, goods, materials, or services shall be eligible for USAID financing or reimbursement under this subcontract if provided by a subcontractor or supplier (or a subcontractors' or suppliers' principle) that is debarred, suspended, or proposed for debarment by USAID or the USG. This applies to the

Subcontractor and the Subcontractor's subcontractors and suppliers as well. (applicable to the RFP LOTs financed with USAID funds)

As per EU procurement rules, a subcontractor is eligible if:

- it is not included in the EU Sanctions List or are subject to EU Restrictive Measures provided at www.sanctions1ap.eu and all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project are not included in the EU Sanctions List or are subject to EU Restrictive Measures and none part of the Fee is made available to, or for the benefit of, persons, groups and entities designated under the EU Sanctions List or subject to EU Restrictive Measures. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary if it reveals that any recipient of such funds falls under EU Sanctions List / EU Restrictive Measures.
- it does not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion;
- it refrains from corruption and other irregularities and requires all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project to refrain from any such corruption and other irregularities. Corruption and other irregularities refer to all kinds of: (1) corruption, including bribery, nepotism, illegal gratuities or other form of abuse of trust, power and position for improper gain; (2) misappropriation of cash, inventory and all other kinds of assets; (3) financial and non-financial fraudulent statements; (4) all other use of Project/Core Activities funds which is not in accordance with the work plan and Budget approved under SIDA-ATIC Agreement. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary of any indication of corruption and other irregularities and investigate the presence of corruption and other irregularities and take action, including legal actions, against persons suspected of corruption and other irregularities;
- it takes all necessary precautions to avoid any conflicts of interest in all matters related to fulfilment of this Agreement or implementation of any part of the Project and ensures its employees, consultants, suppliers and contractors are not placed in a situation which could give rise to conflict of interest. A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person fulfilling the Agreement and/or implementing of any part of the Project is compromised. (applicable to the RFP LOTs financed with EU/Sweden funds)

10. Compliance with Applicable Laws and Standards

The Subcontractor shall perform all work, and comply in all respects, with applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and Moldova and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable USAID regulations governing this subcontract, which are incorporated by reference into this subcontract, and appear in Article 35, Clauses Incorporated by Reference. (applicable to the RFP LOTs financed with USAID funds)

11. Indemnity and Subcontractor Waiver of Benefits

A. The Subcontractor waives any additional benefits and agrees to indemnify and save harmless ATIC, Donor, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

- (1) the acts or omissions of Subcontractor, its employees, officers, directors, agents or its subcontractors;
- (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Subcontractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Subcontract except to the extent that such damage is due to the negligence of ATIC;
- (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from ATIC use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by ATIC, Donor, as authorized hereunder; or false claims submitted by Subcontractor or its subcontractors under this Subcontract or as a result of a Subcontractor misrepresentation of fact or fraud by Subcontractor.

B. Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit and, further, that Subcontractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Subcontractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this subcontract and to which ATIC is or may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by ATIC (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing ATIC from any and all liability.

C. If any of the goods or services provided by Subcontractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Subcontractor shall, at its own expense, use its best efforts—

- (1) to procure for ATIC the right to continue use and, if authorized under this Subcontract, distribution of the infringing goods or services or,
- (2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above-mentioned can be successfully implemented, then Subcontractor shall refund to ATIC all monies paid to the Subcontractor for the infringing goods and services.

12. Intellectual Property Rights

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this subcontract will exclusively vest in or remain with ATIC, which shall have all proprietary rights therein, notwithstanding that the Subcontractor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this fixed price subcontract, the services, or duties must be returned or delivered to ATIC at the time of the expiration or termination of the subcontract. The Subcontractor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of ATIC and proper attribution.

13. Modifications

Modifications to the terms and conditions of this subcontract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both

Parties as stipulated in Article 16 of this subcontract. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

14. Changes

In accordance with FAR Clause 52.243-1 "Changes—Fixed-Price" (AUG 1987) (applicable to the RFP LOTs financed with USAID funds) and according to ATIC Procurement procedures, ATIC may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed.

If any such change(s) causes an increase or a decrease in the cost, or the time required for the performance, or any part of the work under the subcontract, an equitable adjustment shall be made in the subcontract price or delivery schedule, or both, and the subcontract shall be modified in writing accordingly. Any claim by the Subcontractor for adjustment under this subcontract must be asserted within 30 (thirty) days from the date of receipt by the Subcontractor of the modification or change.

15. Assignment and Delegation

This subcontract may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of ATIC. Absent such written consent, any assignment is void.

16. Termination

ATIC reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with ATIC procurement procedures (FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference in Article 35 herein - (applicable to the RFP LOTs financed with USAID funds)

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract, or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify ATIC forthwith and ATIC shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service). (applicable to the RFP LOTs financed with USAID funds)

TERMS OF REFERENCE

Support Youth Empowerment Entrepreneurship Programme Implementation in the Regions of Moldova

- LOT 1: BALTI (Tekwill Project financed by USAID and Sweden)**
LOT 2: COMRAT (Tekwill Project financed by USAID and Sweden)
**LOT 3: CAHUL (EU4Moldova: Startup City Cahul Project financed
by EU through Sweden)**

A. Background information and rationale, project description

THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) is the business Organization uniting 45 companies. Umbrella Organization gathering over 5000 employees.

Being established in 2006, ATIC is the action leading association and the voice of the Moldovan ICT industry that promotes the development of the ICT sector in Republic of Moldova through viable partnerships between companies, similar organizations, government, state institutions and international organizations. The association was founded to represent the industry on different policy and legislative issues and to facilitate the exchange of best practices between members. ATIC mission is to protect and promote the Association members’ interests as well as facilitate a more favorable ICT business climate.

About Tekwill

The ICTEC Project started as a USAID program implemented by the National Association of ICT Companies (ATIC). In 2016, the Government of Sweden joined the program and expanded the operations and content programs of Tekwill. The project is implemented as a private-public partnership (through Global Development Alliances instrument (GDA)), between the Moldovan Government, private industry, academia and donors. The private partners include multinational companies, IBM and Microsoft, and also Moldovan Association of Private ICT Companies (ATIC) members that are local (operated) ICT companies. The private partners bring significant new resources, ideas, software, technologies and development activities, such as trainings, practical assignments, and mentorship. The private sector partners will have the chance to use the center to communicate with the university, SMEs, startups, professionals and contribute to the curricula improvement answering the market needs, as well as the improvement of the IT and entrepreneurship ecosystem that will lead to the economic growth of the country. The Government of Moldova supports this project at the highest level of the Prime Minister, and the partners include Ministry of ICT, Ministry of Education, and E-Government Center.

The EU4Moldova: Startup City Cahul Project financed by EU through Sweden is in line with the Annual Action Programme 2019 in favor of the Republic of Moldova and its Action entitled, based on the Commission Decision ENI/2019/042-243.

The overall objective of the Action is to harness and strengthen the potential of the digital economy and enhance regional competitiveness, its business and its investment environment.

The specific objectives are:

- Foster partnerships for innovation and entrepreneurship between the private sector, public sector and educational institutions in the region of Cahul.

- Promote technology, problem solving and creative solutions in learning and make STEM topics (Science, Technology, Engineering and Mathematics) more attractive for women and men, girls and boys.
- Facilitate the emergence of start-ups in innovative sectors, build their capacity and investment readiness.

General overview of entrepreneurship in Moldova

Moldova's entrepreneurial ecosystem is emerging, although it has made significant progress compared to 10 years ago, our country still has much unexplored potential, amid a lack of entrepreneurial culture, limited access to finance, as well as experience in managing its own product-based business.

In order to reduce the gap and encourage the development of startups based on information technologies, the Republic of Moldova aligns with international trends and implements programs dedicated to growing and supporting startup businesses.

One of them is the Startup Moldova National Program – an initiative that gives the young people with innovative ideas access to educational programs, infrastructure, consulting, mentoring, opportunities to connect to international events and competitions, as well as attracting funding sources.

Regional Expansion

Development of Tekwill regional Centers through deployment of relevant ICT educational content and entrepreneurship activities in the regions (Chisinau, Balti, Cahul, Comrat, and potentially Tiraspol as soft content), including enhancing capacity of the regional Centers' governing bodies and management teams.

Although the first part of the Tekwill project has started with a site reconstruction and identification of the most suitable business/operation model for regional implementation/development, as well as training and assistance to regional teams in implementing the selected activities, due to the market specifics, there is a need to fortify these existing capacities, and work towards increasing visibility of Tekwill Extension.

*The Implementation of this request in Cahul Region is implemented in the frames of the EU4Moldova: Startup City Cahul with the financial support of EU through Sweden, while within Balti and Comrat Regions in the frames of the Tekwill Project, financed by USAID and Sweden.

B. Specific Objectives

The entrepreneurship activities will focus on institutional development and fortification of the Startup Moldova concept, development and deployment of entrepreneurial education programs; implementation of general and vertically-driven initiatives, implementation and supporting community initiatives, facilitation for bringing all stakeholders together, mapping ecosystem players, and supporting entrepreneurial innovation, forming and developing a local talent pool and attracting foreign expertise, addressing the talent gap by reconversion mechanisms and entrepreneurial education opportunities and directly support startups in their needs. Tekwill will support the e-commerce agenda by adjusting its programs towards inclusive digitization initiatives.

C. Scope of Work

Following the results of the feasibility study, during Year 6 Tekwill will focus on further straightening the network and developing an institutional model for future operations will develop branding requirements for all/each regional centers, as physical location and operation model, will perform allowed renovation in Balti, Comrat, Cahul, Ungheni as well as create and deploy educational entrepreneurial activities as part of the extension. The content and other services will be adjusted to the regional context in terms of price, target, and relevance.

Approach and Methodology

Call for application to implement an educational entrepreneurship program for youth in regions of Moldova, and to empower indigenous communities' approach of innovative ideas

- Applicants are expected to have the capacity to reach out to indigenous youth across the region to engage them with the call for application process;
- One of the assignments of the goal is to launch entrepreneurial programs for youth aiming to increase their knowledge, provide insight about entrepreneurship, encourage tech entrepreneurship.

The program's objectives are to:

- Develop positive attitudes towards startup mindset
 - Create awareness of enterprise and self-employment as a career option for young people;
 - Provide knowledge and practice about the desirable attributes for starting and operating a successful enterprise;
 - Prepare students to become better employees through improved understanding of business;
 - Ensure that young people that have received training in the program will have a positive approach to entrepreneurship and will be inclined to create their own business.
- Target age group – up to 18 years old.
 - Expected number of participants- min 30 per region.
 - The program must be suitable to participants agenda, taking in consideration their scholar program.
 - The structure of the program could contain interactive approach to be able to keep participants enthusiasm and interest.
 - The program has to ensure connectiveness between participants, ensuring networking and sharing experience.
 - Provide financial resources and access to networks support to most promising solutions;
 - Applicants are expected to have a strong network of organizations and stakeholders working with and for indigenous youths.
 - Monitor and evaluate impacts of the resources and networks provided to further strengthen future initiatives.
 - The experts are expected to have the capacity to monitor and evaluate the progress of these youth led social innovation prototypes in order to develop future programming support to indigenous youth communities across regions of Moldova.

D. Deliverables and Schedules/ Expected Outputs

The contracted Organization is expected to work towards the following work plan, and timelines to achieve the stated outputs.

	OUTPUTS	DELIVERABLES	ESTIMATED DELIVERY DATE
	ENTREPRENEURSHIP PROGRAM IMPLEMENTATION IN THE REGIONS OF MOLDOVA <u>for each lot:</u> LOT 1: BALTI (Tekwill Project financed by USAID and Sweden)		

	LOT 2: COMRAT (Tekwill Project financed by USAID and Sweden) LOT 3: CAHUL (EU4Moldova: Startup City Cahul Project financed by EU through Sweden)		
1	Finalized workplan on youth empowerment (entrepreneurship) program	<ul style="list-style-type: none"> Detailed workplan including call for application, grant disbursement, technical support and M&E plan 	30 March 2021
2	Call for application and selection of beneficiaries of the program. Program implementation.	<ul style="list-style-type: none"> Finalized call for application. Outreach to youth groups by Region Select participants Develop the program 	20 September 2021
3	Final report on the program	<ul style="list-style-type: none"> Final report approved by ATIC 	15 October 2021

The Contractor(s) is expected to provide an update on progress to Tekwill teams on a monthly basis.

E. Facilities to be Provided by Tekwill or its Partners

During the assignment, based on the necessity, TEKWILL will provide support to promote the activities (call for application of grants etc.) via social media channels. During the preparation stage and programme implementation stage, TEKWILL will provide necessary virtual and physical support based on the necessity.

F. Expected Duration of the Contract/ Assignment

The assignment is expected to begin in March 2021 and the final deliverable should be completed by December 21, 2021.

G. Mandatory Documents to be Submitted

Companies and NGOs are invited to submit their offers for the delivery of the assignment including the below mentioned mandatory documents:

1. Technical Offer:

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Offeror's Summary Sheet (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence Regarding Responsibility Matters (see FORM E)
- Copy of official registration and business license if applicable
- Company's / organization's profile with a focus on information regarding similar experience in implementing entrepreneurship and/or youth empowerment programs, experience with donor organizations.
- Concept regarding the implementation of the assignment requested in the ToR – Annex 1, including timeframe.
- Proposed Syllabus
- Information about Key staff and Mentors/Consultants: CVs and qualification of Staff and Mentors planned to be assigned (diplomas and or licenses if applicable, to be attached) indicating the years of experience in the required area

- Past performance information – 2 relevant reference letters from the last 3 years (would be considered as advantage)

2. Cost Offer (FORM F)

H. Minimum Qualification Criteria for applicant companies and/or NGOs:

- Minimum 2 years of similar experience in implementing entrepreneurship and/or youth empowerment programmes
- Availability of qualified personnel and mentors
- Experience with donor organizations would be considered a plus
- Past performance information – 2 reference letters from the past 3 years (desirable)

Only qualified applicants will be considered for further evaluation.

I. Evaluation Method

Submitted proposals will be evaluated against the evaluation criteria described below.

Evaluation Criteria	Evaluation Sub-criteria	Maximum obtainable points
Technical Evaluation		70 pts
1.	Concept	25 pts
1.1.	<i>Relevance of the concept</i>	10 pts <i>Relevant – 10 pts</i> <i>Average – 5 pts</i>
1.2.	<i>Overall structure of the concept</i>	5 pts <i>Well structured – 5 pts</i> <i>Fairly structure – 2 pts</i>
1.3.	<i>Inovation of the approach</i>	10 pts; <i>Innovative – 10 pts;</i> <i>Relatively innovative – 5 pts</i> <i>Not innovative - 0 pts</i>
2.	Proposed syllabus	10 pts Relevant and well structured – 10 pts Good – 5 pts Fair – 2 pts
3.	Timeframe	5 pts
4.	Company's/NGO's experience	10 pts
4.1.	<i>Minimum 1 year of similar experience in implementing entrepreneurship and/or youth empowerment programs</i>	<i>Up to 5 pts;</i> 1 year of experience - 3 pts; for each additional year - 1 pt
4.2.	<i>Experience with donor organizations</i>	<i>Up to 5 pts;</i> Availability of experience - 5 pts; no experience – 0 pts
5.	Experience of company's/NGOs Personnel in implementing entrepreneurship and/or youth empowerment programmes	10 pts 3-year experience – 10 pts For each additional year – 1 pts, up to 5 additional years

6.	Experience of mentors with similar mentoring assignments related to entrepreneurship and	10 pts; 3-year experience – 10 pts For each additional year – 1 pts, up to 5 additional years
Cost Evaluation	Overall cost proposal provided <i>minimum offer - 30 pts;</i> <i>Evaluated offer pts = (lowest offer x 30 pts)/evaluated offer</i>	30 pts
Total Points – Technical and Cost Approach		100 pts

Minimum pass score – 70% of the technical score (49 pts). Offers that will not reach the minimum pass score will not be considered for the financial evaluation (financial offers will not be opened).

This RFP applies the tradeoff process based on ATIC procedures in the selection of proposals (as described in the RFP).

J. AWARD

ATIC will award the contract or contracts to one or various companies/NGOs whose proposal represents the best value to ATIC, per LOT.