

Request for Proposals (RFP)

RFP Number: ICTEC-2021-017

Issuance Date: 09.04.2021

Deadline for Offers: 29.04.2021, 15:00 Chisinau time
Extended Deadline: 13.05.2021, 15:00 Chisinau time

Description: Consultancy Services to assess the areas of Implementation for the “Tekwill in Every University” Program

For: Moldova ICT Excellence Center Project

Funded By: United States Agency for International Development (USAID) and Government of Sweden, Contract No. AID-117-A-15-00002

Issued By: National Association of ICT Companies (ATIC)

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ioriol@ict.md - Irina Oriol, Deputy Project Coordinator

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
FAR	United States Federal Acquisition Regulation
RFP	Request for Proposals
US	United States
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax

1.2 Introduction

The National Association of ICT Companies (ATIC) is soliciting proposals from eligible and responsible firms to offer consulting services to assess the areas of Implementation for the Implementation of “Tekwill in Every University” Program as described in details in the Annex 1 - Terms of Reference (ToR).

1.3 Questions and Requests for Clarifications

Questions regarding the technical or administrative requirements of this RFP may be submitted no later than April, 20, 15:00 local Chisinau time by email to llivadari@ict.md, cc ioriol@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.

1.4 Offer Deadline

Offers must be submitted **not later than 15:00, Chisinau time, on April 29, 2021**.

Offers received after the specified time and date will be considered late and will NOT be evaluated by ATIC.

1.5 Protocol for Submission of Offers

Electronic Submission Only:

The only acceptable submission method is electronic – via email.

Any email offers must be sent to the following address:

to: llivadari@ict.md, Liuba Livadari, Procurement Manager

cc: ioriol@ict.md, Irina Oriol, Deputy Project Coordinator

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

- 1) Technical Proposal (Forms A-E and other mandatory documents required by this solicitation documents). There may be one or several PDF files with relevant names
- 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.

All offers must be prepared in one of the 3 languages: English Romanian or Russian.

1.5.1 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 technical specifications found in Annex 1 – Terms of Reference. 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:

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Certificate of Independent Price Determination (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence of Responsibility Statement (see FORM E)
- Copy of official registration and business license (also for subcontractors – if any)
- Company profile with a focus on information regarding similar experience in providing similar consulting services
- Past performance information:
 - *List of similar contracts for consulting services in the last 3 years;*
 - *experience with international donor organizations will be considered an advantage*
 - *2 reference letters from the last 3 years*

- Staffing capacity to perform the proposed services, describing in particular the experience in the field, etc. CVs and qualification of Team Members planned to be assigned (diplomas and or licenses to be attached)
- Description of proposed services/deliverables with a clear timeline (Gantt chart format recommended).

FORMS A-E – attached word file to this RfP.

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 format.

The information contained in the Technical Volume should not contain any cost- or price-related information otherwise it will be rejected by ATIC .

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/deliverables and types of cost (if applicable), but offer a **fixed price** for the assignment taking into account all details.

In case the Offeror's cost proposal exceeds the equivalent of USD 50.000, the Offeror shall provide a bank guarantee in amount of 10% per model in annex No.3 below. The bank guarantee must be annexed to Cost Volume.

If relevant, 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** (attached word file).

Partial Quotes: not allowed.

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

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

An award 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 trade-off process.

This RFP will use the trade-off 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 following evaluation criteria and sub-criteria:

Evaluation Criteria	Evaluation Sub-criteria	Maximum points
Technical Criteria		
1	Concept and approach to the assignment	15 points
2	Timeframe	5 points
3	Past performance information (similar past contracts, experience with international donors)	15 points
4	Personnel qualification 4.1.Prior experience in IT, engineering, education, development, economic backgrounds 4.2.Good understanding of the IT ecosystem and educational system in the country 4.3. Relevant international expertise will be considered a plus 4.4. Fluency in all three Romanian, Russian and English will be considered a plus 4.5. Prior and relevant expertise/knowledge in investments projects (if physical infrastructure will be chosen as an impact component of the future assignment)	35 pts Up to 10 pts . . Up to 10 pts Upt to 5 pts Up to 5 pts (Ro, EN – 2 pts, Ru 1 pts) Up to 5 pts
Financial	Overall cost proposal provided	30 points minimum offer - 30 pts; Evaluated offer pts = (lowest offer \$ x 30pts)/evaluated offer

Total Points – Technical and Cost Approach	100 points

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. ATIC will award a subcontract to the offeror whose proposal represents the best value to ATIC. ATIC may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

1.10 Negotiations

Best and final price quotations are requested from all offerors. It is anticipated that awards will be made solely based on 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 USAID to award a subcontract, nor does it commit ATIC or USAID 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 Technical Specifications

As specified in Annex 1, ATIC is looking to subcontract one company to deliver consulting services as stated in Annex 1 (Specifications).

2.2 Delivery Requirements

The delivery location for the services described in this RFP is ATIC, 9/11, Studentilor Str., MD-2045 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 1.17 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 TBD (estimated deadline specified in 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 the 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”).

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 of TBD . 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 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) 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 or USD 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 ICTEC Project, an official program of the Government of the United States 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 USAID program is 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

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)

- (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

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 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.

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.

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.

11. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

- A. The Subcontractor waives any additional benefits and agrees to indemnify and save harmless ATIC, USAID, 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, USAID, 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), 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 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.

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).

ANNEX 1: DETAILED SPECIFICATIONS AND REQUIREMENTS

I. BACKGROUND:

About ATIC

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.

General perspective

ICT skills are a trend to be acquired from early ages and become a critical skill in the future. STEM or science only, is being something separate from all other subjects or disciplines in education, disconnected from people’s lives beyond school, however important for acquiring inclusive, but not limited to IT skills. It has been proven that science influences all parts of our lives and our decision-making processes. Along with language and artistic literacy, knowledge of science and mathematics is the basis for personal accomplishment and responsible citizenship, social and economic development and a benchmark of innovation, entrepreneurship and competitiveness in our global world. Therefore STEM ensures that important scientific, mathematical, technological and engineering linked concepts and practices are understood and applied in an interdisciplinary manner. This shows that these concepts and practices are founded on STEM principles and ideas that can be applied from various angles. STEM is oriented towards innovation: it responds to current challenges and looks for innovative and creative solutions through the interconnected STEM components¹.

Industry perspective

¹ https://edu-arctic.eu/images/project_reports/EDU-ARCTIC_D3.1_v7_19-07-2016_KM.pdf

1. The IT and engineering industries are struggling to get sufficient well trained labor force on a yearly basis that would meet market needs and worldwide and national trends.
2. Technologies become an indispensable part of the various industries (agriculture, health, finance, etc.), and require workforce with the relevant digital skills.
3. The best school graduates leave the country for better studies, while the trained in-house specialists by the companies or existing training centers leave the country on an average

Tekwill in Every University Program

The Moldova Educational system faces a complicated reality check in aligning with global trends on technology, improving the education experience. While Moldova is lagging the trends related to the quality of education and competences that students and teachers receive, readiness for future jobs, as well as relevance for future careers, the IT sector is still considered one of the most dynamic and constantly growing sectors providing opportunities for the whole economy in Moldova aiming to transform it into an added value knowledge based one. The program aims at supporting and promoting relevant IT integrating concepts to improve the educational system in Moldova using IT and relevant IT curricula.

Higher Education Institutions in the Republic of Moldova have decreased their image as academic institutions and the value they provide for preparation of future generation of specialists. The role of the higher educational system is gradually diminishing. In particular, the master's and PhD degrees are not considered of high value by companies, but rather additional periods spent without practical activities. Besides, many students drop out from universities by getting a decent salary and a job offer, without embracing the real value the university gives, such as scientific research. The integration of public research in university education can substantially enhance the role of the university by outsourcing R&D projects of IT companies to university groups, engaging students and thus gradually increasing the level of complexity of the studies provided. Universities are essential economic agents and can help make the local firms more innovative and productive through relevant applied research, as well as the training of highly qualified professionals.

To address the challenges higher education institutions face, Tekwill will follow the example of "Tekwill in Every School" and match best practices to raise quality wise the output of the Moldovan students within the "Tekwill in Every University" program.

The program will focus on the following directions:

- **Improved infrastructure.** The assessment will identify the most valuable soft/hard assets of the universities (for e. g. State University - data science, UTM - engineering for IT and verticals, Balti - automotive, Cahul - pedagogy), and in conformity with the elaborated and agreed strategy the institutions will be offered:

- endowment of spaces dedicated for specialized labs,
- trainings for students;
- capacity building to support for the professors,

The laboratories opened at the universities will replicate the Tekwill center environment at a smaller size, aiming promotion of research and exploration of ICT opportunities. The universities will have to prove their interest in opening new labs and ensure sustainability. Additionally, these labs may serve as extensions for the universities they are in (for e. g. Balti Regional Innovation Center may be matched by these labs). The action will fully investigate technical equipment endowment and operation model of the laboratory. This action will permit universities to match their capacities with national and international trends in ICT.

- **Institutional capacity development.** The project will continue to collaborate with the Universities on updating curricula. It is expected that courses on newer topics will progressively move into mainstream Bachelor's and Master's degree courses. There will be assessed universities, which have IT faculties, but also faculties closely connected/related to IT, as finance, agriculture, biology, etc. While providing the assessment, the experts will analyze physical spaces, human resources that can be involved in continuous use of labs and updated curricula. Also, there will be considered the national and international trends of appearance of new jobs in IT, consequently there will be developed proposals

for integration of new disciplines and profiles within the faculties. There will be explored a possibility to insert internationally accredited courses (Oracle, Cisco, IBM, PMI etc.) into university educational offers, so by end of studies the students might gain internationally recognized certifications.

- Capacity development for professors. To support universities to maintain their role of academic institutions, the leading role in preparation of the future generation of specialists plays – professors. Thus, the project will organize trainings and support visits for professors in gaining digital skills and sharing experience on various subjects if the pandemic situation allows. The evaluation of digital skills will represent a background information in development of training programs for university professors, thus applying them in modernizing educational management systems. At the same time, the professors from the selected universities, who are involved in educational programs submitted for revision or update, will be invited to pay a visit to a university, where the similar programs are implemented for a long time, so they can learn from their colleagues about best practices in preparation of qualified specialists.

For reference other programs implemented under Tekwill and/or ATIC umbrella:

On July 22, 2020 ATIC and Tekwill signed a Memorandum of Understanding with the Ministry of Economy and Infrastructure and Ministry of Education, Research and Culture on development of digital skills, IT and STEM” to align efforts on promoting digital education and skills in every educational institution in Moldova.

Initiative implemented by ATIC with reference to Workforce Development Program:

- a. General education (K12): Tekwill in Every School, Tekwill Academy Kids
- b. Career Orientation
- c. Partnerships for Quality and Relevance in ICT Vocational Education in Moldova
- d. Tekwill Ambassadors Program: UTeach, Scholarships
- e. Lifelong Learning via Tekwill Academy

Suggested relevant documents to the assignment, but not limited to:

- IT Development Strategy approved in September 2018 by the Government of Moldova
- National Development Strategy “Moldova 2030”
- Education Development Strategy “Educatie 2030”
- Moldovan IT Players priming for Worldwide presence, developed by IDC with the support of the Moldova Competitiveness Project, financed by USAID and Government of Sweden
- ICT education in Moldova: connecting to the needs of industry, developed with the support of CEED II project, financed by USAID
- Feasibility Study for the Development of Tekwill-type ICT Excellence Centres in the Regions of Moldova (FIDD)
- Evaluating existing educational initiatives in the area of ICT in MOLDOVA and development of ICT education strategy (EIF)
- Mapping of existing initiatives developed by UNDP (will be provided upon request)
- ATIC/Tekwill yearly reports

Other initiatives/reports could/should be taken into consideration

II. ASSIGNMENT:

Responsible companies/individuals are invited to assist the Tekwill project in assessing the needs of the universities in deploying Tekwill in Every University concepts. Tekwill in Every University Program aims at combining industry, academic and development perspective as follows:

- evaluate existing universities’ infrastructure in relation to the curricula provided from the perspective of hardware and software, utilized by private sector
- evaluate technical and educational supply basis of the universities with IT/tech/engineering faculties, whether equipment is accessible for students to exercise, execute laboratories and

- permit implementation of R&D projects
- identify the university needs, suggest relevant endowment for labs and related capacity building to improve the offer and quality of the studies through Tekwill Digital Labs, training and curricula, and cooperation with multinational companies
- evaluate existing educational offers of the higher education institutions (IT and IT-related), with relevance for current labour market needs of the ICT industry nationally and internationally;
- analyze opportunities of introduction of new programs/curricula in conformity with particularities of regional IT sector and labor market needs
- assess the capacity of the institutions to introduce the programs identified as necessary
- identify best international practices in institutional capacity development applicable for Moldovan Universities;
- evaluate the human resources and their competences in delivering the courses in IT and IT-related field, identify skill gaps;
- identify areas of intervention to improve the universities staff capacities

III. DELIVERABLES:

The following deliverables are expected under this assignment:

	<u>Deliverables</u>	<u>Time frame</u>
<u>1</u>	<u>Inception reports (5-10 pages)</u> Presentation of the methodology. Detailed framework/design, implementation plan and data collection tools	
<u>2</u>	<u>Schedule of interviews</u> with relevant stakeholders <u>Interview rough data</u> including name, profile of the interviewed stakeholder, summary of the conclusion,	
<u>3</u>	<u>Report I shall include:</u> <ul style="list-style-type: none"> ○ analysis of the current state of universities laboratories infrastructure, related curricula and R&D activities opportunities ○ recommendations for relevant tailored laboratories endowment and curricular content for each university with IT faculties/specialties ○ propose laboratories concepts ○ Full report with annexes in English (and Romanian) (.doc, .docx) ○ Short summary of the report* 	
<u>4</u>	<u>Report II shall include:</u> <ul style="list-style-type: none"> ○ an evaluation of correlation of the current educational offer in IT and IT related specialties with the current ICT labour market needs ○ an evaluation of the human resources and their competences in delivering the current courses in IT and IT-related field, identify skill gaps; ○ suggestions of areas of intervention to improve the universities pedagogical staff to deliver IT and IT-related current curricular programs ○ suggestions for introduction of new programs/curricula identified as necessary for each university ○ an assessment of the capacity of each university to introduce the suggested programs/curricula ○ examples of best international practices in institutional capacity development applicable for Moldovan Universities in ICT ○ Full report with annexes in English (and Romanian) (.doc, .docx) ○ Short summary of the report* 	
<u>5</u>	<u>Presentation of the reports</u>	

Within 2
months from
contract
signing

By July 15,
2021

*Alternatively, there might be accepted one summary, that will include 2 separate summarizing chapters related to the above reports: Report I and Report II.

The assignment is expected to commence no later than 7 days after signing the contract.

The proposals of each interested company/individual consultant should include:

- Timeframe and schedule of proposed implemented actions
- CV of key people working on the assignment, that shall have the below qualifications*
 - Prior experience in IT, engineering, education, development, economic backgrounds
 - Good understanding of the IT ecosystem and educational system in the country
 - Relevant international expertise will be considered a plus
 - Fluency in all three Romanian, Russian and English will be considered a plus
 - Prior and relevant expertise/knowledge in investments projects (if physical infrastructure will be chosen as an impact component of the future assignment).
- Technical approach to complete the assignment
- Potential entry points/questionnaires to complete the assignment