

REQUEST FOR PROPOSALS (RFP)

RFP Number: ICTEC-2021-026
Issuance Date: 18.05.2021
Deadline for Offers: 31.05.2021, 18:00, Chisinau time
Description: **Provision of interior design services for Tekwill-type ICT Excellence Center in Comrat, ATU Gagauzia**
For: Moldova ICT Excellence Center Project (ICTEC)
Funded By: United States Agency for International Development (USAID), Contract Nr. AID-117-A-15-00002
Issued by: National Association of ICT Companies (ATIC)
ATIC Point of Contact: livadari@ict.md, Liuba Livadari, Procurement Manager
svoitovschi@ict.md, Sergiu Voitovschi, Program 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
FAR	United States Federal Acquisition Regulation
ICT	Information and Communication Technology
ICTEC	ICT Excellence Center
MOU	Memorandum of Understanding
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 local eligible and responsible firms to provide interior design services for the Tekwill-type ICT Excellence Center in Comrat, ATU Gagauzia as per the description provided in the Annex 1 – Technical Specifications and Annex 2 - Building Plans (floors 1-3).

1.3 Offer Deadline and Protocol:

Offers must be received **no later than 18:00, local Chisinau time, on May 31, 2021.**

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

Electronic Submission Only:

The only acceptable submission method is electronic – via email.

Any email offers must be sent to the following address:

to: livadari@ict.md - Liuba Livadari, Procurement Manager

cc: svoitovschi@ict.md, Sergiu Voitovschi, Program Manager

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.

1.4 Questions and Requests for Clarifications:

Questions regarding the technical or administrative requirements of this RFP may be submitted no later than **18:00, local Chisinau time by May 27, 2021, by email** to llivadari@ict.md and svoitovschi@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 technical specifications found in Annex 1 and building plans in Annex 2. 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 project documentation, 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.

If the offeror chooses one or several particular areas this should be clearly stated in the submission documentation and subject line.

At a minimum, the Technical Volume must contain the following required completed documents:

1. Technical Proposal
 - 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 certificate
 - Company profile with a focus on information regarding similar experience in providing similar design services and experience with development projects
 - 2 reference letters proving the completion of similar services
 - Qualification certificates, awards (if any);
 - Experience with international donor organizations will be considered an advantage
 - Past Performance Information - Portfolio of minimum 3 similar design projects (including office spaces, gyms, conference rooms, cafeteria) and staffing capacity to perform the proposed services, describing in particular the experience in the field, the portfolio of services offered, etc.
 - List of specialists: CVs and qualification of Team Members planned to be assigned (any diplomas/qualification certificates are welcome)
 - Description of proposed services/deliverables with a clear timeline
2. Financial Proposal (FORM F)

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

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 considering 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.

PARTIAL QUOTES: not allowed.

In formulating its proposal, the offeror should be guided by the FORMS A-E (financial proposal – FORM F) and other mandatory documents required by this RFP.

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 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. In evaluating proposals, ATIC will use the evaluation criteria and sub-criteria specified in Annex 1.

This RFP utilizes the tradeoff process based on ATIC procedures. ATIC will award a subcontract to the offeror whose proposal represents the best value to ATIC. 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 scored offer.

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 Specifications

ATIC is looking to subcontract a local company to deliver design services for Tekwill-type ICTEC in Comrat, as specified in Annex 1 (Technical Specifications) and Annex 2 – Building Plans.

2.2 Delivery Requirements

The delivery location for the items described in this RFP: str. Studentilor 9/11, Chisinau, Moldova (ATIC office) and Comrat. 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* are estimated in Annex 1. The Subcontractor shall deliver the deliverables as set forth to the delivery locations – Republic of Moldova.

Penalty: A penalty fee of 0.5% per day will be applied per each day of delay in implementation of the contract is caused by the Company.

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.

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. 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 Annex 1, 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 provided the deliverable(s) and ATIC has accepted it.
- b) The Subcontractor has delivered a proper invoice.

Payment will be made in MDL, 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 Republic of 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

A. BACKGROUND:

About ATIC

THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) is the business Organization uniting over 70 companies. Umbrella Organization gathering over 7000 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.

On August 2, 2019, ATIC has entered into an extension agreement with USAID aiming to develop educational and entrepreneurial programs by expanding them outside Chisinau (called the second phase).

The second phase will focus on the following development objectives:

1. Institutional development and capacity building for the Tekwill (Chisinau) Center and creation of a makers space/fabrication laboratory (FabLab)
2. Continuous support for the Moldova ICT start-up community, integrating relevant ICT educational content and entrepreneurship activities
3. Develop Tekwill regional Centers through deployment of relevant ICT educational content and entrepreneurship activities in the regions (Chisinau, Balti, Cahul, Comrat, and potentially Tiraspol)
4. Capacity development of the potential regional Centers’ governing bodies and management teams.

Following the Objective 3 of the above referenced agreement, the overarching goal of the TEKWILL as a network is to ensure maximum impact on Moldova’s economy though enhancing the country’s entrepreneurial and educational capacity. TEKWILL will use research and development to improve the potential of higher education institutions to be in line with the industry needs in order to increase qualified ICT professionals and ICT skills and nurture successful technology startups based on the modern ecosystem and world-class sales and marketing force. The project will expand the current areas of cooperation and continue to contribute to the growing competitiveness of the ICT industry and other economic sectors on a national level.

Specific background:

In 2019-2020 Tekwill project carried out a feasibility study covering in depth information about the regions, their potential, their interests, their co-financing capacity. The feasibility study had the objective to support Tekwill project three-year program for the development of ICT Excellence Centers in various regions across Moldova. These Centers are expected to extend the success of Tekwill center in Chisinau, launched in 2017, which contributes to the development of labor force and strengthening innovative companies and start-ups in the selected regions.

Prior to commence the investment phase the management of the project carried out a 360-degree analysis to be confident that every specific region has enough people and sufficient quality of their basic education to effectively absorb programs to be offered through regional excellence centers. In addition, Tekwill project team assessed existing and prospecting demand for educated ICT professionals in the regions, seeking for regional partners selected to operate the excellence centers, each operational model being designed to ensure the center's financial sustainability and return on investments done.

Based on the results of the regional assessment feasibility study carried out in 2019-2020, Tekwill sent an open invitation to the Moldovan regional authorities looking to identify their interest in supporting Tekwill's education and business development programs in their regions. In response to the open call the ATU Gagauzia authorities among other applicants expressed interest in supporting Tekwill programs in its region.

As a result, on March 5, 2021 the partnership was publicly recognized through an official signing of a MOU between the Executive Committee of ATU Gagauzia and ATIC/Tekwill on implementation of Tekwill programs and development of Tekwill-type ICT Excellence Center in Comrat. The initiative is part of the Tekwill Expansion Commitment, an important project for development of the Moldovan IT sector, supported by the USAID and Sweden.

The Tekwill-type ICTEC Comrat will be a public-private partnership between ATIC/Tekwill, Academia, Private companies, ATU Gagauzia Executive Committee and Donors, and will open its doors in Autumn 2021.

ATIC/Tekwill will contribute to the Tekwill-type ICTEC Comrat deploying the Tekwill programs aimed at stimulating IT training and entrepreneurship, such as: Tekwill in Every School initiative, Tekwill Academy Kids, Tekwill Academy, Startup Academy, Startup Moldova Digital Upgrade, and with investments in equipping the ICTEC in the field of IT.

The ATU Gagauzia authorities have undertaken to rebuild and renovate the Comrat State University buildings at their own expense.

B. Assignment and Deliverables

The Tekwill-type ICTEC Comrat will occupy up to 1000 -1500 m² out of 7000 m² of total buildings of the future Regional IT Hub. The buildings offered by Comrat State University are located on 152, Tretiacov street, Comrat, ATU Gagauzia.

Based on the above, ATIC/Tekwill is soliciting proposals from eligible and responsible companies that can provide design services on physical space branding and design services for Tekwill-type ICTEC Comrat with spaces of approx. 1000 m².

The design company will have to review the existing building plans (Annex 2) and propose the best spaces for the Tekwill-type ICTEC to be located at. Also, the design company will have to propose 5-6 training rooms and co-working spaces.

Alternatively, ATIC can review the extension of the design services for other related spaces of the future Regional IT Hub, within this RFP.

The design company should take into consideration the following generally planned infrastructure, but not limited to:

- 1 small conference room for up to 100 attendees
- 2 medium meeting rooms of 200 m²
- 4 small meeting rooms of 20-50 m²
- 4-6 training rooms of approximately 30-50 sq. m each
- Co-working environment of 300 m² (30-50 desks)
- 3-5 open space offices up to 50 m² each

- Lounge and open areas for up to 50 sq. m
- Bathrooms

The design company should take into consideration that a visit(s) to the location must be included in the offer to get a more complete picture about the premises.

Assignment:

Providing design services particularly for **Tekwill-type ICTEC Comrat** (located in the Regional IT Hub in Comrat, on approx. 1000 -1500 m²), aiming to cover with Tekwill programs the ATU Gagauzia.

The deliverables will include:

#	Deliverables	Estimated Timeframe (Calendar days)
1.	Review of existing plans and proposal of placement of the above-mentioned spaces taking into consideration current condition of the building, easiness to access (separate access would be considered a plus), possibility to function autonomously and as part of the whole Regional IT Hub	Up to 3 days
2.	-2D Sketch of spaces (zoning and general plan); Drawing border. Relevant plan. Photo fixing the existing situation. -Furniture location plan.	Up to 3-4 days
3.	-3D Design of spaces	Up to 14 days
4.	-Wall plans, finishing and colors, deployment of wall design solutions -Ceiling plan, finishing and colors -Railing drawings and other interior details	Up to 4-5 days
5.	-Plan to include sockets, switches, and low voltage point -Electrical network plan, including ceiling lighting. -Lighting specifications	Up to 3-4 days
6.	-List of furniture items (types & quantities) -Furniture design and specifications	Up to 5 days
7.	-Technical specifications for design materials of the approved design project.	Up to 5 days
8.	-Other suggestions may be included at the company's suggestion (To be accepted at ATIC's discretion)	
Total		Up to 40 days

The approved interior design project (all mentioned deliverables) will be presented both in electronic version and on hardcopy (3 hardcopies).

The proposal will include a clear breakdown per deliverable including any additional services that may be provided and have not been taken into consideration initially, as well as a breakdown per personnel fees and types of costs related to each of the above deliverables.

The design company should take into consideration that the development of the Technical Documentation for the entire Regional IT HUB in Comrat will be conducted by a different entity (tender link [here](#)). Latest after the preliminary design, the service provider must coordinate and ensure the exchange between the design company and the architectural team.

C. Minimum Qualification Criteria for Applicant Companies:

- Minimum 2 years of experience on the market
- Minimum 3 design projects developed for similar spaces *in the last 5 years* (design of facilities including office spaces, sports room, cafeteria, conference rooms)

Evaluation Method

Submitted proposals will be evaluated against the evaluation criteria and sub criteria described below:

Evaluation Criteria	Evaluation Sub-criteria	Maximum points
Technical Evaluation		70 points
1.	Design portfolio (types of project, design functionality, diversity of previous projects),	Max.20 pts
2.	Company's similar experience in providing similar services: <ul style="list-style-type: none"> - <i>minimum 2 years of experience;</i> - <i>at least 3 similar design projects developed in the last 5 years (including business center, educational spaces, office spaces, gym, conference rooms, and other)</i> 	Max. 20 pts <i>2 years of experience – 6 pts;</i> <i>for each additional year – 2 pts (up to 10 pts: 6+2+2+2)</i> <i>3 similar projects – 10 pts;</i> <i>1 similar projects – 5 pts</i>
3.	Timeframe for design development	15 points
4.	Qualified personnel	15 points
Overall cost proposal provided. <i>minimum offer = 30 pts;</i> <i>Evaluated offer pts = (lowest offer x 30pts)/evaluated offer</i>		30 points
Total Points – Technical and Cost Approach		100 points

Priority will be given to the offers representing best value for ATIC and having a balanced technical and financial score. Based on the tradeoff approach, ATIC may select the offer which is not the lowest, if the technical score and other factors demonstrate its best value for money.

D. Award

ATIC will award the contract to the selected company, after a careful evaluation of offers, following the evaluation method described. Only the offers compliant to the requirements described under this RFP will be considered.

E. Contract

The Contract will be signed in MDL, for a fixed amount, based on the results of this RFP.