

Request for Proposals (RFP)

RFP Number: ICTEC-StartupCityCahul-2021-022
Issuance Date: 05.05.2021
Deadline for Offers: 25.05.2021, 15:00 Chisinau time

Description: **Communication support services for Strengthening the institutional communication capacities of universities (2 Lots)**

For: Moldova ICT Excellence Center Project (ICTEC/Tekwill)
Eu4Moldova Startup City Cahul Project

Funded By: United States Agency for International Development (USAID) and Sweden
European Union (EU) through Sweden

Issued by: National Association of ICT Companies (ATIC)

ATIC Point of Contact: llivadari@ict.md, Liuba Livadari Procurement Manager
ioriol@ict.md, Irina Oriol, Deputy Project Coordinator ICTEC

SECTION 1: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

1.1 Acronyms and Definitions

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

1.2 Introduction:

THE MOLDOVAN ASSOCIATION OF ICT COMPANIES ("ATIC") is looking for a Company/ies to provide communication consulting services to support the implementation of the "Strengthening the institutional communication capacities of universities" program aimed to promote the educational offers in IT related areas.

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

1.3 Offer Deadline and Submission Protocol:

Offers must be submitted **not later than 15:00, Chisinau time, on May 25, 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 electronical – 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 ICTEC

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.

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

1.4 Questions and Requests for Clarifications:

Questions regarding the technical or administrative requirements of this RFP may be submitted no later than **15:00, local Chisinau time on May 20, 2021, by email to llivadari@ict.md and 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.

1.5 Technical and Cost Volume

1.5.1 Technical Volume

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

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

Subcontracting arrangements:

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

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

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

1.5.2 Cost Volume

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

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

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

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

Currency of Proposal: Financial offers must be presented in MDL (only) for local companies and USD for international companies. No other currencies accepted.

Format of Financial Proposal: In formulating its financial proposal, the offeror should be guided by the FORM F – Financial Offer (attached word file).

Partial Quotes: Allowed per Lot.

1.6 Validity Period

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

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

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

The cooperating country for this RFP is Moldova.

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

1.8 Eligibility of Offerors

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

1.9 Evaluation and Basis for Award

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

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

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

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

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

1.10 Negotiations

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

1.11 Terms and Conditions of Subcontract

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

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

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

2.1 Specifications

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

2.2 Delivery Requirements

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

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

SECTION 3. DRAFT ORDER TERMS AND CONDITIONS

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

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

2. Delivery Terms

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

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

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

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

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

3. Payment and financial obligations

3.1 Subcontract Price

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

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

3.2 Payment Terms

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

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

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

3.3 Invoice Requirements

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

ATIC
Attention: Accountant Office
National Association of ICT Companies

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

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

3.4 Cooperating Country Fees, Taxes, and Duties

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

As such, this subcontract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in Republic of Moldova. The Subcontractor shall not pay any host country taxes, VAT, tariffs, duties, levies, etc. from which this Donor programs are

exempt. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by ATIC. The Subcontractor shall immediately notify ATIC if any such taxes are assessed against the Subcontractor or its subcontractors/suppliers at any tier.

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

3.5 Set-Off Clause

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

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

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

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

The cooperating country for this subcontract is Moldova.

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

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

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

regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

- c) The Subcontractor shall insert this article, including this paragraph (c), in all subcontracts and subawards issued under this subcontract.

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

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

7. Anti-Kickback

- a) Definitions:

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

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

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

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

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

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

8. Terrorist Financing Prohibition

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

9. Eligibility of Subcontractors

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

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

- it is not included in the EU Sanctions List or are subject to EU Restrictive Measures provided at www.sanctions1ap.eu and all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project are not included in the EU Sanctions List or are subject to EU Restrictive Measures and none part of the Fee is made available to, or for the benefit of, persons, groups and entities designated under the EU Sanctions List or subject to EU Restrictive Measures. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary if it reveals that any recipient of such funds falls under EU Sanctions List / EU Restrictive Measures.
- it does not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion;
- it refrains from corruption and other irregularities and requires all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project to refrain from any such corruption and other irregularities. Corruption and other irregularities refer to all kinds of: (1) corruption, including bribery, nepotism, illegal gratuities or other form of abuse of trust, power and position for improper gain; (2) misappropriation of cash, inventory and all other kinds of assets; (3) financial and non-financial fraudulent statements; (4) all other use of Project/Core Activities funds which is not in accordance with the work plan and Budget approved under SIDA-ATIC Agreement. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary of any indication of corruption and other irregularities and investigate the presence of corruption and other

irregularities and take action, including legal actions, against persons suspected of corruption and other irregularities;

- it takes all necessary precautions to avoid any conflicts of interest in all matters related to fulfilment of this Agreement or implementation of any part of the Project and ensures its employees, consultants, suppliers and contractors are not placed in a situation which could give rise to conflict of interest. A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person fulfilling the Agreement and/or implementing of any part of the Project is compromised. (applicable to the purchases financed with EU/Sweden funds)

10. Compliance with Applicable Laws and Standards

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

11. Indemnity and Subcontractor Waiver of Benefits

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

(1) the acts or omissions of Subcontractor, its employees, officers, directors, agents or its subcontractors;

(2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Subcontractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Subcontract except to the extent that such damage is due to the negligence of ATIC;

(3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from ATIC use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by ATIC, Donor, as authorized hereunder; or false claims submitted by Subcontractor or its subcontractors under this Subcontract or as a result of a Subcontractor misrepresentation of fact or fraud by Subcontractor.

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

C. If any of the goods or services provided by Subcontractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of

infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Subcontractor shall, at its own expense, use its best efforts—

(1) to procure for ATIC the right to continue use and, if authorized under this Subcontract, distribution of the infringing goods or services or,

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

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

12. Intellectual Property Rights

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

13. Modifications

Modifications to the terms and conditions of this subcontract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both Parties as stipulated in Article 16 of this subcontract. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

14. Changes

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

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

15. Assignment and Delegation

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

16. Termination

ATIC reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with ATIC procurement procedures (**FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which**

is incorporated by reference in Article 35 herein - (applicable to the purchases financed with USAID funds)

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

TERMS OF REFERENCE

Communication support services for Strengthening the institutional communication capacities of universities

A. Background information and rationale, project description

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

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

About Tekwill

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

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

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

The specific objectives are:

- Foster partnerships for innovation and entrepreneurship between the private sector, public sector and educational institutions in the region of Cahul.
- Promote technology, problem solving and creative solutions in learning and make STEM topics (Science, Technology, Engineering and Mathematics) more attractive for women and men, girls and boys.
- Facilitate the emergence of start-ups in innovative sectors, build their capacity and investment readiness.

Specific background

Major investments in training and development of the workforce are essential for increasing economic competitiveness, productivity and the ability to make progress, especially in the Moldovan IT industry. This principle is applied by the TEKWILL project, implemented with the support of the USAID and Sweden. In this sense, within the project are developed several educational programs for students, trainings for students, IT professionals, teachers, but also for those who want to change their field of activity, in accordance with market requirements. We want to become an important pillar in preparing the workforce adapted to the current needs of the market, and Moldovan universities play an important role in achieving this goal. Unfortunately, compared to ten years ago, today in the universities of the Republic of Moldova the number of students has fallen by half, and the prospects are even more worrying. In the last two years, the country has lost another 10,000 students, according to World Bank estimates. This reduction is due to three factors: the number of children in general decreases, the number of those who decide to go to a higher education institution decreases and some young people choose to go to study abroad. Due to pandemic, this year an average of 1,700 young people will start studies at one of the universities in the country. For these reasons, the competition among universities to attract potential students will be severe in all faculties. Even more efforts will have to be made by institutions with specialties focused on IT and related fields, a segment that does not seem to be the most attractive for young people in Moldova. To support institutions to attract students, the TEKWILL Project develops a program dedicated to universities with IT specialties and related fields - "Strengthening the institutional communication capacities of universities".

Through it, several actions of assistance and communication support will be undertaken regarding the promotion of the educational offer of the universities. Eight (8) universities are expected to participate in the project. These will be invited via a direct call.

C. Scope of Work

ATIC is looking for a Company to provide communication consulting services to support the implementation of the "Strengthening the institutional communication capacities of universities" program aimed to promote the educational offers in IT related areas.

The program will be implemented in several stages:

1) Audit of Universities' communication activity

A team of communication experts will conduct research on each university's communication activity. The communication audit is the most complex and complete tool for assessing the efficiency of communication, communication content and communication flows, internal and external. Analytical tools will be used to better understand the university's communication and the measures that should be taken in the context of long-term development plans.

2) Meetup sessions – discussions with the team of each university for presenting the audit report.

During a one-hour meeting, the university representatives will be able to discuss with the communication consultant all aspects related to the promotion of the

university offer: problems, competitive advantages, the construction of the admission campaign and the long-term communication plans. The consultant will advise the university on technical details in the process of selecting a communication supplier service (ex. budget, tools, area of activity).

3) Online training for the development of the Communication Plan for promotion IT and related fields specialties during the students' admission period

The following topics will be addressed during the training:

1. Institutional communication and Strategic Communication Plan development
2. Research and definition of communication needs
3. Creating communication messages
4. Establishing communication channels and developing tools
5. Media relations

4. Communication Plan Development and students' admission campaign

Based on the training, the universities will elaborate a Communication Plan for the admission campaign. The subcontracted communication consulting agency will support the university in positioning communication as a crucial tool during the admission period for promoting IT and related specialties (each university will have a different partner) and attracting students. Each institution will request and present 3 offers from different companies on the market. The university will choose a partner with whom they would like to collaborate during the campaign, being guided by cost-quality-efficiency criteria. Tekwill intends to support each university's communication campaign by providing technical financial support— of up to \$ 4,000, covering all the costs envisaged by developed communication plan and campaign.

Following the principle of equality, Tekwill will offer the same amount of money, and ensure assistance in determining what exactly needs to be provided (based on the needs reflected in the audits). None of the Tekwill or consulting team will participate directly in solicitations of offers or anyhow mediate the process. In order to benefit from the support, after training, each university will have to present offers and a communication plan for the students' admission campaign by May 15, 2021.

Timeline and stages

Nr/o	Activity	Time	Responsible Party
1.	Launch of the Call for university to participate in the project	May 2021	ATIC
2.	Conducting the audit of communication for each university (estim. 8 participants)	By June 10, 2021	Company
3.	Online meetups to present the audit (8-16 participants)	By June 15, 2021	Company

4.	<p>Training on general topics:</p> <ul style="list-style-type: none"> • Institutional communication and creation of the Strategic Communication Plan • Research tools to answer to the communication needs • Communication messages • Media relations • Crisis communication • Diversification of communication content <p>Training will be provided by 2 communication experts.</p>	By June 30, 2021	Company
5.	Offering financial assistance for the communication campaign	June 2021	ATIC
6.	Approving communication materials	June-July	Universities
7.	Organizing the communication campaign	June - July	Universities
8.	Presenting the final report on the admission	August	Universities
9.	Management of the project		

D. Deliverables and Schedules/ Expected Outputs

The contracted company is expected provide the following deliverables based on the above described Scope of works and information on the , and timelines to achieve the stated outputs.

#	Deliverables	Estimated time frame
LOT 1	ICTEC Project:	
1.	Communication audit reports on the assessment of the communication activity of seven universities provided (1 report x 7 universities)	By June 10, 2021
2.	Presentations of the communication audit reports: (1-hour meeting x 7 universities)	By June 15, 2021
3.	<p>Online training sessions on communication plan development aimed to promote the IT and related fields specialties during the student admission period (7-14 participants)</p> <p>Training topics:</p> <ol style="list-style-type: none"> 1. Institutional communication and Strategic Communication Plan development 2. Assessment and definition of communication needs 3. Drafting communication messages 4. Establishing communication channels and developing tools 5. Media relations 	By June 30, 2021

4.	Communication Plan for the student admission campaign developed (1 communication plan x 7 universities)	By July 31, 2021
5.	Monitoring of the campaign and Report of all media/PR campaigns provided	by September 30, 2021
	TOTAL LOT 1	
LOT 2	EU4Moldova Startup City Cahul Project:	
1.	Communication audit report on the assessment of the communication activity of Cahul State University “B.P Hasdeu” university provided (1 report x 1 university)	By June 10, 2021
2.	Presentation of the communication audit report: (1-hour meeting x 1 university)	By June 15, 2021
3.	Online training sessions on communication plan development aimed to promote the IT and related fields specialties during the student admission period (1 training x 1 university) Training topics: <ol style="list-style-type: none"> 1. Institutional communication and Strategic Communication Plan development 2. Assessment and definition of communication needs 3. Drafting communication messages 4. Establishing communication channels and developing tools 5. Media relations 	By June 30, 2021
4.	Communication Plan for the student admission campaign developed	By July 31, 2021
5.	Monitoring of the campaign and Report of all media/PR campaigns provided	by September 30, 2021
6.	Post training communication support services for Strengthening the institutional communication capacities of Cahul State University: assistance, mentoring & coaching – requested on demand (10 days)	By July - September 2021
	TOTAL LOT 2	
	TOTAL LOT 1 + LOT 2	

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

E. Expected Duration of the Contract/ Assignment

The assignment is expected to begin in May-June 2021 and the final deliverables should be completed by September 30, 2021.

F. Mandatory Documents to be Submitted

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

1. Technical Offer:

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Offeror’s Summary Sheet (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence Regarding Responsibility Matters (see FORM E)
- Copy of official registration and business license if applicable
- Proof of lack of tax debts
- Company’s / organization’s profile with a focus on information regarding similar experience in communication needs assessment, consulting on the development of communication plans, strategies (training on communication), experience with donor organizations.
- List of similar assignments/contracts/services provided (year, client, types of services, amount - optional)
- Concept and timeline regarding the implementation of the assignment requested in the ToR – Annex 1
- Information about Key staff and Communication Consultants: CVs planned to be assigned, indicating the years of experience in the required area
- 2 relevant reference letters (for provided communications related services) from the last 3 years

2. Cost Offer (FORM F)

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

- Minimum 3 years of similar experience in implementing communications related activities, communication planning and strategy development, training on communication, other related areas.
- Availability of qualified personnel and communication specialists
- 2 relevant reference letters (for provided communications related services) from the last 3 years (desirable)
- Experience with donor organizations would be considered a plus.

Only qualified applicants will be considered for further evaluation.

I. Evaluation Method

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum obtainable points
Technical Evaluation		70 pts
1	Past performance and experience on similar Assignments	15 pts

2	Prior track record of assisting public institutions with communication methods and tools	15 pts
3	Quality of the concept and approach	15 pts
4	Experience of the team	15 pts
5	Prior work with donor driven projects	10 pts
Cost Evaluation	Overall cost proposal provided <i>minimum offer - 30 pts;</i> <i>Evaluated offer pts = (lowest offer x 30 pts)/evaluated offer</i>	30 pts
Total Points – Technical and Cost Approach		100 pts

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

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

J. AWARD

ATIC will award the contract(s) to a company/-ies the proposal(s) of which represent the best value for ATIC.