

# REQUEST FOR PROPOSALS (RFP)

RFP Number: ICTEC-2021-031  
Issuance Date: 08.07.2021  
Deadline for Offers: 26.07.2021, 15:00, Chisinau time  
Description: Design and development of 2 e-learning courses for “Tekwill Academy” both in RO and RU (SCORM format)  
For: Moldova ICT Excellence Center Project (ICTEC/Tekwill)  
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: [llivadari@ict.md](mailto:llivadari@ict.md), Liuba Livadari, Procurement Manager  
[cdamaschin@ict.md](mailto:cdamaschin@ict.md), Corina Damaschin, Tekwill Academy Project Manager

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## **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 MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) is looking for an eligible and competent education content production company to provide the services described in Annex 1 – Terms of Reference to this RFP.

### **1.3 Offer Deadline and Protocol:**

Offers must be received **no later than 15:00, local Chisinau time, on July 26, 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](mailto:llivadari@ict.md) - Liuba Livadari, Procurement Manager

**cc:** [cdamaschin@ict.md](mailto:cdamaschin@ict.md), Corina Damaschin, Tekwill Academy Project 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 July 19, 2021, by email** to [llivadari@ict.md](mailto:llivadari@ict.md) and [cdamaschin@ict.md](mailto:cdamaschin@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
  - Qualification certificates, awards (if any);
  - Experience with international donor organizations will be considered an advantage
  - Past Performance Information:
    - minimum 2 examples of experience in providing similar design and development of e-Learning courses performed by the company
  - 2 reference letters from the last 3 years
  - Staffing capacity: list of specialists, CVs and qualification of Team Members one (Senior Educational Content Methodologist – minimum 5 year-experience and one Senior Instructional Design Specialist minimum 3 years of experience) planned to be assigned to perform the proposed services, describing in particular the experience in the field, the portfolio of services offered, etc.
  - 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 contract.

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 Contract (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 contract 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 contract.

### **1.11 Terms and Conditions of Contract**

This is a Request for Proposals only. Issuance of this RFP does not in any way obligate ATIC or USAID to award a contract, 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 contract document prior to execution by ATIC and the selected awardee. Issuance of a contract 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 contract a local company to deliver design and development of e-learning courses for "Tekwill Academy", as specified in Annex 1 (Technical Specifications).

### **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 contract or order.

### **SECTION 3. DRAFT ORDER TERMS AND CONDITIONS**

*Per Section 1.11 of this RFP, in the event of a contract 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 contract 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 contractor 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 contract, the Contractor 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 Contract Price**

The Contractor shall complete all work (including furnishing all labor, material, commodities, equipment, and services) required under this contract 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 Contractor will be paid the installment amounts 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 Contractor’s completion of the corresponding deliverables and ATIC’ acceptance thereof. The Contractor may submit invoices for deliverables that have been accepted and approved by the authorized ATIC representative. ATIC will pay the Contractor’s invoice within fifteen (15) days after the following conditions have been fulfilled:

- a) The Contractor has provided the deliverable(s) and ATIC has accepted it.
- b) The Contractor has delivered a proper invoice.

Payment will be made in MDL, paid via wire transfer to the account specified in the Contractor’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 contractor makes sufficient revisions to the deliverables such that ATIC may approve the deliverables and thus the invoice.

##### **3.3 Invoice Requirements**

The Contractor 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 Contractor's invoice must include the following information and/or attached documentation. This information will assist ATIC in making timely payments to the contractor:

1. contractor legal name, contract 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 Contractor, 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 contractor 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 contractor and who are directed to work as required under this contract. The contractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which contractor 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 contractor under this contract or any other agreement in the amount of any claim or refunds ATIC may have against the contractor.

## **4. Authorized USAID Geographic Code**

The authorized USAID geographic code for this contract 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 contract is Republic of Moldova.

No commodities or related services may be supplied under this contract 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 contract (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 contractor shall not acquire for its use in the performance of this contract, 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 contractor'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 Contractor shall insert this article, including this paragraph (c), in all Contracts and subawards issued under this contract.

## **6. Compliance with U.S. Export Laws**

Contractor 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 Contract, Contractor 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. Contractor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by ATIC. Contractor 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 Contractor'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 contractor or contractor employees, or vendors in any way related to the performance or subsequent activities of this contract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this contract.
- *Person*, as used in this article, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Contractor employee*, as used in this article, means any officer, partner, employee, or agent of the contractor.

b) The Contractor 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 Contractor to ATIC.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Contractor 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 Contractor 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 contract or order the monies withheld from future payments due the Contractor.

The Contractor agrees to include the substance of this article in any contract it may issue under this contract.

#### **8. Terrorist Financing Prohibition**

The Contractor (including its employees, consultants, and agents) by entering into this Contract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Contractor 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 Contractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all contracts or subawards issued under this contract.

#### **9. Eligibility of contractors**

In accordance with Federal Acquisition Regulation (FAR) Clause 52.209-6, "Protecting the Government's Interest When Contracting 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 contract 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 Contractor and the Contractor's subcontractors and suppliers as well.

#### **10. Compliance with Applicable Laws and Standards**

The Contractor 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 Contractor shall also comply with the applicable USAID regulations governing this Contract, which are incorporated by reference into this contract, and appear in Article 35, Clauses Incorporated by Reference.

#### **11. Indemnity and Contractor Waiver of Benefits**

A. The Contractor 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 Contractor, its employees, officers, directors, agents or its subcontractors;
- (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of contractor, 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 Contract 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 Contractor or its subcontractors under this Contract or as a result of a Contractor misrepresentation of fact or fraud by Contractor.



B. Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Contractor has notice or is given prompt written notice of such claim or suit and, further, that Contractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Contractor 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 contract and to which ATIC is or may reasonably be expected to be a party, unless and until Contractor 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 Contractor 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, Contractor shall, at its own expense, use its best efforts—

(1) to procure for ATIC the right to continue use and, if authorized under this Contract, 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 contractor shall refund to ATIC all monies paid to the Contractor 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 contract will exclusively vest in or remain with ATIC, which shall have all proprietary rights therein, notwithstanding that the Contractor 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 contract, the services, or duties must be returned or delivered to ATIC at the time of the expiration or termination of the contract. The Contractor 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 Contract, 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 contract. 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 contract 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 contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this contract must be asserted within 30 (thirty) days from the date of receipt by the Contractor of the modification or change.

## **15. Assignment and Delegation**

This Contract may not be assigned or delegated, in whole or in part, by the Contractor 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 Contract 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 Contractor fails to make progress so as to endanger performance of this fixed price Contract or is unable to fulfill the terms of this fixed price contract by the completion date, the Contractor shall notify ATIC forthwith and ATIC shall have the right to summary termination of this fixed price contract upon written notice to the Contractor 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 Academy**

Tekwill Academy is an educational initiative that provides technical courses and trainings on a regular basis, on specific topics, taught by trainers and professionals from ICT field of Moldova and of foreign countries. Tekwill Academy was created and operates within the project "Development of the ICT Excellence Center of Moldova", implemented by the Moldovan Association of ICT Companies with the support of the United States Agency for International Development (USAID) and Sweden.

Tekwill Academy courses have been developed to help eliminate the gap between training of specialists in professional and higher education institutions and the need in such specialists of the local IT industry. Tekwill Academy welcomes anyone who wants a change in career and wants to revolutionize the field they work in, with the help of knowledge and skills.

The online courses will focus on providing a fundamental understanding of each of the professional directions taught at Tekwill Academy. The online courses will be delivered via an LMS platform allowing remote learning.

### **B. Scope of Works and Deliverables**

ATIC/Tekwill is searching for offerors that will prepare the courseware design and development of e-learning contents.

The assignment is to elaborate a series of courses adapted to remote learning for adults in the frame of the Lifelong Learning Program in the ICT field – Tekwill Academy. The intended courses will be elaborated in a manner that allows easy adaptation to different languages and integration to an LMS.

1. Define the course structure plan. Formulate the set of learning objectives required to achieve the general, high-level course goal. Also, prepare the course syllabus, by providing the titles, description and learning objectives for each unit and lesson of the course.
2. Content development. The offeror will have to develop the below list of content materials for each course. They have to be presented in a Word and/or PDF file.
  - a) Write the course glossary;
  - b) Develop/write the lessons’ supportive course text;
  - c) Develop the evaluation tests for each lesson/module;
  - d) Define the course badge(s);

e) Describe the criteria for earning the course badge(s);

3. Develop the storyboards. The offeror will elaborate the storyboards and scripts for each lesson of the course, for which applied.

4. Design and production of SCORM lessons. The offeror will rework the developed contents for the courses. SCORM lessons will be created using the developed content for each course, guided by the approved course structure and learning objectives of each course.

The end objective is to have fully designed and operational courses in SCORM format.

**Specific deliverables:**

#	Deliverables	Timeframe (tentative, from the contract signing date)
<b>I. Course #1: Development of the Project and team management course (in Russian)</b>		
1	Develop the course structure plan	15 days
2	Submit the course plan for ATIC feedback and approval and integrate all received feedback and change requests	15 days
3	Develop the contents for the course	45 days
4	Submit the contents for ATIC feedback and approval and integrate all received feedback and change requests	45 days
5	Develop the storyboards	65 days
6	Submit the storyboards for ATIC feedback and approval and integrate all received feedback and change requests	65 days
7	Design and produce the first lesson	80 days
8	Submit the lessons for ATIC feedback and approval and integrate all received feedback and change requests.	80 days
9	Design and produce the entire course lessons	110 days
10	Submit the lessons for ATIC feedback and approval and integrate all received feedback and change requests	110 days
11	Other as required by the assignment. TBC based on need	-

#	Deliverables	Timeframe (tentative, from the contract signing date)
<b>II. Course #2: Development of the Information and online security course (in Russian)</b>		
1	Develop the course structure plan	15 days
2	Submit the course plan for ATIC feedback and approval and integrate all received feedback and change requests	15 days
3	Develop the contents for the course	45 days
4	Submit the contents for ATIC feedback and approval and integrate all received feedback and change requests	45 days
5	Develop the storyboards	65 days
6	Submit the storyboards for ATIC feedback and approval and integrate all received feedback and change requests	65 days
7	Design and produce the first lesson	80 days
8	Submit the lessons for ATIC feedback and approval and integrate all received feedback and change requests.	80 days
9	Design and produce the entire course lessons	110 days
10	Submit the lessons for ATIC feedback and approval and integrate all received feedback and change requests	110 days
11	Other as required by the assignment. TBC based on need	-
#	Deliverables	Timeframe (tentative, from the contract signing date)
<b>III. Course #1: Adaptation of the Project and team management course (in Romanian language)</b>		
1	Integrate translated content in the SCORM materials	115 days
2	Submit the first lesson for ATIC feedback and approval and integrate all received feedback and change requests	115 days
3	Integrate the rest of the translated content in the SCORM materials	145 days

4	Submit the contents for ATIC feedback and approval and integrate all received feedback and change requests	145 days
5	Other as required by the assignment. TBC based on need	-
<b>#</b>	<b>Deliverables</b>	<b>Timeframe (tentative, from the contract signing date)</b>
<b>IV. Course #2: Adaptation of the Information and online security course (in Romanian language)</b>		
1	Integrate translated content in the SCORM materials	115 days
2	Submit the first lesson for ATIC feedback and approval and integrate all received feedback and change requests	115 days
3	Integrate the rest of the translated content in the SCORM materials	145 days
4	Submit the contents for ATIC feedback and approval and integrate all received feedback and change requests	145 days
5	Other as required by the assignment. TBC based on need	-

\*Translation of the original text from Russian to Romanian for course adaptation will be provided by ATIC.

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.

#### **D. Expected Duration of the Assignment**

The assignment is expected to begin in July 2021 and the final deliverable should be completed by October 30, 2021.

#### **D. Duty Station**

Contractor's assigned staff may work remotely and provide the required deliverables in electronic form.

#### **F. Minimum Qualification Criteria for Applicant Companies:**

- Proof of similar experience (local or international) in providing similar services (development of online learning programs and materials),
- Availability of qualified Staff (one Senior Educational Content Methodologist – minimum 5 year-experience and one *Senior Instructional Design Specialist* minimum 3 years of experience)

#### **Evaluation Method**

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum points
<b>Technical Evaluation</b>		<b>60 pts</b>
1.	Relevance of the proposed services	15 pts relevant and specific description– 15 pts brief relevant description – 10 pts General description – 5 pts
2.	Company's similar experience (local) in providing similar services (e-learning contents development): - <i>Years of experience</i>  - <i>Similar contracts</i>	20 pts  <i>5 years of experience – 10 pts; less than 5 years – 5pts 2 similar contracts – 10 pts; 1 contract – 5 pts</i>
3.	Experience with donor organizations,	Up to 5 pts; Availability of experience - 5 pts; no experience – 0 pts
4.	Qualified personnel with experience in relevant legal advisory:	20 pts
	4.1. <i>Senior Educational content methodologist</i>	<i>Up to 12 pts; 5 years of experience – 8 pts; 2 pts - for each additional year</i>
	4.2. <i>Senior Instructional Design Specialist</i>	<i>Up to 8 pts; 3 years of experience – 4 pts; 2 pts for each additional year.</i>
	<b>Overall cost proposal provided.</b> <i>minimum offer - 40 pts;</i> <i><u>Evaluated offer pts = (lowest offer x 40pts)/evaluated offer</u></i>	<b>40 points</b>
<b>Total Points – Technical and Cost Approach</b>		<b>100 points</b>

Minimum pass score – 70% of the technical score (42 pts). Offers that will not reach the minimum pass score will not be considered for the financial evaluation (financial offers will not be opened).

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, but its technical score and other factors demonstrate its best value for money.

#### G. 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 TOR and RfP will be considered.

#### H. Contract

The Contract will be signed in MDL with local vendors or in USD with international vendors, for a fixed amount, based on the results of this RFP.