Request for Proposals (RFP)

RFP Number: ICTEC-StartupCityCahul-T4M/S4T-2021-043

Issuance Date: 18.10.2021

Deadline for Offers: 01.11.2021, 15:00 Chisinau time

Description: Provision of Communication and visibility support services for ATIC

and its Projects (5 LOTs)

For: LOT 1: Moldova ICT Excellence Center Project (ICTEC/Tekwill)

LOT 2: Startup Moldova Foundation

LOT 3: Eu4Moldova: Startup City Cahul Project

LOT 4: Digital Talents for Moldova – Slovakia for Talents: Labor mobility programme of ICT graduates between Slovakia and Moldova Project

LOT 5: ATIC (general need)

Funded By: United States Agency for International Development (USAID) and

Sweden

European Union (EU) through Sweden

ICMPD - The International Centre for Migration and Policy Development

Issued by: National Association of ICT Companies (ATIC)

ATIC Point of Contact: achirita@ict.md, Ana Chirita, Strategic Projects Director

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, ICMPD

EU European Union

FAR United States Federal Acquisition Regulation

ICMPD International Centre for Migration and Policy Development

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 one or several local Companies to provide communications and outreach support services in line with ATIC and its Donor's visibility requirements, in order to promote and ensure the visibility of ATIC and its projects' activities and results. The required services are split into 5 LOTs:

- LOT 1: Communication and Outreach for ICTEC/Tekwill Project
- LOT 2: Communication and Outreach for Startup Moldova Foundation
- LOT 3: Communication and Outreach for Eu4Moldova: Startup City Cahul Project
- **LOT 4:** Communication and Outreach for Digital Talents for Moldova Slovakia for Talents: Labor mobility programme of ICT graduates between Slovakia and Moldova Project
- LOT 5: Communication and Outreach for ATIC general needs.

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 November 1, 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: achirita@ict.md, Ana Chirita, Strategic Projects Director cc: livadari@ict.md, Liuba Livadari, Procurement Consultant

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 **October 27**, **2021**, **by email to** achirita@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 <u>Technical and Cost Volume</u>

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 <u>Technical Volume must contain the following required completed</u> 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 pricerelated 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 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 taking into account all details.

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

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

Currency of Proposal: Financial offers must be presented in MDL only. No other currencies accepted.

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

Partial Quotes: Allowed, per LOT.

1.6 Validity Period

Offers must remain valid for at least 120 calendar days after the offer deadline.

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

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

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 <u>evaluation criteria and sub-criteria set out in Annex 1- terms of reference to this RFP.</u>

This RFP applies the tradeoff process based on ATIC procedures. ATIC will award a contract 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 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 the Donor to award a contract, 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 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

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

2.2 <u>Delivery Requirements</u>

The delivery location for the items described in this RFP is 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 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 to be guided by the expected timeframes mention in the ToR Annex 1. The Contractor shall deliver the deliverables as set forth to the delivery locations.
- 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.
- C. Customs clearance. The Contractor 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 Contractor 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 contract shall take place on US-flag vessels/carriers. Any international air transportation shall be in accordance with FAR 52.247-63 ("Preference for U.S.-Flag Air Carriers") and FAR 47.403 ("Guidelines for Implementation of the Fly America Act"). (applicable to the RFP LOTs financed with USAID funds)

3. Payment and financial obligations

3.1 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 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 Contractor 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 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) working days after the following conditions have been fulfilled:

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

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: corresponding Project Manager 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. Name of the corresponding ATIC project for which the services are being provided
- 4. Bank account information to which payment shall be sent.

3.4 Cooperating Country Fees, Taxes, and Duties

This contract 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 contract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in Republic of Moldova. The Contractor 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 Contractor, they will not be reimbursed to the Contractor by ATIC. The Contractor shall immediately notify ATIC if any such taxes are assessed against the Contractor 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 (applicable to the RFP LOTs financed with USAID funds)

5.

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 contract 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 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) (applicable to the RFP LOTs financed with USAID funds)

- a) Except as authorized by the Department of Treasury's Office of Foreign Assets Control (OFAC), the 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 subcontracts and subawards issued under this contract.

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

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 contract, 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 (applicable to the RFP LOTs financed with USAID funds) 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 subcontracts or subawards issued under this contract. (applicable to the RFP LOTs financed with USAID funds)

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 contractor or supplier (or a contractors' 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 contractors and suppliers as well. (applicable to the RFP LOTs financed with USAID funds)

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

- it is not included in the EU Sanctions List or are subject to EU Restrictive Measures provided at www.sanctionsn1ap.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;
- it takes all necessary precautions to avoid any conflicts of interest in all matters related to fulfilment of this Agreement or implementation of any part of the Project and ensures its employees, consultants, suppliers and contractors are not placed in a situation which

could give rise to conflict of interest. A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person fulfilling the Agreement and/or implementing of any part of the Project is compromised. (applicable to the RFP LOTs financed with EU/Sweden funds)

10. Compliance with Applicable Laws and Standards

The 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. applicable to the RFP LOTs financed with USAID funds)

11. Indemnity and Contractor Waiver of Benefits

- A. The Contractor 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 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, Donor, 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) (applicable to the RFP LOTs financed with USAID funds) and according to ATIC Procurement procedures, ATIC may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this 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 contract, an equitable adjustment shall be made in the contract 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. <u>Termination</u>

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 ATIC procurement procedures (FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference in Article 35 herein - (applicable to the RFP LOTs financed with USAID funds)

In the event that the 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). (applicable to the RFP LOTs financed with USAID funds)

TERMS OF REFERENCE

PROVISION OF COMMUNICATION AND VISIBILITY SUPPORT SERVICES FOR ATIC AND ITS PROJECTS (5 LOTS)

The Moldovan Association of ICT Companies ("ATIC") is looking for one or several local Companies to provide communications and outreach support services in line with ATIC and its Donor's visibility requirements, in order to promote and ensure the visibility of ATIC and its projects' activities and results. The required services are split into 5 LOTs:

- LOT 1: Communication and Outreach for ICTEC/Tekwill Project
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- **LOT 5:** Communication and Outreach for ATIC general needs/events.

Scope of Work

The selected Company (-ies) will provide proactive support to the relevant project teams and to the project beneficiaries in order to ensure a sound visibility of the Project's implementation and the results achieved.

Under the direct supervision of the relevant Project Managers, the Contractor(s) will be responsible for the communication and visibility of the ATIC activities over a period of 12 months, and will:

- Provide support to the relevant Project Manager in the development and implementation of the Project's monthly Communication Plans
- Develop, revise and adjust (if necessary) the Communication Action Plans, envisaged in it series of concrete activities, information, promotional materials including TV spots/video, photo essays, etc. for reaching different target groups;
- Coordinate and provide support in the implementation of the awareness campaign, high level visibility events, press visits for journalists, as well as the Opening Events of new facilities.
- Develop awareness products, digital communications products (gifs, quote cards etc.) and together with the project team be responsible for updating and placing the new information on the websites:
- Write stories, press releases, blog posts and news about the projects' most important activities, achievements focusing on the tangible results of the project and their impact on people's lives to be published in the national media in English, Romanian and Russian and social media;
- Ensure and maintain cooperation and information sharing with the ATIC projects, as well as with the Public Relations Units of Beneficiaries, stackeholders, development partners and other relevant stakeholders;
- Ensure and maintain cooperation and communication with national and regional massmedia and other relevant organizations;
- Collect information and data and prepare photographic materials from the field visits and use them in the preparation of the news digest on the implementation of ATIC general and/or project activities;
- Prepare visual presentation materials for the Project Board meetings:
- Participate in communication meetings related to the activities:
- Ensure the visibility of the project donors as per their visibility guidelines;
- Elaborate and submit regular reports at the agreed periodicity and reporting format;
- Provide support on other related communications issues.

Expected Deliverables and Schedules/ Expected Outputs

The main categories of deliverables refer to:

- the development of the strategic vision and communication plan, identification of communication tools and means:
- monthly communication and outreach activities;
- communication campaigns for separate events or activities.

The selected Company(-ies) shall take into consideration the recognition of the main stakeholders (namely USAID, EU and Sweden, Slovak Project DOnor in this process), as well as approach targeted communication of the main partners/counterparts/ emphasizing the project outcomes and outreach. ATIC or the relevant project team will provide the selected company with the Branding/Communication internal documentation to be integrated into the strategic communication plan.

#	Deliverables	Estimated period	Q-ty
1	LOT 1: Communication and Outreach for ICTEC/Tekwill P (Tekwill in Every School, Tekwill Academy, Tekwill in Every U Moldova, Tekwill Regional Development)		tup
1.1	 Strategic Vision, Support and Assistance for Monthly Communication Plan 1. Defined communication tools and channels 2. Developed calendar of activities and its integration in the communication plan Presentation of the methodology. Detailed framework/design, implementation plan and data collection tools Strategic Communication plan and methodology to reach the plan Presentation to the team members Other that may be required. 3. Development of a 3-year communication plan for the Tekwill network (regional Centers from Balti and Comrat) 	TBD	
1.2	 Monthly Communication Assistance provided: Continuous update and implementation of the Communication and PR plan in order to achieve the set communication targets (PR activity, local media coverage to include interviews and appearances, concepts for press events, etc.) Development of the communication materials (press releases, announcements, articles, press invitations and any other required PR materials – an average of 10 communication products per months); Development and publication in the local mass media of success stories to reflect and document the progresses reached within the project; Press event organization, including media relations before, during and after the press events; Media monitoring and reporting; 	monthly	7

	 Planning and providing support for the participation of Project representatives in interviews, TV and radio shows etc (preparing the information for the press and the possible questions, preparing the messages for the speakers etc.); Executing targeted public relations campaigns to generate feature articles, event listings, and related publicity for Project activities; Support for developing special tools to reinforce the relation with the partners; Final report on the implemented communication activities (5-7 pages) in Ro and En; *The company will be given access to the social media 			
	accounts to post communication materials upon necessity.			
1.3	EVENTS:		3	
	1.3.1. Tekwill 5th Anniversary	March 15, 2021		
	1.3.2. Opening of two Tekwill regional Centers (Balti & Comrat)	TBD		
	1.3.3. Tekwill project closure campaign	May-June 2022		
	Communication concept/plan drafted and communication campaign implemented (before, during and post event) 1. Event Communication Plan developed (incl. instruments & channels) 2. Media and social media relations -Development of communication materials as follows: article describing the event, about the most important results dedicated to the event, article for lobby and advocacy, workforce development, robotics program, women in IT -Negotiating with the media - media monitoring - Text posts for social media web pages 3. Support for video production (Collaboration with the service provider to identify the protagonists, Logistics organization of filming; Assistance for synchronous selection and interviews of the protagonists; 4. Event organization support			
1.4	STUDENT ADMISSION CAMPAIGN:	June-		\dashv
1.4	Communication Support provided to 7 (seven) Universities for the 2022 student admission campaign to strengthen their institutional communication capacities in promoting the educational offers in IT related areas.	September 2022		

1.4.1. Online training on communication plan development /update for the student admission campaign		1
Training topics: 1. Institutional communication and Strategic Communication Plan development/update 2. Creation of communication messages 3. Identification of communication channels and developing tools: social media 4. PR & Media relations		
1.4.2. Mentorship and consultancy for consolidation of universities' capacities provided		7
A team of communication experts keeping close cooperation with each university in the process of development/update implementation of the communication plan; assisting universities in carrying out research, analysis of data from social media and other channels used for promotion, information about activities.		
Developed schedule of consultancy meetings for improvement of content or activities, planned by universities; Support to universities in formulating strategic messages, guidance on how to collaborate with PR companies contracted for various communication campaigns.		
1.4.3. Monitoring of the campaign and Report of all media/PR campaigns provided (1 report x 7 universities)		7
showing the achievements of each of university, included in the program.		
2 LOT 2: Communication and Outreach for Startup Moldova	Foundation	,
2.1 Development of the Institutional Strategic Communication Plan 1. Defined objectives of communication with Foundation's stakeholders;	TBD	1
2.Defined communication tools and channels		
3. Developed calendar of activities and its integration in the communication plan.		
 Presentation of the methodology. Detailed framework/design, implementation plan and data collection tools Strategic Communication plan and methodology to reach the plan Presentation to the team members 		

	Other that may be required.		
2.2	Monthly Communication Assistance provided:	monthly	7
	 Continuous update and implementation of the Communication and PR plan in order to achieve the set communication targets (PR activity, local media coverage to include interviews and appearances, concepts for press events, etc.) Development of the communication materials (press releases, announcements, articles, press invitations and any other required PR materials; Estimates about 15-20 communication posts, on various platforms, out of which up to 5 press releases); Development and publication in the local mass media of success stories to reflect and document the progresses reached within the project; Press event organization, including media relations before, during and after the press events; Media monitoring and reporting; Planning and providing support for the participation of Project representatives in interviews, TV and radio shows etc. (preparing the information for the press and the possible questions, preparing the messages for the speakers etc.); Executing targeted public relations campaigns to generate feature articles, event listings, and related publicity for Project activities; Support for developing special tools to reinforce the relation with the partners; Final report on the implemented communication activities (5-7 pages) in Ro and En *The company will be given access to the social media accounts to post communication materials upon necessity. 		
2.3.	EVENT: Two Conferences	TBD	2
	Event Communication plan drafted and communication campaign implemented (before, during and post event)		
	Event Communication Plan developed (incl. instruments & channels)		
	Media and social media relations -Development of communication materials as follows: article describing the event, about the most important results dedicated to the event, article for lobby and advocacy, workforce development, robotics program, women in IT -Negotiating with the media - Media monitoring &reporting		

	T	1	
	-Text posts for social media web pages		
	3. Support for video production (Collaboration with the service provider to identify the protagonists, Logistics organization of filming.		
	Assistance for synchronous selection and interviews of the		
	protagonists;		
	protagoriists,		
	4. Event organization support		
3	LOT 3: Communication and Outreach for Eu4Moldova: St	artup City Ca	hul Project
3.1	Strategic Vision, Support and Assistance for Monthly	TBD	1
	Communication Plan		
	Defined communication tools and channels		
	2. Developed calendar of activities and its integration in the		
	communication plan		
	·		
	Presentation of the methodology. Detailed		
	framework/design, implementation plan and data		
	collection tools		
	Strategic Communication plan and methodology to		
	reach the plan		
	Presentation to the team members		
	Other that may be required.		
3.2	Monthly Communication Assistance provided:	monthly	12
	Continuous update and implementation of the		
	Communication and PR plan in order to achieve the set		
	communication targets (PR activity, local media		
	coverage to include interviews and appearances,		
	concepts for press events, etc.)		
	Development of the communication materials (press		
	releases, announcements, articles, press invitations and		
	any other required PR materials; estimated 7-10 posts		
	on various platforms);		
	Development and publication in the local mass media of		
	success stories to reflect and document the progresses		
	reached within the project;		
	Press event organization, including media relations		
	before, during and after the press events;		
	Media monitoring and reporting; Planting and providing appropriate for the providing of the providing and the providing and the providing of the providing and the provi		
	Planning and providing support for the participation of Provided the providing support for the participation of the participation of the providing support for the participation of the part		
	Project representatives in interviews, TV and radio		
	shows etc (preparing the information for the press and		
	the possible questions, preparing the messages for the		
	speakers etc.);		

	 Executing targeted public relations campaigns to generate feature articles, event listings, and related publicity for Project activities; Support for developing special tools to reinforce the relation with the partners; Prepare newsletter requested by the donors; Social media communication activities: Generate ideas of communication content (except campaigns around special events/campaigns and paid advertising) Guidance for creating content on the social media; Support in administrating the interactions with the page (comments, answers etc.). Final report on the implemented communication activities (5-7 pages) in Ro and En; *The company will be given access to the social media accounts to post communication materials upon necessity. 		
3.3	EVENT:		
	3.3.1 Europe Day	May 2022	1
	3.3.2. Opening of the Startup City Cahul Center	TBD	1
	3.3.4. Other events/conferences	TBD	Up to 4
	Event Communication plan drafted and communication campaign implemented (before, during and post event)		
	Event Communication Plan developed (incl. instruments & channels)		
	2. Media and social media relations -Development of communication materials as follows: article describing the event, about the most important results dedicated to the event, article for lobby and advocacy, workforce development, robotics program, women in IT -Negotiating with the media - Media monitoring &reporting -Text posts for social media web pages		
	3. Support for video production (Collaboration with the service provider to identify the protagonists, Logistics organization of filming. Assistance for synchronous selection and interviews of the protagonists;		
	4. Event organization support		

2.4	STUDENT ADMISSION CAMPAIGN:	luno	1	
3.4	STUDENT ADMISSION CAMPAIGN:	June-		
	Communication Support provided to the Cahul State	September		
	University "B.P. Hasdeu" for the 2022 students	2022		
	admission campaign to strengthen their institutional			
	communication capacities in promoting the educational			
	offers in IT related areas.			
	offers in 11 ferated areas.			
	3.4.1. Online training on communication plan		1	
	development /update for the student admission			
	campaign			
	Training topics:			
	Institutional communication and Strategic			
	Communication Plan development/update			
	2. Creation of communication messages			
	3. Identification of communication channels and			
	developing tools: social media			
	4. PR & Media relations		1	
	3.4.2. Mentorship and consultancy for consolidation of		1	
	universities' capacities provided			
	A team of communication experts keeping close			
	cooperation with each university in the process of			
	development/update implementation of the			
	communication plan; assisting universities in carrying			
	out research, analysis of data from social media and			
	other channels used for promotion, information about			
	activities.			
	Developed schedule of consultancy meetings for			
	improvement of content or activities, planned by			
	universities; Support to universities in formulating			
	strategic messages, guidance on how to collaborate			
	with PR companies contracted for various			
	communication campaigns.			
	3.4.3. Monitoring of the campaign and Report of all		1	
	media/PR campaigns provided (1 report x 1 university)			
	showing the achievements of each of university, included in			
	the program.			
	and program.			
4	LOT 4: Communication and Outreach for Digital Talents f			
	for Talents: Labour mobility programme of ICT graduates Moldova Project	s between Slo	vakia and	
4.1	Strategic Vision, Support and Assistance for Monthly			
	Communication Plan			
	Defined communication tools and channels (oriented to			
	target youth)			

- 2. Developed calendar of activities and its integration in the communication plan
- 3. Communication Plan developed, including information on required/recommended:
 - Media partnerships
 - Google adwords
 - Social media services
 - Social media content
 - Copywriting & media relations
 - Video production
- Presentation of the methodology. Detailed framework/design, implementation plan and data collection tools
- Strategic Communication plan and methodology to reach the plan
- Presentation to the team members
- Other that may be required.

4.2 Monthly Communication Assistance provided:

- Continuous update and implementation of the Communication and PR plan in order to achieve the set communication targets (PR activity, local media coverage to include interviews and appearances, concepts for press events, etc.)
- Development of the communication materials (press releases, announcements, articles, press invitations and any other required PR materials); estimated average number of communication posts 2-3;
- Development and publication in the local mass media of success stories to reflect and document the progresses reached within the project;
- Press event organization, including media relations before, during and after the press events;
- Media monitoring and reporting;
- Planning and providing support for the participation of Project representatives in interviews, TV and radio shows etc. (preparing the information for the press and the possible questions, preparing the messages for the speakers etc.);
- Executing targeted public relations campaigns to generate feature articles, event listings, and related publicity for Project activities;
- Support for developing special tools to reinforce the relation with the partners;
- Final report on the implemented communication activities (5-7 pages) in Ro and En;
- *The company will be given access to the social media accounts to post communication materials upon necessity.

5	LOT 5: Communication and Outreach for ATIC general ne	eds/events.1
5.1	EVENT: ATIC 16 th Anniversary Event Communication plan drafted and communication campaign implemented (before, during and post event) 1. Event Communication Plan developed (incl. instruments)	July 26, 2022
	 & channels) 2. Media and social media relations Development of communication materials as follows: article describing the event, about the most important results dedicated to the event, article for lobby and advocacy, workforce development, robotics program, women in IT Negotiating with the media Media monitoring &reporting Text posts for social media web pages 3. Support for video production (Collaboration with the service provider to identify the protagonists, Logistics organization of filming. Assistance for synchronous selection and interviews of the protagonists; 4. Event organization support 	
5.2	EVENT: Moldova ICT Summit 2022 Event Communication plan drafted and communication campaign implemented (before, during and post event) 1. Event Communication Plan developed (incl. instruments & channels) 2. Media and social media relations -Development of communication materials as follows: article describing the event, about the most important esults dedicated to the event, article for lobby and	September 23, 2022
	advocacy, workforce development, robotics program, women in IT -Negotiating with the media - Media monitoring &reporting -Text posts for social media web pages 3. Support for video production (Collaboration with the service provider to identify the protagonists, Logistics organization of filming.	

 $^{^{\}mbox{\scriptsize 1}}$ To be financed proportionally from project budgets too.

Assistance for synchronous selection and interviews of the protagonists;		
4. Event organization support		

Mandatory Documents To Be Submitted

Responsible companies are invited to submit their offers for the delivery of the assignment. The applicants should submit the following mandatory documents:

1. Technical Offer:

General documents:

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Certificate of Independent Price Determination (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence of Responsibility Statement (see FORM E)
- Copy of official registration and business license if applicable
- Company's / organization's profile
- 3 Reference letters from top clients, from the last 3 years

Specific documents:

- List of biggest clients and the communication & outreach services provided for them provision communication and outreach services
- Information on experience with Donor organizations and/or Donor driven projects.
- Technical approach to complete the assignment requested in the ToR Annex
- Proposed schedule of activities with timeline;
- List of proposed key staff and their CVs: Project Manager, Communication & outreach specialist (separate specialist per assignment), text editor.
- Other relevant information that proves company's qualification for the assignment.

2. Cost Offer (FORM F).

H. Minimum Qualification Criteria for applicant companies:

- Minimum 3 year-experience in communication and outreach
- Availability of qualified personnel:
 - Project Manager (min. 3 year-experience in similar position; Fluent in Romanian and Russian; English would be considered an asset);
 - Communication & outreach specialist separate per assignment/lot (min. 5 year-experience in PR and communication; Fluent in Romanian and Russian; English would be considered an asset; Experience with donor organization or donor driven projects is preferable);
 - Text Editor (min. 3 year-experience in text editing; Fluent in Romanian and Russian, English would be considered an asset).
- Experience with donor organizations and/or Donor driven projects would be an advantage;
- IT market knowledge, a good understanding of the IT ecosystem and educational IT initiatives in the country would be considered a plus.

Only qualified companies will be considered for further evaluation.

EVALUATION METHOD

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

Evaluation Criteria	Evaluation Sub-criteria (per LOT)	Maximum obtainable points
Technical Ev	valuation	80 pts
1.	Technical approach to complete the assignment requested in the ToR	Up to 10 pts
	1.1. Relevance and detailing of the approach	Up to 10 pts Relevant and detailed – 10 pts; Partially relevat – 5 pts; Irelevant – 0 pts
2.	Proposed schedule of activities with timeline	Up to 10 pts Detailed schedule, clear and appropriate timeline – 10 pts Brief, general schedule and timeline – 5 pts
3.	Company's experience	Up to 20 pts
	3.1. Minimum 3 years of similar experience in providing communication and outreach services	Up to 10 pts; 3 years of experience - 5 pts; for each additional year - 1 pt, up to 5 additional points
	3.2. Experience with Donor organizations and or Donor driven projects,	Up to 5 pts; Availability of experience - 5 pts; no experience – 0 pts
	3.3. IT market knowledge, a good understanding of the IT ecosystem and educational IT initiatives in the country (to be evaluated from company's previous experience: profile, list of clients & assignments).	Up to 5 pts; Availability of experience - 5 pts; no experience – 0 pts
4.	Key staff qualification:	Up to 40 pts
	4.1. Project Manager	Up to 14 pts
	Experience in similar position;	Up to 8 pts 3 year-experience – 5 pts, for each additional year - 1 pt, up to 3 additional points
	Knowledge of languages: -Romanian -Russian; -English	<u>Up to 6 pts</u> Yes- 2 pts, No – 0 pts Yes- 2 pts, No – 0 pts Yes- 2 pts, No – 0 pts
	4.2. Communication & outreach specialist (separate per assignment/lot)	<u>Up to 22 pts</u>
	Experience in PR & communication;	Up to 11 pts
		5 years – 8 pts; for each additional year - 1 pt, up to 3 additional points
	Knowledge of languages: -Romanian -Russian;	Up to 6 pts Yes- 2 pts, No – 0 pts Yes- 2 pts, No – 0 pts
	-English	Yes- 2 pts, No – 0 pts
		Yes- 2 pts, No – 0 pts 5 pts Available – 5 pts; not available – 0 pts;

	Experience in text editing	Up to 8 pts 3 year-experience – 5 pts, for each additional year - 1 pt, up to 3 additional points
	Knowledge of languages: -Romanian -Russian; -English	<u>Up to 6 pts</u> Yes- 2 pts, No – 0 pts Yes- 2 pts, No – 0 pts Yes- 2 pts, No – 0 pts
Cost Evaluation	Overall cost proposal provided minimum offer - 30 pts; Evaluated offer pts = (lowest offer x 30 pts)/evaluated offer	30 pts
Total Points	- Technical and Cost Approach 1	10 pts

Minimum pass score – 70% of the technical score (56 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). ATIC will award each lot to the Company/-ies accumulating the highest total cumulative score (technical+financial).

Award: ATIC will award the contract or contracts (per lot), to one or various local companies whose proposal represents the best value to ATIC.

Expected start date: The assignments are expected to commence not later than 10 days after signing the contract.

Duration of Assignments: The communication support services will be contracted for 1 year period.

Financial Offers: Financial offers should be provided in MDL, as lump sum fees, excluding placement of paid articles. Format of financial offer - FORM F.