

Request for Proposals (RFP)

RFP Number: ICTEC-2019-001
Issuance Date: 07.02.2019
Deadline for Offers: 21.02.2019
Description: Consultancy Services
For: Moldova ICT Excellence Center Project
Funded By: United States Agency for International Development (USAID) and
Government of Sweden, Contract No. AID-117-A-15-00002
Issued By: National Association of ICT Companies (ATIC)
Point of Contact: executive@ict.md, contact person Ana Chirita

SECTION 1: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

1.1 Acronyms and Definitions

ATIC	National Association of Private ICT Companies
ADS	USAID Automated Directives System
CFR	United States Code of Federal Regulations
Cooperating Country	Moldova
FAR	United States Federal Acquisition Regulation
RFP	Request for Proposals
US	United States
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax

1.2 Introduction

The National Association of ICT Companies (ATIC) is soliciting proposals from eligible and responsible consultants or consulting companies to provide an independent overview on the Startup Ecosystem Needs as described in the Annex 1.

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

The goal of the project is to establish and operate a fully functional and sustainable ICT Excellence Center in Moldova. The activity will establish and manage a physical facility for the Center, provide for appropriate equipment and staff, and organize trainings and services to students and IT sector workers related to information and communications technology (ICT). Over 1,000 beneficiaries are expected to receive relevant training per year. As a result of the project, the skills of the Moldovan work force and the ICT industry in Moldova will be improved.

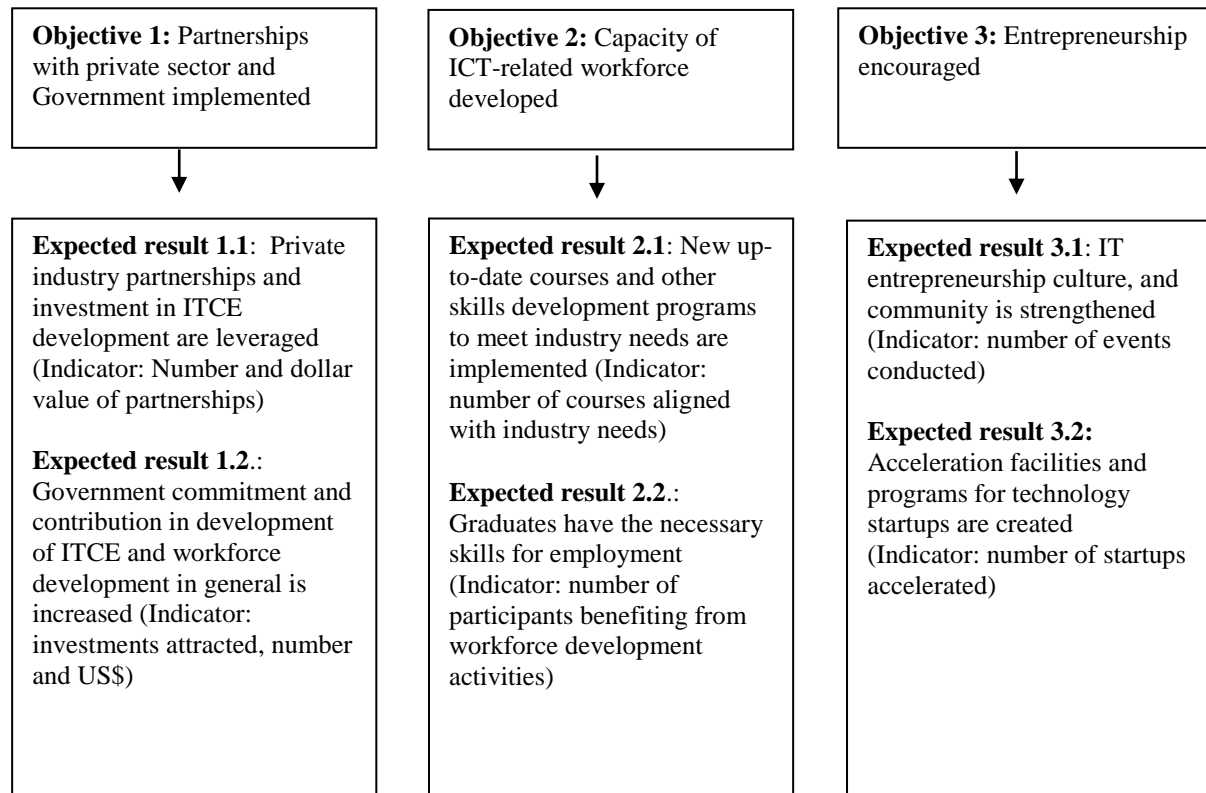
The overarching goal of the ITCEC is to ensure maximum impact on Moldova's economy through enhancing the educational capacity and research potential of the higher education institutions in line with industry needs; hence achieving quantitative and qualitative increase in qualified IT professionals and ICT skills, and nurturing successful technology startups based on modern ecosystem and world-class sales and marketing force. The project will contribute to growing competitiveness of the ICT industry and of other economic sectors, overall, given the enabling role of technologies in economic and societal development.

The main vision of the IT Center of Excellence is to contribute to the economic development of Moldova by providing:

- World-class education and training facilities, with up to date curricula, lecturers and laboratories
- Associated business development assistance
- Relevant research and development capabilities
- The main project objectives are listed below:
- offering education and assistance in capacity building for teams willing to develop and grow a business in IT
- offering orientation to individuals who see themselves as future entrepreneurs
- identifying different mindsets to create teams and work together on building products
- linking people, linking ideas to people, funds, mentors, investors

- assist successful projects in exiting the market
- encourage and assist projects, products, teams to be present on the international camps, meeting with investors, etc.
- get affiliated to international hubs, innovation centers, camps (such as google camp).
- encourage women/girls to participate in entrepreneurial activities.

The Tekwill Project follows the following objectives:



One of the Project main directions relates to ENTREPRENEURSHIP ENCOURAGED

The purpose of this component is to ensure instigation of the entrepreneurship community and development of technology startups and products. Apart from delivering value to the ICT industry, startups have a direct impact on the cities they make their homes. Employment opportunities for youth increases and new employment patterns arise. Entrepreneurship will also give local youth new opportunities to pursue and retain the talent in the country.

As with workforce development activities, ATIC intends to start entrepreneurship events and educational programs earlier. Entrepreneurship programs will target, first of all, students and recent graduates, so that it benefits the university and the academic world. Of the Center is intended to benefit about 1,000 youth (in workforce, entrepreneurship and other capacity building programs) on an annual basis and accelerate about 20 startups during the life of the project.

The Center will play an active role in defining and designing the proper IT entrepreneurship Ecosystem. It will serve as a meeting, idea and experience sharing platform, in order to connect ideas to people and to financing. The first set of offerings are planned to be entrepreneurial education programs and events (such as hackathons, encouraging innovative thinking and new product development), followed by business acceleration and funding programs. The Center will assist the startups in attracting additional funding and exiting the country. The potential list of tech entrepreneurship activities is presented below:

- B2B activities - these activities aim at consolidating the IT offer towards non-IT users, help the SMEs understand the role of IT and identify and adopt new tools. SMEs will be invited to participate in events and B2B meetings, get acquainted with some promo zones.
- Startup Events - a continuous series of startup events, pitches and idea generation events will take place in the Center. These events will be directed towards the students, but also to IT professionals and freelancers.
- Mentorship programs - The ideas and teams with great potential will be included in specific mentorship and coaching programs. They will be supported by the Center's staff and attracted experts to develop, market, promote, grow, sell their products and services.
- Advisory programs and activities - Businesses will be advised in terms of educational programs, trainings, marketing programs, sales programs, and other.
- Networking activities- these activities aim at consolidating the community, getting to know each other, increasing the visibility of the industry and its players. Some of the networking events will bring together the companies and students to create a stronger connection between the available specialists and potentially their future employers.
- Developing Markets program- the center will act as a connecting point between Moldovan IT entrepreneurs and angel investors, investment funds, etc. It will highly encourage and support the participation of the IT companies and startups at various international events, fairs, conferences, campuses, etc.
- Interoperability labs- the center will aim to provide space for the entrepreneurs in the first year to test their new products with various systems and products. As with the scalability and architectural review, this support will prevent delays and cost overrun.

1.3 Questions and Requests for Clarifications

Questions regarding the technical or administrative requirements of this RFP may be submitted no later than February 14, 2019, 18:00 local Chisinau time by email to cdamaschin@ict.md, cc executive@ict.md. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that ATIC believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding.

Only the written answers issued by ATIC will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of ATIC or any other entity should not be considered as an official response to any questions regarding this RFP.

1.4 Offer Deadline

Offerors shall submit their expression of interest to participate and propose offers until September 21, 2019 via e-mail to cdamaschin@ict.md.

Offerors shall submit their offers in hard-copy and/or electronically.

Hard-copy offers must be received no later than February 21, 2019, 17:00 at the following address:

In attention of Mrs. Ana Chirita,

Executive Director

Str. Studentilor 9/11

Emailed offers must be received by the same time and date at the following address:

In attention of Mrs. Ana Chirita,

Executive Director

cdamaschin@ict.md

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of ATIC.

1.5 Protocol for Submission of Offers

A. Hard Copy Submissions:

Each offeror must submit its proposal in two separate volumes: the Technical Volume and the Cost Volume. The following number of copies is required in each submission:

1. Technical and Cost Volume: Three (3) original hardcopies and one (1) electronic copy on CD of the technical volume, per the instructions below.
2. All offers and related documents must be enclosed in sealed envelopes with the name and address of the offeror and the RFP number ("RFP No. ICTEC-2019-001") clearly marked on the outside. The Technical Volume and the Cost Volume must be submitted together. If multiple envelopes must be submitted due to the size of a proposal, offerors must ensure that each envelope is sealed and clearly marked with the information described above.

B. Electronic Submissions:

The Offeror must submit the proposal electronically with attachments compatible with MS Word, Excel, or Adobe Portable Document (PDF) format in a Microsoft environment. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment. All offers must be prepared in English, Romanian or Russian.

1.5.1 Technical and Cost Volume

1.5.1 Technical Volume

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

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

1. Letter of Transmittal (see Section 3)
2. Offeror's Summary Sheet (see Section 4)
3. Completed/Signed Certifications (see Section 5).
6. Past Performance Information (see Section 2.4)
9. Staffing capacity to undertake the current project
10. Copy of official registration or business license
11. CV of Team Members planned to be assigned

For independent consultants:

1. CV
2. Past performance information
3. Offer
4. Concept of delivery of the assignment

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.

Note:

- All commodities offered in response to this RFP must be new; no used or refurbished commodities will be accepted.

1.5.2 Cost Volume

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

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

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

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.

1.6 Validity Period

Offers must remain valid for at least 60 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 110 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>. The cooperating country for this RFP is Moldova.

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

1.8 Eligibility of Offerors

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

1.9 Evaluation and Basis for Award

An 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 following evaluation criteria and sub-criteria:

Evaluation Criteria	Evaluation Sub-criteria	Maximum points
	Concept	20 points
	Timeframe	20 points
	Past performance information	20 points
	Overall cost proposal provided	40 points
Total Points – Technical and Cost Approach		100 points

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

1.10 Negotiations

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

1.11 Terms and Conditions of Subcontract

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

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

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

2.1 Technical Specifications

As specified in Annex 1, ATIC is looking to subcontract one or several companies to deliver consultancy services as stated in Annex 1 (Specifications).

2.2 Delivery Requirements

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

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

SECTION 3: DRAFT ORDER TERMS AND CONDITIONS

Per Section 1.17 of this RFP, in the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions will apply:

1. All commodities, if applicable, delivered under this subcontract must be transferable to USAID, or another entity in the Cooperating Country designated by ATIC.
2. Delivery Terms:
 - A. Delivery terms are TBD . The Subcontractor shall deliver the deliverables as set forth to the delivery locations
 - B. *Time is of the essence.* By executing this subcontract, the Subcontractor confirms that it accepts that the delivery schedule stated herein is reasonable and will comply with the delivery schedule.
 - C. *Customs clearance.* The Subcontractor shall clear any international shipments through customs and deliver them to the appropriate location(s) specified in Article 5. ATIC is responsible for providing the Subcontractor with the necessary documentation required by Moldovan customs officials for duty-free customs clearance.
 - D. *Consignee address.* For any international shipments requiring customs clearance in the Moldova, the following consignee address shall be used on each shipment to facilitate duty-free and tax-free customs clearance.
 - E. *U.S.-flag requirement.* Any international transportation carried out under this subcontract shall take place on US-flag vessels/carriers. Any international air transportation shall be in accordance with FAR 52.247-63 ("Preference for U.S.-Flag Air Carriers") and FAR 47.403 ("Guidelines for Implementation of the Fly America Act").

3.1 SUBCONTRACT PRICE

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

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

3.2 PAYMENT TERMS

ATIC will pay the total price through a series of installment payments as provided in Article 9 above, after Subcontractor's completion of the corresponding deliverables and ATIC' acceptance thereof. The Subcontractor may submit invoices for deliverables that have been accepted and approved by

the authorized ATIC representative. ATIC will pay the Subcontractor's invoice within fifteen (15) days after the following conditions have been fulfilled:

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

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

3.3 INVOICE REQUIREMENTS

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

ATIC
Attention: Accountant Office
National Association of ICT Companies

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

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

3.4 COOPERATING COUNTRY FEES, TAXES, AND DUTIES

This subcontract is entered into by ATIC on behalf of the ICTEC Project, an official program of the Government of the United States in Republic of Moldova.

As such, this subcontract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in Republic of Moldova. The Subcontractor shall not pay any host country taxes, VAT, tariffs, duties, levies, etc. from which this USAID program is exempt. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by ATIC. The Subcontractor shall immediately notify ATIC if any such taxes are assessed against the Subcontractor or its subcontractors/suppliers at any tier.

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

3.5 SET-OFF CLAUSE

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

1. AUTHORIZED USAID GEOGRAPHIC CODE

The authorized USAID geographic code for this subcontract is USAID Geographic Code 110 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

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

The cooperating country for this subcontract is Moldova.

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

2. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)

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

3. COMPLIANCE WITH U.S. EXPORT LAWS

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

4. ANTI-KICKBACK

- (a) Definitions.
 - *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to ATIC, the ICTEC project office or any of its employees, the Subcontractor or Subcontractor employees,

or vendors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.

- *Person*, as used in this article, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Subcontractor employee*, as used in this article, means any officer, partner, employee, or agent of the Subcontractor.

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

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

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

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

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

5. TERRORIST FINANCING PROHIBITION

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

6. ELIGIBILITY OF SUBCONTRACTORS

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

7. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

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

8. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

- A. The Subcontractor waives any additional benefits and agrees to indemnify and save harmless ATIC, USAID, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:
- (1) the acts or omissions of Subcontractor, its employees, officers, directors, agents or its subcontractors;
 - (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Subcontractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Subcontract except to the extent that such damage is due to the negligence of ATIC;
 - (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from ATIC use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by ATIC, USAID, as authorized hereunder; or false claims submitted by Subcontractor or its subcontractors under this Subcontract or as a result of a Subcontractor misrepresentation of fact or fraud by Subcontractor.
- B. Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit and, further, that Subcontractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Subcontractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this subcontract and to which ATIC is or may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by ATIC (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing ATIC from any and all liability.
- C. If any of the goods or services provided by Subcontractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Subcontractor shall, at its own expense, use its best efforts—
- (1) to procure for ATIC the right to continue use and, if authorized under this Subcontract, distribution of the infringing goods or services or,
 - (2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

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

9. INTELLECTUAL PROPERTY RIGHTS

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

10. MODIFICATIONS

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

11. CHANGES

In accordance with FAR Clause 52.243-1 "Changes—Fixed-Price" (AUG 1987), ATIC may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed.

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

12. ASSIGNMENT AND DELEGATION

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

13. TERMINATION

ATIC reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference in Article 35 herein.

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

SECTION 4: LETTER OF TRANSMITTAL

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror, as part of the Technical Volume:

To: National Association of ICT Companies
Str. Studentilor 9/11

Reference: RFP No. ICTEC-2019-001

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFP. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFP. We further certify that the below-named firm—as well as the firm's principal officers and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms of this solicitation.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any ATIC or above mentioned project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFP; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to ATIC' prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

SECTION 5: OFFEROR'S TECHNICAL SUMMARY SHEET

The following information must be completed and submitted in the Technical Volume:

- I. Name of Offeror:
Tax ID No.:
DUNS No.:
Address:
Telephone/Fax No.:

- II. Is the Offeror an official dealer for the commodities offered? ____yes ____no

- III. International warranty on all commodities? ____yes ____no
Copy of warranty terms/conditions included? ____yes ____no
How many years for the warranty? _____ years

- III. Authorized agent(s) in Republic of Moldova for service, warranty, etc.:
 - A. Name(s):
 - B. Address(s):
 - C. Telephone No.(s): Fax No.(s):
 - D. Contact:

- IV. Delivery time

Deliverable Number	Deliverable Name	Delivery Schedule
1		
2		
3		
4		
5		
etc.		

(NOTE: Delivery data must be honest, accurate, and upheld in any resulting subcontract.)

Company Name

Name and title of authorized representative

Signature

Date

SECTION 6: REQUIRED CERTIFICATIONS

The following certifications must be completed and submitted in the Technical Volume:

SECTION 6-1: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

_____ (hereinafter called the "offeror")
(Name of Offeror)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

SECTION 6-2: CERTIFICATION REGARDING RESPONSIBILITY MATTERS

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

- (A) Are , are not , presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have , have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (C) Are , are not , presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, US Code.

(b) The Offeror shall provide immediate written notice to ATIC if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by ATIC may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available ATIC, ATIC may terminate the contract resulting from this solicitation for default.

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

SECTION 6-3: EVIDENCE OF RESPONSIBILITY STATEMENT

EVIDENCE OF RESPONSIBILITY STATEMENT

This statement describes the offeror's internal policies and procedures, as well as its ability to comply with the terms and conditions of a potential subcontract resulting from RFP No. ICTEC-2019-001. The offeror shall complete the information in this statement as part of its proposal.

Company Name: _____

1. Authorized Negotiators

The offeror's proposal in response to RFP No. ICTEC-2019-001 may be discussed with any of the following individuals. These individuals are authorized to represent our company in negotiation of this proposal.

Names of authorized negotiator(s): _____

These individuals can be reached at the following office:
Address: _____
Telephone/Email: _____

2. Adequate Financial Resources

We hereby certify that the above-named company maintains adequate financial resources to manage any subcontract resulting from this offer.

3. Ability to Comply

We certify we are able to comply with the proposed schedule and period of performance, having taken into consideration all existing business commitments, commercial as well as governmental.

4. Record of Performance, Integrity, and Business Ethics

Our record of integrity is outstanding. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our Past Performance References, contained in the Technical Volume.

5. Organization, Experience, Accounting and Operational Controls, and Technical Skills

Describe how the subcontract will be managed: _____

6. Equipment and Facilities

We maintain the necessary facilities and equipment to carry out the subcontract.

7. Eligibility to Receive Award

We are qualified and eligible to receive an award under applicable laws and regulation. In addition, we have performed similar work – describe: _____

8. Acceptability of Subcontract Terms and Conditions

We have reviewed the solicitation document and attachments and agree to the terms and conditions set forth therein.

I hereby certify that the above statements are true and accurate, to the best of my knowledge.

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

ANNEX 1: DETAILED SPECIFICATIONS AND REQUIREMENTS

Over the past 3 years of the project, within the Tekwill project, ATIC has aimed to support startups and encourage entrepreneurship initiatives aiming at boosting and fostering the development of the startup ecosystem in Moldova as a whole. With the support of USAID and Government of Sweden, within the Tekwill project, ATIC has provided assistance to over 300 different teams, and organized over 300 initiatives in the area of entrepreneurship.

Taking into consideration the past experience, within the Project, ATIC is looking for an independent opinion related to further support to be provided to the startups/teams in order to maximize existing effects. In this order of ideas, ATIC would like to subcontract an external consultant/consulting company with experience in the area of business support services/entrepreneurship development to conduct a market study that will cover the following topics:

1. Structure of the startup ecosystem in Moldova (How many startups, key stakeholders, other based on the consultant's opinion)
2. Define the types and areas of tech related startups in Moldova (based on stage of development, based on industry vertical, stage of investment if applicable, other to be defined by the consultants)
3. Define the most stringent needs of tech related startups, thus mapping various areas/categories of support that can be provided to the tech startups in Moldova (address main issues that the startups are facing in Moldova- human capital, business development, access to finance, knowledge, other)
4. Deliver a report on potential future startup support activities for the Moldovan market (areas of capacity development, business support, market development, and other).

The assignment is expected to take place in Moldova and cover the following iterations:

- a) Develop the overall concept of the final deliverable (structure of report, questionnaire questions)
- b) Conduct general market research based on available sources
- c) Interviews with relevant teams/startups (ATIC can provide any and as many needed contacts based on previous track record) – an average 20-30 face to face interviews is expected
- d) Develop the study/overview by emphasizing most suitable/critical areas of potential further support.
- e) Prepare a final presentation report

The assignment is expected to commence no later than 5 days after selecting the consultant/provider and end preferably no later than 20 days after it was initiated.

All interested candidates (consultants and consulting companies) are expected to have prior experience in business support activities, consultancy, market research; IT market knowledge would be considered a plus.

The results of the assessment will be used to define main areas of intervention for the further project support.