

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

Romanian Government Enterprise Architecture and Interoperability Framework

Submission Deadline: **4:00 PM / 16:00**

LOCAL TIME

July 20, 2015

Submission Place:

Secretary of State Bebe Viorel Ioniță
Ministry for Information Society
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SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$397,998 to the Ministry for Information Society (MIS) (the “Grantee”) in accordance with a grant agreement dated March 3, 2015 (the “Grant Agreement”). The Technical Assistance will develop a strategy to align and integrate ICT resources within the Romanian government and provide the necessary policy and technical recommendations to adopt a Romanian Government Enterprise Architecture and Interoperability Framework (RGEAIF). The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Technical Assistance.

1.1 BACKGROUND SUMMARY

Since 2007, the Government of Romania has advanced several important e-government initiatives, which have improved the efficiency, accountability and transparency of government processes. From 2007-2011, the Ministry of Communications and Information Society (MCSI, now known as MIS) implemented a Strategic Institutional Plan that guided several legislative actions, including acts that established foundations for e-commerce, e-signatures, and legal provisions for contracts between internet providers and users. For example, under this plan, in 2009, MCSI invested \$28 million to develop e-health services; in 2011, MCSI launched the National Electronic System for Online Payment of Taxes.

In May 2010, the EU launched the Digital Agenda for Europe 2020, with the primary objective of developing a Digital Single Market among all member countries. As a result, in 2014, the Government of Romania launched a National Strategy on Digital Agenda for Romania through 2020, with the objective to contribute to economic growth through developing effective ICT systems, increasing efficiency and reducing public sector costs, and improving private sector productivity through reducing administrative barriers with the State.

Taking into consideration the objectives of the Digital Agenda for Europe, Romania defined four primary focus areas for investment: 1) e-government, interoperability, cyber security, cloud computing, open data, big data and social media platforms; 2) ICT in education, health, and culture; 3) e-commerce, research & development and innovation in ICT; and, 4) broadband and digital services infrastructure.

This Technical Assistance (TA) will develop an enterprise architecture and interoperability framework (RGEAIF). In consultation with key public and private sector stakeholders, the selected TA contractor will conduct comprehensive reviews of Romania's existing national ICT information flow and architecture, develop a target enterprise architecture framework, and assist the government in developing a transition architecture to accommodate standards, interoperability of common applications, and cross-agency data analytics to improve government decision support systems and decision making.

The RGEAIF will be the foundation for all e-government services in Romania and would impact at least 25 e-government projects that collectively would improve 36 public services for Romanian citizens. In addition, the development of the enterprise architecture will guide the

policies and implementation of cloud computing, cyber security, big data technology adoption, and open data release.

Portions of a background Definitional Mission conducted by Global Resources Inc. (USTDA Activity No. 2014-21007A) are provided for reference in Annex 2.

1.2 OBJECTIVE

This \$397,998 TA will develop an Enterprise Architecture and Interoperability Framework (RGEAIF) for the Ministry for Information Society (MIS) in Romania. The TA will recommend a strategy to align and integrate ICT resources within the Romanian government and provide the necessary policy and technical recommendations to adopt a Romanian Government Enterprise Architecture and Interoperability Framework. The Terms of Reference (TOR) for this Technical Assistance are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$397,998. **The USTDA grant of \$US397, 998 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$397,998 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called the Romanian Government Enterprise Architecture and Interoperability Framework.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission conducted by Global Resources Inc. (USTDA Activity No. 2014-21007A) to evaluate the technical, financial, and likely development impact of this TA. Portions of the report are attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Technical Assistance.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Technical Assistance.

2.5 PROJECT FUNDING SOURCE

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$397,998.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for

specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

Secretary of State Bebe Viorel Ionică
Ministry for Information Society
Bulevardul Libertății, Nr. 14, Sector 5, Cod 050706
Email: cabinetsecretardestat1@msinf.ro
Phone: +40 21 311 41 63
Fax: +40 21 311 41 16

An Original and 6 copies of your proposal must be received at the above address no later than 4:00 PM / 16:00 local time, on July 20, 2015.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including the name of the project and designation of "original" or "copy number x." The original and 6 copies should be collectively wrapped and sealed, and clearly labeled, including the contact name and the name of the project.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

The Offeror must provide the name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

2.16 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.17 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for NINETY (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.18 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.19 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, Technical Assistance and/or other services similar to those required in the TOR, as applicable.

2.20 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.21 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.22 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

2.23 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.24 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$397,998, which is a fixed amount.

Offerors shall submit one (1) original and six (6) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Firm Background Information,
- Completed U.S. Firm Information Form,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 U.S. FIRM INFORMATION

A U.S. Firm Information Form in .pdf fillable format is attached at the end of this RFP in Annex 6. The Offeror must complete the U.S. Firm Information Form and include the completed U.S. Firm Information Form with its proposal.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Technical Assistance. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Technical Assistance.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Technical Assistance.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar

information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

Project name,
Name and address of client (indicate if joint venture),
Client contact person (name/ position/ current phone and fax numbers),
Period of Contract,
Description of services provided,
Dollar amount of Contract, and
Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the Technical Assistance as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

Team Composition and Experience

In terms of the composition and particular credentials of the Contractor, the team should consist of a Project Manager, a Data Integration Engineer; an Enterprise Architect; a Regulatory Analyst (all U.S. based); plus Local Support (Romania-based).

All team members must have the organizational, managerial and cross-cultural skills to carry out the TA effectively, including experience working with team members with different functional expertise. More specific descriptions follow:

Project Manager:

- At least fifteen (15) years' experience in the ICT industry; including contacts and supplier relations within the industry.

- Specific expertise in planning and implementing large-scale consolidation/integration projects, preferably in the context of public-sector organizations.
- Experience coordinating cross agency or organizational activities on behalf of government entities, including building consensus and maintain project momentum, operational objectives, preparing implementation plans, resolving problems, determining improvements or requirements for program changes and directing change implementation.
- Minimum of ten (10) years of experience selecting and applying macroeconomic, microeconomic, financial, market and/or statistical techniques and models to perform analysis in support of large project and / or sector decision making, preferably in the ICT industry. Experience preparing quantitative and qualitative reports and communicating the report's results to senior managers and / or clients.
- Organizational, management and cross--cultural skills and perspective to structure, oversee and carry out the TA effectively; ability to work closely and effectively with senior decision making and IT personnel throughout the TA, as well as with other stakeholders and interested parties.
- Proficiency in Romanian, at a level adequate to enable effective conduct of day---to---day work in that language, is not specifically required but would be an advantage.
- Minimum of a Bachelor's degree or functional equivalent in communications, engineering, information technology or business; strong writing and communication skills.

Data Integration Engineer:

- At least ten (10) years' experience designing data integration projects focusing on service---oriented architectures, interoperability, and information exchange.
- Experience coordinating data exchange models across independent organizations.
- Ability to provide awareness training and knowledge transfer to IT and business managers with limited knowledge of data interoperability and information sharing.
- Experience with actual implementation of data integration projects in multi--organization or cross--organizational environments.
- Maintains contacts and supplier relations within ICT and / or software development industry.
- Strong writing and communication skills.

Enterprise Architect:

- At least ten (10) years' experience in the ICT industry.
- Direct experience planning and developing implementation best practices; assessment of new technologies; capacity planning; performance tuning.
- Ability to prepare a holistic, government--wide view of current and future work flow architecture in support of government goals and objectives.
- Experience identifying business requirements that affect developing enterprise architectures and providing solutions that integrate architectural vision and strategy.
- Ability to identify relevant standards, architectural governance, design patterns and IT practices.
- Knowledge of interoperability issues and standards, applicable middleware solutions.
- Ability to work closely and effectively with IT personnel and interested parties throughout the TA.
- Expertise in assessing the people, processes, and information technologies required to create a consistent and proper handling of an organization's data across a government or business enterprise, and establishing goals for the consistent and proper handling of data.
- Ability to standardize use of ICT taxonomies and build confidence in organizational decision making based upon the more effective management and use of data assets.
- Maintains contacts and supplier relations within ICT and / or software development industry.
- Strong writing and communication skills.

Regulatory Analyst:

- Minimum of ten (10) years of experience working in Romania or European Union in a legal or policy capacity, providing analysis of new and existing regulations, laws and other areas of specific concern for effective regulatory and legal compliance, especially in data and information management.
- Experience analyzing national and regional laws and regulations related to information standards, personally identifiable information (PII), and regional Enterprise Architecture and Interoperability Frameworks (e.g., EU).

- Experience planning, administering, training or otherwise engaging with local, provincial and federal agencies and institutions relative to regulations and plans regarding information sharing, information security, risk, and data sovereignty.
- Minimum of a bachelor’s (or similar four year accredited university program) degree in law, public policy or a closely related field is required; master’s degree is preferred.
- Strong writing and communication skills.

In addition, the Contractor Team shall include up to 20% Local Support. It is envisaged that Local Support will take the form of a minimum of two individuals or a small firm based in Romania (and ideally in Bucharest), with knowledge and experience in ICT and in working with public--- sector institutions. The Local Contractor --- Legal should have experience in working with government, non---governmental organization (NGO), multilateral financing institution or association---based large scale projects that require research and analysis, report preparation, inter and intra---organizational interaction, and consensus building. The Local Contractor --- Legal or Local Contractor --- Project Support should have experience analyzing and quantifying economic and developmental impacts at a national scale in the ICT sector.

The Local Support should have expertise in tracking and monitoring laws and regulations in the information and communication technology industry, providing analysis of new and existing regulations, laws and other areas of specific concern for effective regulatory and legal compliance. The Local Support should have expertise in tracking and monitoring laws and regulations relative to the environment, providing analysis of new and existing regulations, laws, and other areas of specific concern for effective environmental compliance.

It is anticipated that the Local Support will provide logistical and translation assistance, particularly in conjunction with interviews, site visits and data---gathering activities, as well as liaison and continuity in the intervals between in---country visits of U.S.---based Contractor Team members.

The selection of the Contractor will be based on the following criteria:

Criterion	Maximum Points
Expertise and skills of proposed personnel	40
Proposed approach to the TA and to the individual tasks	30
Pertinent international experience and cross---cultural skills	15
Experience and capabilities of local support	15
Total:	100

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

Secretary of State Bebe Viorel Ioniță
Ministry for Information Society
Bulevardul Libertății, Nr. 14, Sector 5, Cod 050706
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ROMANIA: ENTERPRISE ARCHITECTURE AND INTEROPERABILITY FRAMEWORK TECHNICAL ASSISTANCE

POC: Jennifer Van Renterghem, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009, Email: RFPQuestions@ustda.gov. Romanian Government Enterprise Architecture and Interoperability Framework Technical Assistance. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to provide technical assistance for developing the necessary policy and technical recommendations to adopt a Romanian Government Enterprise Architecture and Interoperability Framework.

BRIEF PROJECT BACKGROUND AND DESCRIPTION OF GRANTEE

This Technical Assistance (TA) will recommend a strategy to align and integrate ICT resources within the Romanian government and provide the necessary policy and technical recommendations to adopt a Romanian Government Enterprise Architecture and Interoperability Framework. In consultation with key public and private sector stakeholders, the selected TA contractor will conduct comprehensive reviews of Romania's existing national ICT information flow and architecture, develop a target enterprise architecture framework, and assist the government in developing a transition architecture to accommodate standards, interoperability of common applications, and cross- agency data analytics to improve government decision support systems and decision making.

BRIEF DESCRIPTION OF STUDY COMPONENTS

The U.S. firm selected will be paid in U.S. dollars from a \$397,998 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and portions of a background definitional mission report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should

allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00 PM / 16:00 local time, July 20, 2015, at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

Executive Summary

USTDA RFQ - CO201421137 requested a Definitional Mission Contractor (DMC) to research and locate potential USTDA Grant projects for several Romanian public sector Grantees including but not limited to the Ministry of Communications and Information Society, Ministry of Labor, and Ministry of Finance.

Ministry for Information Society (MIS)

Among many legislative actions, including acts that established foundations for e-commerce, e-signatures, and legal provisions for contracts between Internet providers and users, the Ministry of Communications and Information Society (MCSI) developed its Strategic Institutional Plan (2007 – 2009; and 2008 – 2011). At that time, strategic initiatives focused upon encouraging fixed-line and wireless competition, bridging the urban / rural access gap and stimulating e-government.¹

As strategies turned into projects, in 2009, MCSI approved its first financing agreement in the field of e-Health worth a total of RON 88M (US \$28M). By 2011, MCSI launched the National Electronic System for Online Payment of Taxes (www.ghiseul.ro). The platform allows Romanian citizens to pay their taxes online from anywhere they have internet access, thereby eliminating lost time waiting in lines at tax offices; the system was supported by VISA, MasterCard, the major banks in Romania, and IBM among others, and as of 2013, over US \$50M in tax collections transpired via the e-system.

Ghiseul.ro is a system delivered for free to the public institutions of Romania and MCSI anticipates dramatically increased online tax revenue collections as more institutions join the system.

In January 2012, the Ministry of Communications and Information Society launched a call for projects, funded through European Funds, for e-commerce platforms, meant to promote the e-commerce business in Romania. The total budget of the call is over 50 million USD; the maximum amount per project is 750,000 USD.²

Since that time, MCIS was renamed to the Ministry for Information Society (MIS). Importantly, for the period 2009-2013, the EU allocated Euro 190.5 million for the implementation of IT systems by the Romanian public authorities. The Romanian Government decided to facilitate IT

¹ E-Government Implementation and Practice in Developing Countries; Zaigham Mahmood, ed. May, 2013.

² Country Commercial Guide for Romania, 2013.

spending and allocated Euro 500 million for eRomania projects, which will be financed from EU funds (40-50%), the central budget (20%), and public private partnerships (30-40%).

In 2011-2012, MIS also approved Euro 147 million for financing of several IT projects in the small and medium enterprise sector, with 70% being covered by EU funds. This budget makes government an important player on the Romanian IT market, who is also shaping demand for products and services throughout the country.

As noted in the *Justification* section, in an e-mail to the CM, the MIS State Secretary noted:

“I would kindly draw your attention that the Enterprise Architecture (EA) development is the basis for developing any other e-government service in Romania. This is ‘carved in stone’ as programmatic documents like Strategy for Digital Agenda and Partnership Agreement 2014-2020 (RO-EU) are endorsing. The EA development as such will trigger at least 25 e-government projects covering 36 life-events, cloud computing and big data technology adoption and open data release at an estimated cost of more than 250 mil. EUR for 2014-2020 with the structural funds intervention of 180 mil EUR. The whole construction will reach up the public institutions from the central government and the 3200 communities (town halls as local administration) all over Romania to ensure proper functioning of the administrative processes by offering a comfortable relationship with the citizens and businesses.”

Implementation Financing

Project financing from public and quasi-public institutions is an important source of investment capital for infrastructure projects in Romania. Multilateral financing institutions such as the International Monetary Fund (IMF) and the European Union (EU) in cooperation with the World Bank (WB), International Finance Corporation (IFC) and the European Bank for Reconstruction and Development (EBRD) are all active in the country.

The EU provides cohesion funds to member states and sub-state regions whose level of development is below the EU average. As Romania is a member of the EU, from 2007 – 2013, the country benefited from approximately USD 25.2 billion in structural and cohesion funds.³ These funds are provided through the Sectorial Operational Programme (SOPs), and are organized by sector (Transport, Environment, Regional Development, Economic Competitiveness, Human Resources, Technical Assistance and Administration Development). American companies can participate directly in projects funded by the EU or in partnership with a company from a EU member country.

³ Country Commercial Guide for Romania, 2013.

The Department of Commerce's Country Commercial Guide notes that from 2009 – 2013, the EU allocated 190.5 million for the implementation of IT systems by the Romanian public authorities. The Romanian Government decided to facilitate IT spending and allocated Euro 500 million for eRomania projects, which were financed from EU funds (40 – 50%), the central budget (20%) and public private partnerships (30 – 40%).⁴

MIS is in a strong position to advocate for funds; in 2011-2012, MIS approved Euro 147 million for financing of several IT projects in the small and medium enterprise (SME) sector, with 70% of those covered by EU funds.

The European Bank for Reconstruction and Development (EBRD) is the single largest investor (debt plus equity) with approximately US \$9B invested to date in 364 projects.⁵ The EBRD noted that they are keen to finance private sector projects in Romania, and would consider ICT public-private partnerships as well. While the primary DMC project recommendations are with government and quasi-government organizations, with Romania's booming ICT sector, the EBRD remains an excellent potential resource, should US firms develop ICT public-private projects or otherwise engage in projects that would fit with the EBRD's mission.

The European Investment Bank (EIB) EIB loan signatures in 2013 amounted to EUR 534m (US \$713M representing a 30% increase compared to 2012 and bringing the total EIB lending volume in Romania to some EUR 3.7bn (\$4.94B) over the past five years (2009-2013).⁶ EIB lending by sector includes transport and communications (28%), followed by industry, services and agriculture (27%), small and medium-scale projects (25%), energy (29%) and water, sewerage, solid waste and urban development (1%).⁷

The EIB does not appear to "tie" its loans to a specific requirement of EU-sourced equipment⁸, especially as the Bank works with other banks, and may only finance up to 50% of the total project cost. However, the Bank's policy is to "ensure that its funds are used rationally, in the interests of the project it finances and in the interests of the EU."⁹ Therefore, US suppliers who are pursuing opportunities that may be EIB funded are encouraged to contact the EIB directly and to review the EIB Guide to Procurement¹⁰, as every project financing structure (and subsequent procurement guidelines) is unique, and must be assessed on a one-to-one basis.

⁴ Country Commercial Guide for Romania, 2013.

⁵ <http://www.ebrd.com/pages/country/romania.shtml>

⁶ <http://www.eib.org/infocentre/publications/all/the-eib-in-romania-in-2013.htm>

⁷ http://www.eib.org/attachments/country/factsheet_romania_2013_en.pdf

⁸ <http://www.eib.org/infocentre/faq/index.htm#who-can-benefit-from-an-eib-loan>

⁹ Ibid.

¹⁰ <http://www.eib.org/infocentre/publications/all/guide-to-procurement.htm>

Lastly, the US Export-Import Bank of the United States (Ex-Im) provides guarantees and direct loans for U.S. exports to Romania, with most of the credit having been for exports to the Romanian government, private sector and sub-sovereign financing.

Foreign Competition and Market Entry Issues

Romania actively seeks direct foreign investment as the country has 21.5 million consumers, a well-educated workforce at competitive cost, a strategic location, and abundant natural resources, making it an attractive destination for investment. As noted by the US Department of State, to date, favored U.S. investment areas include IT and telecommunications, energy, services, manufacturing, and consumer products.¹¹

However, those same factors lead to interest by most countries engaged in international trade and investment, and Romania's ICT sector is sizeable and quite attractive to foreign competitors in virtually all areas. For the MIS projects, foreign competition is most likely to come from the Business Solutions divisions of major European ICT providers, who may include the business consulting arms of large national or multi-national telecom operators. Detecon, the consulting division of Germany's Deutsche Telekom, has been awarded a number of e-government-related contracts in European countries (notably Germany and Spain), and aggressively bids on e-government-related projects.

Foreign System Integrators or the corresponding divisions of large ICT firms (such as Siemens IT Solutions and Services (SIS)) may also pursue these ICT / enterprise architecture projects. Typically, telecom operators would provide the underlying networking infrastructure while System Integrators may orient towards cloud-based and software opportunities, but it is also likely that firms of both types would seek to partner or form consortia in order to be able to bid on differing project components.

SAP (Germany) is a major competitor; on January 29, 2013, the business software provider announced that its 2012 annual turnover soared 40% in Romania to approximately 23M Euros (\$US 31M). They noted: "there is stronger demand for business intelligence or enterprise performance management solutions, necessary for profit increase, cost management or budgeting and planning activities within a company"¹². In March 2013, SAP announced its opening of a second IT center, noting "At present, more than 60 consultants work in Timisoara, while our target is to employ more than 400 IT specialists by 2014 in the SAP Nearshore Centers in Romania".¹³

¹¹ <http://www.state.gov/e/eb/rls/othr/ics/2012/191222.htm>

Ericsson (Swedish) is a major component competitor; they supply products and services in the AC power and UPS, connectivity, DC power, infrastructure management and related network power areas.¹⁴

About 90% of the 1,000 IT companies in Romania are foreign-owned. According to the US Department of Commerce¹⁵, foreign companies backed up the big investors in the Romanian automotive and energy sectors, providing support and a broad range of different IT services. As noted previously, companies (such as HP, Siemens and IBM) have development and support centers in Romania, which are designed to serve the entire region of CEE or global operations. There is still a growing interest of global IT names (including Google and Intel) to launch R&D and support activities in Romania to serve their business needs.

Although Chinese firms are primarily focusing on Africa and lesser-developed countries, they are investing in Romania. In 2011, Huawei Romania, a subsidiary of Huawei Technologies, announced plans to open a global support center in Romania. The Romanian company will employ 1,500 employees by the end of 2014. Huawei reportedly entered the Romanian market in 2004, and in 2010, Huawei Romania posted a turnover of EUR 69.2 million, a 140 percent increase from 2009.¹⁶

The US is the 12th-ranked foreign investor nation in Romania, with US-source investment representing 2.3% of Romania's total foreign direct investment (FDI).¹⁷ Significant US investors in the Romanian ICT sector include Cisco (telecommunications, IT, consulting) Flextronics (telecom), Hewlett Packard (IT equipment, services), IBM (IT equipment), Intel (software development services), Microsoft (software services), Oracle (IT services, consulting), Qualcomm (telecommunications), VISA (financial services). With strong competition coming from the Netherlands, Austria, Germany, France, Cyprus, Greece, Italy, Spain, Panama, Switzerland and Luxemburg, US suppliers could greatly benefit from USTDA support of the DMC recommended projects.

Developmental Impact

Each of the three recommended ICT DM projects have positive impacts. Each project identifies key goals and objectives for positive developmental impact on agencies, human capacity development, citizen quality of life, and the environment. Each indicator provides a baseline and anticipated outcome for the selected activity or category, with a recommended success

factor for measurement. The following table indicates, by project, a summary of major high interest impacts of each included project.

Ministry for Information Society - Enterprise Architecture and Interoperability Framework

Sector	Category	Indicator	Description	Baseline	Anticipated Outcome
Government Information Systems	Infrastructure Development and Efficiency Gains	ICT Infrastructure Improvements	Improvements in terms of capacity added, security / redundancy gained or reliability improved through implementation of data centers, cloud computing systems, or other storage infrastructure.	Number of existing individual government-owned and operated data centers	Number of government data centers following consolidation and virtualization following implementation
	Promoting Safety and Security	Improved Government Emergency Decision Support System (DSS) Capability	Enhanced DSS will help Romania respond more quickly, and effectively to events which impact the country, including natural and man-made disasters, civil unrest, and national integrity.	Current number of integrated or interoperable systems available to emergency management operations centers	Number of integrated or interoperable systems following implementation of RGEAIF
	Promoting Effective Governance	Standards	Availability of standards and guidance required to meet requirements of Romania's National Digital Agenda	Matrix of existing standards and guidance with number of mappings to Romania Digital Agenda requirements	Number of mappings to Romania Digital Agenda following implementation of RGEAIF
	Human Capacity	Permanent Jobs	New job opportunities,	Current number of	Number of ICT jobs

	Building	Created	and sustained employment that result from project implementation	ICT jobs directly supporting Romanian government software development and integration	directly supporting Romanian government software development and integration following implementation of RGEAIF
	Quality of Life	Citizen Services	Automation of citizen services with local and national government agencies reducing in-person interaction at government offices	Current number of eGovernment services available to citizens	Number of eGovernment citizen services following implementation of RGEAIF standards and interoperability
	Promoting Environmental Benefits	GHG Emissions Reduced or Avoided	Reduced power consumption on ICT resources as government agencies comply with data center consolidation and cloud computing transition agenda	Power consumed by existing independent government data centers	Power consumed following implementation of data center consolidation and cloud computing transition

Impact on the Environment

Most information and communications technology (ICT) projects have a positive impact on the environment. The more that businesses and individuals utilize service-based assets to perform functions (as opposed to capital assets), the less possibility there is for damage to the environment. As an example, as voice, data and images move electronically, they substitute for the human movement of information. As less private and public transportation is used to handle communication activity, the spread of noxious fumes to the environment are minimized, and chemical and human-made resources suffer less depletion. Human efficiencies are increased, as valuable time and energies can be allocated to other productive activities.

All project activities that are recommended in this DM report should not be expected to cause adverse harm to the environment.

Impact on U.S. Labor

Each of the three recommended ICT DM projects should sustain and / or create jobs for US citizens.

The projects do not appear to provide any financial incentive to a business enterprise currently located in the United States to: (a) induce that enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States; (b) provide assistance for any project or activity that contributes to the violation of internationally recognized workers' rights; and (c) provide direct assistance for establishing or expanding production of any commodity for export by any country other than the United States, if the commodity is likely to be in surplus on world markets at the time the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity.

Justification

Known as the "tiger of Eastern Europe", Romania has achieved one of the highest economic growth rates in Europe as the country worked steadily towards achieving a functional democracy and capitalist market economy since the fall of the Iron Curtain and the 1989 Revolution. After several years of strong growth, the country's achievements were recognized as Romania was "voted in" to the European Union in January 2007. Similarly, Romania's tremendous market potential, strategic location, and need for modern goods and services have drawn many interested US exporters and investors; however, "reducing business risks and realizing opportunities reportedly took patience and a careful sifting of

market information”.

2009 / 2010 brought a turn of events, as the country slumped into a deep recession largely as a result of a sharp drop in private capital inflows and by 2011, the International Monetary Fund (IMF) stepped in to stabilize the economy, with a €20 billion (\$27.4 billion) rescue, which also included support from the World Bank, European Bank for Reconstruction and Development, and the European Union.¹ Romania has shown its commitment to meeting the agreement’s terms, including implementing a tough austerity program to reduce its budget deficit to 3% of GDP in 2012. 2011 went reasonably well (with a 2.2% growth in GDP), but in 2013 the country’s GDP growth was only 0.7%, which is 8% *below* the pre-crisis peak level of 2008. Yet, despite these ups and downs, the European Commission’s Winter Forecast predicts a growth of 2.3% in 2014², and with exports leading the recovery, apparently both “business and consumer confidence are apparently on an upswing”. With EU funding to rise 18% in 2014-2020 (from 2007-2013 levels) and the country’s own contributions at €8.9 billion, Romania will see a benefit of net inflows of €31 billion over the next six years.

In fact, in spite of Romania’s leading role in its sub-region, significant investments in broadband infrastructure and information technology procurement are still required for improved telecommunications and economic growth. This explains why Romania has included enhancing information technology infrastructure and access to ICT as a key goal of its program for EU Structural and Cohesion Funds.

¹ http://www.nytimes.com/2009/03/26/business/worldbusiness/26romania.html?_r=0

² http://ec.europa.eu/economy_finance/eu/forecasts/2014_winter/ro.html

ANNEX 3



U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-3901

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS
[As of January 17, 2014]

The purpose of USTDA's nationality, source, and origin requirements is to ensure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

(h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

NATIONALITY:

1) Application

A U.S. firm that submits a proposal must meet USTDA's nationality requirements as of the date of submission of the proposal and, if selected, must continue to meet such requirements throughout the duration of the USTDA-funded activity. These nationality provisions apply to all portions of the Terms of Reference that are funded with the USTDA grant.

2) Definitions

A "U.S. firm" is a privately owned firm that is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. citizens and/or non-U.S. citizens lawfully admitted for permanent residence in the United States, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership that is organized in the U.S., has its principal place of business in the U.S., and is more than 50% owned by U.S. citizens and/or permanent residents, qualifies as a "U.S. firm".

A nonprofit organization, such as an educational institution, foundation, or association, also qualifies as a "U.S. firm" if it is incorporated in the U.S. and managed by a governing body, a majority of whose members are U.S. citizens and/or permanent residents.

SOURCE AND ORIGIN:

Definitions

"Source" means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

Version 01.17.2014

ANNEX 4

GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency (“USTDA”) and the Government of Romania acting through the Ministry for Information Society (“Grantee”). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$397,998 (“USTDA Grant”) to fund the cost of goods and services required for a technical assistance (“Technical Assistance” or “TA”) on the Romanian Government Enterprise Architecture and Interoperability Framework (“Project”) in Romania (“Host Country”).

1. USTDA Funding

The USTDA Grant to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee (“Contractor”) under which the Contractor will perform the TA (“Contract”). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The terms of reference for the TA (“Terms of Reference”) are attached as Annex I and are hereby incorporated by reference into this Grant Agreement. The TA will examine the technical, financial, environmental, and other key aspects of the proposed Project. The Terms of Reference for the TA shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA, the Grantee, and the Contractor shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

5. Contract Matters and USTDA’s Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities*

(www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA’s Right to Approve Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 16 below upon selection of the Contractor to perform the TA. USTDA then shall notify the Grantee whether or not USTDA approves the Grantee’s Contractor selection. Upon USTDA approval of the Grantee’s Contractor selection, the Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA that they were not selected. The Grantee and the Contractor then shall enter into a Contract for performance of the TA.

(C) USTDA’s Right to Approve Contract Between Grantee and Contractor

(1) Contract

The Grantee and the Contractor shall enter into a Contract for performance of the TA. The Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 16 below, a photocopy of an English language version of the signed Contract or a final negotiated draft version of the Contract. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the Contract.

(2) Amendments and Assignments

The Grantee or the Contractor may submit any proposed amendment to the Contract, including any proposed amendment to any annex thereto, or any proposed assignment of the Contract, to USTDA at the address set forth in Article 16 below. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the proposed amendment or assignment.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the Contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any Contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of U.S. Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the Contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the Contract or any subcontract, jointly or separately, without thereby incurring any

responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the Contract or any subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and the Contract or any subcontract funded by the Grant Agreement, the Grant Agreement shall control.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of USTDA Grant funds directly to the Contractor only after USTDA approves the Grantee's Contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Contract Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement (“Effective Date”) shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. Technical Assistance Schedule

(A) Technical Assistance Completion Date

The completion date for the TA, which is January 21, 2016 is the date by which the parties estimate that the TA will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (ii) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

9. USTDA Mandatory Contract Clauses

All contracts funded under this Grant Agreement shall include the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA Mandatory Contract Clauses, except for Clauses B(1), G, H, I, and S.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under this Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under this Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

(h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under this Grant Agreement will not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

13. USTDA Project Evaluation

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report, the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries will include, but not be limited to, whether the Final Report recommendations have been or will be used to implement the Project, anticipated Project implementation timeline, and likely source of financing. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for this Project during the five-year period referenced above.

14. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the TA and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement, including the selection of contractors, receipt and approval of Contract deliverables, and approval or disapproval of Contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the TA and the Grant Agreement.

15. Representation of Parties

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by its State Secretary. The parties hereto may, by written notice, designate additional representatives for all purposes under this Grant Agreement.

16. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through an electronic medium that produces a

tangible record of the transmission, such as a facsimile or e-mail message, and will be deemed duly given or sent when delivered to such party at the following:

To: Ms. Diana Voicu
State Secretary
Ministry for Information Society
Bulevardul Libertății, Nr. 14, Sector 5, Cod 050706
București România

E-Mail: Diana.voicu@msinf.ro

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357

Fax: (703) 875-4009

E-Mail: menae@ustda.gov

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 11/16/ 1001
Activity No.: 2015-21004A
Reservation No.: 2015038
Grant No.: GH201521038

17. Implementation Letters

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by this Grant Agreement. USTDA may also issue implementation letters to (i) extend the estimated completion date set forth in Article 8(A) above, or (ii) change the fiscal data set forth in Article 16 above. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by this Grant Agreement.

18. Grant Agreement Amendments

Either party may submit to the other party at any time a proposed amendment to the Grant Agreement. A Grant Agreement amendment shall be effective only if it has been signed by both parties.

19. Termination Clause

Either party may terminate this Grant Agreement by giving the other party written notice thereof. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments that may be made pursuant to Clause H of the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This article and Articles 5, 12, 13, 14, and 21 of the Grant Agreement shall survive termination of the Grant Agreement.

20. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

21. U.S. Technology and Equipment

By funding this TA, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

22. Governing Law

This Grant Agreement shall be governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of federal law, the laws of the State of New York shall apply.

23. Counterparts

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and the Government of Romania, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the United States of America

By: 

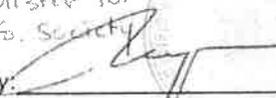
Date: 3/3/15

Witnessed:

By: _____

For the Government of Romania

Sorin Grindeanu
Minister for
Info. Security

By: 

Date: 2/27/2015

Witnessed:

By: _____

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Contract Clauses

DIANA MARIELISSA VOICU

Secretar de Stat



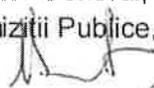
Carmen Elian

Director General,
Direcția Generală Societatea Informațională



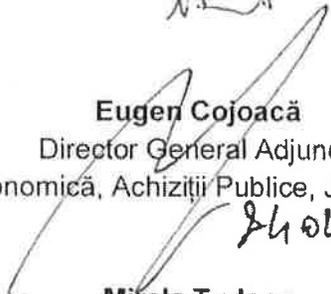
Mihaela Carmen Dăneț

Director General,
Direcția Generală Economică, Achiziții Publice, Juridică și Resurse Umane;



Eugen Cojoacă

Director General Adjunct,
Direcția Generală Economică, Achiziții Publice, Juridică și Resurse Umane;



Mirela Tudose

Șef Serviciu
Serviciul Juridic și Contencios Administrativ;



Andreea Bucheanu

Consilier
Serviciul Juridic și Contencios Administrativ;



Andreea Solomon

Consilier Superior,
Direcția Generală Societatea Informațională

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this Contract acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency (“USTDA”) under the Grant Agreement between the Government of the United States of America acting through USTDA and The Government of Romania acting through the Ministry for Information Society (“Client”), dated _____ (“Grant Agreement”). The Client has selected _____ (“Contractor”) to perform the technical assistance (“Technical Assistance” or “TA”) for the Romanian Government Enterprise Architecture and Interoperability Framework (“Project”) in Romania (“Host Country”). The Client and the Contractor are the parties to this Contract, and they hereinafter are referred to collectively as the “Contract Parties.” Notwithstanding any other provisions of this Contract, the following USTDA Mandatory Contract Clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA Mandatory Contract Clauses, except for Clauses B(1), G, H, I, and S. In addition, in the event of any inconsistency between the Grant Agreement and the Contract or any subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

This Contract, and any amendment thereto, including any amendment to any annex thereto, and any proposed assignment of this Contract, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the Contract conforms to modifications required by USTDA during the Contract review process and the Contract has been formally approved by USTDA. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft Contract or a signed Contract to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) USTDA Not a Party to the Contract

It is understood by the Contract Parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this Contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The Contract Parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and

that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the TA and shall not be construed as making USTDA a party to the Contract. The Contract Parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any subcontract, jointly or separately; and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort, or otherwise, to the Contract Parties or the parties to any subcontract. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the Contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the period of performance of work provided for by this Contract, and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this Contract.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon Contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause G(3)(b)(iii) below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the Contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

“As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.”

(ii) For Contract performance milestone payments:

“The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA.”

(iii) For final payment:

“The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client’s approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.”

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For Contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

“The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement.”

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

“The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client.”

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted to the attention of the Finance Department at USTDA's address listed in Clause M below, or by e-mail to invoices@ustda.gov.

H. Termination

(1) Method of Termination

Either Contract Party may terminate this Contract upon giving written notice to the other party and USTDA. This notice shall be effective after either 30 days, or any other period set forth elsewhere in this Contract. Furthermore, this Contract shall terminate immediately upon notification of USTDA’s termination of the Grant Agreement or the term of availability of any funds thereunder.

(2) Ramifications of Termination

In the event that this Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for payment for the value of the work performed pursuant to the terms of this Contract. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the value of the work performed pursuant to the terms of this Contract.

(3) Survivability

Clauses B, D, G, H, N and S of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

I. USTDA Final Report

(1) Definition

“Final Report” shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such “Final Report” is described therein, “Final Report” shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

(a) One (1) complete hard copy of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) hard copy of the Final Report suitable for public distribution (“Public Version”). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) hard copy of the Public Version of the Final Report to the Commercial or Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version". The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version". The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's address, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

(g) The Client, USTDA, and the Commercial and/or Economic Section(s) of the U.S. Embassy in Host Country shall have irrevocable, worldwide, royalty-free, non-exclusive rights to use and distribute the Final Report.

J. Modifications

All changes, modifications, assignments or amendments to this Contract, including the appendices, shall be made only by written agreement by the Contract Parties hereto, subject to written USTDA approval.

K. Technical Assistance Schedule

(1) Technical Assistance Completion Date

The completion date for the TA, which is January 31, 2016 is the date by which the Contract Parties estimate that the TA will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

L. Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery. For example, the Contractor and its subcontractors shall fully comply with the

requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 et seq.). Each Contract Party agrees that it shall require that any agent or representative hired to represent it in connection with the Technical Assistance will comply with this paragraph and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357

Fax: (703) 875-4009

Fiscal Data:

Appropriation No.: 11 11/16 1001

Activity No.: 2015-21004A

Reservation No.: 2015038

Grant No.: GH201521038

N. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Client nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

O. Export Licensing

The Contractor and all subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

P. Contact Persons

The Client designates the following person as the contact person for matters concerning this Contract:

Ms. Diana Voicu
State Secretary
Ministry for Information Society
Bulevardul Libertății, Nr. 14, Sector 5, Cod 050706
București România

Phone:
E-Mail: Diana.voicu@msinf.ro

The Contractor designates the following person as the contact person for matters concerning this Contract:

Name:
Title:
Phone:
Fax:
E-Mail:

If anyone designated by a Contract Party as a contact person ceases service as a contact person at any point during the ten-year period following the date of signing of this Contract, the Contract Party that had designated that contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

Q. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for damages that are natural, probable, and reasonably foreseeable as a result of a breach of this Contract, or (ii) limit the total amount of damages recoverable to an amount less than the total amount disbursed to the Contractor pursuant to this Contract. If any clause included by the Contract Parties is inconsistent with either or both of these limitations, it shall be invalid and unenforceable to the extent of the inconsistency.

R. Arbitration

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

ANNEX 5

Annex I

Terms of Reference

Aim

This aim of this Technical Assistance (TA) is to develop standards to align and integrate ICT resources within the Romanian government and provide the necessary policy and technical recommendations to adopt a Romanian Government Enterprise Architecture and Interoperability Framework (RGEAIF) (Project). The enterprise architecture will recommend governing policies and improvements to the structure of ICT systems within the Romanian government and the interoperability framework will establish a systematic implementation process. In the direct consultation with interested parties from the public and private sector, the Contractor will conduct complete reviews of Romania's existing national ICT information flow and architecture, develop a target enterprise architecture framework, and assist the government in developing a transition architecture to adopt standards, interoperability of common applications, and cross-agency data analytics to improve government decision support systems and decision making.

The TA key activities include:

- Develop an enterprise architecture reference architecture;
- Develop national e-government software standards that will establish common, reusable software catalogs that will improve the development, productivity and quality of e-government services;
- Develop an e-government governance framework;
- Develop supporting standards for the interoperability framework considering the following:
 - Service-oriented architecture;
 - National information exchange model;
 - Governance and audit model;
 - Service provider / vendor qualification and procurement processes;
 - Disaster management and continuity of government planning;
- Propose the legal and regulatory basis for the RGEAIF;
- Develop awareness with Romanian ICT decision makers, policy bodies and private sector participants; and,
- Prepare the RGEAIF transition plan.

Task 1: Kick-Off Meeting and Information Gathering

1.1

Upon signing the contract, the Contractor shall request and the Grantee shall provide any information, documents, and other supporting materials that provide background data and information to launch the TA. Supporting materials may include all legal, policy, or standards related to ICT use within the government, existing related ICT interoperability, standardization, enterprise architecture, or other RGEAIF-related initiatives. The Contractor shall review all provided materials and develop preliminary questions, areas for further discussion and a list of suggested organizations and stakeholders for in-country meetings. The organizations and stakeholders may include but are not limited to:

- Ministry for Information Society (MIS);
- National Authority for Management and Regulation in Romania (ANCOM);
- CIO Council (or senior ICT Representatives from selected ministries or agencies);
- ICT Managers for cross-agency or common government applications (geographic information systems, meteorological, etc.);
- Multilateral and regional financing institutions (World Bank, U.N. Development Program, European Bank for Reconstruction and Development, European Commission);
- U.S. private industry representatives;
- Industry ICT Associations; and
- AmCham of Romania.

1.2

The Contractor and Grantee shall conduct an initial kick-off meeting by phone to review Contractor questions and to confirm recommended in-country meetings with participating organizations.

1.3

Proceeding the initial kick-off meeting by phone, the Contractor shall prepare an Enterprise Architecture and Interoperability Framework Readiness Assessment which shall be used to survey representatives from a cross-section of at least 25 organizations including government ministries, agencies, private industry, and potential stakeholders whom would be either impacted by, or involved in, transition to a national enterprise architecture. In addition, the Contractor shall research and identify the current needs and expectations of the modern digital citizen in Romania.

The Enterprise Architecture and Interoperability Readiness Assessment shall include survey questions in the following categories:

- Organization usage information, such as number of task-based workers, knowledge workers, power users, computer-aided design (CAD) and graphics;

- Current cross-organizational data sharing or integration;
- Concerns or cultural barriers to interoperability, including security and data ownership;
- Pre-existing enterprise architecture and interoperability knowledge;
- Potential impact of an enterprise architecture and interoperability framework upon that organization's work or goals; and,
- Perspective on the weaknesses and challenges regarding the current e-government system.

Prior to scheduling in-country kick-off meetings to conduct the surveys, the Contractor shall submit the Enterprise Architecture Interoperability Readiness Assessment survey, receive comments from the Grantee, and finalize the survey and the in-country meeting schedule.

1.4

The Contractor shall review other national enterprise architecture frameworks (NEAS) and government interoperability frameworks (GIFs), with an emphasis on other European Union national NEFs and GIFs to ensure consideration of best-practices and compliance with regional regulatory requirements and standards.

1.5

The Contractor shall travel to Romania to conduct an in country kick-off meeting with the Grantee to discuss the TA tasks, task completion schedule, work plan, approach for performing the Terms of Reference and any other TA issues.

1.6

Following the in-country kick-off meeting with the Grantee, the Contractor shall conduct meetings with the 25 pre-determined organizations and stakeholders and use the survey as a verbal guide for all meetings. The Contractor shall share the survey with all interested parties but shall not rely upon e-mail or written communications as a method for obtaining information, concerns and insights from identified stakeholders. All surveys must be conducted in person. The Contractor shall verbally collect all stakeholder comments and prepare a comprehensive summary of key points, challenges, and action items regarding developing the RGEAIF.

Task 1 Deliverable:

The Contractor shall submit a report providing all of the findings, analysis and conclusions from Task 1.

Task 2: Prepare Romanian Government Interoperability Framework (RGEAIF) Specifications

The Contractor shall research background information related to technical and institutional aspects of the RGEAIF. This research shall focus on Romania's underlying ICT infrastructure, technologies, and systems. This may include research related to existing interoperability, enterprise architecture, policies / regulations, and Romanian organizations operating or supporting common cross-organizational applications and databases.

In preparing the RGEAIF specifications, the Contractor shall clearly outline the Grantee's objectives, then organize objectives into an actionable technical design specification, including but not limited to the following:

- Romanian institutional requirements for developing a legal framework for enterprise architecture and interoperability;
- Technical requirements and reference materials related to common protocols, data formats, government enterprise service, and web services;
- Inventory of existing and candidate common applications, databases, and open datasets;
- Requirement for participation or compliance with the European Union "European Interoperability Architecture (EIA)"; and
- Supporting standards for RGEAIF.

The Contractor shall convene a meeting with the Grantee and key stakeholders to review the result of surveys (Task 1), obtain any additional inputs or concerns, discuss the need for enterprise architecture, and the benefits of a government interoperability framework. Stakeholder concerns, recommendations, and "buy-in" will be documented, allowing the Contractor to proceed in development of the RGEAIF (Task 8).

Task 2 Deliverable

The Contractor shall provide a report that details the technical specifications required for the RGEAIF and related findings, analysis and conclusions from Task 2.

Task 3: Economic Analysis

The Contractor shall evaluate economic drivers supporting the decision to implement a RGEAIF. The Contractor shall describe, and quantify when possible, the economic impacts of improved citizen government interaction that flow from an integrated and connected government. The Contractor shall evaluate economic benefits that arise from a single site (people within teams and between teams in one, single-site organization); multi-site (people within teams and between teams in multi-site organizations), regional or provincial (people, teams and organizations in one region or province), and national (people, teams, organizations and regions or provinces in Romania) collaboration. The Contractor shall consider, but not limit the evaluation to:

- Impact of the RGEAIF upon Romania's productivity and/or GDP;
- Impact of the RGEAIF upon Government of Romania's anticipated ICT project investments;
- Benefits from improved data quality increased agility to expedite bureaucratic processes;
- Decreased citizen travel (to handle government-related transactions);
- Workplace modernization: productivity, efficiency and transparency; and,
- Impact on all the government sectors including but not limited to education, health, culture, social inclusion, administration, transport, land & custom, defense, justice, and business environment.

Task 3 Deliverable

The Contractor shall provide an Economic Analysis Report providing all of the findings, analysis and conclusions from Task 3.

Task 4: Preliminary Environmental Impact Assessment

The Contractor shall assess the project's environmental impact, as well as the project's environmental compliance, with reference to local requirements and those of regional funding sources, such as the European Commission, and multilateral development banks, such as the World Bank.

The Contractor shall consider the potential impact of the RGEAIF in terms of reduced duplication of data, applications, and supporting infrastructure (e.g. cost of power for servers, storage). As the RGEAIF may depend on and promote the use of cloud computing, it is expected the RGEAIF will also help accelerate transition to shared ICT environments and decommissioning of all, or part of individual ministry and agency data centers or server rooms. The Contractor shall assess the project impact of new technology installations on the environment.

The Contractor shall consider how project implementation can generate direct positive environmental impacts and provide a recommended strategy to mitigate any identified negative impacts.

Task 4 Deliverable

The Contractor shall provide a Preliminary Environmental Impact Report providing all of the findings, analysis and conclusions from Task 4.

Task 5: Regulatory Review

The Contractor shall examine the regulatory and policy issues that would need to be addressed ahead of the RGEAIF implementation. The Contractor shall identify the potential regulatory barriers to project implementation and provide a strategy to address any projected barriers.

The RGEAIF will require either a regulation or policy for implementation. The Contractor shall research a minimum of three country “best practice” case study examples of a government enterprise architecture and interoperability frameworks to share with key regulatory organizations and stakeholders. The Contractor shall meet with key regulatory organizations and stakeholders to share best practice information and to obtain inputs.

Task 5 Deliverable

The Contractor shall provide a Regulatory Review report providing all of the findings, analysis and conclusions from Task 5.

Task 6: Development Impact Assessment

The Contractor shall analyze developmental impacts related to RGEAIF implementation. The Contractor shall focus on key factors such as infrastructure, human capacity building, technology transfer/productivity improvement, and internal / external data systems interfaces, which are intended to provide decision-makers and interested parties with a broader view of the RGEAIF’s potential effects in Romania.

The analysis shall focus on what development impact is likely if the RGEAIF is implemented according to TA recommendations. While specific focus shall be paid to the immediate impact of the Project, analysis shall also include any additional developmental benefits that may result from the RGEAIF’s implementation, including spin-off and demonstration effects. The Contractor shall identify a baseline for each assessment and the anticipated outcome(s). In terms of the key factors, the Contractor shall in particular examine the following:

- Infrastructure Development and Efficiency Gains: The Contractor shall examine and estimate infrastructure improvements in terms of capacity added, security / redundancy gained or reliability improved through implementation of data centers, cloud computing systems, or other storage infrastructure. The Contractor shall detail benefits of data consolidation, elimination of duplicate applications, servers, and storage.
- Promoting Safety and Security: The Contractor shall assess the extent to which interoperability will introduce additional data standards, including security standards,

providing a common national ICT standardization model for data, and the reuse and sharing of data among both internal and external agencies. The Contractor shall assess the potential for RGEAIF supporting better government decision support (DSS), with a focus on how the enhanced DSS will help Romania respond more quickly, and effectively to events which impact the country, including natural and man-made disasters, civil unrest, and national integrity. The Contractor shall assess how individual safety and security are impacted if citizens conduct tasks via reliable and secure interconnected information and communications technologies and do not travel to share documents or information.

- Technology Transfer and Productivity Improvement: The Contractor shall assess the extent to which the introduction of advanced enterprise architecture and interoperability standards, and improvement of processes that stimulate greater decision support, would be introduced as a result of the Project. For example, the Contractor shall estimate the potential effects of improved data access and reuse on national productivity.
- Promoting Effective Markets and Governance: The Grantee shall provide and the Contractor shall review Romania's National Strategy for Digital Agenda (September 2014). Contractor shall develop a matrix that identifies how a RGEAIF and national e-government software standards supports relationships between government engagement and citizens, and relative to the existing framework of life events that are outlined in the National Strategy for Digital Agenda. The Contractor shall ensure that the matrix focuses upon the major steps in the life of any citizen and business in the next 10 years, including but not limited to cost and time reduction, real-time availability of desired e-service, single point of contact and institutional interoperability, and open and accessible information through trusted systems.
- Promoting Effective Markets and Governance: The Contractor shall assess how accessibility to government information and services via electronic methods can increase efficiency, capacity, output / input processes and / or citizen engagement with government. For example, the Contractor shall assess how designing public services that are optimized to deliver services throughout differing electronic devices and channels increases citizen engagement.
- Human Capacity Building: The Contractor shall estimate the number of temporary and permanent new job opportunities, and sustained employment which may result from Project implementation, if any. In addition, the Contractor shall analyze any advanced training needs for Grantee personnel, including recurring training. The RGEAIF will open the potential for considerable software development and integration for domestic engineers and enterprise architects.
- Other / Multiplier Effects: The Contractor shall examine any other developmental benefits derived from the Project such as the positive effects such as software development industry expansion. The Contractor shall review and assess additional secondary impact the RGEAIF will have on inefficient power distribution systems currently employed, impact on energy use, transportation, and citizen quality of life. As

the RGEAIF will also accelerate adoption of cloud computing and centralized ICT resource consumption, individual ministries and agencies will have greater incentive to decommission individual data centers and computer rooms, reducing the burden on inefficient power usage and distribution.

Task 6 Deliverable

The Contractor shall submit a Development Impact Assessment Report providing all of the findings, analysis and conclusions from Task 6.

Task 7: U.S. Sources of Supply

The Contractor shall identify U.S. sources of supply for all goods and services immediately required to implement the RGEAIF. The Contractor shall provide detailed information about the prospective U.S. exporters, potential goods and services, and how U.S. exporters could participate in project implementation. This export potential will include U.S. software companies, enterprise architecture / interoperability consultants and integrators.

The Contractor shall prepare a short project summary and any available information regarding the project opportunities that a RGEAIF should stimulate, and share this information in written form with the identified U.S. sources of supply. The project summaries shall describe the type of project(s), the project beneficiaries, project implementer, anticipated project scale and / or funding, and projected timeline for any bids and / or project implementation(s).

Task 7 Deliverable

The Contractor shall provide a U.S. Sources of Supply Report providing all of the findings, analysis and conclusions from Task 7.

Task 8: Prepare the RGEAIF

The Contractor shall develop the RGEAIF based on data collected from Task 1-7. The RGEAIF shall establish a guide for implementing interoperability, inclusion of enterprise architecture and requirements for cross-Ministry information reuse, sharing, and integration.

The RGEAIF shall reference a holistic government enterprise architecture approach to developing the framework. The RGEAIF shall include the following structural principles within the structure and context of an overall government enterprise architecture:

- Interoperability of data and applications;
- Scalability;
- Reusability of data sets and application programming interfaces;
- Openness, compatible with other e-Government and Open Data Initiatives including electronic identification;

- Broad commercial market support;
- Security;
- Alignment with Romanian national policies;
- Supporting Romanian, European, or when not available other internationally accepted ICT, enterprise architecture, and governance standards;
- Cost efficiency; and
- Vender independency.

Components of the RGEAIF should include detailed guidance within the following categories:

1. Policies;
2. Governance;
3. Architecture methodologies, principles, standards;
4. Organizational interoperability;
5. Information and semantic interoperability; and,
6. Technical interoperability.

The Contractor shall work with the Grantee to review and finalize the RGEAIF for compliance with national objectives, law, and policy, and additional stakeholder buy-in. This shall include scheduled stakeholder reviews, collaboration, and conducting a one-day stakeholder seminar or workshop to review the RGEAIF.

The Contractor shall prepare the RGEAIF in compliance with the Grantee's requirements and objectives. The Contractor shall include any staffing and training needs that must be addressed as part of the RGEAIF process, including recommendations for training or certification as needed to ensure Grantee and stakeholder agencies are prepared to implement the RGEAIF.

Task 8 Deliverable

The Contractor shall provide RGEAIF report providing all of the findings, analysis and conclusions from Task 8.

Task 9: RGEAIF Design and Release Process

The Contractor shall prepare a timeline and dedicated tasks to prepare the Grantee for the RGEAIF design and release process.

The RGEAIF design and release process may include, but is not limited to:

1. Draft an outline of the RGEAIF, including principles, definitions, and goals;
2. Release initial RGEAIF project documentation for the Grantee and stakeholder review;

3. Solicit input from the Grantee and stakeholders, experts, and industry on outline completeness, applicability, and suitability for government agencies;
4. Draft RGEAIF with stakeholder inputs, including objectives, organizational context, and technical requirements, and governance structure;
5. Draft national policy or regulatory basis for RGEAIF in coordination with the Grantee and the regulator;
6. Submit RGEAIF for approval; and
7. Release RGEAIF for policy use.

It is necessary to develop an adaptable RGEAIF to accommodate eventual changes in technology, organization and government. This should be considered a document that will allow revision and adaptation at routine or scheduled intervals or iterations.

Task 9 Deliverable

The Contractor shall provide a report providing all of the findings, analysis and conclusions from Task 9.

Task 10: Final Report

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report") in accordance with Clause I of Annex II. The Contractor shall ensure that the front cover of every Final Report contains the name and logo of the Grantee. The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall include an executive summary discussing the project, the key findings of the Technical Assistance, and the recommendations for further development of project, to be included in the Final Report. In addition to the copies of the Report that shall be provided to USTDA, the Contractor shall provide six (6) copies of the public version of the Final Report and six (6) copies of the Confidential Version to the Grantee. The Contractor shall ensure that the label affixed to the front of the CD-ROM also contains the name and logo of the Grantee.

ANNEX 6



USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

U.S. Firm Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [<i>To be completed by USTDA</i>]							
Activity Type [<i>To be completed by USTDA</i>]		Feasibility Study		Technical Assistance		Other (specify)	
Activity Title [<i>To be completed by USTDA</i>]							
Full Legal Name of U.S. Firm							
Business Address (street address only)							
Telephone		Fax		Website			
Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.							
Type of Ownership		Publicly Traded Company					
		Private Company					
		Other (please specify)					
Please provide a list of directors and principal officers as detailed in Attachment A. Attached? (Not Applicable for U.S. Publicly Traded Company)						Yes	
If Private Company or Other (if applicable), provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in U.S. Firm, please complete Attachment B.							
Is the U.S. Firm a wholly-owned or partially owned subsidiary?		Yes					
		No					
If so, please provide the name of the U.S. Firm's parent company(ies). In addition, for any parent identified, please complete Attachment B.							
Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?		Yes					
		No					
If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?		Yes					
		Not applicable					
Project Manager							
Name		Surname					
		Given Name					
Address							
Telephone							
Fax							
Email							
Negotiation Prerequisites							
Discuss any current or anticipated commitments which may impact the ability of the U.S. Firm or its subcontractors to complete the Activity as proposed and reflect such impact within the project schedule.							
Identify any specific information which is needed from the Grantee before commencing negotiations.							

U.S. Firm may attach additional sheets, as necessary.

U.S. Firm's Representations

U.S. Firm shall certify to the following (or provide an explanation as to why any representation cannot be made):

1. U.S. Firm is a [check one] Corporation LLC Partnership Sole Proprietor Other: .
 duly organized, validly existing and in good standing under the laws of the State of: .
 The U.S. Firm has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the USTDA Activity. The U.S. Firm is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The U.S. Firm has included herewith, a copy of its Articles of Incorporation (or equivalent charter or document issued by a designated authority in accordance with applicable laws that provides information and authentication regarding the legal status of an entity) and a Certificate of Good Standing (or equivalent document) issued within 1 month of the date of signature below by the State of: .
 The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change in its status in the state in which it is incorporated. USTDA retains the right to request an updated certificate of good standing. **(U.S. publicly traded companies need not include Articles of Incorporation or Good Standing Certificate)**
3. Neither the U.S. Firm nor any of its directors and principal officers have, within the ten-year period preceding the submission of this proposal, 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 federal, state or local government 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 or state criminal tax laws, or receiving stolen property.
4. Neither the U.S. Firm, nor any of its directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the U.S. Firm. The U.S. Firm, has not, within the three-year period preceding the submission of this proposal, been notified of any delinquent federal or state taxes in an amount that exceeds US\$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The U.S. Firm has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself of its debts under any bankruptcy, insolvency or other similar law. The U.S. Firm has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The U.S. Firm certifies that it complies with USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The U.S. Firm shall notify USTDA if any of the representations are no longer true and correct.

U.S. Firm certifies that the information provided in this form is true and correct. U.S. Firm understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the U.S. Firm.

Name		Signature	
Title			
Full Legal Name of U.S. Firm		Date	



ATTACHMENT B

USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

U.S. Firm Information Form – Shareholder(s) and Parent Company(ies)

If applicable, U.S. Firm provided a list of shareholders and the percentage of their ownership. This form shall be completed for each shareholder that owns 15% or more shares in U.S. Firm, as well as any parent corporation of the U.S. Firm (“Shareholder”). In addition, this form shall be completed for each shareholder identified in Attachment B that owns 15% or more shares in any Shareholder, as well as any parent identified in Attachment B.

USTDA Activity Number [To be completed by USTDA]	
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Activity Title [To be completed by USTDA]	
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Full Legal Name of U.S. Firm	
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Full Legal Name of Shareholder	
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Business Address of Shareholder (street address only)	
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Telephone number		Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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Country of Shareholder’s Principal Place of Business	
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Please provide a list of directors and principal officers as detailed in Attachment A. Attached?	Yes
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Type of Ownership	Publicly Traded Company
	Private Company
	Other

If applicable, provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in Shareholder, please complete Attachment B.	
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Is the Shareholder a wholly-owned or partially owned subsidiary?	Yes
	No

If so, please provide the name of the Shareholder’s parent(s). In addition, for any parent identified, please complete Attachment B.	
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Shareholder may attach additional sheets, as necessary.



ATTACHMENT C

USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

Subcontractor Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [*To be completed by USTDA*]

Activity Title [*To be completed by USTDA*]

Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")

Full Legal Name of Subcontractor

Business Address of Subcontractor (street address only)

Telephone Number

Fax Number

Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.

Subcontractor Point of Contact

Name	Surname	
	Given Name	

Address

Telephone

Fax

Email

Subcontractor's Representations

Subcontractor shall provide the following (or any explanation as to why any representation cannot be made), made as of the date of the proposal:

1. Subcontractor is a <i>[check one]</i>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
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duly organized, validly existing and in good standing under the laws of: .

2. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the U.S. Firm is selected, to execute and deliver a subcontract to the U.S. Firm for the performance of the USTDA Activity and to perform the USTDA Activity. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
3. Neither the subcontractor nor any of its directors and principal officers have, within the ten-year period preceding the submission of the Offeror's proposal, 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 federal, state or local government 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 or state criminal tax laws, or receiving stolen property.
4. Neither the subcontractor, nor any of its directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
6. The Subcontractor certifies that it complies with the USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The Subcontractor commits to notify USTDA, the Contractor, and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The selected Subcontractor shall notify the U.S. Firm, Grantee and USTDA if any of the representations included in its proposal are no longer true and correct.

Subcontractor certifies that the information provided in this form is true and correct. Subcontractor understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the Subcontractor.

Name	<input type="text"/>	Signature	<input type="text"/>
Title	<input type="text"/>		
Full Legal Name of Subcontractor	<input type="text"/>	Date	<input type="text"/>