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**REQUEST FOR PROPOSAL (RFP)**

**(For Low-Valued Services)**

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| NAME & ADDRESS OF FIRM | DATE: July 6, 2018 |
| REFERENCE: Consolidation of Territorial and Administrative Reform – STAR 2 |

Dear Sir / Madam:

We kindly request you to submit your Proposal for “**Development of unified standard user-friendly websites for Albanian Municipalities.”**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **July 26, 2018, at 14:00**, via courier mail or hand delivery to the address below:

**United Nations Development Programme**

***Str. “Skenderbej” Gurten Center, 2nd floor, Tirana, Albania***

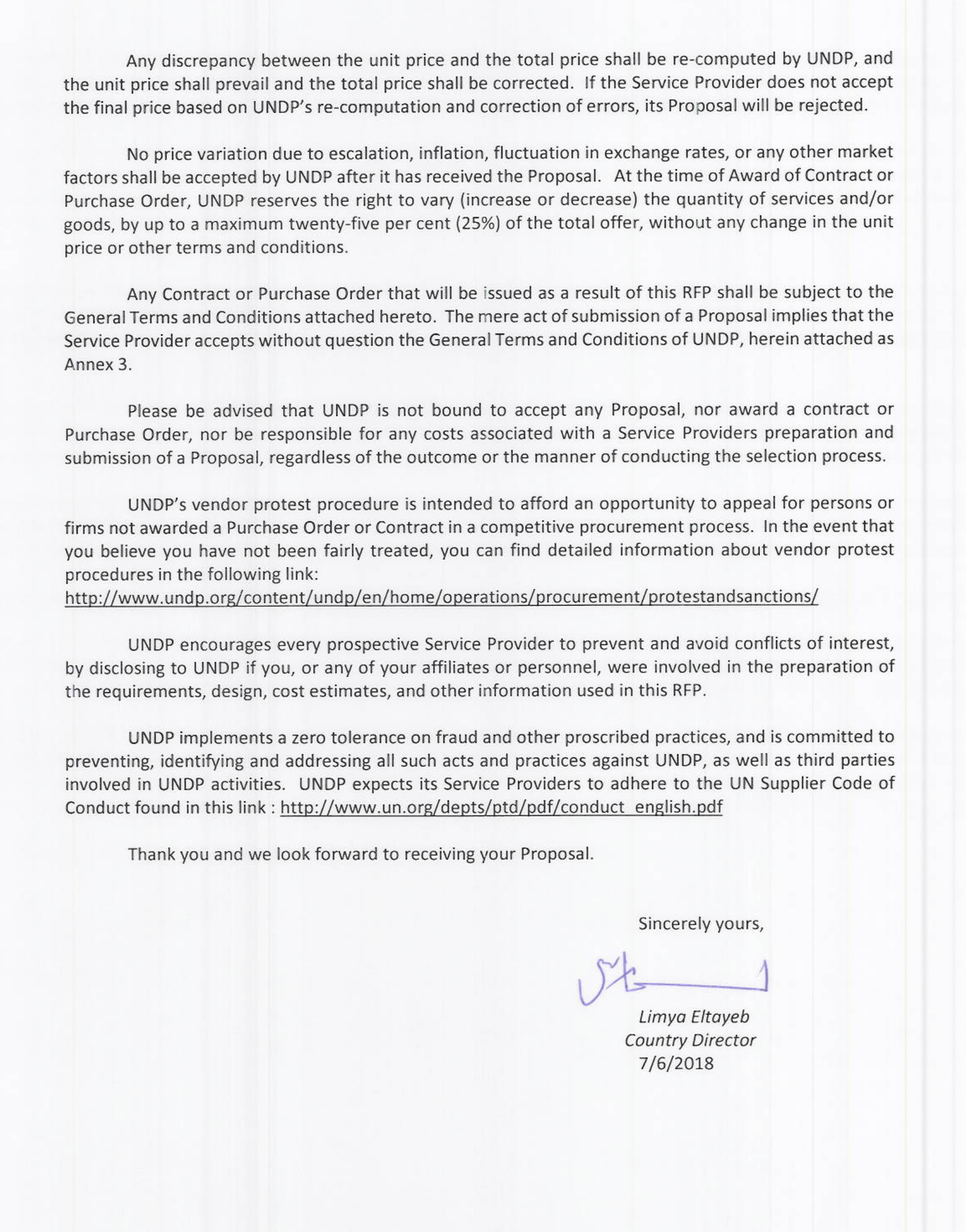
***UNDP Procurement Team***

Your Proposal must be expressed in the English, and valid for a minimum period of one hundred and twenty days (120).

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.



**Annex 1**

**Description of Requirements**

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| Context of the Requirement | The local government system in Albania is going through a series of structural and institutional reforms. These reforms began at the end of 2013 with the aim of reorganization of local governments in the territory, which resulted in a profound reduction of the number of LGUs from 373 to only 61. Several policy developments of key relevance to strengthening the local government institution and local governance in general have followed suit intensively in the last years.  The aim of the territorial and administrative reform was to transform the quality of local governance, enabling local public institutions to operate with greater human and financial resources in larger territories that allow for efficiency and economies of scale. The undertaking of the territorial reform was intended as a basis for further administrative and fiscal decentralization and the modernization of public administration in general.  The wider framework for the above reform also evolved and encouraged such changes. In February 2014, a new Law on Civil Service became effective. As per the Law, the scope of the civil service broadened to include several categories of employment at local government level, bringing the number of employees enjoying civil servant status to about 20,000 (local governments accounting for about 5,000) starting from April 2014.  In June 2014, Albania was granted the EU candidate status, an important landmark towards EU membership, although advancing along the membership process remains conditional on further results to “intensify anti-corruption efforts and implement its anti-corruption strategy and action plan, to advance the reform of the public administration and the judiciary, the fight against organized crime and corruption, the protection of human rights and anti-discrimination policies including in the area of minorities and their equal treatment”.  The law “On the territorial and administrative division of the local government units in the Republic of Albania”, adopted by the Albanian Parliament in July 2014 and effective in December 2014, paved the way for the organization of local elections of June 2015 based on a new organizational structure of 61 local governments. Since June 2015, the local government in Albania operates through 61 municipalities, which have assumed the responsibilities and challenges of managing local public matters.  In April 2015, the Public Administration Reform Strategy 2015-2020 and the Strategy for Anti-Corruption 2015-2020 were adopted. The PAR Strategy identifies several key challenges in reforming the public administration, which relate to sustainability and de-politicization, effective control mechanisms, strict implementation of the Civil Service Law and transparent recruitment procedures, enhancement of the quality of services delivered to citizens, use of information technology in service delivery, and fight against corruption. Of relevance, the Strategy calls for capacity building through in-depth and continuous training of civil servants of local public administrations, especially in improving managerial and leadership skills, establishment of performance management and monitoring systems for local governments, and the adoption of ICT technology for delivering administrative services at the local level also through the introduction of the concept of “one-stop-shops”.  Albania’s Anticorruption Strategy 2015-2020 gives special considerations for the implementation of the Strategy at the local level with an emphasis on increasing the adoption of systems that discourage corrupt practices and promote transparence (easing service provision procedures and establishment of one-stop-shop facilities, publishing of financial data, improved financial management and reporting and establishment of service delivery and monitoring mechanisms)  A new Crosscutting Strategy on Decentralization and Local Governance 2015-2020 was adopted in July 2015, and represents the government's vision for strengthening local governance and local democracy through (i) improving the overall efficiency of local government structures, (ii) strengthen local fiscal capacities, (iii) fostering sustainable local development, and (iv) deepening good governance and local democracy through participation, civic engagement and the creation of community structures for dialogue and consultation in decision-making.  A new Law on Local Self Governance (Organic Law), was adopted in December 2015, as part of the Decentralization Strategy Action Plan. The Organic Law provides the new framework for local government operations, in line with the government strategic vision for furthering decentralization and within the new context of the post administrative and territorial reform. The Law introduces several novelties regarding the definition of local government functions, decentralization of new competencies to the local level, the roles and competencies of the elected and executive levels in the new municipal structures, new requirements on service provision and the necessity to apply service standards. It dedicates a comprehensive chapter to transparency, consultation and participation of citizens.  In September 2014, the Albanian Parliament adopted the new Freedom of Information Law (FIL), which entered force on November 1, 2014. Under the new law provisions, every public authority (municipalities included) is obliged to designate a Coordinator for the Right to Information whose task will be to supervise the authority’s responses to information requests. The FIL is fully applicable to the local level and its implementation is a critical element of transparency.  In October 2014, the Albanian Parliament approved the Law 146/2014 "On the notification & public consultations”, a first direct legal instrument for stakeholders and the public to partake and influence decision making. Consultations are obligatory when central/ local norms / documents / strategies of relative importance are to be enacted. The law provides for raising complaints when interested stakeholders are not consulted. When it comes to the decision-making at the local level, there are three distinct phases of crucial importance and obligation regarding consultations: 1) pre-consultation on decisions, 2) open meetings ensuring public participation, 3) announcement or public display of municipal decisions and other related acts. The implementation of this Law directly contributes to the level of accountability of local public offices.  Within the above framework, since June 2015, the local government institution is composed of 61 municipalities and 323 administrative units, with an average of 46,000 inhabitants for municipality. Along this period, each municipality has engaged in reorganization and consolidation of its structures and staff, including for absorption of the new transferred competencies/functions. |
| Implementing Partner of UNDP | Ministry of Interior |
| Brief Description of the Required Services[[1]](#footnote-1) | The new administrative and territorial reform has made the administration of the territory - now a larger unit of urban, suburban and rural areas - a more challenging task. The larger and more complex municipal territories are now managed through a municipality center and several administrative units, the latter established in the locations of former merged LGUs. The implementation of the principle of subsidiarity, transparency and accountability, participation and inclusiveness, and ethics and integrity as core elements of democratic local government has become critical for an effective local governance. Along with strengthening the efficiency of the new LGUs, the responsiveness and transparency of the new local administrations to citizens’ wherever they reside and the necessity for innovation and simplification of access to information is now a necessity.  As an integral part of this necessity, the development of a unified standard user friendly Web Portal for the Albanian Municipalities is one of the actions directly contributing to increased local government efficiency, transparency, improved communication and interaction with of each of their administrative units.  When transparency, accountability and integrity are put at the heart of local governance systems the risks of corruption are reduced. Citizens can participate in and influence policy design and implementation, and hold local officials to account for their decisions. Local government officials act effectively in the public interest and are open about their activities and take responsibility for them.  Specific measures, actions, and responsibilities of local government are foreseen in the policy and legal framework in place such as the National Cross-cutting Strategy on Decentralization and Local Governance, the National Cross-cutting Strategy against Corruption as well as in the Organic Law/ Law on Local Self Governance, the Law on the Right to Information and the Law on Public Consultation and Participation.  Designing a user-friendly model of web page for the local government with standard content which fulfills the legal requirements, easy readable and understandable from different audiences in terms of education, age and interests, is among the abovementioned obligations.  More than 70% of Albanian Municipalities have a web page designed individually trying to meet the legal requirements. Even though while navigating them to track the municipal acts or to find other documents the municipalities are obliged to publish it is not easy. In most of them, the information is limited, superficial, or in a form not understandable for the public. The standard model web page would address the shortfalls in providing the information in appropriate form, format, and level through the inclusion of the standard features, forms and content formats.  In addition, the municipalities that do not have a web page encounter difficulties in conceptualizing them and establishing a working practice of maintenance and update.  Considering the situation, it remains crucial to develop a standard model web page with minimum standard requirements in terms of content and organization of information which is obligatory to be public, with interactive features, which ensures also feedback from the visitors. Such standard model would serve as end mechanism for the implementation of law requirements and would bring the transparency and accountability of the municipalities at closer and comparable level.  Further the small and medium municipalities need more specific assistance to adapt and make their web page functional through implementation of a work flow mechanism for its maintenance and update (including share of responsibilities and relationship between different departments of the municipality and the PR and IT as directly in charge of web page maintenance). The workflows need to be described in standard document as a good practice manual, for preparing content, engaging the audience, divulgating information in social media and ensuring transparency and information delivery.  Providing a web page model is one of the key tools paving the way to the implementation of additional key measures to ensure fulfillment of the municipal legal obligations deriving from the legislation on the Right to Information and Public Participation and Consultation.  Finally, the adaption of the model and use of the web page at the fullest options as mean of communication, transparency accountability and engagement of the municipality toward the citizens and all the interested actors requires to strengthen the capacities of the ITs and PR staff of the 61 municipalities. The model and the assets produced from this project will be as bases for capacity building activities during and after this this intervention also for other municipalities not part of the intervention. |
| List and Description of Expected Outputs to be Delivered | Within the wider framework of the STAR 2 project, which main objective is “to ensure functionality of the newly established local governments, so that local administrative and service delivery outcomes are effective, qualitative, participatory, and inclusive, and correspond to evolving decentralized competencies and responsibilities”, the specific scope of this service is to design a standard contend web page for the municipalities in compliance with legal requirements and national standard specifications. The web model is aimed to serve as a standard instrument of communication to ensure transparency, accountability and inclusiveness in the municipal activities. This standard model will combine a set of characteristics such as: **a CMS with support of network multisite *framework (accessible in full content from different devices); with main menu supported from a range of modules and submodules corresponding to the standard Model of Transparency Plan for Local Government; as well as with rich drop down menus, pop ups, and links which will ensure easy access of different levels of information for 13 municipalities with no website available or that would like to change the current web used from them.***  Following the finalisation and acceptance of the web model, it need to be adapted to the specific needs of selected municipalities. Meanwhile, with the aim to establish sustainable capacities at local level for the content production, management and maintenance, it will be delivered to the PR and IT staff of 61 municipalities.  The selection process of the municipalities is based on the factual verification of the existence of web pages for the 61 Municipalities and the confirmation of the Commissioner on the Right to Information and Protection of Personal Data identifying the municipalities that do not have a functional web page (as per the Annex 1).  The methodology to design the standard model of the web page will encompass an inception report assessing the legal framework in place relate to the Right to Information and Public Participation and Consultation as well as the guiding documents of NAIS[[2]](#footnote-2). In addition, focus of the inception should be the models available at municipal level as well as the best regional and international practices. In special consideration of the assessment will be the guidelines and instruction produced in the framework of previous project implemented from other partners such as DLDP, PLGP etc.  Web Page template models will be developed and consulted with the key partner governmental agencies, the Commissioner on the Right to Information and NAIS and most importantly with the municipalities |
| Person to Supervise the Work/Performance of the Service Provider | The Service Provider will work under the overall supervision of UNDP Albania /STAR2, to which the Service Provider will directly report, seek approval and obtain the acceptance of deliverables. Nevertheless, as STAR2 project is implemented under the direct leadership of the MI and governed by a Steering Committee, composed of international partners contributing to the pooled fund and key relevant national stakeholders, a close interaction, regarding approval and acceptance of deliverables, will be established especially with the MI. In this respect, the shaping and delivery of the various outputs should be developed in close collaboration and in full understanding with the MI/AITR but also with the Commissioner on the Right to Information. |
| Frequency of Reporting | The Service Provider will prepare and submit monthly reports on the progress related to the implementation of this activity. In addition, monthly reporting will be associated with a discussion meeting with UNDP/STAR2 PMT. |
| Progress Reporting Requirements | Written communication |
| Location of work | The Service Provider will work with 13 municipalities and their respective administrative units. Therefore, the Service Provider must make sure to access all municipalities and their respective administrative units at different times during the implementation, which calls for a well-designed plan of distribution of resources and presence in the territory. However centralized facilities to train and meet in groups in Tirana will be possible and supported by STAR2 team in order to speed up the process and reduce operational costs. |
| Expected duration of work | The implementation period of the assistance on municipality websites will be 9 months. The Service Provider will be required to deploy its capacity and implement the planned activities according to the timelines indicated in the table of activities that are part of its proposal.  The completion of the implementation phase will be followed by an additional maintenance and support phase.   |  |  | | --- | --- | | **Activity** | **Timeline** | | ASSESSMENT OF THE SITUATION | Month 0 - 1 | | DESIGN AND DEVELOPMENT | Month 3 -5 | | DEPLOYMENT | Month 5 - 7 | | TRAINING | Month 7 | | TESTING AND ACCEPTANCE | Month 7 - 8 | | MAINTENANCE AND SUPPORT CONTRACT SIGNED[[3]](#footnote-3) - HANDOVER WEBSITES | Month 8-9 | |
| Target start date | 15 August 2018 |
| Latest completion date | 15 May 2019 |
| Travels Expected | Yes |
| Special Security Requirements | Security Clearance from UN prior to travelling  Completion of UN’s Basic and Advanced Security Training  Comprehensive Travel Insurance  Others  N/A |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | Office space and facilities  Land Transportation  Others  N/A |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | Required  Not Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | Required  Not Required |
| Currency of Proposal | United States Dollars  Euro  Local Currency |
| Value Added Tax on Price Proposal[[4]](#footnote-4) | must be inclusive of VAT and other applicable indirect taxes  must be exclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals *(Counting for the last day of submission of quotes)* | 60 days  90 days  120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. |
| Partial Quotes | Not permitted  Permitted *[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]* |
| Payment Terms[[5]](#footnote-5) | UNDP shall effect payments to the Service Provider after acceptance by UNDP of the deliverables (with a prior clearance from the STAR 2 PMT), submission of the corresponding invoices submitted by the Service Provider, and in accordance with the following schedule of payments corresponding to the achievement of the indicated milestones and deliverables   1. Assessment Report – 15 % 2. Design and Development – 25% 3. Deployment – 25% 4. Training -15% 5. Testing and acceptance – 10 % 6. Maintenance and support contract signed and handover – 10% |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | STAR 2 Project Manager |
| Type of Contract to be Signed | Purchase Order  Institutional Contract  Contract for Professional Services  Long-Term Agreement[[6]](#footnote-6) *(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)*  Other Type of Contract *[pls. specify]* |
| Criteria for Contract Award | Lowest Price Quote among technically responsive offers  Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal. |
| Criteria for the Assessment of Proposal | **Technical Proposal (70%)**  Expertise of the Firm 30%  Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40%  Management Structure and Qualification of Key Personnel 30%  **Financial Proposal (30%)**  To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP. |
| UNDP will award the contract to: | One and only one Service Provider  One or more Service Providers, depending on the following factors: *[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]* |
| Annexes to this RFP[[7]](#footnote-7) | Form for Submission of Proposal (Annex 2)  General Terms and Conditions / Special Conditions (Annex 3)[[8]](#footnote-8)  Detailed TOR *[optional if this form has been accomplished comprehensively]*  Others[[9]](#footnote-9) *[pls. specify]* |
| Contact Person for Inquiries  (Written inquiries only)[[10]](#footnote-10) | UNDP Albania Procurement Unit  [procurement.al@undp.org](mailto:procurement.al@undp.org)  Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Other Information *[pls. specify]* | Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured  Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation  List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation  Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder  Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation  Trade name registration papers, if applicable  Local Government permit to locate and operate in the current location of office or factory  Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country  Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any  Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures  Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder  Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied  Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer  Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 3 years  Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 5 years  List of Bank References (Name of Bank, Location, Contact Person and Contact Details)  All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.  List of signed contracts and copies of contracts for Software Information Systems or similar IT work in the last 3 years, with an amount of at least 1,500,000 USD of total values of contracts on annual basis, with the Proposer standing as Contractor party.  Current Ratio for the last 3 years (current assets/current liabilities) > 1  Proposer’s experience for at least 7 consecutive years in providing similar services to central and public local administration and/or the private sector |

**Annex 2**

**FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL[[11]](#footnote-11)**

***(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery[[12]](#footnote-12))***

[insert: *Location]*.

[insert: *Date]*

To: [*insert: Name and Address of UNDP focal point]*

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated *[specify date]* , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

1. **Qualifications of the Service Provider**

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

1. *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
2. *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
3. *Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
4. *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
5. *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
6. *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*
7. **Proposed Methodology for the Completion of Services**

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| *The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.* |

1. **Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide:*

1. *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
2. *CVs demonstrating qualifications must be submitted if required by the RFP; and*
3. *Written confirmation from each personnel that they are available for the entire duration of the contract.*
4. **Cost Breakdown per Deliverable\***

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| --- | --- | --- | --- |
|  | **Deliverables**  ***[list them as referred to in the RFP]*** | **Percentage of Total Price *(Weight for payment)*** | **Price**  ***(Lump Sum, All Inclusive)*** |
| 1 | Deliverable 1 |  |  |
| 2 | Deliverable 2 |  |  |
| 3 | …. |  |  |
|  | Total | 100% |  |

*\*This shall be the basis of the payment tranches*

1. **Cost Breakdown by Cost Component *[This is only an Example]*:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description of Activity** | **Remuneration per Unit of Time** | **Total Period of Engagement** | **No. of Personnel** | **Total Rate** |
| **I. Personnel Services** |  |  |  |  |
| 1. Services from Home Office |  |  |  |  |
| a. Expertise 1 |  |  |  |  |
| b. Expertise 2 |  |  |  |  |
| 2. Services from Field Offices |  |  |  |  |
| a . Expertise 1 |  |  |  |  |
| b. Expertise 2 |  |  |  |  |
| 3. Services from Overseas |  |  |  |  |
| a. Expertise 1 |  |  |  |  |
| b. Expertise 2 |  |  |  |  |
| **II. Out of Pocket Expenses** |  |  |  |  |
| 1. Travel Costs |  |  |  |  |
| 2. Daily Allowance |  |  |  |  |
| 3. Communications |  |  |  |  |
| 4. Reproduction |  |  |  |  |
| 5. Equipment Lease |  |  |  |  |
| 6. Others |  |  |  |  |
| **III. Other Related Costs** |  |  |  |  |

*[Name and Signature of the Service Provider’s Authorized Person]*

*[Designation [Date]*

***Annex 3***

## General Terms and Conditions for Services

**1.0 LEGAL STATUS**:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2.0 SOURCE OF INSTRUCTIONS**:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**7.0 INDEMNIFICATION**:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,

**13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

**15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days’ notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

**16.0 SETTLEMENT OF DISPUTES**

**16.1** **Amicable Settlement**: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2** **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17.0 PRIVILEGES AND IMMUNITIES**:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

**20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

1. **AUTHORITY TO MODIFY**:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

**Annex 4**

**Terms of Reference (TOR)**

**Development of unified standard user-friendly websites for Albanian Municipalities**

[List of Acronyms 26](#_Toc517956733)

[A. INTRODUCTION 27](#_Toc517956734)

[A.1. Beneficiary Country 27](#_Toc517956735)

[A.2. Contracting Authority 27](#_Toc517956736)

[A.3. Context Background 27](#_Toc517956737)

[A.3.1. Background 27](#_Toc517956738)

[B. STAR2 Project Description 30](#_Toc517956739)

[B.1. Project Rationale And Objectives 30](#_Toc517956740)

[B.2. Context Of The Required Services 31](#_Toc517956741)

[C. SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGETS 32](#_Toc517956742)

[C1 Website Requirements 33](#_Toc517956743)

[C1.1 Functional Requirements 33](#_Toc517956744)

[C1.2 Specific Modules 42](#_Toc517956745)

[c1.3 Technical Requi rem ent s of Website 43](#_Toc517956746)

[C2 Deliverables 50](#_Toc517956747)

[C2.1 Assessment 50](#_Toc517956748)

[C2.2 Design and Development 50](#_Toc517956749)

[C2.3 Deployment 50](#_Toc517956750)

[C2.4 Training 51](#_Toc517956751)

[C2.5 Testing and Acceptance 51](#_Toc517956752)

[C2.6 Maintenance and Support 51](#_Toc517956753)

[D. Supervising authority 52](#_Toc517956754)

[E. Institutional collaboration 52](#_Toc517956755)

[F. Reporting requirements 52](#_Toc517956756)

[G. Duration of the Work 52](#_Toc517956757)

[G.1. Implementation Duration 52](#_Toc517956758)

[G.2. Estimated Lead Time For Deliverable Review 53](#_Toc517956759)

[H. Location of Work 53](#_Toc517956760)

[H.1. Geographic Coverage 53](#_Toc517956761)

[I. Qualifications of the Successful Service Provider 53](#_Toc517956762)

[I.1. Successful Service Provider Profile 53](#_Toc517956763)

[I.2. Successful Service Provider Personnel 54](#_Toc517956764)

[J. Scope of Proposal Price and Schedule of Payments 56](#_Toc517956765)

[J.1 Duration Of The Assignment 56](#_Toc517956766)

[J.2 Price And Schedule Of Payments 56](#_Toc517956767)

[Annex 1 Layout Design Samples 64](#_Toc517956768)

[Annex 2. Maintenance and Support 65](#_Toc517956769)

[Annex 1 List of Municipalities of Confirmed Municpalities 66](#_Toc517956770)

[Annex 4: Reference Legal Documents ( A,B,C,D,E) 67](#_Toc517956771)

[Annex 5: NAIS Standards for Public Administration Web Pages and e-mails ( A, B) 67](#_Toc517956772)

[Annex 6: DLDP Guidelines for the Design of Municipal Web Pages 67](#_Toc517956773)

[Annex 7: PLGP Technical Specifications for the Design of Local Governemtn Web Pages 67](#_Toc517956774)

[Annex 8: AKEP Domain Registration Form 67](#_Toc517956775)

[ANNEX 9: Standard Programme of Transparency Programme for Local Governemnt 67](#_Toc517956776)

# List of Acronyms

|  |  |
| --- | --- |
| AITR | Agency for Implementation of the Territorial Reform |
| AU | Administrative Unit |
| DCM | Council of Ministers Decision |
| ICT | Information Communication Technology |
| IT | Information Technology |
| LGU | Local Government Unit |
| MSLI | Minister of State for Local Issues |
| NAIS | National Agency of Information Society |
| NPD | National Project Director |
| NPM | National Project Manager |
| PAR | Public Administration Reform |
| CRIPPD | Commissioner on the Right to Information and Protection of Personal Data |
| PCU | Project Coordination Unit |
| COPE | Create Once, Publish Everywhere |
| CAPTCHA  IP address  RSS  WWW | Completely Automated Public Turing test to tell Computers and Humans Apart  (Internet Protocol address) A number assigned to each computer's or other device's network interface(s) which are active on a network supporting the Internet Protocol, in order to distinguish each network interface (and hence each networked device) from every other network interface anywhere on the network.  (Really Simple Syndication) is a way for web sites to summarize their content, such as news articles, to make it available in a different view.  (World Wide Web) The complete system of interlinked documents that use HTTP, residing on the internet and accessible to users via a web browser. |

# A. INTRODUCTION

## A.1. Beneficiary Country

Republic of Albania

## A.2. Contracting Authority

United Nations Development Program in Albania

## A.3. Context Background

### A.3.1. Background

The local government system in Albania is going through a series of structural and institutional reforms. These reforms began at the end of 2013 with the aim of reorganization of local governments in the territory, which resulted in a profound reduction of the number of LGUs from 373 to only 61. Several policy developments of key relevance to strengthening the local government institution and local governance in general have followed suit intensively in the last years.

The aim of the territorial and administrative reform was to transform the quality of local governance, enabling local public institutions to operate with greater human and financial resources in larger territories that allow for efficiency and economies of scale. The undertaking of the territorial reform was intended as a basis for further administrative and fiscal decentralization and the modernization of public administration in general.

The wider framework for the above reform also evolved and encouraged such changes. In February 2014, a new Law on Civil Service became effective. As per the Law, the scope of the civil service broadened to include several categories of employment at local government level, bringing the number of employees enjoying civil servant status to about 20,000 (local governments accounting for about 5,000) starting from April 2014.

In June 2014, Albania was granted the EU candidate status, an important landmark towards EU membership, although advancing along the membership process remains conditional on further results to “intensify anti-corruption efforts and implement its anti-corruption strategy and action plan, to advance the reform of the public administration and the judiciary, the fight against organized crime and corruption, the protection of human rights and anti-discrimination policies including in the area of minorities and their equal treatment”.

The law “On the territorial and administrative division of the local government units in the Republic of Albania”, adopted by the Albanian Parliament in July 2014 and effective in December 2014, paved the way for the organization of local elections of June 2015 based on a new organizational structure of 61 local governments. Since June 2015, the local government in Albania operates through 61 municipalities, which have assumed the responsibilities and challenges of managing local public matters.

In April 2015, the Public Administration Reform Strategy 2015-2020 and the Strategy for Anti-Corruption 2015-2020 were adopted. The PAR Strategy identifies several key challenges in reforming the public administration, which relate to sustainability and de-politicization, effective control mechanisms, strict implementation of the Civil Service Law and transparent recruitment procedures, enhancement of the quality of services delivered to citizens, use of information technology in service delivery, and fight against corruption. Of relevance, the Strategy calls for capacity building through in-depth and continuous training of civil servants of local public administrations, especially in improving managerial and leadership skills, establishment of performance management and monitoring systems for local governments, and the adoption of ICT technology for delivering administrative services at the local level also through the introduction of the concept of “one-stop-shops”.

Albania’s Anticorruption Strategy 2015-2020 gives special considerations for the implementation of the Strategy at the local level with an emphasis on increasing the adoption of systems that discourage corrupt practices and promote transparence (easing service provision procedures and establishment of one-stop-shop facilities, publishing of financial data, improved financial management and reporting and establishment of service delivery and monitoring mechanisms)

A new Crosscutting Strategy on Decentralization and Local Governance 2015-2020 was adopted in July 2015, and represents the government's vision for strengthening local governance and local democracy through (i) improving the overall efficiency of local government structures, (ii) strengthen local fiscal capacities, (iii) fostering sustainable local development, and (iv) deepening good governance and local democracy through participation, civic engagement and the creation of community structures for dialogue and consultation in decision-making.

A new Law on Local Self Governance (Organic Law), was adopted in December 2015, as part of the Decentralization Strategy Action Plan. The Organic Law provides the new framework for local government operations, in line with the government strategic vision for furthering decentralization and within the new context of the post administrative and territorial reform. The Law introduces several novelties regarding the definition of local government functions, decentralization of new competencies to the local level, the roles and competencies of the elected and executive levels in the new municipal structures, new requirements on service provision and the necessity to apply service standards. It dedicates a comprehensive chapter to transparency, consultation and participation of citizens.

In September 2014, the Albanian Parliament adopted the new Freedom of Information Law (FIL), which entered force on November 1, 2014. Under the new law provisions, every public authority (municipalities included) is obliged to designate a Coordinator for the Right to Information whose task will be to supervise the authority’s responses to information requests. The FIL is fully applicable to the local level and its implementation is a critical element of transparency.

In October 2014, the Albanian Parliament approved the Law 146/2014 "On the notification & public consultations”, a first direct legal instrument for stakeholders and the public to partake and influence decision making. Consultations are obligatory when central/ local norms / documents / strategies of relative importance are to be enacted. The law provides for raising complaints when interested stakeholders are not consulted. When it comes to the decision-making at the local level, there are three distinct phases of crucial importance and obligation regarding consultations: 1) pre-consultation on decisions, 2) open meetings ensuring public participation, 3) announcement or public display of municipal decisions and other related acts. The implementation of this Law directly contributes to the level of accountability of local public offices.

Within the above framework, since June 2015, the local government institution is composed of 61 municipalities and 323 administrative units, with an average of 46,000 inhabitants for municipality. Along this period, each municipality has engaged in reorganization and consolidation of its structures and staff, including for absorption of the new transferred competencies/functions.

#### A.3.2. International partners’ support and the STAR projects

The above reforms have led to increasing engagement of the international community and the development of several programs of assistance to provide support along the reform cycles from design to implementation. For instance, USAID has been leading in the policy area the formulation of the national Strategy on Decentralization and Local Governance and the new Organic Law on Local Government, following the structural changes brought about by the territorial and administrative reform. USAID is also the most active international player in the area of fiscal decentralization, in support to the Government commitment to reforming this sector. Swiss SDC has been supporting LGUs in northern Albania since 2006 with a focus on strategic planning and budgeting, public finance management, improvement of public services with a focus on urban waste management, and e-governance (one-stop-shops). The Italian Cooperation is active in promoting partnerships between LGUs and Italian civil society organizations through grant schemes for community development infrastructures.

However, along their individual programs, key international partners joined in a pooled fund in support to the government territorial and administrative reform. The pooled fund was structured as a UNDP project known as STAR (Support to Territorial-Administrative Reform). It commenced in late 2013, almost simultaneously with the official launch of the reform.

STAR project helped design and implement the reform through provision of expertise and resources, including development of possible options for consolidation of municipalities, nationwide public consultations, inventorying of former local governments assets and liabilities as well as guiding the new Municipalities in the post-election period amalgamation and transition processes. The STAR project was instrumental throughout the implementation of the reform and it contributed directly to the reform results. STAR project ended in June 2016, and a new successor STAR2 was launched in July 2016, with a projected project life until end 2019.

The present STAR2 project is developed in continuity of the results of its predecessor STAR as well as in complementarity with the assistance of various partners for strengthening the institutional and administrative capacities at local level. In full account of these considerations, STAR2 project will have a national coverage and benefit all 61 municipalities, with its assistance designed to unfold along three main components:

1. Strengthening institutional and administrative capacities of municipalities;
2. Improving service delivery at municipal level;
3. Increasing good governance through citizen oriented and meaningful participatory decision-making.

# B. STAR2 Project Description

## B.1. Project Rationale And Objectives

STAR2 was developed as a collaborative effort of international partners - EU, Italy/Italian Cooperation, Sweden/Sida, Switzerland/SDC, US/USAID and UNDP - under national leadership, to provide coherent support to the implementation of the reforms at the local level and thus assist in the further consolidation of the local governance system. Through STAR2, UNDP offers project management and implementation and help manage donor contributions for joint action within the various relevant reforms’ framework.

The project is designed to provide assistance at two levels: at the local level for systematic and inclusive capacity building for all local government administrations, and for organization of public service delivery systems for a more integrated, innovative, transparent, and accountable ways to the benefit of men, women and marginalized; and, operational and organizational support to the Minister of State institution to enable leadership and coordination of this assistance.

Through a national coverage, STAR2 project will provide support to all 61 municipalities and engage in activities along the following three main components:

1. Strengthening institutional and administrative capacities of municipalities

(Including support for the implementation at the local level of the legislation related the adoption of the Code of Administrative Procedures, local finances, municipal strategic management).

1. Improving service delivery at municipal level

(Including reorganization of service provision at the local level, establishment of service delivery monitoring parameters and targets, provision of services through one-stop-shops, reorganization of the physical archives and capacity building on archives legislation, aiming at the effective usage of the Document Management System of Archives and Protocol (DMS) installed in Local Government Units.

1. Increasing good governance through citizen oriented and meaningful participatory decision-making.

(Including support for the implementation of the legislation on public consultations, promotion of participative decision-making practices, development of transparency and accountability systems such as definition and regular publication of municipal information in the municipal websites, support for the development and adoption of public review or scrutiny mechanisms.

STAR2 third pillar, of relevance to the current Request for Proposal, envisages assistance to all 61 municipalities for the implementation of the legislation on public consultations, promotion of participative decision-making practices, development of transparency and accountability systems such as definition and regular publication of municipal information in the municipal websites, support for the development and adoption of public review or scrutiny mechanisms, support for the establishment ethics and integrity standards, etc.

## B.2. Context Of The Required Services

The new administrative and territorial reform has made the administration of the territory - now a larger unit of urban, suburban and rural areas - a more challenging task. The larger and more complex municipal territories are now managed through a municipality center and several administrative units, the latter established in the locations of former merged LGUs. The implementation of the principle of subsidiarity, transparency and accountability, participation and inclusiveness, and ethics and integrity as core elements of democratic local government has become critical for an effective local governance. Along with strengthening the efficiency of the new municipalities, the responsiveness and transparency of the new local administrations to citizens’ wherever they reside and the necessity for innovation and simplification of access to information is now a necessity.

As an integral part of this necessity, the development of unified standard user-friendly websites for the Albanian Municipalities is one of the actions directly contributing to increased local government efficiency, transparency, improved communication and interaction with of each of their administrative units.

When transparency, accountability and integrity are put at the heart of local governance systems, the risks of corruption are reduced. Citizens can participate in and influence policy design and implementation, and hold local officials to account for their decisions. Local government officials act effectively in the public interest, are open about their activities, and take responsibility for them.

Specific measures, actions, and responsibilities of local government are foreseen in the policy and legal framework in place such as the National Cross-cutting Strategy on Decentralization and Local Governance, the National Cross-cutting Strategy against Corruption as well as in the Organic Law/ Law on Local Self Governance, the Law on the Right to Information and the Law on Public Consultation and Participation.

Designing a user-friendly model of web page for the local government with standard content which fulfills the legal requirements, easy readable and understandable from different audiences in terms of education, age and interests, is among the abovementioned obligations.

More than 70% of Albanian Municipalities have a web page designed individually trying to meet the legal requirements. Even though while navigating them to track the municipal acts or to find other documents the municipalities are obliged to publish it is not easy. In most of them, the information is limited, superficial, or in a form not understandable for the public. The standard model web page would address the shortfalls in providing the information in appropriate form, format, and level through the inclusion of the standard features, forms and content formats.

In addition, the municipalities that do not have a web page, encounter difficulties in conceptualizing them and establishing a working practice of maintenance and update.

Considering the situation, it remains crucial to develop a standard model web page with minimum standard requirements in terms of content and organization of information which is obligatory to be public, with interactive features, which ensures also feedback from the visitors. Such standard model would serve as end mechanism for the implementation of law requirements and would bring the transparency and accountability of the municipalities at closer and comparable level.

Further, the small and medium municipalities need more specific assistance to adapt and make their web page functional through implementation of a workflow mechanism for its maintenance and update (including share of responsibilities and relationship between different departments of the municipality and the PR and IT as directly in charge of web page maintenance). The workflows need to be described in standard document as a good practice manual, for preparing content, engaging the audience, divulgating information in social media and ensuring transparency and information delivery.

Providing a web page model is one of the key tools paving the way to the implementation of additional key measures to ensure fulfillment of the municipal legal obligations deriving from the legislation on the Right to Information and Public Participation and Consultation.

Finally, the adaption of the model and use of the web page at the fullest options as mean of communication, transparency accountability and engagement of the municipality toward the citizens and all the interested actors requires strengthening the capacities of the ITs and PR staff of the 61 municipalities. The model and the assets produced from this project will be as bases for capacity building activities during and after this this intervention also for other municipalities not part of the intervention.

# C. SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGETS

Within the wider framework of the STAR 2 project, which main objective is “to ensure functionality of the newly established local governments, so that local administrative and service delivery outcomes are effective, qualitative, participatory, and inclusive, and correspond to evolving decentralized competencies and responsibilities”, the specific scope of this service is to design unified standard user-friendly websites for 13 municipalities in compliance with legal requirements and national standard specifications. This unified standard user-friendly municipality website is aimed to serve as a standard instrument of communication to ensure transparency, accountability and inclusiveness in the municipal activities. This unified standard user-friendly municipality website will combine a set of characteristics such as: ***(accessible in full content from different devices, range of functionalities corresponding to the standard Model of Transparency Plan for Local Government, rich drop-down menus, pop ups, and links which will ensure easy access of different levels of information for 13 municipalities).***

Following the finalisation and acceptance of the unified standard user-friendly website, it needs to be adapted to the specific needs of selected municipalities. Meanwhile, with the aim to establish sustainable capacities at local level for the content production, management and maintenance, it will be delivered to the PR and IT municipality staff.

The selection process of the municipalities is based on the factual verification of the existence of web pages for the 61 Municipalities and the confirmation of the Commissioner on the Right to Information and Protection of Personal Data identifying the municipalities that do not have a functional web page (as per the Annex 1).

The methodology to design the standard model of the web page will encompass an inception report assessing the legal framework in place relate to the Right to Information and Public Participation and Consultation as well as the guiding documents of NAIS[[13]](#footnote-13). In addition, focus of the inception should be the models available at municipal level as well as the best regional and international practices. In special consideration of the assessment will be the guidelines and instruction produced in the framework of previous project implemented from other partners such as DLDP, PLGP etc.

Web Page template models will be developed and consulted with the key partner governmental agencies, the Commissioner on the Right to Information and NAIS and most importantly with the municipalities.

## C1 Website Requirements

### C1.1 Functional Requirements

***Table 1. Functional Requirements***

|  |  |  |  |
| --- | --- | --- | --- |
| No | Category | | Description |
| 1 | User Experience | | The website structure should be user-centric. Municipal website shall aim to be inclusive to all users, bearing in mind the wide range of consumers’ circumstances and interests. |
| 2 | User Experience | | Website will provide consistent experience across all modern and in use devices, smartphones, tablet and desktop. Consistent experience will be checked in terms of:   1. Excellent search engine properties on the site. Website should be in continuity relevant, meaningful and provide relevant results. 2. Excellent navigation system. Website has to contain well-formed menus, descriptive and clear links, the elements has to be correctly located. Users who visit website should not be lost in the large stream of information. 3. Responding design. Website should be fully functional and highly responsive. 4. Attractive design. Color, layout, size, font types should create a nice experience of website usage. 5. Easy to understand texts and expressions. Everything should be written succinctly, and clearly convey idea and purpose. |
| 3 | User Experience | | [Website should be optimized for integration with standard screen readers on the market using modern assistive technology.](https://en.wikipedia.org/wiki/Assistive_technology) |
| 4 | Website Layout | | Website homepage should contain introductory information about the municipality. |
| 5 | Website Layout | | Logo and municipality naming should be placed at the top of the website homepage, visible and in contrast to the background |
| 6 | Page Layout | | Website homepage should contain photo gallery (picture in motion) and possible video links. |
| 7 | Page Layout | | Website homepage footer should include information about copyright statement, Municipality main contact details (tel/fax/email) and links to services offered by the Municipality. |
| 8 | Content Management | | Website content should be organized in four main section groups based on the legal-organizational administrative functionality of a Local Unit.  - For residents of the municipality (Living in the Municipality / Commune)  - For Businesses and Investors (Doing Business in the Municipality  - For visitors and tourists (Visit the Municipality)  - For the whole community (Transparency and decision-making) |
| 9 | Content Management | | **Section group for residents** should contain all sections with focus to residents. This section should be summarize the information needed for residents, such as functions provided inside legal framework, public services provided by Municipalities, i.e. public transport, social services, contact and complaint in case of need, economic and territorial planning, budget and fiscal package etc. |
| 10 | Content Management | | **Section group for businesses and investors** should serve to create a friendly climate for business. This section should be summarize the information needed for registering a business, procedures and documentation required, information about local regulations, etc. |
| 11 | Content Management | | **Section group for visitors and tourists** should serve to promote local tourism as a main tool for local economy development. This group should be summarize the information needed by tourists and visitors by including modules such as:   * What around * Weather * Calendar of events |
| 12 | Content Management | | **What around Module**  This module should summarize information about rules, policies, initiatives, alerts, reports and announcements regarding:   * Nearest public service offices, tourism point of interest, parking lot, etc. * Nearest places of interest Entertainment/Restaurants/Amusement parks, museums, parks etc. * III. Nearest city bus stop, taxi stations, bicycle services.   Links to connect to other web sites such as museums, archeological sites, cultural centers, touristic attractions. |
| 13 | Content Management | | **Weather Module**  This module should summarize weather information in different parts of Albania by integrating APIs for fetching weather information or other integration form national or international weather stations. Weather service implemented should not be subject of any usage limitations in terms of availability time or calls per minute. If third party software should be used, contractor need to provide licenses in the name of beneficiaries. |
| 14 | Content Management | | **Calendar and Events Module**  Website should be able to support a module where users can view events happening in particular area of the municipality on a particular date. |
| 15 | Content Management | | **Section group for the whole community** should be summarize information that increase the transparency and involvement of residents in decision-making. The information should be summarized using interactive community dashboards etc. |
| 16 | Content Management | | Interactive community dashboards will be present at various levels (Zone/City Ward, Society, Individual) to maintain citizen engagement. These dashboards will be a part of LGU website to maintain active citizen engagement. Once a request (complaint) is raised, system should route requests to the appropriate responsible person (office), display requests in a dashboard, and analyze request patterns. Citizens must receive a tracking number and a push notification at each stage until the problem is resolved. Citizens should be able to download grievance forms and upload photos of required place (object) of intervention, for quick resolution. Integration with GIS Maps takes grievance redressal a step further by allowing users to tag their neighborhood infrastructural issues on a map. Citizens should also have access to an online collaborative platform to view and vote with respect to the complaints that have been raised by their locality. The data of these dashboards will be fetched from third party systems via web service. |
| 17 | Content Management | | Forums: Website should also be able to display forums that enable visitors to actively participate in discussions. |
| 18 | Content Management | | Blogs: Website should support publishing of blogs that are easy to manage while allowing contributors to post new content. |
| 19 | Content Management | | Social Sharing: In order to maximize traffic, it is important to make sure that content is made easy to share. Website should have the sharing buttons for every content published in the website and easy to customize. Contractor should collaborate with municipality staff to provide all information needed (links, contacts) to make possible this functionality. |
| 20 | Content Management | | Abuse Flagging: Website should be able to flag content abuse and should not allow users to write abusive words. |
| 21 | Content Management | | Polls: Polls are a great way to boost engagement. Website should allow hosting polls pertaining to various topics, it can be attached to any page or article as well. Administrator should be able to view results of archived as well as current poll. |
| 22 | Content Management | | Popular articles: Website should support popular articles module, which automatically displays the most read, most commented and top-rated article. |
| 23 | Content Management | | Featured Content: Website should have the feature of highlighting the best or most recent content on the homepage. |
| 24 | Content Management | | Related articles: - When a user is finished reading an article, they are presented with similar options. The website should have the possibility to automatically grab content with similar tags |
| 25 | Content Management | | Newsletter Subscription:-Website should support a newsletter subscription module using which users can subscribe to a newsletter and receive the newsletter on their registered email address. This module should also make possible management of subscribers by website administrator. |
| 26 | Content Management | | Forms: - The solution should easily create and publish online forms. |
| 27 | Content Management | | Bookmarks: - Website should support facility to save, organize, and share bookmarks to valued online resources. |
| 28 | Content Management | | Controlled Bulletin Board: - Key information related municipal services water supply, drainage, roads, street light, tracking, camping, off-road trips etc. |
| 29 | Content Management | | Feedback /Survey: - Website should support the ability of user to provide feedback / inputs through website (include upload photo) about the facility, service, etc. (water logging, unauthorized parking, access controls, etc). |
| 30 | Content Management | | Website should have a feedback management component, which would allow users to provide feedback related to different categories of the website. |
| 31 | Content Management | | Website should have the capability of displaying any GIS map example open street maps, Google Map, etc. If third-part software should be used, contractor need to provide licenses in the name of beneficiaries. Website should have capability to map boundary and locations with exact latitude and longitude. Pin specific map area/buildings or area and link it with information such text, video/photo in modals or pop-up content containers. The export of the map in a printable format/PDF or equivalent shall be available. |
| 32 | User Management | | **Administration of users and groups**  Website should have admin component in order to make possible for the website administrator(s) can create/edit/delete users and groups.  There should be capability of feature wise blocking- User could be blocked for some activities like forums etc. and still can have access to some services like access in specific other modules.  Website should provide user access logs  Necessary user information like IP, Device ID, etc. should be captured for audit trail |
| 33 | Security | | Website must have necessary security measures in place and should not have any loopholes that can be exploited.  Solution should also support latest security certificates like SSL 3.0.  If required, website should have the ability for integration with any active directory server (supporting LDAP).  File Upload Sanitation  It is a must that meticulous security controls are placed in file upload functionalities. The lack of security checks and controls may allow the web platform to be vulnerable to remote code execution, shell upload, file size denial of service, Cross-Site Scripting, and more.  Input Sanitation  It is a must that meticulous input validators and sanitizers are implemented. The lack of strong input validation and sanitation may allow the web platform to be vulnerable to SQL Injection, Cross-Site Scripting, and Denial of Service.  Input Reflection Limitation  It is a must that user input is not reflected without proper sanitization and control. Reflecting user input in the website should avoid cause XSS attacks to be conducted. It is very important that proper controls are set in place before content is reflected back to other users.  Captcha in all Forms  Implementing CAPTCHA’s in all forms is highly recommended in order to stop enumeration/automation/DOS/flooding attacks. Make sure that every form is properly secured in order to defend from these types of attacks. We recommend using Google’s reCAPTCHA or equivalent.  SQL Injection Defense  It is a must that you follow practical guidelines below in implementing SQL injection prevention techniques. We advise that prepared statements (Parameterized Queries) are used for every form or using stored procedure in case of performance harming.  Language specific recommendations:  Java EE – use Prepared Statement() with bind variables  .NET – use parameterized queries like Sql Command() or OleDbCommand() with bind variables  PHP – use PDO with strongly typed parameterized queries (using bindParam())  Hibernate - use createQuery() with bind variables (called named parameters in Hibernate)  SQLite - use sqlite3\_prepare() to create a statement object  In addition, we recommend using the least privilege principles.  Do not assign DBA or admin type access rights to your application accounts.  Make sure that accounts that only need read access are only granted read access to the tables they need access to.  If an account only needs access to portions of a table, consider creating a view that limits access to that portion of the data and assigning the account access to the view instead, rather than the underlying table  Do not grant them any rights directly to the tables in the database.  Security Headers  It is important to make sure that proper security headers are implemented by default.  X-Frame-Options: SAMEORIGIN  X-XSS-Protection: 1; mode=block  X-Content-Type-Options: nosniff   * Content-Type: text/html; charset=utf-8 |
| 34 | Search | Website should have built-in search or should be able to integrate with any third party search tool providing smart search. If third- part software should be used, contractor need to provide licenses in the name of beneficiaries. In case of build-in search, searching system should make possible for search results to be customized to only return relevant content and images. Build-in search system should provide constantly updates of the search results to keep the results accurate while content changes. Website visitors should be able to quickly and easily find the appropriate information on the website. The search functionality should support content search with features like auto-completion, partial words and phrases, and advance filtering categories/taxonomies search. | |
| 35 | Analytics | Website should be able to integrate with one of major analytics packages like Web Trends and Google Analytics etc. Package has to be configured so to allow administrator to analyze the website traffic, discover how users find municipality site, where they are from, and how they navigate through it. The analytics package dashboard will be available to certain project administrators. If third-part software should be used, contractor need to provide licenses in the name of beneficiaries. | |
| 36 | Multilingual | Website should support multiple languages (Albanian, English or any other language especially for municipalities that border with other countries or/and have special status such us minorities etc.). A dropdown for selecting English/Albanian/OTHER to be included on home page which allows users on the front end to select the language in which page content is displayed. The same facility should be offered to the backend for easily adding a language, create content for each language, and publish accordantly. First load of the page in Albanian Language, then English and other languages if applicable. | |
| 37 | Multi-channel Support | Website should come with built in responsive design capabilities. The website should be compatible on desktop, mobile (all Operating Systems), tablets. | |
| 38 | Integration Capability | Solution should be able to expose its services to third party systems/applications with REST/SOAP services or APIs. Website should be able to integrate seamlessly with other applications i.e. existing governmental website. Integration with the OSSIS (One Stop Shop Information System) that manages all services delivered from the municipalities should be made possible. An easy search with practice number must identify and retrieve service delivery status at OSSIS, for all services offered. Criteria for the searching tool and field specification will be offered during development stage. Integration with municipalities accounting system and local tax collection system shall also be possible. Citizens may list their payments and obligations through the web site identifying with ID CARD combined with other personal data. | |
| 39 | Open Data Support | Website should support open data policies. Solution should be capable of creating and providing open data sets. Make data available in CSV/XLS/XML or other tabular format easy to be downloaded. Interactive maps from web map providers such as Google Maps, OpenStreetMap8, WikiMapia etc should be used to select data for each location, showing categories of investments for areas, type of investment, period of time, financed by, and population affected. Other data may be added during inception period. If third party software should be used, contractor need to provide licenses in the name of beneficiaries. | |

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| 40 | Email & SMS gateway | The solution should have out of box support to integrate with external email gateway and SMS gateway. A link in homepage footer should allow user to access municipality email by providing his credentials (username/password) following administration policies. |

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| 41 | Use of latest technology | Website should be designed in such a way that it uses latest technology like HTML5, CSS3, Node.js, Angular.js, backbone.js etc. It should not use any obsolete technology frameworks. |
| 42 | Support Blind and Visually Impaired Users | Website should be able to support blind and visually impaired users by assistive screen reader technology or any other way. Editors must have content analytics to ensure accessibility for these categories of users. |
| 43 | User Recognition Support | The solution should be able to store and display registered user’s last login, location, and IP address, time, and date who does what. |
| 44 | Reports Module | Reports developed using Web Analytics platform should be listed for view for executive, management and operational users. |
| 45 | Possible Disruptions | A module should be developed in the website to inform about upcoming traffic disruptions due to road, bridge constructions or water supply, drainage disruptions. |
| 46 | Upcoming and Ongoing projects updates | Website should have a specific session where user can have the information about upcoming projects, approved projects, and project status of ongoing projects. Citizen engagement is required for the projects where decision of creating bridge/ assets, budget approvals, progress report is visible to them on a map (preferably). Inputs of planned maintenance of these assets will also be fetched from Project Management and Asset management/ maintenance section. |
| 47 | Accessibility | Solution will conform to key industry standards with a minimum of W3C web accessibility initiative, WCAG 2.0 Level AA Success Criteria AA compliance. |
| 48 | Usability | Solution will allow an agreed set of tasks to be completed by an agreed duration e.g. make a payment, view a bill, book a service etc. These services are offered through integration or code embed from other municipalities or central government solutions. One-Stop-Shop Systems for municipal service delivery are most likely to be integrated with the current solution. |
| 49 | Testability | Solution will utilize prototype testing in a controlled testing environment. A full suite of test cases and plans must be developed. Some of the tests we recommend are listed below:   * - Test websites on different browsers * - Test websites on various monitors * - View pages using different screen resolutions * - View pages using different colour settings * - Test all navigation and links * - Test items that can be downloaded (for example, PDF files) * - Test the search functionality * - Test site security * - Test for accessibility |
| 50 | Dynamic Help | Website should also have a section of “Dynamic Help” which will be a knowledge database for carrying out various activities. This section would have link to various sections using mouse over help capabilities or search capabilities. |
| 51 | Version Control | Solution shall support version control (check-in, check-out, number of versions) and it must be possible to restore previous versions of a content item |
| 52 | Data Migration | Website shall support the possibility of easily and quickly moving data to another platform or save them in a removable device. It must be possible to transfer themes, plug-ins, media files, and database and choosing the export or import format: file, FTP, Dropbox, Google Drive, OneDrive, etc. |

### C1.2 Specific Modules

1. Budget consultation and budget publication in easy readable format, with search, categories, filters and other structured data records in tabular and/or interactive graphs. Citizens can vote during consultation time. Results can influence the municipality council during budget discussion and approval. Additional specifications of this possibility will be discussed and assessed during the inception phase.
2. Development Territory Plan is another module where a map and tabular based electronic records will be visualized. Information about areas that can easily be design from the urban office and attach to the area information such area category, area classification, building blocks, parcels, and other relevant development plan information in a structured table of electronic records. Users can search, filter areas based on names, categories, or information stored in the electronic record and related the specific area. Citizens can interact with the map based territory plan and suggest investment and interventions they would like to be implemented in the area. Additional specifications of this capability will be discussed and assessed during the inception phase.

### c1.3 Technical Requi rem ent s of Website

***Table 2. Technical Requirements***

|  |  |  |
| --- | --- | --- |
| No | Category | Requirements |
| 1 | User and Group Management | The website should have a role-based user access mechanism where an administrator can create and manage users, user groups, roles, and role permissions.  The rights of users in the system should be determined according to models of role groups;  System administrator should have the possibility to assign access rights in the system to separate user, or user group depending on business requirement;  Users assigned to a group must inherit automatically all rights assigned to the group;  The system should ensure the availability of a differentiation mechanism which allow to a specific user, access rights to view only allowed to him data.  The system should provide the ability to delete users from the system by transferring them to the locked position without the possibility of performing operations under their names and without possibility of delete status cancellation.  The system should provide the possibility of wise- blocking. System should provide the possibility of blocking work to individual users with the ability to unlock:  a. For a defined interval of time;  b. Starting at some point in time;  c. Automatically after exceeding the system-defined system period of inactivity of the user (lack of successful entries in system).  The system should ensure that there is no possibility of removal information about users registered in the system, including information of blocked users.  The system should provide exclusion of accessibility for the administrator of the system to the "working" passwords of users.  The system should provide the ability to provide access to lists of users, as well as their rights (groups to which the user belongs, the roles assigned to the user (i.e. role functions), objects available to the user) from a single tree of rights formed by single consistent rules.  The rights of users in the system should be determined according to models of role groups;  System administrator should have the possibility to assign access rights in the system to separate user, or user group depending on business requirement;  Users assigned to a group must inherit automatically all rights assigned to the group;  The system should ensure the availability of a differentiation mechanism which allow to a specific user, access rights to view only allowed to him data.  The system should provide the ability to delete users from the system by transferring them to the locked position without the possibility of performing operations under their names and without possibility of delete status cancellation.  The system should provide the possibility of wise- blocking. System should provide the possibility of blocking work to individual users with the ability to unlock:  a. For a defined interval of time;  b. Starting at some point in time;  c. Automatically after exceeding the system-defined system  period of inactivity of the user (lack of successful entries in  system).  The system should ensure that there is no possibility of removal  information about users registered in the system, including information of blocked users.  The system should provide exclusion of accessibility for the administrator of the system to the "working" passwords of users.  The system should provide the ability to provide access  to lists of users, as well as their rights (groups to which the user belongs, the roles assigned to the user (i.e. role functions), objects available  to the user) from a single tree of rights formed by single consistent rules. |
| 2 | Login | Solution should support login module using which content authors will able to login.  Login module should relay on GG-Federation Provider to offer citizen authentication capabilities.  Login module should have forgot password mechanism. In case user forgets the password/wish to reset a link should be sent to user’s registered Email address from where password can be reset.  Admin can intervene to reset, activate and deactivate users |
| 3 | Security | Solution should provide the user with the opportunity to provide assigned access rights to information, screen forms and functions.  Solution should provide the ability to provide the user with access to information, screen forms and functions of the AIC only after presentation a unique personalized identifier (name) of the user and an authentication procedure based on some input user information (password, keys).  Solution must provide the ability to register user actions using audit module.  Solution should provide the opportunity to determine the authorship of each transaction in system and absence of unauthorized operations based on unique personalized identifiers of each user, procedure authentication and logging of user actions in audit logs.  System must ensure the availability of a developed management system user authentication (passwords, keys) and mechanisms for monitoring its quality and use, possessing following characteristics:  a. The password is at least eight characters in length;  b. Periodic forced change of passwords at least once in 3 months;  c. The ability of the administrator to set the periodicity of mandatory changing the user's password the next time the user logs on to the system;  d. Possibility to change users own password at any time. On user password change by administrator, system will send automatically an email containing the system-generated password to the user's primary email address on their user profile.  e. Automatic setting of default password for the new user by the administrator of the system;  f. Providing access to information when the user first logs in  system only after user changes the password set by administrator, on his personal password;  g. Storing the password "history" of the user, i.e. list of control values ​​(sums) of several previous user passwords (it is recommended to store five passwords), and the inability to change password by selecting a password from this list;  h. Performing an analysis of the quality of user-selectable passwords;  When the user enters the password on system request, the password characters do not show in the screen. On the screen will show only the number of entered characters and an additional checkbox, which makes possible for user to show password characters or hide them.  j. Storage of passwords in the system and transmission on the communication channel from the client to server in such a way as to exclude the possibility of recovery user password (except by a full-scan method) to system storage or interception to the communication channel of information;  Solution should support integration with Active Directory Services (supporting LDAP) to manage users and their preferences.  OAuth protocol, claim-based authentication (SAML), TLS1.2.  Solution should also support latest security certificates like SSL 3.0 |
| 4 | Content Creation and workflow | Website should contain a WYSIWYG editor and provide standard Word authoring features (also known as a Rich Text Editor) to enable an editor to add and format text, links, and images to content areas, create tabular layouts within a text area and apply styles without needing HTML skills Solution should support drag and drop feature to enable easy management of content. The solution shall support the following minimum preview and publication functions: -  -      Save as unpublished (draft)  -      Send for approval Approve  -      Publish after approval (i.e. after successful completion of the approval workflow)  -      Unpublished (save as unpublished, not visible to users)  -      Publication scheduling  -      Publication expiration date (unpublished automatically)  -      Website shall contain a content approval workflow to enable the approval of modifications (create, modify, delete) before publication (i.e. before becoming visible to the public)  -      Website shall support Administrator (or a designated user with an appropriate permission level) to assign and reassign users to workflow tasks (i.e. define the targets within the workflow) |
| 5 | Layout | Layout and content shall be managed separately (i.e. it must be possible to create and edit content without having to amend or create a template) |
| 6 | CSS Creation | Solution shall support the creation and application of styles using Cascading Style Sheets (CSS) enabling the swift alteration of the look and feel (color, font, image size and positioning, link attributes, table properties). Graphics should be avoided altogether regarding navigation (e.g. no navigation buttons -these should be text, which gets its look and feel through CSS). |
| 7 | Ease of Content Creation | Solution shall offer the following ease-of-use features like Friendly URL's, Spell Checker, Undo etc. |
| 8 | Publishing content on Social Media | Solution shall include a social media integration module that allows configurable publishing of content (pages, interactive data visualizations, images, videos) to a variety of social media (Facebook, Twitter, Google+, LinkedIn, Pinterest, Tumblr, etc. If content is text, published form should contain a title, image (optional), and short description of content. Read more link (button) should be included in the end of description to offer the possibility of reading full version of published content.  Each content item should have the ability to link content to the author social media profile for subsequent display of information about the author in the search results. This option should be given to the administrator when publishing an article from the admin panel, and also to the registered user when writing a review. For this, it is necessary to observe the following conditions:  In the content / review should be displayed:   1. the name of the author 2. the name of the administrator, from admin panel list who authorize the publication;   Content should contain a link to the social media profile with the parameter? Rel = author.  In case of sharing/publishing full page or website, each page should contain a publisher tag rel = "publisher" with a link to page on social media profile.  Each page should have community widgets in the following in social media from the list above.  The header site should contain links to a page on YouTube, an RSS feed, and community of the site in the following in social media from the list above. Website should also support publishing of content specific to mobile app if required. |
| 9 | Document Management | Website shall support features of document management |
| 10 | Image library | Website shall be supported with an image library function. Function should include a set of basic tools for image editing (ratio, size, crop, rotate, etc.) |
| 11 | Navigation, Breadcrumb and sitemap | Website shall support creation of navigation, breadcrumb and sitemap that will be published and rendered on website |
| 12 | Version Control | Website shall support version control (check-in, check-out, number of versions) and it must be possible to restore previous versions of a content item |
| 13 | User Experience | Website shall provide an ‘expand/collapse’ function that can be used in the web interface, to accommodate easier viewing of long page content. Like ‘anchor links’, it should be possible to specify by a web editor that an area of a page should be revealed or hidden through the click of a hyperlink |
| 14 | Multi-channel support | Solution shall support responsive web design. To be able to support mobile/tablet devices, website shall be able to dynamically render the presentation to fit screen size. |
| 15 | Multilingual Support | Solution shall support creation of content in different languages (namely English, Albanian and “at least one” Other language) |
| 16 | RSS Feeds | Website shall support a template for the display of one or more RSS feeds |
| 17 | Content Library | Website shall be capable of storing and categorizing documents, images, video and audio files, sharing capabilities, history review. |
| 18 | Bulk Uploading | Website shall support the bulk uploading of files |
| 19 | Template Creation | Website shall support template for creating and publishing newsletter |
| 20 | Notifications | Website shall support the creation of an alert in response to a specific event, examples being:  a. Content amendment  b. Content expiration date approaching  The triggering of an alert shall cause a notification to be sent to the target(s) of the alert. It must be possible to define a list of recipients for each alert type which will be used in the notification process |
| 21 | Unicode CharacterSupport | Website shall support the Unicode character set (UTF-8) |
| 22 | Content Archiving | Website shall support an archive facility to manage content based on expiry date or manually |
| 23 | Extendibility | Website shall have a well-defined framework for extending the functionality of the core product, by adding more modules. This will enable MC to request an additional module or set of modules without affecting either the core solution or other modules already in service. |
| 24 | Performance | Solution shall be able to provide the following performance features:   1. Database Replication 2. Load Balancing |
| 25 | Reporting | Solution shall provide reports for following a. Audit Trail b. Login History c. Problem Notification |

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| 26 | Hosting | Municipalities with the technical support of the service provider will apply for domain name at Electronic and Postal Communications Authority for getting a domain name with the extension: gov.al.  MoI Institutional Representative will facilitate the process through official engagement if delays or other issues occur.  In addition, STAR 2 will facilitate when and where possible the Service Provider’s field work and its relations with various local government authorities. |

## C2 Deliverables

The deliverables for this solution are the bases for system evaluation, project management and payment installments.

### C2.1 Assessment

* All annexed legal documents, NAIS standards, DLDP guideline, PLGP recommendation and other technical references are assessed, reflected in the inception report, adopted in the website architecture and layout design proposals.
* Training needs, logistics, grouping evaluated and approved.

### C2.2 Design and Development

* The core website architecture is developed, configured and documented according to the functional and technical requirements in this document.
* The layouts for all scenarios, for each device mobile, tablet, desktop and larger screens (xs – sm – md – lg screen size are defined) is presented, adopted and offered as template.. All templates that are used as blueprint have the flexibility to be further.
* Modules are developed and ready to be implemented for each municipality website.
* Code is standardized with web standards as per requirements.

### C2.3 Deployment

* All sites are customized and deployed in the specified domains
* All emails related to the new domain assigned to the municipalities, identified in the inception, are configured and configuration files are deployed to every municipality for future automated configuration to outlook. Simple guide prepared for email access and management from the users.
* All hosting space, configurations, files and databases, hosting management software and/or third parties software, are installed, licensed (if apply), and all security settings are configured and functional All SSL certificates are configured and functional at all levels of the website.

### C2.4 Training

* The municipality content producers training program adopted based on the all annexed documents and proposed for approval to STAR2 and MSLI Staff.
* Website Admins are trained and can easily manage the website
* Content producers are trained and independent at content preparation and publication
* Content managers/editors are trained and independent at content preparation and publication
* Municipality IT employees are able to analyze logs, site analytics, and can also handle site customizations in consultation with the contractor within the maintenance and support period
* All assigned technical qualified staff have knowledge and skills on integration with other systems and can monitor the data exchange/embed process
* User guides for all level of users is generated and accepted from UNDP/STAR2 Team, good practice manual for content creation and management included
* The above user roles indicate the typology of users, the final number of training participants will be verified and defined during inception phase

### C2.5 Testing and Acceptance

* All modules, procedures, layout and assets are tested and function as per requirements in this document and requests during development phase.
* The security is tested and there are no backdoors, injection penetration, man in the middle or other vulnerabilities detected.
* User acceptance test is signed from all municipalities responsible employee assigned from the municipality.
* Website integration is tested and can communicate, exchange data and/or function as embed views from other web applications.
* Testing reports are submitted and accepted from UNDP/STAR2 Team with the approval of MSLI and partners.

### C2.6 Maintenance and Support

The warranty and maintenance services proposed by the Bidder shall be in accordance with the provision of DCM (Council of Ministers decision) no. 710, dated August 21, 2013 “For the establishment and functioning of Information Storage Systems, Work Continuance, and Service Level Agreements.”

Regarding maintenance, UNDP is only able to commit to a one-year service contract due to the organizational constraints. For the purpose of the present tender, UNDP requests the bidders to quote for further 3 years of maintenance services, providing binding proposal for the maintenance services. The costs of further period maintenance services will be considered as integral part of the Bidder’s financial offer and considered during financial evaluation of the bid.

Therefore, bidders are requested to provide confirmation of their ability to provide ongoing maintenance and the costs associated with this for a period of at least 3 calendar years after the expiration of the 1st year of included maintenance.

It is envisioned that a separate maintenance contract, will be concluded directly between the Bidder and beneficiaries.

A handover document signed by the municipality shall be provided from the contractor as handover and acceptance proof.

# D. Supervising authority

The Service Provider will work under the overall supervision of UNDP Albania /STAR2, to which the Service Provider will directly report, seek approval and obtain the acceptance of deliverables.

Nevertheless, as STAR2 project is implemented under the direct leadership of the MI and governed by a Steering Committee, composed of international partners contributing to the pooled fund and key relevant national stakeholders, a close interaction, regarding approval and acceptance of deliverables, will be established especially with the MI. In this respect, the shaping and delivery of the various outputs should be developed in close collaboration and in full understanding with the MI/AITR but also with the Commissioner on the Right to Information.

# E. Institutional collaboration

The Service Provider will work under the close supervision and coordination of the STAR 2/UNDP.

In terms of support, the STAR 2/UNDP is expected to assess and report and the proposed model and provide feedback on the visual standard model designed. Design of standard web page model as well its adaption for the identified Albanian Municipalities and the dissemination to the rest of them.

The selected municipalities are expected to engage in the designing process of the web page by nominating a focal person to follow the process, making available other necessary human resources as IT, PR and/ or Transparency Coordinator. In addition, the municipality shall undertake the necessary procedures to collaborate with the service provider for getting domain names with extension “.gov.al”. GoA Institutional Representative will facilitate the process through official engagement if delays or other issues occur.

In addition, STAR 2 will facilitate when and where possible the Service Provider’s field work and its relations with various local government authorities.

# F. Reporting requirements

The Service Provider will prepare and submit monthly reports on the progress related to the implementation of this activity. In addition, monthly reporting will be associated with a discussion meeting with UNDP/STAR2 PMT.

# G. Duration of the Work

## G.1. Implementation Duration

The implementation period of the assistance on municipality websites will be 9 months. The Service Provider will be required to deploy its capacity and implement the planned activities according to the timelines indicated in the table of activities that are part of its proposal.

The completion of the implementation phase will be followed by an additional maintenance and support phase.

## G.2. Estimated Lead Time For Deliverable Review

In principle, the estimated lead time for UNDP or Project Implementing Partners to review outputs, give comments, approve or certify acceptance of outputs will be up to ten days.

# H. Location of Work

## H.1. Geographic Coverage

The Service Provider will work with 13 municipalities and their respective administrative units. Therefore, the Service Provider must make sure to access all municipalities and their respective administrative units at different times during the implementation, which calls for a well-designed plan of distribution of resources and presence in the territory. However centralized facilities to train and meet in groups in Tirana will be possible and supported by STAR2 team in order to speed up the process and reduce operational costs.

# I. Qualifications of the Successful Service Provider

## I.1. Successful Service Provider Profile

The successful Service Proposer should have prior experience in providing consultancy, designing, developing and supporting implementation of web-portals for local government units and, in more general terms, should be experienced in carrying these services for web-enabled Information Systems, in the public sector.

The Proposer should have and demonstrate at least 7 years of proven experience in the market and in the area which should be supported by at least three references from vendors to whom similar services have been provided.

Work experience with local governments in the region and/or Albania will be considered a strong advantage, especially if related to functional optimization of local government administrations and modernization/ business processes improvement with regard to information dissemination or public service delivery.

The Proposer should demonstrate good project cycle management capability, including financial management and accountability, administration, provision of logistical support and effective reporting.

Previous experience of working with a UN agency or other international development organizations is an asset.

The Proposers who wish to participate should also meet additional sets of criteria in terms of expertise, methodology, and management and satisfy minimum eligibility requirements as described in this document.

* G.1.1 The Service Provider should also demonstrateA proven multiyear track record in provision of technical assistance in the area customer need assessment related to communication, public information, and web page IT solutions
* Broad understanding of the organisation and functioning of Local Government in Albania;
* Prior experience in designing web page with interactive features for government institutions.
* Experience in working with UNDP or another international agency (preferable)

## I.2. Successful Service Provider Personnel

The Service Provider should possess and make available a good mix of experts and sufficient resources for the provision of the service with effectiveness, efficiency, quality and professionalism. The experts’ team should comprise an appropriate number of professionals with adequate experience and professional qualifications for the assignment.

In consideration of time limitations, the geographic extent of the assignment and the peculiarities of each request, the Proposer should demonstrate it can make available sufficient resources proportionate to the workload so as to mitigate negative effects on the pace of implementation. The recommended number of experts required, as per initial estimations, should be around 10 professionals.

In addition, ideally, key experts should be full-time employees of the Awarded Proposer for at least one year or longer; this requirement should be fulfilled by submitting the official certificate of payroll for the last 12 months.

The Service Provider shall take all reasonable measures necessary to ensure that the personnel deployed under this TOR shall respect local customs and conform to the highest standards of moral and ethical conduct. UNDP may at any time request the withdrawal or replacement of any of the Service Provider personnel if these standards are not adhered to. Replacement will be at the Service Provider expense.

The following skill sets are required for experts adequately qualified and experienced in both Website Development projects and IT related field to satisfactorily and timely deliver the expected outputs.

***Table 3. Personnel requirements***

|  |  |  |
| --- | --- | --- |
| **Position** | **Key qualification** | **Experience** |
| Project Manager/Team Leader  The TL will be responsible for overall coordination and quality control of the product delivered. S/He is expected to give direction and leadership to all other consultants toward the achievement of the technical assistance tasks. | Post Graduate in IT/Computer Science, Engineering.  Excellent written and spoken English skills. | Minimum of 8 years of experience in managing IT projects up to successful completion. |
| Decentralization and Local Government Expert 1(one) | Postgraduate in governance/social sciences/law or related fields  Experience in transparence and accountability is an advantage | Minimum 3 years of experience with municipalities or central governmental institutions. |
| Business Analysts  1 (one) | Post Graduate in IT/Computer Science or related fields.  Prior experience with consultancy and requirements analysis of web Websites for governmental institutions and/or for municipalities is an advantage. | Minimum of 3 years’ experience in business analysis of IT Systems.  Experience in analytical processes involving elicitation of requirements in complex business scenarios. |
| Senior Developers 2(tow) | Post Graduate in IT/Computer Science  Prior experience with software development of web Websites for governmental institutions and/or for local government is an advantage.  Software Development Certifications for the given solution is an advantage. | Minimum of 4 years’ experience in systems and software development. |
| Software Developers (one) | Graduate in IT/Computer Science, Engineering.  Software Development Certifications are an advantage. | Minimum of 3 years’ experience in advanced web development. |
| Database Administrator  (one) | Graduate in IT/Computer Science, Engineering.  Certifications on management of database offered for the solution are required. | Minimum of 3 years’ experience in software development and database administration/programming. |
| System, network, and security administrator specialists  (one) | Post Graduate in IT/Computer Science, Engineering.  Known industrial standard, accepted security certificate regarding systems, network and security administration are required.  Professional level certification is preferred. | Minimum 3 years of experience |
| Web Designer  2(tow) | Graduate in IT or Engineering /Arts or related fields.  Certification in software testing is an advantage. | Minimum of 3 years’ experience in preparing software design for cross platforms/devices. |
| Trainer  1 (one) | Graduate in IT or Engineering related fields.  Extensive experience in teaching and training. | Proven 3 years’ experience in training end-users in information systems. |

# J. Scope of Proposal Price and Schedule of Payments

## J.1 Duration Of The Assignment

The assignment is to be carried out within a period of maximum nine calendar months, at the end of which the Service Provider having submitted the required deliverables.

The indicative time-frame of the sequence is shown below:

***Table 4. Time Schedule***

|  |  |
| --- | --- |
| **Activity** | **Timeline** |
| ASSESSMENT OF THE SITUATION | Month 0 - 1 |
| DESIGN AND DEVELOPMENT | Month 3 -5 |
| DEPLOYMENT | Month 5 - 7 |
| TRAINING | Month 7 |
| TESTING AND ACCEPTANCE | Month 7 - 8 |
| MAINTENANCE AND SUPPORT CONTRACT SIGNED[[14]](#footnote-14) - HANDOVER WEBSITES | Month 8-9 |

## J.2 Price And Schedule Of Payments

Please note that based on the technical and financial evaluation criteria specified below in this RfP, UNDP will select a single Service Provider to carry out the work.

UNDP shall effect payments to the Service Provider after acceptance by UNDP of the deliverables (with a prior clearance from the STAR 2 PMT), submission of the corresponding invoices submitted by the Service Provider, and in accordance with the following schedule of payments corresponding to the achievement of the indicated milestones and deliverables

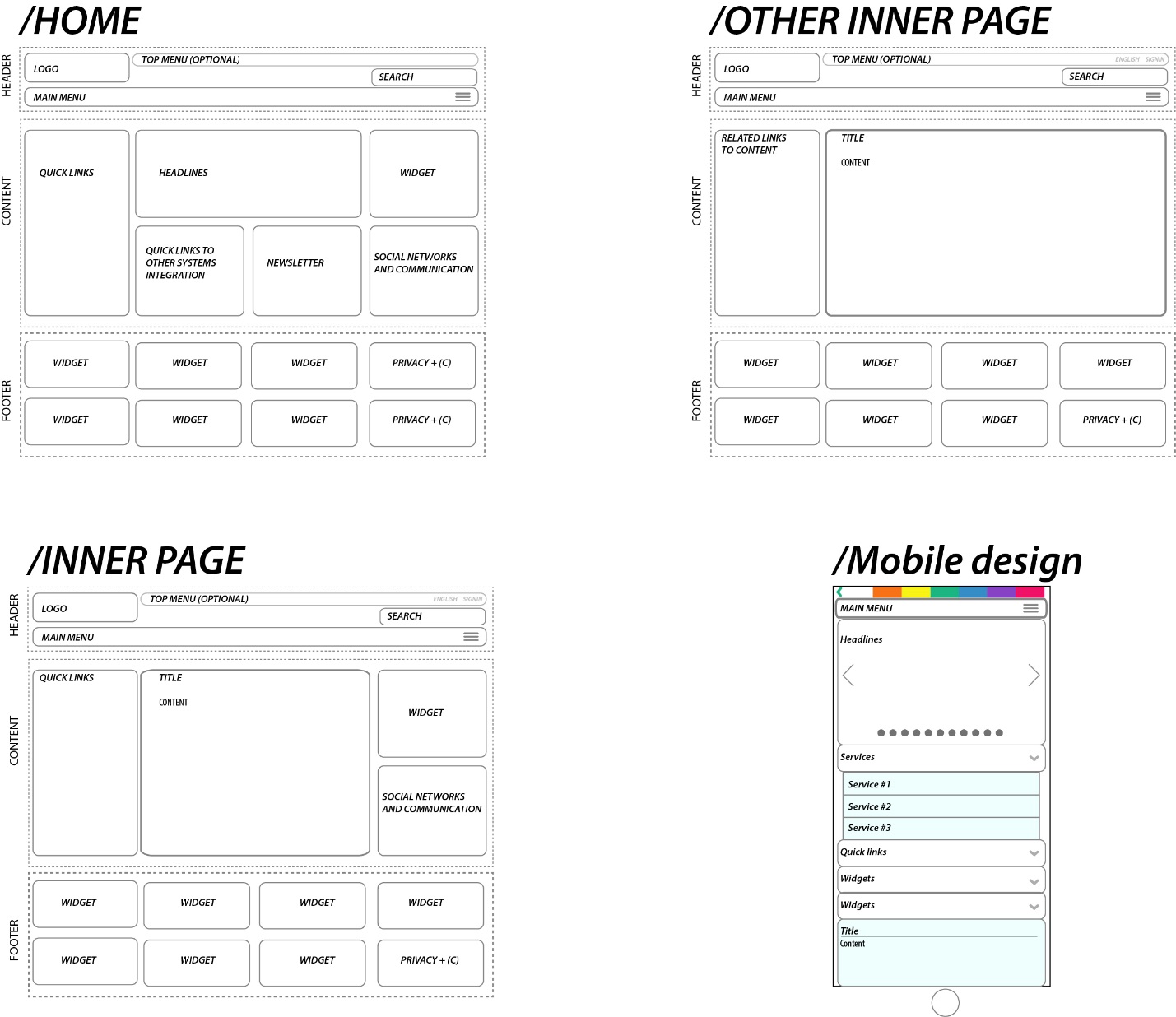
***Table 5. Milestones and Deliverables – Implementation Phase***

| **Installment Number** | **Deliverable Name** | **Deliverable Acceptance Criteria** | **Acceptance Authority** | **Deliverable Time** | **Penalties for underperformance** | **Deliverable Payment Weight** | **Additional Notes** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | ASSESSMENT REPORT | A report containing:   * The inception report, adopted in the website architecture and layout design proposals. * A training needs logistics, grouping evaluated and approved.   Domain forms are submitted to the authorities for: .gov.al domains for all municipalities required | The Commissioner on the Right to Information acknowledges the minimum standard information to be published from municipalities in their web page and approves the proposed models recommending changes if necessary.  UNDP/MSLI accept the Standard Model of the web page designs  UNDP/selected municipalities accept the individual web pages following on the feedback provided by them on the standard Model of the web page. | End month 1 | Assessment Report is mandatory  Failure of acceptance of the Assessment report including all described intermediary approvals will lead to contract termination  If it is agreed to accept the Assessment Report despite some deficiencies, a reduced payment will be made only for the parts that are acceptable. Each of the sections 1-3 of the Inception Report is weighted at 33% of the total installment price. | 15% | Structure of the report will be presented for discussion and approval in the 1st monthly report |
| **2** | DESIGN AND DEVELOPMENT | * The website architecture is developed, configured and documented according to the functional and technical requirements in this document * The layouts for all scenarios, for each device mobile, tablet, desktop and larger screens (xs – sm – md – lg screen size are defined) is presented, adopted and offered as template. All templates that are used as blueprint have the flexibility to be further customized . * Modules are developed and ready to be implemented. * Website Admin can manage website core configurations affecting user roles and functionalities. * Code is standardized with web standards as per requirements | UNDP/MLSI in consultation with the Commissioner on the right to information checks and approves proposed model of the web page. | End month 5 | Deviation from acceptance criteria may void the payment partially or entirely | 25% |  |
| **33** | DEPLOYMENT | * All websites are customized and deployed in the specified domains * All emails are configured and configuration files are deployed to every municipality * All hosting configuration, security settings are configured and functional * All SSL certificates are configured and functional at all level * A maintenance and support contract is signed for at least one year after the end of implementation phase deployment conform the specifications in Annex2 | UNDP/STAR 2/ Municipality accept the final product. | End month 7 | Deviation from acceptance criteria may avoid the payment partially or entirely | 25% | The payment will be calculated based on the number of municipalities website deployed. The following formula is used in order to calculate the amount of installment:  30% / 20 portion of payment for every municipality website deployed |
| **44** | TRAINING | * The municipality content producers training program adopted based on the all annexed documents, and proposed for approval to STAR2 and MSLI Staff. * Website Admins are trained and can easily manage the website * Content producers are trained and independent at content preparation and publication * Content managers/editors are trained and independent at content preparation and publication * Municipality IT employees are able to analyze logs, site analytics, and can do small customization in consultation with the contractor within the maintenance and support period * All assigned technical qualified staff have knowledge and skills on integration with other systems and can monitor the data exchange/embed process * User guides for all users at all levels is produced, including good practice content creation and management produced and delivered | STAR 2/UNDP/MSLI/ Municipality accepts the monthly and final Report. | End month 7 | Final installment will be payable upon the acceptance of the final report on training delivery from STAR2/UNDP/MLSI/ Municipality | 15% |  |
| **55** | TESTING AND ACCEPTANCE | * All modules, procedures, layout and assets are tested and function as per requirements in this document and requests during development phase * The security is tested and there are no backdoors, injection penetration, man in the middle or other vulnerabilities detected * User acceptance test is signed from all municipalities responsible employee assigned from the municipality * System integration is tested and can communicate, exchange data and/or function as embed views from other web applications. * When the accepting phase is concluded, software solution will be delivered as source code in a suitable package, such as an archive written to a CD. | UNDP STAR 2 with approval of MLSI submit and accept the testing reports  Municipalities sign the acceptance test | End of month 7-8 |  | 10% |  |
| 6. | MAINTENANCE AND  SUPPORT CONTRACT  AND HANDOVER | Maintenance  and Support Contract  is signed in line with the  CoM Decision No 710[[15]](#footnote-15);  Handover to the  Beneficiary shall be proved  by an acceptance report. | UNDP/STAR 2 | End of month  9 |  | 10% |  |
|  |  |  |  |  | **TOTAL INSTALLMENTS** | **100.00%** |  |

# Annex 1 Layout Design Samples

Layout samples as indication for template creation (only for the desktop, and mobile devices scenario)

Some of the main layout samples as guideline from good practice documents consulted preliminary are represented in this annex. However the contractor will present for approval a set of layouts, main assets and design specifications during design and customization timeframe.



***Figure2: Layout design samples***

# Annex 2. Maintenance and Support

The Awarded Proposer shall offer maintenance services according to service levels and the approach described below:

* Preventive Maintenance Services. Once a week, the Awarded Proposer must execute preventive maintenance services for all software listed in the table 6. Preventive services are proactive services that will enable problem detection in time, and will enable undertaking remedial steps in time, avoiding service interruption.
* Repair services on the site (assistance in the Municipality location). The Awarded Proposer must be available from Monday to Friday, 8 (hours) x 5 (days), to provide repair services in the response to the “Major Alarms” reported by the municipal authorized personnel ("Emergency On-Call Hours"). The term “Major Alarms” means the submission of the request for repair services undertaken in case of covered software malfunction which prevents them to operate in accordance with specifications and cause immediate and significant termination of the system, and that could not have been avoided by interventions or minor repairs executed by the, technical staff of the municipality and recommended by the Awarded Proposer. Problems that do not belong to “Major Alarms” should be addressed to the Preventive Maintenance Services.
* Notification and Recognition of “Major Alarms”. The municipality, shall notify the Awarded Proposer by phone, e-mail or a webpage and shall wait to be contacted by the Awarded Proposer by phone during “Emergency On-Call Hours”. The economic operator must contact the municipality, and confirm within 60 minutes that the “Major Alarm” notification has been received from the authorized municipality, personnel. After the recognition of the call from the Awarded Proposer, municipality, shall make available predefined information from the Troubleshooting Procedures of the Awarded Proposer and shall assist in the reported problem diagnosis. The municipality shall cooperate with the help request of the Awarded Proposer in diagnosing the cause of the reported problem as well as in defining whether there is a need to visit the location in order to execute the Repair Services.
* Responding to “Major Alarms”. If the Awarded Proposer cannot determine through the information gathered from the Troubleshooting Procedures the cause of the “Major Alarm”, then it must send a service technician to municipality, within four (4) hours from receiving the “Major Alarm” notification. After the arrival, the service technician shall receive support from the municipality, and shall be granted leeway in the covered systems and facilities, with the presence of municipal staff in order to start immediately the diagnosis and repair procedures.
* Diagnosis and Repair Procedures. After the arrival, the service technician must start the diagnosis and repair procedures. This activity shall continue until: (a) the “Major Alarm” is corrected or “partially resolved”, (b) the technician is replaced by another person, (c) the economic operator determines that the reported problem is not caused by any failure of the covered systems or (d) the support staff concludes that further diagnosis or correction may be postponed until the arrival of replacement parts.

The Awarded Proposer's service technicians must be trained, certified and authorized to interact directly with the manufacturers.

Problem categorization and response time

In the following table, the categorization of the gravity of the problem is defined and the response time needed to solve it during the maintenance period.

***Table 6. Problem categorization and response time***

|  |  |  |
| --- | --- | --- |
| **Gravity 1 (Critical/High)** | **Gravity 2 (Average)** | **Gravity 3 (Low)** |
| The Service Provider endangerment and financial liabilities | | |
| The application malfunction creates major financial obligations to users or creates major risks to their economic activity | The application malfunction creates considerable financial obligations to users or risks considerably their economic activity | The application malfunction creates minimal financial obligations to users or risks minimally their economic activity |
| Work suspension | | |
| The application malfunction prevents users from achieving the majority tasks of their work. | The application malfunction prevents users from achieving small parts of their work, but they are capable of achieving the other tasks of their job. Can also include information questions and answers. | The application malfunction prevents users from achieving minor parts of their work, but they are capable of achieving the other part. |
| Number of affected users | | |
| The application malfunction affects a vast number of users | The application malfunction affects very small number of users | The application malfunction affects 1 (one) or 2 (two) users |
| Temporary alternative solution | | |
| There is not a temporary and acceptable alternative way to solve the problem (e.g., the work cannot be accomplished in another way) | There might be a temporary and acceptable alternative way to solve the problem | There is potentially a temporary and acceptable alternative way to solve the problem |
| Response time | | |
| Within 4 (four) hour | Within 8 (eight) hours or the next working day | Within 8 (eight) hours or the next working day |
| Solution time | | |
| The maximum solution acceptance is 24 continuous hours after the first contact. | The maximum solution acceptance is 20 continuous working days. | The maximum solution acceptance is 45 calendar days. |

# Annex 1 List of Municipalities of Confirmed Municpalities[[16]](#footnote-16)

1. Municipality of Cërrik
2. Municipality of Delvinë
3. Municipality of Këlcyrë
4. Municipality of Konispol
5. Municipality of Libohovë
6. Municipality of Librazhd
7. Municipality of Mallakastër
8. Municipality of Pustec
9. Municipality of Divjakë
10. Municipality of Has
11. Municipality of Kolonjë
12. Municipality of Memaliaj
13. Municipality of Polican

# Annex 4: Reference Legal Documents ( A,B,C,D,E)

Ref. Attachment in separate file

# Annex 5: NAIS Standards for Public Administration Web Pages and e-mails ( A, B)

Ref. Attachment in separate file

# Annex 6: DLDP Guidelines for the Design of Municipal Web Pages

Ref. Attachment in separate file

# Annex 7: PLGP Technical Specifications for the Design of Local Governemtn Web Pages

Ref. Attachment in separate file

# Annex 8: AKEP Domain Registration Form

# ANNEX 9: Standard Programme of Transparency Programme for Local Governemnt

1. *A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.* [↑](#footnote-ref-1)
2. https://akshi.gov.al/Rregullore/rregullore\_per\_faqet\_zyrtare\_te\_internetit\_te\_administrates\_publike.pdf [↑](#footnote-ref-2)
3. *The bidder should quote a 4year maintenance offer. A one-year maintenance contract will be signed with the project while a separated a separate maintenance contract, shall be concluded directly between the Bidder and beneficiaries as per the NAIS regulation.* [↑](#footnote-ref-3)
4. *VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.* [↑](#footnote-ref-4)
5. *UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.* [↑](#footnote-ref-5)
6. *Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed $100,000.00.* [↑](#footnote-ref-6)
7. *Where the information is available in the web, a URL for the information may simply be provided.* [↑](#footnote-ref-7)
8. *Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.*  [↑](#footnote-ref-8)
9. *A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.* [↑](#footnote-ref-9)
10. *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.* [↑](#footnote-ref-10)
11. *This serves as a guide to the Service Provider in preparing the Proposal.*  [↑](#footnote-ref-11)
12. *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*  [↑](#footnote-ref-12)
13. https://akshi.gov.al/Rregullore/rregullore\_per\_faqet\_zyrtare\_te\_internetit\_te\_administrates\_publike.pdf [↑](#footnote-ref-13)
14. *The bidder should quote a 4year maintenance offer. A one-year maintenance contract will be signed with the project while a separated a separate maintenance contract, shall be concluded directly between the Bidder and beneficiaries as per the NAIS regulation.* [↑](#footnote-ref-14)
15. no. 710, dated August 21, 2013[1] “For the establishment and functioning of Information Storage Systems, Work Continuance, and Service Level Agreements [↑](#footnote-ref-15)
16. Note: There are 13 confirming the need to design a web page. [↑](#footnote-ref-16)