



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: August 3, 2022
	REFERENCE: Municipal OSSIS Maintenance and Support Services Information System Project ID: 00115505

Dear Sir / Madam:

We kindly request you to submit your Proposal for services of the “Municipal OSSIS Maintenance and Support Services Consolidation and Expansion of Municipal One Stop Shop Information System”.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal. Proposals may be submitted on or before **Tuesday, August 16, 2022 at 14:00 hrs** via e-Tendering.

Allowable Manner of Submitting Proposals: **e-Tendering only. Bids not sent in e-Tendering system will not be considered.** Proposal Submission Address: <https://etendering.partneragencies.org>

Please acknowledge receipt of this RFP by using the “Accept Invitation” function in e-Tendering system. This will enable you to receive amendments or updates to the RFP. Please find the link for all the procurement guides and videos:

<https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html>

Electronic submission (e-Tendering) requirements:

- Format: PDF files only
- File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
- All files must be free of viruses and not corrupted.
- Max. File Size per transmission: 35 MB
- UNDP reserves the rights to ask for originals during the evaluation.

Please name the submitted files following the structure of the solicitation document and consolidate the files into as few files as possible, using compression tools (zip etc.).

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

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 of 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. Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link:

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/cond uct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Monica Merino
Resident Representative

ANNEX 1

DESCRIPTION OF REQUIREMENTS

Context of the Requirement	<p>In partnership with the Government of Albania, the European Union, Sweden, and Switzerland, UNDP Albania is implementing the project 'STAR3 – Sustaining and Advancing Local Governance Reform.'</p> <p>The overall objective of STAR3 project is to strengthen local government effectiveness and efficiency through enhancing the supporting framework, consolidating systems, standards, and organizational capacities in place, expanding and sustaining service delivery innovation and best practices, and institutionalizing local government accountability to women and men for enhanced participatory governance.</p> <p>STAR3 is implemented in the context of the post Territorial and Administrative Reform, supported by the project's two predecessors, STAR1 and STAR2, and built upon their results and the evolving context.</p> <p>Over five years after the Territorial and Administrative Reform, the Decentralization and Local Government agenda has still to attain several ambitious goals and overcome daunting challenges that engage central and local governments. Many of the achievements need to be fully adopted and consolidated, other elements to be developed and embraced, additional institutional capacities need to be set up or strengthened, and further clarifications of complementary governance roles need to be made for coordinated, sustainable and effective development.</p> <p>STAR2 project set several important milestones in this regard, by introducing, among others, an integrated and standard one-stop-shop system for local administrative service delivery, which evolved from development and testing, to piloting and then rollout to 52 Albanian municipalities. This specific action targeted public service delivery, which is a very important part of municipal responsibilities, if not the critical one. Improving service delivery at LGU level is one of the actions directly contributing to increased local government efficiency, effectiveness, and responsiveness to citizens' expectations.</p> <p>The provision of public services through OSSIS has also been identified as a critical element both from PAR and Decentralization and Local Governance Strategies. The usage of such an automated system is seen as a contribution to:</p> <ul style="list-style-type: none"> • Empower municipalities to improve the quality of administrative services, monitor service execution, shorten the processing time, and increase transparency in the provision of services. • Provide citizens additional possibilities for service tracking, feedback, and higher quality services in a shorter time. <p>As of May 2022, OSS is and works satisfactorily where local commitment, capacities and resources are combined well, as proven by a number of participating municipalities. The system works satisfactorily where a proper understanding of the benefits and local commitment, capacities, and resources are well-combined, it also showed that the shift to a new work culture and the need for capacities to operate the system independently were difficult to internalize for some other municipalities. Moreover, the resistance of end-users to change the working approach also plays its role. This is exacerbated by the lack of understanding of the importance of a standard, coherent and orderly system that ensures a more professional and analytical tool to benefit both the service providers and citizens and businesses as end-users.</p>
Implementing Partner of UNDP	Ministry of Interior and ASLG

Brief Description of the Required Services ¹	<p>The scope of the present services required is:</p> <ol style="list-style-type: none"> 1. To continue providing OSSIS maintenance and support services for 52 STAR3 OSS municipalities until 31 December 2022. 2. To continue updating OSSIS configuration to the actual state of organizational structures and service provision arrangements, when and if needed, in OSS municipalities and support IT admins of LGUs into sustainable usage of the OSSIS. 3. Maintaining reports platforms, if minor request for improvements needed. Related to SRSS and Power BI platform.
List and Description of Expected Outputs to be Delivered	<p>C.2.1 OSSIS maintenance and support services</p> <p>C.2.2 Update OSSIS configuration to the actual state of municipal organizational structures and service provision arrangements</p> <p>C.2.3 Training and online support to OSSIS end-users</p> <p>C.3 Assignment milestones</p> <p>C.4 Assignment management</p> <p>C.5 Acceptance testing and Warranty</p>
Person to Supervise the work/Performance of the Service Provider	<p>The Bidder will work under the overall supervision of UNDP Albania /STAR3, to which the Bidder will directly report, seek approval, and obtain the acceptance of deliverables. Upon the completion of work assignment outputs, STAR3 will evaluate the Bidder's work, certify relevant documents and process/follow-up on the payments.</p> <p>In preparing the work plan and the timeline for the implementation of the activities, the Bidder has to consult closely with the STAR3 staff. The Bidder must inform STAR3 of all irregularities and any potential deviations from the original plan.</p>
Frequency of Reporting	<p>The Service Provider will report directly to UNDP. Progress reports will be submitted every two weeks starting from the second week of implementation with the inception report. When reporting is linked to the release of relevant instalments, as for the payment schedule that will be specified in the contract, the Service Provider must provide along with the narrative, the corresponding invoice and financial report. The financial section must contain details of the actual reimbursable costs incurred in the performance of the Services within the maximum amounts per cost category as detailed in the approved breakdown of costs.</p>
Progress Reporting Requirements	<p>A final report will be submitted at the end of the period of execution. The draft final report must be submitted at least one week before the end of the period of execution of the contract.</p>
Location of work	<p><input type="checkbox"/> Exact Address/Tirana, Albania</p> <p><input checked="" type="checkbox"/> At Contractor's Location</p>

¹A detailed TOR may be attached if the information listed in this Part is not sufficient to fully describe the nature of the work and other details of the requirements.

	The assignment will entail frequent consultations with institutions and staffs based in Tirana. Remaining tasks will be home-based. UNDP will not provide office space.
Expected duration of work	4 Months (Sept – Dec. 2022)
Target start date	September 2022
Latest completion date	December 2022
Travels Expected	No
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required <p>The expected implementation of support period of the OSS system will be 4 (four) starting from 1st September 2022. 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.</p>
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required <p>The suggested team minimum composition is as follows:</p> <p>Project Manager (1) Implementation Team Leader (min 1) Local Governance Specialist (min 1) Business Analyst (min 1) Senior Developer (min 1) Software Developer (min 2) Software Tester (min 1) BizTalk specialist (min 1) Database Administrator/ Data Analyst (min 1) Maintenance specialist (min 1)</p>
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (Albanian Lek)

Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes											
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [<i>pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in Lots, etc.)</i>]											
Payment Terms ³	<table border="1"> <thead> <tr> <th>Installments</th> <th>Quantity</th> <th>Conditions</th> </tr> </thead> <tbody> <tr> <td>1st installment</td> <td>20%</td> <td> <ul style="list-style-type: none"> After submission of Monthly Reports (Sept, Oct 2022) as per the Maintenance and Support requirements </td> </tr> <tr> <td>2nd installment</td> <td>80%</td> <td> <ul style="list-style-type: none"> After submission of Monthly Reports (Nov, Dec 2022) Handover documentation, updated manuals and source code to institution counterpart, responsible for the OSSIS handover. </td> </tr> </tbody> </table>			Installments	Quantity	Conditions	1 st installment	20%	<ul style="list-style-type: none"> After submission of Monthly Reports (Sept, Oct 2022) as per the Maintenance and Support requirements 	2 nd installment	80%	<ul style="list-style-type: none"> After submission of Monthly Reports (Nov, Dec 2022) Handover documentation, updated manuals and source code to institution counterpart, responsible for the OSSIS handover.
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	STAR3 Project manager and OSSIS Specialist											
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁴ (<i>if LTA will be signed, specify the document hat will trigger the call-off. E.g., PO, etc.</i>) <input type="checkbox"/> Other Type of Contract [<i>pls. specify</i>] <input type="checkbox"/> Lowest Price Quote among technically responsive offers											

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.

⁴ 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 \$200,000.00.

Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> 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	<p>Technical Proposal (70%)</p> <input checked="" type="checkbox"/> Expertise of the Firm 300 points <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 400 points <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 300 points
	<p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>Eligibility criteria and minimum requirement will be evaluated on a Pass/Fail basis. If the proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria unless otherwise specified in the criterion.</p> <p>The Technical Proposals of only those companies fulfilling the minimum qualification requirements and compliant to eligibility criteria will be evaluated based on their responsiveness to the Terms of Reference. The selection of the best offer will be based on Combined Scoring method – where the qualifications and methodology will be weighted a max. of 70% and combined with the price offer which will be weighted a max of 30%.</p> <p>A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score of 700 points.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Contract General Terms and Conditions ⁵	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000)
	<p>Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html </p>
Annexes to this RFP ⁶	<input checked="" type="checkbox"/> Form for Submission of Proposal [ANNEX 2] <input checked="" type="checkbox"/> General Terms and conditions [ANNEX 3] <input checked="" type="checkbox"/> Detailed ToRs [ANNEX 4] <input checked="" type="checkbox"/> Minimum Qualification Requirements and Eligibility Criteria [ANNEX 5] <input checked="" type="checkbox"/> Technical Evaluation Criteria [ANNEX 6]

⁵Service 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.

⁶ Where the information is available in the web, a URL for the information may simply be provided.

	<input type="checkbox"/> Others ⁷ <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) ⁸	<p>UNDP Albania Procurement Unit procurement.al@undp.org</p> <p>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.</p>
Other Information [pls. specify]	N/A

⁷A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁸This 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.

Annex 2

FORM FOR SUBMITTING CONTRACTOR'S PROPOSAL⁹

(This Form must be submitted only using the Contractor's Official Letterhead/Stationery¹⁰)

[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 :

A. Qualifications of the Contractor

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) 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.*

B. Proposed Methodology for the Completion of Services

The Contractor 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.

⁹ This serves as a guide to the Contractor in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Contractor must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

E. 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 Contractor'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 and 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 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.

23.0 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)

Municipal OSSIS Maintenance and Support Services

in the framework of

STAR3

“Sustaining and Advancing Local Government Reform” Project

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List of Acronyms

AFSA	Albanian Financial Supervision Authority.
ASLG	Agency for Support of Local Government
API	Application Programming Interface
AU	Administrative Unit
BI	Business Intelligence
BO	Back Office
BOQ	Bill of Quantities
CRM	Customer Relationship Management
COPU	Certificate of Productive Usage
COTS	Commercial Off-The-Shelf Software product

CWP	Computerized workplace
DBMS	Database Management System
DCM	Decision of Council of Ministers
FRC	Functional Requirement
FO	Front Office
G2B	Government to Business
G2C	Government to Citizen
G2G	Government to Government
GDPR	General Data Protection Regulation
GDRTS	General Directorate of Road Transportation
GDT	General Directorate of Taxation
GG	Government Gateway
GUI	Graphical User Interface
HR	Human Resources
DCM	Decision of Council of Ministers
ICT / IT	Information Communication Technology / Information Technology
LAN	Local Area Network
LGU	Local Government Unit
Mol	Ministry of Interior
NAIS	National Agency of Information Society
NBC	National Business Center
NDCR	National Directory of Civil Registry
NID	National Identification Number
OSS	One-stop-shop
OSSIS	One-stop-shop Information System
OWASP	Open Web Application Security Project®
PAR	Public Administration Reform
PCU	Project Coordination Unit
PKI	Public Key Infrastructure
PMP	Project Management Professional
RfP	Request for Proposal
RERO	Real Estate Registration Office
SDC	Swiss Development Cooperation
SIDA	Swedish International Development Agency
STAR or STAR1	"Support to Territorial and Administrative Reform" Project
STAR2	"Consolidation of the Territorial and Administrative Reform" Project
STAR3	"Sustaining and Advancing Local Governance Reform" Project
SRS	Software Requirements Specification
TAR	Territorial Administrative Reform
ToR	Term of References
UAT	User Acceptance test
UML	Unified Modeling Language

UNDP	United Nations Development Programme
UI	User Interface
USAID	US Agency for International Development
UX	User Experience

A. Introduction

A.1. Context

In partnership with the Government of Albania, the European Union, Sweden, and Switzerland, UNDP Albania is implementing the project 'STAR3 – Sustaining and Advancing Local Governance Reform.'

The overall objective of STAR3 project is to strengthen local government effectiveness and efficiency through enhancing the supporting framework, consolidating systems, standards, and organizational capacities in place, expanding and sustaining service delivery innovation and best practices, and institutionalizing local government accountability to women and men for enhanced participatory governance.

STAR3 is implemented in the context of the post Territorial and Administrative Reform, supported by the project's two predecessors, STAR1 and STAR2, and built upon their results and the evolving context.

Over five years after the Territorial and Administrative Reform, the Decentralization and Local Government agenda has still to attain several ambitious goals and overcome daunting challenges that engage central and local governments. Many of the achievements need to be fully adopted and consolidated, other elements to be developed and embraced, additional institutional capacities need to be set up or strengthened, and further clarifications of complementary governance roles need to be made for coordinated, sustainable and effective development.

STAR2 project set several important milestones in this regard, by introducing, among others, an integrated and standard one-stop-shop system for local administrative service delivery, which evolved from development and testing, to piloting and then rollout to 52 Albanian municipalities. This specific action targeted public service delivery, which is a very important part of municipal responsibilities, if not the critical one. Improving service delivery at LGU level is one of the actions directly contributing to increased local government efficiency, effectiveness, and responsiveness to citizens' expectations.

The provision of public services through OSSIS has also been identified as a critical element both from PAR and Decentralization and Local Governance Strategies. The usage of such an automated system is seen as a contribution to:

- Empower municipalities to improve the quality of administrative services, monitor service execution, shorten the processing time, and increase transparency in the provision of services.
- Provide citizens additional possibilities for service tracking, feedback, and higher quality services in a shorter time.

As of May 2022, OSS is and works satisfactorily where local commitment, capacities and resources are combined well, as proven by a number of participating municipalities. The system works satisfactorily where a proper understanding of the benefits and local commitment, capacities, and resources are well-combined, it also showed that the shift to a new work culture and the need for capacities to operate the system independently were difficult to internalize for some other municipalities. Moreover, the resistance of end-users to change the working approach also plays its role. This is exacerbated by the lack of understanding of the importance of a standard, coherent and orderly system that ensures a more professional and analytical tool to benefit both the service providers and citizens and businesses as end-users.

A.2. Current OSS background and architecture

As a cumulative result of STAR2 and STAR3 efforts during the period 2018-2020, OSSIS has been already rolled out in the central offices of 52 municipalities of Albania (see list of municipalities in Section H). OSSIS is centrally hosted on the e-Government infrastructure (NAIS Datacenter). The system is being used by the central municipalities' front-office and back-office employees in the process of public administrative services provision to the citizens and businesses.

More than 70 services are configured in each LGU OSSIS, categorized in 11 categories based on a mapping of the business processes in the target municipalities. The list of configured services is shown in Annex 3; Tirana is considered a specific case and there the system has configured more than 100 services, allowing for additional ones if needed.

Service Names and Categories are unified for all municipalities. The system offers preconfigured static and dynamic processes. Most of the important data fields can be changed and be configurable in the system by LGU Admin Role or by Super User in a master system.

Dynamic configuration of each LGU organigram makes the system at the same time very personalized for each LGU and unified. Time management functions are configurable at LGU level to monitor staff performance and to help staff itself to prioritize its daily work. Flexible notification possibilities can be used by each LGU Admin to notify LGU staff or citizens by mail or by SMS. Service fee, tax precondition and many other systems features, and details are provided as per requests.

The infrastructure where OSSIS is located, configured and installed in NAIS Datacenter has the following Microsoft technologies:

- DIS Server Licensing: SysCtrStdCore, WinSvrSTDCore 2016, BztlkSvrStd 2016, SQLSvrStd 2016
- Servers Cluster Licensing: WinSvrDCCore 2016 and SysCtrDatactrCore
- DC Licensing: WinSvrSTDCore 2016 and SysCtrStdCore
- Database servers Licensing: WinSvrSTDCore 2016, SQLSvrEntCore and SysCtrStdCore
- Reporting servers Licensing: WinSvrSTDCore 2016 OLP, SysCtrStdCore and SQLSvrEntCore

The main OSSIS components are outlined in the architectural scheme in Figure. 1.

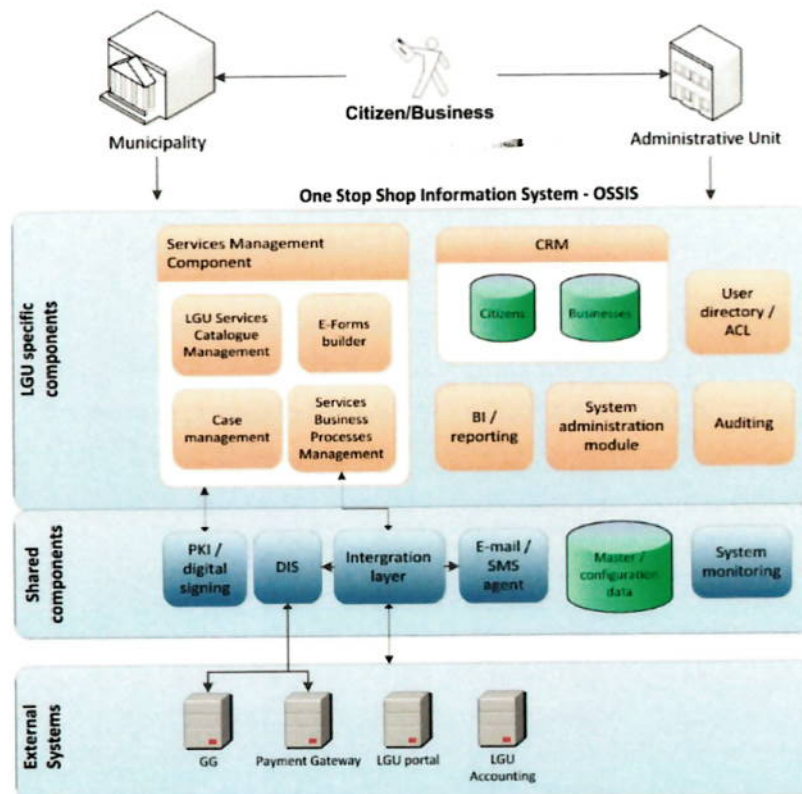


Fig. 1. High Level Architecture of OSSIS

1. **LGU Services Management component** is a core component of OSSIS System allowing administration of all LGU services offered to citizens and businesses. The component administers all metadata of the services, services workflow configuration, provides case management functionality and allows interfacing with 3rd party systems, such as e-government platform through GG. The main sub-systems of the component:

- **LGU Services Catalogue Management Module (SCMM)** provides a rich feature set to administer catalogue of LGU's public G2C and G2B services. The main functions of the module are management of services' cards, their metadata, configuration of services, design and creation of document templates, mapping to the configured workflows, service enabling and decommissioning functionality, management of the supported documents, i.e. legal documents, templates, instruction forms.
- **Case Management Module** is a sub-component for a service and its application execution based on a well-defined business process (service's workflow). Each LGU's service request initiates and then is tracked through the case management module, relying on service workflow configured in the business process management module. The execution of business processes generates cases, which enable application tracking, based on a workflow and the related state machine as per specific service type. The component tracks cases through all their lifetime. The case is the basic unit to measure the performance of the LGU service delivery and all the related back-office departments and 3rd party agencies in providing the services to the citizens and businesses.

Additional functionality, specific to provision of public services is required: citizens/businesses notifications through SMS/e-mail agent; dynamic document creation based on the data provided by OSSIS modules or external systems. The dynamic document creation functionality allows to generate documents required by services, based on the templates designed and configured in LGU SCMM.

- **Services Business Process Management Module** is the core module that enables business process execution, state transition, state persistence and process execution resumption based on events. It allows the collaboration of all service actors through the OSS system to provide service execution and service delivery. This module is tightly integrated with the Case Management Module to enable the flow of the case information of services offered to a citizen or business.
 - **e-Forms Builder Module** allows the design and administration of all required OSSIS data entry forms for the provision of LGU services. These are web forms, which are specific to services and may vary in amount and type of required data, requirements for additional data lookups from OSSIS components or external systems.
2. **The SQL Reporting Services** is an important component that provides managerial data analytics, visualization and reporting tools on the LGUs' OSS activities for central and local level management. This component is critical for monitoring progress as well as an instrument for assessing municipal performance and responsiveness in administrative

service delivery. This tool should potentially evolve into a full BI module, providing user friendly and graphically appealing data visualization as well as allowing for more in-depth, real-time analysis, necessary to inform decision makers. The implementation of this enhancement [BI] is not part of the present Terms of Reference, still it might be considered as an additional requirement at a later stage as part of the OSSIS consolidation and enhancement.

3. **CRM with Local Citizens Index and Local Businesses Index** component provides storage and administration of the citizens and businesses contact information. The component allows for manual data entering and/or fetching data from national registers.
4. **Administration Module** provides GUI for management of **master data and configuration data**, as well as data import and export functionality. The administration module is configured in two levels: LGU scope level and overall system administration level.
5. **Auditing Module** ensures that all OSSIS users' activities are tracked and stored for further audits if needed. In addition, the interactions with third party agents, such as external systems or stand-alone OSSIS modules interfaced by the integration layer is being are audited as well. Auditing reports on users' activities and extensive search of the audit log shall be provided. Due to expected large amount of auditing data, data retention schedule and backup mechanism have been implemented.
6. **User Index / Access Control Level Module**

LGU system users' roles and access control level information are saved in an industry standard repository, i.e., Active Directory. All components of OSSIS operate with Single Sign-On principle. The component provides flexible configuration for user roles, and their assignment to the OSSIS users. It is important to consider integration with PKI services for end user identification through a token or smartcard and digital signing for the service provider as it is described in the next section.

7. **PKI services / Digital Signing**

Currently all the mayors are equipped with qualified digital stamp¹¹. for the purpose of the e-Lejet platform. Future activities should consider the use of digital certificates for OSSIS, as well as for signing of e-documents and e-transactions. The platform is ready to be integrated with electronic signatures and digital stamp, further cooperation with NAIS will be required.

8. **Monitoring Module** includes System Center Operations Manager (**SCOM**), which provides graphical user interface to monitor software components of the OSSIS, including its application servers, DBMS, load balancers and other components. The Monitoring Module provides flexible configuration for adding new system components, using standard industry protocols or custom shell scripts.
9. **Integration Layer** is an OSSIS component that performs the role of Electronic Service Bus and is responsible for the interfaces with external IT systems and loosely coupled OSSIS components. The key interfaces to be implemented in the integration layer are:
 - **Integration with GG Platform**, which allows OSSIS to exchange information with back-end information systems of Government Agencies in order to deliver services

¹¹ Digital signatures are necessary for the mayors to use the e-lejet platform.

to citizens and businesses. The technical and documentation requirements of NAIS (AKSHI) have been met.

- **Integration with LGU's accounting system.** Import from LGU's accounting modules via comma separated files exchange has been implemented. It allows recording of all payment transactions that are performed through the payment module. Thus, it is already possible to get information from LGU's accounting system on a citizen's or business's amount of paid/unpaid taxes.
- **e-Mail/SMS Notification Agent** is a module that notifies the service requester, via SMS or e-mail, for any service-related information or status changes via SMS or email.
- **Payment Service.** Integration with the e-Albania Payment Services has been already prepared as first version integration, but in collaboration with NAIS will need revisiting.

B. Scope of Services

B.1. Scope of services

Maintenance and support services for the functioning of the municipal OSS is active until end August 2022. The **scope** of the present services required is:

1. To continue providing OSSIS maintenance and support services for 52 STAR3 OSS municipalities until 31 December 2022.
2. To continue updating OSSIS configuration to the actual state of organizational structures and service provision arrangements, when and if needed, in OSS municipalities and support IT admins of LGUs into sustainable usage of the OSSIS.
3. Maintaining reports platforms, if minor request for improvements needed. Related to SRSS and Power BI platform.

Detailed information on the expected activities and the technical requirements are provided in Sections below.

C. OUTPUTS OF THE Assignment

C.2. Outputs of the Assignment

C.2.1 OSSIS maintenance and support services

The Service Provider shall provide **OSSIS warranty and maintenance services**, including 2nd level and 3rd level support, to **52 municipalities**.

The Service Provider is required:

1. To establish a help desk for ensuring maintenance support to LGUs.
2. To provide 2nd and 3rd level maintenance support for a period till 31 December 2022.
3. To provide full warranty for its integral components for 1 year after the final acceptance of the completed configurational changes taken place during the period of this contract, when and if provided.

The **required SLA time** should be at least 8x5, 2 hours per day helpdesk support on call and with remote tools to manage troubleshooting, and 2 hours per week on site support. The hours not being used from previous day/week/month shall be transferred to consequent day/week/month.

C.2.2 Update OSSIS configuration to the actual state of municipal organizational structures and service provision arrangements

In the early stages of the assignment, the Service Provider shall conduct an analysis based on the data from: a) the latest updated logs/documentation submitted from the previous contract, b) reporting module and c) online communications on the ongoing issues of OSSIS usage, while focusing on the topics:

- Identification of the required OSSIS updates and changes due to the changes in municipalities' organizational structure, service portfolio, workflows, etc. Considering that there is no major updates forecasted in the organogram from the 52 LGU in the coming 4 months.
- Documentation of all noticed system errors, inefficiencies, requests for improvements or new minor features.
- As-Is and To-Be Front Office operation (generic operators, or fixed per department)
- As-Is and To-Be operation of protocol department (possibility to collocate journaling in the FO)

- Possibility to delegate the required approvals of the top management (e.g. major) to the competent employees on his behalf.

The collected information, change requirements, identified system's shortcomings shall be thoroughly documented and submitted to the municipality and UNDP/STAR3 for review and acceptance, based on tasks priorities and best usage of the limited time provided from the winning bidder to perform such tasks for the indicated period of time.

The man/days proposed from the bidder for such an output should be in compliance with the context explained throughout this document.

After conducting municipalities' situational analysis, the Service Provider is required to complete the following activities:

- The service catalogue shall be updated in order to match the services currently provided by the municipality based on the received list of actual services. Not relevant services shall be decommissioned, the non-existing services added to OSSIS. During the period of this contract the expected changes are minor in terms of service catalogs throughout the 52 LGU.
- The configuration of services, in respect to the required documents shall be reassessed. The objective is to minimize the quantity of the mandatory documents, which shall be uploaded into the system.
- Only actually mandatory documents shall be required to scan and upload into the system, leaving possibility to upload optionally for the rest.
- Update the configuration of the organization structure in the system configuration. Organizational structure of municipalities shall be updated with relevant missing LGU sectors as per the request, so that these sectors or directories (e.g., municipality police department) would be included in service flow to confirm the application.
- Update the configuration of the users and their roles, if required.
- Configure a role of "Front Office Manager" that would have access in all cases created and could see performance reports for all front office employees based on dynamic or predefined baseline.
- Resolve all open system errors (software bugs), CRIT and high priority issues.
- Performing data cleaning regarding to standardize coding and naming of new services, orphan applications, etc.

C 2.3 Training and online support to OSSIS end-users

The Service Provider shall request and identify the need for additional trainings for any newly recruited LGU's end user, mainly as train of the trainer assistance. The winning bidder shall provide at least updated manuals, video tutorials and facilitate organization of the online trainings, sharing of the materials, tests, etc.

The set of minimum requirements for the end user training:

- Plan and agree on the methods and training schedule with LGUs' assigned trainer (e.g. LGU IT admin).
- Rely mainly online form of training, may be considered onsite end-users training only in three LGU.
- Update existing OSSIS manuals and training materials, where appropriate.

C.3 Assignment milestones

M1 Contract in force

M2	Situation assessment, develop the required system configuration changes and solutions to slow down factors.
M3	OSSIS maintenance and 1-3 level support continuation.
M4	OSS municipalities supported to improve OSSIS utilization
M5	Analytics and BI Reporting Solution improved as per M2 and continual requests.
M6	Warranty and maintenance for 12 months

The Service Provider shall prepare an **initial project plan**, which reflects the objectives of the assignment, and taking into consideration that the deadline for completion is before of end 2022 for the milestones listed above.

C 4. Assignment management

Project implementation shall follow an agile approach, considering, and reacting to the unique situations in municipalities and aiming to improve the take up of OSSIS in each municipality.

The Service Provider is expected to employ adequate project management (PM) techniques, demonstrating ability to adjust to the changing environment, i.e. the foreseen challenges due to elections, COVID-19 pandemic as well as possible organizational challenges within the municipalities.

The Service Provider shall rely on validated and industry proven PM methodologies and create a lean PM framework, which would ensure that major PM disciplines such as resources, scope, change, quality, risk, communication, and integration management are covered.

The set of minimum requirements for a lean PM framework should include:

- Conduct monthly steering committee technical meetings
- Provide Minutes of the major meetings and workshops with the municipalities and UNDP/STAR3.
- Provide monthly progress reports
- Provide final report, which would aggregate all document deliverables in the annexes, achieved results, system usage statistics, lessons learned, and recommendations related to the OSSIS. The final report shall also include detailed maintenance and warranty procedures.

C.5. Acceptance testing and Warranty

The acceptance test scenarios shall cover the changes in system functionality and configuration and cover the corresponding requirements **identified during the implementation**. All acceptance tests implemented by the Service Provider will be monitored and approved by UNDP/STAR3 at each step. The Acceptance testing shall be conducted in accordance with the testing procedures and using the schedule of tests as proposed by the Service Provider and confirmed by UNDP/STAR3 and the Beneficiary.

The warranty of the system built shall be not less than 1 (one) year and **shall not carry any cost** apart of that required for the during the implementation period of this contract. The warranty period starts after UATs are signed from each LGU individually. Start and End date is subject of change, based on the OSS delivery in the specific LGU. For any UAT to be signed, the respective LGU must have entered at least two applications for each service affected, such task should be completed under the supervision of the Service Provider.

During the warranty period, the SP's developer shall fix all defects deriving from the implementation taken place during the phase of this contract, and within the agreed time limits, provided that the following conditions are met:

- documented evidence of system failure or fault is given;
- proof that the failure occurred due to a development fault;
- proper usage of software in accordance with the manual;
- no unwarranted interference with the software package on the part of the client;

- Subject of the client's complaint is covered in the requirements specification;
- Service Provider will fix reported bugs and malfunctions **with no additional costs**;

Warranty obliges the SP's developer to eliminate only those defects which arise as a result of his/her own error(s). If the failure is deemed to be the fault of the client, then the developer is not obliged to resolve any defects or provide a new version of the software.

D. Institutional Arrangements

D.1. Supervising authority

The Bidder will work under the overall supervision of UNDP Albania /STAR3, to which the Bidder will directly report, seek approval, and obtain the acceptance of deliverables. Upon the completion of work assignment outputs, STAR3 will evaluate the Bidder's work, certify relevant documents and process/follow-up on the payments.

In preparing the work plan and the timeline for the implementation of the activities, the Bidder has to consult closely with the STAR3 staff. The Bidder must inform STAR3 of all irregularities and any potential deviations from the original plan.

UNDP shall make all efforts to facilitate collaboration and interaction with partners and networks, on top of the efforts invested by the Bidder itself.

D.2. Institutional arrangements

The dedicated UNDP project staff on service delivery will be at the disposal of the process for supporting and monitoring the progress made in the 52 municipalities in implementing this task.

E. Other

E.1. Geographic coverage

The Geographical area to be covered is country wide, covering 52 OSSIS municipalities. Therefore, the Bidder will have to make sure to access all LGUs in a well-planned systematic approach, which calls for a well-designed plan of distribution of resources and presence in the territory.

C1. Reporting requirements

The Service Provider will report directly to UNDP. **Progress update report** will be submitted every **two weeks** starting from the second week of kick-off meeting. When reporting is linked to the release of relevant instalments, as for the payment schedule that will be specified in the contract, the Service Provider must provide along with the narrative, the corresponding invoice and financial report. The financial section must contain details of the actual reimbursable costs incurred in the performance of the Services within the maximum amounts per cost category as detailed in the approved breakdown of costs.

A final report will be submitted at the end of the period of execution. The draft final report must be submitted at least one week before the end of the period of execution of the contract.

E.2. Implementation duration

The expected implementation of support period of the OSS system will be 4 (four) months starting from 1st September 2022. 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.

F. Qualifications of the Successful Bidder

F.1. Successful Bidder profile

The successful Bidder should have prior experience in providing business and software analysis complex software solutions designing, developing and deployment of new or updated services, supporting implementation of web-based one-stop-shop systems 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 Bidder 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 customers 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 service delivery.

The Bidder should demonstrate good project life-cycle management capability, including project, integration, change financial, quality, and risk management and accountability, administration, provision of logistical support and effective reporting.

The potential Bidders who wish to participate should also meet qualification sets of criteria in terms of expertise, methodology, management and satisfy minimum eligibility requirements as described further below and in the datasheet:

Category	Company's qualification requirements
Quality management system	The bidding company must hold a valid ISO 9001, ISO 20000-1, ISO 22301, and ISO 27001 certification
Technology certification of the Bidder	The bidding company must be certified in the current OSSIS technology stack, i.e., at least in relational database technology and programming language of the system that is in use, i.e., MS SQL, MS .NET. Certification in low-code platform WebAssembler.NET and data analyses in Power BI is regarded as benefit.
Technology certification of the Bidder (RDBMS)	The bidding company must be Microsoft Silver or Gold partnership.
Project references	During the past 5 years, at least three (3) customer references, where the bidding company have successfully implemented and deployed complex one stop shops processes automation software systems in LGUs or similar. The reference projects will be treated as successful if the implemented system was used in live (productive) operation in LGU and/or include at least one e-service implementation with NAIS.
Manufacturer's authorizations	The bidding company shall provide Manufacturer's Authorizations for Commercial Off the Shelf and standard software. Standard software stands for generic purpose operating systems, DBMS, application, and web servers, etc.

F.2. **Successful Bidder personnel**

The Service Provider should make available a team of highly experienced and qualified experts and possess 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 as it set forth below

In consideration of time limitations, the geographic extent of the assignment and the peculiarities of each required work package, the Service Provider should demonstrate substantial human resource capacity, 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 not less than 12 professionals, at different times during the implementation, who will be engaged in accordance with the proposed plan. 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 to be available and engaged case by case as per necessity to ensure satisfactorily and timely deliver the expected outputs:

Position	Key qualification
Project Manager (1)	Graduate in IT/Computer Science, Engineering or Management
	PMP, IPMA (level A, B or C), Prince 2 Practitioner or alternative internationally recognized certificate with validity and certification process through testing centers.
	Internal staff of Proposer for at least one year
	Experience: Minimum of 7 years of experience in managing IT projects up to successful completion
	Excellent written and spoken Albanian and English skills
Implementation Team Leader (min 1)	Graduate in IT/Computer Science, Engineering or Management
	Minimum 2 years of management or team leading experience
	Excellent written and spoken Albanian and English skills
Local Governance Specialist (min 1)	Graduate in Public administration or related area.
	Experience of work with local governance projects
	Prior experience with consultancy and requirements analysis of one-stop-shop systems for LGUs.
	Very good written and spoken Albanian and English skills
Business Analyst (min 1)	Graduate in IT/Computer Science or related fields.
	Business analyst certifications for the given solution are required.
	Prior experience with consultancy and requirements analysis of one-stop-shop systems for LGUs.
	Experience in analytical processes involving elicitation of requirements in complex business scenarios.

Position	Key qualification
	Minimum of 5 years' experience in business analysis of IT Systems.
	CMMI related or similar certifications.
	Internal staff of Proposer for at least 6 months
	Very good written and spoken Albanian and English skills
Senior Developer (min 1)	Graduate in IT/Computer Science
	Internal staff of Proposer for at least one year
	Minimum of 5 years' experience in systems and software development.
	Certified (MCPD) or Java developers holding a certification from Microsoft or Oracle or IBM.
	Prior experience with software development of one-stop-shop systems for LGUs or other complex service oriented software solution
	Sufficient written and spoken Albanian and English skills
Software Developer (min 2)	Graduate in IT/Computer Science, Engineering.
	Certified (MCPD) or Java developers holding a certification from Microsoft or Oracle or IBM.
	Minimum of 3 years' experience in development with the technologies proposed by the Service Provider
Software Tester (min 1)	Graduate in IT or Engineering related fields.
	Certification in software testing
	Minimum of 2 years' experience in Quality Assurance
BizTalk specialist (min 1)	Graduate in IT/Computer Science, Engineering.
	Internal staff of Proposer for at least one year
	specialists certified for Microsoft BizTalk from Microsoft which is the core component of the Government Gateway.
	Experience: Minimum of 2 years' experience with BizTalk technology
Database Administrator/ Data Analyst (min 1)	Graduate in IT/Computer Science, Engineering.
	Minimum of 3 years' experience in database administration and management, data analyst, report designer in Power BI
	Certifications on management and administration of database offered for the solution are required, including reporting platforms.
Maintenance specialist (min 1)	Graduate in IT or Engineering related fields.
	ITIL or similar certifications
	Minimum of 3 years' experience in providing support for end users in IT projects.

G. Recommended Presentation of Proposal

G.1. Proposal Price

The contract price will be a fixed output-based price.

The Proposer, in complying with RfP **Section 6F and 6G – Financial Proposal Form**, is requested to break down / itemize costs per deliverables and per cost components.

The Service Provider shall ensure that experts are adequately supported and equipped. In particular, it shall ensure that there is sufficient administrative and management provision to enable experts to concentrate on their primary responsibilities related to this project.

For purposes of receiving proposals whose contents are uniformly presented and to facilitate their comparative review, the preferred content and presentation of the Proposal to be submitted, as well as the format/sequencing of their presentation should follow the structure described in Sections 4-10 of the RFP document.

G.2. Schedule of Payments

Instalments	Quantity	Conditions
1st installment	20%	<ul style="list-style-type: none"> After submission of Monthly Reports (Sept, Oct 2022) as per the Maintenance and Support requirements 31 Oct 2022
2nd installment	80%	<ul style="list-style-type: none"> After submission of Monthly Reports (Nov, Dec 2022) Handover updated documents, manuals and source code to institution counterpart responsible for the OSSIS handover. 31 Déc 2022

Payment tranches shall be made against well-documented invoices with supporting documents (report, documentation produced, agreement/UAT/Maintenance SLA signed, etc.) as an annex to the Invoice, which should justify the amount of requested payment.

H. List of STAR3 Municipalities with operational/installed OSS

Nr	MUNICIPALITY
1	BELSH
2	BULQIZE
3	CERRIK
4	DELVINE
5	DEVOLL
6	DIBER
7	DIVJAKE
8	DROPULL
9	DURRES
10	ELBASAN
11	FINIQ
12	FUSHE-ARREZ
13	GJIROKASTER
14	GRAMSH
15	HAS
16	HIMARE
17	KAVAJE
18	KELCYRE
19	KOLONJE
20	KONISPOL
21	KORCE
22	KRUJE
23	KUCOVE
24	KUKES
25	KURBIN
26	LIBOHOVE
27	LIBRAZHD
28	LUSHNJE
29	MALESIA E MADHE
30	MALIQ
31	MALLAKASTER
32	MEMALIAJ
33	MIRDITE
34	KAMEZ
35	PATOS
36	PEQIN
37	PERMET
38	POGRADEEC
39	POLICAN
40	PRRENJAS

41	PUKE
42	PUSTEC
43	ROSKOVEC
44	RROGOZHINE
45	SELENICE
46	SHIJAK
47	SKRAPAR
48	TEPELENE
49	TIRANE
50	TROPOJE
51	VLORE
52	VORE

ANNEX 5

MINIMUM QUALIFICATION REQUIREMENTS AND ELIGIBILITY CRITERIA

Subject	Documents to be provided
Eligibility	
1. Language of the bid must be English	1.1 All original legal documents must be notarized same as original and also notarized translation in English must be provided in case documents are in other languages.
2. Registration to perform the requested services as a legal entity;	2.1 Certified copy of applicant's registration; 2.2 Written Self-Declaration The company is not on the UN Security Council 1267/1989 List, UN Procurement Division List, or Other UN Ineligibility List, etc.
3. Profile – describing the nature of the business, field of expertise, licenses, certifications, accreditations;	3.1 Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured.
4. Financial standing and tax obligations	4.1 Certificate from Tax Office that shows that the Consultant has paid all obligatory taxes for the last year (not older than three months).
Qualification	
Company Experiences:	Reference list indicating successfully implemented projects within the last 5 (five) years on the company memorandum letter.
Previous experience in similar project.	
At least 3 (three) successfully prepared projects in environment/climate action within the last 5 (three) years.	Recommendation letters indicating the value, complexity, and date of project completion, for at least 3 (three) projects. Letters should include the referral's contact details.
Team composition and competences of the team members	
1. Team leader – senior member of the team with at least 10 years of experience in environment/climate action in leading complex projects in climate sector, climate adaptation needs assessment and capacity development	<ul style="list-style-type: none"> List of team members to be engaged for the contract (names, education, skills, years of experience); CV of each team member with references and letters of recommendation; Copies of professional licenses and university diplomas (bachelor and master's degree) of each team member);
2. Team specialist(s) – At least one expert with specialization in institutional development/capacity building.	<ul style="list-style-type: none"> Statement on availability and exclusivity during the entire contracted period, signed by each team member.

NOTE: Above minimum qualification requirements are defined. Bidder must demonstrate relevant capacity in terms of the engaged staff through the submission of their CVs.

ANNEX 6

TECHNICAL EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	100
1.2	General Organizational Capability to undertake the assignment	100
1.3	Relevance of specialized experience on similar engagements done in the region/country	70
1.4	Organizational Commitment to Sustainability (mandatory weight)	30
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail?	100
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
2.3	Details on how the different service elements shall be organized, controlled and delivered	70
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	60
2.5	Assessment of the implementation plan	70
Total Section 2		400

Section 3. Management Structure and Key Personnel		Points obtainable
3	Qualifications of key personnel proposed	

3. a	Project Manager (1)		60
	- Graduate Degree in IT/Computer Science, Engineering or Management	15	
	- PMP, IPMA (level A, B or C), Prince 2 Practitioner or alternative internationally recognized certificate with validity and certification process through testing centers.	15	
	- Internal staff of Proposer Bidder for at least one year	15	
	- Experience: Minimum of 7 years of experience in managing IT projects up to successful completion	10	
	- Excellent written and spoken Albanian and English skills	5	
3. c	Implementation Team Leader (min 1)		40
	- Graduate Degree in IT/Computer Science, Engineering or Management	15	
	- Minimum 2 years of management or team leading experience	15	
	- Excellent written and spoken Albanian and English skills	10	
3. e	Local Government Specialist (min 1)		25
	- Graduate Degree in Public administration or related area	10	
	- Experience of work with local governance projects	10	
	- Prior experience with consultancy and requirements analysis of one-stop-shop systems for LGUs	5	
	- Very good written and spoken Albanian and English skills	5	
3. f	Business Analyst (min 1)		226
	- Graduate Degree in IT/Computer Science or related fields	6	
	- Business analyst certifications for the given solution are required	8	
	- Prior experience with consultancy and requirements analysis of one-stop-shop systems for LGUs	2	
	- Experience in analytical processes involving elicitation of requirements in complex business scenarios	2	
	- Minimum of 5 years' experience in business analysis of IT Systems	2	
	- CMMI related or similar certifications	2	
	- Internal staff of Proposer Bidder for at least six months	2	
	- Very good written and spoken Albanian and English skills	2	
3. g	Senior developers (min 1)		36
	- Graduate Degree in IT/Computer Science	6	
	- Internal staff of Proposer for at least one year	6	
	- Minimum of 5 years' experience in systems and software development	8	
	- Certified (MCPD) or Java developers holding a certification from Microsoft or Oracle or IBM	8	

	- Prior experience with software development of one-stop-shop systems for LGUs and at least 3 years prior experience with integrating systems in the Albanian Government Integration Platform	6	
	- Sufficient written and spoken Albanian and English skills	2	
3. h	Software Developers (min 2)		36
	Graduate in IT/Computer Science, Engineering.	14	
	Certified (MCPD) or Java developers holding a certification from Microsoft or Oracle or IBM.	14	
	Minimum of 3 years' experience in development with the technologies proposed by the Service Provider	8	
3. i	Software Tester (min 1)		18
	Graduate in IT or Engineering related fields.	7	
	Certification in software testing	7	
		4	
	Minimum of 2 years' experience in Quality Assurance		
3. j	BizTalk Specialist (min 1)		18
	Graduate in IT/Computer Science, Engineering.	6	
	Internal staff of Proposer for at least one year	4	
	Specialists certified for Microsoft BizTalk from Microsoft which is the core component of the Government Gateway.	6	
	Experience: Minimum of 2 years' experience with BizTalk technology	2	
3. k	Database Administrator/ Data Analyst (min 1)		18
	Graduate in IT/Computer Science, Engineering.	6	
	Minimum of 3 years' experience in database administration and management, data analyst, report designer in Power BI	6	
	Certifications on management and administration of database offered for the solution are required, including reporting platforms.	6	
3. l	Maintenance specialist (min 1)		18
	Graduate in IT or Engineering related fields.	6	
	ITIL or similar certifications	6	
	Minimum of 3 years' experience in providing support for end users in IT projects.	6	
Total Section 3			300

