**MILLENNIUM CHALLENGE ACCOUNT – Georgia**



**REQUEST FOR QUALIFICATIONS**

**CONSULTANCY SERVICES (FIRM)**

**THE MILLENNIUM CHALLENGE ACCOUNT – GEORGIA**

**On Behalf of:**

**THE GOVERNMENT OF GEORGIA**

**Funded by**

**THE UNITED STATES OF AMERICA**

**through**

**THE MILLENNIUM CHALLENGE CORPORATION**

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**Procurement of Consultant Services**

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**Assessment of Georgian STEM Programs and Design of Investment to Build Capacity for ABET Accreditation**

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**RFP/CQS/GEO-2013-006**

**Date: 1st August , 2013**

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**I.** **LETTER OF INVITATION**

# **Re: Assessment of Georgian STEM Programs and Design of Investment to Build Capacity for ABET Accreditation**

**RFP/CQS/GEO-2013-006**

On December 19, 2012, MCC’s Board of Directors re-selected Georgia as eligible for MCC assistance for a second grant. An analysis of economic growth in Georgia conducted by the GoG in 2011 identified human capital as a binding constraint to continued growth.

The GoG and MCC are developing an investment proposal for a package of investments in the delivery of high quality higher education programs in priority STEM (science, technology, engineering and math) fields. This includes both foreign bachelor degrees and accredited Georgian bachelor degrees. These technical instructions regard this higher education investment proposal and specifically Georgian STEM bachelor degree programs.

While access is widespread, higher education institutions in Georgia focusing on STEM education are not of sufficient quality to provide the high-quality graduates needed in the private and other sectors. Georgia has industrial, infrastructure, information technology and transport related growth which demands well-educated graduates from STEM degree programs. Furthermore, to compete successfully in the global science and technology knowledge economy, Georgia needs high performing STEM graduates.

The GoG has proposed that international universities in partnership with Georgian universities offer their STEM degrees in Georgia. A Request for Proposals (RfP) was released by the MCA-G in February, 2013, for the Selection of *Partner Institution(s) for Capacity Building and Establishing Bachelor Degree Programs in Science, Technology, Engineering and Math Higher Education in Georgia*.

The RfP sought proposals from international universities, alone or in consortia, in partnership with Georgian universities to deliver high-quality, accredited STEM bachelor degrees. The RfP allowed for the selection of up to three finalists to further develop the programs described in their proposals during a Program Development Phase. In this phase, the finalists will be asked to develop full technical proposals outlining program implementation, providing specific information and data that will allow MCC and the GoG to assess program technical viability, cost-effectiveness and economic rate of return. In addition to developing detailed proposals for delivery of their own STEM bachelor degree, finalists will be asked to detail what would be required to strengthen at least one STEM degree offered by their Georgian partner(s).

These terms of reference are for contractor work on the design of a possible investment in ABET accreditation of Georgian STEM degree programs. The intended outcome would be ABET accredited Georgian STEM degree programs. It is separate from related work that the selected finalists will carry out in establishing their own degree programs. As such, it will allow MCC and the GoG to consider ABET accreditation of Georgian STEM degree programs as a possible stand-alone, alternate investment or a joint investment with a U.S. degree partnership program.

The Millennium Challenge Account Georgia requires consulting services of a **Firm** to provide the following specific tasks as described in the Terms of Reference (TOR), see section 2.

**Location**: Tbilisi, Georgia and at the consultant’s home office

**Anticipated Start Date**: September 2013

**Duration of Assignment**: Up to 6 weeks level of effort within 3 months

Before applying, interested consultants (Firm) should review the Terms of Reference (TOR) attached hereto, that describes the assignment in detail.

The required qualifications for the Consultant to be considered are indicated in the TOR.

The selection shall be carried out in accordance with the procedures set forth in Section 1.B. of the MCC Program Procurement Guidelines (PPG) for “Selection Based on the Consultant’s Qualifications (CQS),” which are available on the ―Business & Procurements‖ page of the MCC website (http://www.mcc.gov). The selected consultant will sign a contract (Attachment 2) on the basis of a fixed price/fee lump sum.

**Eligibility**

Consultants (including their associates, if any), their Sub-Consultants and Personnel, shall satisfy the eligibility criteria set forth below, as applicable.

Consultants (including their associates, if any), their Personnel and Sub-Consultants shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with the Fraud and Corruption article below, or that have been declared ineligible for participation in a procurement in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled “Excluded Parties Verification Procedures in MCA -Georgia Program Procurements” that can be found on MCC’s website at www.mcc.gov. This would also remove from eligibility for participation in a procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States. As of the date of this Request for Proposals, those countries are [Cuba, Iran, North Korea, Sudan and Syria]. However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the web sites identified in the guidance paper referenced above for the most current listing of sanctioned and restricted countries.

Consultants (including their associates, if any), their Personnel and Sub-Consultants not otherwise made ineligible for a reason described in the immediately preceding paragraph shall be excluded if:

1. as a matter of law or official regulation, the Government prohibits commercial relations with the country of such Consultant, associates, Personnel or Sub-Consultants;
2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of such Consultant, associates, Personnel or Sub-Consultants or any payments to persons or entities in such country; or
3. such Consultant, associates, Personnel or Sub-Consultants are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on the MCC website at [www.mcc.gov](http://www.mcc.gov).

Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.

In the case where a Consultant intends to associate with another Consultant and/or individual expert(s), then such associates shall also be subject to the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.

Government-Owned Enterprises (GOEs) are not eligible to compete for MCC-funded contracts. GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract anticipated to be procured through these means. This prohibition does not apply to Government-owned Force Account units owned by the Government of the MCA –Georgia’s country, or Government-owned educational institutions and research centers, any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC’s Program Procurement Guidelines. All Consultants must certify their status as a part of their submission in EOI Form I.

**Fraud and Corruption**

MCC requires that all beneficiaries of MCC Funding, including the MCA -Georgia and any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MCA -Georgia:

1. will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
2. has the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and
3. has the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA -Georgia, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Proposal or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by the MCA -Georgia with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC Funding allocated to the Contract if it determines at any time that representatives of a beneficiary of the MCC Funding engaged in Fraud and Corruption during the selection process or the execution of the Contract, without the MCA –Georgia or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

MCC may also invoke, on its own behalf, any of the rights identified for the MCA -Georgia in (a) - (c) above.

**Application Procedure**

Interested Consultants are requested to send their responses, which should include an expression of interest to be considered for the assignment, an updated CV showing the minimum requirements described above and in compliance with the attached TOR, contact details (i.e., address, telephone and fax numbers, e-mail address, website, etc.), at least three references that can comment on the consultant’s related work experience, and any other relevant information. Responses in the standard Expression of Interest format should be addressed by email to:

Email: procurement@mcageorgia.ge

Deadline for submission of responses: August 8, 2013, at **6:00 pm** local time in **Georgia (GMT+4)**.

Yours sincerely,

George Zurabashvili

Acting CEO

MCA-Georgia

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| 1. TERMS OF REFERENCE |

**Assessment of Georgian STEM Programs and Design of Investment to Build Capacity for ABET Accreditation**

Background

On December 19, 2012, the Millennium Challenge Corporation’s (MCC) Board of Directors re-selected Georgia as eligible for MCC assistance for a second grant. An analysis of economic growth in Georgia conducted by the Government of Georgia (GoG) in 2011 identified human capital as a binding constraint to continued economic growth.

The GoG, acting through the Millennium Challenge Account-Georgia (“MCA-G”),and MCC are developing an investment proposal for a package of investments that aim to deliver high quality higher education programs in priority STEM (science, technology, engineering and math) fields. This includes both foreign bachelor degrees and accredited Georgian bachelor degrees. These technical instructions (terms of reference) correspond to this higher education investment proposal and specifically Georgian STEM bachelor degree programs.

While many institutions offer post-secondary degrees in Georgia, existing STEM programs are not of sufficient quality to provide the high-quality graduates needed in the private and other sectors. Georgia has industrial, infrastructure, information technology and transport related growth which demands well-educated graduates of STEM degree programs. To compete successfully in the global science and technology knowledge economy, Georgia needs high- performing STEM graduates.

The GoG has proposed that international universities, in partnership with Georgian public universities, offer their STEM degrees in Georgia. A Request for Proposals (RFP) was released by MCA-G in February, 2013, for the Selection of *Partner Institution(s) for Capacity Building and Establishing Bachelor Degree Programs in Science, Technology, Engineering and Math Higher Education in Georgia*.

The RFP sought proposals from international universities, alone or in consortia, in partnership with Georgian universities to deliver high-quality, accredited STEM bachelor degrees. Three finalists were selected to further develop the programs described in their proposals during a Program Development Phase. In this phase, the finalists will be asked to develop full technical proposals outlining program implementation, providing specific information and data that will allow MCC and the GoG to assess program technical viability, cost-effectiveness and economic rate of return. In addition to developing detailed proposals for delivery of a foreign STEM bachelor degree, finalists will be asked to detail what would be required to strengthen at least one STEM degree offered by their Georgian partner(s).

As such, in addition to a foreign bachelor’s degree, the intended outcome of the MCC compact-funded higher education project would also include at least one ABET[[1]](#footnote-2) accredited Georgian degree program in a STEM field. These terms of reference are for contractor work on the design of a possible investment in ABET accreditation of Georgian STEM degree programs. The intended outcome would be ABET-accredited Georgian STEM degree programs. It is separate from related work that the selected finalists will carry out in establishing their own degree programs. As such, it will allow MCC and the GoG to consider ABET accreditation of Georgian STEM degree programs as a possible stand-alone, alternate investment or a joint investment with a U.S. degree partnership program.

**ABET Accreditation**

ABET is an independent, U.S.-based organization that accredits college and university programs in the disciplines of applied science, computing, engineering, and engineering technology. ABET accredits over 3,100 programs at more than 670 colleges and universities in 24 countries. ABET accredits programs, not whole institutions or administrative units such as departments or colleges. ABET accreditation applies to a specific program offered by an institution in a way that can be clearly distinguished from other non-accredited programs offered by the institution. The principle is that the public, including a prospective employer, must be able to clearly determine whether or not a specific graduate completed an accredited program.

ABET does not provide assistance to programs in preparing for an accreditation review by ABET. An accreditation review is an evaluation of whether a program will be accredited and if successful, results in the program receiving accreditation. The obvious reason for this is to avoid a potential conflict of interest, or the perception thereof.

ABET accreditation does not include criteria related to gender or social equity in program delivery or participation, but in line with MCC principles, these technical instructions include such considerations, with respect to faculty and students.

**ABET Due Diligence**

In February, 2013, a mission comprised of MCC, MCA-G and Ministry of Education and Science (MES) staff visited Turkey to examine the experience of university programs that have achieved ABET accreditation. In March, 2013, assessments were conducted at four Georgian universities regarding the potential for their programs to achieve ABET accreditation. The results of these assessments will be provided upon contract signing.

**Objective**

The objective of these technical instructions is to assess, design, and determine the cost of a potential investment that would strengthen selected existing Georgian STEM bachelor degree programs at public universities and prepare these programs to undertake the ABET accreditation process. The purpose is to build capacity of relevant Georgian programs of study to deliver high-quality, accredited STEM bachelor degrees.

The MCC Compact-funded investment in ABET accreditation of Georgian programs could include the areas below:

* upgrading teaching and laboratory facilities;
* provision of new teaching equipment, technology, and machinery;
* provision of institutional support;
* faculty strengthening and continued professional development;
* recruitment of contracted academic staff;
* strengthening the management capacity of degree program managers;
* twinning relationships between international and Georgian programs;
* development of educational objectives, student outcomes and curricula;
* development of student recruitment and admissions criteria;
* development of student performance assessments;
* development of student internship and work-study opportunities;
* development and implementation of a private sector engagement strategy;
* development of long-term technical and financial sustainability plans, including an operations and maintenance plan for the facility as well as proper safety precautions and management of technical equipment, disposals of hazardous materials and wastes related to facilities and equipment, health and safety training for teachers and students, etc.

The ABET accreditation process should focus on existing STEM program offerings in Georgia in the following areas: civil engineering, electrical engineering, computer engineering, computer sciences, and agricultural engineering. For each program, the contractor will provide separate, detailed technical and financial descriptions that will allow MCA-Georgia, MCC, and the GoG to assess program technical viability, cost-effectiveness, and an economic rate of return. Please see the following web site for a list of accredited higher education institutions in Georgia, each including links to degree programs (further information will be provided at the time of contract award):

<http://www.mes.gov.ge/content.php?id=1855&lang=eng>

<http://www.mes.gov.ge/content.php?id=131&lang=eng>

In developing the ABET accreditation process, the consultant must consider compliance with MCC environmental and social standards for developing programs that involve infrastructure construction or rehabilitation, use and disposal of hazardous materials in laboratories, health and safety training for workers, students and instructors, etc. The MCA-Georgia Environmental and Social Performance and Social and Gender Directors will be available for consultations on theses issues.[[2]](#footnote-3)

**Tasks**

The contractor will carry out assessments resulting in a detailed technical and financial investment design for ABET accreditation of one of each of the following STEM programs of study at Georgian public universities: computer engineering, computer science, electrical engineering, civil engineering, agricultural engineering.

***Task 1: STEM Program Rapid Assessments*.**

Conduct a rapid assessment of up to ten existing programs at Georgian public universities and recommend five programs (one in each of the disciplines listed above) to receive a full assessment under Task 2.

***Task 1.1: Review documents and reports.*** Reviewing available information about public universities offering the desired programs. Review available due diligence reports from MCA-Georgia and MCC.

***Task 1.2: Propose a list of programs for rapid assessment.*** Propose a list of up to 10 programs for rapid assessment.

***Task 1.3: Conduct a rapid assessment of up to ten programs.*** This assessment should include document/data review for these programs and may include short visits to assess facilities, faculty, curriculum, and leadership.

***Task 1.4: Propose five programs for full assessment in Task 2.*** This proposal will be reviewed and agreed upon with MCA-Georgia.

***Task 2: STEM Program Assessments*.**

Provide program-specific and comparative assessments of the potential of existing STEM programs in designated Georgian universities to be developed to obtain ABET accreditation. Comparative assessments would entail a ranking of programs in terms of their ABET readiness, or the comparative “level of effort” required to acquire ABET accreditation.

In conducting assessments, the contractor will organize a series of workshops for the relevant faculty and staff of each of the Georgian university STEM bachelor degree programs to:

* Familiarize institutional leadership/ management, faculty, and staff of target Georgian universities with ABET requirements and procedures;
* Assess the level of management and faculty interest in and willingness to commit to undertaking the improvements needed in advance of ABET review and program strengthening more broadly.
* Develop an initial work plan, including time frame, scope, and budget, for implementing proposed changes; assess feasibility of preparing for ABET accreditation review in a four- to five-year period.

Either through workshops or through other methods identified by the contractor and agreed with MCA-Georgia, the following tasks will be undertaken:

***Task 2.1: Data Collection[[3]](#footnote-4).*** For each STEM program, work with the Ministry of Education and Science, universities’ staff and faculty, and other relevant organizations to obtain and subsequently provide:

1. Number of students majoring in the program, disaggregated by gender and other social characteristics (e.g. social vulnerability[[4]](#footnote-5), Region of origin, etc.);
2. Graduation rates for each program (number of students graduating and receiving a degree divided by the first year intake for the same cohort), disaggregated by gender and other social characteristics (e.g. social vulnerability, Region of origin, etc.);
3. Number of faculty in each program by degree (BS, MS, PhD) and tenure status, disaggregated by gender and other social characteristics;
4. Areas in which faculty could improve capacity (i.e. subject matter knowledge);
5. Ability of faculty/staff to support, service and operate modern STEM equipment;
6. Number of hours needed to complete STEM degree (list of courses, curricula for each program, activities such as capstone projects, credit hours);
7. Student admission criteria for each program;
8. Student outcomes, including general employment rates and employment rates in jobs related to the field of study for graduates, monthly/yearly earnings of graduates, and types of jobs or sectors where graduates are employed. Quantitative data is preferable, where available. Otherwise, anecdotal or qualitative data from interviews with key informants should be used, with documentation of sources provided, where possible. Data should be disaggregated by gender and other social characteristics (e.g. social vulnerability, Region of origin, etc.);

***Task 2.2: Institutional Framework and Leadership Assessment.*** While ABET accredits programs, not institutions, it is important to assess whether there is institutional leadership, management and other support structures that would encourage, facilitate and sustain these programs. The contractor should:

1. **Assess institutional support for establishment of quality, relevant STEM education that includes engagement with private and public sector actors.** This vision would include an understanding of the need for genuine engagement with the private and public sectors. This vision is seen as important in order to make significant progress in contributing fully to Georgia’s social and economic development through STEM higher education, and should be endorsed by faculty as well as university leadership. Is the vision of engaged high quality STEM programs an integral part of the university’s mission? Does the university take measures to ensure the vision is genuine for faculty, primary governing body? How is this done? What is the governance structure of the university?
2. **Assess whether effective leadership exists at the institutional and programmatic levels.** Are there leaders at the institutional and programmatic levels (e.g., deans) that can lead and nurture the kinds of changes needed to build programs that can be ABET accredited? If that kind of leadership is not presently in place, are there reasons to believe that such leadership can be developed?
3. **Assess whether institutional financial support is adequate and sustainable to support the vision and the capacity building needed in the STEM programs.** What is the current Georgian government commitment to reliable, sustained public financial support for quality STEM programs? Can tuition be kept at a level that is affordable for many Georgian families, and is adequate scholarship money available? Discuss the strengths and weaknesses of the current system of providing needs-based student stipends, with an emphasis on stipends used to fund studies in STEM fields. Obtain specific information regarding sources of financial support that institutions and programs may receive (such as government financial support, tuition, scholarships, grant and contract income, and income from university operations).
4. **Assess what resources are in place to ensure long-term operations and maintenance of infrastructure, facilities and equipment.** This may include an assessment of existing systems to operate and maintain infrastructure, facilities and equipment; waste and hazardous waste management plans; proper safety infrastructure, as well as a health and safety plans.
5. **Assess whether enough qualified faculty members are currently on staff, or if there is a need to recruit additional faculty.** If universities in Georgia are to be successful in the STEM disciplines, they must be able to recruit and retain qualified faculty members who have advanced degrees from high quality institutions in Georgia and abroad. Are the institutions able to recruit and retain high performing faculty members in each discipline who have disciplinary competence?
6. **Assess the gender and social balance of faculty in STEM disciplines.** If faculty members are to serve as key role models for students, then STEM faculties should include women and members of minority groups. For the key STEM programs, what is the balance between male and female faculty and between (ethnic) majority and minority faculty?

***Task 2.3: Assessment of Georgian programs against ABET Criteria for accrediting engineering programs****.*Conduct an assessment of Georgian STEM programs listed above using ABET criteria for accrediting engineering programs, described in detail here: <http://www.abet.org/DisplayTemplates/DocsHandbook.aspx?id=3149>. The general “ABET Criteria” applies to all bachelor engineering programs; additional program criteria are listed for specific programs.

*ABET General Criteria for Bachelor’s Level Programs:*

**Criterion 1. Students**

Student performance must be evaluated. Student progress must be monitored to foster success in attaining student outcomes, thereby enabling graduates to attain program educational objectives. Students must be advised regarding curriculum and career matters.

The program must have and enforce policies for accepting both new and transfer students, awarding appropriate academic credit for courses taken at other institutions, and awarding appropriate academic credit for work in lieu of courses taken at the institution. The program must have and enforce procedures to ensure and document that students who graduate meet all graduation requirements.

**Criterion 2. Program Educational Objectives**

The program must have published program educational objectives that are consistent with the mission of the institution, the needs of the program’s various constituencies, and these criteria. There must be a documented, systematically utilized, and effective process, involving program constituencies, for the periodic review of these program educational objectives that ensures they remain consistent with the institutional mission, the program’s constituents’ needs, and these criteria.

**Criterion 3. Student Outcomes**

The program must have documented student outcomes that prepare graduates to attain the program educational objectives.

Student outcomes are outcomes (a) through (k) plus any additional outcomes that may be articulated by the program.

* + - * 1. an ability to apply knowledge of mathematics, science, and engineering
        2. an ability to design and conduct experiments, as well as to analyze and interpret data
        3. an ability to design a system, component, or process to meet desired needs within realistic constraints such as economic, environmental, social, political, ethical, health and safety, manufacturability, and sustainability
        4. an ability to function on multidisciplinary teams
        5. an ability to identify, formulate, and solve engineering problems
        6. an understanding of professional and ethical responsibility
        7. an ability to communicate effectively
        8. the broad education necessary to understand the impact of engineering solutions in a global, economic, environmental, and societal context
        9. a recognition of the need for, and an ability to engage in life-long learning
        10. a knowledge of contemporary issues
        11. an ability to use the techniques, skills, and modern engineering tools necessary for engineering practice.

**Criterion 4. Continuous Improvement**

The program must regularly use appropriate, documented processes for assessing and evaluating the extent to which the student outcomes are being attained. The results of these evaluations must be systematically utilized as input for the continuous improvement of the program. Other available information may also be used to assist in the continuous improvement of the program.

**Criterion 5. Curriculum**

The curriculum requirements specify subject areas appropriate to engineering but do not prescribe specific courses. The faculty must ensure that the program curriculum devotes adequate attention and time to each component, consistent with the outcomes and objectives of the program and institution. The professional component must include:

* + - * 1. one year of a combination of college level mathematics and basic sciences (some with experimental experience) appropriate to the discipline. Basic sciences are defined as biological, chemical, and physical sciences.
        2. one and one-half years of engineering topics, consisting of engineering sciences and engineering design appropriate to the student's field of study. The engineering sciences have their roots in mathematics and basic sciences but carry knowledge further toward creative application. These studies provide a bridge between mathematics and basic sciences on the one hand and engineering practice on the other. Engineering design is the process of devising a system, component, or process to meet desired needs. It is a decision-making process (often iterative), in which the basic sciences, mathematics, and the engineering sciences are applied to convert resources optimally to meet these stated needs.

1. a general education component that complements the technical content of the curriculum and is consistent with the program and institution objectives.
2. Students must be prepared for engineering practice through a curriculum culminating in a major design experience based on the knowledge and skills acquired in earlier course work and incorporating appropriate engineering standards and multiple realistic constraints.
3. One year is the lesser of 32 semester hours (or equivalent) or one-fourth of the total credits required for graduation.

**Criterion 6. Faculty**

The faculty must be of sufficient number and must have the competencies to cover all of the curricular areas of the program. There must be sufficient faculty to accommodate adequate levels of student-faculty interaction, student advising and counseling, university service activities, professional development, and interactions with industrial and professional practitioners, as well as employers of students.

The program faculty must have appropriate qualifications and must have and demonstrate sufficient authority to ensure the proper guidance of the program and to develop and implement processes for the evaluation, assessment, and continuing improvement of the program, its educational objectives and outcomes. The overall competence of the faculty may be judged by such factors as education, diversity of backgrounds[[5]](#footnote-6), engineering experience, teaching effectiveness and experience, ability to communicate enthusiasm for developing more effective programs, level of scholarship, participation in professional societies, and licensure as Professional Engineers.

**Criterion 7. Facilities**

Classrooms, offices, laboratories, and associated equipment must be adequate to support attainment of the student outcomes and to provide an atmosphere conducive to learning. Modern tools, equipment, computing resources, and laboratories appropriate to the program must be available, accessible, and systematically maintained and upgraded to enable students to attain the student outcomes and to support program needs. Students must be provided appropriate guidance regarding the use of the tools, equipment, computing resources, and laboratories available to the program.

The library services and the computing and information infrastructure must be adequate to support the scholarly and professional activities of the students and faculty.

**Criterion 8. Institutional Support**

Institutional support and leadership must be adequate to ensure the quality and continuity of the program.

Resources including institutional services, financial support, and staff (both administrative and technical) provided to the program must be adequate to meet program needs. The resources available to the program must be sufficient to attract, retain, and provide for the continued professional development of a qualified faculty. The resources available to the program must be sufficient to acquire, maintain, and operate infrastructures, facilities, and equipment appropriate for the program, and to provide an environment in which student outcomes can be attained.

*ABET Criteria for Specific Programs*

1. For programs containing the modifier “electrical” in the title: Does the curriculum include advanced mathematics, such as differential equations, linear algebra, complex variables, and discrete mathematics?
2. For programs containing the modifier “computer” in the title: Does the curriculum include discrete mathematics?
3. *Agricultural Engineering.*Does the curriculum include mathematics through differential equations, and biological and engineering sciences consistent with the program educational objectives? Does the curriculum prepare graduates to apply engineering to agriculture, aquaculture, forestry, human, or natural resources? Are the faculty members teaching courses that are primarily design in content qualified to teach the subject matter by virtue of education and experience or professional licensure?
4. *Civil engineering.*Does the program prepare graduates to apply knowledge of mathematics through differential equations, calculus-based physics, chemistry, and at least one additional area of basic science, consistent with the program educational objectives; apply knowledge of four technical areas appropriate to civil engineering; conduct civil engineering experiments and analyze and interpret the resulting data; design a system, component, or process in more than one civil engineering context; and explain basic concepts in management, business, public policy, and leadership? Are the faculty members teaching courses that are primarily design in content qualified to teach the subject matter by virtue of professional licensure, or by education and design experience? Are there enough qualified faculty members so that the program is not critically dependent on one individual?
5. *Computer and electrical engineering.*Does the curriculum include probability and statistics, including applications appropriate to the program name; mathematics through differential and integral calculus; sciences (defined as biological, chemical, or physical science); and engineering topics (including computing science) necessary to analyze and design complex electrical and electronic devices, software, and systems containing hardware and software components?
6. *Computer Science.* For Computer Science programs there are differences in some of the general criteria listed above. Does the curriculum enable the students to apply design and development principles in the construction of software systems of varying complexity? Does the curriculum include at least one and one-third years of computer science topics that provide:

* Coverage of the fundamentals of algorithms, data structures, software design, concepts of programming languages and computer organization and architecture;
* An exposure to a variety of programming languages and systems;
* Proficiency in at least one higher-level language;
* Advanced course work that builds on the fundamental course work to provide depth.

Does the curriculum include at least one year of science and mathematics beyond pre-calculus? Is there at least ½ a half year of mathematics that includes discrete mathematics? Does the science component develop an understanding of the scientific method and provide students with an opportunity to experience this mode of inquiry in courses for science or engineering majors that provide some exposure to laboratory work?

***Task 3: Design Recommendations***

***Task 3.1: Design Twinning Arrangements.*** The contractor will work with MCA-Georgia, the Government of Georgia, and MCC staff and consultants to assist in developing the scope and costs of twinning arrangements between Georgian and international university programs designed to support strengthening at the institutional level as well as the specific program capacity level (e.g., faculty development). These elements could include: alignment with international best practice and policies; strengthening institutional leadership, strategic planning and management; faculty training and professional development; sharing of teaching curricula, methodologies and materials; development of cooperative teaching and research activities; and development of scholarly exchanges and professional networks, among other areas of cooperation that create long-term and mutually beneficial partnerships. The contractor will assist in developing terms of reference for procuring twinning partners.

***Task 3.2 Costs*** *Costs associated with raising quality to obtain ABET accreditation.* The contractor will provide an estimate of the cost, by institution and program, to raise the quality of the above-mentioned existing STEM programs at Georgian public universities to levels needed to achieve and maintain ABET accreditation. The costs should include, but not necessarily be limited to, the following elements:

* *Faculty development*. This should include support for existing faculty.
* *Institutional support*. This includes the development of program educational objectives and student outcomes, plus the cost to implement any institutional changes that may be needed to attain ABET accreditation and maintain ABET standards for the selected programs.
* *Continuous improvement*. The cost to develop and implement systems to assess the extent to which student outcomes are attained, and to improve processes based on the outcome of such assessments.
* *Curriculum*: The cost to refine existing or develop new curricula.
* *Facilities*: The cost to upgrade and equip facilities, electrical and ICT infrastructure, labs and teaching space to the necessary academic standards. Costs for future assessment of environmental and social risks and impacts from the program should also be included, in accordance with MCC Environmental Guidelines and IFC Performance Standards.

*Marginal operating costs needed to maintain quality and ABET accreditation*. The increase in on-going operating costs to maintain increased quality should be assessed. This could include, but is not limited to, the following: (i) the cost to retain high quality faculty, (ii) the cost to employ new faculty if the consultant determines that the latter is required, including costs associated with improving gender and social equity in program faculty, (iii) periodic revisions to the curriculum to maintain ABET standards, (iv) ongoing faculty training and professional development costs, (v) the ongoing cost of continuous improvement, (vi) the ongoing cost of scholarly exchanges and professional networks, and (vii) the costs of operating and maintaining new/upgraded facilities and equipment.

***Task 3.3: Recommendation for Program Investments.*** Based on technical and cost assessments, the contractor will provide an investment recommendation for MCA-Georgia, Georgian Ministry of Education and Science, and MCC consideration. The final recommendation will include a five-year investment budget for the project. As necessary, the contractor will develop terms of reference for goods or services to be procured through the project, such as technical assistance or twinning partners.

***Task 4: Assess Tertiary Education Accreditation.***

The contractor will assess the Georgian tertiary education accreditation system and design and determine the cost of a possible accreditation policy strengthening investment relevant to provision of these degrees in the Georgian context. At present, tertiary institutions obtain authorization and accreditation to enroll students, deliver programs of study and issue degrees recognized by government and others (e.g., industries and employers). Accreditation was initiated in 2006 and authorization in 2010. Authorization, which is approval or permission for a higher education institution to operate, and accreditation, which determines the compatibility of an educational program with established standards, are both processes overseen by the National Centre for Education Quality (EQE), a government agency under the Ministry of Education and Science. Accreditation is operated by third-party accreditation agencies that play an independent quality control and assurance function (e.g., ABET). Currently, the EQE is reviewing policy and procedures with a view towards bringing them more in line with international best practice. The contractor will develop terms of reference for recommend support to EQE.

**Deliverables**

* *Inception Report.* Prior to commencing the assignment, the contractor will develop work plans that include specific activities, site visits, time frame and estimated duration of each activity.
* *Assessment Reports*. Technical reports should be provided for Task 2 and its sub-Tasks.
* *Final Investment Recommendation.* The final work product is a report (investment package) that includes the assessment, design, and costing of a potential investment to strengthen selected existing Georgian STEM bachelor degree programs and prepare these programs for ABET accreditation. This report will include all work conducted under Task 3.
* *Accreditation Report*. Report of the consultant’s assessment of Georgian tertiary education accreditation system and recommendations for potential support to EQE as outlined in Task 4. Provide terms of reference to procure any recommended support.
* *Presentations.* All reports should be accompanied by PowerPoint presentations summarizing the findings of each report. PowerPoint presentations of the Assessment Reports should be provided by program.

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| **Deliverable** | **Deadline** | **Payment** |
| Inception Report | one week after contract signing | 10% |
| Assessment Reports (Task 2) | October 11, 2013 | 40% |
| Final Investment Recommendation (Task 3) | October 18, 2013 | 30% |
| Accreditation Report (Task 4) | October 25, 2013 | 20% |

The deliverables will be evaluated according to the following criteria:

* Thoroughness and timeliness in complying with all of the elements in the tasks specified.
* Quality and clarity of analyses and work produced.

All reports are to be submitted in English in hard and electronic copy (in MS Word and PDF formats), with tables, data and calculations in MS Excel. Oral presentations for GoG counterparts will be conducted in English with translation provided as needed.

**Level of Effort and Timeframe**

This assignment will require a total team level of effort of up to 6 weeks (240 hours.) At least 3 of the 6 weeks will require in-country work in Georgia (work to begin on September 16, 2013 and end no later than October 11, 2013). The remaining time will consist of desk work at the consultants’ home offices. The assignment and tasks generally identified above will be carried out in Georgia and at home facilities.

**Supervision**

The contractor will report to and liaise primarily with the MCA-Georgia Tertiary Education Director. The contractor will carry out assignments and tasks in close collaboration with MCA-Georgia, and the Ministry of Education and Science. As required, the contractor will provide periodic written and verbal reports on findings and recommendations resulting from meetings, discussions, and field/site visits and make presentations to MCA-G, Ministry of Education and Science, and MCC staff and consultants of key findings and issues for further examination.

**Qualifications**

***Team Qualifications***

This assignment will require a team of no less than 4 people, including those described below.

Team Leader. The Team Leader must have in-depth knowledge of ABET accreditation demonstrated through experience as an ABET accreditation evaluator, and/or as an advisor/consultant to non-U.S. universities in seeking ABET accreditation. The Team Leader should also have an advanced degree and at least 10 years of academic or professional work experience in one of the following disciplines: civil engineering, electrical engineering, computer engineering, computer sciences/ICTs, or agricultural engineering.

Team Members. Each of the three Team Members must have experience as an ABET accreditation evaluator, and/or as an advisor/consultant to non-U.S. universities in seeking ABET accreditation. Each Team Member must have an advanced degree and at least 10 years of relevant academic or professional work experience in one of the following disciplines: civil engineering, electrical engineering, computer engineering/sciences, or agricultural engineering. The team as a whole must include relevant expertise in each of the above fields.

***Contractor Qualifications***

The contractor should demonstrate experience undertaking similar work in supporting non-U.S. universities in seeking ABET accreditation. Work experience in the Caucasus and/or former Soviet republics is desirable.

1. **FORM OF CONTRACT**

**MILLENNIUM CHALLENGE ACCOUNT – GEORGIA**

**STANDARD CONTRACT**

**FOR**

**CONSULTANCY SERVICES**

**SMALL ASSIGNMENT**

**Contract No:**

**RFP/RCQ/GEO-2013-006**

**Contract for Consultant’s Services**

**Lump-Sum**

**For the provision of**

**Consulting Services between**

**The Millennium Challenge Account – GEORGIA**

**and**

**[*Insert Full Legal Name of Consultant*]**

**Dated: [*Insert Date*]**

**CONTRACT FOR CONSULTING SERVICES**

**SMALL ASSIGNMENT**

**LUMP-SUM PAYMENTS**

THIS CONTRACT (“Contract”) is entered into this *[****insert starting date of assignment****]*, by and between the Millennium Challenge Account – Georgia (“MCA-Georgia”),having its principal place of business in Tbilisi, Georgia, and ***[insert full legal name of Consultant]*** (the “Consultant”), having its principal office located at ***[insert full address of Consultant]***.

RECITALS

WHEREAS, in connection with the Compact, the United States of America, acting through the “Millennium Challenge Corporation, (“MCC”), and the Government of Georgia (the “Government”) have executed a 609(g) Grant and Implementation Agreement entered into as of July 12, 2012 (“***609(g) Agreement***”), which sets forth the general terms and conditions upon which the MCC will provide funding of an amount not to exceed two million seven hundred thousand U.S. Dollars (US$2,700,000);

WHEREAS, the Government, acting through the MCA-Georgia, intends to apply a portion of the funding provided under the 609(g) Agreement to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the 609(g) Agreement and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government, the MCA-Georgiaand MCCshall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and

WHEREAS, MCA-Georgia invited bids for the provision of certain consulting services identified in this Contract and has accepted a bid by the Consultant for the supply of those consulting services on the terms and conditions set forth in this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

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| --- | --- |
| **1. Services** | (i) The Consultant shall perform the services specified in *Annex A, “Description of Services”*, which is made an integral part of this Contract (“the Services”).  (ii) The Consultant shall provide the personnel listed in *Annex B, “Consultant’s Personnel and Pricing,*” to perform the Services.  (iii) The Consultant shall submit to the MCA-Georgia the reports in the form and within the time periods specified in *Annex C, “Reporting Requirements”.* |
| **2. Term** | The Consultant shall perform the Services during the period commencing ***[insert starting date]****,* and continuing through ***[insert completion date]****,* or any other period as may be subsequently agreed by the parties in writing. |
| **3. Payment** | A. Ceiling  For Services rendered pursuant to Annex A, the MCA-Georgia shall pay the Consultant an amount not to exceed ***[insert total contract amount]***. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.  B. Schedule of Payments  Payments shall be made to the account of the Consultant  ***[insert Consultant’s banking details]***  according to the following schedule:  ***[insert negotiated payment schedule]***[[6]](#footnote-7)  C. Payment Conditions  Payments shall be made under the condition the Consultant has submitted an invoice to the MCA-Georgia specifying the amount due and the deliverable(s) entitling the payment have been delivered and accepted.  Payment shall be made in ***[insert contract currency]***, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4, “*Project Administration*.” |
| **4. Project Administration** | A. Coordinator.  The MCA-Georgia designates ***[insert the name and title of the Contract Coordinator]***, as MCA-Georgia’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the MCA-Georgia and for receiving and approving invoices for the payment.  B. Reports.  The reports listed in Annex C, “Reporting Requirements,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3. |
| **5. Performance Standards** | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the MCA-Georgia considers unsatisfactory. |
| **6. Confidentiality** | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the MCA-Georgia’s business or operations without the prior written consent of the MCA-Georgia. |
| **7. Ownership of Material** | Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the MCA-Georgia under the Contract shall belong to and remain the property of the MCA-Georgia. The Consultant may retain a copy of such documents and software. |
| **8. Consultant Not to be Engaged in Certain Activities**  **9. Trafficking in Persons** | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.   |  | | --- | | 9.1 MCC has a zero tolerance policy with regard to trafficking in persons. Trafficking in persons (TIP) is the crime of using force, fraud, and/or coercion to exploit another person. Human trafficking can take the form of domestic servitude, peonage, forced labor, sexual servi­tude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to working with partner countries to ensure appropriate steps are taken to prevent, miti­gate, and monitor TIP risks in the countries it partners with and projects it funds.  9.2 The Description of Services may set out certain prohibitions, consultant requirements, remedies and other provisions that will be made a binding part of any contract that may be entered into with respect to this procure­ment. As such, those provisions, if included, should be given careful consideration.  9.3 Additional information on MCC’s requirements aimed at combating TIP can be found in Part 15 of MCC’s Program Procurement Guidelines. | |
| **10. Insurance** | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| **11. Assignment** | The Consultant shall not assign this Contract or sub-contract any portion of it without the MCA-Georgia’s prior written consent. |
| **12. Law Governing Contract and Language** | The Contract shall be governed by the laws of Government of Georgia, and the language of the Contract shall be in ***[English]***. |
| **13. Dispute Resolution** | Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication in accordance with the laws of Georgia.. |
| **14. Termination** | MCA-Georgia may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:  (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the MCA-Georgia may have subsequently approved in writing;  (b) If the Consultant becomes insolvent or bankrupt;  (c) If the Consultant, in the judgment of the MCA-Georgia or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract.  (d) If the MCA-Georgia, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. |
| **15. General Provisions** | The Consultant acknowledges and agrees to comply with the provisions set forth in Annex E of this Contract. |

FOR THE MCA-Georgia FOR THE CONSULTANT

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**List of Annexes**

Annex A: Description of Services

Annex B: Consultant’s Personnel and Pricing

Annex C: Reporting Requirements

Annex D: Services and Facilities to be provided by the MCA-Georgia

Annex E: General Provisions Annex

Annex A: Description of Services[[7]](#footnote-8)

***[Insert description of services]***

**Annex B: Consultant’s Personnel and Pricing**

Annex C: Reporting Requirements[[8]](#footnote-9)

***[Insert consultant’s reporting requirements]***

Annex D - Services and Facilities to be provided by the MCA-Georgia

***[Insert services and facilities to be provided by MCA-Georgia***

Annex E – General Provisions Annex

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the agreement to which this Annex is attached (the “Agreement”) and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government of Georgia (the “Government”), signed on July 26, 2013, as may be amended from time to time (the “Compact”).

The legal entity of public law established by the Government that is responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the

“MCA –Georgia ”) intends to apply a portion of the proceeds of the Compact to eligible

payments under this Agreement, provided that (a) such payments will only be made at the request of and on behalf of the MCA –Georgia and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant (for the purposes of this Annex, the “Contract Party”) under the Compact or this Agreement, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and the MCA Georgia shall derive any rights from the Compact or have any claim to MCC Funding.

**A. MCC Status; Reserved Rights; Third-Party Beneficiary**

1. MCC Status. MCC is a U.S. Government corporation acting on behalf of the U.S. Government. As such, MCC has no liability under this Agreement, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Agreement, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

(a) Certain rights are expressly reserved to MCC under this Agreement, the Compact and other related documents, including the right to approve the terms and conditions of this Agreement, as well as any amendments or modifications hereto, and the right to suspend or terminate this Agreement.

(b) MCC, in reserving such rights under this Agreement, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of U.S. Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Agreement.

(c) MCC may, from time to time, exercise its rights, or discuss matters related to this Agreement with the parties to this Agreement, the Government, or the MCA -Georgia, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.

(d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA -Georgia, MCC or any other person or entity from asserting any right against the Contract Party, or relieve the Contract Party of any liability which the Contract Party might otherwise have to the Government, the MCA -Georgia, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Agreement.

**B. Limitations on the Use or Treatment of MCC Funding**

The use and treatment of MCC Funding in connection with this Agreement does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or United States Government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Compact.

**C. Procurement**

The Contract party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Agreement shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at www.mcc.gov. The Contract Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA-Georgia.

**D. Reports and Information; Access; Audits; Reviews**

1. Reports and Information. The Contract Party shall maintain such books and records and provide such reports, documents, data or other information to the MCA \_Georgia in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by the MCA-Georgia from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and related documents that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Contract Party as if the Contract Party were the Government under the Compact.

2. Access; Audits and Reviews. Upon MCC’s request, the Contract Party shall permit authorized representatives of MCC, an authorized Inspector General of MCC, the United States Government Accountability Office, any auditor responsible for an audit contemplated be the Compact or conducted in furtherance of the Compact, and any agents or representatives engaged by MCC or the Government to conduct any assessment, review or evaluation of the Program, the opportunity to audit, review, evaluate or inspect activities funded by MCC Funding. The provisions of the Compact or related documents that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Contract Party as if the Contract Party were the Government under the Compact.

3. Application to Providers. The Contract Party shall ensure the inclusion of the applicable audit, access and reporting requirements from the Compact in its contracts or agreements with other providers in connection with this Agreement.

**E. Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions**

1. The Contract Party shall ensure that no payments have been or will be made by the Contract Party to any official of the Government, the MCA -Georgia, or any third party (including any other government official) in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws. The Contract Party affirms that no payments have been or will be received by any official, employee, agent or representative of the Contract Party in connection with this Agreement in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a U.S. person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws.

2. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Contract Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on www.epls.gov or (iv) on such other list as the MCA -Georgia may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

3. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. § 1956, 18 U.S.C. § 1957, 18 U.S.C. § 2339A, 18 U.S.C. § 2339B, 18 U.S.C. § 2339C, 18 U.S.C. § 981, 18 U.S.C. § 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Agreement comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA -Georgia, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC’s website at [www.mcc.gov](http://www.mcc.gov). The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA -Georgia or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA -Georgia with a copy to MCC.

4. Other restrictions on the Contract Party shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or the MCA -Georgia, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

**F. Publicity, Information and Marking**

1. The Contract Party shall cooperate with the MCA-Georgia and the Government to provide the appropriate publicity to the goods, works and services provided under this Agreement, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States, acting through MCC, all in accordance with the MCC Standards for Corporate Marking available on the MCC website at [www.mcc.gov](http://www.mcc.gov); provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to MCC’s prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.

2. Upon the termination or expiration of the Compact, the Contract Party shall, upon MCC’s request, cause the removal of any such markings and any references to MCC in any publicity materials.

**G. Insurance**

The Contract Party shall obtain insurance or other protections appropriate to cover against risks or liabilities associated with performance of this Agreement. The Contract Party shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. The MCA -Georgia and, at MCC’s request MCC, shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Contract Party shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC’s election, such proceeds shall be deposited in an account as designated by the MCA -Georgia and acceptable to MCC or as otherwise directed by MCC.

**H. Conflict of Interest**

The Contract Party shall ensure that no officer, director, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Contract Party participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement, in which (i) the entity, the person, members of the person’s immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Agreement and MCC the conflict of interest and, following such disclosure, the parties to this Agreement agree in writing to proceed notwithstanding such conflict. The Contract Party shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time. The Contract Party shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Agreement. Without limiting the foregoing, the Contract Party shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the MCA \_Georgia as provided by the MCA -Georgia to the Contract Party.

**I. Inconsistencies**

In the event of any conflict between this Agreement and the Compact and/or the Program Implementation Agreement, the term(s) of the Compact and/or the Program Implementation Agreement shall prevail.

**J. Other Provisions**

The Contract Party shall abide by such other terms or conditions as may be specified by the MCA -Georgia or MCC in connection with this Agreement.

**K. Flow-Through Provisions**

In any subcontract or sub-award entered into by the Contract Party, as permitted by this Agreement, the Contract Party shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

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| IV. Appendices |

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C – Fee Schedule/Breakdown of Contract Price

**Note:**  Insert negotiated fee schedule. Should be (as negotiated) specified portions of total negotiated fixed lump sum upon delivery and acceptance of specified deliverables/reports. **US Dollars**.

***[Specific installments of the total negotiated fixed lump sum fee for the assignment allocated to specific deliverables]***

Appendix D - Services and Facilities to be provided by MCA-Georgia

**Note:** List here the services, facilities and counterpart personnel to be made available to the Consultant byMCA-Georgia

**ANNEXES: EXPRESSION OF INTEREST FORMS**

**EOI FORM I - EXPRESSION OF INTEREST SUBMISSION FORM**

Date: [*insert: date of EOI submission*]

[*insert: full address of Consultant*]

To: *[insert: name and address as per SPN]*

Dear Sirs,

# **Re: TECHNICAL ASSISTANCE TO SUPPORT MCA-Georgia TO DEVELOP INFRASTRUCTURE GRANT FACILITY FINAL DOCUMENTATION**

**RCQ: 609(g)-**

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Specific Procurement Notice (SPN) dated [*insert: date*] and your Terms of Reference (TOR).

We are hereby submitting our Expression of Interest (EOI), which includes CVs for proposed Key Professional Personnel described in TOR as “minimum staffing expected” (EOI Form II), information on relevant assignments (EOI Form III), and contact details for references (EOI Form IV).

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines (Combating Trafficking in Persons) and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated on the part of our employees, or any sub-consultants, or sub-consultant employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

If negotiations are held, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

We hereby declare that all the information and statements made in this EOI are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our candidature is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the TOR.

We understand you are not bound to accept any EOI that you may receive.

Yours sincerely,

Signature:

Authorized Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

Annexes:

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Response on behalf of the Consultant and its associates;
2. Letter(s) of Incorporation (or other documents indicating legal status);
3. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information) ; and
4. Government-Owned Enterprise Certification Form [Attached to this Form]

**Government-Owned Enterprise Certification Form**

Government-Owned Enterprises are not eligible to compete for MCC-funded contracts. Accordingly, GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract anticipated to be procured through these means.

This prohibition does not apply to Government-owned Force Account units owned by the Government of the MCA –Georgia’s country, or Government-owned educational institutions and research centers, or any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC’s Program Procurement Guidelines. The full policy is available for your review on the Compact Procurement Guidelines page at the MCC Website ([www.mcc.gov](http://www.mcc.gov)). As part of the eligibility verification for this procurement, **please fill in the form below to indicate the status of your entity.**

For purposes of this form, the term “Government” means one or more governments, including any agency, instrumentality, subdivision or other unit of government at any level of jurisdiction (national or subnational).

⬩⬩⬩⬩⬩

**CERTIFICATION**

**Full Legal Name of Bidder**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Legal Name of Bidder in Language and Script of Country of Formation** (if different from above):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address of Principal Place of Business or Chief Executive Office of Bidder**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Name of Three (3) Highest Ranking Officials of Bidder** (for any Bidder that is an entity):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Legal Name(s) of Parent Entity or Entities of Bidder** (if applicable; if Bidder has no parent, please so state):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Legal Name(s) of Parent Entity or Entities of Bidder in Language and Script of Country of Formation** (if applicable and if different from above):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address(es) of Principal Place of Business or Chief Executive Office of Parent Entity or Entities of Bidder** (if applicable):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Does a Government own a majority or controlling interest (whether by value or voting interest) of your shares or other ownership interest (whether directly or indirectly and whether through fiduciaries, agents or other means)?

Yes 🞏 No 🞏

1. If your answer to question 1 was yes, are you a Government-owned:
   1. Force Account unit Yes 🞏 No 🞏
   2. Educational institution Yes 🞏 No 🞏
   3. Research center Yes 🞏 No 🞏
   4. Statistical entity Yes 🞏 No 🞏
   5. Mapping entity Yes 🞏 No 🞏
   6. Other technical entities not formed primarily for a commercial or business purpose

Yes 🞏 No 🞏

1. Regardless of how you answered question 1, please answer the following:
   1. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government? Yes 🞏 No 🞏

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Has a Government granted to you any special or exclusive legal or economic rights or benefits that may alter the competitiveness of your goods, works or services or otherwise influence your business decisions? Yes 🞏 No 🞏

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Does a Government have the ability to direct or decide any of the following with respect to you:

1. any reorganization, merger, or dissolution of you or the formation or acquisition of any subsidiary or other affiliate by you

Yes 🞏 No 🞏

1. any sale, lease, mortgage, pledge, or other transfer of any of your principal assets, whether tangible or intangible and whether or not in the ordinary course of business Yes 🞏 No 🞏
2. the closing, relocation, or substantial alteration of the production, operational, or other material activities of your business

Yes 🞏 No 🞏

1. your execution, termination, or non-fulfillment of material contracts Yes 🞏 No 🞏
2. the appointment or dismissal of your managers, directors, officers or senior personnel or otherwise participate in the management or control of your business

Yes 🞏 No 🞏

1. Have you ever been Government-owned or controlled? Yes 🞏 No 🞏
2. If your answer to question 4 was yes, please answer the following questions
   1. How long were you Government-owned? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. When were you privatized? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government ? Yes 🞏 No 🞏

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Even though not majority or controlling, does a Government continue to hold any ownership interest or decision making authority in you or your affairs?

Yes 🞏 No 🞏

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Do you send any funds to a Government other than taxes and fees in the ordinary course of your business in percentages and amounts equivalent to other non-Government-owned enterprises in your country that are engaged in the same sector or industry?

Yes🞏 No 🞏

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participants are advised that:

1. Prior to announcing the winning bidder or consultant or any list of pre-qualified bidders or shortlisted consultants for this procurement, the MCA-Georgia will verify the eligibility of such bidder(s) or consultant(s) with MCC. MCC will maintain a database (internally, through subscription services, or both) of known GOEs and each winning or pre-qualified bidder and winning or shortlisted consultant subject to this provision will be compared against the database and subject to such further due diligence as MCC may determine necessary under the circumstances.

2. Any misrepresentation by any entity submitting a bid or proposal for this procurement may be deemed a “fraudulent practice” for purposes of the MCC Program Procurement Guidelines and any other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

3. Any entity that is determined by MCC to have organized itself, subcontracted any part of its MCC-funded contract, or otherwise associated itself with any other entity for the purpose of, or with the actual or potential effect of, avoiding or otherwise subverting the provisions of the MCC Program Procurement Guidelines may be deemed to be a GOE for all purposes of those Guidelines.

4. Any credible accusation that any entity submitting a bid or proposal for this procurement is a GOE ineligible to submit a bid or proposal in accordance with the MCC Program Procurement Guidelines will be subject to review in a bid challenge in accordance with those Guidelines and the MCA-Georgia’s Bid Challenge System.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed a “fraudulent practice” for purposes of the MCC Program Procurement Guidelines and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

**Authorized Signature: ­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***[Note: If the Consultant consists of more than one entity, a separate GOE certification form should be filled for each of these entities]***

**EOI FORM II - RELEVANT EXPERIENCE OF THE CONSULTANT**

*[Using the format below, the Consultant shall provide under this Form information on each relevant assignment for which he/she was legally contracted either individually or through other consultants, for carrying out consulting services similar to the ones requested under the TOR. The EOI must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.]*

**(Maximum 10 pages**)

|  |  |
| --- | --- |
| Assignment name: | Approx. value of the contract (in current US$): |
| Country: Location within country: | Duration of assignment (months): |
| Name of client | Total No. of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US$): |
| Start date (month/year): Completion date (month/year): | No. of professional staff-months provided by associated consultants: |
| Name of associated consultants, if any: | Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader): |
| Narrative description of project: | |
| Description of actual services provided by your staff within the assignment: | |

**EOI FORM III - REFERENCES OF THE CONSULTANTS**

[*The Consultant shall provide under this Form contact information for at least three (3) references that can provide substantial input about:*

(i) *The type of work performed*

(ii) *Confirm the quality of the work experience listed in Form EOI-II.*

*For each reference, list a contact individual, his/her position in the organization, address, facsimile, phone and e-mail address.*

*The MCA-CV II reserves the right, at its sole discretion, to contact other sources as well as to check references and past performance.*]

**EOI FORM IV - CURRICULUM VITAE OF THE EXPERTS REQUIRED**

1. Name of Consultant: [*only one candidate shall be nominated for each position*]
2. Date of Birth: [*insert: birth date*]
3. Nationality: *[insert: nationality*]
4. Education [*indicate: college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*].
5. Membership in Professional Associations: [*indicate: names of professional associations and years of Professional* M*embership*].
6. Other Training: [*indicate: appropriate postgraduate and other training*]
7. Countries of Work: [*list countries where you have worked in the past*]
8. Languages: [*indicate: proficiency in each language: good, fair, or poor in speaking, reading, and writing*]
9. Employment record: [insert: starting with present position, list in reverse order every employment *held since graduation, giving for each employment (see format below): dates of employment, name of employing organization, positions held.*]

From [year]: To [year]:

Employer:

Position(s) held:

Activities performed:

1. Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I further declare that I am able and willing to work:

1. for the period(s) foreseen in the Terms of Reference and
2. within the implementation period of the contract.

Signature:

[*Insert: full name of Consultant*]

1. “ABET” initially stood for the “Accreditation Board for Engineering and Technology” but in 2005 this was formally changed to “ABET.” [↑](#footnote-ref-2)
2. All Compact funded activities must follow MCC Environmental Guidelines, which can be found here: http://www.mcc.gov/pages/about/policy/environmental-guidelines

   and IFC Performance Standards, which can be found here: <http://www1.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/IFC+Sustainability/Sustainability+Framework/Sustainability+Framework+-+2012/Performance+Standards+and+Guidance+Notes+2012/>. [↑](#footnote-ref-3)
3. The Consultant will lead development of any necessary survey instruments for data extraction from existing sources or data collection for new sources. The Consultant is responsible for developing and overseeing all data collection and data entry protocols. This requires ensuring appropriate Institutional Review Board (IRB) review and approval of research protocols, survey instruments, and informed consent procedures. The Contractor should assess the local IRB requirements and determine whether or not additional, international-level IRB approval is required in order to ensure adherence to international standards. Evaluators are expected to follow standard ethical guidelines for data collection and statistical research. (For example: http://www.amstat.org/about/ethicalguidelines.cfm) [↑](#footnote-ref-4)
4. Social vulnerability should be defined according to Georgia’s Education Management Information System (EMIS), built on definitions by Georgia’s Social Services Agency (SSA) [↑](#footnote-ref-5)
5. In this ToR, diversity includes gender, social, and ethnic diversity, as well as diversity in experience and training. [↑](#footnote-ref-6)
6. The payment scheduled should include a detailed list of payments specifying the: (i) amount of each installment, (ii) the deliverable/output for which the installment is paid and (iii) currency. [↑](#footnote-ref-7)
7. Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the MCA -Georgia, etc. [↑](#footnote-ref-8)
8. Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. [↑](#footnote-ref-9)