

## **ENCLOSURE A.1 – DRAFT TENDER SPECIFICATIONS**

**Enclosed to procurement procedure EMSA/RES/01/2017 - H24 ICT operations services**

**Restricted procedure**

**Phase II – Tender Phase**

### **1. Note to Applicants**

Following Phase I - Application Phase - pre-selected candidates for EMSA/RES/01/2017 will be invited to submit a bid in accordance with the rules set out in the Invitation to Tender and its associated enclosures.

The present Draft Tender Specifications and related enclosures are published in the application phase **for information purposes**.

Requirements therein will only have to be addressed by **pre-selected candidates** invited to tender.

Such invitation to tender is expected to take place in September 2017.

### **2. Procurement procedure in phase II - Tender Phase**

In this phase the tenders submitted will be assessed against the following:

- Respect of the minimum requirements laid out in the present Tender Specifications;
- Respect of the maximum budget (see point 7 of the Application Specifications);
- Additional evidence provided regarding the exclusion criteria to confirm the Declaration of Honour which has been provided in the application phase (see point 12 of these Tender Specifications regarding point 14.6 of the Application Specifications);
- Evaluation of the tender against the award criteria: the admissible bids will be evaluated according to the criteria identified in point 13 of these Tender Specifications.

Inclusion on the list of pre-selected candidates does not entail any obligation on the part of the Agency concerning the award of the contract.

### **3. Contract objectives and scope**

Please see point 3 of the Application Specifications.

#### **3.1. Additional information related to the services under the contract**

The table below (table 1) describes more in detail the type of services under the contract:

<b>Core services:</b> <b>[1][2][3]</b> <b>[4][5][6]</b>	<b>Description</b>
<p>Event Management</p> <p>[1]</p>	<p>The process that monitors all events that occur through the IT infrastructure. It allows for normal operation, and also to detect and escalate exception conditions [ITIL].</p> <p>It includes the activity of checking on a H24 basis the events triggered by the monitoring platform related to possible operational or security issues of systems and applications; rank events by severity and impact; filter out minor events or false positives; analyzing, first troubleshooting and pro-actively act only the critical events that are likely, or about to, degenerate in outages with an impact on availability. It implies a response selection, taken from a list of existing recovery procedures or well-known IT best practices. Or a proposal for solution, in case a procedure is not defined. It provides valuable feedbacks, which helps preventing incidents before they occur. This activity is performed on a H24 basis and it is mainly triggered by monitoring platform alerts, or other recurring manual checks, or user reports.</p>
<p>Incident Management, and Business Continuity activation</p> <p>[2]</p>	<p>The process of restoring the service to users as quickly as possible, in order to minimize business impact [ITIL].</p> <p>It includes the actions undertaken to react to ICT Incidents on a H24 basis: detection of the incident; identification and categorization; interfacing with EMSA Teams for communication and coordination; investigation and diagnosis; execution of the appropriate recovery procedure if available, or proposal for solution, in case a procedure is not defined; or fail/switch-over to the Business Continuity Facility executing the IT Continuity Plan foreseen; closure or escalation. The contractor might also have to interface with other EMSA service providers and contractors in the performance of incident management, according to escalation procedures to be agreed. This activity is performed on a H24 basis and it is normally initiated by automatic monitoring platform events, or by user reports, or on EMSA request. The quality of this process relies on preparedness, and in particular: the existence of an up-to-date monitoring platform to detect failures and trigger alarms in real-time; the existence of reliable recovery procedures for the most common incidents preventatively tested. In the performance of this activity, the contractor is therefore expected to contribute to the continuous improvement of this process, providing regularly input on the most recurring issues, suggesting possible new recovery procedures, monitoring checks, or changes to existing ones, and providing hints for identifying root causes.</p>
<p>Security Incident Management</p> <p>[3]</p>	<p>This activity is a specialized type of incident management, and it involves the monitoring and detection of security events, and the execution of proper responses to those events. The purpose is responding to damaging events and intrusions in the shortest possible notice, to minimize impact on service availability, data loss, and other related risks. The response can either be containing the threat, eradicate, recover from, or forensically analyze the incident, where appropriate.</p> <p>The IT Security processes, the detection and response procedures, are</p>

	<p>currently under definition – therefore the contractor will be asked to onboard these procedures as they are defined. Moreover, the contractor will be asked to provide its own expertise in this field to create quality detection and response procedures. For the performance of this task, the contractor might also have to interface with other EMSA service providers, namely the CERT-EU organization.</p>
<p>Management, Coordination, Reporting</p> <p>[4]</p>	<p>Activities to manage and coordinate the service with EMSA, and to report regularly on service performance, incidents statistics, and improvement opportunities. It includes all the discussions, phone calls, and conferences with EMSA on the contract performance, or on specific technical issues or incidents or procedures.</p> <p>It includes taking part to regular coordination meetings in EMSA premises, as a minimum to the bi-monthly ICT Operations Steering meetings at no additional cost. This regular meeting is to discuss on coordination issues; engagement rules, and incident and recovery technicalities; clarify service and financial reports.</p> <p>Reporting includes the production of the reports listed under Paragraph 3.6 i.e. monthly service and financial reports; the minutes of the bi-monthly coordination meetings; an incident report per each incident occurred; reporting on specific issues or incidents or findings on EMSA demand.</p> <p>The coordination and reporting activities should support Continuous Improvement and Problem management activities, helping EMSA staff identifying and addressing root causes of recurring incidents, and improving the overall operational capability.</p>
<p>Monitoring platform management, operations, development</p> <p>[5]</p>	<p>The activities mostly during business hours to update, adapt and maintain the monitoring platform checks to detect in real-time failures on the EMSA Maritime Applications or Infrastructures.</p> <p>EMSA monitoring platform is implemented on Nagios, with console and probes hosted inside the EMSA Datacenters. Most of these activities are change-driven i.e. generated as a result of a change to an EMSA production environment, or a Maritime Application, or an infrastructure upgrade. Most of the changes applied to the Maritime Applications, or their underlying ICT Infrastructure, may require an adaptation to the monitoring platform checks accordingly. This activity also includes keeping updated the documentation and procedures of the monitoring platform and its checks after each change. The management and maintenance of the monitoring platform (infrastructure and software) installed at EMSA, including its upgrade, and housekeeping activities like log cleaning etc... falls also under this service.</p>
<p>Incident preparedness activities</p> <p>[6]</p>	<p>Activities mostly during business hours typically oriented to jointly prepare incident response capabilities, like testing a new recovery procedure; executing fail-over tests to the business continuity facility, and other on-demand preparatory exercises. It might also include supporting the EMSA Teams in troubleshooting activities to identify and fix operational issues. It might also include the execution of operational procedures and activities on EMSA demand, as an opportunity to stay up to date with EMSA system operations; to cope with EMSA IT staff unavailability during business hours; ultimately to guarantee operational continuity. Examples are introducing or modifying a firewall, F5, or other network rules, deploy or modify a VM, deploy an application, or executing other on demand operational</p>

	<p>configurations.</p> <p>Activities mostly during business hours to on-board a new maritime application or service under this contract: prepare and test access to the underlying systems; establish reliable monitoring; validate and test incident recovery procedures; analyze the service and make proposals for better operations.</p> <p>The contractor can be requested to be in EMSA premises (Lisbon and/or Madrid) for the performance of these activities, especially for trainings and for complex troubleshooting or coordination actions.</p> <p>It is important to note that the following costs cannot be charged to EMSA under this service:</p> <ul style="list-style-type: none"> <li>- cost to maintain the contractor's Team cross-trained on EMSA systems, access, monitoring and incident procedures, and to maintain this knowledge in situations of staff turnover.</li> <li>- costs related to the execution of the services [1],[2],[3],[4] above.</li> </ul>
<b>Other services<sup>1</sup>: [7][8]</b>	<b>Description</b>
<p>Ticketing tool system: configuration and support</p> <p>[7]</p>	<p>The contractor may be requested to configure and support a ticketing tool to share request and incident workflows between EMSA, its users, and the contractor itself, to fulfil the tasks under this tender, and support IT Operations needs.</p> <p>The minimum set of requirements for the configuration is:</p> <ul style="list-style-type: none"> <li>• Issue (ticket) tracking system with email and attachment support.</li> <li>• Multi-project support (to cope with different helpdesk services at EMSA).</li> <li>• Set user access by project and role.</li> <li>• Issue creation via email.</li> <li>• Search, Reporting and Analysis functionalities.</li> <li>• Customization of email notifications, templates and reports.</li> <li>• Customization of statuses, workflows and prioritisations.</li> <li>• Customization of issues, fields, categories, time-entries, projects and users.</li> <li>• Time tracking of revisions/history control of actions (e.g., email is sent or not), text fields and notes (e.g. each change of status – from request to open, etc. – should be recorded and measurable).</li> <li>• Accessible database for querying.</li> <li>• API for integration with other tools (eg. Nagios)</li> <li>• Suitable for retrieving statistics and measuring KPI's related to the services using the ticketing tool.</li> </ul>

<sup>1</sup> These two services may be activated upon EMSA request, and implemented via a specific service contract or order form.

<p>Extra coverage on night shifts</p> <p>[8]</p>	<p>The Maritime Support Services (MSS) operates as EMSA 1<sup>st</sup> line of support on a H24 basis, also executing IT checks and procedures, communicating and coordinating on IT incidents with the contractor providing the core services under this contract.</p> <p>The objective of this service is to add to the contractor's tasks the procedures carried out by MSS to monitor and operate maritime applications, and coordinate and communicate on IT incidents, during the night shift only. These tasks shall be carried out on top of the core services already specified under this contract.</p> <p>The applicant would therefore be required to act more independently and pro-actively for monitoring of IT operations of EMSA Maritime Applications, during night shifts, remotely from its own premises. This entails executing more monitoring procedures and checks during the night shift substituting MSS, reacting to IT incidents, taking corrective actions following agreed procedures, and escalating according to agreed procedures in case of need. In the performance of the service, email communications and phone calls to the Maritime Support Services might be selectively diverted to the contractor.</p>
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**Table 1: core and other services under the contract.**

### **3.2. Additional information related to the service levels in the performance of this contract**

The services under paragraph 3.1 numbered [1],[2],[3] for event, incident and security incident management, business continuity activation, are required on a 24x7x365 schedule, meaning on a continuous basis, 24 hours a day, 7 days a week, 365 days per year.

The expected times to deal with incidents affecting the Production systems are:

- 30 minutes to react via remote connection;
- 2 hours to restore the service;
- 24 hours to provide the incident report.

If it is not possible to resolve an incident via remote connection, for example in situations when the VPN tunnel is unavailable, or the incident response requires accessing physical components of the Datacentre, then the contractor must intervene in the EMSA Datacentre impacted (Lisbon or Madrid) within 3 hours, on a 24x7x365 basis.

The presence of the contractor in EMSA's premises can also be required during business hours for actions related to coordination, cross-training, or other complex troubleshooting and coordination activities, on a 5 working days' notice.

The services under paragraph 3.1 numbered [4],[5],[6], and [7] if activated, for the management and development of the monitoring platform; the reporting and coordination meetings; the incident management preparedness; support of a ticketing tool; can be mostly planned and performed on a 8x5 schedule, meaning during normal working hours, and days, according to the conditions in Portugal.

The service under paragraph 3.1 numbered [8], for extra support on night shifts, if activated, is performed during the night shifts on top of the other 24x7x365 services, namely the services [1],[2],[3].

A complete set of specifications for the service levels under this contract will be stated in a Service Level Agreement (see Article 14 of the draft IT framework contract – special conditions), which will be delivered in phase 2 to the pre-selected candidates invited to tender.

### **3.3. Additional (confidential) information related to EMSA systems and services**

Additional information related to EMSA systems and services falling under the contracted services, namely EMSA IT infrastructure, applications, monitoring platform, current operational processes, etc.... is to be found in the following enclosures to these tender specifications, which, due to the confidentiality of this information, will later be delivered only to the pre-selected candidates invited to tender:

- **Enclosure T.1** EMSA Infrastructure (Lisbon and Madrid);
- **Enclosure T.2** EMSA Maritime Applications;
- **Enclosure T.3** EMSA Corporate Services;
- **Enclosure T.4** EMSA monitoring platform (Nagios based);
- **Enclosure T.5** EMSA IT Operations processes, roles, and responsibilities
- **Enclosure T.6** EMSA 2016 statistics on incidents and requests.

This confidential information will in phase 2 be made available via email or via FTP.

### **3.4. Additional information related to the implementation of the contract**

#### **3.4.1. Fixed fee type of services**

The core services [1],[2],[3],[4] in Table 1 related to:

- [1] event management;
- [2] incident management and business continuity activation;
- [3] security incident management;
- [4] management, coordination and reporting;<sup>2</sup>

shall be covered by a fixed fee, i.e. an all-inclusive flat monthly cost which covers all the activities and actions taken in the performance of those services.

The tenderer must therefore provide the monthly fixed fee [“fixed fee”] for these services (see paragraph 13.2).

The information under paragraph 3.3 is provided for the tenderer to estimate the effort involved in supporting these fixed fee services.

The number of services to be supported is subject to growth during the duration of the contract, due to the roll-out to Production of new services and Maritime Applications. The fixed fee shall however

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<sup>2</sup> The service, hence the fixed fee, also includes the costs for taking part in a face to face coordination meeting in EMSA’s premises in Lisbon on a bi-monthly basis as a minimum. This bi-monthly ICT Operations Steering meeting is to verify the quality of the service; sort out coordination issues; engagement rules, and incident and recovery technicalities; agree on service and financial reports.

remain the same for the whole duration of the contract, subject only to indexation after the first four years. The compensation for the growth on the supported service base, number of systems to monitor, and procedures to apply, comes in fact mainly from the time-and-means type of services described below, whose request will in fact be directly proportional to EMSA's growth and change on the supported services base; and to the on-boarding of more services under the contract.

Contracts for these services shall have a duration of 12 months, unless differently agreed between the parties, and shall be implemented via order forms.

The service number [8] under Table 1 related to:

[8] extra coverage on night shifts

should it be activated, will also be covered by an extra fixed fee, i.e. an all-inclusive flat monthly cost which covers for all the activities and actions taken in the performance of this service.

The tenderer must therefore provide the monthly extra fixed fee ["extra fixed fee"] related to this extra service (see paragraph 13.2). The value of the "extra fixed fee" for service [8] cannot overpass 33% of the value of the "fixed fee" for the services [1],[2],[3],[4] referenced above.

The service [8], should it be activated, will be covered by an order form dedicated to it, and managed according to point 4 of the Application Specifications.

#### **3.4.2. Time and means types of services**

The services [5],[6],[7] in Table 1 related to:

- [5] Monitoring platform management, operations, development;
- [6] Incident preparedness activities;
- [7] Ticketing tool system: configuration and support (if activated);

shall be covered by time and means type of contracts.

These actions, as opposite to incidents and events, can in fact be planned, and mostly executed during business hours.

The tenderer must therefore provide the price per hour for these services (see paragraph 13.2).

This price is unique, it shall not vary depending on the profile, or seniority, day, or time of the day. Hence, it should already represent an average of the possible different costs for the different IT profiles possibly needed, considering the possible different level of seniority, and considering that most of these activities can be planned, hence executed during business hours. The same price per hour will be applied to cover for trainings, or other complex troubleshooting and coordination activities, for which the contractor is specifically requested to be physically present in EMSA premises during business hours (Lisbon and/or Madrid). No travel, nor subsistence, nor any other time and means type of costs will be paid to be in EMSA premises on top of the price per hour for the time and means type of services.

Contracts for these services shall have a duration of 12 months, unless differently agreed between the parties, and shall be implemented via specific contracts. Specific service contracts will be

issued for an agreed amount of hours, in order to cover upcoming requests. The process to collect, estimate, authorise and monitor requests under these type of services will be as follow:

- Every two months, during the bi-monthly coordination meeting with the teams in charge of the different services and maritime applications, a working package containing a list of requests related to new developments, procedures, monitoring checks or adaptations, or incident preparedness actions, is produced.
- The contractor shall produce an estimation of the effort to implement the actions listed in the working package;
- EMSA analyses the offer, authorises its execution (total or partial), or sends it back for review;
- For the authorised actions, the contractor can start the implementation;
- At the next bi-monthly coordination meeting, a review of the implemented actions, and their cost, will take place.
- Payments will be done in accordance with the specific contract template attached.
- Requests which need to be carried out as a matter of urgency, not foreseen in the working package, can be issued by authorised EMSA personnel, to guarantee operational continuity to the EMSA services.

The service [7]: "Ticketing tool system: configuration and support", should it be activated, will follow the same time and means type of approach, with the same cost per hour. It will be covered by a separated specific contract dedicated to it, and managed according to point 4 of the Application Specifications.

### **3.5. Additional information related to the phases of the contract**

There are three distinct phases in the execution of the contract:

- 1) Initial phase
- 2) Operational phase
- 3) Closure phase

The following specific requirements can be identified for each phase in the implementation of the service.

Please note that the duration foreseen below for each phase in these tender specifications can be changed upon mutual agreement between the two parties.

#### **3.5.1. Initial phase (first 3 months)**

The objective of this phase is for the contractor to acquire the knowledge and prepare to operate the core services under this contract, while for EMSA is the occasion to monitor the contractor's approach, performance, and achieve a satisfactory assurance of its reliability to provision the service in accordance with the service levels in paragraph 3.2.

The contractor will be required in the initial phase to acquire knowledge of the EMSA Maritime Applications and their underlying systems and procedures; of the monitoring platform; and to prepare its team to successfully undertake the next phase. During this phase the contractor will be considered in learning-mode and will overlap with EMSA and with other EMSA contractors in the



execution of the service to facilitate the hand-over. The contractor shall become proficient with the systems and procedures available, the monitoring platform, and hold interviews with the key persons in EMSA involved in the development, operations and support of the application and its infrastructure.

VPN tunnels, users in the systems, access rights, and privileges will be planned and implemented during this phase.

During this phase the contractor should interface its support services to EMSA's one, including telephone and mobile communications, email addresses and trouble ticketing systems, in order to allow for smooth workflows and communications during the following phases. The main EMSA interface for the services under this contract will be the EMSA Maritime Support Service (MSS), currently working on a H24 basis.

Before the end of this phase, the contractor should present a detailed report of the initial phase, to demonstrate its progress and capabilities to deliver according to the service levels in paragraph 3.2. EMSA may visit at this stage the contractor in its premises to verify its readiness, also meeting the staff dedicated to the project, and executing jointly test procedures.

The fee paid per each month of the initial phase to compensate the learning and setup effort will correspond to the monthly fixed fee defined for the core services [1],[2],[3],[4] – see paragraph 3.4.1. The contractor is expected to have a physical presence in EMSA most of this time to ease the handover and training process. No travel, nor subsistence, nor any other time and means type of cost will be paid during this phase on top of the all-inclusive fixed fee.

#### **3.5.2. Operational phase (month 4 onwards)**

During this phase the contractor will be the sole responsible for all the core services, and the other services, if activated. The various type of services will be implemented as described in Paragraph 3.4 3.4with Order Forms or Service Contracts.

#### **3.5.3. Closure phase (last 3 months)**

During this phase, the contractor will:

- 1) carry on performing the services as in the operational phase, thus guaranteeing operational continuity [business as usual];
- 2) support EMSA in transitioning to a new contractor, and/or to EMSA teams [knowledge transfer activity].

The knowledge transfer activity is activated on EMSA request. The Contractor must transfer back to EMSA the operational knowledge acquired during the execution of the contract:

- deliver the final and up to date version of the documentation on EMSA systems, procedures, monitoring created in the contract's time frame to support EMSA;
- plan to be in EMSA premises no less than 10 days per month to support this activity and ease the handover;
- support the hand-over to EMSA teams and any other prospect EMSA contractor;
- gradually terminate and hand-over any operational activity in agreement with EMSA;

- dispose of the credential, access rights, procedures and any other EMSA Information asset given to the contractor for the performance of this contract.
- deliver a report of the closure phase.

In its bid, related to this knowledge transfer activity, the tenderer is asked to:

- propose its approach and plan, which will be evaluated under the quality criteria (see paragraph 13.1);
- provide an all-inclusive price for the extra effort required (see paragraph 13.2);

### **3.6. Additional information related to reporting**

The following reports are mandatory, and included in the fixed-fee activity:

- Report of the initial phase.
- Service report: monthly during the operational phase (par.3.5), to be delivered within 8 working days since the end of the month it refers to.
- Financial report: monthly, and at the end of each Service Contract or Order Form, to be delivered within 8 working days since the end of the month it refers to.
- Report per each incident occurred.
- Draft minutes of any meetings with EMSA.
- Report of the closure phase.

#### **3.6.1. Service Report**

On a monthly basis the contractor must submit a service report with figures about the contract's service levels and activities, both covering the fixed fee and the time-and-means type of services delivered in the reference period, with statistics and KPI per each application and service supported, elaborated from incident activities, and from monitoring checks under the monitoring platform.

Per each relevant service under this contract, the report must highlight:

Event management:

- number and percentage of events by service, category, application;
- number and percentage of events caused by existing problems, or known errors, or anyway related to a same common problem;
- number of security related events, summarised by category;
- availability of the main interfaces and components of the applications and services supported, as automatically monitored by sensors of the monitoring platform;

Incident management:

- List of incidents, categorised by:
  - system affected, impact, time to react, time to solve, procedure applied, possible root cause, recommendation for improvement;
- List of incidents without a well-defined incident model, and/or without a detection check, and/or without a recovery procedure;
- List of security related incidents, actions taken, recommendation for improvement.
- Percentage of incidents handled within the agreed service levels (see paragraph 3.2);

- Percentage of incidents closed by the Contractor without need to escalate to EMSA or to other Contractors;
- Number of incidents handled, per each known incident model, and recovery procedure;
- Breakdown of incidents by time of day;
- Percentage of incidents spotted by the Contractor, by EMSA, by external users, by the monitoring platform;
- Summary of the main open problems, with recommendation for improvement.

Monitoring platform development:

- List of new checks implemented;
- List of checks upgraded or changed;

### **3.6.2. Financial Report**

On a monthly basis the contractor is expected to submit a financial report with updated figures about the contract consumption, with the list of the time and means type of activities performed, which should refer to the approved packages of service requests for the reference period. Activities which have generated costs should be categorised per service, platform, and application in a format to be agreed with EMSA.

## **4. Contract management responsible body**

Please see point 4 of the Application Specifications.

## **5. Project planning, timetable and reporting**

The estimated date for signature of the framework contract is December 2017.

The first specific contract should be signed in January 2018:

- until May 2018, the new specific contract and/or order form will run in parallel to EMSA's current contract for similar services, to allow for a handover of the services (initial phase – see paragraph 3.5);
- afterwards, the contractor will be the sole responsible for the services within the scope of the contract (operational and closure phases – see paragraph 3.5);

### **5.1. Kick off meeting**

The implementation of the contract shall start from the date of the signature of the contract. The kick-off meeting will be organised at the initiative of EMSA, at the date of the signature of the contract or shortly thereafter. The meeting will take place in EMSA's premises. The purpose of the kick-off meeting is to enable both parties to discuss the project, as well as to settle all the details of the work to be undertaken. It is expected that the project manager of the contractor will be present at the kick-off meeting. EMSA will not reimburse the costs for attending the kick-off meeting.

### **5.2. Reports and documents to be submitted within the project**

Please see point 3.6.

## **6. Estimated value of the contracts**

The maximum budget available, excluding VAT, is indicated in point 7 of the Application Specifications.

## **7. Terms of payment**

Please see point 8 of the Application Specifications.

## **8. Terms of contract**

Please see point 9 of the Application Specifications.

## **9. Subcontracting**

Please see point 11 of the Application Specifications.

Changes of subcontractors between the application phase and the tender phase are acceptable but:

- The candidate/tenderer shall remain the same;
- In case the change involves a subcontractor the pre-selected candidate has, in the application phase, relied on to fulfil selection criteria as specified in point 15.4 (economic and financial capacity) or 15.5 (technical and professional capacity) of the Invitation to Apply, then each new subcontractor must provide the required evidence for the exclusion criteria and the selection criteria in question as per application phase.

To rely on the capacities of a subcontractor means that the contractor has to use deliveries or services of another company, that this company and its special capacity is central to the capacity of the contractor to fulfil the contract and that it cannot be easily changed or replaced. For these essential subcontractors also the exclusion criteria will be evaluated.

## **10. Requirements as to the tender**

- Only pre-selected candidates invited to tender can submit a bid.
- Tenders can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, tenders should in particular include an English version of the documents requested under point 13 of the present Tender Specifications.
- If the tenderer does not include any of the requested documents, a clear and thorough justification must be provided. Where the criteria is not applicable the tenderer must explain why this is the case.
- The responsibility lies with the tenderer to verify that all documentation requested in this Invitation to Tender is provided. Failure of the tenderer to submit all the relevant information might be a ground for rejection of the tender.
- Please note that documents sent during the application phase do not need to be re-submitted in phase II.
- Tenderers who would like to notify changes (in their legal form or regarding the bank account references notified during the Application Phase) are requested to complete and enclose in their bid the new, updated Legal Entity Form or Financial Identification Form. The Legal Entity Form as well as the Financial Identification Form are available on EMSA's website ("Working with us" -> "Procurement" -> "Calls for Tender" -> Documents for the tenderer -> "Financial Form" or "Legal Entity Form"). Please note that only one Financial Identification Form must be submitted even if the tenderer is a grouping (joint offer).

- The tenderer must comply with the minimum requirements provided for in these Tender Specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.<sup>3</sup>
- The tenderer shall complete the Tenderer's Checklist.
- The tender must be presented as follows and must include:

**Part A:** All the information and documents required by EMSA for the appraisal of tenders on the basis of the award criteria as set out in point 13 of these Tender Specifications;

**Part B:** A price list in accordance with point 11 of these Tender Specifications.

## 11. Price

### General requirements regarding price

- Prices for the requested H24 ICT Operations services shall include all the services described under point 3 of these Tender specifications - to be completed only during Phase II
- Prices must be quoted in Euro.
- Prices must be fixed amounts, non-revisable and remain valid for the duration of the contract. The prices shall be fixed and not subject to revision for the first four years of performance of the contract. For the fifth year prices may be subject to revision on the basis of indexation.
- Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, EMSA is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA pursuant to the Regulation (EC) No 1406/2002. These duties, taxes and other charges can therefore not enter into the calculation included in the tender. The amount of VAT must be shown separately.

## 12. Evidence relating to the exclusion criteria

During phase I - the application phase - pre-selected candidates were allowed to submit a Declaration of Honour as a sufficient proof of fulfilment of the exclusion criteria set out in point 14.2 of the Application Specifications. However, before the signature of the framework contract the successful tenderer shall - upon request by EMSA and within the time limit set - submit the relevant documents listed below (as well as on pages 4 and 5 of the Declaration of Honour) in order to evidence that it is not in one of the exclusion situations:

For exclusion situations described in (a), (c), (d) or (f) of point 14.2 of the Application Specifications (as well as in the Declaration of Honour) production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

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<sup>3</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

For the exclusion situations described in (a) or (b) of point 14.2 of the Application Specifications (as well as in the Declaration of Honour), production of recent certificates issued by the competent authorities of the State concerned is required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the tenderer already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the tenderer shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation. The reference of the relevant procedure(s) should be mentioned.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by EMSA.

Any copies of official certificates or documents do not need to be translated into English and can be submitted in the original language.

### 13. Award criteria

The contract will be awarded to the tenderer who submits the most economically advantageous tender (the one with the highest score), based on the following award criteria and their associated weightings:

- Quality award criteria ( $W_i = 50\%$ ) and
- Price award criterion ( $W_{Price} = 50\%$ ).

#### 13.1. Quality Award Criteria

The table below shows the quality award criteria and their associated weighting to be taken into account when evaluating the tenders

Quality Award Criteria	Weight (%)	Minimum (%)
<p><b>Q1 - Proposal for the organisation of the initial phase – see paragraph 3.5.1.</b></p> <p>The assessment can be made on paper (max. 4 pages), or alternatively, on the basis of a short video (max 4 minutes) that is to be included in a DVD attached to the bid.</p> <p>The tenderer shall:</p> <ul style="list-style-type: none"> <li>• identify the key challenges, and risks, for the execution of the initial phase;</li> <li>• develop a proposal to address these key challenges, and successfully acquire the knowledge required to operate under the contract;</li> <li>• describe what support will be required from the EMSA teams (Maritime support services; Corporate and Infrastructure teams; Application teams) to complete the transfer of knowledge during the initial phase.</li> </ul>	7.5%	60%

<p><b>Q2 – Enhancing monitoring</b></p> <p>The tenderer shall:</p> <ul style="list-style-type: none"> <li>• identify the key challenges in monitoring applications deployed active-active in multiple sites, both on premises, and in the cloud;</li> <li>• propose monitoring solutions to address those key challenges.</li> </ul> <p>Please develop a proposal [max 4 pages].</p>	10%	60%
<p><b>Q3 - Enhancing operational capabilities</b></p> <p>Taking into account that some EMSA applications are mature in terms of monitoring and incident management procedures, while others need significant improvement, the tenderer shall:</p> <ul style="list-style-type: none"> <li>• propose a solution to enhance operational maturity for those applications still poor in terms of operational procedures, detailing the main steps for supporting EMSA in a continuous improvement process;</li> <li>• develop a proposal to introduce more automation in the IT incident response process;</li> <li>• propose how to build an IT Operations dashboard with metrics and indicators, for the enhancement of the service levels related to IT Operations.</li> </ul> <p>Please develop a proposal [max 4 pages].</p>	10%	60%
<p><b>Q4 - Transitioning to new technologies and IT models</b></p> <p>The tenderer shall:</p> <ul style="list-style-type: none"> <li>• identify the key operational challenges in transitioning to cloud-friendly application architectures, operated following a DevOps approach, and deployed to hybrid on-premises and cloud infrastructures;</li> <li>• develop a proposal to address these key challenges, effectively supporting EMSA IT Operations through this transformation.</li> </ul> <p>Please develop a proposal [max 4 pages].</p>	10%	60%
<p><b>Q5 - Proposal for the organisation of the closure phase</b></p> <p>As regards the knowledge transfer activities – see paragraph 3.5.3</p>	7.5%	60%

<p>- the tenderer shall:</p> <ul style="list-style-type: none"> <li>• identify the key information to be handed over to EMSA during this phase;</li> <li>• provide a plan for the handover of this critical operational knowledge during the final three months of the contract.</li> </ul> <p>Please develop a proposal [max 4 pages].</p>		
<p><b>Q6 - Proposal for setting up a ticketing tool system</b></p> <p>The tenderer shall propose a solution, according to the needs and the specifications under paragraph 3.1 – service [7], detailing:</p> <ul style="list-style-type: none"> <li>• Technology/tool proposed;</li> <li>• Licence (if any), and initial setup costs (use price per hour under this tender);</li> <li>• Integration with other systems;</li> <li>• How the proposed solution simplifies tracking, communication and automation related to the services under this contract.</li> </ul> <p>Please develop a proposal [max 4 pages].</p>	5%	60%

### 13.2. Price Award Criterion

Prices for all the services under the contract **shall be presented in the form of the table below**, and must include the following elements:

Item	Description	Price offered
a	Monthly fixed fee for the core services [1] + [2] + [3] + [4] under point 3.4.1 ["fixed fee"]	
b	Monthly extra fixed fee for the service [8] "extra coverage on night shifts" under point 3.4.1 ["extra fixed fee"]  Note: the "extra fixed fee" must not exceed 33% of the "fixed fee".	
c	Price per hour for the time-and-means type of tasks under point 3.4.2	
d	Price to implement the knowledge transfer activities of the closure phase, according to the action plan presented by the bidder, as described in point 3.5.3	
	TOTAL PRICE OF THE BID = $96 * (a+b) + 8000 * c + d$	



**The total price of the bid is the sum of:**

- The fixed fee, for the maximum duration of the contract (8 years);
- The extra fixed fee, for the maximum duration of the contract (8 years);
- 1000 hours per year for time and means type of services, for the maximum duration of the contract (8 years), which totals 8 years \* 1000 hours/year = 8000 hours;
- The cost for the knowledge transfer activity during the closure phase of the contract.

Please note that:

- the “extra fixed fee” must not exceed 33% of the “fixed fee” – see paragraph 3.4.1
- the total price of the bid must not exceed the ceiling foreseen for this framework contract, set to 2,400,000 € as per paragraph 6.

The price award criterion is based on the “total price of the bid”:

Price Award Criterion	Weight (%)
Score for the “Total Price of the Bid”	50%

### 13.3. Scoring System

For all tenders evaluators will give marks between 0-10 (half points are possible) for each quality award criterion.

The score is calculated as follows:

$$S = SQ + SP$$

where SQ is the score for quality and SP is the score for price.

The average quality for quality criterion  $i$  is

$$Q_i = \frac{1}{\text{number of evaluators}} * \sum_{\text{evaluator}} \text{mark of the evaluator for quality criterion } i$$

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

$$SQ = \frac{Q}{Q \text{ of the bid with highest } Q} * 100 * \sum_i W_i$$

The score for price is

$$SP = \sum_i \frac{\text{lowest Price}_i \text{ of all bids}}{\text{Price}_i} * 100 * W_{\text{Price}_i}$$

Only tenders that have reached a minimum of 60% for  $Q_1$ , a minimum of 60% for  $Q_2$ , a minimum of 60% for  $Q_3$ , a minimum of 60% for  $Q_4$ , a minimum of 60% for  $Q_5$  and a minimum of 60% for  $Q_6$  will be taken into consideration when calculating the score for quality  $SQ$ , score for price  $SP$  and score  $S$ .

Only tenders that have reached a minimum of 60% for the score  $S$  will be taken into consideration for awarding the contract.

#### **14. Rejection from the procedure**

Tenderers which, during the procurement procedure, are in one of the following situations will be rejected from the procedure:

- a) are in an exclusion situation;
- b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information.

#### **15. Intellectual Property Rights (IPR)**

Please consult the draft framework ICT contract for IPR related clauses.

If the results are not fully created for the purpose of the contract this should be clearly pointed out by the tenderer in the tender. Information should be provided about the scope of pre-existing rights, their source and when and how the rights to these rights have been or will be acquired.

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

#### **16. Special negotiated procedure under Article 134(1)(e) RAP**

EMSA may at a later exercise the option to increase the estimated value of the contract via negotiated procedure with the successful tenderer in accordance to Article 134(1)(e) of the Rules of Application to the Financial Regulation.