TENDER SPECIFICATIONS

Open Invitation to Tender

No. CEPOL/PR/OP/2017/001

Hosting, maintenance and support services for
CEPOL's electronic network (e-Net)

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SECTION A - **INTRODUCTION**

A.1. SUMMARY

Contracting authority	European Union Agency for Law Enforcement Training (hereafter referred to as CEPOL).
Purpose	The purpose of this procurement procedure is to conclude a framework contract with a single economic operator for the provision of hosting, maintenance and support services of CEPOL's open source web platform for police education and learning (hereafter referred to as e-Net).
Lots	This procurement procedure is not divided into lots.
Volume (maximum)	The maximum volume of the contract (all payments to the contractor) over a maximum possible duration of 36 months is estimated at: 405,000 EUR (excluding VAT). CEPOL may at a later stage exercise the option to increase the maximum contract volume via negotiated procedure with the successful tenderer in accordance with Art. 134 (1) (e) of Commission Delegated Regulation (EU) No 1268/2012[1] on the rules of application of Regulation (EU, Euratom) No 966/2012[2] of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.
Contract	CEPOL will sign a framework contract for services with the successful tenderer, referred to as "Contractor". A Draft Framework contract is included (see **Annex I**).
Duration of contract	12 months, renewable up to four times, each time for a 6-month period, thus the maximum possible contract duration is 36 months.
Main place of performance of services	From the Contractor's premises.
Variants	Not permitted.
Joint offers	Permitted.
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

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[1] As amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

[2] As amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015.

A.2. WHAT IS CEPOL?

1. What is CEPOL?

    CEPOL is an agency of the European Union dedicated to develop, implement and coordinate training for law enforcement officials.

    Since 1 July 2016, the date of its new legal mandate[3], CEPOL's official name is "The European Union Agency for Law Enforcement Training".

2. Where is CEPOL located?

    CEPOL's headquarters are located in Budapest, Hungary.

3. Why does CEPOL exist?

    CEPOL contributes to a safer Europe by facilitating cooperation and knowledge sharing among law enforcement officials of the EU Member States and to some extent, from third countries, on issues stemming from EU priorities in the field of security; in particular, from the EU Policy Cycle on serious and organised crime.

4. What does CEPOL do?

    CEPOL brings together a network of training institutes for law enforcement officials in EU Member States and supports them in providing frontline training on security priorities, law enforcement cooperation and information exchange. CEPOL also works with EU bodies, international organisations, and third countries to ensure that the most serious security threats are tackled with a collective response.

A.3. WHAT IS PROCUREMENT?

Procurement covers public contracts as well as procurement procedures. Public contracts are defined as purchases by a public authority of services, goods or works. A procurement procedure is the structured way that leads to the award of a public contract.

The purpose is:

*   to guarantee the widest possible participation of economic operators,
*   to ensure the transparency of operations, and
*   to obtain the desired quality of services, supplies and works at the best possible price.

Offers submitted in the context of a procurement procedure are referred to as "tenders".

An economic operator who has submitted a tender is referred to as "tenderer".

An economic operator who has been awarded the contract is referred to as "contractor".

CEPOL procurement is governed by:

*   Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union,

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[3] Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015.

as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015; and

- Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012, as amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS

In the general implementation of its activities and for the processing of tendering procedures in particular, CEPOL observes the following rules:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data; and

- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

A.5. PARTICIPATION IN THE PROCUREMENT PROCEDURE

Participation in this procurement procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement under the conditions laid down in that agreement.

In addition, tenderers must not be in any situation of exclusion under the exclusion criteria (see **section B.6.1.** of these tender specifications) and must have the legal capacity to allow them to participate in this tender procedure (see **section B.6.2.3.** of these tender specifications).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or CEPOL during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

A.6. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED?

Consortia of economic operators are authorised to submit tenders (joint offers) in compliance with the terms and conditions specified in **section E.1**.

The tenderer may subcontract the tasks specified in **section B.1** to other economic operators in compliance with the terms and conditions for subcontracting specified in **section E.2**.

SECTION B - **SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE**

N.B. This section describes in detail the goods and/or services that CEPOL wishes to acquire. It also provides information on the contract that will be signed following the conclusion of the procurement procedure and provides instructions and guidance to the economic operators willing to submit tenders about the content and nature of the tender they have to submit. Furthermore, it describes in detail how the tenderers and the tenders will be assessed by CEPOL against the exclusion, selection and award criteria and how the successful tenderer(s) will be identified.

The technical specifications will serve as the contractor's mandate during the contract execution and the entire tender specifications will become an integral part of the contract that will be concluded following the award.

B.1. TECHNICAL SPECIFICATIONS

B.1.1. OBJECTIVE AND SCOPE OF THE CONTRACT

CEPOL intends to sign a framework contract for services with a single economic operator for the provision of the services described in these tender specifications. The framework contract shall be implemented through specific contracts. For more details on the framework contract for services and its implementation please refer to **section B.2** of these tender specifications.

The scope of the contract is the provision of hosting, maintenance and support of CEPOL's electronic network (hereafter referred to as "e-Net").

The purpose of this contract is limited to hosting, maintaining and supporting the e-Net in its current design for the duration of the framework contract. CEPOL is currently elaborating the specifications of the future e-Net. This development of the future e-Net is not included in the scope of this contract.

The e-Net is based on an open source operating system, applications and databases. It is comprised of different applications.

The main services that the contractor will be asked to provide under the contract will include:

- managed hosting on dedicated servers in a controlled environment with support,
- maintenance, administration and support of the open source Operating System, applications and databases of the e-Net (including but not limited to upgrading, updating and patch management).

These services shall be provided on a fixed price basis. The dedicated servers must be located within the EU Member States.

The contractor may also be asked to provide on request a range of additional services, such as:

- PHP/MySQL database development,
- Web design/user interface design,
- System engineering and maintenance.

These additional services will be provided on a time and means basis (e.g. hourly rates).

Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015 established the new legal mandate of CEPOL. Article 4.3 of the Regulation states that CEPOL's training activities and learning products may be supported, enhanced and completed by the operation of an electronic network (e-Net).

A platform for e-Net was developed in 2007 by an external supplier and it became fully operational in the second half of 2008. The existing contract for the hosting, support and maintenance of the e-Net system is now coming to its conclusion.

The e-Net offers the following functionalities:

The CEPOL e-Net webpage (CMS)

CEPOL's e-Net webpage is the gateway to e-Net. Built on a Content Management System (CMS) the webpage supplies generic information about e-Net. The CMS is based on Typo3 version 6.1.3. Through a Single Sign On (SSO) an entry point for all the restricted parts of e-Net is provided. It is based on CAS server 3.5.3.

The restricted part of CEPOL's e-Net is only accessible to those who have been given a username and a password. In order be granted access, applicants must be a law enforcement officer from one of the participating Member States; be involved in Police Training and Education within a Member State; be a scholar or a researcher from a university or a research institute engaged in studies on law enforcement matters.

On CEPOL's e-Net, users can find further detailed information about CEPOL courses, seminars, webinars, e-learning modules, restricted publications and e-journals, among others.

As of July 2016 there were 20,565 users registered on CEPOL's e-Net.

Learning Management System

The Learning Management System or LMS on e-Net provides tools to manage and promote learning in courses, seminars, webinars, online courses, the Exchange Programme, study visits, communities of practice and e-learning modules. Each CEPOL activity is supported by a corresponding 'Course' in the LMS. Users can access the LMS through the Courses (LMS) tab on e-Net once they are logged on. The CEPOL LMS is based on Moodle version 2.7.13.
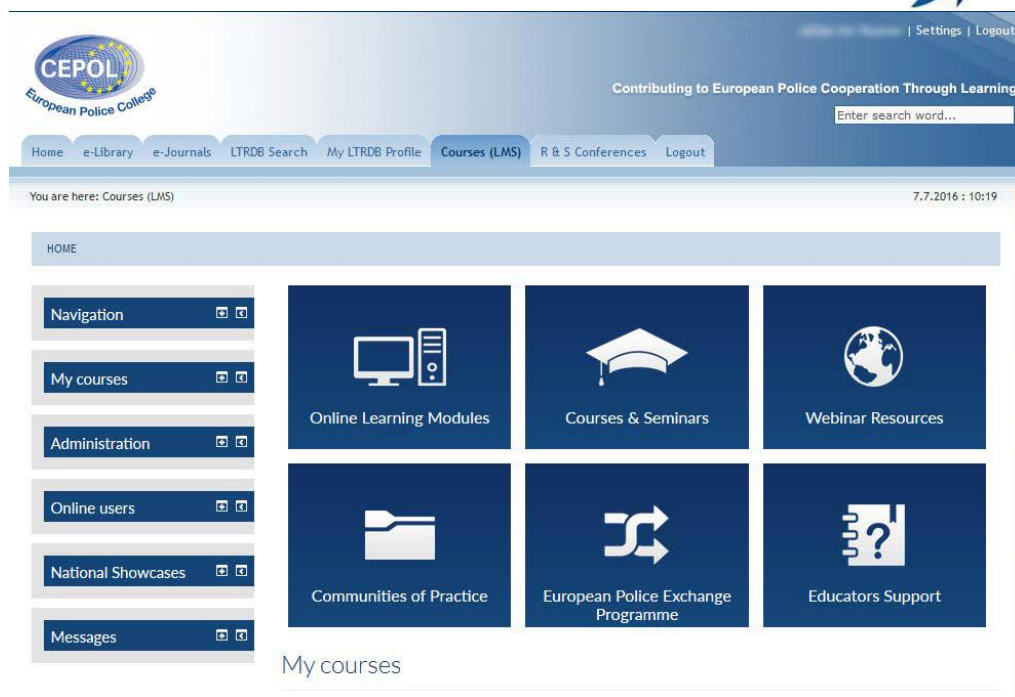
Image: The LMS main page on e-Net with access to learning & training.

1. **Online learning modules**

   CEPOL's online learning modules offer both a self-paced individual learning environment and support to learning and training in a blended learning context from courses, seminars, conferences and exchanges. Modules are made with an authoring tool which creates a SCORM pack of each module. These SCORM packs are hosted on the LMS. Modules are freely accessible for all e-Net registered users who have access to the LMS.

   In the modules users can track their progress using the module's diagnostic self-test. Trainers/Course Managers can use the LMS' functionalities of tracking of results of the users.

   CEPOL currently hosts 28 modules. As an indication, the total number of users of the modules for 2015 was 2,709.

2. **Courses & seminars**

   All CEPOL courses, seminars, conferences and online courses can be found in this section of the LMS. Each event has its own Moodle "course". There are approximately 90 courses/seminars/conferences and 15 online courses each year. All events are kept on the LMS for 2 years.

3. **Webinar resources**

   Webinars have been introduced to the CEPOL training portfolio in 2011. It has become a powerful tool for learning and reaching out to police and law enforcement officers. Webinars are delivered using Citrix GoToWebinar which is not part of e-Net. The webinar resources on e-Net is the one stop place for law enforcement officers to receive webinar invitations, register for webinars, view recorded webinars, download attendance certificates and view a webinar calendar. The recorded webinars and webinar attendance certificates are bespoke

additional developments to the LMS. There are over 150 recorded webinars in the webinar resources. As of July 2016 there were 3,003 users enrolled to the webinar resources.

4. **Communities of Practice (CoP)**

In a networked learning context such as CEPOL, communities of practice are encouraged to learn using online technology available via the LMS. CoPs are set up according to the need of a community and are based on a default 'course' from the LMS. These are either closed (specific group of police professionals) or open where every member of e-Net can gain access to. CoPs are either moderated by CEPOL or by members from the network. Communities of practice typically use the forum activity extensively as well as the upload and sharing of documents, videos and other material related to best practices and resources.

As an indication, in 2015 CEPOL hosted 15 communities of practice, with a total of 3,231 active users

5. **European Police Exchange Programme**

The exchange programme allows law enforcement professionals to pay 1 week visits to each other's work place on a bilateral basis. The LMS supports the exchangees with the sharing of lessons learned at the exchanges and provide a platform for the programme management at CEPOL to communicate with the exchangees and the coordinators of exchanges in the different countries. There are about 400 exchanges taking place annually for each of which a dedicated Moodle "course" is setup. The LMS holds the exchange "course" of the current and the previous year.

6. **Educators Support**

The educators support platform is an ongoing platform for the community of educators. It holds a forum for announcements of CEPOL learning and training products, questions & answers on how to appropriately use the e-Net within the context of CEPOL training activities, etc. The platform also contains guidelines on webinars, courses, educational tips and tricks, etc. The educators support hold 1,097 users as of July 2016.

E-Library

CEPOL's e-Library is a database-driven knowledge repository, established to disseminate research findings, good practice and research projects in support of police learning and the promotion of a European approach to police science. The e-Library is based currently on DSpace v3.2 and is customised bespoke to the needs of CEPOL. The e-Library does not only hold bibliographical information of publications, but also information about police related research projects, either completed, on-going or in planning.

In regard to the content, the e-Library has a special emphasis on material and documents from European sources and a view towards a European perspective.

The entries in the e-Library come from all EU Member States, regardless of the language of the original document – however, every entry comes with an English translation of the title and a summary in English. For many entries a full-text version of the document will be accessible, as far as copyright regulations allow for.

The content of the e-Library is organised in communities and collections – Member States and other organisations keep their own collections, one for general knowledge, the other for scientific material. Access to the content of the e-Library is granted automatically by virtue of being a registered e-Net user.

The customisation from the pure DSpace package for CEPOL regards mainly some features relating to input templates for data entry and search and browsing facilitation for the users.

E-Journals

The CEPOL e-Net allows its registered users to access subscribed content from commercial publishers. This access is granted via an OpenAthens connection, which authenticates the entries of registered users (CAS-server) and forwards them the content pages of various publishers. Another service provides access to the Criminal Justice Abstracts Service of the company EBSCO, again linked via OpenAthens.

The successful tenderer will have to liaise with EBSCO and EDUserv (OpenAthens) to enable the required authentication mechanisms and search-facilities.

CEPOL is currently looking at providing access to ebooks in a similar fashion.

Workspace (DMS)

CEPOL's Workspace is a Document Management System (DMS) which allows members of the network to work together - members of the Management Board, Working Groups and Network Groups can control the life cycle of all the documents produced by their specific group. In Workspace it is possible to see how and when documents are created, reviewed, published, utilised, retained and destroyed. The current version of the DMS shall be discontinued and shall not be included in the scope of this tender. It is expected that the DMS shall be in place for the next version of e-Net: version 3.0.

Training Matrix (TM)

The Training Matrix is a bespoke database development (PHP) to grant selected users the right to access and/or edit content for planning annual activities. Specific rights are administrated via the User Management Tool (UMT).

LTR Database

The Lecturers, Trainers and Researchers database is a bespoke database development (PHP) for granting specific users access to either their own expert profile, the module for sending invitations for enrolment, or to search the database. Those specific rights are administrated via the User Management Tool (UMT).

User Management Tool (UMT)

The UMT is a bespoke database development (PHP) for administrating the general or specific rights users will have on the CEPOL e-Net, in particular for access to the LMS, LTRdb and TM.

COMPONENT APPLICATIONS

The CEPOL e-Net comprises the following applications to deliver the functionalities described in the previous sections:

- CMS = TYPO3 version 6.1.12 (List of installed plugins in **Annex XI**)
- Single Sign On = CAS server version 3.5.3
- LMS = Moodle version 2.7.13 (List of installed plugins in **Annex XI**)
- E-Library – Dspace version 3.2 (project for update planned)
- E-Journals = OpenAthens connectivity
- DMS = To be discontinued
- LTRdb = PHP-based database module
- TM = PHP-based database module
- UMT = PHP-based database module

E-NET ARCHITECTURE

The e-Net platform is currently based on a single server which hosts 3 virtual machines. The virtualisation technology used is VMware server 2.0.

The server characteristics are at least as follows:

- 25 Dedicated and reserved CPU Cores
- 41GB of RAM
- RAID 1 with total capacity of 2TB
- OS is Centos 7

Please see **Annex X** Architecture Diagram for more details. The total traffic of the server for the last 12 months was Inbound 8,6TB and Outbound 10,5Tb. The total size of all MySQL databases is currently ~2.3GB and the total size of files on the server is ~9.4Gb.

E-NET SECURITY

On the host server there is a software firewall (iptables) that allows a first level packet filtering side. Also on every VM a firewall (iptables) is configured to allow traffic for specific services presented by the VM and excluding everything else. In addition, each VM has a system protection against attacks aimed at the applications that expose services on the network like: ssh, http, ftp, smtp, etc. In this situation the IP performing the attacks is banned after a series of fail events have been traced. For this purpose the current Data Centre supplier is using applications such as fail2ban. The resources available with the architecture allow the use of tools that will ensure even greater security against network attacks and intrusion attempts. The tools used to maintain the required level of security are the following: rkhunter, tripwire, fail2ban, and iptables.

B.1.3.   DESCRIPTION OF THE SERVICES REQUIRED

B.1.3.a. Main services (provided on a fixed price basis)

The purpose of this contract is to host, maintain and support CEPOL's e-Net platform in its current design for the duration of the framework contract. The objective of this contract is to ensure the on-going operation and availability of e-Net with its current functionality as described above.

1.   Migration from current contractor

The current contract for the hosting, maintenance and support of e- is coming to its conclusion and will end on 20 May 2017 and the continued operation of e-Net after the end of the current contract must be ensured by a proper handover/takeover.

1.1.   The contractor shall migrate the current e-Net platform to their new environment. The requirements (mandatory) of the migration are:

1.   Disruption of service shall not exceed 48 hours;

2.   No loss of data;

3.   Time-line to completion of migration that shall not exceed 40 calendar days from date of signature of specific contract by CEPOL.

1.2.   The contractor shall undertake for missions to the current suppliers premises. Travel will be reimbursed in accordance with the provisions of the framework contract and specific contract.

1.3.   The contractor shall manage the transition and entry into service according to a defined methodology and plan.

2.   Hosting

2.1. General requirements

2.1.1.   The contractor shall offer a hosting solution with dedicated server(s) for the CEPOL e-Net system. e-Net must be hosted in a European Union Member State (mandatory requirement).

2.1.2.   The contractor shall ensure the restore time in the event that restoration of a back-up is required.

The service restore time is the time needed by the contractor to implement a solution to restore the service. During normal working hours (07:00 – 18:00 Budapest time), the following reaction times are expected as a minimum:

Item	Response times
High/Critical	90% within 1 hour, 10% within 2 hours
Medium	95% within 2 hours, 5% within 4 hours
Low	95% within 4 hours, 5% within 6 hours

2.2. Physical environment

2.2.1.   CEPOL requires all systems to be housed in a secure and redundant environment (mandatory requirement).

2.2.2.   The contractor should provide a Data Centre that is either certified to be ISO 27001 (or equivalent) compliant or that conforms to those standards. In the case

that the Data Centre is not certified, then the contractor should provide evidence of conformance to those standards (mandatory requirement).

2.2.3.   The contractor shall ensure that the hosting platform is backed-up to a remote location which is located in EU(mandatory requirement).

2.2.4.   The contractor shall have established processes and procedures to ensure the security of the physical hosting environment and that cover at least the following (mandatory requirements):

- Power supply;

- Environmental conditions;

- Security and Access Control;

- Fire / Flood suppression.

2.3. Capacity Management

2.3.1.   CEPOL requires that the contractor have sufficient hosting capacity to meet the required performance as defined in the service level requirements (mandatory requirement).

2.3.2.   The contractor shall ensure that the capacity at each layer of the platform is proactively monitored and managed (mandatory requirement).

2.3.3.   The contractor shall ensure that prompt adequate actions are taken before thresholds are reached (mandatory requirement).

2.4. Hardware

2.4.1.   The contractor shall provide the necessary hardware adequate to host the e-Net Platform. (mandatory requirement)

2.5. Data Centre / Server Connectivity

2.5.1.   The contractor shall provide multiple connections between their Data Centre and the internet in particular ensuring fail-over if the connection fails. The Data Centre should have adequate bandwidth in order to meet the needs of e-Net. (mandatory requirement)

2.5.2.   The contractor shall provide at least 100Mbps unmetered connection per server as a minimum (mandatory requirement). Monthly report should include internet traffic statistics for e-Net infrastructure.

2.6. Security

2.6.1.   The contractor shall ensure the security of the e-Net. (mandatory requirement)

2.6.2.   The contractor shall have documented security policies and procedures to ensure the physical and technical security of the Data Centre facilities; this should include firewall(s), vulnerability management, intrusion detection and denial of service attacks (both DOS and DDOS). The contractor should provide escalation procedures for security related issues and any security screening process for employees.

2.7. Availability

2.7.1.   CEPOL requires that all components comprising the e-Net platform be available 24/7/365, except for scheduled maintenance.

3. Support and Maintenance

Having established a dedicated server within a secure, managed hosting environment, the contractor shall provide support and maintenance services to CEPOL, maintaining and ensuring the availability of e-Net and its functionality for operational use.

3.1. Support to CEPOL staff

3.1.1. CEPOL requires first and second level support services for a limited number of CEPOL staff (Working hours: 07:00 to 18:00 Budapest Time) (mandatory requirement). CEPOL does not require the contractor to supply first level assistance to the e-Net user base within the Member States.

3.1.2. The contractor shall provide a centralised support service function for technical and functional assistance.

3.1.3. The contractor shall use an automated tool for the registration, management and reporting of support requests (ticketing system). Incident Requests and Change Requests should both be handled by the same tool (mandatory requirement).

3.1.4. The contractor shall provide the means for CEPOL staff to report new support requests outside of the stated office hours (mandatory requirement).

3.1.5. The contractor shall provide the necessary support and ensure that the following types of reported Incidents are addressed (mandatory requirement).

It is expected that the following types of Incidents may be reported by CEPOL during the above mentioned working hours:

- Low;
- Medium;
- High/Critical.

Average time to respond to a support ticket opened by CEPOL

- Low: 4 working hours;
- Medium: 3 hours;
- High/Critical: 1 hour.

3.1.6. The resolution time is the time elapsed between the contractor responding to a support ticket opened by CEPOL and the contractor successfully resolving the Incident. The service levels achieved in this respect shall be reported on a monthly basis. It is expected that the resolution times per category of incidents will be as follows (mandatory requirement):

- Maximum resolution time (reported during working hours) for a Low priority incident: 48 hours
- Maximum resolution time (reported during working hours) for a Medium priority incident: 12 hours.
- Maximum resolution time (reported during working hours) for a High/Critical incident: 4 hours.

These resolution times are applicable specifically to incidents identified by CEPOL. Critical issues related to failures at the server or network level should be monitored and resolved proactively by the contractor.

3.1.7. The contractor shall have incident management policies and procedures in place that describe how problem/issue escalation is handled and measured.

3.2. Maintenance

3.2.1. The contractor shall maintain and update throughout the duration of contract (mandatory requirement):

- any virtualisation technology (if applicable);
- the operating system (security patches, bug fixes, updates);
- the component applications of e-Net (security patches, bug fixes, updates)

3.2.2. The contractor, upon uptake of e-Net, shall have the opportunity to propose reasonably justified changes to enable the support and maintenance of the platform. Such changes shall only be implemented upon agreement by CEPOL.

3.2.3. The contractor shall liaise with CEPOL for the planning of scheduled downtime. Scheduled downtime should not exceed 4 occasions a year for a maximum of 6 hours (mandatory requirement).

3.2.4. The contractor shall preferably separate the development/test environment from the production environment. Access for designated CEPOL staff to the development/test environment would also be preferred.

3.2.5. Systems administration

3.2.5.1. The contractor shall apply, throughout the duration of the contract, server system administration policies and procedures including software upgrade and patch application, capacity monitoring/management and change control (mandatory requirement).

3.2.5.2. The contractor shall apply, throughout the duration of the contract, server system administration policies and procedures that govern the backup/restore processes including backup tools used, retention cycles and policies, frequency, restore procedures, backup validation procedures, and off-site storage facilities and processes (mandatory requirement).

3.2.5.3. The contractor shall apply, throughout the duration of the contract, policies and procedures to ensure that the administration of the CEPOL e-Net is sufficiently protected against unauthorised access and system attacks (mandatory requirement).

3.2.5.4. The contractor shall preferably provide read access to system/network monitoring tools.

3.2.5.5. The contractor shall ensure that all webservers have Extended Validation SSL certificates. Self-signed certificates shall not be accepted by CEPOL (mandatory requirement).

3.2.6. Network administration

3.2.6.1. The contractor shall provide, throughout the duration of the contract, a managed network supported by defined policies and procedures to ensure the security and availability of the CEPOL e-Net (mandatory requirement)

3.2.6.2. The contractor shall provide, throughout the duration of the contract, network monitoring and the supporting processes and procedures for the assessment of network capacity and ensuring sufficient capacity (mandatory requirement).

3.2.7. *Application Management*

3.2.7.1. The contractor shall provide user administration services for designated CEPOL staff, i.e. those members of staff that control e-Net's end-user rights administration and manage content as well as day to day operational use. The total number of designated CEPOL staff shall not exceed eight (8) members of CEPOL staff (mandatory requirement).

3.2.7.2. The contractor shall maintain and update the component applications of e-Net throughout the duration of the contract (security patches, bug fixes, updates) (mandatory requirement).

3.2.7.3. The contractor shall apply component application updates in a coordinated and planned maintenance approach (mandatory requirement).

3.2.7.4. The contractor shall ensure that all updates of the component applications are tested before rolling out into production (mandatory requirement).

3.2.7.5. The contractor shall advise on upgrades. The contractor shall proactively monitor open source application (TYPO3, Moodle, DSpace, CAS) websites and advise on the impact/benefit to CEPOL (mandatory requirement).

3.2.7.6. The contractor shall implement upgrades only after approval by CEPOL (mandatory requirement).

3.2.7.7. The contractor shall ensure that application change control is conducted according to defined processes and procedures (mandatory requirement).

3.3. Service Level Requirements

3.3.1. The contractor shall ensure the achievements of the following Service Level performance indicators as a minimum (mandatory requirement):

- Effective (Application) Availability = 99% per month

- System Availability = 99.50% per month

- Server Availability = 99.70% per month

- Network Availability = 99.80% per month

- Scheduled downtime window = Friday 23:59 to Sunday 23:59 (Budapest Time)

- Average time to respond to a support ticket opened by CEPOL
    o   Low: 4 working hours
    o   Medium: 3 hours
    o   High/Critical: 1 hour

- Maximum resolution time
    o   Low – 48 hours
    o   Medium – 12 hours
    o   High/Critical – 4 hours

- Server connectivity = at least 100mbps per server unmetered traffic

- Performance -Response time
    ▪   Average response time less than 1 second
    ▪   A maximum of 5% of the requests may exceed 2 seconds

▪ The contractor shall measure responsiveness of the hosting components within the Data Centre in front of the application. The reference pages shall be the main CEPOL page.

3.4. Reporting

3.4.1. The Contractor shall provide monthly reports to be submitted on the hosting, support and maintenance of the e-Net system. The reports to be delivered will document at least the following information (mandatory requirement):

- Effective (Application) Availability against target of 99% per month

- System Availability against target of 99.50% per month

- Server Availability against target of 99.70% per month

- Network Availability against target of 99.80% per month

- Scheduled downtime window = Friday 23:59 to Sunday 23:59 (Budapest Time)

- Average time to respond to a support ticket opened by CEPOL against targets of
  - o Low: 4 working hours
  - o Medium: 3 hours
  - o High/Critical: 1 hour

- Maximum resolution time against targets of
  - o Low – 48 hours
  - o Medium – 12 hours
  - o High/Critical – 4 hours

- Server connectivity - monthly traffic report per server, inbound and outbound

- Software components: List of changes made in maintenance period

- Usage Data / Logs: Description of e-Net usage during maintenance period

- Website traffic statistics: Data relating to website traffic statistics

- Application usage logs: Data relating to application usage logs

- Issues / Risks: Narrative of any issues/risks identified by the contractor

- Summary of tickets per component detailing
  - o Priority
  - o State
  - o Age

3.4.2. The contractor shall provide the designated CEPOL staff with access to online reporting systems that will allow them to view the applications' performance including statistics relating to hits, unique visits per page etc. should be provided.

4. Carry-over of services at the end of the contract - Succession

The contractor shall undertake to support transition at the end of the contract (mandatory requirement). The services foreseen shall include supporting the migration of data to the next version of e-Net.

The main services described above shall be provided under fixed price specific contracts (for more details please refer to **section B.2** of these tender specifications).

B.1.3.b. Additional services (provided on a time and means basis)

Ad-hoc services expected for an hourly rate

It is not the intention of CEPOL to invest significantly in the current version of e-Net as described in these tender specifications. Small modifications or developments may be required according to new business needs. The contractor should offer the services required to implement such changes on a times and means basis.

The contractor shall provide specialised staff on the basis of a defined hourly rate charge. The anticipated resource types are as follows:

- Project manager
- PHP/MySQL database developer,
- Web designer/user interface designer,
- System engineer

The additional services shall be provided under time and means specific contracts (for more details please refer to **section B.2** of these tender specifications).

B.1.4. OTHER REQUIREMENTS

B.1.4.a. Place of delivery

The services shall be provided from the contractor's (or their subcontractors if applicable) premises. Exceptionally CEPOL may require the contractor to travel to other locations in which case travel and subsistence costs shall be reimbursed by CEPOL according to the rules and rates applied by the European Commission and in accordance with the provision of the model framework contract for services and the underlying specific contracts.

B.1.4.b. Account management

The contractor shall nominate a representative authorised to manage the CEPOL account. He/she will act as a single contact point for all the administrative, contractual and managerial aspects of the contract.

B.1.4.c. Invoicing

The contractor shall submit invoices in arrears, i.e. shall invoice at the beginning of invoicing period N for services provided during invoicing period N-1.

In particular, the invoice shall specify the total amount due, the invoicing period and the year to which the invoice refers and shall contain the Framework Contract and Specific Contract reference number.

The invoicing period shall be equal to 3 months beginning with the date of entry into force of the specific contract.

The invoice shall be accompanied by the all the monthly reports (corresponding to the invoicing period) specified in **section B.1.3.a. Main services (provided on a fixed price basis), paragraph 3.4. Reporting** and, if applicable, by the task acceptance forms for the additional services provided on a time and means basis in accordance with **section B.1.3.b. Additional services (provided on a time and means basis)**.

The payment shall be made in accordance with the relevant provisions of the Model Framework Contract (**Annex I**).

B.1.4.d. Meetings

The contractor will be requested to attend a number of meetings at the premises of CEPOL (one kick-off meeting at the start of the contract followed by annual contract performance review meeting – see **section B.2.8. Contract Implementation Timetable**).

The contractor shall delegate at least one representative with sufficient competence and authority to represent the contractor in these meetings.

Expenses incurred by the contractor in connection with the above mentioned meetings shall be reimbursed by CEPOL according to the rules and rates applied by the European Commission and in accordance with the provision of the model framework contract for services and the underlying specific contracts.

At the request of CEPOL additional meetings may take place at the contractor's premises. The expenses related to the CEPOL staff attending these meetings shall be borne by CEPOL.

B.1.5. VARIANTS

Variants are alternatives to any technical or financial aspects, or to any contractual conditions described in the invitation to tender.

Variants are not permitted in this invitation to tender.

CEPOL will disregard any variants described in an offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tender specifications.

B.1.6. DIVISION INTO LOTS

This procurement procedure is not divided into lots. The tenderer must be able to provide all services requested.

B.2. CONTRACT

B.2.1. TYPE OF CONTRACT

CEPOL wishes to conclude a framework contract for services with a single economic operator for the provision of the services specified in **section B.1** of the Tender Specifications.

A framework contract is a legal agreement between two parties - in this case, CEPOL and the Contractor. It acts as the basis for possible future purchase of services by CEPOL. The framework contract contains, inter alia, a description of the scope of services that can be purchased by CEPOL, methodology, timing and prices to be respected by the Contractor. It is a contract of a fixed duration but with no fixed value, only a maximum total value. The framework contract itself is not an order for services or supplies and does not constitute a

financial commitment. Services are requested through Specific Contracts over the period of validity of the framework contract.

B.2.2. IMPLEMENTATION OF THE CONTRACT

The framework contract will be implemented through Specific Contracts that will be signed over the period of validity of the framework contract.

The services specified in **section B.1.3.a. Main services (provided on a fixed price basis)** will be ordered through Fixed Price Specific Contracts and those specified in **section B.1.3.b. Additional services (provided on a time and means basis)** will be ordered through Time & Means Specific Contracts.

B.2.3. CONTRACT PRICES AND PRICE REVISION

(i) Contract prices

The prices for the services shall be as indicated by the tenderer in his Financial Proposal (see **Annex III**)

(ii) Price revision

The prices indicated in the financial proposal shall be fixed and not subject to revision during the first year of duration of the framework contract.

Afterwards the prices may be revised as specified in the relevant provisions of the Model Contract (**Annex I**).

B.2.4. OTHER REQUIREMENTS – INFORMATION OF THE CONTRACT

(i) Expenses incurred by the contractor

Any expenses incurred by the contractor during the performance of the contract, such as:

- the cost of administration, contract management, contact person and other support staff costs,
- any costs related to the migration of the e-Net from the current supplier to the contractor's environment (except for the travel and subsistence costs to be paid by CEPOL in cases specified in **section B.1** of the tender specifications);
- meeting expenses (except for the travel and subsistence costs to be paid by CEPOL in cases specified in **section B.1** of the tender specifications);
- any other expenses

will not be reimbursed separately by CEPOL and (if any) they should be included in the prices indicated in their financial proposal (drawn up as specified in **section B.4**).

(ii) Request for payment

The contractor shall prepare invoices and submit them to CEPOL for payments in accordance with the relevant provisions of the technical specifications (see **section B.1**) and Model Contract (**Annex I**).

B.2.5. IMPORTANT NOTE

The models of framework contract and specific contract are attached to these Tender Specifications as **Annex I**.

In particular, the model contract indicates the method and the conditions for payments to the contractor.

The resulting contract with the successful tenderer will be based on this model contract.

Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender and in the model contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

CEPOL reserves the right to decline without further comment any tender that does not accept its model contract.

B.2.6. VOLUME OF THE CONTRACT

CEPOL estimates, without this being binding, that the indicative contract value over the total possible duration of 36 months will be 405,000 EUR.

CEPOL may at a later stage exercise the option to increase the maximum contract volume via negotiated procedure with the successful tenderer in accordance with Art. 134 (1) (e) of Commission Delegated Regulation (EU) No 1268/2012[4] on the rules of application of Regulation (EU, Euratom) No 966/2012[5] of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

B.2.7. DURATION OF THE CONTRACT

The duration of the contract shall not exceed an initial fixed term of 12 months. The contract may be renewed up to 4 times, each time for a period of provision of services of 6 months. Thus the maximum possible duration of the contract is 36 months.

B.2.8. CONTRACT IMPLEMENTATION TIMETABLE

A provisional timetable for the contract signature and subsequent provision of the services is given below.

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[4] As amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.
[5] As amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015.

It is estimated that the contract will be signed in May 2017.

After the signature of the contract, a kick-off meeting will be held at the CEPOL headquarters in Budapest, Hungary, in order to settle all the details of the contract performance.

A performance review meeting with regards to the framework contract will be held once per year at CEPOL premises.

Action	Timetable
Signature of the framework contract	Reference date
Kick-off meeting	Reference date + 1 week
Framework contract performance review meetings	Once per year (dates to be mutually agreed by the parties)

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

The technical proposal must be consistent with the Technical Specifications (see **section B.1**). In preparing the technical proposal the tenderers should bear in mind the award criteria against which it will be evaluated (see **section B.7**)

The tenderers must use the Technical Proposal Form (see **Annex II**) in preparing their technical proposals.

B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

The financial proposal shall be based on the format found in **Annex III** (Financial Proposal Form).

Each page of the financial proposal must be signed by an authorised representative of the tenderer.

The Financial Proposal Form consists of three parts:

Part 1 – Monthly price for hosting, support and maintenance

> CEPOL will not pay separately for the migration of e-Net from the current supplier to the contractor's environment (except for the travel and subsistence costs to be paid by CEPOL in cases specified in **section B.1** of the tender specifications). The tenderers should incorporate any such costs into the monthly price for hosting, support and maintenance. CEPOL expects that these costs will be reflected in the price for the first 3 months of provision of the services. Therefore there are 2 positions in the Part 1 of the Financial Proposal:
>
> > a) Monthly price for the first 3 months (applicable exclusively during the first 3 months of hosting, maintenance and support of e-Net)
> >
> > b) Monthly price for the subsequent months (applicable for the remaining maximum possible duration of the framework contract)

Part 2 – Hourly rates for the provision of additional services

> This part covers the hourly rates for the provision of services specified in **section B.1.3.b. Additional services (provided on a time and means basis)**. The tenderers

must provide the prices for all the required profiles. Failure to do so will render the financial evaluation of the tender impossible and consequently will result in rejection of the tender.

Part 3 – Scenario for calculating the price of the offer

Please note that this scenario is not binding on CEPOL and is provided solely for the purpose of financial evaluation of the tenders.

While preparing the financial proposals, the tenderers shall bear in mind the award criteria against which the tenders will be evaluated (see **section B.7**).

NOTES FOR THE FINANCIAL PROPOSAL

- The prices must be inclusive of all costs directly or indirectly related to the performance of the contract, which may be sustained by the tenderer.

- All prices must be quoted in **Euro (EUR**).

- All prices must be free of all duties, taxes and other charges (including VAT), as CEPOL is, as a rule, exempt from all taxes and duties, and in certain circumstances is entitled to a refund for indirect tax incurred such as value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Tenderers must therefore give prices which are exclusive of any taxes and duties. Where applicable, any amount of VAT must be indicated separately.

> **N.B.** The financial proposal shall be completely unambiguous. Your tender shall be disqualified, if it contains any statements preventing an accurate and complete comparison of the tenders (such as "To be discussed", "Conditional to", "Depending on X" etc.)

B.5. ASSESSMENT OF TENDERERS AND TENDERS

The assessments of tenderers and tenders will be conducted in accordance with the procedures described in **section D**.

For joint tenders and for tenders envisaging subcontracting, **section E** will apply.

B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY

B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSIONCRITERIA

Exclusion criteria

Tenderers must not be in any of the situations listed in articles 106 and 107 of the Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union, as amended.

Evidence to be provided:

The tenderers shall provide the "Declaration on honour on exclusion and selection criteria" drawn up according to the template found in **Annex IV**, dated and duly signed by an authorised representative of the tenderer.

With regards to the above-mentioned Declaration on honour, the <u>successful tenderer</u> shall provide (upon request) information on the legal person, the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

-   For situations described in (a), (c), (d) or (f), 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 person showing that those requirements are satisfied.

-   For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person 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 person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

-   Please note that the signature of the contract between CEPOL and the successful tenderer will be conditional upon provision of the documentary evidence from the successful tenderer.

B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA

The purpose of the selection criteria is to determine whether the tenderer has the financial, economic, technical and professional capacity necessary to provide the services which are the subject of the contract.

If one of the selection criteria listed below is not met, your tender shall not be further evaluated.

B.6.2.1. ECONOMIC AND FINANCIAL CAPACITY

The information supplied in this section will be evaluated to assess the longer-term financial viability of the tenderer.

Where a joint tender is submitted, please present the information for each member individually.

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case

prove to CEPOL that it will have at its disposal the resources necessary for performance of the contract, for example by producing a letter of intent on the part of those entities to place those resources at its disposal.

Where a tenderer relies on subcontractors for fulfilling the economic and financial capacity criteria, please present information for each subcontractor.

<u>Selection criteria</u>

a) The tenderer must prove that he is in a stable financial position and he has the financial capacity to provide the required services. Furthermore, the tenderer's average yearly turnover for each of the last three financial years for which accounts have been closed must be **at least 270.000 EUR** per year.

b) The tender must prove that it has an appropriate level of professional risk indemnity insurance.

<u>Evidence to be provided:</u>

- the "Declaration on honour on exclusion and selection criteria" drawn up according to the template found in **Annex IV**, dated and duly signed by an authorised representative of the tenderer;

- a complete copy, certified by the tenderer's authorised representative, of the tenderer's annual accounts (balance sheets, profit and loss account and the notes on the accounts) for the last three financial years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which the tenderer is established does not require the publication of the balance sheet);

- a copy of a valid and relevant professional risk indemnity insurance.

If, for any valid reason, the tenderer is unable to provide the documents requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

B.6.2.2. TECHNICAL AND PROFESSIONAL CAPACITY

The information supplied in this section will be evaluated to assess the professional and technical capacity of the tenderer to perform the contract.

Where a joint application is proposed, please present the information for each member individually.

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to CEPOL that it will have at its disposal the resources necessary for performance of the contract, for example by producing a letter of intent on the part of those entities to place those resources at its disposal.

Where a tenderer relies on subcontractors for fulfilling the professional and technical capacity criteria, please present information for each subcontractor.

In relation to professional and technical capacity for joint applications or when the tenderer relies on subcontractors for fulfilling the professional and technical capacity criteria, the Evaluation Committee will assess the combined capacities.

Selection criteria:

a) The tenderer must have a minimum experience of 3 years in providing the kind of services which are the subject of this call for tenders.

b) The tenderer must have the qualified staff and the technical resources necessary to provide the services which are the subject of this call for tenders. In particular:

   i.   All the members of the proposed team must fluently speak English;

   ii. All the members of the proposed team must have been involved in similar projects;

   iii. The team that will be involved in the implementation of the contract must cover as a minimum the following functions:

   - Account management

   - Hosting service system administration and management

   - Operating system management

   - PHP/MySQL support and development

   - User interface development

   iv. The members of the team must have academic qualifications or industry recognised certification or minimum 3 years working experience relevant to the subject of the contract and to their role within the team

   v.   The tenderer must have sufficient physical and technical provisions to ensure the availability of managed services;

   vi. The tenderer must have appropriate quality control and assurance standards in place.

Evidence to be provided:

- the "Declaration on honour on exclusion and selection criteria" drawn up according to the template found in **Annex IV**, dated and duly signed by an authorised representative of the tenderer;

a) a brief history of the economic operator, including length of time in business, overall size and description of activities relating to services of the type required in this invitation to tender;

b) a presentation of at least 3 contracts implemented in the past three years, of a comparable size to the value of this contract, covering similar services. The tenderer must specify the following in regards to each contract:

   o Customer name and address

   o Contact name and telephone number

   o Contract reference and brief description of service undertaken

   o Contract value

   o Name(s) of sub-contractors and/or consortium members and their role

   CEPOL may contact any of the above companies for a reference. Your permission to do so will be assumed unless you state any objections.

c) a description of the tenderer's company structure with respect to the type of service required, including the average number of staff and managerial staff during the past 3 years;

d) a declaration that all team members speak and write English fluently;

e) the CVs of the proposed members of the team to ensure coverage described in the selection criteria ii., iii. and iv. above;

f) a description of the physical and technical provisions to ensure the availability of managed services;

g) a description of the quality control and assurance standards that are in place.

B.6.2.3. AUTHORISATION TO PERFORM THE CONTRACT UNDER NATIONAL LAW

Selection criteria:

The tenderer must prove that he is authorised to perform the contract under national law.

Note: where a joint tender is submitted, please present the information for each member individually.

Evidence to be provided:

A certificate of registration in the relevant trade or professional registers in the country of establishment/incorporation. If the tenderer is not required or allowed to register in such a register for reasons related to its statute or legal status, CEPOL shall accept, as satisfactory evidence, a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

B.7. ASSESSMENT OF THE TENDERS: EVALUATION OF THE AWARD CRITERIA

Once the tenderer has demonstrated the eligibility and appropriate capacity to perform the contract on the grounds of the exclusion and selection criteria, the tender will be assessed on the basis of the award criteria.

B.7.1. TECHNICAL EVALUATION

The tenders will be first checked for compliance with the mandatory (minimum) requirements mentioned in the **section B.1**. Only tenders meeting the all the mandatory (minimum) requirements will be considered for further technical evaluation against specific criteria.

The technical evaluation will be carried out by establishing an overall technical score for each tender, which takes into account the individual scores for the following specific criteria:

Technical evaluation criteria	Maximum obtainable points

1. **Quality of the migration proposal on the basis of the following sub-criteria:**
   a) The approach and methodology that will be used to manage the migration of the e-Net – max 5 points
   b) The migration plan in terms of definition of migration roles, responsibilities and milestones – max 5 points
   c) Migration time-frame, points awarded as follows:
        -   If completed in less than 40 days –3 points
        -   If completed in less than 30 days –5 points
	15

2. **Quality of the hosting services on the basis of the following sub-criteria:**
   a) Quality of the hosting solution – max 8 points
   b) Quality of the physical environment – max 4 points
   c) Quality of the capacity management provisions – max 7 points
   d) Quality of the data centre connectivity – max 5 points;
   e) Quality of the security – max 6 points;
	30

3. **Quality of the support services on the basis of the following sub-criteria:**
   a) Organisation of the support function in order to meet and exceed the requirements of CEPOL – max 12 points
   b) Incident management policies and procedures in place – max 8 points
	20

4. **Quality of the maintenance services on the basis of the following sub-criteria:**
   a) Organisation of the maintenance services in order to meet and exceed the requirements of CEPOL – max 3 points
   b) Quality of system administration – max 2 points
   c) Quality of network administration – max 2 points
   d) Quality of application management – max 3 points
	15

e) Quality of change control processes and procedures that will be applied to the CEPOL e-Net – max 3 points f) Is the development/test environment separated from the production environment? If yes – 1 point g) Is access for the designated CEPOL staff to the development/test environment provided? If yes – 1 point		

5. Tenderers' response to Service Level Requirements, on the basis of the following sub-criteria:
a) Exceeding the performance indicators, scores awarded as follows:
   - better performance for more than 2 of the indicators = 3 points
   - better performance for more than 4 of the indicators = 5 points
   - better performance for more than 6 of the indicators = 10 points
	10

6. Quality of the reporting system on the basis of the following sub-criteria:
a) Organisation of the reporting system in order to meet and exceed the requirements of CEPOL – max 5 points
b) Is access to the system provided to CEPOL staff in accordance with the requirements described in **section B.1**?
   - If yes, 5 points will be awarded
   - If not, no points will be awarded
	10

TOTAL	**100**

Unless otherwise specified, points will be allocated according to the following system:

Points awarded[6]	Definition
0%	No evidence / total failure: The tender totally fails to address the criterion under examination, or cannot be assessed due to missing evidence.
20%	Very poor: The criterion under examination is addressed in an incomplete and unsatisfactory manner; serious concerns.
40%	Poor: The criterion under examination is partly addressed but with a few major gaps or issues.
60%	Satisfactory: The criterion under examination is generally addressed with only a few minor issues (up to 3 minor issues).
70%	Fair: The criterion under examination is fully addressed and the tender responds to all requirements of CEPOL with no issues being identified.
80%	Good: The criterion under examination is fully addressed, the tender responds to all requirements of CEPOL and it offers some added value.
90%	Very good: The criterion under examination is fully addressed, the tender responds to all requirements of CEPOL and it offers good added value.
100%	Excellent: The criterion under examination is fully addressed and the tender offers excellent added value.

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[6] 100% equals the maximum number of points achievable per question

Total technical score

The total technical score for each tender will be calculated as the sum of the individual scores for the specific criteria.

Thresholds

In order to guarantee for a minimum threshold of quality, tenders that do not reach a minimum of 60% of the possible overall score for the technical evaluation will be considered of insufficient quality and will be eliminated from further evaluation (60 points minimum, out of the overall total of 100 points).

In addition, tenders that do not reach a minimum score of 50% for each criterion of the technical evaluation will be considered of insufficient quality and will be eliminated from further evaluation.

B.7.2. FINANCIAL EVALUATION

The financial evaluation will be performed based on the price of the offer.

The price of the offer will be calculated on the basis of the prices stated in the Financial Proposal (**Annex III**) using a cost simulation scenario representing an estimation of the foreseen spending pattern of CEPOL during the duration of the framework contract. Please note that this scenario is not binding on CEPOL and is provided solely for the purpose of financial evaluation of the tenders. The scenario for calculating the price of the offer is provided in the Part 3 of the Financial Proposal form (**Annex III**).

The tender providing the lowest price of the offer will receive a **financial score** of **100 points**.

The financial score for the other tenders will be calculated by using the following formula:

Financial score = lowest price of the offer / price of the offer of the tender being evaluated x 100.

B.7.3. AWARD OF THE CONTRACT

The contract will be awarded to the most economically advantageous tender, which will be established by weighing technical quality against price on a **60/40 basis**.

The final score will be calculated using the following formula:

Final score = Technical score x 60% + Financial score x 40%

The tender obtaining the highest final score will be deemed to be the most economically advantageous tender.

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for additional clarifications	02/05/2017	The modalities for sending requests for additional clarifications are specified in **section C.5**.
Deadline for dispatching tenders	11/05/2017 17hrs00 Budapest time	The modalities for preparing and dispatching tenders are specified in **sections C.1, C.2, C.3 and C.4**.
Opening of tenders	18/05/2017 10hrs00 Budapest time	
First meeting of the evaluation committee	Within 1 week following the opening session	Estimated
Notification of the outcome of the procurement procedure to the successful and unsuccessful tenderers	Within 1 week after the award decision is signed	
Signature of the contract	June 2017	Estimated

(*) Deadline: All times are expressed as Budapest time.

SECTION C - **INSTRUCTIONS ON HOW TO TENDER**

C.1. CONTENTS OF YOUR TENDER

Tenders shall comprise the following three elements:

Envelope A: **Administrative documentation**

1. A cover letter on the official letterhead paper of the Tenderer and signed by an authorised representative of the Tenderer. The cover letter shall contain:
   - The name and the designation of the person who is authorised to sign the contract on behalf of the tenderer;
   - The written statement on tenderer's acceptance of the CEPOL's model contract without reservations;
   - The confirmation that the period of validity of the tender is as required in **section C.1.1**.

2. Filled in Tenderer's identification form (see **Annex V**)

3. Filled in Legal entity form (see **Annex VII**)

4. Filled in Financial identification form (see **Annex VIII**)

5. Information and documentation about the tenderer's eligibility and capacity, including:

    - Original Declaration on Honour on Exclusion and Selection Criteria (See **Annex IV**)

    - Duly filled in and signed Tender form (See **Annex VI**)

    - Copies of all original certificates and documents on the tenderer's capacity as specified in section **B.6.2.3.** issued by an official authority in the country of origin or provenance of the tenderer

    - Any other evidence document and information required for the assessment of the selection criteria as specified in **section B.6.2.**

6. If applicable, information and documentation on members of consortia and subcontractors as specified in **section E**

7. Checklist of documents which tenderers must submit (see **Annex IX**)

The above documentation shall be provided in one (1) original hardcopy and one electronic copy on CD, DVD or USB. In case of discrepancy between the paper copy and the electronic copy, the paper copy shall prevail.

Envelope B: Technical Proposal

Technical proposal duly signed by the tenderer's authorised representative on the front page and initialled on each page, in one (1) original hardcopy and one electronic copy on CD, DVD or USB (see **Annex II**). In case of discrepancy between the paper copy and the electronic copy, the paper copy shall prevail.

Envelope C: Financial Proposal

Financial proposal duly filled in and signed by the tenderer's authorised representative, in one (1) original hardcopy and one electronic copy on CD, DVD or USB (see **Annex III**). In case of discrepancy between the paper copy and the electronic copy, the paper copy shall prevail.

C.1.1. IMPORTANT NOTE

- Tenders shall be submitted strictly in accordance with the conditions set out in these Tender Specifications (including the annexes). If any other conditions are attached to or referred to in the tenderer's tender, the tenderer should declare that such conditions are entirely withdrawn.

- The period of validity of the tender, during which the tenderer may not modify the terms of the tender in any respect, must be at least six months following the deadline for dispatching tenders.

- **CEPOL reserves the right to decline without further comment any proposal that does not accept its model contract**.

C.2. LANGUAGE OF YOUR TENDER

Tenders must be submitted in one of the official languages of the European Union.

Since CEPOL's working language is English, CEPOL would highly appreciate to receive tenders written in English, although this does not constitute a selection or an award criterion and will be ignored for the purpose of assessing the tenders.

C.3. HOW TO PACKAGE YOUR TENDER?

Tenders must be submitted using the double envelope system – i.e. one outer envelope and one inner envelope - in order to guarantee the confidentiality and integrity of data.

Both the **outer and the inner envelopes** must carry the following information:

Tender Ref. No. CEPOL/PR/OP/2017/001

Tender Title: Hosting, maintenance and support services for CEPOL's electronic network (e-Net)

TENDER – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT

Name of the Tenderer: --

Address of the Tenderer: --

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape.

The **inner envelope** shall contain three envelopes properly marked, as follows:

- **Envelope A** containing the **Administrative documentation**
- **Envelope B** containing the **Technical proposal**
- **Envelope C** containing the **Financial proposal**

C.4. HOW TO DISPATCH YOUR TENDER?

The tenderer shall dispatch his tender not later than the <u>date and time</u> indicated in **section B.8**.

The tenderer may choose to dispatch his tender by registered mail, courier service or hand delivery, to the following address:

European Union Agency for Law Enforcement Training (CEPOL)
Ó utca 27
1066 Budapest
Hungary

<u>Tenders sent by other means (e.g. by e-mail or fax) or dispatched later than the deadline indicated in **section B.8** will be rejected.</u>

N.B. The tenderer shall note that, in case of tenders dispatched through <u>registered mail</u> or <u>courier service</u>, if the proof of dispatch is duly provided to CEPOL as explained in **section**

C.4.1.a below, tenders will be accepted even if – due to unexpected delays – they arrive after the date of the opening session.

If no proof of dispatch is provided to CEPOL and the tenders arrive after the opening session takes place, tenders will be rejected.

C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH

C.4.1.a.   REGISTERED MAIL AND COURIER SERVICE

The tenderer shall dispatch its tender to the postal or courier service by the deadline indicated in **section B.8** at the latest.

As a proof of dispatch, date and time of dispatch shall be clearly indicated by the postal or courier service on the outer envelope of the tender.

In addition, the tenderer shall obtain a receipt of delivery issued by the postal or courier service clearly indicating the date and time of dispatch. By the deadline indicated in **section B.8**, the tenderer must send a copy of this receipt to CEPOL by e-mail (tenders@cepol.europa.eu), specifying the title and reference number of this procurement procedure, together with the name, email address and telephone number of the tenderer.

C.4.1.b.   HAND DELIVERY

The tenderer shall hand in its tender to the CEPOL official taking delivery by the deadline indicated in **section B.8** at the latest.

As a proof of dispatch, the tenderer shall obtain a receipt, signed and dated by the CEPOL official taking delivery, clearly indicating the date and time when the CEPOL official took delivery of the tender.

In order to ensure punctual hand delivery, the tenderer is strongly advised to take into account the time needed for security checks when entering the CEPOL premises and for the actual handover of its tender to the CEPOL official in charge of taking delivery.

CEPOL may not be held liable for any delays incurred by the tenderer when in CEPOL's premises; the tenderer alone is responsible for ensuring that its tender is delivered on time.

C.5. CONTACTS BETWEEN CEPOL AND TENDERERS

Contacts between CEPOL and the tenderer may only take place in exceptional circumstances, under the following conditions:

C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS

C.5.1.1.   REQUESTS FOR CLARIFICATIONS

Should the tenderer discover any discrepancies in the Tender Specifications or be in any doubt as to their meaning, the tenderer should notify CEPOL.

The tenderer may also request additional information and/or clarifications on the procurement procedure, the Tender Specifications or the nature of the contract.

Such requests shall be made in writing only; no telephone queries will be accepted.

The requests shall indicate the tender reference number and title, and shall be sent by e-mail to **tenders@cepol.europa.eu**.

All queries shall be sent to CEPOL no later than the deadline indicated in **section B.8**. Tenderers shall note that CEPOL is not bound to reply to requests for additional clarifications made less than 6 working days before the deadline for dispatching tenders.

C.5.1.2.   AMENDMENT OF THE TENDER SPECIFICATIONS

At any time prior to the deadline for dispatching tenders, CEPOL may modify the Tender Specifications by amendment.

In order to allow tenderers reasonable time in which to take the amendment into account in preparing their tenders, CEPOL, at its discretion, may extend the deadline for dispatching tenders.

N.B. The information concerning requests for clarifications and/or amendments of the Tender Specifications will be made available electronically on the CEPOL web site (https://www.cepol.europa.eu/who-we-are/working-with-cepol/procurement)   no later than 6 days before the deadline for dispatching tenders.

CEPOL web site will be updated regularly. It is the tenderer's responsibility to check for updates and modifications during the tendering period.

Clarifications and/or amendments will be regarded as an integral part of the Tender Specifications.

C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS

If, after the deadline for dispatching tenders, a clarification is needed by CEPOL or if obvious clerical errors in the tender need to be corrected, CEPOL may contact the tenderer, although such contacts may not lead to any alterations of the terms of the submitted tender.

SECTION D - **HOW WILL TENDERS BE EVALUATED**

D.1. PUBLIC OPENING SESSION

Tenders are opened by an opening committee, whose members are appointed by CEPOL on a personal basis under guarantee of impartiality and confidentiality.

D.1.1. FORMAL OPENING REQUIREMENTS

The main aim of the opening session is to check whether the tenders received are compliant with the following formal requirements:

1. the tender was not dispatched later than the dispatch deadline indicated in **section B.8**,

2. the inner envelope containing the tender is sealed as specified in **section C.3**, in order to guarantee the confidentiality and integrity of data,

3. the tender contains information and documentation indicated in **section C.1**,

4. the Technical and Financial proposals are signed on the front page and initialled on each page, as indicated in **section C.1**,

5. the tender is submitted in the number of copies required in **section C.3**.

If tenders are not compliant with requirements no. 1 and 2, they will be rejected.

D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION

The public opening session will take place at CEPOL's premises on the date and time indicated **section B.8**.

One representative per tenderer is allowed to attend the opening session as an observer.

Should a tenderer wish to be present, it shall inform CEPOL of the name of its representative by email (tenders@cepol.europa.eu), not later than the date and time indicated in **section B.8**.

For security reasons, the tenderers who do not register within the given deadline will not be allowed to attend the opening session.

D.2. TENDER EVALUATION SESSION

Tenders complying with the formal opening requirements checked during the opening session are evaluated in four stages by an evaluation committee, whose members are appointed by CEPOL on a personal basis under guarantee of impartiality and confidentiality.

1. The evaluation committee first checks the eligibility of the tenderer to participate in the procurement procedure as defined in **section B.6.1**.

2. The evaluation committee then checks the capacity of the tenderer to perform the contract against the selection criteria as defined in **section B.6.2**. If one of the relevant criteria is not positive, its tender may not be further evaluated.

3. The evaluation committee checks if all the minimum requirements listed in **section B.1** are met. The tenders that do not meet all the minimum requirements shall be rejected.

4. Afterwards, the evaluation committee evaluates the technical and financial proposals against the award criteria and identifies the offer presenting the best value for money as explained in **section B.7**.

In case of joint offers submitted by consortia and in case of subcontracting, the exclusion, selection and award criteria are assessed in compliance with the terms and conditions specified in **section E.**

N.B. The evaluation procedure is confidential. The deliberations of the evaluation committee are held in closed session and its recommendations are collective. The members of the evaluation committee are bound to confidentiality.

SECTION E - **JOINT OFFERS SUBMITTED BY CONSORTIA AND SUBCONTRACTING:TERMS AND CONDITIONS**

Economic operators can consider two ways of collaborating in a tender: either as joint partners in the tender or through subcontracting. Unless stated otherwise in the contract notice and/or the tendering specifications, both **joint tenders** and **subcontracting** are allowed in response to a call for tenders issued by CEPOL. Tenders may even combine both approaches.

In any case, the file must specify very clearly whether each economic operator involved in the tender is acting as a partner in a joint tender or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others). Please fill in the relevant information in the **Tender Form (see Annex VI)** for this purpose.

The implications of these two modes of collaboration are radically different. So that you can understand them both fully, they are outlined below.

E.1. JOINT OFFERS SUBMITTED BY CONSORTIA

E.1.1. INTRODUCTION

Groups of economic operators (consortia) are authorised to submit tenders (joint offers). In this case, each member of the consortium shall fulfil the requirements and accept the terms and conditions set out in the Invitation to Tender, the Tender Specifications, the Model Contract as well as all the relevant annexes.

The members of the consortium shall designate one member as Consortium Leader with full authority to bind the consortium and each of its members. The Consortium Leader shall act

as a single point of contact with CEPOL in connection with the present procurement procedure.

CEPOL may not demand that consortia must have a given legal form in order to be allowed to submit a tender. However, the consortium selected may be required to adopt a given legal form after it has been awarded the contract and before the contract is signed, if this change is necessary to the proper performance of the contract.

E.1.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

Each member of the consortium must provide the following documentation:

- Documentation related to its eligibility to tender, as specified in **section B.6.1**;

- Documentation related to the economic and financial capacity of the tenderer and documentation related to its legal capacity as specified in **section B.6.2.1** and **section B.6.2.3 respectively**;

Documentation related to its technical and professional capacity, as specified in **section B.6.2.2**, shall relate to the whole consortium.

E.1.3. EVALUATION

Joint offers submitted by consortia will be assessed as follows:

- The exclusion criteria (**section B.6.1**) and the selection criteria for the legal capacity (**section B.6.2.3**) will be assessed in relation to each member of the consortium individually;

- The selection criteria for the economic and financial capacity (**section B.6.2.1**) will be assessed in relation to the combined capacities of all members of the consortium, as a whole;

- The selection criteria for the technical and professional capacity (**section B.6.2.2**) will be assessed in relation to the combined capacities of all members of the consortium, as a whole;

- The technical and financial evaluation of the offers (**section B.7**) will be carried out in relation to the tender.

Since all members of the consortium are jointly and severally liable towards CEPOL for the performance of the contract, statements included in the joint offer saying, for instance:

- that each member of the consortium will be responsible only for a specific part of the contract, or

- that a separate contract should be signed with each member of the consortium if the joint offer is successful,

are incompatible with the principle of joint and several liability.

CEPOL will disregard any such statement contained in a joint offer, and it reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the Tender Specifications.

> **N.B.** If a member of the consortium does not fulfil one of the exclusion criteria, the whole consortium shall be excluded.

E.1.4. CONTRACT IMPLEMENTATION

Once the Contract has entered into force, all members of the consortium shall be <u>jointly and severally liable</u> towards CEPOL for the performance of the Contract; they shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the services.

The Consortium Leader – duly authorised by the other members of the consortium – will be entitled to sign any contractual documents; it shall act as a single point of contact with CEPOL in connection with the services to be provided under the Contract; it shall co-ordinate the provision of the services by the consortium members to CEPOL; it shall guarantee a proper administration of the Contract.

The composition of the consortium and the allocation of tasks among the members of the consortium shall not be altered without prior written information to CEPOL.

E.2. SUBCONTRACTING

E.2.1. INTRODUCTION

The tenderer may subcontract the tasks specified in **section B.1** to other economic operators, as long as the supplies and/or services are provided in accordance with the Tender Specifications and have no impact on the prices proposed in its financial proposal.

E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

The tenderer shall:

1. State which tasks it intends to subcontract and clearly indicate the already identified subcontractor(s), their roles, activities and responsibilities;

2. Specify the volume or proportion of the activities likely to be subcontracted;

In addition, if the tenderer intends to subcontract above 50% of the activities specified in **section B.1** to other economic operators, and the subcontractor(s) is/are already identified, the tenderer shall provide the following documentation for each subcontractor:

- Documentation related to the eligibility to tender of the already identified subcontractor(s), as specified in **section B.6.1;**

- Documentation related to the economic and financial capacity and documentation related to the legal capacity of the subcontractor, as specified in **section B.6.2.1** and **section B.6.2.3**;

- Documentation related to the technical and professional capacity of the subcontractor (documentation to be provided to the extent of the activities that will be subcontracted), as specified in **section B.6.2.2**.

E.2.3. EVALUATION

In case of subcontracting, the tender will be assessed as follows:

- (*if applicable*) the exclusion criteria (**section B.6.1**) and the selection criteria for the legal capacity (**section B.6.2.3**) will be assessed in relation to each proposed subcontractor individually;

- (*if applicable*) the selection criteria for the economic and financial capacity (**section B.6.2.1**) will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;

- (*if applicable*) the selection criteria for the technical and professional capacity (**section B.6.2.2**) will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;

- The technical and financial evaluation of the offers (**section B.7**) will be carried out in relation to the tender.

E.2.4. CONTRACT IMPLEMENTATION

Once the contract has entered into force, the successful tenderer shall retain full liability towards CEPOL for the performance of the contract as a whole. CEPOL will not have any direct legal commitment with the subcontractor(s).

During the execution of the contract, the contractor will need CEPOL's express authorisation to replace a subcontractor with another subcontractor and/or to subcontract tasks for which subcontracting was not envisaged in the original tender, in compliance with the provisions on subcontracting foreseen in the contract.

SECTION F - **SIGNATURE OF THE CONTRACT WITH THE SUCCESSFUL TENDERER: PROVISION OF DOCUMENTATION**

Eligibility documentation (exclusion criteria)

The successful tenderer to whom CEPOL intends to award the contract will have to provide – within a time limit defined by CEPOL and preceding the signature of the contract – specific evidence in order to prove that they are not in a case of exclusion.

The following documentary evidence, confirming the declaration on honour, is listed below and will be accepted in **<u>original only</u>**:

In relation to articles 106 and 107 of the Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union, as amended, the successful tenderer shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), 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 person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person 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.

However, CEPOL may decide to waive the obligation of the successful tenderer to submit the documentary evidence if such evidence has already been submitted to CEPOL for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the successful tenderer shall declare on its honour that the documentary evidence has already been provided to CEPOL in a previous procurement procedure and confirm that no changes in its situation have occurred.

N.B. In case of joint offers submitted by consortia, the above listed documentary evidence shall be provided by each member of the consortium.

In case of subcontracting, the above listed documentary evidence shall be provided on CEPOL's request.

The successful tenderer shall acknowledge that the notification letter sent by CEPOL to inform him that CEPOL intends to award him the contract does not constitute the award of the contract itself. This will not be completed until the contract has been signed by the successful tenderer and CEPOL.

Please note that the signature of the contract between CEPOL and the successful tenderer will be conditional upon provision of the documentary evidence from the successful tenderer.

Capacity documentation (selection criteria)

On CEPOL's request, the successful tenderer shall submit – within a time limit defined by CEPOL and preceding the signature of the contract – the original certificates / documents to CEPOL for conformity check prior to the signature of the contract.

In such case, please note that the signature of the contract between CEPOL and the successful tenderer will be conditional upon provision of the original certificates / documents from the successful tenderer.

LIST OF ANNEXES

Please see attached as separate documents the following annexes to the tender specifications:

Annex I – Model framework contract for services and specific contract

Annex II – Technical proposal form

Annex III – Financial proposal form

Annex IV – Declaration on honour

Annex V – Identification of the tenderer

Annex VI – Tender form

Annex VII – Legal entity form

Annex VIII – Financial identification form

Annex IX – Checklist of documents which tenderers must submit

Annex X – Architecture Diagram

Annex XI – List of Installed Extensions and Plugins