



Tender Specifications

for

Software Development Services

Framework Service Contract

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Introduction to ECDC

The European Centre for Disease prevention and Control (ECDC) is an agency of the European Union, established by the European Parliament and Council Regulation 851/2004 of 21 April 2004. Its purpose is to identify, assess and communicate current and emerging threats to human health from communicable disease. Within this broad mission statement, the main technical tasks of the Centre fall into the following four categories:

- The publication of independent scientific opinions, bringing together technical expertise in specific fields through its various EU-wide networks and via ad hoc scientific panels;
- The provision of technical assistance to EU member states, communication of the Centre's activities and results and dissemination of information tailored to different audiences;
- The development of epidemiological surveillance at the European level and the maintenance of networks of reference laboratories; and
- Early Warning and Response based on 'round the clock' availability of specialists in communicable diseases.

Further information about the Centre can be found on the ECDC website www.ecdc.europa.eu.

The tender process

The purpose of competitive tendering for awarding contracts is two-fold:

- to ensure the transparency of operations;
- to obtain the desired quality of services, supplies and works at the best possible price.

The applicable regulations, namely Directive 2014/24/EU and Regulation 966/2012, oblige ECDC to guarantee the widest possible participation, on equal terms in tender procedures and contracts.

1 Overview of this tender

1.1 Description of the contract

The services required by ECDC are described in the terms of reference in **section 2** of the present tender specifications.

In drawing up a tender, tenderers should bear in mind the provisions of the draft contract in **Annex I**. In particular, the draft contract indicates the method and the conditions for payments to the contractor.

Tenderers are expected to examine carefully and respect all instructions and standard formats contained in these specifications and the invitation to tender. A tender which does not contain all the required information and documentation may be rejected.

1.2 Timetable

Activity	Date	Comments
Launching	2018-06-05	Dispatch of contract notice to the OJ
Site visit or clarification meeting (if any)	-	Not applicable to this tender
Deadline for request of clarifications	2018-07-17	Six working days before deadline
Deadline for submission of tenders	2018-07-25	At 16:00 CEST
Interviews (if any)	-	Not applicable to this tender
Opening session	2018-07-27	
Date for evaluation of tenders	Opening session date plus 5 weeks	Estimated
Notification of award to the tenderers	Evaluation date plus 1 week	Estimated
Contract signature	Notification date plus 1 month	Estimated

1.3 Participation in the tender procedure

This procurement procedure is open to the natural or legal person wishing to bid for the assignment and established in the European Union, European Economic Area and Stabilisation and Association Agreements countries.

Tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section 3.1 of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section 3.2.1).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ECDC during the process of

examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

1.4 Participation of consortia

A consortium may submit a tender on condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such grouping (or consortium) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to ECDC.

In addition, each member of the consortium must have access to ECDC's procurement procedures as stated in section 1.3, and provide the required evidence for the exclusion and selection criteria (see section 3). Concerning the selection criteria, the evidence provided by each member of the consortium will be checked to ensure that the consortium **as a whole** fulfils the criteria.

The participation of an ineligible member of the consortium will result in the automatic exclusion of that member, and the whole consortium may be excluded.

1.5 Subcontracting

Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

If subcontracting is envisaged, the tenderer must clearly indicate in the tender offer which parts of the work will be subcontracted.

If the tenderer relies on the subcontractors to fulfil the selection criteria, these subcontractors must provide a statement declaring their undertaking to collaborate with the tenderer in case of award, and the resources that they will put at the tenderers disposal for the performance of the contract

If the tenderer relies on the capacity of a subcontractor for economic and financial capacity, the contracting authority may require the third party to be jointly liable for the performance of the contract.

Tenderers are required to identify subcontractors whose share of the contract is above 5 % or whose capacity is necessary to fulfil the selection criteria.

During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the Contracting Authority.

Where no subcontractor is given, the work will be assumed to be carried out directly by the tenderer.

All requirements applies to third party of third party (i.e. any level of subcontractors).

1.6 Presentation of the tender

Tenders must be submitted through the electronic submission system (see point 3 in the Invitation to tender and Annex VII for further information).

Make sure you submit your tender on time: you are advised to start completing your tender early. To avoid any complications with regard to late receipt/non receipt of tenders within the deadline, please ensure that you submit your tender several hours before the deadline. A tender received after the deadline indicated in the procurement documents will be rejected.

See the e-Submission application testing to be done in advance under point 1.1 in Annex VII.

1.6.1 Language

Tenders must be submitted in one of the official languages of the European Union. ECDC prefers, however, to receive documentation in English. Nonetheless, the choice of language will be not play any role in the consideration of the tender.

The FWC will be concluded in English. All formal communication related to the FWC and its implementation will be done in the language of the FWC.

1.7 Contacts between ECDC and the tenderers

Contacts between ECDC and tenderers are prohibited throughout the procedure, except in the following circumstances:

1.7.1 Written clarification before the deadline for submission of tenders

Requests for clarification regarding this procurement procedure or the nature of the contract should be done **in writing only** through the eTendering website at <https://etendering.ted.europa.eu> in the "questions and answers" tab, by clicking "create a question".

Each request for clarification sent to ECDC should indicate the publication reference and the title of the tender.

The deadline for clarification requests is indicated in the timetable under section 1.2. Requests for clarification received after the deadline will not be processed.

At the request of the tenderer, ECDC may provide any additional information or clarification resulting from the request for a clarification on the eTendering website (see above).

ECDC may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the contract notice or in the tender specifications by publishing a corrigendum.

Tenderers should regularly check the eTendering website for updates.

1.7.2 After the closing date for submission of tenders

If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, ECDC may contact the tenderer, although such contact may not lead to any alteration of the terms of the submitted tender.

1.7.3 Visits to ECDC premises

No site visits at ECDC's premises are deemed necessary for this procedure.

1.7.4 Interviews

The Evaluation Committee will not conduct interviews for this procedure.

1.8 Division into Lots

This tender is not divided into lots. The tenderer must be in a position to provide all the services requested.

1.9 Variants

Not applicable.

1.10 Confidentiality and public access to documents

All documents presented by the tenderer become the property of ECDC and are deemed confidential.

In the general implementation of its activities and for the processing of tendering procedures in particular, ECDC observes the following EU regulations:

- Council Regulation (EC) No. 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents; and
- Council Regulation (EC) No. 45/2001 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.

The tender process will involve the recording and processing of personal data (such as a tenderer's name, address and CV). Such data will be processed pursuant to Regulation (EC) No. 45/2001.

Unless indicated otherwise, a tenderer's replies to questions and any personal data requested by ECDC are required to evaluate the tender in accordance with the tender specifications and will be processed solely for that purpose by ECDC. A tenderer is entitled to obtain access to their personal data on request and to rectify any such data that is inaccurate or incomplete.

If you have any queries concerning the processing of your personal data, you may address them to the ECDC Data Protection Officer (dpo@ecdc.europa.eu). You also have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data.

1.11 Contractual details

The contract is both a "cascade" and a "reopening of competition" multiple framework service contract ("the FWC") with the title: **Software development services**. As a derogation to the standard cascade multiple framework service contract only one provider will be active at a time, this type of cascade multiple framework service contract is called a "sleeping cascade" Framework Contract.

As exact implementing conditions, quantities and/or delivery times cannot be indicated in advance, ECDC intends to conclude a FWC, which shall establish the basic terms for a series of Specific Contracts and Order Forms to be issued over its duration.

ECDC intends to conclude FWCs in the form of separate but identical Framework Contracts with up to three (3) economic operators at most provided that there are enough economic operators who are not excluded (checked in the first stage of assessment), who satisfy the selection criteria (second stage of assessment) and satisfy the award criteria (third stage of assessment). Should only one tender be awarded, a single FWC will be signed.

The cascade and reopening of competition mechanisms are applied based on a threshold and type of service (see 2.5 for details). Reopening of competition is limited to the work streams New Software and Handover.

After the evaluation, the successful tenders will be ranked in descending order with a view to establishing a list of contractors and a sequence in which they will be offered work when orders are placed, in case of cascade. The second contractor in the order of the cascade will only be asked to provide the services foreseen in the contract if the contractor's Framework Contract first in the cascade has been terminated. The third contractor in the order of the cascade will only be asked to provide the services foreseen in the contract if the Framework Contracts with the first and the second contractor have been terminated. This proceeding is called "sleeping cascade". The top ranked contractor is referred to as the "Maintenance Contractor".

The estimated maximum value of the FWCs is **EUR 10,000,000** (ten million) over a period of five (5) years.

ECDC wishes to conclude a contract for an initial period of two years with three possible extensions of one year each, giving a maximum possible duration of five years (2 + 1 + 1 + 1).

A draft contract is attached to these technical specifications as **Annex I**.

Signature of the Framework Contract imposes no obligation on the Centre to order services. Only the implementation of the Framework Contract through Specific Contracts, Quoted Time & Means (QTM) Forms and Order Forms is binding for ECDC.

Each Specific Contract and Order Form will contain details of deliverables and timelines for particular services to be provided.

1.12 Electronic exchange of documents

Please refer to the draft contract attached to these technical specifications as Annex I. The related documentation can be found at: http://ec.europa.eu/dgs/informatics/supplier_portal/index_en.htm. Other applications currently under development may be implemented on a voluntary basis during the contract execution.

1.13 Additional information

By virtue of article 134(1)(e) and article 134(4) of the Rules of Application of the Financial Regulation, ECDC reserves the option to launch further negotiated procedure, with the contractor chosen as a result of the present call for tender, for new services consisting in the repetition of similar services during the three years following the signature of the original contract.

2 Terms of reference

The terms of reference will become an integral part of the contract that may be awarded as a result of this tender procedure.

2.1 Introduction: Background to the invitation to tender

ECDC was established in 2005 and have since developed bespoke software products in a mix of internal and external development projects. In 2017, ECDC decided for a new IT Target Operating Model aiming to realise the following goals:

Maximise the IT value...

... by harmonising IT processes and activities

... by externalising relevant IT activities under Fixed-Price contracts

... by adaptation of technological advances quickly

... while maintaining control and ensuring institutional memory

... while keeping and enhancing the IT quality

The IT Target Operating Model is based on the following sourcing model:

- Software Development Services are provided, as needed, by an external service provider (this tender);
Note that niche providers might be contracted outside this FWC when justified. Continue reading for more information.
- IT Infrastructure Services (user support services, system administration and hosting) are provided by an external service provider;
- IT Quality Assurance Services (third party testing and objective evaluation of processes and deliverables of other contractors) are provided by an external service provider, independent to other contractors;
- The following areas are retained internal in ECDC (non-exhaustive list): IT Strategy Management, IT Governance, IT Architecture, Stakeholder's Requirement Management, IT Standards and Policies and IT & Information Security Management;
- Furthermore, an IT Consultancy FWC (Time & Means) will be established to provide consultancy to support, primarily, the areas of internal project management and business analysis.

The following figure illustrates the context in which this tender is expected¹:

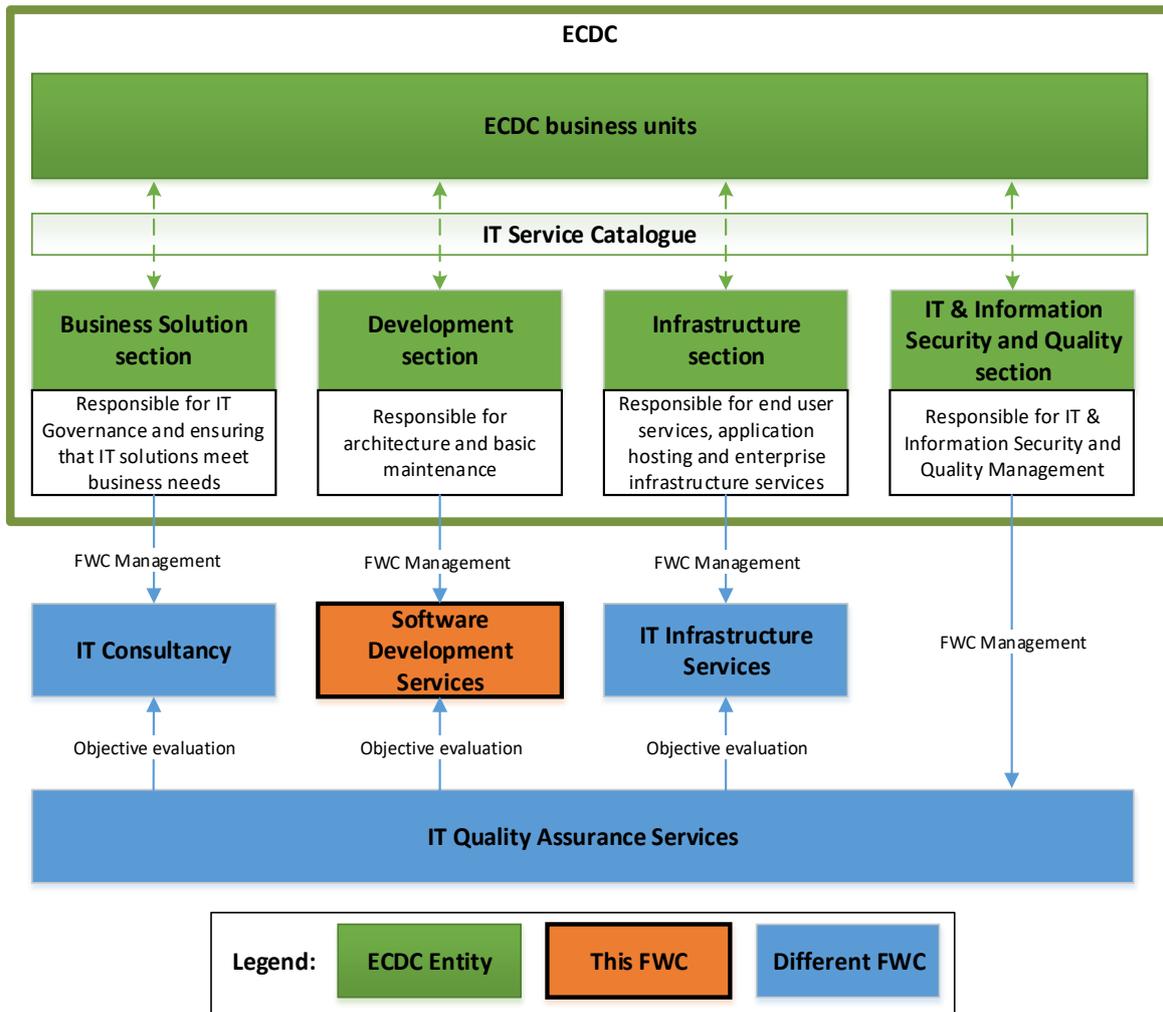


Figure 1: Contextual illustration for the tender

The ECDC technical landscape is mainly based on Microsoft technologies (e.g. Windows Server, Active Directory, SQL Server, Exchange Server, and Office). Most systems are hosted on premises, but cloud-based hosting is increasingly used. Technical Annex A describes the technology in detail.

Software produced by ECDC, in particular software of interest for EU public administrations, will typically be open sourced under the European Union Public License (EUPL);

ECDC has, to date, some 30 bespoke developed IT products under maintenance where the vast majority is implemented using the Microsoft development framework (.NET, C#, ASP.NET, SharePoint, Dynamics CRM, Visual Studio, and Team Foundation Server), but exceptions exist (e.g. Java, Drupal, PHP). Technical Annex B describes current IT Products in detail.

In regards to expected new software development activities during the duration of this FWC, the following initiatives need mentioning:

¹ Note that the figure is indicative and the internal organisation (incl. responsibilities) of ECDC may change.

- Next Generation ECDC: A systematic overview of all internal processes (e.g. utilising the Lean methodology) and how these processes are supported by IT tools. The initiative is ongoing, but is expected to result in a list of needs for additional or revised IT support, e.g. in the form of new software products.
- Surveillance System Reengineering (SSR) transformation programme: In 2015, ECDC initiated a transformation project to reform how surveillance activities are performed and how they are supported by IT tools. The target architecture and an associated roadmap (covering 2017-2021) was finalised in 2017, which foresees new software platforms (e.g. Qlik Sense) and a handful of new software products to be developed.
- IT Target Operating Model: The current IT Strategy defines a programme roadmap (covering 2017-2020), which foresees an alignment of existing IT products into a new target functional architecture.

Refer to Technical Annex M (Overview of strategic programmes) for more information.

Furthermore, additional enterprise architecture transformation projects are planned for the areas of administration and external collaboration, which will likely result in new software development needs.

2.2 Contract scope

The scope of the Framework Contract is software development services:

- Bespoke development of **New Software**, and;
- **Basic Maintenance** and **Further Development** of existing bespoke developed software.

Even if this Framework Contract will be the main procurement mechanism for ECDC to commission bespoke development software services, ECDC highlights that the following services are outside the scope of this FWC:

- Services directly from the manufacturer of third-party software, and
- Services related to software development that require specific expertise not expected from the contractors of this FWC, such as mathematical modelling or knowledge management.

The following sections describe the terms of reference for the Framework Contract.

2.3 Work streams

Five work streams (New Software, Basic Maintenance, Further Development, Takeover and Handover) are defined and are described in the following sub-sections.

2.3.1 General concepts

The following concepts apply to all work streams (listed in chronological order):

A. Product phases: The following list describes the high-level phases that a product will undergo:

- Framework Contract start:
 - **Takeover phase:** Mix of on-site and off-site;
- Framework Contract implementation (repetitive):
 - **Initiation and specification phase:** Mix of on-site and off-site;
 - Contract initiation;
 - Manage solution requirements lifecycle;
 - Technical design;

- **Implementation and test phase:** Mainly off-site activities;
 - Implementation and test;
 - Early validation feedback;
 - **Release phase:** Mainly off-site activities;
 - Release package;
 - Acceptance of deliverables;
 - Infrastructure change management;
 - System integration test;
 - Acceptance test;
 - Deployment to production;
 - Framework Contract end:
 - **Handover phase:** Mainly off-site activities.
- B. Stakeholder requirements:** A document prepared by ECDC as part of the technical terms of reference for the Specific Contract or QTM Form, which describe the needs (business requirements) of stakeholders that must be met in order to achieve the business goals.
- An indicative template can be found herein Technical Annex K (Example material).
- C. High-level design document:** A document prepared by ECDC as part of the technical terms of reference for the Specific Contract or QTM Form, which provide an overview of a solution design and its key requirements, quality criteria, architectural considerations, dependencies and impact on existing and future systems. This overview usually includes high-level architecture diagrams depicting the components, interfaces and infrastructure components that need to be further specified or developed. The document will also explicate relevant commercial, legal, environmental, IT & Information security and technical risks, issues and assumptions. The document is used to ensure that each solution design will be compatible with ECDC's overall enterprise architecture.
- An indicative template can be found herein Technical Annex K (Example material).
- D. Contract initiation:** The Specific Contract will normally start with a phase to develop and agree on a detailed plan for the Contractor to deliver the service. Complex contracts (e.g. New Software) normally include an on-site kick-off meeting where key concerns are discussed as input to the planning.
- E. Prototyping:** The Contractor may be requested to prepare one or several prototypes for a new idea to allow potential users to evaluate the practicality of the eventual product by actually trying it out, rather than by being based on descriptions. After preliminary requirements have been defined, a simple working model of the system is constructed to show the users visually what their requirements may look like when they are implemented into a finished system. A prototype will be discarded after it has been used in order to clarify viability and perhaps reorient and/or specify the preliminary requirements to a level of detail sufficient for system design.
- F. Solution requirements:** Detailed software requirements prepared by the Contractor in close collaboration with ECDC, based on the stakeholder requirements and high-level design, by using relevant business analysis techniques such as brainstorming, interviews, focus group discussions, shadowing, process modelling, design thinking, prototyping and workshops. Solution requirements describe the capabilities and qualities of a solution that meets the stakeholder requirements. Solution requirements include functional requirements and quality attributes (non-functional requirements). The means of the communication with ECDC (e.g. on-site workshops, videoconferences, teleconference with shared screen or by written communication) will be defined in each Specific

Contract / QTM Form. The solution requirements will be reviewed and accepted by ECDC before implementation can commence (unless specified otherwise).

G. Test documentation: Detailed test plan and test case specification prepared by the Contractor based on the solution requirements. Will be reviewed and accepted by ECDC before implementation can commence (unless specified otherwise). Refer to 2.4.3 for more details related to software testing.

H. Technical design: Technical design prepared by the Contractor based on the high-level design and the solution requirements. The technical design describes desired features and operations in detail, including screen layouts, business rules, process diagrams, pseudo code and other related documentation. The Technical Documentation deliverable will include two sub-deliverables:

- Part 1: A textual description of the application design supported by UML diagrams, as needed, such as Application Architecture, Application design, External Interface Specification. This part must be approved by ECDC prior to implementation;
- Part 2: An output generated based on the source code (e.g. using Doxygen).

Part 1 and 2 will be merged after the start of implementation (e.g. at build time) and will be baselined as part of the Release Package.

An indicative example can be in Technical Annex K (Example material).

I. Environments: The following technical environments are expected:

- Environments under the Contractor's responsibility:
 - Development environment(s) – Used for implementation activities (incl. unit testing).
 - Test environment(s) – Used for system testing activities.
- Environments under ECDC's / Infrastructure Contractor's responsibility:
 - Infrastructure test environment(s) – Used for system integration testing activities.
 - UAT environment(s) – Used for acceptance testing.
 - Production environment(s) – Production environment.

Refer to 2.4.3 for more information.

J. Implementation and test: The requirements and design is translated into source code (programming language code, configuration files, deployment script(s), migration tools, user interface, etc.) and verified by successfully executing the defined test case specification. This activity covers:

- Maintaining the technical development and test environments as needed;
- Translation of the defined requirements into source code;
- Maintaining the system configuration, deployment and migration scripts;
- Unit testing the source code;
- Code review (based on predefined rules and checklists);
- Producing technical documentation as well as end-user guidance;
- Testing (refer to 2.4.3 for more information).

K. Early Validation Feedback: The Contractor should regularly organise demonstration / validation sessions where ECDC stakeholders are invited to validate the implementation and provide early feedback. This step is in the interest of both ECDC and the Contractor since issues that are identified and resolved early in the process are less expensive to resolve. The aim is to capture all significant feedback prior to the packaging of the

release, third-party, system integration and acceptance testing activities. These sessions may be organised in the form e.g. of an email request, an on-site workshop or a teleconference with shared screens. It should be noted that there is no obligation for ECDC to participate and give feedback (e.g. in case of unavailability). The process is not blocked in case the validation session is skipped, but the Contractor carries the risk for not receiving potentially useful feedback.

- L. **Infrastructure Contractor:** An external contractor to ECDC for IT Infrastructure Services (user support services, system administration and hosting). Although these services are intended to be delivered by an external contractor, they can be fully or partly delivered internally by ECDC.
- M. **IT Quality Assurance Contractor:** An external contractor to ECDC for IT Quality Assurance Services (third party testing and objective evaluation of processes and deliverables of other contractors). Although these services are intended to be delivered by an external contractor, they can be fully or partly delivered internally by ECDC.
- N. **Release process:** The following diagram illustrates the high-level process of releasing the software increment:

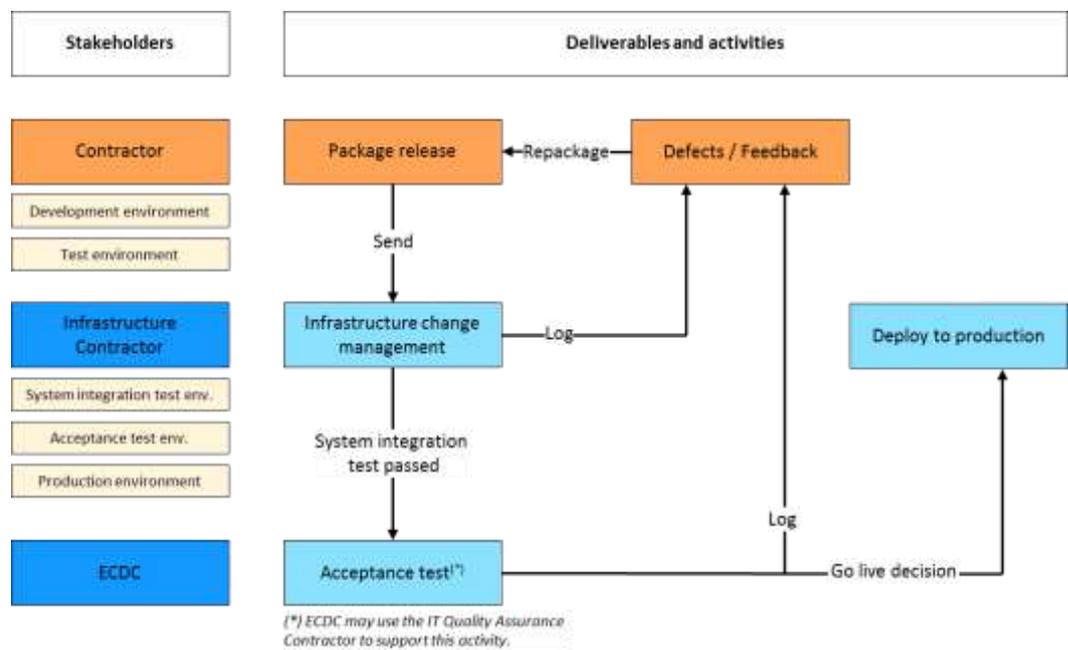


Figure 2: Overview of release process

- O. **Package release:** When the release scope has been fulfilled and verified (taking into account early validation feedback from ECDC), the release is packaged, deployed to a test environment, and is re-verified by the Contractor before the release package is communicated in parallel to ECDC and / or the Infrastructure Contractor and / or the IT Quality Assurance Contractor (will be defined in each Request for Service / QTM Form). The Contractor describes the release in a Request for Change (RfC) that constitutes the handshake between the Contractor and the Infrastructure Contractor.
- P. **Infrastructure change management:** The Infrastructure Contractor uses a change management process to control the lifecycle of all changes to the infrastructure (incl. new releases). The primary objective of this process is to ensure good service quality, e.g. by minimising disruption to IT services. This process includes system integration testing (incl. the successful deployment into the system integration test environment).

The Contractor is responsible to address and fix issues reported and give input to the Infrastructure Contractor as needed. The Contractor may need to update and re-submit the release package. The change management process is tailored depending on the type of release (e.g. New Software release, Maintenance release, Hotfix release and Patch).

- Q. Acceptance test (incl. UAT):** ECDC will typically perform acceptance testing (depending on release type) in a production like environment. ECDC will document the results based on which the release may be either accepted, postponed or rejected (e.g. if any defects were identified). Lower severity defects may be accepted by ECDC (to be fixed as part of the warranty period) and the release is considered ready to be deployed for production. However, if the defect(s) are of higher severity, the release may require an update and will trigger a repackaging and resubmission of the Release Package. The Contractor is expected to support the acceptance test, update deliverables and the Release Package, as needed. Refer to 2.4.3 for more information. ECDC may use the IT Quality Assurance Contractor to support this activity.
- R. Deployment to production:** The Infrastructure Contractor deploys the release to the Production environment and ensures the deployment has been successful. The Contractor is expected to support and give input as needed. The deployment includes the execution of defined smoke tests, in order to verify that the deployment was successful.
- S. Third line support:** This activity covers the expected involvement in the ticket (incident², request³ and problem⁴) management processes. The Contractor will provide third level support and is expected to work in close and effective collaboration with both ECDC and the Infrastructure Contractor. The Contractor has to manage all tickets assigned for third line support (i.e. assigned by the service desk to the Contractor) as well as to coordinate efforts with third parties responsible for resolving them. The Contractor is expected to provide a single point of contact as a counterpart for the Infrastructure Provider Service Desk to follow-up on reported tickets. The third line support is subject to SLA.
- T. Corrective maintenance:** Defects that are identified in the production environment, as part of third line support or differently, will be investigated and fixed by the Contractor. The corrective maintenance is subject to SLA, based on the severity of the defect and the business impact priority of the product.
- U. Warranty period:** Following the deployment of a release to the production environment, the Contractor will provide Basic Maintenance services (third line support and corrective maintenance) based on more strict corrective maintenance resolution targets, at no cost for ECDC, for tickets assigned for third line support and for defect resolution. The warranty period also covers close collaboration with the Infrastructure Contractor and assistance in case of major issues in the production environment (e.g. persistent under-performance or the incorrect functioning of one or several system components). For New Software under reopening of competition, the warranty period ends with handing over the product to the Maintenance Contractor.

² An incident is an unplanned interruption to an IT service or reduction in the quality of and IT service.

³ A request derives from a user for information, advice, or for a Standard Change as well as Access to an IT Service.

⁴ A problem is the underlying cause of one or more incidents. The cause is not usually known at the time a problem record is created and the problem management process is responsible for further investigation.

2.3.2 Work stream: New Software

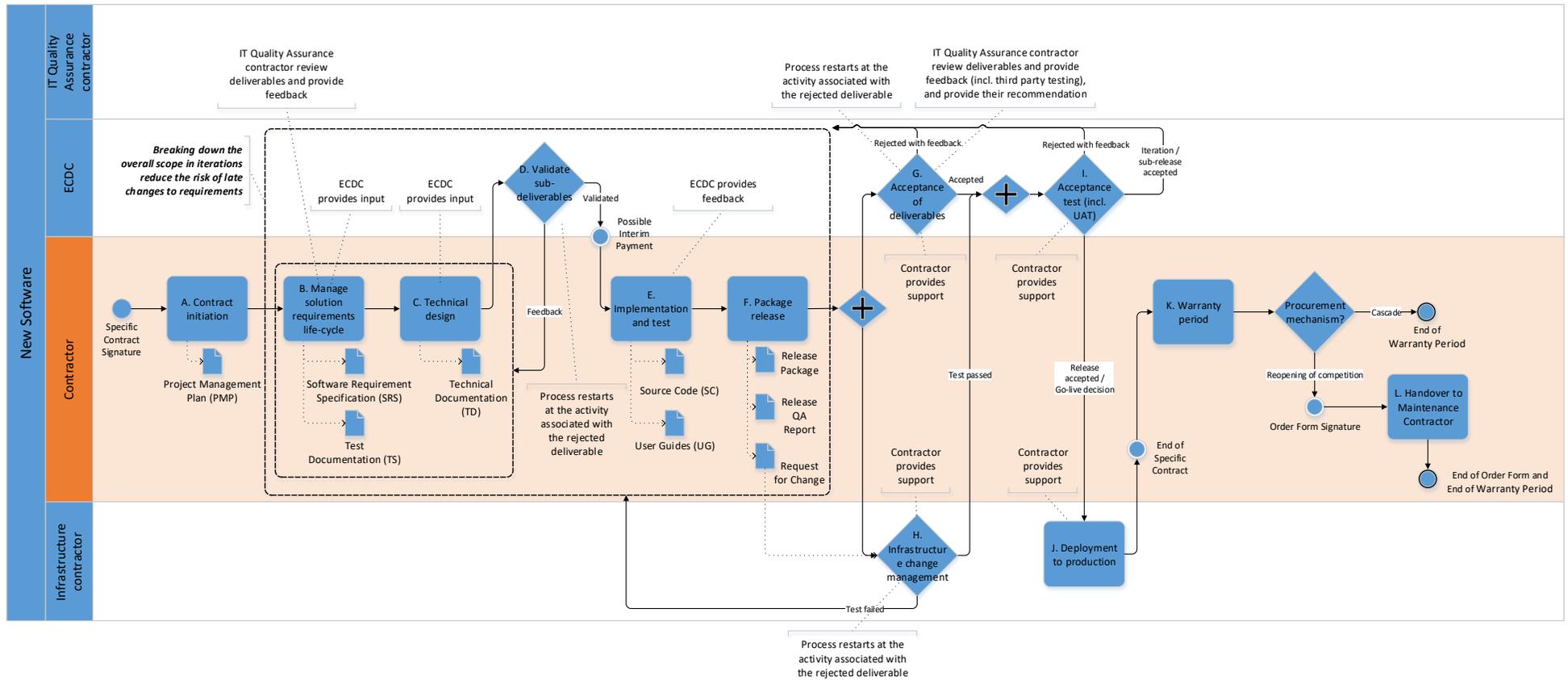


Figure 3: Work stream process overview - New Software

The New Software work stream is used when the scope and complexity of the software development needs are justified by being treated as a project. The typical case for this work stream is when developing new software, but it may also be used for large maintenance initiatives, e.g. for complex technical upgrades.

The process is triggered by a Specific Contract that provides the scope and schedule for the project, either as a Fixed-Price contract or as a Quoted Time & Means contract, in case a combination of tasks (and sub-tasks) and activities are ordered by means of QTM Forms.

In case of reopening of competition, separate Order Forms for Handover and Takeover will always be issued by ECDC.

Interim payments are described separately in each Specific Contract.

The following activities are expected:

A. Contract initiation: The Contractor is responsible to create a detailed Project Management Plan (PMP) to develop and deliver the solution by liaising with ECDC for input. This normally includes an on-site kick-off meeting where key concerns are discussed as input to the planning. The PMP must be accepted by ECDC.

The PMP may divide the scope of the New Software in separate modules that are developed using an iterative approach, e.g. (i) core functionality, (ii) specific functionality, and (iii) another specific functionality. The requirements elicitation and analysis, design, implementation and test activities may be performed for each module separately.

Deliverable(s):

- Project Management Plan (PMP)

B. Manage solution requirements life-cycle: The Contractor is responsible to elicit solution requirements for the New Software. This normally includes one or more on-site workshops with stakeholders identified in the PMP. Other means of collaboration (e.g. document review, telephone and video conferencing) are also expected. The Contractor shall analyse and document requirements and maintain them throughout the life cycle, ensure their traceability and that they are properly prioritized. The Contractor shall develop test documentation based on the requirements. The IT Quality Assurance Contractor is typically included as a stakeholder to ensure that requirements are testable.

Deliverable(s):

- Software Requirement Specification (SRS)
- Test Documentation (TS)

C. Technical design: The Contractor is responsible to establish a technical design for the New Software, in close collaboration with stakeholders identified in the PMP.

Deliverable(s):

- Technical Documentation (TD)

D. Validate sub-deliverables: ECDC reviews and provides feedback on the SRS, TS and TD deliverables as described in 2.4.17. The Contractor updates the deliverables, as needed, based on ECDC's feedback.

E. Implementation and test: The Contractor builds and tests the software.

Deliverable(s):

- Source Code (SC)
- User Guides (UG)

F. Package release: The Contractor packages and tests the release.

Deliverable(s):

- Release Package (RP)
- Release QA Report (RQAR)
- Infrastructure Request for Change (RfC)

G. Acceptance of deliverables: ECDC reviews and accepts the deliverables produced, as described in 2.4.12, with the parameters:

- T0 is the date of ECDC receiving the deliverable(s).
- For iterations / sub-releases: D1 = D2 = D3 = five (5) working days.
- For the final release: D1 = 15 working days, D2 = 10 working days, and D3 = five (5) working days.

ECDC will typically rely on the IT Quality Assurance Contractor for third party testing and for supporting ECDC with the review activities.

ECDC will verify compliance with established guidelines, standards and policies.

The Contractor updates the deliverables, as needed, based on ECDC's feedback.

H. Infrastructure change management: The Contractor supports the Infrastructure Contractor in testing the release as part of their change management process.

I. Acceptance test (incl. UAT): ECDC is verifying and validating the release and decides whether or not to deploy the release to the production environment. The Contractor provides support, as needed.

J. Deployment to production: The Contractor supports the Infrastructure Contractor in deploying the release to the production environment.

Deliverable(s):

- Release deployed to the production environment

The (i) deployment to production and (ii) acceptance of deliverables are normally used as criteria for the formal acceptance of a release, which is ground for final payment. This will be regulated in the Specific Contract.

K. Warranty period: For New Software the standard warranty period is **six calendar months** (i.e. 180 calendar days following the day of release to production) during which the Contractor must provide Basic Maintenance services (third line support and corrective maintenance, see 2.3.3) without additional cost for ECDC.

Note that the following activity only applies to New Software under reopening of competition:

L. Handover to Maintenance Contractor: At the end of the warranty period, ECDC will order a handover where the Contractor is expected to transfer the product to the Maintenance Contractor, as described in 2.3.6.

2.3.3 Work stream: Basic Maintenance

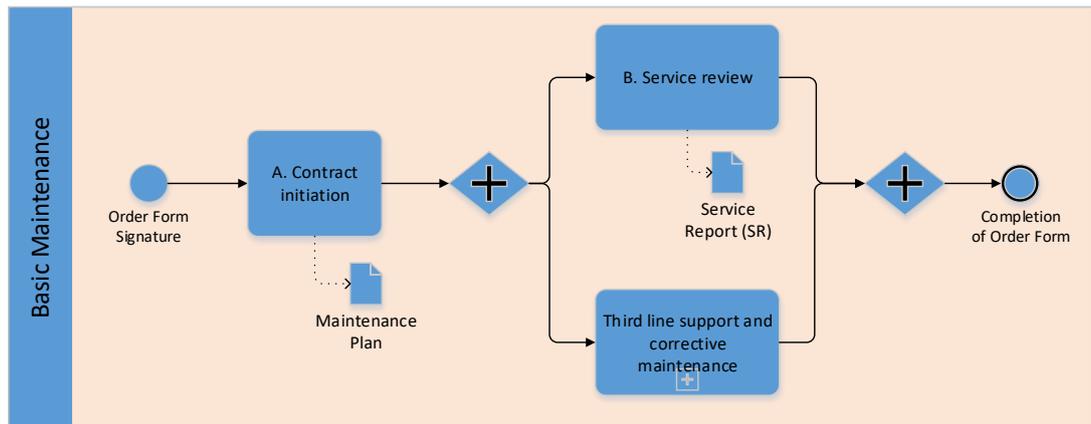


Figure 4: Work stream process overview - Basic Maintenance

The Basic Maintenance work stream is used to ensure that products are operational and function as intended over time. The sub-stream can be broken down in two parts:

- **Third line support:** Providing support to the Infrastructure Contractor in regards to the ITIL incident, request and problem management.
- **Corrective maintenance:** As defects are identified / reported, update the product solution and / or the related documentation to fix the problem and release the fix to the production environment.

The following activities are expected once at the Order Form has been signed:

A. Contract initiation: The Contractor is responsible to create a detailed Maintenance Plan (MP) to deliver the scope of the contract. The MP must be accepted by ECDC.

Deliverable(s):

- Maintenance Plan (MP)

B. Service review: Monitor and control function of the service and contract consumption. A monthly Service Report is produced as basis for invoicing. See 2.4.8 and 2.4.9 for more information.

Deliverable(s):

- Service Report (SR)

The following diagram illustrates the Third line support and corrective maintenance sub-stream.

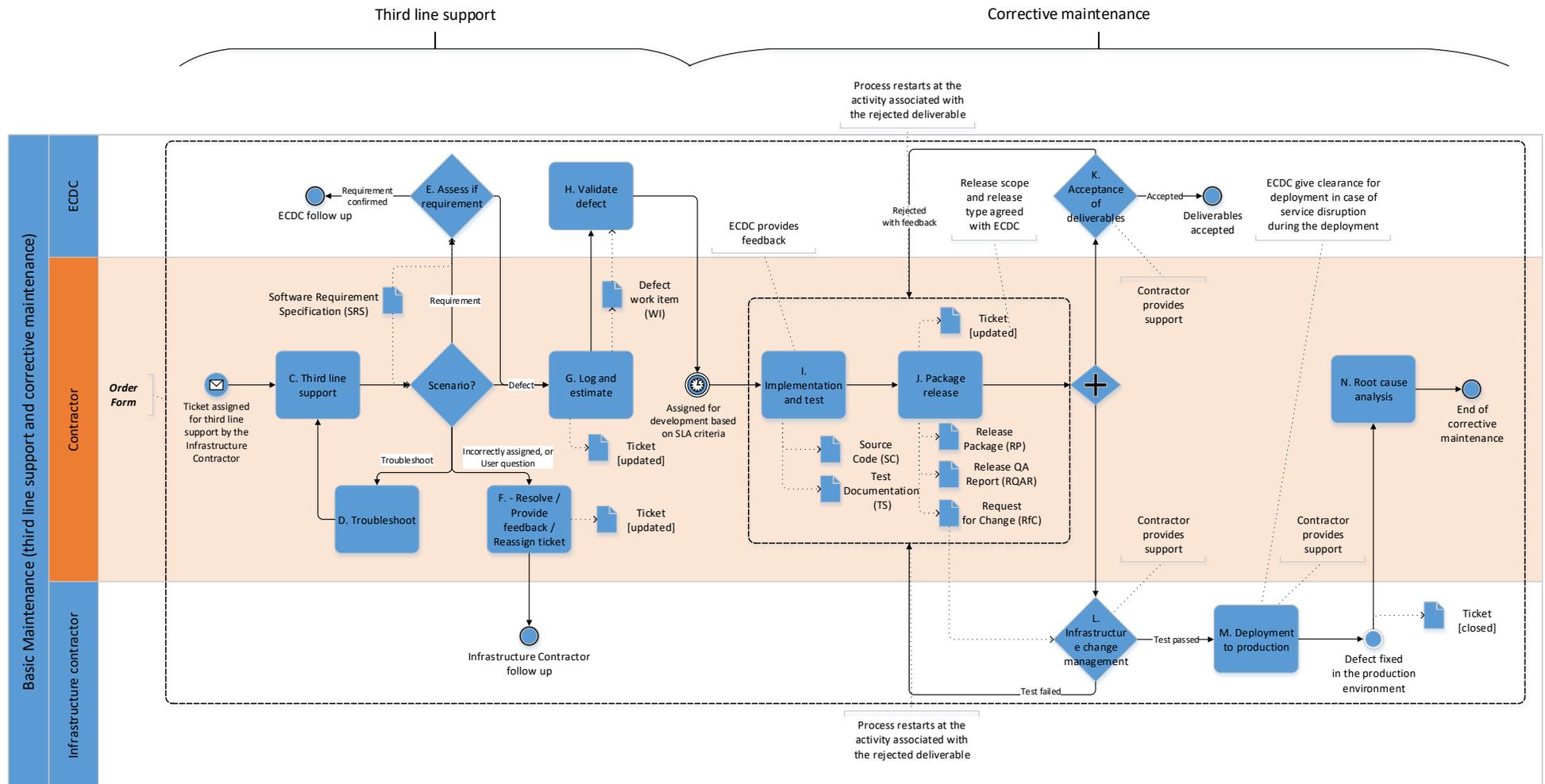


Figure 5: Work stream process overview - Basic Maintenance (third line support and corrective)

The process is triggered when the Infrastructure Contractor (or ECDC) assigns a ticket to the Contractor for third line support. This may be in the form of an incident, a request or a problem.

The expected response and delivery time of a fix is reduced in case the incident, problem or defect is reported / identified while the product is in a warranty phase (see the New Software or Further Development work streams).

The following activities are expected:

C. Third line support: The Contractor's dispatcher (i.e. single point of contact) reviews and triage all tickets assigned for third line support.

The following scenarios are common:

1. **Incorrectly assigned** – The ticket refers to a product or IT Service not under the Contractor's responsibility.
2. **Defect** - A defect is reported (typically in the form of an incident or a problem).
3. **Requirement** - A new requirement (or functional change request) is communicated (typically in the form of a request).
4. **User question** - A user has questions about the usage of the product or experience problems due to insufficient understanding of the product.
5. **Troubleshoot** - An unplanned interruption of a product (IT Service) or a reduction in the quality of said product has been reported, but the cause or how to resolve it is unclear.

The Contractor investigates the ticket in terms of:

- What is the ticket priority?

Note that the SLA response and resolution target time depend on the ticket priority.

- Is the ticket referring to a product under the Contractor's responsibility?
- Is the type of ticket (incident, request or problem) correctly used?
- Is the description of the ticket sufficiently described?
- Is there a known resolution / work around?
- Is the issue described caused by a defect in the code?

If needed the dispatcher will assign the ticket to the service delivery team for follow up.

D. Troubleshoot: In case the ticket refers to scenario 5, the Contractor and the Infrastructure Contractor collaborates to troubleshoot and identify the cause. Either party can request a telephone conference to follow up.

E. Assess if requirement: In case of scenario 3, the Contractor assigns the ticket to ECDC for assessment. Either party can request a telephone conference to support the assessment. If ECDC agrees that the ticket refers to a requirement they will follow up accordingly, i.e. the process ends. In case the parties agree that the issue is in fact a defect, the Contractor will follow up as described below. In case of non-agreement, ECDC reserves the right to decide.

- F. Resolve / Provide feedback / Reassign ticket:** In case the ticket refers to scenario 1 or 4, the Contractor updates the ticket with information as appropriate (e.g. resolution steps, feedback, workaround steps, or reason for reassignment) and assign it back to first line or second line support (i.e. the Infrastructure Contractor).

Deliverable(s):

- Ticket updated

- G. Log and estimate:** In case the ticket is suspected to be caused by a defect (scenario 2), the Contractor updates the ticket accordingly and logs a new defect work item for follow-up. The Contractor estimates the defect and proposes a severity.

Severity is defined as the degree of impact that a defect has on the development or operation of a component or system:

Severity:	Characteristics:
Critical severity	The defect has a major impact on the correct behaviour of critical functionality or critical data. Prevents execution of a business process/function and there is no workaround.
High severity	The defect has a major impact on the correct behaviour of major functionality or major data. Requires considerable extra work/time to execute process/function or the results are not adequate.
Medium severity	The defect has an impact on the correct behaviour of minor functionality or non-critical data. It has a work-around. Requires extra work/time that can be coped with and doesn't significantly impact results.
Low severity	The defect does not affect functionality or data. It may not even need a workaround. It does not impact productivity or efficiency.

The defect estimation takes into account both the estimated time required to fix the defect and its complexity in regards to testing:

Estimation:	Characteristics:
Low effort	<p><u>Implementation:</u> Trivial or low effort fix that can typically be implemented (excl. testing and releasing) in less than one hour.</p> <p><u>Cause:</u> Known.</p> <p><u>Affected area(s):</u> One specific area and the fix is not expected to have any side effects.</p> <p><u>Testing:</u> The verification of the bug is straight forward.</p>
Medium effort	<p><u>Implementation:</u> Medium effort and can typically be implemented (excl. testing and releasing) in less than one day.</p> <p><u>Cause:</u> May not be known and some time will be needed for investigation / troubleshooting.</p> <p><u>Affected area(s):</u> One or more areas and the fix can have side effects in other parts of the application, or in other systems that the application integrates with.</p> <p><u>Testing:</u> The verification of the bug typically needs regression testing in the area(s) affected.</p>

High effort	<p><u>Implementation</u>: Large effort and may require significant refactoring of the code base, and will typically need several days for implementation (excl. testing and releasing).</p> <p><u>Cause</u>: May not be known and some time will be needed for investigation / troubleshooting.</p> <p><u>Affected area(s)</u>: Typically more than one area and the fix can have side effects in other parts of the application, or in other systems that the application integrates with.</p> <p><u>Testing</u>: The verification of the bug typically needs regression testing of all areas affected / whole application component.</p>
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Deliverable(s):

- Defect work item (WI)
- Ticket updated

H. Validate defect: ECDC validates the defect work item and confirms the severity and the estimation.

In case ECDC do not agree with the Contractor’s proposal of severity and/or estimation, this will be raised, without delay, for discussion and alignment. If the parties are not be able to agree the severity and estimation bilaterally, on the operational level, then ECDC’s position will prevail for the purpose of not blocking the continued process. The Contractor may, however, escalate the case by email (escalation request) to the Monthly Bilateral Meeting (see Technical Annex D, Draft SLA) for finally agreeing the severity and estimation, in retrospect. Only escalation requests dated the same day as ECDC’s validation of the defect will be considered.

In case the defect is discarded the defect work item is marked as removed.

The corrective maintenance SLA (e.g. KPI for defect resolution time) starts when ECDC has marked the defect as validated.

Deliverable(s):

- Defect work item (WI) updated

I. Implementation and test: The Contractor fixes the defect and tests the software. The Test Documentation is updated accordingly, e.g. by amending the regression test cases.

Deliverable(s):

- Source Code (SC)
- Test Documentation (TS)

J. Package release: The Contractor packages and tests the release.

Deliverable(s):

- Release Package (RP)
- Release QA Report (RQAR)
- Infrastructure Request for Change (RfC)
- Ticket updated

K. Acceptance of deliverables: ECDC reviews and accepts the deliverables produced, as described in 2.4.12, with the parameters D1 = D2 = D3 = five (5) working days, and where T0 is the date of ECDC receiving the deliverable(s). ECDC will verify compliance with

established guidelines, standards and policies. The Contractor updates the deliverables, as needed, based on ECDC's feedback.

Note: In contrast to other work streams, the Infrastructure Contractor performs their work activities and deploys the release to the production environment independently of the ECDC acceptance of deliverables in order to avoid blockage of the fix into the production environment.

L. Infrastructure change management: The Contractor supports the Infrastructure Contractor in testing the release as part of their change management process.

M. Deployment to production: The Contractor supports the Infrastructure Contractor in deploying the release to the production environment.

Deliverable(s):

- Release deployed to the production environment

N. Root cause analysis: The Contractor is expected to perform a root cause analysis for critical severity defects and include the output of the analysis in the next Service Report.

Deliverable(s):

- Root cause analysis report

Third line support and corrective maintenance are both subject to SLA (see Technical Annex D, Draft Service Level Agreement).

At the start of the Framework Contract, ECDC will initially mediate between the Maintenance Contractor and the infrastructure Contractor. Subsequently, ECDC's mediation activities in the incident management process will gradually phase out with increased efficiency and confidence. ECDC reserves the right to decide which contractor is responsible to follow up a ticket in case of disagreement between the parties.

In the case of "bouncing tickets" (i.e. tickets that are reassigned between the Contractor and ECDC / Infrastructure Contractor more than one time), anyone involved may call for an ad-hoc telephone conference to discuss and agree on how to proceed. Bouncing tickets should be kept to a minimum.

2.3.4 Work stream: Further Development

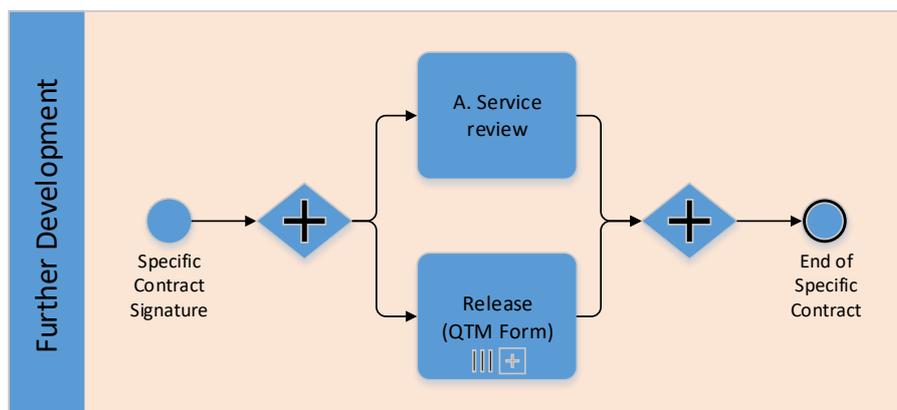


Figure 6: Work stream process overview - Further Development

The Further Development work stream is used in case of development needs to an existing product. The following scenarios are covered (non-exhaustive list):

- i. Add to or modify a product's business functionality (e.g. implement a new dashboard);
- ii. Adapt the product to new or changed quality criteria (e.g. improve the performance of a validation mechanism);
- iii. Adapt a product to changes in the technical infrastructure (e.g. upgrade to a new version of the database server).

In the case that the Contractor "inherits" a number of defects for a specific product, as part of the Takeover, these will be covered by the Further Development work stream. Note that this only applies to defects reported prior to the transfer of responsibility for the product to the Contractor.

The work stream may also be used for prototyping in cases where such activities are not covered by the New Software work stream. The delivery of a prototype will be done using a simplified process to be defined in the Specific Contract (e.g. no infrastructure change management or delivery to the production environment).

The development needs can be categorised into two categories:

- **Known changes:** The typical case for this category is adaptive maintenance where ECDC is planning changes to the technical infrastructure during the year. Another case is when functional changes are needed to all / more than one product (e.g. introducing a web analytics solution).
- **Ad-hoc changes:** The typical case for this category is changes to a product due to a changed business need. It is often not possible to specify these types of changes ahead of time.

For known changes, the intention is to communicate and establish a Specific Contract and QTM Forms in the first months every year. The purpose is to allow the Contractor to plan the work over the contract period in order to balance high and low capacity needs of ad-hoc changes as well as capacity needs of the other work streams. The timing and schedule of individual releases is agreed with ECDC in advance.

The following activities are expected:

- A. Service review:** Monitor and control function of the service and contract consumption. See 2.4.8 for more information.

The following diagram illustrates the Release (QTM Form) sub-stream. The sub-stream is triggered by a QTM Form (described in 2.4.10) that provides the scope (stakeholder requirements and high-level design) and schedule for the release.

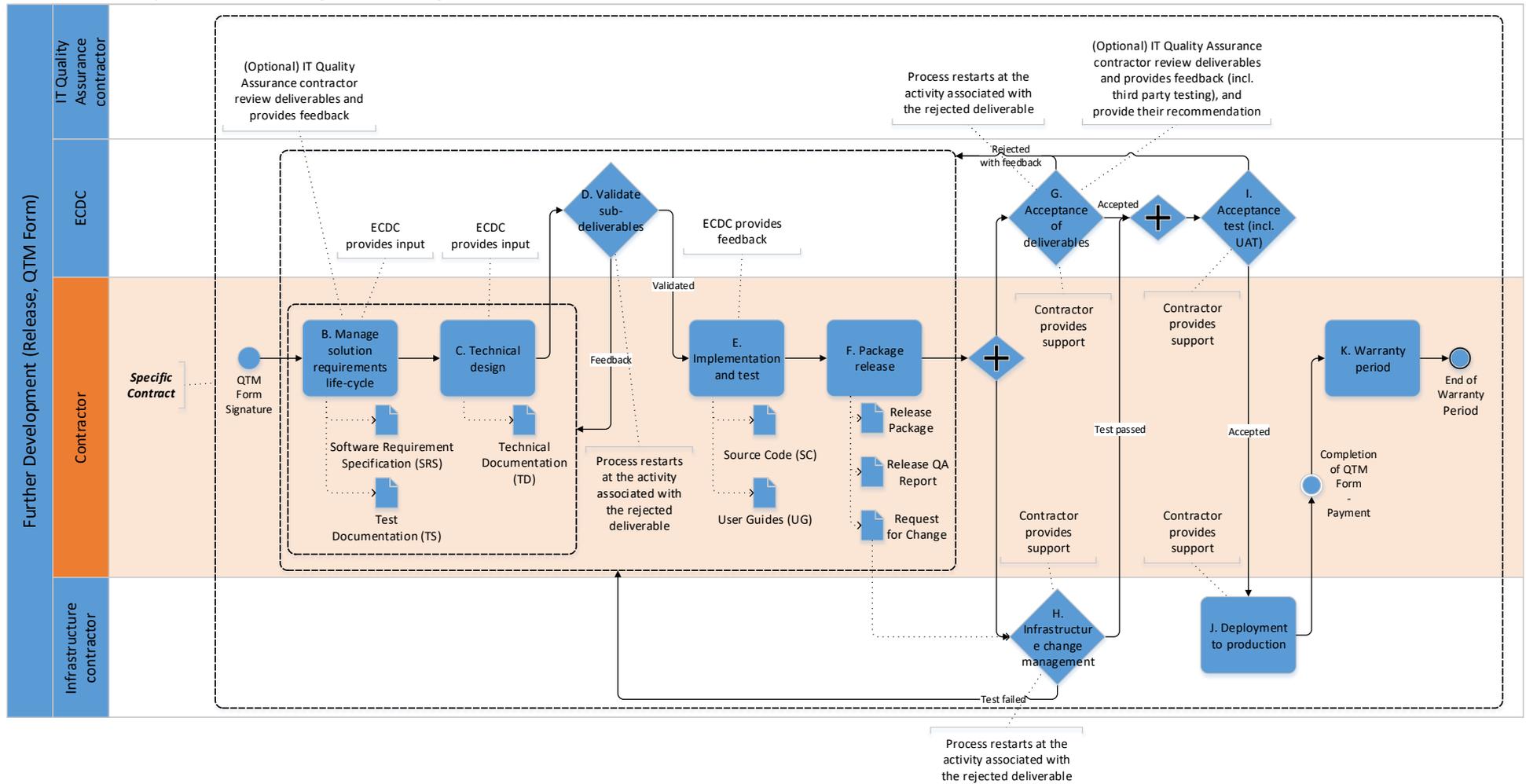


Figure 7: Work stream process overview - Further Development (Release, QTM)

B. Manage solution requirements life-cycle: The Contractor is responsible to manage solution requirements for the release. This may include an on-site workshop with stakeholders, but often is based on other means of collaboration (e.g. document review, telephone and video conferencing). The IT Quality Assurance Contractor may be included as a stakeholder to ensure that requirements are testable for large and complex changes. The Contractor shall develop test documentation based on the requirements. The IT Quality Assurance Contractor may be included as a stakeholder to ensure that requirements are testable.

Deliverable(s):

- Software Requirement Specification (SRS)
- Test Documentation (TS)

C. Technical design: The Contractor is responsible to establish a technical design for the changes, in close collaboration with stakeholders identified by ECDC.

Deliverable(s):

- Technical Documentation (TD)

D. Validate sub-deliverables: ECDC reviews and provides feedback on the SRS, TS and TD deliverables as described in 2.4.17.

E. Implementation and test: The Contractor builds and tests the software.

Deliverable(s):

- Source Code (SC)
- User Guides (UG)

F. Package release: The Contractor packages and tests the release.

Deliverable(s):

- Release Package (RP)
- Release QA Report (RQAR)
- Infrastructure Request for Change (RfC)

G. Acceptance of deliverables: ECDC reviews and accepts the deliverables produced, as described in 2.4.12, with the parameters D1 = D2 = D3 = five (5) working days, and where T0 is the date of ECDC receiving the deliverable(s). ECDC may choose to rely on the IT Quality Assurance Contractor for third party testing and for supporting ECDC with the review activities. ECDC will verify compliance with established guidelines, standards and policies.

H. Infrastructure change management: The Contractor supports the Infrastructure Contractor in testing the release as part of their change management process.

I. Acceptance test (incl. UAT): ECDC verifies and validates the release, and decides whether or not to deploy the release to the production environment.

J. Deployment to production: The Contractor supports the Infrastructure Contractor in deploying the release to the production environment.

Deliverable(s):

- Release deployed to the production environment

<p>The (i) deployment to production and (ii) acceptance of deliverables are normally used as criteria for the formal acceptance of a release, which is ground for payment of the QTM Form. This will be regulated in the Specific Contract.</p>

- K. Warranty period:** For Further Development the standard warranty period is **one calendar month** (i.e. 30 calendar days following the day of release to production).

2.3.5 Work stream: Takeover

The Takeover work stream is used to transfer the responsibility for a product to the Maintenance Contractor. The following scenarios apply:

- i. Products developed outside this Framework Contract.

The “Handover party” is ECDC, or any specified third party acting on its behalf, and the “Takeover party” is the Maintenance Contractor.

- ii. Products developed under the New Software work stream.

The following sub-scenarios apply:

Scenario:	Conditions:
New Software under reopening of competition	In order to ensure a fair and transparent evaluation of the New Software offers prior to the Specific Contract, ECDC will always order a Takeover regardless which contractor is awarded the Specific Contract. If the Maintenance Contractor is also developing the New Software, then they have a competitive advantage that should impact the pricing.
New Software under cascade	Takeover is not necessary and will not be ordered.

The “Handover party” is the Contractor awarded the New Software Specific Contract, and the “Takeover party” is the Maintenance Contractor.

One Order Form may include the takeover of several products.

The date of the transfer of responsibility is referred to as “transfer date”.

Refer to 2.3.7 for objectives and conditions related to the takeover.

The following activities are expected:

- A. **Contract initiation:** The Contractor is responsible to create a detailed Project Management Plan (PMP), with the input of ECDC and the Handover party, to deliver the takeover. This normally includes an on-site kick-off meeting where key concerns are discussed as input to the planning. The PMP must be accepted by ECDC.

An adequate number of meetings, both on-site and remote, should be envisaged and organized by the Contractor in close collaboration with the Handover party. All organisational aspects should be included in the Project Management Plan.

In case the Order Form covers multiple products these can be combined in one kick-off meeting. The Project Management Plan is, however, specific to one product.

Deliverable(s):

- Project Management Plan (PMP)

- B. **Takeover Execution:** The takeover is executed as defined in the PMP. Refer to 2.3.7 for a description of expected activities.

The Contractor is expected to perform comprehensive testing of the product as part of the takeover. Defects identified and reported before the “transfer date” will either be

fixed as part of the warranty provided by the Handover party, or in case no warranty exists paid for by ECDC using the Further Development work stream. Defects identified and reported after “transfer date” will be covered by the Contractor under the Basic Maintenance work stream.

As soon as the responsibility of the product has been transferred to the Contractor, it will be added to the scope of the Basic Maintenance work stream and the related Order Form.

- C. **Takeover Closure:** The Contractor closes the project by producing a Takeover Report summarising the activities performed, as well as lessons learnt and recommended improvement actions for the upcoming transfers. The report should also list recommended preventive maintenance improvements for each product. ECDC will review and accept the deliverable as described in 2.4.12 with the parameters D1 = D2 = D3 = five (5) working days, and where T0 is the date of ECDC receiving the deliverable(s).

Deliverable(s):

- Takeover Report (TR)

The acceptance of the Takeover Report is used as criteria for the formal acceptance of the takeover, which is ground for the final payment.

Following the closure, the Contractor provides services according to the agreed SLAs and KPIs without the application of penalties. This “*grace period*” lasts for three (3) calendar months from the “transfer date”, but can be extended by the Steering Committee as needed (see 2.4.8).

The Takeover process (i.e. activities A, B and C) must be delivered within a maximum of 70 working days from the signature of the Order Form, unless agreed otherwise with ECDC. The Takeover Report must be accepted by ECDC within this time period.

For products developed outside this Framework Contract, each product takeover is estimated to last between one to three months, depending on the product complexity. As a general rule of thumb, not more than four products could be taken over in parallel at any given time. This will ensure that (i) the internal ECDC team is not overloaded; and (ii) that maintenance activities for other IT Products are not jeopardised. ECDC’s intention is to complete the takeover of existing products in the first 15 months after the signature of the Framework Contract. A non-exhaustive list of IT Products that may be handed over is listed in Technical Annex B.

2.3.6 Work stream: Handover

The Handover work stream is used to transfer the responsibility for a product from the Contractor to another party. The following scenarios apply:

- i. Products developed under the New Software work stream with reopening of competition.

The following sub-scenarios apply:

Scenario:	Conditions:
New Software under reopening of competition	In order to ensure a fair and transparent evaluation of the New Software offers prior to the Specific Contract, ECDC will always order a Handover regardless which contractor is awarded the Specific Contract. If the Maintenance Contractor is also developing the New Software, then they have a competitive advantage that should impact the pricing.
New Software under cascade	Handover is not necessary and will not be ordered.

The “Handover party” is the Contractor awarded the New Software Specific Contract, and the “Takeover party” is the Maintenance Contractor.

- ii. At the end, or in case of termination, of the Framework Contract where the Contractor hands over the product to the party taking over the responsibility for the maintenance.

One Order Form may include the takeover of several products.

The “Handover party” is normally the Maintenance Contractor, and the “Takeover party” is ECDC or any specified third party acting on its behalf.

Refer to 2.3.7 for objectives and conditions related to the handover.

The following activities are expected:

- A. Contract initiation:** The Contractor is responsible to take part in developing a detailed Project Management Plan (PMP), under the responsibility of the Takeover party, to deliver the handover. This normally includes an on-site kick-off meeting where key concerns are discussed as input to the planning. The PMP is accepted by ECDC.

The Contractor identifies, and includes in the PMP, all information required to allow a smooth and complete transfer of knowledge from the Handover party to the Takeover party.

An adequate number of meetings, both on-site and remote, should be envisaged and organized by the Contractor in close cooperation with the Takeover party. All organisational aspects should be included in the Project Management Plan.

In case of an Order Form, it may cover multiple products. These can be combined in one kick-off meeting. The Project Management Plan is, however, specific to one product.

- B. Handover Execution:** The handover is executed as defined in the PMP. Refer to 2.3.7 for a description of expected activities.

The Contractor collects all relevant information and prepares relevant training material. ECDC will review and accept these deliverables as described in 2.4.12 with the parameters D1 = D2 = D3 = five (5) working days, and where T0 is the date of ECDC receiving the deliverable(s).

The Contractor is responsible to organise and facilitate all the necessary training activities.

All computer hardware, software, licences and other capital equipment, etc. which have been paid for by ECDC shall be included in the handover. This also applies to all information, documentation and or other artefacts produced as part of the Framework Contract execution, unless otherwise agreed with ECDC.

The Contractor is obliged to certify in writing that any security critical information and piece of software that was provided as part of the Framework Contract for the purpose of accessing servers during the execution of the contract has been destroyed, after the successful completion of the handover activities. This may include sensitive information, passwords, encryption keys, personal data of people involved in the project, firewall, backup and router configuration files, etc.

Deliverable(s):

- Certification of Destruction (CoD)

- C. **Handover Closure:** The Contractor closes the project by producing a Handover Report summarising the activities performed, as well as lessons learnt and recommended improvement actions for the upcoming transfers. All the support activities related to the transfer of knowledge (e.g. ad-hoc technical meetings) from the Handover party to the Takeover party must be included. ECDC will review and accept the deliverable as described in 2.4.12 with the parameters D1 = D2 = D3 = five (5) working days, and where T0 is the date of ECDC receiving the deliverable(s).

Deliverable(s):

- Handover Report (TR)

The acceptance of the Handover Report is used as criteria for the formal acceptance of the handover, which (if applicable) is ground for the final payment.

- D. **Post-Handover:** The Contractor provides additional support services as described in the Framework Contract tender offer (see 4.1, refer to section 3.4 in the Takeover and Handover Plan).

The Handover process (i.e. activities A, B and C) must be delivered within a maximum of 70 working days from the signature of the Order Form (or agreed start date in case of Specific Contract), unless agreed otherwise with ECDC.

2.3.7 Common aspects to the Handover and Takeover work streams

The objectives for the Handover and Takeover work streams are:

- i. To transfer the responsibility for Basic Maintenance and Further Development to the Takeover party;
- ii. The Handover party enables the Takeover party to build the capability to deliver services with high service quality (i.e. in compliance with SLA targets, see Technical Annex D, Draft SLA);
- iii. The Takeover party builds the capability to deliver services with high service quality;
- iv. The transfer is executed cost-efficiently, and;
- v. The quality of services is well managed during and after the transfer. The impact on users is minimized.

The following conditions applies to both the Handover and Takeover work streams:

- vi. The Contractor shall prepare for and actively engage with the Takeover/Handover party and contribute pro-actively to a complete, timely and smooth handover of the services.

- vii. The Takeover/Handover must not negatively affect the quality of services delivered, regardless of the situation in which the system or application will be at that particular time. The Contractor is responsible for taking all the required steps to achieve a rapid induction and a seamless takeover of activities.
- viii. The Takeover/Handover planning will be aligned with ECDC and other third parties. In order to do so, ECDC will ensure that the parties with which the Contractor needs to cooperate are available.
- ix. To maximise the efficiency of the knowledge transfer, ECDC requires an open and unrestrained collaboration between the parties. In this context, neither the Handover party nor the Takeover party shall impose on the other party the need to sign any additional declarations or obligations prior to engaging the handover/takeover activities.
- x. The transfer shall be performed by the Contractor's "core service delivery team", if not agreed otherwise. This will ensure that the knowledge transferred is up to date and based on best available knowledge.
- xi. In order to facilitate the knowledge transfer, a small set of development needs will be planned for each product. The Contractor and the Takeover/Handover party are expected to develop these together in close collaboration. The cost for these development and associated release activities will be included in the Handover/Takeover cost.
- xii. The transfer of responsibility for Basic Maintenance and Further Development to the Contractor occurs during the execution phase (activity B in the Takeover/Handover). The "transfer date" is described and formalised as part of the Project Management Plan (PMP) regardless of how proposed by the tenderer as part of the offer.

The following activities are expected as part of the execution phase of the Handover and Takeover work streams:

- xiii. Knowledge transfer from the Handover party to the Takeover party, including the establishment of a knowledge base under the control of the Takeover party.
- xiv. Transfer of the contents of the Source Control Versioning and Work Item Management (SCV/WIM) tool, and any other relevant information.
- xv. Establish the necessary technical infrastructure under the control of the Takeover party.
- xvi. Organising / attending joint-workshops with staff from ECDC and/or the Handover party, where the Handover party is explaining, presenting and providing training on aspects of the project and product or service. Trainings shall include, amongst other formulations, one-on-one training where the Handover party in a particular role will train ECDC and/or Takeover party who intends to adopt that role. The main activities (e.g. training sessions) shall be organised in ECDC's premises, unless agreed otherwise with ECDC. Follow up activities (e.g. one-on-one support) can be organised remotely.
- xvii. Any other activity that are related to knowledge transfer and takeover of the work, covering not only the services, software and related software assets including source code, but also the project repositories and configuration and content that would allow the reconstruction of the development and application delivery tool chain.

2.3.8 Work stream and contract overview

Work stream:	New Software	Basic Maintenance	Further Development	Takeover	Handover
Description:	Development of new software products or major upgrade of an existing software product delivered in the form of a project.	Third line support and corrective maintenance activities pertaining to the modification of a product after delivery to correct faults.	Further development of an existing software product, e.g. to add or modify functionality.	Transfer the responsibility and capability for software development maintenance of a product to the Maintenance Contractor.	At the end of the Framework Contract, transfer the responsibility and capability for software development maintenance of all products from the Maintenance Contractor back to ECDC or to any specified third party acting on its behalf.
Procurement mechanism:					
- Order mechanism	Cascade if low value, reopening of competition otherwise ⁵	Cascade	Cascade	Cascade	Cascade
- Default Order Type⁶:	Specific contract following a request for service: Fixed-Price or Quoted Time & Means ⁷	Order Form: Fixed-Price (per month / defect) ⁷	Specific contract following a request for service: Quoted Time & Means ⁷	Order Form: Fixed-Price (per product)	Order Form: Fixed-Price (per product)
- Period:	Project specific	Annual	As needed	Any time (predominantly at the start of the Framework Contract)	Any time (predominantly at the end of the Framework Contract)
- Scope:	<ul style="list-style-type: none"> • Delivery of a new major release into the production environment. • Third line support and corrective maintenance during the warranty period. • Handover to the Maintenance Contractor. 	<ul style="list-style-type: none"> • Cover all products under Contractor's responsibility. • Third line support (Incident, Request and Problem Management) and corrective maintenance. • Releases to the production environment as needed. 	<ul style="list-style-type: none"> • Delivery of one or more releases to the production environment, covering one or more products under the Contractor's responsibility. • Third line support and corrective maintenance during the warranty period. 	<ul style="list-style-type: none"> • One or more products as specified in the Order Form. • Technical infrastructure for development and maintenance. • Knowledge base, training, etc. 	<ul style="list-style-type: none"> • One or more products as specified in the Order Form. • Ensure capability of the handover party to continue Basic Maintenance and Further Development activities, and transfer the responsibility to that party.
More details:	See 2.3.2.	See 2.3.3.	See 2.3.4.	See 2.3.5.	See 2.3.6.

Refer to Technical Annex G for historical data relevant to understand the anticipated usage of each work stream.

⁵ See 2.5 for details.

⁶ Other combinations can be used, even if not typical.

⁷ Order Form: Time & Means can be used complementary, as needed.

The following diagram illustrates the design and distribution of Specific Contracts and Order Forms (assuming a Framework Contract period longer than the initial two years):

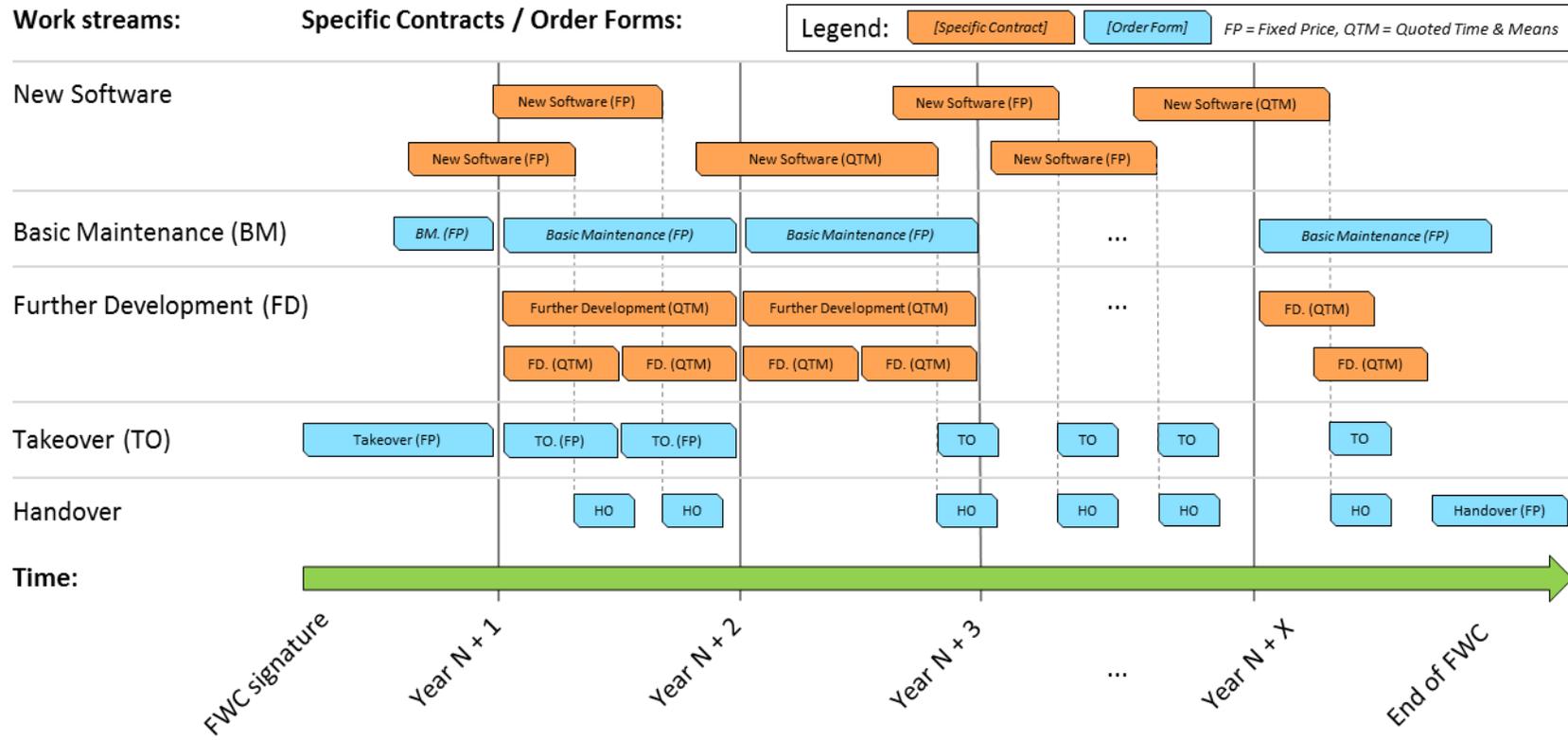


Figure 8: Specific Contract and Order Form overview

2.4 General conditions

This section describes general conditions to the Framework Contract as well as for its Specific Contracts and Order Forms.

2.4.1 Technical landscape

The ECDC technical landscape is mainly based on Microsoft technologies (e.g. Windows Server, Active Directory, SharePoint, SQL Server, Exchange, and Office). Most systems are hosted on premise, but cloud-based hosting is increasingly used. Technical Annex A describes the technology in detail.

2.4.2 Tools and technical infrastructure

The provision, maintenance and management of the technical infrastructure (incl. licence costs⁸) required for the Contractor's internal needs, within the scope of this Framework Contract, are under the responsibility of the Contractor, who is expected to work in close collaboration with the Infrastructure Contractor in order to ensure “production like” development and test environments. There is a risk of not keeping stated environments “production like” (e.g. that defects caused by different environment configuration are only identified late in the process) and this risk is owned by the Contractor.

The Contractor is expected to use the following tools:

Tool/category	Responsibility and Ownership
Source Control Versioning and Work Item Management (SCV/WIM)	<p>Contractor</p> <p>Used to to manage source code and work items (internal or shared with ECDC / Infrastructure Contractor), e.g. Release Plans, Requirements, Defects, Tasks, Release Packages, etc.</p> <p>ECDC, the IT Quality Assurance and the Infrastructure Contractor are expected to have full visibility on the source control, and should have full contributor rights (view, create, update, delete) on work items. ECDC reserves the right to request and receive additional rights as needed.</p> <p><i>Note: ECDC is currently using Team Foundation Server and has a preference to keep using this product, yet alternative products can be proposed.</i></p>
Service Desk	<p>Infrastructure Contractor</p> <p>Used to manage incidents, requests and problems. Also used for configuration management (i.e. RFCs).</p> <p><i>Note: Currently Ivanti Service Desk.</i></p>

Finally, it is expected that during the system integration and acceptance testing the IT Quality Assurance, Infrastructure Contractor and ECDC can register defects in the SCV/WIM tool.

⁸ The Contractor is expected to have access to developer licences for common market software such as for Microsoft, Telerik and Red Gate products. For specialised software such as InstantAtlas and Applied Maths products, the Contractor may use existing ECDC licences.

In the case that a new specific software need is identified, but not covered by software listed in Technical Annex A, in the tenderer's offer, in the High-Level Design document(s), or previously agreed with ECDC, and the Contractor intends to use its proprietary software or software belonging to a third party or parts of such software, the Contractor shall seek ECDC's prior written agreement. Provided that ECDC agrees with the request a license agreement may need to be signed between the parties specifying the modes of exploitation of such software and the overall amount of licence payments due for the whole duration of the licence.

2.4.3 Software testing

Software testing is defined as the process consisting of all lifecycle activities, both static and dynamic, concerned with planning, preparation and evaluation of software products and related technical environment to determine that they satisfy specified requirements, to demonstrate that they are fit for purpose and to detect defects. It also includes to verify that a product continues to work when the technical environment is changed (patches, upgrades etc.).

ECDC's objectives of software testing are:

- Support ECDC's mission by ensuring that the delivered product fulfils the intention and expectations;
- Identify defects that can affect stakeholders / user satisfaction or jeopardize the security of the infrastructure, and to produce enough information about these defects so they can be fixed prior to release, resulting in:
 - Good stakeholder and user satisfaction;
 - Prevention of critical and high severity defects in compliance with the IT Product Quality acceptance criteria;
 - Reduction of the defects with medium and low severity;
 - Cost reduction on corrective maintenance;
- Identify issues that can affect the technical quality of the products (e.g. maintainability, integration, compliance with standards, security, etc.);
- Provide stakeholders with information about quality, risks, issues and readiness to release, resulting in confidence in the product(s) and a better understanding of the remaining risks when deploying the release to the production environment.

In regards to bespoke development, ECDC's software test methodology is based on the following framework:

- **Test policy (why we test):** One page document provided by ECDC describing e.g. the objectives and definition listed above.
- **Test strategy (how we test):** Document provided by ECDC describing the test process incl. test levels and test types, roles and responsibilities, etc. The Contractor is expected to comply with the ECDC Test Strategy, which can be found in Technical Annex F. Refer to this document for details on the type of tests that are expected by the Contractor.
- **Test documentation (what we test):** Produced by the Contractor and defines the test plan, test cases and test data to be used.
- **Release QA Report (what was tested):** Summary produced by the Contractor describing, but not limited to review results, test cycles and results, test and requirements coverage, status on defects and their severity etc.

With regards to software testing, irrespective of the specific implementation phase, every release under the execution of a service, is subject to a strict test and/or quality assurance discipline under the responsibility of the Contractor. Unless ECDC informs otherwise, the default position is that the Contractor has full responsibility to assure the necessary quality such that the release is in a fit state to be released in to the production environment. It is the Contractor's responsibility to ensure that they acquire sufficient business domain knowledge and sufficient testing capacity in their team such that they can independently from ECDC, perform all the necessary testing (functional and non-functional), including software upgrade and data migration testing.

ECDC's test involvement would typically be limited to:

- Providing and maintaining the test policy and test strategy;
- Review and acceptance of the test documentation;
- Early validation feedback;
- Third party testing (provided by the IT Quality Assurance Contractor as needed);
- System integration testing (performed by the Infrastructure Contractor), and;
- Acceptance testing prior to go-live where the expectation is that no significant quality issues are uncovered.

2.4.4 Infrastructure Change Management

Infrastructure change management consists of the activities to be performed by the Contractor that support the operational change management performed by the Infrastructure Contractor. In particular, these activities cover:

- i. Request for Change (RfC) document preparation. The RfCs are limited to IT Products managed by the Contractor, and should consist of Installation Procedure (e.g. manual steps to be performed), impact assessment, business assumptions, Smoke Test cases, roll back plan, etc.
- ii. The attendance of the Contractor at the Change Advisory Board (CAB) and the follow-up on CAB decisions and actions. The CAB meeting will be organised by the Infrastructure Contractor. Within the scope of this FWC, the Contractor is expected to participate in the CAB meetings for two reasons:
 1. Follow up and support the discussion of RfCs produced by the Contractor.
 2. The Contractor is responsible for ensuring that their technical infrastructure (incl. development and test environments) is "production like". All changes to the ECDC infrastructure will forego a decision by the CAB meeting. Participation in the CAB meeting is hence a mechanism for the Contractor to monitor changes that should be mirrored also in their factory environments.
- iii. Support to the Infrastructure Contractor during their change management process, as requested.

2.4.5 Language of the service delivery

All communication (spoken and written) between the Contractor and ECDC will be conducted in English. ECDC furthermore expects that communication with the Contractor and between the Contractor and third parties will be conducted in English.

2.4.6 Service delivery team and profiles

The following conditions applies only to the Maintenance Contractor:

- i. The tender specification makes a difference between (i) the “**core service delivery team**” and (ii) “**extended team(s)**” including additional resources that is used to balance peak demand, as needed. The core service delivery team is expected to be focused at ECDC services and to remain stable over time.
- ii. The core service delivery team vs. extended team(s) composition (i.e. which profiles and proportion between profiles) should be described in the offer presented to ECDC. The core service delivery team shall typically comprise Contractor's staff, who has or is intended to acquire specific knowledge of ECDC and its products. A suggestive non-exhaustive list of core service delivery team profiles can for example include: Account Manager, Service Manager, Business Analyst(s), System Analyst(s), System Developer(s), Application Tester(s), and System Administrator(s), etc.
- iii. The tenderer is requested to provide in their offer the list of names of those resources that are to be considered as members of the core service delivery team for the implementation of the service. The initial core service delivery team will be formulated as part of the initial kick-off meeting directly after the Framework Contract has been signed.
- iv. Turnover of the core service delivery team is subject to SLA.

The following condition apply to all Contractors:

- v. ECDC expects direct communication access to members of the service delivery team in order to facilitate day to day operations, e.g. in the form of a shared chat service. The tenderer is expected to propose such a mechanism in the tender offer.

Although the Contractor’s role names may differ, the service delivery team is expected to include the following profiles / competences as defined in Technical Annex C (Profile listing):

- Account Manager
- Service Manager
- Project Manager
- Business Analyst
- System Analyst
- Web / UX Designer
- System Developer - *specialisations apply, see the technical annex*
- Application Tester
- System Administrator
- Technical Writer

All members of the service delivery team must fulfil the criteria for the relevant profile.

2.4.7 Configuration management

Configuration management consists of the activities to be performed by the Contractor for establishing and maintaining consistency of a work product's (e.g. those listed in 2.4.17) performance, functional, and physical attributes with its requirements, design, and operational information throughout its life.

In particular, this covers:

- Ensuring that changes to work products are versioned and audited;
- Work products are appropriately backed up;
- Access to a work product is limited to relevant stakeholders.

2.4.8 Framework Contract management

Refer to Technical Annex D (Draft Service Level Agreement) for information.

2.4.9 Reporting

Refer to Technical Annex D (Draft Service Level Agreement) and Technical Annex E (Service Reporting Requirements) for information.

2.4.10 Demand and capacity management

The Contractor is expected to establish Demand and Capacity Management processes that should work together in order to ensure the availability and continuity of services, while effectively aligning the Contractor's capabilities with business demands.

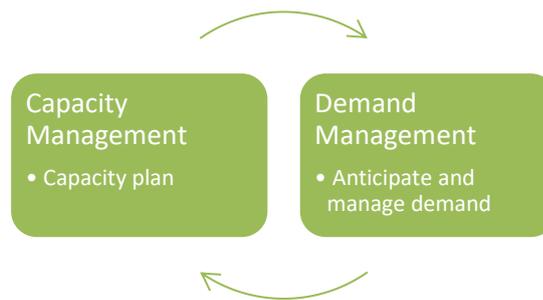


Figure 9: Relationship between Capacity and Demand Management

Demand Management

This process covers the management of demands/requests (strategic, operational or day-to-day). The Contractor must log all demands/requests, communicated, analysed, executed, reported and followed-up. Additionally, any Request for Service/QTM Form/Order form, change or other activity must go via the Demand Management process, which provides the interface between ECDC and the Contractor's Capacity Management.

Demand Management activities to be covered by the Contractor will include:

- i. Responding to orders from ECDC. The order process is described in Technical Annex L (Ordering process).
- ii. Capturing demands via Framework Contract Management, meetings and direct contact with ECDC;
- iii. Producing and maintaining a list and status of current / planned / forecasted activities per work stream and product demand forecast as part of the monthly service reporting.

Capacity Management

This process describes how demand will be translated in terms of capacity requirements and resource allocation (e.g. quantity, capability/skills). The objective is to give ECDC visibility on the Contractor's capacity and capabilities, including forecasting and reporting.

Capacity Management activities will include:

- iv. The production of a capacity plan consisting of a variety of plans. For instance, it will include the training plan used to ensure that the service team is compliant with ECDC's environment and technology requirements;
- v. Monthly reporting on capacity, including the description of current activities and in-use resources per work streams and IT Product.

2.4.11 Competence and Knowledge Management

The Contractor must proactively manage the knowledge within their teams, and is responsible for training and development of its personnel (incl. sub-contractors). Hence, it is the Contractor's obligation to make sure that its human resources working for ECDC (in particular the core service delivery team) have the knowledge and experience suitable for the tasks. ECDC recommends that the Contractor plans at least three (3) training days per year for its human resources working for ECDC, without additional cost to ECDC.

While the Contractor must be able to provide quality services using its own resources, it is possible that certain specialised skills/profiles may not be available when required for a particular project, time, release, etc. The Contractor must ensure that it is in a position to provide these skills at all times during the execution of the Contract and, if necessary, to find them in the market and absorb them into its team as required in order to fulfil its commitments. The choice of how to identify and procure such specific skills/profiles (subcontracting, training, recruitment, etc.) is left to the Contractor to decide, taking into account the precise situation when those skills/profiles are required. Note that any profile must fully meet the expertise requested by the assigned function, in 2.4.6 or as stated in the relevant Specific Contract / QTM Form.

The Contractor is expected to establish and maintain a knowledge base that must contain all associated documentation related to the products, including but not limited to functional and technical specifications, software architecture documents, database models, integration contracts, test plans, installation instructions, test routines, monitoring routines and data related to software quality control. The knowledge base should also include other relevant knowledge such as ECDC terminology and concepts, tools and licences, etc. The Contractor must maintain its knowledge at an appropriate level in order to guarantee proper performance of the services concerned.

2.4.12 Acceptance Mechanism

The review and acceptance process of deliverables will follow the review cycle as described in the Figure:

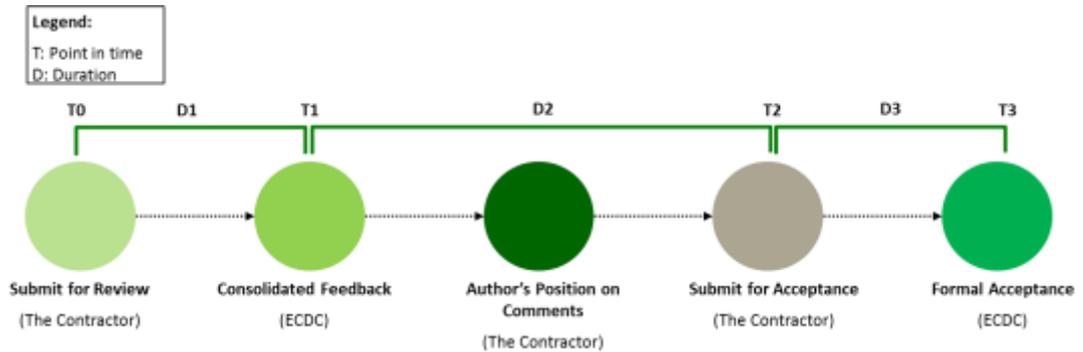


Figure 10: Approval process for deliverables

The corresponding periods are respectively:

- A. T0 = The Contractor submits the deliverable for review.
- B. T1 = When ECDC submits their consolidated feedback, no later than D1 working days after T0.

Note: ECDC reserves the right to reject the deliverable in which case the approval process is restarted, ending T1.

- C. T2 = When the Contractor has followed up the feedback received and submits a final version for acceptance, no later than D2 working days after T1.

Note that either ECDC or the Contractor may call a review meeting to align and to resolve outstanding review issues.

- D. T3 = When ECDC accepts or rejects the final version, no later than D3 working days after T2. In case of rejection, the D2 period is re-opened, up to the time that the Contractor submits the version of the deliverable that ECDC will accept.

Where the parameters D1, D2 and D3 are specified in the tender specification, these can be overridden as needed in the Specific Contract / QTM Form. In case the parameters are not specifically specified then the following parameters shall apply: D1 = D2 = D3 = 5 working days.

The durations D1, D2 and D3 shall be measured by the Contractor and reported as part of the SLA. Other relevant dates (e.g. planned vs. actual date) for deliverables and milestones are also included in the monthly service reporting.

The Contractor is expected to have an established process for internal peer review of deliverables. This process must be executed prior to a deliverable is submitted for review to ECDC, in order to ensure an adequate level of format, style and language as well as to reduce the risk of unnecessary feedback from ECDC.

2.4.13 IT & information security management

Security Policy & Rules:

The Contractor shall have a defined and documented Information Security Management System (ISMS) including an information security policy and procedures in place, which shall be described in the tenderer's offer and communicated to relevant contractor personnel.

Part of this shall be to have defined and documented security roles and responsibilities within its organization.

Sub-supplier Security:

In case of subcontracting, the Contractor shall reflect the content of these security rules in its agreements with the sub-contractor(s) that perform tasks assigned under the Agreement.

Security awareness/training:

ECDC reserves the right to require any person involved with the provision of the services under a given project to attend security briefings, awareness or training given by ECDC.

Acceptable ICT use, confidentiality agreement and information security policy

For access to ECDC's IT systems, the Contractor's personnel must be controlled in line with the ECDC rules:

- i. Each member of the service delivery team must read, sign and comply the ECDC acceptable ICT use policy (Technical Annex H, Policy on the Use of ICT Equipment at ECDC);
- ii. Each member of the service delivery team that will provide development services to ECDC will sign a Declaration on Confidentiality and Security Requirements (Annex IX of the Framework Contract);
- iii. ECDC internal adaption of the EC(2006)3602 of 16 August 2006 of the Commission concerning the security of information systems used by the European Commission (Technical Annex I, Information Security Policy).

Non-disclosure agreement

Refer to the Declaration of Confidentiality annexed to the Draft FWC (Annex I). The Contractor is obliged to provide signed declarations for all members of the service delivery team.

Data protection agreement

Refer to the Data Protection Agreement annexed to the Draft FWC (Annex I).

Controlled environment

Connection to ECDC's network (regardless of hosted by third party) shall be done only from a controlled environment, which is secured against intrusion and protected by antivirus software. The contractor shall protect Information Processing Facilities against external and environmental threats and hazards, including power/cabling failures and other disruptions caused by failures in supporting utilities. This includes physical perimeter and access protection.

Security logging & monitoring

ECDC has the right to monitor and examine any information stored on its information processing systems or communicated over its network or equipment. For several systems auditing is implemented to audit trail system changes and internet browsing.

ECDC equipment

The Contractor shall inform ECDC without delay and return any ECDC equipment when no longer needed. Any cost for returning the equipment will be carried by the Contractor. The Contractor is responsible for to physically protect and secure the ECDC equipment.

Escrow

ECDC recommends that source code, associated artefacts and other relevant data are maintained in escrow by a trusted external party.

Access control

The Contractor shall have a defined and documented access control policy for facilities, sites, network, system, application and information/data access (including physical, logical and remote access controls), an authorization process for user access and privileges, procedures for revoking access rights and an acceptable use of access privileges for the Contractor Personnel in place.

Remote access

In order for the Contractor to access and use the ECDC / Infrastructure Contractor tools and network, a site-to-site VPN connection will be established. This type of connection is configured when there is a requirement to access resources at a partner office. Here the connection is built up between the ECDC and the Contractor VPN device with access rules permitting access to the resources behind these VPN terminators. The site-to-site VPN connection at ECDC should be authenticated using a pre-shared key and with IKEv2.

Physical and environmental security

ECDC will provide visitors and temporary on-site consultants with a security badge for access to select areas at the ECDC premises. Everyone must visibly wear his/her identification card in the ECDC building. It is recommended not to wear it outside the building so as not to attract undue attention.

Security incident management:

The Contractor has the obligation to report all security incidents, software malfunctions, security weaknesses or threats to systems or services that their personnel notice or is made aware of to ECDC.

Security risk management:

The Contractor shall have documented processes and routines for handling risks within its operations and must identify security risks and take necessary actions to control and mitigate such risks.

Security Compliance

Personal data handling has to be done according to the specific data protection agreement (Technical Annex I, Information Security Policy).

Software development life-cycle

The following IT & Information security practice must be met during the software development life-cycle:

Technical design:

- iv. The technical design phase involves the integration of a security architecture that can support the technical security requirements, such as performance, capacity, continuity, scalability, connectivity and compatibility
- v. The ECDC Security-by-Design process and review is used (Technical Annex J).

Software Acquisition:

- vi. Robust, reliable software is acquired following consideration of security requirements and identification of any security deficiencies to ensure that software provides the required functionality and does not compromise the security of critical or sensitive information and systems.

Implementation:

- vii. Source code produced under development is inspected to identify unauthorised modifications or changes which may compromise security controls.
- viii. The duties of individuals responsible for implementation and test are segregated.
- ix. Source code is reviewed by an independent party based on predefined rules and checklists.

System Testing:

- x. Testing is performed in an environment which is segregated from the development environment(s).
- xi. Testing is supported by documented standards/procedures:
 - Security-by-design requirements have been met.
 - Vulnerabilities have been identified and addressed.
 - Programming features have not been used insecurely.
 - Unnecessary sensitive information has been removed from the application code.

System Promotion Criteria:

- xii. Rigorous and documented acceptance criteria should be met before new systems are promoted into a live environment, or packaged and submitted for infrastructure change management.

Installation Process:

- xiii. The installation of new systems is scheduled in advance and approved by an appropriate business manager and the change management board to avoid disrupting a live environment.
- xiv. There is a fall-back / contingency plan.

System Decommission:

- xv. Systems that are no longer required are should be identified and decommissioned securely.

2.4.14 Methodology and Standards

The Contractor has to apply adequate methodologies to carry out the activities as well as deliver the IT products and services required, while meeting the desired level of quality.

The Contractor must ensure alignment with industry best practice in the following areas⁹:

- Programme Management / Service Management (e.g. MSP, ITIL, SAFE);
- Project Management (e.g. PMI, PRINCE2, PM2, PM3);
- Business Analysis (e.g. BABOK, ISO 9001);
- Software Development and Maintenance (e.g. RUP, Scrum, Kanban);
- Quality Management (e.g. CMMI, ISTQB, ITIL CSI, ISO 9001, ISO/IEC 25010, TMMi);
- IT Security (e.g. ISO 27001, ISO 27002).

The methodology used for software development and maintenance must support frequent releases, e.g. by an iterative or agile approach. The Contractor may use a proprietary methodology.

Alignment with ECDC's ECDC internal processes, interfaces, and standards will be a topic in the initial Framework Contract kick-off meeting.

ECDC will provide the Contractor with relevant technical standards, guidelines and policies in order to ensure that deliverables comply with ECDC practice and relevant regulation, while also ensuring that they are built in a consistent manner. Likewise, the Contractor is expected to have an internal control process to ensure that deliverables comply with these.

2.4.15 Service Level Agreement

The Service Level Agreement (SLA) will be part of the Framework Contract (FWC) and will become applicable once the Framework Contract has been signed up to its contractual end, while also taking into account when the Specific Contracts and Order Forms signed under the relevant Framework Contract terminate.

Refer to Technical Annex D for a draft Service Level Agreement.

2.4.16 Continuous service improvement

ECDC will strive towards a culture of continuous improvement with the Contractor. For this reason, the Contractor is expected to have a continuous service improvement process established. As part of this process, the Contractor is responsible to continuously analyse their services and identify and follow up improvement actions as needed. Performance will also be jointly analysed and discussed by ECDC and the Contractor in order to identify and address issues, their root causes, plan and follow up identified improvement actions. This

⁹ The following list is provided as example. The Contractor may offer alternative, however equivalent, standards: **MSP**: Managing Successful Programmes, **ITIL**: Information Technology Infrastructure Library, **SAFE**: Scaled Agile Framework, **PMI**: Project Management Institute, **PRINCE2**: Projects IN Controlled Environments, **PM2**: Open Project Management Methodology, **PM3**: Project Management Maturity Model, **BABOK**: Business Analysis Body of Knowledge, **ISO 9001**: Quality Management Systems, **RUP**: Rational Unified Process, **CMMI**: Capability Maturity Model Integration, **ISTQB**: International Software Testing Qualifications Board, **ITIL CSI**: Continual Service Improvement. **ISO/IEC 25010**: Systems and software engineering -- Systems and software Quality Requirements and Evaluation. **TMMi**: Test Maturity Model integration. **ISO 27001**: IT Security Techniques – Information Security Management systems, **ISO 27002**: IT Security Management - Code of Practice for Information Security Management.

process will be the key instrument to steer the required transformation in a consistent and co-ordinated way across all activities of the Framework Contract.

A number of Service Indicators (SI) will be established complementary to the KPIs of the SLA (see Technical Annex D, Draft Service Level Agreement). The SIs are non-mandatory and are intended to provide a basis for continuous service improvement, i.e. measuring and analysing for example how well the Contractor and ECDC works together. The initial set of SIs will be agreed as part of the FWC kick-off meeting and will be implemented and reported by the Contractor as part of the monthly Service Report. The Steering Committee can revise and update the list of SIs at any time, based on mutual agreement between ECDC and the Contractor. The tenderer is expected to propose a list of SIs as part of the tender offer. A suggested list of SIs are included in Technical Annex E (Service Reporting Requirements).

The following activities are expected as part of the continuous service improvement process:

- **Regular service review** with the aim to improve service quality where necessary, and to identify better ways of providing a service where possible. The Contractor summarises the review in a Service Assessment Report (SAR), which is shared with ECDC without delay, listing proposed improvement actions. These improvement actions are added to the next Service Report (SR) for follow up. ECDC expects that the Contractor performs, at minimum, one service review per quarter with a rotation between services provided.
- **Root cause analysis:** When defined indicators (KPIs and SIs) are not met (e.g. with the identification of a critical defect), the Contractor performs a root cause analysis (incl. improvement actions) reporting the results to ECDC.
- **Audits:** Participate in audits of ECDC or third party acting on their behalf. The assessment report may propose recommendations for improvements. The Contractor is expected to follow up and implement these recommendations if endorsed by ECDC.
- **Implement improvement actions:** The Contractor is expected to implement identified improvement actions using standard project management methodology. The resulting initiatives are either internal initiatives pursued by the Contractor on his own behalf, or initiatives which require ECDC's cooperation.
- **Monitor and Control:** Follow up improvement initiatives and report progress to ECDC using the monthly Service Report (SR).

2.4.17 Deliverables

The following deliverables are expected, but not limited to:

Identifier	Deliverable
Service Management deliverables:	
D1.1	<p>Service Report (SR)</p> <p>A monthly report document giving an overview of the FWC services provided for the previous period, which will be used as basis for the different Framework Contract management bodies and meetings.</p> <p>The Service Report will cover (at least):</p> <ul style="list-style-type: none"> • Executive Summary • Framework Contract Overview • [Work stream specific sections] • Capacity Management • Continuous Service Improvement • Key Performance Indicators • Risk Register <p>Refer to Technical Annex E (Service Reporting Requirements) for more details.</p>
D1.2	<p>Meeting agenda and presentation (MAP)</p> <p>A slide set covering topics to be discussed, prepared and circulated prior to the meeting.</p>
D1.3	<p>Meeting minutes (MM)</p> <p>A document summarising the discussion and identifying decisions and action points for follow up (incl. responsibility and deadline). The minutes also includes a list of attendees.</p>
D1.4	<p>Service Assessment Report (SAR)</p> <p>A document describing the outcome of a service review. The template will be agreed with ECDC.</p>
Service Delivery deliverables:	
D2.1	<p>Project Management Plan (PMP)</p> <p>A detailed Project Management Plan for how the services will be delivered, aligned with the ECDC Project Management Plan.</p>
D2.2	<p>Maintenance Plan (MP)</p> <p>A detailed plan for how the services will be delivered.</p>
D2.3	<p>Software Requirement Specification (SRS)</p> <p>A description of the product including an up to date list of solution requirements.</p>
D2.4	<p>Test Documentation (TS)</p> <p>A description of the test plan (what will be tested), test cases (how will it be tested) and test data (with what input will it be tested) covering and linking to the enumerated requirements in the SRS.</p> <p>An indicative example of a test plan can be found in Technical Annex K (Example material).</p>

Identifier	Deliverable
D2.5	<p>Technical Documentation (TD)</p> <p>A description of the technical (low level) design of the product, including a mix between textual technical analysis (incl. UML diagrams) and documentation as generated from the source code (e.g. using Doxygen).</p> <p><i>Note: The technical analysis should be presented to ECDC prior to implementation, while the generated output will be complemented later.</i></p> <p>An indicative example can be found in Technical Annex K (Example material).</p>
D2.6	<p>Source Code (SC)</p> <p>Source code includes all aspects of making a software work incl. programming language code, configuration files, deployment script(s), migration tools, user interface, etc.</p>
D2.7	<p>User Guides (UG)</p> <p>Documentation targeted to the user of the IT Product on how to use it and / or operate it.</p>
D2.8	<p>Release Package (RP)</p> <p>A Release Package can be categorised into:</p> <ul style="list-style-type: none"> - New Software release: First major version of a software; - Maintenance release: A software increment intended to update an existing IT Product; - Hotfix release: A hotfix is used for urgent changes (e.g. a critical defect fix) in the production environment. It is typically limited to a few files that the fix depends on; - Patch: A patch is a change in the production that is not covered by a release, e.g. a script to correct production data. <p>A New Software and Maintenance Release Package includes everything needed to deploy and operate the IT Product, as well as miscellaneous information to understand the release. The Release Package typically includes:</p> <ul style="list-style-type: none"> - Binaries; - Configuration, deployment and migration tools; - Software Requirement Specification; - Test Documentation; - Technical Documentation; - Release QA Report; - User Guides. <p>For Hotfix and Patch packages, only the necessary binaries and / or source code and / or scripts will be included.</p> <p>The deployment mechanism of the release must comply with the ECDC deployment script guideline, unless otherwise agreed with ECDC. An indicative example of the deployment script guideline can be found in Technical Annex K (Example material).</p>
D2.9	<p>Release QA Report (RQAR)</p> <p>A report summarising quality assurance activities and their results, which facilitates the assessment of release quality. The report includes, but is not limited to: Review results, test cycles and results, test and requirements coverage, status on defects and their severity etc.</p> <p>An indicative example can be found in Technical Annex K (Example material).</p>

Identifier	Deliverable
D2.10	<p>Infrastructure Request for Change (RfC)</p> <p>The request for change summarises the release and describes how it is deployed, verified and rolled back if needed. This document constitutes the handshake between the Contractor and the Infrastructure Contractor.</p> <p>An indicative example can be found in Technical Annex K (Example material).</p>
D2.11	<p>Release deployed to the production environment</p> <p>A Release Package has been successfully deployed by the Infrastructure Contractor with support by the Contractor. The deployment process includes running a set of defined smoke tests to verify that the deployment was successful.</p>
D2.12	<p>Service Desk Ticket (Ticket)</p> <p>The Infrastructure Contractor, or ECDC, will assign service desk tickets (e.g. incidents and requests) to the Contractor for follow up. Such tickets shall be maintained up to date including correct and appropriate documentation.</p> <p>An indicative example can be found in Technical Annex K (Example material).</p>
D2.13	<p>SCV/WIM Work Item (e.g. Defect Work Item)</p> <p>The day to day interaction between ECDC and the Contractor will be based on SCV/WIM work items (e.g. requirements and defects). In addition to the Contractor, work items may be created by ECDC, and/or by the Infrastructure and/or Quality Assurance Contractors.</p> <p>An indicative example of a requirement and a defect can be found in Technical Annex K (Example material).</p>
D2.14	<p>Takeover Report (TR)</p> <p>A report summarising the Takeover activities including concerns such as takeover summary, list of deliverables, KPI status for relevant products, lessons learned, and post-takeover actions.</p>
D2.15	<p>Handover Report (HR)</p> <p>A report summarising the Handover activities including concerns such as handover summary, list of deliverables, lessons learned, and post-handover actions.</p>
D2.16	<p>Certification of Destruction (CoD)</p> <p>A, by the Contractor signed, document certifying that all relevant information and software has been destroyed as described in 2.3.6.</p>

Note: The format and template of the deliverables may evolve over the contract duration in mutual agreement between ECDC and the contractor.

2.4.18 Service hours

Every year the ECDC calendar is approved by the ECDC Director. This calendar defines all Saturdays and Sundays as non-working days, plus a number of bank holidays (18 in previous years, although this is subject to change). The remaining days of the year are all considered normal working days. The contractor is expected to be available between 09:00 and 17:00 Swedish time on working days.

Under exceptional circumstances (e.g. Public Health Emergency, support to the Infrastructure Contractor outside working hours, critical corrective maintenance, or business

continuity operations), key resources may be requested to be on call outside the normal work hours described above (incl. weekends and ECDC holidays). On-call status will not give rise to any additional cost. ECDC reserve the right to classify a situation as exceptional. The number of exceptional events will not exceed 10 calendar/person days per year.

2.4.19 Place of performance of the contract

All tasks will be performed at the Contractor's premises, unless indicated otherwise.

All service delivery facilities (incl. those used by sub-contractors) must be located in the EU.

A small number of desks at the ECDC premises can be made available to the Contractor, if justified and agreed in advance, either for limited period of time or more permanently.

2.4.20 Intellectual property rights

Intellectual property rights are described in Annex I (article II.13).

2.5 Ordering of services

The Ordering process covers the period from the sending of a request by ECDC to the signature of a Specific Contract or Order Form.

Software Development Services is a multiple Framework Contract. The Specific Contracts and Order Forms can be awarded through two mechanisms:

Work stream:	Mechanism:
New Software	<p>Cascade</p> <p>For New Software, the "cascading mechanism" is restricted to requests corresponding to projects of low value. The total price of a New Software project awarded through the cascade mechanism (with one or several requests) can never exceed 80,000 EUR. This option should only be chosen where the value of the project to be awarded is below the limit. In all other cases, the reopening of competition mechanism must be used.</p>
	<p>Reopening of competition</p> <p>Where the value of the request is higher than the defined threshold, Specific Contracts should be awarded following reopening of competition between all contractors awarded for FWC under the same procurement procedure.</p> <p>ECDC reserves the right to use reopening of competition for New Software, even when the conditions for using cascade are fulfilled.</p>
Other work streams	Cascade

Technical Annex L (Ordering process) describes the ordering process in detail.

2.6 The delivery process

The Delivery process covers the period from the signature of a Specific Contract or Order Form to the acceptance of the deliveries.

2.6.1 Fixed-Price contracts

The following conditions apply:

- The deliverables must be on time, and conform to the specifications as described in the Specific Contract or Order Form and as complemented, where relevant, by the contractor's respective offer.
- The work is normally performed off-site, typically on the Contractor's premises.
- Following performance of the work, meetings with members of the Contractor's team can be required without any additional cost for ECDC.
- The invoicing is based on ECDC's acceptance of the deliverables (and not on the effective workload of the Contractor's resources).
- A warranty (corresponding to a free of charge repair or replacement on ECDC's premises) applies to the deliverables accepted by ECDC.

2.6.2 Quoted Time & Means contracts

The following conditions apply:

- ECDC will provide the Contractor with a detailed description of each requirement. The contractor will send ECDC a proposal for the execution of each requirement split into tasks/subtasks (including the workload and time schedule) on the basis of a number of activity-days or person-days for the corresponding activities or profiles. When agreement with ECDC has been reached on the acceptability of the separate deliverables or performance of separate tasks or subtasks, a Quoted Time & Means Form (hereafter referred to as "QTM Form") is signed by both parties. Only agreed costs for the specified tasks are chargeable, after acceptance by ECDC.
- The (sub-)tasks in scope for a QTM Form must be delivered on time, and conform to the specifications as described in the Specific Contract and QTM Form and complemented by the contractor's (sub-)task offer accepted by ECDC.
- The work is normally performed off-site, typically on Contractor's premises.
- Following performance of the work, meetings with members of the Contractor's team can be required without any additional cost for ECDC.
- The invoicing is based on the acceptance of the (sub-)tasks by ECDC (and not on the effective workload).
- A warranty (corresponding to a free of charge repair or replacement at ECDC's premises) applies to the (sub-)tasks accepted by ECDC.

2.6.3 Time & Means contracts

Time & Means (TM) is expected to be used only in exceptional cases that require a level of timeliness and/or flexibility that cannot be achieved by other contract types, and usually in combination with New Software and / or Further Development Specific Contract.

The following scenarios are anticipated:

▪ **Urgent development needs**

The ordering of T&M can be used in case of urgent development needs, e.g. in the case of Public Health Emergency (PHE). It is often not possible to provide a precise specification of the change(s) up-front for which the use of T&M provide a good fit. The development needs are always directly associated with a specific IT Product, which is maintained by the “Maintenance Contractor”, who has all the required technical infrastructure and knowledge at hand to immediately commence the development activities.

▪ **Additional requests to a Fixed-Price contract**

The ordering of T&M can be used to cover change requests identified by ECDC that cannot be accepted by the Contractor within the Fixed-Price / QTM scope. These activities are hence directly associated with an existing Specific Contract and a specific Contractor to whom the Order Form will be sent.

In a Time & Means order ECDC specifies in an Order Form the profile and number of work days or hours to be delivered with an expected timing.

Time & Means contracts are limited to **40 working days** per order and requested profile.

Based on the confirmation of the contractor with which the associated Specific Contract is established, an Order Form is signed which covers the time and means originally described with their respective profile prices.

The following conditions apply:

- The work is performed under ECDC supervision and control.
- All services must be delivered by existing members of the service delivery team for the product (in case of PHE) or the associated Specific Contract (in case of additional request to an existing contract), unless otherwise agreed with ECDC.
- The consultant(s) shall provide ECDC with a weekly progress summary.
- The Contractor shall provide all deliverables in the form and format specified by ECDC and shall guarantee their integration into the target technical environment.
- The work is performed on-site or off-site as requested by ECDC in the Order Form.
- The invoicing is based on time sheets and certification of conformity accepted by ECDC (i.e. the effective workload of the Contractor's resource(s)).

2.7 Framework Contract kick-off meeting

This section applies only to the Maintenance Contractor. A kick-off meeting will be organised with the 2nd (or 3rd) ranked contractor in case of termination of the Framework Contract with the 1st (and 2nd) ranked contractor.

The start of the Framework Contract will be formalised by a kick-off meeting which shall take place at ECDC within ten (10) working days, or later if mutually agreed, following the signature of the Framework Contract by both parties.

No later than three (3) working days before the kick-off meeting a detailed presentation of the service delivery team and a detailed version of the service delivery plan shall be provided by the contractor for validation by ECDC.

The objectives of the kick-off meeting is to:

- Present and validate the service delivery plan. Align the service delivery plan with ECDC’s internal processes, interfaces, and standards (see 2.4.14).
- Formalise the composition of the core service delivery team (see 2.4.6).
- Formalise the estimation methodology (see 2.9.2).
- Formalise the list of Service Indicators (SI) (see 2.4.16).
- Formalise the monthly Service Report template (see Technical Annex E, Service Reporting Requirements).
- Align and agree on the terms of reference of the SLA governance (complementing the terms of reference described in Technical Annex D (Draft Service Level Agreement)).
- Establish a Framework Contract implementation plan.

All meeting deliverables will be accepted as per the Acceptance Mechanism (described in 2.4.12) with the parameters D1 = D2 = D3 = five (5) working days, and where T0 is the last day of the kick-off meeting. The Contractor may be requested to provide additional information or introduce modifications to the meeting documentation.

The kick-off meeting is not covered by a Specific Contract nor an Order Form, but is organised at the Contractor’s own cost.

2.8 Minimum requirements

The follows aspects are essential for the offer as well throughout the contract execution:

- i. The Contractor must have the capacity to carry out in parallel several individual Specific Contracts and Order Forms (as defined in the tabled indicatory example below) and must be capable of providing the services ordered in a given time and with a high degree of quality (i.e. in compliance with SLA targets, see Technical Annex D, Draft SLA).

Quantity:	Unit:	Work stream:
3	Order Forms	Takeover
1	Order Form	Basic Maintenance
1	Specific Contract	New Software
2	Specific Contracts	Further Development

- ii. Compliance with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014.
- iii. All the Contractor’s personnel (regardless of subcontracted or not) meet the ‘General requirements for all profiles’ as described in Technical Annex C (Profile listing).
- iv. Compliance with the Key Performance Indicators (KPI) as listed in Technical Annex D (Draft Service Level Agreement).
- v. Compliance with the configuration management controls as described in 2.4.7.
- vi. Compliance with the security controls as described in 2.4.13.
- vii. All service delivery facilities (incl. those used by sub-contractors) must be located in the EU/EEA.
- viii. All data must be stored and processed inside the EU/EEA, and under EU regulation.

2.9 Prices

2.9.1 Pricing model

The following Price Elements are expected and communicated by the tenderer using Annex II (Financial proposal):

1. Price Element 1: Resource pricing matrix

The Price Element is restricted to the New Software and Further Development work stream.

The resource pricing matrix describes the maximum price per work day and profile as illustrated by the below table:

Id	Profile	Reference to FWC Profile (see 2.4.6)	Price per intramural day	Price per extramural day
<i>For example only...</i>				
1	Analyst	Business Analyst	X €	Y €
...				

2. Price Element 2: Third line support

The Price Element is restricted to the Basic Maintenance work stream.

A Fixed-Price covering all activities related to third line support during one (1) calendar month, regardless of the number of tickets and the associated effort to follow these up. Find relevant historical data in Technical Annex G.

*Note that fractions of a month may be ordered in case a month is calculated as 30 calendar days (e.g. the price for the period between 15-28 February would be (14 days in the period / 30 days in a standard month) * [Price Element 2]).*

3. Price Element 3: Corrective maintenance

The Price Element is restricted to the Basic Maintenance work stream.

The Fixed-Price for one “defect point” where:

- Low effort defect = 1 (one) defect point;
- Medium effort defect = 2 (two) defect points, and;
- High effort defect = 4 (four) defect points.

All activities related to corrective maintenance are included (until the defect is fixed in the production environment) for one (1) defect reported through the third line support, regardless of the actual effort associated.

ECDC will pre-order an envelope of a fixed number of defect points. The consumption will be monitored as part of the service review. Each defect is only charged once regardless of how many times the defect regress in later development.

Note that defects followed up and fixed during the warranty period do not carry any cost for ECDC, and will be fixed outside the envelope of defect points.

4. Price Element 4: Takeover

The Price Element is restricted to the Takeover work stream.

A Fixed-Price by category (Low, Medium and High complexity) for one product covering all activities and deliverables related to the takeover, as described in 2.3.5.

Refer to Technical Annex B (IT Product listing) for a definition of low, medium and high complexity.

5. Price Element 5: Handover

The Price Element is restricted to the Handover work stream.

A Fixed-Price by category (Low, Medium and High complexity) for each product covering all activities and deliverables related to the handover, as described in 2.3.6.

The Price Element is considered a maximum price, where a lower price may be offered as part of an offer for New Software in reopening of competition. The lower price can then be used when ordering the handover associated with that particular offer.

Refer to Technical Annex B (IT Product listing) for a definition of low, medium and high complexity.

6. Price Element 6: Overhead

The Price Element applies to all work streams.

The price as a percentage (%) on top of the above described Price Elements, covering all activities and deliverables related to, but not limited to, the below listed activities as described in 2.4:

- i. Contract Management
- ii. Demand and Capacity Management
- iii. Framework Contract Management (incl. meetings organisation)
- iv. Reporting
- v. Continuous service improvement process
- vi. Service Management
- vii. IT & information security
- viii. Maintaining the technical infrastructure

This Price Element is optional. If the prices proposed by the tenderer already cover the above activities then the Price Element can be proposed as 0 %.

2.9.2 Estimation methodology

In addition to the above Price Elements, the tenderer must propose a method for estimating the cost, effort and complexity of software development as part of the tender offer. The estimation methodology will be used for the New Software and Further Development work streams when establishing Specific Contracts and QTM Forms.

The estimation methodology must fulfil the following requirements:

- It must enable ECDC to understand how the estimation was made and assess its validity;
- It must include a breakdown of the estimation (e.g. by functional area, phase, task, sub-task, profile etc.) to facilitate a discussion on scope and priority;

- It must enable ECDC and the Contractor to objectively discuss and jointly refine the estimations produced by the Contractor;
- Any assumptions made as part of the estimation must be clearly documented, and validated by ECDC;
- It must clearly and objectively translate into working days of the service delivery team.

The methodology will be agreed as part of the initial kick-off meeting of the Framework Contract. Changes to the estimation methodology can be discussed and agreed by the Steering Committee.

2.9.3 Currency of tender

The Financial Proposal Form in **Annex II** must be used to submit a tender.

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

2.9.4 All-inclusive prices

The tenderer may use Price Element 6 (Overhead) to cover activities that are not covered by other Price Elements (see 2.9.1). Price Element 6 is included in the total price of the tender.

Prices submitted in response to this tender will be considered as maximum prices and must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply and installation, maintenance, travel, subsistence, etc.). No expenses incurred in the performance of the services will be reimbursed separately by ECDC.

2.9.5 Price revision

Prices submitted in response to this tender shall be fixed and not subject to revision for Specific Contracts and Order Forms concluded during the first year of performance of the Framework Contract.

From the beginning of the second year of performance of the Framework Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the Framework Contract became effective.

Specific Contracts and Order Forms shall be concluded on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

See Article II.20 "Price revision" in Annex I – Draft contract for the formula used for the calculation of the price revision.

2.9.6 Costs involved in preparing and submitting a tender

ECDC will not reimburse any costs incurred in the preparation and submission of a tender. Any such costs must be paid by the tenderer.

2.9.7 Protocol on the Privileges and Immunities of the European Union

The Centre 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 Privileges and Immunities of the European Union. Tenderers must therefore quote prices which are exclusive of any taxes and duties.

2.9.8 Payments

The distribution of payments and the mandatory reporting is detailed in Annex I – Draft Contract.

2.9.9 Financial guarantees

ECDC may require a pre-financing guarantee or a performance guarantee from the Contractor chosen as a result of this tendering procedure. When such guarantee is requested, the specific conditions related to the provision of a guarantee are included in the draft contract (Annex I). The costs for the guarantee shall be borne by the Contractor.

3 Exclusion and selection criteria

3.1 Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex III), duly signed and dated by an authorised representative of the tenderer, stating that they are not in one of the situations of exclusion listed in the Annex III.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex III before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender.

The contracting authority may waive the obligation for a tenderer to submit documentary evidence if such evidence has already been submitted for another procurement procedure and provided the documents were issued not more than one year earlier and are still valid. In such cases, the candidate or tenderer must declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, provide reference to that procedure, and confirm that there has been no change in the situation.

3.2 Selection criteria

All tenderers shall provide the declaration on their honour (see Annex III), duly signed and dated by an authorised representative of the tenderer, stating that they fulfil the selection criteria applicable to them.

3.2.1 Legal capacity

Requirement

A tenderer is asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

The tenderer shall provide a duly filled in and signed Legal Entity Form (see **Annex VIII**) accompanied by the documents requested therein.

Where the tenderer has already signed another contract with ECDC, they may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime.

3.2.2 Economic and financial capacity

Requirement

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

The tenderer must have for each of the past three financial years for which accounts have been closed, an average annual turnover of at least EUR 3,000,000¹⁰ (three million).

Evidence required

For-Profit Organisations (whose primary goal is making a profit) shall provide, as part of their tenders:

- duly completed and signed Simplified Financial Statement, available in Annex VI
- copy of the profit & loss account and balance sheet for the last three years for which accounts have been closed.

Non-Profit Organisations (formed for the purpose of serving a public or mutual benefit other than the pursuit or accumulation of profits for owners or investors) shall provide, as part of their tenders:

- duly completed and signed Simplified Financial Statement, available in Annex VI,
- copy of the statement of financial activities and statement of the financial position for the last three years for which accounts have been closed.

Public sector entities (including public universities and international organizations), which according to the law of the country in which they are established are NOT required to publish balance sheets, shall:

- complete line 14 (Revenue) of the Simplified Financial Statement only (version for non-profit organisations) available in Annex VI,
- provide extracts from their last three budgets (including the current one) as evidence of their average budget amounting to at least EUR 3,000,000 (three million) which satisfy the requirements under the Simplified Financial Statement.

Individuals shall:

- only complete line 14 (Revenue) of the Simplified Financial Statement (version for non-profit organisations), available in Annex VI
- provide extracts from any available documents (e.g. income tax returns) as evidence on their average income for the last three financial years amounting to at least EUR 3,000,000 which satisfy the requirements under the Simplified Financial Statement.

When completing the Simplified Financial Statement tenderers are requested to observe the following:

1. It must be signed by the authorised representative of the tenderer or tendering entity.
2. In the case of a consortium submitting a tender, or in cases of subcontracting (if the tenderer relies on the capacities of subcontractor(s) to fulfil economic and financial requirement), the Simplified Financial Statement must be included in the tender for all consortium partners and subcontractors.
3. ECDC reserves the right during the tendering process and before award of contract to request further evidence of the tenderer's compliance with the economic & financial capacity requirement. In this instance copies of official financial statements (e.g. balance sheets and profit & loss accounts or financial position and financial activities statements)

¹⁰ In the case of tenderers from outside Eurozone, ECDC will calculate amounts of turnovers using exchanges rates for December of the relevant financial year as published in the Official Journal of the European Union:

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm.

for up to three financial years may be requested or any other document enabling ECDC to verify the tenderer's economic and financial capacity.

4. If additional evidence is not provided in response to ECDC's request within the deadline specified, or if the information provided is proved false, ECDC reserves the right to reject the tender as non-compliant with selection criteria.

3.2.3 Technical and professional capacity

Requirement(s)

To pass the selection phase:

- The tenderer must have an ISO 9001 certification or equivalent at the time of submitting the offer for the parts of the organisation(s) and location(s) that will be used by the tenderer to deliver services to ECDC under the Framework Contract.
- The tenderer must present three relevant references of the provision of services in customer engagements similar in scope, nature and complexity to those relevant for this tender. Previous experience in providing similar services within the Microsoft .Net family of technology must be demonstrated.
- The tenderer must have sufficient personnel capacity (minimum 30 persons) for the execution of the service, excluding profiles not relevant to the delivery of this FWC.
- The tenderer must demonstrate that it can provide personnel that meet all profiles defined in this tender.

Evidence

To pass the selection phase the following evidence is required (in total four separate documents):

- **Evidence of ISO 9001:** The tenderer must provide evidence of ISO 9001, or equivalent, for the parts of the organisation(s) and location(s) that will be used by the tenderer to deliver services to ECDC under the Framework Contract.

Tenderers shall provide evidence in the form of copy(ies) of certificate(s), accompanied with information about the certificate, or any equivalent evidence, including (i) the certificate / document identifier, (ii) the issuing authority and issuing date (if relevant), and (iii) an explanation of which party the certificate applies to, and which parts of the organisation(s) and location(s) are covered by the certificate, and what services those parts will be delivering to ECDC.

The ISO 9001 certification, or equivalent, must be valid at the time of submitting the offer for this procurement procedure.

- **Proof of three (3) relevant References:** A short description detailing the methodologies / tools / technologies / IT products involved (maximum of one (1) A4-pages per reference, font Calibri, size 11) with annex of signed reference letter by client.

The referenced contract must provide services mainly within the Microsoft .Net family of technology.

The minimum volume of each referenced contract must be at least 250 man-days, out of which the minimum number of days executed in the Contractor's premises (regardless of the contracting mode) of each referenced contract must be at least 70 %.

Each referenced contract must have been performed during a minimum period of 6 months during the period from 2015-01-01 to 2017-12-31.

ECDC cannot be used as a reference in order to ensure equal treatment of tenderers.

ECDC may request statements issued by the clients, public or private, as supporting documents for each contract reference. These documents should be ready to be provided within three to five working days of the request. The contact persons for the customers indicated in the reference may be contacted in the context of this call for tenders.

- **Personnel overview:** A description of the tenderer's personnel tally (incl. subcontractors) for 2016 and 2017 for the following profile grouping and break down (maximum of two (2) A4-pages, font Calibri, size 11):
 - Group 1: Personnel with relevance to this FWC:
 - Project Managers
 - Business Analysts and Web / UX Designer
 - System Analysts and Developers
 - Application Testers
 - System Administrators
 - Technical Writers
 - Group 2: Other personnel.

The count (i.e. number of personnel that fit the category) for group 1 must exceed 30 persons for both years.

- **Team profiles:** The tenderer must provide sample CVs (maximum of three (3) A4-pages per CV using the Europass CV format¹¹, font and font size as per template) of its personnel meeting the requirements defined in Technical Annex C (Profile listing). The following profiles must be demonstrated:
 - 1 x Account Manager
 - 1 x Service Manager
 - 2 x Project Manager
 - 2 x Business Analyst
 - 2 x System Analyst
 - 1 x Web / UX Designer
 - 2 x System Developer (.Net developer specialisation)
 - 2 x Application Tester
 - 2 x System Administrator
 - 1 x Technical Writer

¹¹ Europass CV instructions: https://europass.cedefop.europa.eu/sites/default/files/europass_cv_instructions_en.pdf
Europass CV template: https://europass.cedefop.europa.eu/sites/default/files/ecv_template_en.doc

4 Award of the contract

Tenders are opened and evaluated by a committee, possessing the technical and administrative capacities necessary to give an informed opinion on the tenders. The committee members are nominated on a personal basis by ECDC under guarantee of impartiality and confidentiality. Each of them has equal voting rights.

4.1 Technical proposal

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the terms of reference. To this end, the technical proposal shall contain the following information to allow evaluation of the tender according to the technical criteria mentioned in section 4.2 (in total three separate documents):

1. **Service Delivery Plan (SDP):** A document of maximum of 40 pages (A4 format, font Calibri size 11) presenting the tenderer's proposal for a service delivery plan to be used during the execution of the FWC.

The document should be structured and cover information as follows:

1. Introduction

[Any information deemed appropriate to introduce.]

- 1.1. *[As defined by the tenderer...]*

2. Service Delivery Approach

[Description of e.g. common principles or common elements pertaining to the service delivery approach. Description of how the tenderer will ensure that deliverables correspond to the terms of reference (e.g. stakeholder requirements and high-level design), as well as technical standards and guidelines provided by ECDC.]

- 2.1. Service Delivery Team Composition and Organisation

[Description of how the tenderer intends to organise the service delivery team. Describe how the core and extended service delivery team will be composed in regards to profiles and with reference to numbers of specific Full Time Equivalent members of staff and non-staff. Describe the teams' dedication to ECDC as a sole customer.]

- 2.2. Service Delivery Site, On vs. Off-site, and Communication with ECDC

[Description of the premise(s) that the tenderer is proposing for the service delivery. Describe any difference in physical location between service delivery team members, and when and how the service delivery team will be present on-site in ECDC's premises. Describe the means of communication (e.g. Skype video conferencing) proposed to interact with ECDC, if not on-site, and the tenderer's mitigation strategy to reduce the risk of miscommunication with ECDC and within the team.]

- 2.3. Estimation Methodology

[Description of the process proposed by the tenderer for providing estimations to ECDC as basis for Specific Contracts and QTM Forms. Include information about the technics/methodology you plan to use in order to propose quality estimates. The proposal must conform to requirements outlined in 2.9.2.]

- 2.4. Requirement Management

[Description of the process proposed by the tenderer for documenting, analysing, tracing, prioritizing and agreeing on requirements and then controlling change and

communicating to relevant stakeholders. Description of how the tenderer will ensure that the requirements comply with terms of reference (stakeholder requirements as well as standards and guidelines provided by ECDC).]

2.5. Technical Design and Technical Documentation

[Description of the process proposed by the tenderer for creating the detailed technical blueprint for a new software or a software change. Describe the artefacts (e.g. UML diagrams) and the level of detail deemed sufficient for the implementation activities to commence. Description of how the tenderer will ensure that the technical design comply with terms of reference (solution requirements, high-level design as well as standards and guidelines provided by ECDC). Description of how the tenderer will ensure that the source code complies with the technical design.]

2.6. Development Methodology

[Detailed description of the development methodology proposed by the tenderer. Specify in particular how ECDC will be involved in development activities. Describe how the methodology supports the various work streams. Describe the activity of code review and how it will support and extend rules and guidelines provided by ECDC.]

2.7. Software Testing

[Description of the software testing and quality assurance process proposed by the tenderer. Describe how the ECDC Test Strategy (Technical Annex F) will be implemented and supported. Describe how the tenderer will mitigate the risk of issues identified after the release has been packaged and sent to the Infrastructure Change Management.]

2.8. Release Process and Infrastructure Change Management

[Description of the tenderer's proposal on how to package, re-verify and communicate a release, as well as support the Infrastructure Change Management process in regards to ensure that the release will be efficiently tested and deployed to the production environment, incl. related changes to the technical infrastructure.]

2.9. Third Line Support

[Description of the tenderer's proposal to deliver third line support services. Description of how the tenderer will implement the dispatcher / single point of contact, how to ensure that urgent tickets are followed up without delay, and how to prevent "bouncing tickets".]

2.10. Corrective Maintenance

[Description of the tenderer's proposal to deliver corrective maintenance services. Describe the mechanism to ensure that defects are followed up without delay and in compliance with the SLA.]

2.11. Tools

[General description of the tools proposed to be used. Detailed description of the proposed Source Control Versioning and Work Item Management (SCV/WIM) solution, incl. work item types. Describe how ECDC and other stakeholders (e.g. Infrastructure Contractor) will have access to said tools.]

2.12. Technical Infrastructure

[Description of the technical infrastructure (incl. environments) the tenderer is proposing for development and testing activities. Describe how ECDC and other stakeholders (e.g. IT Quality Assurance Contractor) will have access to said environments. Description of the strategy proposed by the tenderer to ensure that the technical environments are kept "production like", and risk mitigation strategy proposed against issues identified

during third-party, infrastructure and UAT testing pertaining to differences in the technical environment.]

3. Service Management Approach

3.1. Framework Contract Management Team

[Description of how the tenderer intends to organise the team that will have the overall management and coordination of the service provision. Describe how the team will be organised (with reference to numbers of specific Full Time Equivalent members of staff vs. non-staff) that will ensure tasks such as administrative support for the management of the Framework Contract, answering requests of clients, invoicing and interfacing with ECDC.]

3.2. Demand Management

[Description of the process that you would implement to prepare your offers from the reception of the requests, incl. Request for Services, QTM Forms, and Order Forms until the submission of your proposals/offers to ECDC. Description of how other types of demands and demand forecasts will be managed. Description of how the tenderer intends to manage priorities between different requests during the execution of the Framework Contract.]

3.3. Capacity Management

[Description of the mechanism used to ensure the capacity is aligned with the demand.]

3.4. Knowledge Management

[Description of knowledge services available to the service delivery team (e.g. knowledge base) and how the tenderer propose to maintain their knowledge skills up to date – with the industry and with ECDC subject matter knowledge. The tenderer’s learning and development strategy should be described. Description of the tenderer’s knowledge base and how it will be accessible and available to the service delivery team(s), to ECDC, and to the Infrastructure Contractor.]

3.5. IT Security

[Description of the security- and confidentiality-related practices you will put in place when executing the Framework Contract (e.g. concerning personnel, infrastructure and electronic communications). Description of (i) the Information Security Management System (ISMS) and (ii) security roles and responsibilities within the organization, and (iii) the access control policy for facilities, sites, network, system, application and information/data access (including physical, logical and remote access controls). If the tenderer can offer an escrow agreement with a trusted external party this should be described.]

4. Other Topics

4.1. *[As defined by the tenderer...]*

2. **Takeover and Handover Plan:** A document of maximum of 20 pages, A4 format, font Calibri size 11 presenting the tenderer's proposal for a takeover and handover plan with regard to this call for tenders at the beginning and the end of the FWC.

The document should be structured and cover information as follows:

1. Introduction

[Any information deemed appropriate to introduce.]

 - 1.1. *[As defined by the tenderer...]*
2. Takeover Approach
 - 2.1. Planning

[Provision of a project plan that details concrete tasks (incl. description) to be executed to achieve the successful takeover of the product as-is. Describe what the tenderer considers to be the most relevant risks and their mitigations. The plan shall also describe the allocation of (human) resources, estimated effort in man/days per profile, per activity and in total. The proposal must propose at what point the transfer of responsibility occurs, after which the Contractor will start performing Basic Maintenance services under the Basic Maintenance Order Form.]
 - 2.2. Deliverables

[A list and description of the expected deliverables.]
 - 2.3. Reporting and Meetings

[Description of how the Contractor will report the progress of the takeover as well as any meeting expected to ensure the transfer.]
 - 2.4. Standards, Methodology and Tools

[Description of any relevant standards, methodology and tools associated with the takeover.]
 - 2.5. Technical Infrastructure

[A description of how the tenderer will setup the technical infrastructure and how the previous maintenance party is expected to be involved.]
 - 2.6. Knowledge Management Activities

[Description of how relevant knowledge will be transferred in order to ensure the successful transfer of a product and the teams' capability to deliver quality services.]
3. Handover Approach
 - 3.1. Planning

[Provision of a project plan that details concrete tasks (incl. description) to be executed to achieve the successful takeover of the product as-is. This shall include what the tenderer consider to be the most relevant risks and their mitigations. The plan shall also describe the allocation of (human) resources, estimated effort in man/days per profile, per activity and in total.

The proposal must take into account both the scenarios where (i) the tenderer is not the Maintenance Contactor and must hand over New Software to that contractor at the end of the warranty period, and (ii) where the tenderer is the Maintenance Contractor and must handover all products at the end of the Framework Contract.]
 - 3.2. Deliverables

[A list and description of the expected deliverables.]

3.3. Reporting and Meetings

[Description of how the Contractor will report the progress of the takeover as well as any meeting expected to ensure the transfer.]

3.4. Commitments

[Description of any commitments the tenderer would be willing to offer (e.g. commitments associated to the first release under the responsibility of the future contractor).]

3.5. Knowledge Management Activities

[Description of how relevant knowledge will be transferred in order to ensure the transfer of a product.]

4. Other Topics

4.1. *[As defined by the tenderer...]*

3. **Quality Management, Governance and Reporting:** A document of maximum of 40 pages (A4 format, font Calibri size 11) presenting the tenderer's proposal for a Service Level Agreement, and related topics such as governance, quality management and reporting to be used during the execution of the FWC.

The document should be structured and cover information as follows:

1. Introduction

[Any information deemed appropriate to introduce.]

2. Quality Management

2.1. General Description

[General overview of the tenderers Quality Management process. Description of the quality control and quality assurance measures that the tenderer would offer to put in place to ensure the quality of the deliverables you will provide to the ECDC.]

2.2. Methodology and Standards

[Description of industry recognised methodologies and standards used by the tenderer.]

2.3. Continuous Service Improvement Process

[Detailed description of the proposed Continuous Service Improvement Process. Describe how the relevant measures (KPIs and SIs) support the process.]

2.4. Service Indicators (SI)

[Describe the tenderer's proposed list of Service Indicators. Include the following information: Code, name, measurement objective, area, definition (incl. clear metrics), measurement period, measurement method, and target (see Technical Annex D, §17 for definition). ECDC has provided a suggested list of Service Indicators in Technical Annex E (Service Reporting Requirements).

Note that the list of Service Indicators will be finalised and agreed as part of the FWC kick-off meeting.]

2.5. Measurement and Analysis

[Describe how relevant measures (KPIs and SIs) are collected, monitored, analysed and reported. Describe the tools used, which of the measures they support as well as the level of atomisation. Describe the frequency of when measures are followed up and how.]

3. Governance

[Description of the proposed governance for the Framework Contract and related orders. Description of how the tenderer intends to organise the process of reporting on activities for the Framework Contract in conformity with the Service Requirements and the Service Level Agreement.]

4. Service Report

[Describe the tenderers proposal of the monthly Service Report. The proposal should implement the service reporting requirements outlined in Technical Annex E. Use mock data to concretely exemplify the different reporting chapter and sections. It is recognised that a full report cannot be included in the offer, but the proposal must sufficiently communicate how an example Service Report would look.

Note that the Service Report template will be discussed and finalised as part of the FWC kick-off meeting.]

5. Other Topics

5.1. *[As defined by the tenderer...]*

The information in the technical proposal must be consistent with the terms of reference and must be signed by the tenderer.

4.2 Technical evaluation

The quality of technical tenders will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below.

No	Criteria	Max points
1.	<p>The tenderer's Service Delivery Plan will be evaluated, considering the following. Adequacy, relevance, fit for purpose and effectiveness of the proposed approach.</p> <ul style="list-style-type: none"> • Service Delivery Approach: <ul style="list-style-type: none"> ○ Service Delivery Team Composition and Organisation, 50 p ○ Service Delivery Site, On vs. Off-site, and Communication with ECDC, 25 p ○ Estimation Methodology, 50 p ○ Requirement Management, 50 p ○ Technical Design and Technical Documentation, 25 p ○ Development Methodology, 75 p ○ Software Testing, 25 p ○ Release Process and Infrastructure Change Management, 25 p ○ Third Line Support and Corrective Maintenance, 75 p ○ Tools and Technical Infrastructure, 50 p 	450

<p>2.</p>	<p>The tenderer's Service Delivery Plan will be evaluated, considering the following. Adequacy, relevance, fit for purpose and effectiveness of the proposed approach.</p> <ul style="list-style-type: none"> • Service Management Approach: <ul style="list-style-type: none"> ○ Framework Contract Management Team, 25 p ○ Demand Management, 25 p ○ Capacity Management, 25 p ○ Knowledge Management, 50 p ○ IT Security, 25 p 	<p>150</p>
<p>3.</p>	<p>The tenderer's Takeover and Handover Plan will be evaluated, considering the following. Adequacy, relevance, fit for purpose and effectiveness of the proposed approach.</p> <ul style="list-style-type: none"> • Takeover: 75 p <ul style="list-style-type: none"> ○ Planning, Deliverables, and Reporting and Meetings, 40 p ○ Standards, Methodology and Tools, and Technical Infrastructure, 10 p ○ Knowledge Management Activities, 25 p • Handover: 75 p <ul style="list-style-type: none"> ○ Planning, Deliverables, and Reporting and Meetings, 40 p ○ Commitments, 25 p ○ Knowledge Management Activities, 10 p 	<p>150</p>
<p>4.</p>	<p>The tenderer's Quality Management, Governance and Reporting will be evaluated, considering the following. Adequacy, relevance, fit for purpose and effectiveness of the proposed approach.</p> <ul style="list-style-type: none"> • Quality Management: 150 p <ul style="list-style-type: none"> ○ General Description, and Methodology and Standards, 25 p ○ Continuous Service Improvement Process, and Service Indicators, 75 p ○ Measurement and Analysis, 50 p • Governance, 50 p • Service Report, 50 p 	<p>250</p>
<p>TOTAL</p>		<p>1000</p>

Only tenders scoring **700 points** or more (of a maximum of 1000) points against the technical award criteria will have their financial proposal evaluated.

Tenders scoring less than **60%** for any award criterion will be deemed to be of insufficient quality and eliminated from further consideration.

4.3 Financial proposal

The financial proposal should be presented in the format found in **Annex II**.

4.4 Choice of the selected tender

The contract will be awarded to the tenderer offering the best value for money, taking into account the awarding criteria listed above. No award criteria and sub-criteria other than those detailed above will be used to evaluate the tender.

The weighting of quality and price will be applied as follows:

Score for tender X	=	<u>Cheapest price</u>	*	1000	*	30 (in %)	(in	+	Total quality score (out of 1000) for all criteria of tender X	*	70 (in %)
		Price of tender X									

“Price of tender X” is the “Total cost for Framework Contract” as calculated in the financial scenario of Annex II (Financial proposal form)

Note that the calculated “Total cost for Framework Contract” cannot, under any conditions, exceed the estimated maximum value of the FWCs as stipulated in 1.11. Offers exceeding the estimated maximum value will be considered disqualified.

4.5 No obligation to award

Completing the procedure of the call for tenders in no way imposes on ECDC an obligation to award the contract. ECDC shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted, nor shall ECDC be liable when deciding not to award the contract.

4.6 Notification of outcome

Each tenderer will be informed in writing about the outcome of the call for tender.

If tenderers are notified that a tender has not been successful, tenderers may request additional information by mail. At the discretion of ECDC, this information can be given in a follow-up letter providing further details in writing, such as the name of the tenderer to whom the contract is awarded and a summary of the characteristics and relative advantages of the successful tender. However, ECDC would like to stress that it is not free to disclose any information affecting the commercial interests of other tenderers.

4.7 Award criteria for Specific Contracts under reopening of competition

The following criteria are used:

No	Criteria	Max points
1.	Quality of the technical solution proposal	50
2.	Quality of the proposed service delivery team	30
3.	Quality of the proposed delivery plan	20
	TOTAL	100

Remark: ECDC may define sub-criteria under each particular request for services and evaluate contractors' compliance with those sub-criteria by way of evaluating the tender offer.

Only tenders scoring **70 points** or more (of a maximum of 100) points against the technical award criteria will have their financial proposal evaluated.

Tenders scoring less than **60%** for any award criterion will be deemed to be of insufficient quality and eliminated from further consideration.

The specific contract will be awarded to the tenderer offering the best value for money, taking into account the awarding criteria listed above and the financial proposal of the specific tender.

The weighting of quality and price for specific contracts will be applied as follows:

Score for tender X	=	$\frac{\text{Cheapest price}}{\text{Price of tender X}} * 100 * 40$ (in %)	+	Total quality score (out of 100) for all criteria of tender X	* 60	(in %)
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The “Price of tender X” is the price described in the financial offer to the request for service, incl.:

- **The software development, and;**
- **The handover to the Maintenance Contractor indicated (and ordered) separately.**

Each tenderer will be informed in writing about the outcome of the call for tender.

List of Annexes

Annex I — Draft contract

Annex II — Financial proposal form

Annex III — Declaration of honour on exclusion criteria and selection criteria

Annex IV — Authorised signatory form

Annex V — Tender submission checklist

Annex VI — Simplified Financial Statements (for profit and non-profit organisations)

Annex VII — E submission guide

Annex VIII — Legal entity form, Financial identification form and curriculum vitae template

Technical Annex A – Technical landscape

Technical Annex B – IT Product listing

Technical Annex C – Profile listing

Technical Annex D – Draft Service Level Agreement

Technical Annex E – Service Reporting Requirements

Technical Annex F – ECDC Test Strategy

Technical Annex G – Historical Data

Technical Annex H - Policy on the Use of ICT Equipment at ECDC (ECDC.IP.26)

Technical Annex I - Information Security Policy (ECDC.IP.63)

Technical Annex J – ECDC Security-by-Design process and review

Technical Annex K – Example material

Technical Annex L – Ordering process

Technical Annex M – Overview of strategic programmes