

Frontex/OP/308/2019/SB

**Framework Service Contract for
administrative, proactive and reactive
services to Data Centre equipment and
systems**

Annex II

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1. Terms and definitions

The terms in the table below, appearing either in a complete or in an abbreviated form, when used in this document and its appendices, relating to the Technical Proposal, Financial Proposal and Draft Contract shall be understood to have the following meaning:

Term	Abbreviation	Meaning
24/7	24/7	Used for defining services to be provided around the clock every day of a year when the differentiation of Normal and Extended Working Hours is not applied.
Contractor		The successful bidder of this Contract.
Contracting Authority		Frontex - The European Border and Coast Guard Agency.
Data Centre	DC	Frontex Data Centre area and related Facility Systems located on 8th floor of Warsaw Spire building "B".
DC area		Staging Area room, two Entrance rooms, two Server Rooms, Battery and UPS rooms, Fire suppression room, and two corridors from two DC exits.
Data Centre Inventory Management System	DCIM	Integrated inventory management system including information technology (IT) and facility management elements to centralize monitoring, management and intelligent capacity planning of a Data Centre's critical systems, brand name StruxureWare.
DC Facility Systems		<p>Data Centre supporting systems grouped as follows:</p> <ul style="list-style-type: none"> • Power • Cooling • Fire suppression and detection system • Physical DC infrastructure (racks, cable trails, floor system etc.) • DCIM monitoring system (including both software and hardware components). <p>DC Facility Systems includes both Frontex hardware and software components involved into Data Centre operations, even if they are not listed directly in this document.</p>
Extended Working Hours	EWH	Any working hours other than <i>Normal Working Hours</i> , including weekends, public and <i>Frontex holidays</i> .
Frontex	FX	The European Border and Coast Guard Agency.
Frontex Headquarters	FX HQ	Frontex premises located at Plac Europejski 6, 00-844 Warsaw, Poland.
Incident		An unplanned interruption of a Data Centre Service or a reduction in the Quality of a Data Centre Service. For example, failure of a redundant component or failure of a configuration item that has not yet impacted Service availability.

Normal Working Day	NWD	From Mondays to Fridays inclusive, excluding Frontex holidays. Frontex holidays usually cover Easter Break, 1-3 May, 9 May, Corpus Christi in June, Assumption Day in August 1 and 11 of November, last week of December and 1 day of January. Detailed list will be provided to the Contractor at the end of each calendar year.
Normal Working Hours	NWH	Working hours from 08:00 to 18:00 on Normal Working Day
Problem request		A cause of one or more Incidents reclassified as a problem, indicating that the cause is not known and requires further investigation or some long-term action (e.g. a software bug or hardware problem) or as a known error, meaning that a solution is available and awaiting implementation.
Response Time		Period of time that begins when Frontex sends the Service Request via SPC and that ends when the Data Centre Technician responds to the request.
Service Request		<p>The term Service Requests includes the Incident or Problem escalated to the Contractor and covers both:</p> <ul style="list-style-type: none"> - requests for assistance (understood as at least providing an advice or instructions to the end users or systems administrators on the use of available functionalities or the best practices, ensuring the best use of the solution) - requests for corrective action (understood as complete or partial loss of the required functionality of the system). <p>Service requests of the latter kind are denominated incidents.</p>
Single Point of Contact	(SPC)	Contractor's telephone number and e-mail address, to be used by Frontex to start Service Requests and to address on-going support activities.
Terms of Reference	ToR	This document Annex II - Terms of Reference

2. General Information

2.1. Subject

The subject of this Framework Service Contract (hereinafter named “the Contract”) is to provide administrative, proactive and reactive Services to Data Centre equipment and systems. The detailed scope of services are presented in this Terms of Reference.

Frontex IT infrastructure (servers, disk arrays and network devices) are out of the scope of this tender.

2.2. Objectives

This call for tenders is intended to result in the signature of service contracts for the provision of administrative, proactive and reactive Services to Data Centre equipment and systems. The services will cover the contract management, supporting plans, review sessions, service request management, remote and on-site support, software support and testing and reporting.

2.3. General Terms

The deliverables and requirements shall meet the quality criteria and levels and all the terms and conditions specified below, as well as goals and approaches are to be followed and respected in this Contract. The service requested in this Contract shall be performed in professional manner in accordance with technical norms, standards and procedures based on best professional practice and in the way and at the quality and performance levels not lower than offered by the Contractor in his Technical Proposal.

The deliverables and requirements shall meet the quality criteria and levels and all the terms and conditions specified in this ToR, as well as goals and approaches are to be followed and respected in this Contract. The services requested in this Contract shall be performed in professional manner in accordance with technical norms, standards and procedures based on best professional practice and in the way and at the quality and performance levels not lower than offered by the Contractor in his Technical Proposal.

3. Scope of Services

3.1. Scope statement

The service should be provided with the highest norms, standards and procedures based on best professional practice, fulfilling all objectives under the requirements.

The Contractor is obliged to cover in his offer all the services necessary to meet the requirements described in this document and to guarantee uninterrupted continuous functionality of the Data Centre equipment and systems, even if such services are not explicitly mentioned below.

3.2. Scope of the services

The scope of the Contract covers the following services:

1. Administrative Services:
 - roles and responsibilities;
 - account support plan;
 - review sessions.
2. Technical Services:
 - service requests management;
 - reactive services including remote and on-site support;
 - service requests escalation management;
 - proactive services including software support and reliability tests and reporting.

The detailed scope of services are presented in the following sections.

4. Specific Requirements

This section describes the maintenance and support services to be delivered to Frontex and defines the minimum Service Level Requirements (SLR) for Frontex Data Centre.

The Service Level Agreement proposed by the Contractor shall include all below requirements.

The following requirements have to be respected in the Service Contract and shall be reflected in the Tenderer proposal.

4.1. Administrative Services

4.1.1. Roles and Responsibilities

The relevant administrative and technical roles used in the performance of this contract are described below together with their responsibilities.

4.1.2. Roles and Responsibilities

4.1.2.1. Contractor's Personnel

The Contractor must nominate an **Account Manager (AM)** as the Single Point of Contact (SPC) for on-going support of the Frontex DC environment who will be ultimately representing the Contractor as a single contact point vis a vis Frontex for all maintenance and support services. The AM acts as a leader for his team and works with Frontex to develop, and routinely review, a mutually agreed Account Support Plan designed to meet Frontex objectives.

The Account Manager will be responsible for:

- Preparation of the Account Support Plan;
- Technical advice and monitoring results of service requests, problems and incidents;
- Proposing and introducing industry best practices for Data Centre management and operations;
- Coordination and recommendation of proactive activities;
- Coordination and supervision of skills/resources (i.e. Data Centre Technicians);
- Review and reporting of support activities;
- Planning all activities and managing priorities;
- Escalation management.

All the maintenance and support services correspondence and related coordination will be addressed to the Single Point of Contact (SPC).

The Contractor's staff allocated to this Contract as Account Manager shall speak and write in English at the minimum B2 level, according to the Common European Framework of Reference for Languages¹.

The **Data Centre Technicians (DCT)** will deliver Maintenance and Support Services at Frontex premises, ensuring all the tasks assigned are completed accurately and delivered with high quality and in a timely manner.

The Data Centre Technicians will be responsible for:

- Installation, repair and maintenance of DC facility systems;
- Installation, modification and update of hardware, software and firmware;
- Testing using appropriate mechanisms and interpreting error messages;
- Modifications and/or improvements of products covered by the contract;
- Implementation of proactive services involving periodical inspection, tests and replacement of components;
- Assistance to test exercises organized by Frontex related to DC Facility Systems;

¹ http://www.coe.int/t/dg4/linguistic/Manuel1_EN.asp

- Creation of detailed reports for every activity performed as it is described in the Technical Services chapter.

4.1.2.2. Contracting Authority's Personnel

The Contracting Authority will nominate a **Data Centre Specialist (DCS)** as the Single Point of Contact (SPC) for all on-going support of the Frontex DC environment.

The DCS will be responsible for:

- Supervision and coordination of contract activities,
- Reporting Service Requests and incidents to the Contractor's Single Point of Contact (SPC) via assigned phone number or e-mail address,
- Verifying and accepting incident/support closures by signing report prepared by the Contractor.

4.1.3. Account Support Plan

An initial **Account Support Plan (ASP)** shall be developed by the Contractor and proposed as part of the offer. A final ASP version will be agreed at the beginning of the Contract following AM meeting with Frontex Contract Manager and DCSs. The final ASP will be prepared for the period of 12 months. In case that the contract is extended ASP covering the extended contractual period will need to be prepared.

The initial ASP shall contain the proposed services and schedule of all the services to be delivered to Frontex according to the requirements described in this document. In the final plan the services and schedule shall be adapted and planned carefully in order to make them fully workable while not colliding with other tasks or routines in DC operations. The key objectives of the ASP include risk mitigation and a guarantee of continuity of DC operations. They shall be aligned with ICT goals to improve the operation of Frontex DC environment.

During the contract lifecycle, the ASP shall be updated twice a year to reflect any changes in Frontex ICT and DC environments. As part of this service, the Contractor shall update yearly the technical configuration information included in Appendix I as a supporting document to ASP.

4.1.4. Review Sessions

Twice a year the AM shall conduct a Review Session supported by an Activity Report addressing the following areas:

- Review and analysis of all recent support activities in the last 6 months' period,
- Recorded changes and configurations in DC area due to recent support activities.

Assessment of trends and planned changes to the DC environment as a result of analysis of the last 6 months' period. The changes proposed by the Contractor will be assessed by Frontex and in case additional costs are needed they will be covered by Frontex. The maximum additional amount to be allocated for the changes/improvements to the existing DC environments shall not exceed 25% of the total contract value of entire its duration, including potential extensions.

4.2. Technical Services

The Contractor will be responsible for the repairs and maintenance of DC Facility Systems according to the manufacturer recommendations and best practices. The contractor will be obliged to follow 'Security Rules for Contracts Involving Frontex ICT Systems' presented in *Appendix IV*.

The list of Frontex DC components and schemes is available in *Appendix I*. The *Appendix I* will be made available to all economic operators after the signature of the Declaration of confidentiality presented in *Appendix II*. Economic operators willing to receive *Appendix I* shall send a scanned version of the Declaration of confidentiality dully signed by the authorised person(s) to: procurement@frontex.europa.eu.

4.2.1. Service Request Platform (SRP)

To ensure proper service management process, the Contractor shall be responsible for establishing and maintaining Service Request Platform or ticketing system (service desk) where all of the activities related to Data Centre maintenance shall be registered.

This system shall be capable to categorize activities and to send automatically most urgent alarm notifications within specific category to Frontex DCTs and Contractor's dedicated personnel mobile phones via text or mms messages. This will allow Frontex to manage time restricted activities in DC (repairs, scheduled maintenances etc.) and to register any issues the Contractor may encounter during the execution of the Contract.

At any time, Frontex reserves the right to order from the Contractor to migrate the data from the Contractor's SRP system or ticketing system into Frontex internal ticketing system with all necessary data, history of repairs etc.

4.2.2. Service Request Management Process

In case of any Incident or Problem, Frontex or Contractor will register a Service Request via Service Request Platform (SRP) or ticketing system. Frontex must be able to register any Service Request 24 hours per day, 7 days per week, including public holiday. The number of Service Requests shall be unlimited during the duration of the contract.

The Contractor will confirm the registration of the request and communicate the unique Service Request number (ticket number).

Depending on the nature of the Incident or Problem, the Contractor will assess if it's possible to provide remote support or on-site support and indicate the expected resolution time.

In case of remote support, the Contractor shall start remote problem diagnosis and shall contact by phone Frontex DCS to provide the relevant information needed to solve the Incident. This must be done maximum within Remote Respond Time from initiation of the Service Request on 24 hours per day, 7 days per week, including public holidays

In case on-site support is required, either due to the nature of the Incident or because it was not possible to solve the Incident remotely, the Contractor shall be on-site within 1 hour from the initiation of Service Request or unsuccessful remote support.

Within the Repair Time for non-redundant/redundant components the Incident shall be resolved by the Contractor and verified by Frontex DCS. Frontex will send a message to the SPC e-mail stating the Service Request's closure. The SPC shall send in the same day an e-mail to Frontex with the timetable of problem diagnosis and actions carried out by the Contractor for provided solution.

4.2.3. Reactive Services

Reactive Services are remote or on-site support services provided by the Contractor after receiving a Service Request from Frontex. Reactive Services shall be delivered according to the parameters described in the following chapters.

4.2.3.1. Remote Support

During the remote support the Contractor's DCT(s) will work with Frontex DCS to isolate the hardware or software problem and to remotely troubleshoot, remedy, and solve the problem. This shall be done during the coverage window defined in chapter Coverage Time.

Prior to any on-site assistance, the DCT may initiate and perform remote diagnostics using electronic remote support tools (when available) to access products or other means to facilitate remote problem resolution. Whenever it is not possible to solve the incident remotely, the Contractor shall provide on-site assistance according to the requirements described in chapter On-Site Support.

4.2.3.2. Remote Respond Time

The Contractor shall start deliver all required services remotely (performed by a DCT(s)) and resolve the Incident within 2 hour from initiation of the Service Request via SRP.

4.2.3.3. On-Site Support

For Incidents that cannot be solved remotely, the Contractor shall send the DCT(s) to provide on-site technical support for hardware or software products and to bring them back to their normal operating condition.

In addition, the DCT(s) may install engineering improvements (e.g. additional valve protection) to help Frontex to sustain proper functioning of the hardware and to maintain compatibility with producer's-supplied hardware replacement parts. The DCT(s) must install any firmware updates that are required to return the product to its normal operating condition or to maintain supportability.

Any support activity should be analysed for potential impact on the Data Centre reliability and continuity of Data Centre operations.

4.2.3.4. On-Site Respond Time

The Contractor shall start deliver all required services On-Site (performed by a DCT(s)) within 1 hour from initiation of the Service Request via SRP or within 1 hour from unsuccessful remote support.

4.2.3.5. Repair Time

For Problems or Incidents that cannot be solved remotely within the Response Time, the Contractor's DCT(s) shall use any efforts to bring the covered hardware or software to operating condition. This shall be done within the time specified below from the moment the initiation of the Service Request via SRP:

- for non-redundant components, which may have an impact on DC operations the Repair Time cannot be longer than 72 hours,
- for redundant components, not impacting DC operations, the Repair Time cannot be longer than 14 days. If under any circumstances within the same redundant section there will be another malfunction, limiting availability of the DC, the expected Repair Time shall be changed to 72 hours for all malfunctioned items within the same redundancy section (example: chillers in redundant pairs of two).

The Contractor shall demonstrate to the DCS that the Service Request is solved, by issuing a summary report. Service Request is considered as closed only when confirmed by DCS via SRP

4.2.3.6. Work to Completion

Once the DCT(s) arrives at Frontex site, shall continue to deliver the service, until the products are operational or as long as reasonable progress is being made. Work may be temporarily suspended if additional parts or resources are required and shall be resumed when they become available. The Contractor shall apply the fastest solution for acquiring the necessary parts and resources to bring Frontex Data Centre to its previous operational status. In any case the incident shall be solved as described in the Repair Time chapter.

4.2.3.7. Service Requests Escalation Management

The Contractor shall establish a formal escalation procedure to facilitate the resolution of complex problems and shall inform Frontex DCS about the escalation and progress. The AM shall coordinate the problem escalation, making sure that the appropriate resources and skills are used to assist with problem solving and incident resolution.

4.2.4. Proactive Services

Proactive Services are provided by the Contractor to prevent any Incidents that could disrupt Data Centre operations, the following proactive services shall be implemented:

4.2.4.1. Software Support

The Contractor shall be responsible for all related software products (e.g. web-based interfaces, firmware and DCIM monitoring system) used for Data Centre operations ensuring the proper operability according to the rules described in chapter 4.2.4.5. Repair Time. All the installations, updates and patching shall be done by the Contractor at no additional cost without disrupting Data Centre operations. In case the applied software will cause any error or malfunction, the Contractor is obliged to remove the

problem and return to the previous operating state within the time described in the chapter 4.2.4.5. Repair Time.

4.2.4.2. Cleaning Service

The Contractor shall use proven techniques to remove dirt, dust, and other contaminants from DC area by means of environmentally friendly cleaning solutions (i.e. HEPA filtered vacuums). Every step during this service should be performed against damage or disruption of Frontex DC operations. The Contractor shall provide three levels of cleaning service for Frontex DC area: exterior hardware cleaning, tops of floor cleaning, and under floor cleaning.

- **Exterior Hardware Cleaning**
This service shall be performed at least twice per year
- **Floor Cleaning**
This service shall be performed at least once per month
- **Under floor Cleaning**
This service shall be performed at least once per year

Precise timeframe of the cleaning services shall be agreed with DCS(s) at least two weeks in advance. Any cleaning service may be postponed or cancelled due to unexpected environment conditions inside Data Centre (humidity level) or other works ongoing in Data Centre in the same time.

4.2.4.3. Reliability Tests and Reporting

The Contractor shall perform all the tests described in the next points without damaging or disrupting Frontex DC operations. All tests shall be performed according to the best practices and warranty rules published or accepted by specific manufacturers. Precise timeframe of these services shall be agreed with DCSs at least two weeks in advance. The Contractor shall conclude the tests by delivering to Frontex DCSs a report consisting, at minimum, of the following information:

- Start and end of works;
- Skills and resources used;
- Results of the tests;
- Lessons learned;
- Recommendations.

Frontex reserves the right to change the scope and form of report at any time in the future.

Power Redundancy tests

These tests shall consist of:

- Power Generator systems tests (including fuel subsystem),
- Power installations systems tests related to Frontex DC power infrastructure including:
 - Power STS/ATS switches;
 - Assistance to the building Emergency Power Shutdown buttons (PWP) tests;
 - Power distribution systems including rack cabinets;
 - UPS systems;
 - Other power sub-systems if necessary.

This service shall be performed at least once per year or scheduled differently in ASP.

Power Reliability tests

These tests shall be limited to Power Generator, to confirm its readiness to support FX Data Centre at any time. This service shall be performed every month, unless FX decides otherwise.

Cooling system check-ups

These tests shall consist of:

- Humidifier/Dryer tests;
- In-Row Cooling units' tests;
- Glycol pipe system switch test;
- Top of the roof chillers units' tests.

This service shall be performed at least twice per year.

Fire Suppression system check-up

The Contractor shall perform reliability tests of fire suppression system without damaging or disrupting Frontex DC operations. All tests shall be performed according to the best practices and warranty rules published or accepted by the specific manufacturers. This service shall be performed at least twice per year.

DCIM monitoring system check-up

The Contractor shall perform reliability tests of DCIM monitoring system (including all sensors) against damage or disruption to Frontex DC operations. All tests shall be performed according to the best practices and warranty rules published or accepted by DCIM manufacturer. This service shall be performed at least twice per year. It shall include indexing and validating service to confirm that stored information within DCIM about DC devices is actual. In case of need Contractor shall be responsible to introduce necessary changes into DCIM.

Hydrogen monitoring system check-up

The Contractor shall perform once a year a test for hydrogen monitoring system located in adjacent area to UPS/battery room. It shall include test for the system itself and its capability to detect dangerous hydrogen levels in UPS/battery room.

4.2.4.4. Maintenance Management System

The Contractor shall be responsible for create, and constant updates of MMS system in the form agreed with Frontex, which will document all activities related to DC Facility Systems. It may be a part of SRP system.

The different components of a MMS shall include but shouldn't not be limited to:

- Recording asset history
- Tracking work orders
- Registering and tracking Proactive services

This service shall also include creating, updating and testing of Standard Operating Procedures, Maintenance Operating Procedures and Emergency Operating Procedures for DC Facility systems.

4.2.4.5. Premises Access

Frontex, when required, will provide the access to premises for technical visit or installation work. For all persons entering Frontex premises the access will be granted by Frontex security. Any equipment will be checked and scanned. Any persons granted access have to be assisted by designated Frontex personnel while present in the premises.

Frontex, when required, will also provide the access to all necessary elements of infrastructure, documentation and information for the purpose of execution of the Contract.

5. General requirements

5.1. Duration

This service contract indicative starting day is 1st of October 2019 for the initial duration of 12 months. After the initial duration of one year the service contract shall be automatically renewed no more than three times, each time for a period of one (1) year and on the same conditions, unless one of the parties informs the other of its intention not to extend the contract and such notification is received by the party to which it is addressed, no later than three months before the contract expires. The overall duration of the service contract may in no event exceed four (4) years.

5.2. Place of Delivery

Administrative, proactive and reactive services shall be delivered at Frontex headquarters located in: Plac Europejski 6, 00-844 Warsaw, Poland. Remote services shall be delivered by phone or by remote assistance.

5.3. Coverage Time

All reactive services shall be available 24 hours per day, 7 days per week, including public holidays. All proactive services shall be provided on Normal Working Days and within Normal Working Hours, unless due to the specific nature of works Frontex will require a different timeframe.

5.4. Security

The Contractor shall respect the Frontex Security Rules and the related policies and procedures. Frontex Security Rules and the relevant policies and procedures will be made available at the beginning of the contract to the involved employees of the Contractor and updates, changes in these documents or publication of new documents will be communicated during the execution of the Contract.

If the Contractor or contractor's personnel and, where applicable, subcontractors fail to comply with the Frontex security rules. Frontex may, without prejudice to any indemnity due by the Contractor to Frontex, terminate the contract with immediate effect by giving notice in writing to the Contractor. In these circumstances, no costs or compensation relating to such termination shall be due by Frontex to the contractor.

Frontex reserves the right to request from the Contractor's personnel involved in the execution of this contract to sign a Declaration of Confidentiality presented in *Appendix V* prior the start date of their direct involvement in the Contract.

The Contractor will be required to sign Non-Disclosure Agreement together with the Contract. The model form is included in Annex V - Draft Service Contract.

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5.5. Language

All the software delivered or installed on the hardware, drivers included, shall be in English (U.K.) version.

All the communication and documentation, both in paper and electronic form and any other deliverables, including products' manuals, reports, data, analysis, recommendation and/or comments, shall be in English (U.K.) and shall adhere to a high standard appropriate for technical documentation, with no ambiguities and no mistakes in grammar or spelling.

The Contractor shall assign staff with a good command of English language at the minimum B2 level, according to the Common European Framework of Reference for Languages².

² http://www.coe.int/t/dg4/linguistic/Manuel1_EN.asp

5.6. Payment

Payments for the Contract will be executed based on Contractor's invoice and following the described below rules:

- the Contractor may claim a pre-financing payment of 30% of the total value of the Contract payable for each year of the contract implementation. The Contractor must send the contracting authority an invoice for the pre-financing payment.

The contracting authority must pay the pre-financing within 30 days of receiving the invoice. The contracting authority may refuse to make payments where the award procedure or performance of the Contract prove to have been subject to substantial errors, irregularities or fraud attributable to the Contractor.

- payment of the balance to the Contractor of 70% of the value of the contract for each year of the contract implementation shall be admissible after fulfilling all his contractual obligations of the contract.

The Contractor must send an invoice for payment of the balance accompanied by final written acceptance of all service and/or deliverables confirmed by Acceptance Form issued and signed by the Frontex (to be attached to the final invoice).

Detailed payment schedule, periods and procedures are indicated in draft of the Contract (Annex V).

Invoices and the documents accompanying them must be scanned and sent in pdf format (attached to an email) to the following address: invoices@frontex.europa.eu. The invoices shall indicate the Frontex' Service Contract number.

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Frontex shall make the payment within 30 days from receipt of the invoice. The Contractor shall have 30 days in which to submit additional information or corrections.

5.7. Other costs

The prices proposed by Tenderer shall be all inclusive. No additional costs under the Service Contract are eligible. This includes but is not limited to ordering, processing, logistics, communication, secretariat, customs, training, travel and subsistence expenses, tooling and equipment used by the Contractor staff.

5.8. Ownership and Copyrights

All documents and other kind of data like drawings, specifications, plans, calculations, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of Frontex.

The Contractor must not copy such documents and data and shall not use them for purposes other than related to the Contract, without the prior written consent of Frontex. The Contractor shall not publish articles related to the services or refer to them when carrying out any services for others, or divulge information obtained from Frontex, without the prior written consent of Frontex.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of Frontex, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

5.9. Contract management and communication

The Contractor must nominate a Contract/Project Manager who will be ultimately representing the Contractor as a single contact point vis a vis Frontex for the supervision of contract execution, overall performance of the Contractor, relationship with Frontex and participating in meeting with Frontex and preparing the minutes of meetings. All the contractual correspondence and related coordination will be

addressed to the Contract/Project Manager. The responsibilities of Contract/Project Manager may be assigned also to the Contractor's Account Manager.

The Contractor's staff allocated to this contract as Contract/Project Manager shall speak and write in English at the minimum B2 level, according to the Common European Framework of Reference for Languages³.

Frontex will nominate a Contract Manager who will be ultimately point of contact for Contractor for all issues related to execution of the Service Contract and Service Level Agreement. All the contractual correspondence and related coordination shall be addressed to the Frontex Project Manager

5.10. Contract handover

By the end of the Contract, the Contractor is required to: submit all pending reports, return all tools and documents, handover all on-going tasks to Frontex staff, archive and hand over to Frontex all information, credentials and documents that are not in possession of Frontex staff and might be needed for the continuation of the tasks performed by the Contractor.

The Contractor must not retain copies of such documents and data and shall not use them for purposes other than related to the contract without the prior written consent of the Frontex.

Frontex may task the Contractor, within the scope and duration of the Contract, to hand over his duties and transfer all knowledge acquired in performing the task to Frontex personnel or another third party contractor.

6. Implementation of the Framework Contract

The below purchases and services are implemented on the basis of Specific Orders issued whenever needed by the Contracting Authority.

By default below purchases and services shall be provided during Normal Working Hours, however Frontex may request the Contractor to deliver in Extended Working Hours or on a 24/7 basis. The delivery method shall be indicated in each Specific Order

6.1 Consumables

For consumables, price will be taken from the Consumables Price List being part of the Contractor's Financial Offer. If the relevant consumable which is not included in the Consumables Price List Frontex will request a quotation from the Contractor. Costs related to consumables will be covered by Frontex. The Contractor will cover the cost of installation within the annual fee for the services under the Framework Contract.

6.2 Spare parts and materials

Frontex will order spare parts and materials necessary to support and maintain the hardware products to keep it in operating condition according to requirements described in chapter 4.2 Technical Services, including parts and materials for the recommended engineering improvements, using specific orders, following the price quotation requested from the Contractor.

All software necessary for the accomplishment of the tasks under this Contract will be installed on Frontex hardware and will remain within Frontex without deletion, or change of configuration at the end of the Contract.

The Contractor shall be responsible for ordering required parts and materials to restore operational state of Data Centre, within the timeframe regulated by requirements indicated in chapter 4.2 Technical Services.

All replacement parts shall be new, original brand or substitute accepted by specific manufacturer specifications. Costs related to consumables will be covered by Frontex. The Contractor will cover the cost of installation within the annual fee for the services under the Framework Contract.

³ http://www.coe.int/t/dg4/linguistic/Manuel1_EN.asp

Frontex reserves the right to order parts/materials via other providers if offers proposed by the Contractor will not be the most economically advantageous.

6.3 Urgent repairs

Under certain specific order Frontex may reserve a certain budget for urgent repairs, which cannot be foreseen and which must be implemented without any delay to prevent risk of damaging operational conditions of Data Centre (i.e. leakage of coolant, reduction of expected redundancy in the power and cooling systems, malfunction of fire detection and suppression system). Order and budget for urgent repair will be activated only in case an urgent repair will be needed and will be paid in accordance with the supporting documentation and in line with the proposed in the Contractor's Financial Offer.

6.5 Ordering process

The Contractor must sign the Specific Order (SO) within 5 working days of its receipt. Once the SO is signed by both parties the work shall start immediately unless the Contract specifies a later date of commencement. The implementation of the Specific Order shall be deliver in coordination with Frontex without unjustified delay.

6.6 Acceptance

The delivery of the purchases and services contracted in Specific Orders under this FWC will be considered accepted upon the acceptance of all products and services of this Specific Order expressed officially in writing by Frontex.

The acceptance of deliverables shall be confirmed by handing over of an acceptance form signed by a Frontex representative. The model form is available in APPENDIX VII - Model of Task / Deliverable Acceptance Form.

6.6 Payments

Payments for Specific Order will be executed after delivery of the purchases and services on the basis of approved Appendix 1 Model of Task / Deliverable Acceptance Form and accompanied by the relevant Contractor's invoice indicating the reference number of the Specific Order to which they refer:

The pre-financing is not applicable to Specific Orders.

7. Appendices

APPENDIX I - The list of Frontex Data Centre equipment and facility systems. The Appendix will be made available after the signature of the Declaration of confidentiality presented in Appendix II

APPENDIX II - Tenderer Declaration of Confidentiality Form

Tender procedure: Frontex/OP/308/2019/SB

Service Contract for the Frontex Data Centre Maintenance

Contractor's Declaration of confidentiality

I, _____ (Name and Surname)

in my function of _____ (full Function name),

representing _____ (full Company name),

hereby declare that I will treat the information and/or documents that are received from Frontex in the context of preparation of the offer and potential execution and/or performance of the above mentioned contract with the strictest secrecy. No information and/or documents will be divulged to third parties.

I am aware that tasks carried out in view of preparation of the offer and potentially execution and/or performance of this contract also are governed by this principle of secrecy.

I am also aware of the fact that the principle of secrecy pointed out in the first paragraph will continue to apply after the completion of the above mentioned contract.

All information and documents received will be used solely for the preparation of the offer and potentially for the execution and/or performance of this contract.

Name of the person: _____

Signature: _____

Place, date: _____

APPENDIX III - Service Level Agreement template

1. The content of the Service Level Agreement

The proposal of the Service Level Agreement (SLA) shall respect all the conditions presented in Annex II - ToR and shall contain all information requested below.

The Service Level Agreement shall be prepared and proposed by the Tenderer on the basis of its experience, knowledge and skills. It shall be fully compliant with the Service Level Requirements defined in the Terms of Reference and it will respect these minimum, mandatory requirements.

The template for the Service Level Agreement presented underneath shows suggested structure and content of the document.

In case of award of the contract, the SLA proposed by the Tenderer shall become an annex to the contract to be signed.

2. Service Level Agreement Template

[proposed content structure]

1. General Information
 - a. Duration
 - b. Place of Delivery
 - c. Coverage Time
 - d. Consumables
 - e. Spare parts
2. Specific requirements
 - a. Administrative Services
 - i. Roles and Responsibilities
 - ii. Account Support Plan
 - iii. Review Session
 - b. Technical Services
 - i. Service Request Management Process
 - c. Reactive Services
 - d. Proactive Services
3. Contact Details

APPENDIX IV - Security rules for contracts involving Frontex ICT systems

Security Rules for Contracts Involving Frontex ICT Systems

1. The performance of the Contract will involve Frontex ICT systems.
2. All Contractor's personnel as well as sub-contractors' personnel involved in work under this Contract shall hold the nationality of an EU Member State unless otherwise agreed in advance with Frontex.
3. For work performed on the Agency's premises, the Contractor and its personnel shall comply with the security requirements for access to the Agency's premises.

Restrictions on Use and Release to Third Parties

Frontex information furnished to or generated by the Contractor shall not be used for purposes other than those defined by the Contract.

Release to any other party requires prior approval by the Agency.

All information provided or generated under this Contract shall continue to be protected in accordance with the provisions of this article in the event of termination of the Contract. Such information shall be destroyed or shall be returned to the Agency, if requested.

ACCESS TO THE AGENCY'S PREMISES

1. The contractor or sub-contractor and its personnel shall comply with the Agency's internal security and safety rules and regulations and shall follow any instructions given by the Agency's security personnel.
2. Any failure to comply with the Agency's security or safety instructions may result in access to the premises being denied or the personnel being expelled from Frontex premises.
3. Unless otherwise agreed with the Agency, contractor or sub-contractor personnel performing work on the Agency's premises or in Member States Authorities' premises, except attendance of meetings with Frontex representatives, shall hold the nationality of an EU Member State.
4. Any information or material provided to the contractor's or sub-contractor's personnel shall be treated as if supplied officially by the Agency.
5. The contractor shall notify the Agency's designated department at least 5 working days in advance with the names, date of birth, nationality, and where appropriate the details of vehicles, of all contractor or sub-contractor personnel temporary performing work on the Agency's premises.
6. The Agency shall be entitled to refuse access to its premises to any contractor or sub-contractor personnel without giving justification, as deemed necessary for security reasons.

APPENDIX V - Personnel Declaration of Confidentiality Form

Tender procedure: Frontex/OP/308/2019/SB

Service Contract for the Frontex Data Centre Maintenance

Declaration of confidentiality

Contractor's Personnel

I, _____ (Name and Surname)

in my function of _____ (full Function name),

representing _____ (full Company name),

hereby declare that I will treat the information and/or documents that are made available to me or generated in the context of the execution of the above mentioned contract with the strictest secrecy. No such information and/or documents will be divulged to any third parties.

I am aware that tasks carried out in view of the execution and/or performance of this contract also are governed by this principle of secrecy.

I am also aware of the fact that the principle of secrecy pointed out in the first paragraph will continue to apply after the completion of the above mentioned contract.

All information and documents received will be used solely for the execution and/or performance of this contract.

Name of the person: _____

Signature: _____

Place, date: _____

APPENDIX VII - Model of Task / Deliverable Acceptance Form

Model of Task / Deliverable Acceptance Form

CONTRACT No

Original document - duly signed - to be attached to the invoice

TASK / DELIVERABLE DESCRIPTION

Please give reference to the Terms of Reference and short description of the task or deliverable.

Please describe observations and reservations if any.

In case of Task/Deliverable rejection please detail reasons.

TASK / DELIVERABLE is ACCEPTED / REJECTED

To be filled in by Frontex:

Official responsible for acceptance (in block capitals):	
Date and signature	
Official responsible for final validation (in block capitals):	
Date and signature	