

Frontex/OP/301/2019

**Provision of services for development,
consultancy and support of information
systems under Time and Means
conditions**

Annex II

Terms of Reference

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1. Terms and definitions

Appearing either in complete or in the abbreviated form, when used in this document and its appendices, the related Technical Proposal, Financial Proposal and Draft Contract of the Tender Dossier, the terms in the table below, shall be understood to have the following meaning:

Term	Abbreviation	Meaning
24/7/365	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.
Consultant		An individual providing services to Frontex within a framework contract, who is employed by a Contractor (or works as freelancer for Contractor).
Contractor		A party to a framework contract resulting from this procurement procedure and signed with Frontex. It may refer to a sole Contractor or to consortium as well as to each member of a consortium and to subcontractors.
Contracting Authority		Frontex, The European Border and Coast Guard Agency
Contractor's Staff	Staff	Refers to individuals who are employed by (or work as subcontracted freelancers for) a contractor.
Common European Framework of Reference for Languages	CEFR	See https://www.coe.int/en/web/common-european-framework-reference-languages
European Qualifications Framework	EQF	Descriptors defining levels in the European Qualifications Framework (EQF) https://ec.europa.eu/ploteus/content/descriptors-page
Extended Working Hours	EWH	Any working hours other than <i>Normal Working Hours</i> , including weekends, public and <i>Frontex holidays</i> .
Framework Contract	FWC	This Framework Contract.
Frontex	FX	The European Border and Coast Guard Agency.
Frontex Headquarters	FX HQ	Frontex headquarters located in single or multiple premises in Warsaw (or its proximity), Poland.
Frontex Holidays		Frontex holidays are the days when Frontex is generally shut down for business with the exception of vital function support, mostly of operational nature; this usually covers the 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 the first, sometimes also the second day of January. The list of Frontex holidays for each upcoming year is a subject of an

		administrative decision by Frontex. Detailed list of Frontex holidays might be provided to the Contractor on request.
Full-Time Equivalent	FTE	One FTE shall be understood as equal to 220 working days of T&M services, 8 hours per day
General Terms and Conditions for Information Technologies Contracts	GTCITC	Part III of the Framework Contract.
Intra muros		Relating to assignments to be performed at Frontex Headquarters.
Man-day	md	8 hours of work by one person excluding breaks (minimum 30 minutes of compulsory break that does not count towards the 8 hours of work).
Normal Working Day	NWD	The weekdays from Monday to Friday inclusive, except for Frontex holidays.
Normal Working Hours	NWH	From 08:00 to 20:00 on Normal Working Days
On-call duty or alternatively Standby duty	On-call Standby	Defined period of readiness of the selected personnel on duty to undertake specific actions with regard to technical system in order to assure its continuity in business activities according to agreed service levels. Typically Standby covers periods from 18:00 to 08:00 on Normal Working Days and from Friday, 18:00 to Monday, 8:00 and Frontex Holidays. Nevertheless coverage of any other periods might be required.
Personal Data		Shall have the same meaning as set out in the Regulation (EC) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC
Profile		A description of the requirements that a Consultant with a given Profile must meet. It refers to knowledge, skills, experience and tasks to be performed.
Request for Service	RfS	Request for new Specific Contract that reopens the competition under the Framework Contract and defines the specific requirements and description of the services required by Frontex.
Single Point of Contact	SPoC	A person or persons, identified by name, single e-mail and phone number, for all communications regarding a specific support or service; responsible for the coordination of all related activities including prioritization, escalation, monitoring thresholds and reporting.
Specific Contract	SC	Refer to GTCITC terms and definitions.
Time and Means	T&M	Time and Means assignments as defined in the GTCITC

Tenderer		Participant in this procurement procedure submitting a tender. Tenderer with whom the framework contract has been signed becomes the Contractor.
Terms of Reference	ToR	This document

The part III General Terms and Conditions for Information Technologies Contracts of the Framework Contract provides additional terms and definitions applicable to the mentioned documents.

2. Objectives

The main goal of this procurement procedure is to establish framework contracts (at least 3 and maximum 10) enabling efficient provision of services for development, consultancy and support of information systems under Time and Means conditions. The mechanism applied for awarding specific contracts implementing framework contracts is the reopening of competition.

The framework contracts resulting from this tender will be a source of services for the following areas:

1. Development of information systems, including concept elaboration, requirement analysis, system implementation and maintenance;
2. Operational management and administration of information systems, including IT infrastructure set-up, administration and maintenance;
3. End user support and training;
4. Other areas like: information systems' security, enterprise architecture, quality assurance, IT governance, IT processes support and maintenance, etc.

Services may concern all types of information systems and all areas. Services may concern: systems, applications, infrastructure, projects, processes, maintenance and support. Services may address the current technologies as well as legacy technologies and the new emerging technologies. Services may fall under one of the following domains (not exhaustively listed):

- computer software design, development and implementation,
- software applications maintenance and support,
- IT systems administration and maintenance,
- end-users support.

The services will involve activities such as (not exhaustively listed): project management, pre-analysis, feasibility studies, proof of concept, analysis, advice, IT architecture activities, design, programming, testing, installation, integration and adaptation, IT solutions maintenance, systems administration, customisation, configuration, documentation, data entry, training, quality check, end-user assistance, logistics, maintenance and support of ICT infrastructure, transfer of knowledge and information systems consultancy services.

The services will be executed by Contractor's personnel in Time and Means mode, on-site (intra muros), on the basis of Specific Contracts implementing the Framework Contract.

3. Description of the service coverage

Tasks' perspective

The following examples describe the types of tasks envisaged to be covered by the framework contract (non-exhaustive list):

- Information Systems Requirements Analysis (analysis of business and functional requirements, design of information systems, business case modelling, data flow analysis, contribution to vision documents, user interface analysis and design),
- Development of proof of concept (POC);
- Architecture and design of information systems;
- Information Systems Project Management and configuration (project strategies, project planning, project review and follow up, project organisation, configuration and change management, risk analysis);
- Prototyping of applications;
- Management of application development projects;
- Release management services;
- Programming, implementation and maintenance of different types of applications:
 - Data processing and information management,
 - Document management,
 - Business intelligence,
 - Web content management,
 - Geographical information system,
 - Database management system,
 - Data warehouse,
 - Multi-device, cross-platform application;
- Design and development of user interface;
- Creation of graphical layouts and contents;
- Database modelling and implementation;
- Elaboration of test programs; executions of tests, including IT application penetration testing;
- Production of technical documentation;
- Systems integration services;
- Assistance with installation and configuration of systems;
- Data manipulation and migration services;
- Roll-out of new applications and/or changes to running applications;
- Software roll-out and upgrade services;
- IS Quality (quality plans, functional and quality tests, IS development cycle quality control and evaluation, quality assessments, elaboration and implementation of Service level agreements);
- IT application quality or security audits and reviews;
- Application operational support services;
- Application user support and training services;
- Access and authorisation management;
- Incident and problem management services;

- Maintenance (corrective, adaptive and perfective) of information systems;
- IS Security (security assessments, security gap analysis, risk analysis of operational environment, security tests or audits);
- Consultancy on IT Application security and data protection;
- Assistance in the implementation of IS policies, enterprise architecture, analysis of portfolio of information systems, analysis of business processes, analysis of organisational structures, costs/benefits analysis, development and enhancement of IS architecture, assistance with the implementation of the architecture;
- Enterprise Architecture services;
- Architecture maturity assessment;
- Consultancy on Application lifecycle management;
- Consultancy on IT strategy and technical roadmap;
- Technology market analysis;
- Provision of specific product expertise;
- Technical studies and evaluations;
- Provision of end-user support: help, assistance, documentation, training;
- End-user support administration and coordination;
- Support for IT services and related activities;
- ICT assets management and distribution;
- Documentation creation and review;
- Manuals, instructions, guidelines, leaflets creation and review;
- Proposing and implementing configuration standards;
- Service management;
- Provision of administration and support services for application / system / infrastructure / product (installation, configuration, management, maintenance, high level expertise).

Deliverables' perspective

Expected deliverables within these services may include (non-exhaustive list):

- Project plans;
- Test plans and test scenarios;
- Security studies, security assessments;
- Functional requirements and business case analysis documentation;
- Technical analysis and specification of business processes, user requirements and applications;
- Risk analysis;
- Architecture and infrastructure analysis;
- Data flow analysis;
- Architecture and design of information systems;
- Prototypes;

- Source code;
- Design and development of information systems, user interfaces, services, component models and their interfaces, middleware component and relational databases;
- Proofs of concept;
- Functional and technical IT training;
- Technical roll-out plans, communication and change planning;
- SLA documentation, key performance indicator reporting;
- Strategic and tactical data and IT architecture support material (models/roadmaps/product flow diagrams);
- Technical documentation, training documentation, user manuals, guidelines;
- IT application quality review/security audit reports (incl. recommendations, mitigating actions, action plan...);
- Application lifecycle management processes and procedures;
- IT Application security and data protection standards documentation;
- IT standards compliance reports (including application security and data protection);
- AS-IS/TO-BE assessment reports and roadmaps;
- Product and market assessment reports;
- Standard operating procedures for administration of systems;
- Administrative scripts;
- Testing automates;
- Service tickets documentation;
- etc.

Technology Perspective

The aforementioned services require expertise in the respective technologies, methodologies and products which are mentioned later in this document and its appendices. The document titled “Current ICT Baseline”, which is attached as Appendix 1, presents items used in ICT systems and supported by ICT Unit. In addition the following items are required:

- Methodologies, best practices, standards: : PRINCE¹ or PM2@EC², ITIL³ and Agile⁴, OGC⁵ standards, INSPIRE⁶ (Implementing Rules and Technical Guidance), OWASP⁷, OSSTMM⁸, SCRUM⁹, ISO/IEC 12207 and ISO/IEC 25000;

¹ PRINCE 2 - <http://www.prince-officialsite.com>

² PM@EC - project management methodology adopted by the European Commission that may be made available to the Contractors after signature of the FWC

³ ITIL - <http://www.itil-officialsite.com>

⁴ Agile - here the iterative and incremental scrum based software development methodology

⁵ OGC - <http://www.opengeospatial.org/standards/is>

⁶ INSPIRE - <http://inspire.ec.europa.eu/>

⁷ OWASP - https://www.owasp.org/index.php/Main_Page

⁸ OSSTMM - <http://www.isecom.org/research/osstmm.html>

⁹ SCRUM - <https://www.scrumguides.org/scrum-guide.html>

- Products: PHP, Qlick View, Drupal.

The service coverage presented in this chapter contains typical examples of services and related deliverables and refers to specific technologies, methodologies and products. However, this service coverage must be considered indicative and non-exhaustive as new items may be added or changes to the existing items may occur due to evolving and/or new technologies, methodologies and products, and as the result of IT investment decisions. Consequently, additional technical expertise may be required in the course of the framework contract execution.

4. Mode of supply of services

Services shall be provided in a way satisfying the requirements of the FWC and in compliance with applicable social and labour laws and obligations.

4.1. Place of performance

It is assumed that the majority of services under the contract shall be executed “Intra muros” at Frontex Headquarters.

Nevertheless Frontex may request to carry out some services at other locations requiring travel. Occasionally, service delivery may occur in any other place in the EU or outside the EU.

Each time the place of performance of the service shall be specified in a specific contract.

4.2. Working hours

Frontex requires that the T&M services are provided in Normal Working Hours. A normal working day corresponds to 8 hours (40 hours per week), excluding breaks (30 minutes per day). Typically, consultants will work on shifts between 8:00 and 16:30 or 09:30 and 18:00 unless otherwise decided. At Frontex’ demand, under exceptional circumstances or when indicated in the related Request for Specific Contract, the person involved might be asked to work in Extended Working Hours.

Unless stated otherwise, services shall be delivered on a daily basis. The schedule will be prepared by the Contractor Project Manager and must meet approval of the Frontex Project Manager. Delivery of services outside of the schedule must be beforehand agreed with and accepted by Frontex Project Manager in order to be paid.

Frontex may require, by clear indication in the Request for Services, that the services are provided according to the agreed timetable in the 24/7 mode and in total cover 8 hours a day per Consultant on average, counted in one-month periods.

All time worked for Frontex must be devoted to tasks and services ordered by Frontex (no private businesses or engagement in other Contractor’s projects).

4.3. Planned and unplanned absences

Frontex requires that services are provided every working day and/or in accordance to a schedule agreed under a specific contract.

Any planned absence must be agreed with Frontex at least two weeks prior to the absence. Planned absences of Consultants shall be managed by the Contractor’s Project Manager and immediately passed to the Frontex’ Project Manager in written form (i.e. at least by e-mail) for written approval. The consultants shall announce the planned absences in written form well in advance, respecting this procedure, otherwise the request may be rejected.

Frontex’ Project Manager shall be informed about any sudden and/or unplanned absence (e.g. sickness) immediately by Consultant or Contractor indicating the reason and the expected end date of the absence. Any initial information given e.g. by phone must be confirmed as quickly as possible by Contractor in written form (i.e. at least by e-mail). Depending on the situation and upon agreeing with Contractor relevant mitigation measures, Frontex’ Project Manager may approve the absence.

At Frontex request, during holidays or other periods of absence by the Consultant, the Contractor may be required to provide an adequate replacement. The replacement Consultant will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to Frontex. All such training and handover work will be carried out at the Contractor’s expense.

In case of unplanned absence exceeding two weeks, Frontex may request the Contractor to initiate replacement of consultant according to procedure described in chapter 6.4 of the ToR.

In case of extended unplanned absence and on Frontex request the Contractor shall recover Frontex tools and documents in possession of the absent Consultant and deliver them to Frontex.

In case of absence of a consultant, not approved by Frontex, resulting in lack of service provision, the liquidated damages foreseen in Service Level Agreement¹⁰ will apply. Alternatively, Frontex may decide to terminate the respective specific contract immediately without asking for a replacement Consultant and without compensating the Contractor for any damage or loss of profit which the Contractor might incur as a result of such termination.

4.4. Attendance records

The consultants shall record every day, without any undue delay, the exact date and time of each entry to, and exit from, premises in which tasks are performed, both in Normal Working Hours and in Extended Working Hours: this applies also to on-site interventions in response to on-call duty calls. All the time worked and recorded shall be dedicated to the tasks contracted. The lunch break taken shall be recorded as a leave of the work place.

The times will be recorded on attendance sheets or in an electronic time registry, as requested by the Frontex Project Manager. The Attendance Sheets shall be continuously available to Frontex for verification. The template of Attendance Sheet is presented in Article 2 of the Appendix 3 to this document.

Each Consultant is required to submit monthly his/her attendance sheet, duly completed and signed by the performing person, for acceptance by Frontex.

4.5. Reporting on tasks

Each Consultant is required to maintain a list of all atomic tasks performed in electronic format in the repository provided by Frontex. The tasks of different nature may be stored in more than a single repository e.g. ticketing system, tasking system, requests, DEVOPS, sprint backlog, etc.

Consultants are required to report regularly, not less frequently than once a month, on the status of all tasks assigned to each specific person in the reporting period, the tasks assigned earlier but not yet reported as completed, and the related issue logs. During the course of the SC, depending on the current needs of the project or service, Frontex may request reporting with higher frequency. Such a request shall be communicated to the performing Consultant in advance.

The report on tasks shall be submitted for Frontex acceptance. For each atomic task it shall present at least: a short description, reference to the tasks or service of the SC, the time planned, actual time spent, and the indication of completion. The template of monthly report is presented in Article 2 of the Appendix 3 to this document.

The issue log shall present an explanation of the issues linked to the tasks, proposals for dealing with the issues and tracks of the history of each issue.

4.6. On-call services

Frontex may request the Contractors to provide an on-call service. On-call service consists of having a consultant available on the phone during periods when on-site presence is not required. On-call service should be delivered by the same Consultants providing the duties during normal working hours. The consultant must be capable of assessing an incident and, if necessary, taking corrective actions, either off-site or on-site. This consultant must have the appropriate knowledge of the technical environment on which s/he may have to intervene.

¹⁰ Annex IV of the FWC

It is the Contractor's responsibility to provide connectivity (including mobile phone and internet connection) and transport. Frontex will provide a configured laptop and the security equipment for accessing its IT environment remotely.

If remote access to the systems is available, then the on-call consultant must be in a position to start accessing systems and assessing the issue within 15 minutes after receiving a notification (unless explicitly agreed otherwise, in writing). In case the issue requires on-site intervention, the on-call consultant must be able to arrive at the customer's premises within a maximum of 2 hours from the moment of notification (unless explicitly agreed otherwise, in writing).

The notification will be done over the mobile phone. In case of problem with getting through or communicating over the phone, a SMS text message will be sent and shall be considered a delivered notification. It is a responsibility of the Contractor to ensure that the channel of communication is available during the on-call. The Contractor shall provide the necessary phones to all its personnel subject to on-call duty.

On-call readiness can be typically ordered from 18:00 to 08:00 on Normal Working Days and from Friday, 18:00 to Monday, 8:00 and on Frontex Holidays. Nevertheless coverage of any other periods might be required. The length of shifts will be typically 12 or 14 hours, to be determined by the Frontex PM according to the specific needs. In order to facilitate future management of on-call services (length of shifts) and the related financial settlements Tenderers are required to propose for on-call services a price per 1 hour. This price will be then multiplied by the actual length of the on-call shift. On-site Interventions during on-calls shall be paid according to T&M EWH rates.

Under certain circumstances, off-site remote interventions could be allowed using an accredited laptop provided by Frontex. Remote interventions shall be covered by the on-call rate and no additional charge shall be accepted by Frontex.

Each contracted person is required to register in the IT tools and registers indicated by Frontex their on-call duty shifts as well as any on-site or remote intervention that was required during the on-call duty shift. The registration should be done the next working day after the intervention at latest.

4.7. Travelling

As an exception, Frontex may request to carry out some services at other locations than Frontex Headquarters, requiring travel.

In such cases, in addition to the reimbursable travel expenses, only the days during which work is performed for Frontex can be invoiced by the Contractor. Travelling days may not be reported as working days and included in timesheets unless a written approval for this has been given by Frontex. In case work has been performed abroad, this should be clearly mentioned in the timesheet.

Reimbursement of travel expenses incurred for services ordered by Frontex for execution at locations other than FX HQ will be made in accordance with Article 1.5.3 of draft framework contract.

4.8. Training of the Consultants

As a rule, Frontex will not take charge of the training of the Consultants. When needed, general IT training courses must be followed outside Frontex premises. In exceptional cases (e.g. if the training course is not provided externally) and on Frontex special request, consultants may follow an IT training course organised by Frontex. However, these training days will not be paid by Frontex and cannot be invoiced by the Contractor.

In principle, the Contractor should plan and deliver at least 3 technical training days per 12 months period for each Consultant. The trainings offered by the Contractor for each Consultant should be relevant to Frontex needs as described in Specific Contracts documentation. Planning of trainings should be made in advance and will be a subject for discussion during periodical follow-up meetings between the Contractor and Frontex.

If Frontex asks the Consultant to follow a Frontex specific training necessary for the work (e.g. business procedures or application functionalities), this shall be considered as a Normal Working Day paid by Frontex.

4.9. Service Level Agreement, Reporting and Meetings

4.9.1. Service Level Agreement

By concluding the Framework Service Contract ('FWC'), the contractor will also agree to a Service Level Agreement ('SLA') for the provision of the services. The SLA, which is annexed to the FWC (Annex IV), forms an integral part of the framework contract.

The SLA defines the mandatory minimum service levels required from the contractor. The SLA defines also liquidated damages and/or compensations foreseen in case of non-performance of the minimum service levels. Service performance levels included in the SLA are not negotiable by the contractor and are not subject to downgrade.

4.9.2. Reporting

The contractor offering services shall submit periodical execution and consumption reports.

All the contractors with active specific contracts shall provide monthly consumption and execution reports to Frontex.

The remaining contractors shall provide quarterly consumption and execution reports to Frontex. Frontex may, however, request ad-hoc reports from one or more of the remaining contractors with a two weeks' notice.

The reports, with complete and accurate information at the end of the previous month/quarter, must be delivered by 16th day of the following month, at the latest.

The periodic consumption reports shall contain complete and correct information on the consumption under the framework contract from the date of its signature until the end of the respective month/quarter, and namely:

- overview of the total amount consumed in the contract;
- detailed information for all signed specific contracts, including information about the number of the specific contract, signature date, value of the specific contract, amendments (if any), replacements (if any), man-days consumption, etc.;
- data on the requests processing and specific contracts from the start of the framework contract. This data shall include clear explanations on the refusal of requests;
- the values of the service quality indicators including an assessment of the state of play of the specific contracts;
- the utilisation rates of the different profiles from the start of the contract;
- details on the calculation of the service quality indicators, their values for the month (or quarter), from the start of contract and for the last 12 months period;
- the identified risks and the problems encountered as well as mitigation actions that took place or proposed by the contractor.

For each error (non-compliance with a requirement) the report should include the reference to the request or specific contract, the relevant dates, the reference to the quality indicator, a copy of the information provided to Frontex and an explanation of non-compliance. Frontex will verify the content of each report with its own data.

Frontex provides the contractors with the templates (Annex II ToR Appendix 3) for the periodic consumption and execution reports and can update them from time to time to better suit Frontex's needs. This evolution, if necessary, will be handled in collaboration with the contractors.

4.9.3. Meetings

On request of Frontex or the contractor, follow-up meetings between the relevant Frontex's service manager / contract manager and the contractor's contract manager and contact person(s) are held at Frontex's premises.

It can be on a monthly, quarterly or annual basis depending on the volume of the activities.

When necessary, special meetings on a particular subject related to the execution of the contract can be asked by Frontex or by the contractor. Frontex's representatives participating in such meetings depend on the purpose and the subject of the meeting.

5. General requirements

5.1. Application of GTCITC

General Terms and Conditions for Information Technologies Contracts, part III of the FWC, apply to this FWC according to the order of precedence defined in the FWC. Any definition of a term used in this document, if not included in chapter 1, shall be identified in the GTCITC. When consulting the General Terms and Conditions for Information Technologies Contracts please observe that all references to 'the Commission' shall be read as 'Frontex' and all references to 'Brussels' and 'Luxembourg' shall be read as 'Warsaw'.

5.2. Security

The Contractor shall respect Frontex security rules and the related policies and procedures. Frontex security rules and the relevant policies and procedures will be made available to the involved employees of the Contractor at the beginning of each Specific Contract; any updates, and changes in these documents or any publication of new documents will be communicated during the execution of the SCs.

All contractor's personnel involved in the execution of the Specific Contract shall sign "Code of conduct for contractors and consultant's declaration" prior a start date of their direct involvement in the Contract. A template is enclosed in Appendix 5 to ToR document.

If the Contractor or his 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 Contractors to demonstrate a valid excerpt of the criminal record of any contractor's staff members planned to participate in the execution of this contract, and who would need to access the Frontex premises or information systems. An excerpt of the criminal record is considered valid solely within 6 months after its date of issuance;
- Refuse access to its premises and to Frontex systems to any person or on any security ground, including situations where the person who fails to deliver a signed Declaration of Confidentiality, or fails to deliver a valid excerpt of his/her criminal record, or has been convicted of an offence concerning their professional conduct by a judgment, which has the force of res judicata; guilty of grave professional misconduct, the subject of a judgment, which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests.

Performance of some specific contracts in execution of this framework contract may involve access to information classified RESTREINT UE/EU RESTRICTED. In these cases, when required for security reasons, Frontex may ask the contractors to provide staff possessing a valid personal security clearance at CONFIDENTIEL UE or SECRET UE level for the provision of certain services. This will be considered as a specific requirement for a specific contract, without influencing the other conditions. In that case the mandatory requirement for a valid personal security clearance will be addressed in a Request for Services at ordering stage. Only specific offers satisfying the requirements shall be considered eligible.

In addition, Frontex reserves the right to require the contractor to initiate security screening for his personnel directly involved in the execution of the FWC to obtain the security clearance at RESTREINT UE, CONFIDENTIEL UE or SECRET UE level in order to provide specific services planned for the course of this FWC. Therefore it is required that candidates proposed by contractors must be eligible for requesting an EU personal security clearance. Any costs related to the security vetting procedure and obtaining personal security clearance certificate shall be at charge of the contractor.

Any classified information shall be handled and protected by the Contractor as described in the Security Aspect Letter as per ToR Appendix 4.

5.3. Working environment and conditions

For intra muros assignments, Frontex will provide to the Contractor the following resources:

- Office space for the Contractor's staff performing intra muros assignments.
- Access to all premises and elements of infrastructure necessary to conduct the tasks.
- Access to all necessary documentation and information in Frontex possession that are necessary to conduct the tasks of the Specific Contract.
- Computers, software licenses and other ICT tools for the duration of the SC; Frontex may require exclusive use of it.

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

5.4. Transparency and handover

Frontex requires transparency from the Contractor in the provision of services under Specific Contracts, specifically regarding the organisation and staff engaged, processes and standards used, information and documentation produced in these processes, and in the methods and tools used in delivering services. Frontex reserves the right to use third party professional companies to support the verification and validation of services delivered by the Contractor under this FWC.

At the request of Frontex the Contractor must hand his tasks over to Frontex staff or other indicated third party contractor by the defined date. The handover shall be planned and the plan shall be submitted to Frontex for acceptance. The handover shall enable the taking-over party to continue the tasks of the Contractor at the levels defined in the respective Specific Contract and to provide further maintenance and evolution of the solution with no additional costs for reengineering, redevelopment of documentation or reimplementing of administrative tools. The contractor is required to: train the taking-over party, present his recommendation for how to continue his tasks, submit all pending reports, return all tools and documents used in the performance of works, archive and handover all information, credentials and documents that are not in the possession of Frontex and might be needed for continuation of the tasks performed by the Contractor.

Such a handover takes place by default (without a request from Frontex) at the completion of the FWC.

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

5.5. Language

All the communication and documentation, both in paper and electronic form and any other deliverables, including software, source codes with its naming conventions and 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.

All members of the Contractor's staff allocated to this contract shall speak and write in English at the levels indicated in their profiles, according to the Common European Framework of Reference for Languages.

Consultants must use English as official language during their presence in Frontex.

5.6. Conduct at work

The Contractor's personnel cannot represent Frontex and make any type of impression that they are employed by Frontex or authorized to represent Frontex. In particular, when signing documents or e-mails, or whenever their name appears in a document related to their work for Frontex, clear reference must be made to the fact that they work for the contractor.

Consultants must willingly comply with the requirements of Frontex security services, including the inspection of the personal goods (by scanner or physical inspection).

When on Frontex premises, consultants shall wear at all times the access card issued to them by the Frontex security services. They must return the access card(s) before they leave, at first request by Frontex.

When on Frontex premises, consultants must not perform any professional tasks which are not linked to the Framework Contract.

Consultants are not entitled to any privileges attributed to Frontex staff members and not eligible to participate in Frontex events unless otherwise decided by Frontex.

5.7. Escalation

Frontex requires that any irregularities, vulnerabilities or risks observed by the personnel performing the contract are immediately reported to Frontex in writing by means of the issue log, and in the cases requiring immediate action, also by telephone to Frontex.

Frontex requires that, in relation to the activities performed in direct relation to this FWC, the Contractor implements in his own organisation an effective internal escalation mechanism in order to control and manage risks related to the Specific Contracts and the underperformance of its personnel.

In case of non-acceptance and rejection of the report on tasks in T&M SCs the Contractor shall initiate his internal escalation procedure.

In case of rejection of Report on tasks performed, the management staff of the Contractor shall propose improvements.

In case of two rejections of report on tasks by Frontex and rejection of the proposed improvements, Frontex may demand the replacement of the person or terminate the Specific Contract.

5.8. Other costs

The prices included in the FWC and in the related SCs are fully inclusive. No additional costs are eligible. This includes but is not limited to ordering, processing, logistics, communication, secretariat, customs, training, tooling and equipment used by the Contractor staff.

Reimbursements of incurred travel and subsistence expenses will be authorised only in case of the place of performance at locations other than FX HQ.

For more details please consult chapter 4.7 Travelling.

5.9. Obligation to perform

The conclusion of the FWC does not impose on the Contractor the obligation to submit a proposal in reply to each Request for Services.

However Frontex reserves itself the right to terminate the FWC with a given Contractor where the ratio of number of proposals submitted by the Contractor which have reached Final Evaluation stage (for details please consult chapter 7.5 in this document) to the number of the RfSs issued by Frontex is less than 50% during a yearly period. The ratio is calculated after each anniversary of the FWC signature.

6. Personnel

6.1. Profiles

Contractor's personnel will be engaged in specific contracts of Time and Means type under this FWC. Unless specifically stated otherwise in this chapter, the following requirements apply to any person proposed for an assignment or actually performing any assignment under this FWC, including substitute personnel. Due to a diversity of IT technologies and products, some profiles are described in a generic way. Therefore some requirements will be made specific at ordering stage.

Each profile's description is composed of:

1. Requirements regarding qualification's level, namely: minimum educational qualifications, English language proficiency and minimum number of years of IT relevant professional experience.
2. Description of the knowledge and skills required from a consultant.
3. Description of typical tasks and responsibilities to be performed by a consultant.
4. Domain i.e. definition of the field to which the tasks and responsibilities will apply. Domain is detailed at ordering stage.
5. Specific requirements i.e. making precise of certain generic requirements or adding a very context-dependent new requirements.

Detailed description of profiles is provided in Appendix 2.

All these requirements shall be taken into account when preparing the Technical Proposal and the Financial Proposal. No alterations, reservations, alternatives, exclusions, assumptions or constraints are acceptable.

6.2. Dedication to assignment

Unless stipulated otherwise in T&M Specific Contracts, Consultants providing services shall be fully dedicated to these assignments with no engagement to any other tasks in their company except for participation in professional training programme. Frontex may terminate a SC in case of any breach of this requirement.

6.3. Underperformance of Consultants

In case a Consultant does not fulfil the contractual requirements, specifically regarding the registration of time and reporting on tasks or applying work standards defined in a specific project he/she participates, or is not available for tasks, or breaches security or safety rules, or the reported task are consistently considered not satisfactory to Frontex, or does not communicate or cooperate with the co-working team lowering quality or slowing down work of the team - Frontex may consider such a Consultant as not capable of carrying out the specified tasks and must be replaced by the contractor if so required by Frontex .

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The replacement person will be given sufficient training during an adequate handover period, so that he/she becomes immediately operational when the original Consultant is withdrawn. Any such replacement and training, if required, will be carried out by the Contractor at no additional cost to Frontex.

6.4. Replacement of Consultants

In case of planned replacement of a Consultant in the course of Specific Contract, the Contractor shall give Frontex at minimum one month's advance notice.

At the latest one month before the planned date of departure of the Consultant, the Contractor shall propose a minimum of one substitute candidate. Each candidate must have at least the same level of qualifications/education, skills and experience as the person proposed in the original offer. Technical evaluation of proposed candidate/s will be performed according to the section 7.5 of this document and

detailed in the respective RfS. If the substitute candidate is recognized by Frontex as compliant with the profile and suitable for the replacement, he/she can assume the work at identical financial conditions and the Contractor ensures the transition of service between the initial consultant and the substitute.

The replacing person shall be given sufficient training from the Contractor and provided with all information necessary to guarantee continuity of the service provided to Frontex. All such training and handover work will be carried out at no additional cost to Frontex.

The handover period (where both consultants work in parallel) must be at least 5 working days, free of charge for Frontex. If no handover is possible at least 10 working days (free of charge for Frontex) must be performed by the replacing Consultant. The days free of charge will be the first working days of the replacing Consultant.

7. Implementation of FWC

7.1. Points of Contact

The Contractor will nominate a FWC Contract Officer who shall act as a single contact point vis á vis Frontex for the FWC matters for the duration of the FWC. That individual must be available for Frontex requests. All the contractual correspondence and related coordination will be addressed to that person.

The Contractor will nominate FWC Executive who will be ultimately representing the Contractor and its subcontractors vis á vis Frontex for the supervision of all the Specific Contracts, overall performance of the Contractor, change management and escalation of issues not solved at the level of the individual contracts.

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

7.2. Reopening of competition mechanism

The reopening of competition is the mechanism applied for signature of specific contracts when multiple framework contracts are used.

Each time the competition is reopened, the framework Contractors shall be invited to submit their proposals for the specific assignment described by Frontex in the Request for Services.

Frontex shall establish and communicate to the framework Contractors the deadline for submitting the specific proposals and the relevant award criteria for their evaluation.

In general, each Specific Contract shall be awarded on the basis of the most economically advantageous specific proposal by weighting technical quality against price on 60/40 basis (60% for technical part and 40% for price).

7.3. Ordering process

The method of contracting services in this FWC is Specific Contract. Whenever a new Specific Contract is required, Frontex will release to the framework Contractors a Request for Services (RfS) for T&M services, which will contain the following information:

- the name(s) of profile(s) of Consultant(s),
- if needed, additional requirements supplementing those already described in the definitions of profiles like indication of one or more domains as well as requirements specific to the assignment (for more details please consult Appendix 2),
- the volume of work (expressed as a number of man-days),
- tasks to be performed,
- duration of the assignment,
- acceptance criteria,
- reporting requirements,
- venue of the assignment,
- the deadline for submission of a proposal and
- other relevant conditions.

The actual evaluation criteria will be defined in each Request for Service at Reopening of Competition based on the requirements of the specific assignment and the profile. The RfS will provide detailed criteria and scoring for technical evaluation, financial evaluation formula and weighting to be used in the final evaluation (60% for technical part and 40% for price).

The RfS will also specify the minimum number of points that a candidate must obtain during technical evaluation in order to be considered compliant, eligible and suitable for the tasks. The minimal threshold for

all profiles is 50% of points which must be achieved by any candidate. However higher threshold might be required as well when justified by complexity of the assignment.

If, after the receipt of the Request for Services, the clarifications are requested, these clarifications shall be prepared by Frontex without delay and distributed to all framework Contractors. Such requests for clarifications shall not be admissible on the last five calendar days before the deadline for submitting the specific proposal. Unless the clarifications imply modification of the initial Request for Services, the deadline for submitting proposals shall not be extended.

7.4. Specific proposals

Contractors shall submit their specific proposals in reply to the Request for Services within the deadline indicated by Frontex. The default deadline is 10 calendar days however Frontex may establish a longer deadline if this is justified by the complexity of the assignment.

Each proposal submitted must be compliant with the Request for Services. It shall be valid for the duration indicated in the request but not less than 60 calendar days.

Each specific proposal submitted in the response to RfS must contain at least one compliant (for details please consult chapter 7.5 below) candidate and maximum two candidates for each required position at the prices not exceeding those defined in the FWC. However up to four candidates might be accepted upon Frontex remark when justified by complexity of the assignment. The candidates shall fit to the particular tasks foreseen for the assignment.

The submission of a specific proposal implies acceptance of Frontex's RfS. The specific proposal shall provide complete documentation of the candidates (namely CVs including inter alia detailed information on educational qualifications, professional experience, compliancy forms, diplomas, certificates, etc.). The prices offered must not exceed those set out in the FWC.

The CVs of candidates must be provided using the template presented in the ToR Appendix 3. CV forms must be completed in full, i.e. without omitting the fields and all the required information as well as supporting documents must be present. Typos, which do not change the meaning of information will be disregarded. Typos/mistakes/inconsistencies in CVs impacting information and requiring clarifications may cause rejection of the proposal or its part. However, the Contractor may be requested to provide (typically within 48 hours) clarifications and/or additional information and/or additional documents in justified cases and for documents that require minor corrections.

The proposals not meeting the mandatory requirements, incomplete or priced above the rates specified in the FWC shall be rejected.

7.5. Evaluation of Specific Proposals

The Specific Proposals shall be evaluated and the results of this evaluation shall be communicated to the Contractors which have submitted the proposals.

Frontex may invite a candidate for an interview and/or written/practical technical test. Interviews and tests might be performed at Frontex Headquarters or by means of a video conference (subject to Frontex decision) during the validity period of proposals. Frontex will propose 2 dates for interview/test of the candidate(s) and at least one date shall be accepted. If none of the dates are accepted the proposal may be considered as not valid.

Technical Evaluation

The evaluation of Technical Proposal will be made in the following steps:

1. Check of the candidate's compliancy with the profile requirements. The following requirements shall be understood as mandatory: minimum educational qualifications, English language proficiency, minimum number of years of IT relevant professional experience relevant to the requested profile at requested

level and knowledge and skills. The compliancy of the candidate will be checked on basis of his/her CV however it might be still verified during potential interview and/or a written/practical technical test. Shortages in fulfilment of the mandatory requirements will result in rejection of a candidate. Only successful candidates will be invited to the next stage of the evaluation. No points will be assigned during this step.

2. Candidates successfully evaluated as compliant in the previous step, based on the information and documentation provided, will be invited to a written/practical technical test and/or an interview in order to verify their actual compliance as declared in the CV and to determine their suitability (evaluate their relevant knowledge and skills) to the tasks described in the Request for Services. The candidate's suitability to tasks will be evaluated in accordance with criteria and technical scoring set out in the evaluation grid. These criteria shall reflect the suitability of the proposed Candidate in terms of his language/communication skills, technical profile-related knowledge and skills and soft skills. The weighting attributed to each of these three domains may vary based on specific assignment and profile requirements.

Technical Score of the evaluated candidate shall be calculated on basis of the sum of points received in the column "Scoring" of Technical Evaluation Grid (i.e. ACTUAL SCORING) and using the following formula:

ACTUAL SCORING of the evaluated proposal

Technical score = -----

The highest ACTUAL SCORING earned in this reopening of competition

Financial Evaluation

Financial evaluation shall be conducted on the basis of the financial proposal. The financial proposal must not exceed the price under the FWC. The score shall be calculated on the basis of the proposed total price using the following formula:

Lowest price of an eligible offer in this reopening of competition

Financial score = -----

Price of the evaluated proposal

Final Evaluation

Only proposals found compliant (i.e. not rejected) during technical evaluation and financial evaluation will undergo Final Evaluation.

The most economically advantageous offer is established by weighting technical quality against price on 60/40 basis. It shall be established by the application of the following formula:

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

The specific contract as a result of the reopening of competition will be awarded to the tenderer who submits compliant, eligible and suitable offer with the highest final score.

7.6. Signature of Specific Contract

The awarded Contractor must sign the Specific Contract within 5 working days of its receipt. Once the SC is signed by both parties the work shall start immediately unless the SC specifies a later date of commencement. The implementation of the Specific Contract shall progress in coordination with Frontex without unjustified periods of inactivity.

When a Consultant becomes no longer available after the submission of a proposal and before the start of a new specific contract, the Contractor is obliged to inform Frontex immediately. If the specific contract is not yet signed by both parties, the Contractor is not authorised to propose new candidates. In that case Frontex may decide to sign the specific contract with the Contractor which proposed a Consultant ranked on the next position (e.g. the second) in the ranking list resulting from this particular procedure of reopening of competition.

7.7. Payments under the Specific Contracts

Payments for Specific Contracts will be executed quarterly.

7.8. Indicative Implementation plan for the FWC

Appendix 6 presents the table with the indicative plan for implementation of the Framework Contract, which is not binding on Frontex and may be adapted during the contractual period. The intention of Frontex is certain flexibility in ordering various work items. The same work item may be ordered under different types of contracts (for example quoted time and means or fixed price contracts, out of scope of this FWC) according to the actual needs. In addition, one SC may cover more than one work item from the (non-exhaustive) list below:

- T&M consultants to support Servers and Storage Team within ICT Unit
- T&M consultants to support Networks Team within ICT Unit
- T&M Consultants to support SCSMT within ICT Unit
- T&M consultants to support PCAT within ICT Unit in software development activities and in maintaining of applications
- T&M consultants to support other units and projects

Where applicable Frontex will contract services for long periods (one year, renewable max. three times for another one year period) in order to save administrative effort and to maintain service continuity. Indicative list of consultants to be contracted directly after the signature of the FWC, in the second and third quarter of 2020, including profiles and quantities, is presented in Appendix 6.

8. Appendices

The following Appendices are included:

Appendix 1 Current ICT Baseline

Appendix 2 Staff profiles

Appendix 3 Templates

Appendix 4 Security Aspect Letter

Appendix 5 Code of conduct for contractors and consultant's declaration

Appendix 6 Indicative list of consultants to be contracted after FWC's signature