FRONTEX

Ref. Frontex/OP/131/2016/AH

Annex II Framework contract for SharePoint Services

Terms of Reference

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, shall be understood to have the following meaning. *General Terms and Conditions for Information Technologies Contracts* provides additional terms and definitions used in this document.

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.*
3rd Party Software	3rdP	*Any other COTS software which is not produced by the Tenderer but is being resaled by the Tenderer and is included in the Tenderer Official Price List.*
Bespoke software	Custom	*Bespoke or custom-developed software is software which is commissioned, designed and developed specifically for Frontex. It is implemented in programming language, using whether SharePoint development constructs (Client Object Model, SharePoint apps and Business Connectivity Services), compiled and distributed in form of SharePoint Solution Package (*.wsp) or the 3rd Party Software SDK.*
Commercial Off-The-Shelf Software	COTS	*Commercial software products, components, development libraries, templates, scripts, taxonomies, management and development tools that are produced by the Tenderer which are offered and sold in substantial quantities in the commercial marketplace. It can be purchased, leased or licensed to the general public.*
Constant Discount Rate	Discount	*As defined in GTCITC.*
Customisation		*Alignment of the OOTB SP, COTS and 3rdP functionalities and features to Frontex requirements by configuration, setting and scripting (including sql queries, power shell and java scripts) without Custom development. Customisations shall be delivered in form of templates and power shell scripts for the distribution of the templates.*
Extended Working Hours	EWH	*Any working hours other than Normal Working Hours.*
Fixed Price	FP	*Fixed Price assignments as defined in the GTCITC.*
Framework Contract	FWC	*This Contract.*
Frontex	FX	*The European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union.*
Frontex Headquarters	FX HQ	*Frontex premises located in Warsaw, Poland.*
Maintenance day		*Maintenance day lasts:* • *10 hours for Basic Service Window in NWD* • *24 hours for Standard Service Window in NWD* • *24 hours for Critical Service Window for every calendar day*
Man-day	md	*8 hours of work by one person.* *Typically md is performed in the hours agreed with Project Manager (e.g. 8:00 – 16:30 or 9:30-18:00) and must include 30 minutes break that does not fall into the 8 hours of work.*

Member State	MS	The European Union member state.
MS SharePoint	SP	Microsoft SharePoint 2013 Enterprise Edition or newer.
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	Normal working days from 08:00 to 18:00
Official Price List	OPL	See GTCICT for the definition. For purpose of this FWC the OPL shall be limited to COTS and 3rdP software products, components, development libraries, templates, scripts, taxonomies, management and development tools recommended for this FWC taking into account the requirements, Current ICT Baseline, scope, current, target situation defined by Frontex and the Tenderer best practices.
Order Form	OR	See GTCITC terms and definitions.
Other Locations		Place of performing tasks contracted under this Contract that are different from Frontex Headquarters and official Contractor's premises.
Out of the Box Software	OOTB	A ready-made software that meets a requirement that works straight after its installation without a special software development effort.
Personal Data		Shall have the same meaning as set out in the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data , Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.
Technical Platform	*Platform*	The Technical Platform includes all ICT tangible elements needed for the implementation and usage of the end-user software solutions with the exception of site and site collections, contents, branding, integration interfaces - configured or developed for Frontex. Technical Platform covers all the elements of the TOGAF Technical Reference Model TRR [1] except the business applications.
Times and Means	T&M	Times and Means assignments as defined in the GTCITC

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[1] http://www.opengroup.org/public/arch/p3/trm/trm_dtail.htm

2.   Objectives

The objective of this FWC is to provide Frontex with a capacity for developing software solutions on SP platform and maintenance of the existing and newly developed solutions and the platform itself.

Frontex is seeking long term cooperation with 3 framework Contractors who are professionals in scope of this Contract, offer the best "value for money" and can sustain readiness for this services along duration of the intended FWC with re-opening of competition.

Frontex realizes its goals and objectives by means of projects or activities of Frontex Programme of Work. Each individual Specific Contract will be related to whether Frontex project or activity, and in that way, will contribute to specific business goals.

3.   Background

Frontex is a European Union agency coordinating operational cooperation of national border authorities of the EU member states and Schengen associated countries. The agency was set up in 2005 to reinforce and streamline cooperation between national border authorities. In pursuit of this goal, Frontex has several operational areas, which are defined in the founding Frontex Regulation. These areas of activity are:

- Joint Operations: Frontex plans, coordinates, implements and evaluates joint operations conducted using member states' staff and equipment at the external borders (sea, land and air) of the EU.
- Training: Frontex is responsible for developing common training standards and specialist tools. These include the Common Core Curriculum, which provides a common entry-level training rationale for border guards across the Union, and mid- and high-level training for more senior officers.
- Risk Analysis: Frontex collates and analyses intelligence on the on-going situation at the external borders. These data are compiled from operational information as well as from the member states and open sources including mass media and academic research.
- Research: Frontex serves as a platform to bring together Europe's border-control personnel and the world of research and industry to bridge the gap between technological advancement and the needs of border control authorities.
- Providing a rapid response capability: Frontex has created a pooled resource in the form of European Border Guard Teams (EBGT) and an extensive database of available equipment which brings together specialist human and technical resources from across the EU. These teams are kept in full readiness in case of a crisis situation at the external border.
- Assisting Member States in joint return operations: When member states make the decision to return foreign nationals staying illegally, who have failed to leave voluntarily, Frontex assists those member states in coordinating their efforts to maximise efficiency and cost-effectiveness while also ensuring that respect for fundamental rights and the human dignity of returnees is maintained at every stage.
- Information systems and information sharing environment: Information regarding emerging risks and the current state of affairs at the external borders form the basis of risk analysis and so-called "situational awareness" for border control authorities in the EU. Frontex develops and operates several information systems enabling the exchange of such information, including the European border surveillance system (Eurosur).

4.   Stakeholders

From the point of view of this Contract there are five (5) primary stakeholders who will be directly affected by the implementation. These are:

- Frontex business units which shall be considered as users of the software and consumers of the services provided under this contract. Representatives of the business units will take roles of the product owners, user representatives, power users and users for the software solutions built in course of this Contract.
- Frontex ICT unit which shall be considered as internal supplier of the services and software built in this Contract to the Frontex business units. ICT staff members will take roles of project managers and team leaders.
- Frontex Administration Division that is responsible for administering the Contract including financial and procurement matters.
- Various teams performing Specific Contracts under this FWC that have to harmonize the technical solutions produced by them and coordinate activities.
- Other Contractors acting under various contracts with Frontex for designing, implementing or supporting other related ICT systems. It must be borne in mind that in T&M assignments the teams might be composed of individuals from different Contractors.

Other stakeholders who play important roles in the scope of this FWC in its broader sense are: the European Commission, other EU Agencies and Member States who may participate directly or indirectly in the projects related to this FWC and use the services and products delivered under this FWC.

The detailed identification of the stakeholders shall be performed for each individual SC.

5.   Context

5.1. Current Situation

Frontex currently uses a number of electronic content management and communication platforms. Some of them are used to serve information exchange with external partners (like Frontex Media Monitoring, Frontex One Stop Shop, Border TechNet, Virtual Aula and others) while others are built to support Frontex internal tasks and communication (e.g. Frontex Informer, ESRI WebGIS, various projects' or teams' level collaboration sites).

Most of internal sites are built on SP platform. They are hosted on premises and are managed by Frontex ICT Unit with support of external Contractors. The mentioned sites serve daily work of various communities (units and cross-unit teams) and projects teams. Moreover several applications and workflows developed for this platform are being used daily (e.g. Human Resources Data Base, Frontex Lending Library, Frontex Programme of Work and others).

In addition to that, Frontex recently ported the internal monthly e-newsletter 'Frontex Informer' to SP environment. Migration to SP platform allowed enriching the newsletter with search capability, launch-pad and catalogue for applications, discussions, Frontex organizational chart, Frontex corporate calendar and publication workflow. Currently the publication of news takes place continuously with no need for monthly releases and the staff members are contributing directly in the tool. The other areas (e.g. knowledge base, informal communities) are in development or trial. OneDrive for Business on premise service in combination with Office 365 for mobile users is just about to be released.

Frontex already initiated 2 years project for implementing target intranet solution based on the COTS product built on SP platform that will take over the internally developed intranet solutions and extend it toward Frontex Digital Workplace comprehensively used for project management, tasks, workflows, knowledge management, digital collaboration, documents handling on desktop and mobile computers.

In parallel to the above, Frontex works on a number of related initiatives. One of them is Frontex Media / Digital Assets Management System (LENS) that has been commenced recently. Another one, well-advanced project, is the development of a complex automated workflow solution for operations' planning (ADMOP) and Frontex Application for Return (FAR), both in SP.

Frontex Training Unit (TRU) is currently initiating 2 years investment programme into a comprehensive TRU ICT Platform that will cover: Training Management, Learning Management, training Knowledge Management and Project Management functions. This programme will require at minimum integration with SP platform.

Implementation of Frontex Document Management System and document-based workflows (DMS) is to be conducted in parallel and in close integration with intranet project. Preparations for DMS project are advanced in a number of fields i.e.: screening of documents for the migration from the current Shared Folders, drafting of Frontex taxonomy, designing of document templates as well as definition of file plan. Currently Frontex implements pilot DMS for selected document types and workflows to prepare organization to the future investment into target DMS.

Besides larger projects, various Frontex entities are requesting implementation of MS SharePoint-based tools serving different business purposes. Some of them are implemented in ad-hoc manner (mainly lists or library-based simple solutions), others being more complex workflows or applications (e.g. ticketing system, annual bilateral talks, events management, multilayer calendar) are considered as work-packages candidates for this project.

Frontex staff members use MS Outlook and Skype for Business (former MS Lync) for everyday communication. No social communication tools or any type of cloud solution are being used at the moment. Currently Frontex is deploying Mobile Device Management (MDM) policy and related tools. Frontex purchased MS Office 365 E3 for a limited number of users and enable fully-fledged MS Word functionalities as well as the access to OneDrive for Business hosted on premise on their mobile devices. This will increase productivity of Frontex staff members in missions.

In addition Frontex started using electronic signatures for personal use and functional mailboxes to digitally sign and encrypt emails in very specific and limited scope. Implementation of digital signature for signing documents in DMS workflows in line with EU Regulation 910/2014 is in evaluation and planning.

The above described efforts are currently performed whether by Frontex staff or based on other contracts:

- FWC FRONTEX/OP/500/2014 Lot 1 Software Development Services which is signed with 3 Contractors for Reopening of Competition and is valid through 2019. This FWC is focused on software development in Microsoft technology stack but is not particularly specialized in SP platform. Therefore it does not require any specific experience, competency and staff specialized in the this technical platform. Although a number of software applications have being produced under this FWC, the procurement of specialized SP oriented services and products under this FWC has been found as ineffective.

- Frontex/CD/381/2014/JL for delivery of Digital and Media Assets Management System (LENS) concluded with one market operator which is valid through 2019 and is exclusively focused on this system. LENS, although being content management type of system, is not built on SP platform and does not provide Frontex any products or services that can be used for the scope of this Contract.

- MyFrontex Digital Workplace fixed price contract that is planned for award in the first half of 2016. This contract is focused on delivery and customization of already existing market solution (COTS) for intranet built on SP platform. Although it also covers software developments services specialized in SP platform, its scope is fixed and defined therefore cannot cover scope of this FWC.

- Frontex may decide to release a separate tender for implementation of Document Management System and Workflows on SP or other platform.

The following technologies has been selected from the entire ICT Baseline as important for execution of this Contract:

- Microsoft SharePoint 2013 Enterprise

- XenMobile for the management of mobile devices and its SDK for mobile applications

- Office 365 for fully fledge MS Office functionalities on mobile devices (no cloud store is allowed)

- MS Outlook for emailing and Skype for Business for instant contacts

- MS Exchange Server

- MS SQL Server 2012

- MS Windows Server 2008

- MS Windows Server

- VMWare 4.1: MS SCOM, SCCM and SCOM 2007

- ESRI ArgGis Server

- MS Visual Studio 2013 Ultimate

- Enterprise Architect

- Telerik controls

- Telerik Test Studio

- GlobalSign digital certificates

5.2. Target Situation

Although relatively large number of existing solutions use elements of SP, the collection of existing portals and communication tools cannot be considered as any type of integrated Solution. All of them are built and managed with neither central vision nor unified governance practice in place. Other are built as pilot or prototypes.

Frontex implements enterprise content management and collaboration solutions (MyFrontex Digital Workplace, LENS and DMS) which will take over most of the already listed components and provide better integration and improved governance.

However these initiatives do not cover totality of Frontex needs. It is required to provide continues administration, support, perfective improvements and developments of new functionalities, interfaces and prototypes. It is expected that the pool of solutions built on SP platform will grow in terms of: number of users (following the growth of Frontex itself), level of criticality (following the increasing number of applications supporting Frontex operations), scope of use (going towards possible extranet model), scope of integration with other Frontex resources and services (use of map services, business intelligence & analytical services, learning services, identity management, HR etc.) and patters of use (growing number of mobile users).

This Contract is planned to support Frontex in providing the mentioned support and development by limited number of awarded Contractors in harmonized and coordinated manner during the next 4 years. By concluding this FWC, Frontex can order development of new solutions and services on relatively short notice, by company that specializes in the exact technology and by teams that cooperate with Frontex on long term therefore accumulating the required knowledge. This leads to the increased capability to assure continuity of services, quick response to business needs, achieving proper level of harmonization and coordination yet sustaining competition.

6.   Scope

6.1.   Scope Statement

This Contract shall be considered as a source for generic services related to SP platform under T&M, QT&M or Fixed Price assignments. Contrary to other specific solution and product-oriented contracts (e.g. intranet COTS, DMS), this Contract will address Frontex needs regarding custom developed software solutions and maintenance of the existing platform. It shall be understood in broad meaning with reference to all phases of software life cycle and technical domains of software engineering. Therefore it may cover typical software development as well as maintenance of existing platform and solutions, refactoring, tuning etc. Technologically this Contract is focused on SP, possible future versions of this platform as well as to solutions built on it and interfaces linking it to other software solutions used by Frontex.

6.2.   Work Breakdown

The following packages define the scope of the Contract.

    A. Consultancy

    B. Development

    C. Maintenance and Administration

    D. Training

    E. Project Management

    F. Delivery of software

6.3.   Work description

The following items describe the work planned for this Contract and related competences required. The descriptions cover majority of works however cannot be considered as exhaustive. The descriptions correspond to the Specific Requirements. The scope items listed below are interdependent. For example – Consultancy provides input to Development and the Development may support Consultancy (e.g. via prototyping). It is a contractual obligation that various works under this Contracts are technically harmonized and organizationally synchronized.

6.3.1.   Consultancy

Consultancy shall be understood in a broad meaning by including: development of Information Architecture, business and system requirements analysis, concept development, architecting the solutions and producing high level technical designs. The outputs of Consultancy are: documents, presentations and repositories for the software solutions (e.g. ARCH), for design of user interface (e.g. BRAND), for organization of technical tasks (e.g. test plans, deployment plans etc.), for contents (IA, taxonomies, contents migration etc.) and for assistance to change management related to the implementation of the technical solutions (e.g. development of polices & procedures documents). When combined with Development it may deliver Proof of Concepts or prototypes.

6.3.2.   Development

Development shall be considered with a reference to software development lifecycle. It covers development of complete software solutions but also extensions, plugins, interfaces, administrative scripts, GUI elements as well as customizations and improvements to existing software. This work includes prototyping, elicitation of detailed requirements, detail technical design, production of technical and user documentation, data migration, testing and deploying the solutions. Development services may cover Consultancy services e.g. delivery of IA in course of FP assignment for a complete solution.

6.3.3.   Maintenance and Administration

Maintenance and Administration covers 2nd Level Support as T&M SC and 3rd Level Support as Fixed Price SC for the software delivered by the Contractor or other parties. It may be ordered for: handling and solving incidents and fulfilling service requests escalated by the 1st line of support, implementing change requests to the current baseline, providing and administering various environments (e.g. development, staging, production), deploying new solutions, developing and updating technical documentation for maintenance and administration, testing updates and patches, providing web-master services for portals implemented in SP including modification of graphical elements, managing users, transferring contents, troubleshooting of any reported incidents and problems, cooperation with external providers of 3rd Level Support.

6.3.4.   Training

Training should be understood as delivery of custom designed training in scope requested by Frontex for the software components built on SP platform or use of the platform itself as well as its administration and maintenance. Training will be delivered to power users, end users and to administrators in form of training sessions with hands-on workshops as well as delivery of training materials in form of workshop handouts, training environments with training data and scenarios or wiki-like guides. Delivery of standard trainings offered by the vendor of the SP platform is not included in the scope.

6.3.5.   Project Management

Project Management shall cover all aspects of project management discipline required for delivery of the solutions and services in scope of this Contract. Project Management may be required as embedded service of the Fixed Price assignment as well as a separate T&M assignment for running projects or for preparation of the new projects in the technical scope of this Contract.

6.3.6.   Delivery of software

Frontex may order delivery of COTS and 3rdP existing software (components, libraries, plugins and extensions to SP platform) from the Official Price List of the awarded Contractor. These components may be further customized and embedded into the solutions produced in the developments or licensed to Frontex as COTS.

6.4.   Indicative Implementation plan for the FWC

The list below presents the indicative plan of the implementation of the Framework Contract, which is not binding on Frontex and will be adapted during the contractual period. The composition of the plan presents the intended flexibility in ordering and delivering various work items. The same work item may be ordered under different types of contracts according to the current needs of Frontex. In addition, one SC may cover more than one work item.

- 2nd Level Support Service for the running solutions on SP: continuously

- Content migration from existing sites and testing services for new deployments: 2016

- Migration to SP 2016: 2017

- Integration with central identity management processes: 2017

- Support to organization of development, configuration management and testing of solutions for SP platform: 2016-17

- Development of change requests and improvements to workflows and functionalities: 2016-20

- Development of mobile clients to selected intranet functionalities: 2016-18

- Implementation of selected intranet functionalities to extranet model: 2017

- Development services in scope of ICT TRU Platform: 2017

6.5.   Financial Ceiling

The maximum amount that can be spent under this lot of the FWC cannot exceed 2 650 000 EUR. However Frontex reserves the right to conduct exceptional negotiated procedure based on art. 134.1.(e) to increase the ceiling with the Contractors, if such a need occurs.

6.6.   Key Competencies

Performance of this FWC requires from the Contractors professional capacities, expertise, experience and availability of workforce in the following domains (not exhaustively listed):

- Development, implementation and support to SP

- Development of mobile applications clients in integration with SP platform

- Applications integration and testing

- Analysis and implementation of content management system, collaboration platforms and business workflows

- Design and implementation of business taxonomies, content tagging and search engines

- Design of GUI for web applications and mobile applications for the SP platform

7.   General Requirements

7.1.   Application of GTCITC

General Terms and Conditions for Information Technologies Contracts, as included in Appendix 1 General Terms and Conditions for Information Technology ContractsAppendix 1, apply to this Contract according to the order of precedence defined in the there. Any definition of a term used in this document, if not included in chapter 1, shall be identified in the GTCITC.

The following derogations apply:

● In derogation to Article II.1.2 of the General Conditions and Article 3.4, Article 4.2 and Article 5.3.4 of the General Terms and Conditions for Information Technology contracts, the two-year guarantee starts from the date of signature by Frontex of the Certificate of Conformity described in Article 3.3 of the General Terms and Conditions for Information Technology contracts.

● 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'.

7.2.   Duration

The FWC is expected to have an initial duration of 2 years, starting from the date of its signature by the last contract party, which can be extended, if needed, for up to 2 additional periods of one year, under the sole discretion of Frontex.

7.3.   Venue

The actual venue for each Order and Specific Contract will be defined in the Order Form or the Request for Specific Contract.

The following categorization of place of performance shall be applied:

● Intramural assignments to be performed at Frontex Headquarters (Warsaw, Poland).

● Extramural assignments to be performed at the Contractor's premises.

● Other Location for assignments to be performed at other locations explicitly indicated by Frontex. Reimbursement incurred for travel and subsistence expenses shall be authorized only in case of 'other locations'.

7.4.   Guarantee

The guarantee for the Products acquired via this FWC is for minimum 2 years. The guarantee price shall be included in the purchase price. No maintenance fee shall be included in the Product purchase price.

7.5.   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 each specific Contract to the involved employees of the contractor and updates, changes and in these documents or publication of new documents will be communicated during the execution of the contracts.

The Contractor's staff involved in the execution of the Contract will be asked to sign a Declaration of Confidentiality prior to the start date of their direct involvement in the Contract.

If the Contractor or his personnel and, where applicable, subcontractors fail to comply with the Frontex security rules or with instructions from Frontex Security Manual, 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 the Contractor to demonstrate the valid excerpt of the criminal record of the Contractor staff members planned to participate in the execution of the Contract and to refuse participation to any person that 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.

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 or SC 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.

7.6. Working environment and conditions

Frontex will provide to the Contractor the following resources:

- Access to all necessary premises and elements of infrastructure to conduct the tasks

- Access to all necessary documentation and information in Frontex possession that are necessary to conduct the tasks

and for intramural assignments:

- Office space for the Contractor's staff performing intramural assignments

- 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 under this Contract will be installed on Frontex hardware and will remain within Frontex without deletion, change, or deletion of configuration at the end of the Contract.

- Contractor's staff may bring their company or own computers in order to perform some tasks not related to the Contract, e.g. tasks requested by their employer. In line with Frontex security policies, these devices will not be authorised to connect to any Frontex networks except the those foreseen for Frontex guests.

7.7. Methodologies, best practices and standards

The Contractor shall perform in accordance with technical norms, standards and procedures based on best professional practice in the informatics and/or telecommunications field.

It is required to follow the best practices offered by Microsoft in MSDN, TechNet and official Microsoft technical publications. Frontex requires compliancy with the following methodologies, best practices and standards by default where applicable: PRINCE2[2] or PM2@EC[3], ITIL[4,] RUP[5] and Agile[6], OCG[7] standards,

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[2] PRICE 2 - http://www.prince-officialsite.com

[3] PM@EC – project management methodology adopted by EC that may be made available to the Contractors after signature of the FWC

[4] ITIL - http://www.itil-officialsite.com

[5] RUP - http://www-01.ibm.com/software/rational/rup

[6] Agile – here the iterative and incremental scrum based software development methodology

[7] OCG - http://www.opengeospatial.org/standards/is

MOREQ2[8], OWASP[9], OSSTMM[10], ISO/IEC 12207 and ISO/IEC 25000. Additional requirements regarding applicable methodologies, best practices and standards shall follow the specific tasks.

Additional requirements regarding applicable methodologies, best practices and standards shall follow the Specific Requirements or will be laid in the Request for Services.

7.8.   Transparency and handover

Frontex requires transparency from the Contractor in the provision of services under the Contracts, specifically regarding the organisation and staff engaged, processes and standards used, information and documentation produced in these processes (i.e. bugs repository), and in the methods and tools.

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 reimplementation 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 the 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.

7.9.   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[11].

7.10. Documentation

Technical documentation, whenever applicable, shall apply UML and automated tools for document generation. All applicable tools and standards shall be mutually agreed between Frontex and the Contractor. The Contractor shall adopt Microsoft Manual of Style for Technical Publications (MSTP[12]) for the purpose of producing technical documentation under this Contract.

Frontex requires that all the documents created in the course of the project maintain a high quality. The following criteria shall be adopted when producing the necessary documentation:

- A clear and appropriate document structure, i.e. the document must be organised into chapters, sections, subsections etc. in a clear and logical way.

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[8] MOREQ2 - http://moreq2.eu

[9] OWASP - https://www.owasp.org/index.php/Main_Page

[10] OSSTMM - http://www.isecom.org/research/osstmm.html

[11] http://www.coe.int/t/dg4/linguistic/Manuel1_EN.asp

[12] ISBN 0-7356-4871-9

- Compliance with a writing style that supports a consistent structure, form and style of documents.

- Completeness of documents, i.e. the complete presentation of the entire scope of the described issue without any omission.

- Consistency and coherence of documents, i.e. ensuring mutual accordance of all types of information and lack of logical contradictions of information between the submitted documents or between parts of the same document.

- Proper identification of its title, scope, authors, reviewers, related dates, status, versions, history log, audience, quality or acceptance criteria (if the document is subject to acceptance).

Adoption of the right format and writing style considering the content to convey and the audience. The documentation shall be delivered both in editable electronic and printed format - at least 3 copies. Editable source files for all pictures shall be supplied.

The Contractor shall implement and maintain in perfect order an electronic repository of the technical and project management documentation produced during the course of the FWC. This documentation shall be well organised, identified, kept up-to-date, and marked with its actual status (draft, rejected, approved). The repository shall be whether hosted at Frontex or fully accessible (including its backup copies) from Frontex and the access privileges shall be given to users approved by Frontex.

8.   Specific Requirements

The following requirements have to be respected in the FWC (in the management of the FWC, in T&M, in QT&M and in FP Specific Contracts, unless the requirement limits the scope to a specific type of assignment) and shall be reflected in the Tenderer proposal. All the requirements shall be taken into account when preparing the Financial Proposal. No alterations, reservations, alternatives, exclusions in any means including assumptions or constraints are acceptable.

8.1.   Personnel

No	Title	Description
1	Profiles	All Contractor's staff who take part in the performance of this FWC, related Specific Contracts or Orders, and the candidates offered for it, shall be assigned to one of the profiles specified in this TOR and fulfil the criteria set out there.
2	Alignment to tasks of SC	For the reopening of competition for a Specific Contract, Frontex may verify the offered candidate, who is assessed as compliant to the profile, whether the candidate fits to the tasks planned for the SC. In such a case the Request for Specific Contract will define the evaluation criteria.
3	Interviewing candidates	Frontex reserves the right to interview the candidates for the SC before they take up the duties under the FWC or particular SC. Such interview may take place in form of video conference or physical meeting.
4	Replacement of personnel in T&M or QT&M SC	a. When a person, proposed by the Contractor in reply to Request for Specific Contract is no longer available before the start of the contract, the Contractor is obliged to inform Frontex immediately. b. In case of replacement in the course of the SC, the Contractor shall give one month's notice to Frontex. The prior agreement of Frontex must be obtained in writing about the principle of the replacement and the replacing staff member. c. In case of replacement, the Contractor will provide Frontex with the CVs of proposed substitutes, CV Compliancy Declaration Form and Statements of Intents. The Contractor must propose a minimum of two replacement persons with the required qualifications and experience for the profile and they must have at least the same level of qualifications/education and experience as the person proposed in the original offer. d. In case of replacement acceptance by Frontex, the substitute can assume the work at identical financial conditions, if the Contractor ensures the transition of service between the initial consultant and the substitute. The handover period for service transition must be at least 5 working days, free of charge to Frontex. If no handover is possible, and additional training is needed for the replacement person, at least 10 working days (free of charge to Frontex) must be performed by the replacement person.
5	Underperformance	a. At Frontex' demand, the Contractor must replace personnel who prove to be incapable of carrying out the specified tasks to the required standards. b. The replacement person will be given sufficient training during an adequate handover period, so that he/she becomes immediately operational when the original expert is withdrawn. Any such replacement and training, if required, will be carried out by the Contractor at no additional cost to Frontex.
6	Planned and unplanned absence	a. At Frontex' demand, during holidays or other periods of absence of the person involved, the Contractor will be required to provide an adequate replacement. b. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to Frontex. c. All such training and handover work will be carried out at no additional cost to Frontex. d. Any planned absence shall be agreed by Frontex at least two weeks prior the absence. e. Frontex shall be informed about any unplanned absence (e.g. sickness) immediately.
7	Place of work	a. The primary place of performance for T&M SCs is the Frontex Headquarters. b. The individuals performing the T&M SCs may be tasked to perform their duties in other remote locations for a short period of time. c. If the nature of the tasks or service requires regular or long term visits to other places it shall be clearly indicated in the Request for Specific Contract or Order.
8	Normal working hours	a. Frontex requires that the T&M services are provided in Normal Working Hours. b. At Frontex' demand, in exceptional circumstances or when indicated in the related Request for Specific Contract, the person involved might be asked to work in Extended Working Hours.

9	24/7 for T&M or QT&M	Frontex may require, by clear indication in the Request for Specific Contract, that the services are provided according to the agreed timetable in the 24/7 mode and in total cover 8 hours a day per person on average, counted in one month periods excluding lunch breaks.
10	*Duration of the Assignment*	Frontex may require that a person is assigned for a. Short Term for less than 30 man-days in total b. Long Term for efforts estimated from 30 up to 200 man-days in total c. Very Long Term for 201 man-days or more
11	*Registering time in T&M or QT&M*	a. Each individual performing services under the T&M and QT&M Specific Contracts is obliged to register the time of work on every entry and leave of the place of work by registering its exact time in a form presented in Appendix 4 Attendance Sheet Form. b. The Attendance Sheets shall be continuously available to Frontex for verification. c. The Contractor is required to submit monthly attendance sheets duly completed and signed by the performing person for acceptance by Frontex. d. All the time shall be dedicated to the tasks contracted. e. Frontex reserves the right to use Frontex time management system for automatic collection of entry/exit times to replace the attendance sheets.
12	*Reporting for T&M and QT&M*	a. The Contractor is required to report regularly, not less frequently than once a month, on the status of all tasks laid on him in the reporting period and tasks assigned earlier but not yet reported as completed and related issue log. b. The report on tasks shall be submitted for Frontex acceptance. It shall present at the minimum for each atomic task: a short description, reference to the tasks or service of the Specific Contract, time planned, actual time spent, and indication of completion. Appendix 5 Report on Tasks Performed Form shall be taken as an example. c. The issue log shall present an explanation of the issues linked to the tasks, proposals for dealing with the issues, tracks of the history of each issue.
13	*Kick off and inception*	a. Frontex may require that contracted staff attend a kick-off meeting before starting the delivery of services under a Specific Contract. b. For T&M and QT&M SCs Frontex may indicate in the Request for Specific Contract the duration of the inception phase in which the contracted personnel is required to familiarise themselves with the work environment, methods and tools, and to achieve normal effectiveness in performing the tasks. In case of not achieving the normal effectiveness Frontex may demand from the Contractor to exchange a person or terminate the Contract.
14	*Escalation*	a. 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. b. 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 Contract and the underperformance of its personnel. c. In case of non -acceptance and rejection of the report on tasks in T&M and QT&M SCs the Contractor shall initiate his internal escalation procedure. d. In case of two rejections of the report on tasks for a person the management staff of the Contractor shall propose improvements. e. In case of three rejections or two consecutive rejections of reports on tasks Frontex may demand the exchange of the person or terminate the Specific Contract.
15	*Closure of a Specific Contract*	a. By the end of each Specific Contract or the engagement of a specific person in the Specific 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. b. Frontex may task the Contractor, within the scope and duration of the Specific Contract, to hand over his duties and transfer all knowledge acquired in performing the task to Frontex personnel or another third party contractor, irrespective of if the handover tasks was explicitly indicated in the Request for Specific Contract or not.
16	*Confidentiality*	The staff involved in the execution of any Specific Contracts shall sign a Declaration of Confidentiality before the commencement of work.
17	*Required minimum number of staff in the profiles*	a. Junior SharePoint Developer: 2 b. Senior SharePoint Developer: 2 c. SharePoint Architect: 1 d. System Analyst: 1 e. Project Manager: 1 f. GUI Designer: 1 g. Taxonomy & Information Architecture Specialist: 1 One person can be allocated to one profile with the exception for the Taxonomy & Information Architecture Specialist which can be staffed by person already allocated to any other profile a to f.

18	*Profile of Junior SharePoint Developer*	a. *Has got at least 1 year hands-on experience in software development in Microsoft technologies in the recent 2 years of professional work* b. *Has developed or co-developed at least 1 complete end-user solutions in SP 2013* c. *Presents good command of English, at least at B2 CEFR level* d. *Presents technical capability for developing solutions in SP or newer under surveillance of senior staff* e. *Is capable of writing technical documentation and communicate with teammates effectively*
19	*Profile of Senior SharePoint Developer*	a. *Holds second cycle higher education* b. *Holds MCSD SharePoint Applications Solutions Developer certificate or equivalent* c. *Has got at least 4 years hands-on experience in software development in Microsoft technologies in the recent 5 years of professional work* d. *Has developed or co-developed at least 2 complete end-user solutions in SP 2013* e. *Presents good command of English, at least at B2 CEFR level* f. *Presents high degree of capability and technical knowledge for developing solutions in SP or newer unassisted and to guide junior staff* g. *Has teamwork experience in developing software, preferably in agile frameworks* h. *Is capable of writing end user and technical documentation, and communicate fluently with stakeholders on technical and user requirements matters*
20	*Profile of SharePoint Architect*	a. *Holds second cycle higher education in computer science* b. *Holds Microsoft certificate at master level (the retired MSM, MCA, MSCM) or a collection of MCSD and MSCE certificates) or equivalent* c. *Has got at least 2 years hand on experience in architecting software systems* d. *Has got at least 4 years hands-on experience in software development in Microsoft technologies in the recent 6 years of professional work* e. *Directly participated in at least 2 projects concluded with successful implementation of SP based solutions at its complete lifecycle in at least one of the following roles: architect, development manager, analyst, senior developer.* f. *Presents good command of English, at least at C1 CEFR level* g. *Presents expert degree in architecting SP or newer platforms* h. *Present capability to guide development teams and consult business stakeholders* i. *Has teamwork experience in developing software, preferably in agile frameworks* j. *Is capable of writing specifications, concept documents, end user and technical documentation, give presentations to business stakeholders stakeholders on technical and user requirements matters*
21	*Profile of System Analyst*	a. *Holds second cycle higher education* b. *Has passed comprehensive training in SP or newer platform in scope of its design, configuration, branding and governance.* c. *Has got at least 2 years hand on experience as business or system analyst in the recent 5 years of professional work* d. *Directly participated in at least 2 projects concluded with successful implementation of solutions based on SP platform at its complete lifecycle in at least one of the following roles: business analyst, system analysis, architect and preferably supplemented by experience in testing SP based solutions and training its users* e. *Presents good command of English, at least at C1 CEFR level* f. *Presents expert degree in using and configuring SP or newer platforms* g. *Present capability to guide development teams and consult business stakeholders* h. *Has teamwork experience in developing software, preferably in agile frameworks* i. *Is capable of writing specifications, concept documents, end user documentation, give presentations and trainings to business users*
22	*Profile of Project Manager*	a. *Holds second cycle higher education* b. *Has got at least 4 years hand on experience as project manager of implementation of IT systems* c. *Directly participated in at least 2 projects concluded with successful implementation of solutions based on SP platform at its complete lifecycle in at least one of the following roles: business analyst, system analysis, architect and preferably supplemented by experience in testing SP based solutions and training its users* d. *Presents good command of English, at least at C1 CEFR level* e. *Is certified in project management discipline* f. *Present capability to manage projects, guide project teams and consult business stakeholders* g. *Has teamwork experience in agile teamwork frameworks* h. *Is capable of writing business cases, plans, concept documents, give presentations and chair workshops for business users*
23	*Profile of GUI Designer*	a. *Holds first cycle higher education* b. *Has passed comprehensive training in SP or newer platform in scope of its functionality and branding.* c. *Has got at least 2 years hand on experience as GUI designer in the recent 5 years of professional work* d. *Directly participated in at least 2 projects concluded with successful implementation of solutions based on SP platform in at least one of the following roles: GUI designer and preferably supplemented by experience in requirements analysis and testing user experience in the solution*

		e. Presents good command of English, at least at B2 CEFR level
		f. Presents capability to guide development teams and consult business stakeholders on GUI and user experience
		g. Has teamwork experience in developing software, preferably in agile frameworks
		h. Is capable of designing user interface mock-ups, transferring requirements into graphical elements of the system writing specifications concept documents, end user documentation and producing graphical artefacts to be included in SharePoint interface
24	*Profile of Taxonomy and Information Architecture Specialist*	a. Holds second cycle higher education
		b. Has passed comprehensive training in SP or newer platform in scope of its design, configuration, branding and governance.
		c. Has got at least 2 years hand on experience in designing taxonomies and designing Information Architectures in the recent 5 years of professional work
		d. Directly participated in at least 2 projects concluded with successful implementation of solutions based on SP platform at its complete lifecycle in at least one of the following roles: business analyst, system analysis, architect and preferably supplemented by experience in design of taxonomies, search engines and information architecture
		e. Presents good command of English, at least at C1 CEFR level
		f. Present capability to guide development teams and consult business stakeholders on: sites structures, definition of the taxonomies and metadata management policy documents, navigation and visualisation of navigation means, definition of the content types and related policies, communication channels, search refiners, possible ways of personalisation, definition of the landing pages, document libraries structure, views for lists and libraries, definition of personas
		g. Is capable of writing specifications, concept documents as well as structural repositories for taxonomies
		This profile can be shared with one of the other profiles.

8.2. Project Management

No	Title	Description
25	*PM Artefact*	The following artefacts are required: • Project Management Plan (PMP) • Stage/Iteration Plan (S/IP) • Minutes of Meetings (MoM) • Project Reports (RE) • Project Logs (LOG)
26	*Project planning [PMP]*	The Project Management Plan should cover the totality of project management aspects during the entire duration of the Contract. In addition to the Contractor's typical elements of the project plan the following shall be covered and agreed with Frontex: • Goals and priorities • Product description • Description of project repository • Description of configuration management • Planned quality assurance and control • Project team, roles and organisation structure • Project tolerances • Scope management • Risks risks • Master schedule
27	*Stage/Iteration Plan [S/IP]*	Project Stage/Iteration Plan shall be considered as very practical projection of the PMP for the particular stage of the project. In specific it: contains decisions to be taken and critical issues, covers all deliverables and activities required, balances the resources in visible way, allows planning of meetings and engagements of Frontex staff in at least 1 week in advance, books Frontex resources, reflects the schedule baseline (initially approved schedule) and the actual plan in one chart, contains the actual list of team members, their roles and % of dedication to the project, is maintained continuously to reflect the current progress and status of the project.
28	MoM	The Contractor shall be responsible for drafting and disseminating minutes of the meetings within 3 working days from the end of the meeting. Minutes must be a

		tangible record of the meeting for its participants and a source of information for people who were unable to attend. They must capture in a clear, unbiased and concise way the essence of the meeting, its agenda, positions presented during the meeting, decisions taken, action items set and reviewed. Capturing the minutes live during the meeting and visible to all participants on the screen is a preferred method of drafting.
29	RE	Regular bi-weekly (or if agreed by Frontex – monthly) Highlight Reports as well as: End Stage, End Project, Exception Reports, Lessons Learned Reports are required.
30	LOG	The contractor shall maintain continuously the following registers: Risk Log, Issue Log, Quality Log, Daily Log and Configuration Item Record.
31	Product Descriptions	Product Descriptions shall be prepared by the Contractor and agreed with Frontex prior to the development of the product.
32	Escalation	Frontex recognizes the need for escalation when issues need senior-level's awareness or intervention, especially if there is a risk of going beyond the project tolerances, or there is a risk or event breaching the terms and conditions of the contract, security or safety rules, or the decisions cannot be taken in a timely manner according to standard project management procedures. In such cases the Contractor must immediately escalate the issue, in the first instance, to the Frontex Project Manager, in the second instance to the Project Board. The escalation shall be accompanied by unbiased and clear documentation and recommendations.
33	Conciseness of plans	PMP shall convey content which is specific for the project. No voluminous presentation of standards is allowed. Static parts (methodology) shall be separated from dynamic parts (schedule).
34	Compliancy of the PM methodology	a. The project management methodology applied by the Contractor shall be compliant with Prince2. b. Frontex may require the Contractor to apply processes and templates specified by Frontex.
35	Frontex staff availability	The Contractor shall precisely address his requirements for contributions from Frontex staff by definition, level of details and deadlines while respecting the time limitations of staff due to missions and other assignments.
36	Role of SC Contract Board	Most of the FP SCs are established in correspondence to Frontex IT Enabled Projects. In these cases the FP SC covers a part of the scope of the Frontex IT Enabled Project. For these projects Frontex establishes project management structure according to his internal policies. The following roles are established: Project Executive (Owner), Senior User, Senior Supplier, Project Manager and optionally support of Contract Officer, PMO and ICT Support to PM. a. A SC Contract Board shall be established for each FP SC for effective sponsorship at both sites, surveillance of the progress and quality of SC, communication between Frontex and the Contractor at managerial level, consultation regarding management of the contractual changes and for dealing with issues escalated from project managers or users. b. The SC Contract Board shall be composed of Senior Supplier and optionally Project Executive from Frontex and Contractor's Executive from the Contractor site. c. The SC Contract Board shall be supported by Contracting Officers from both sites. d. The SC Contract Board shall be supported by Project Managers from both sites.
37	Role of SC Contractor's Executive	a. The Contractor shall nominate SC Contactor's Executive who will be ultimately representing the Contractor's company and subcontractors vis a vis Frontex for the supervision of all the FP SC, overall performance of the Contractor, change management and escalation of issues not solved at the level of the individual contracts. b. The role of SC Contractor's Executive may be played by the FWC Executive. c. The SC Contractor's Executive shall assure sponsorship for Contractor resources. d. The SC Contractor's Executive shall be available for meetings of SC Contract Board meetings on short notice (the same calendar week) when requested by Frontex.
38	Role of PM	a. The Contractor shall nominate his Project Manager that should perform this role during the complete duration of the FP SC. He coordinates and manages for the

No	Title	Description
		Contractor the execution of Specific Contracts and the Contractor's resources. PM is responsible for delivery of the all contractual deliverables and work packages in the conditions of the SC. b. *The nominated PM shall take the responsibilities described for his profile.* c. *PM shall be entitled to represent the Contractor in daily cooperation with Frontex and to decide the allocation and tasks of the Contractor project team members.* d. *The Contractor PM shall work in close cooperation with the Frontex PM, report, advise, assist and support him in favour of the Frontex project that the Specific Contract is contribution to.* e. *The Contractor PM shall work with the project team at Frontex premises or, if the project is performed at other locations, he should work at that location with regular frequent visits to Frontex Headquarters.* f. *The Contractor PM may be required to provide planned or ad hoc presentations of the projects that he is managing to Frontex and MS stakeholders.*
39	*Synchronization and Harmonization*	a. *Projects under this FWC will be performed in the context of other projects and service delivery processes. Therefore the Contractor shall define and maintain relations with other projects synchronise related activities and harmonise the processes to the greatest possible extent. The Contractor shall foresee the synchronisation and harmonisation efforts in planning and reporting.* b. *It is required that all the projects being performed by the FWC Contractor are managed in a unified way. It is required that the Contractor periodically presents to Frontex unified portfolio level reports on the ongoing and planned projects, their status, dependencies, shared risks and issues, resources used, projected benefits delivery plan and plan of new releases and roadmaps of already operational systems.*
40	*Dedication of resources*	*The Contractor shall present in the project plan the resources allocated to the project. A situation where the same key project resources are assigned to more than one project should be avoided.*
41	*Project repository*	*All project management documentation shall be handle in electronic format in project repository fully accessible to Frontex. The recoverable copy of the repository shall be handed over to Frontex.*
42	*Quality reviews and docs*	*The Contractor shall perform internal quality reviews and the related documentation shall be accessible to Frontex.*

8.3. Consultancy

Consultancy services and the related artefacts are not predefined on the FWC level. They will be defined in the actual request for Specific Contract. Consultancy may refer to delivery of individual artefact from other areas, planning, recommendations, verification of any items defined in this TOR. For example: development of IA, planning of testing, recommendations for performance improvements or verification of ARCH designed by Frontex. Therefore all the other requirements presented in the TOR are binding for Consultancy.

8.4. Software Development

The following understanding of deliverables shall be assumed when developing software (including changes and updates) based on Fixed Price Specific Contracts. Frontex will decide about which specific artefact will be mandatory for each SC.

No	Title	Description
43	*Artefacts in Software Development*	*The following artefacts are required in software development:* o *Architecture (ARCH)* o *Information Architecture (IA)* o *Business and System Requirements Document (BRD/SRS)* o *Technical Design Document (TDD)* o *Branding design (BRAND)* o *Source code (CODE) including data files, scripts and other files needed for executable system* o *Executable software (EXE)*

		o Unit Tests (UT) o Automated Tests (AT) o Technical Documentation (TD) o Administrator Documentation (AD) o User Manual (UM) o Test Plan (TP) including testing traceability matrix o Test Cases and Test Scenarios (TC/S) o Test Log (TL) o Test Summary Report (TSR) o Application deployment (DEP)
44	IA	*The IA Information Architecture shall be delivered as the recommended design covering at least:* • *web applications/ site collections /sites / libraries / lists structures* • *definition of the taxonomies with the related taxonomy management rules and draft metadata management policy documents* • *definition of actual nodes in navigation and visualisation of navigation means implemented in the Solution* • *definition of the content types and related SP policies* • *communication channels* • *search refiners* • *possible ways of personalisation* • *values for labelling user interface and the hints for mouse hoover* • *definition of the landing pages* • *document libraries structure* • *views for lists and libraries* • *definition of personas for the Solutions and user roles* • *contribution to Frontex policies and procedures concluding from the IA*
45	ARCH	*Architecture documents shall convey at the minimum the following information or equivalents:* • *Vision of the system* • *Architectural goals* • *Architecturally significant requirements and constraints* • *Key abstractions* • *Architectural decisions and options* • *Architectural mechanisms and patterns* • *Operational model and deployment approach* • *Architecturally significant design elements* • *Critical system interfaces* • *Capacity, performance and scaling* • *Security* • *Assets to be reused* • *Guidance for developers*
46	BRD/SRS	*The combined Business Requirements Document and System Requirements Specification shall convey at the minimum the following information or equivalents:* • *Vision of the system* • *Business case and justification* • *Scope definition (inclusions, exclusions)* • *Business use cases and use case specifications* • *Actors and roles* • *Business rules* • *Requirements register*, system use cases and use case specifications or user stories and storyboards (including priorities, dependences and sourcing)* • *Use case realisation model* • *UI mock-ups* • *Business domain model and taxonomies* • *Non-functional requirements* • *Quantitative analysis* • *Initial specification of test cases*

		• *Effort estimates* ** The register shall be maintained as electronic repository of the requirements that allows on-line collective commenting, track history, editing, breakdown and traceability of the requirements to other artefacts for both the Contractor and Frontex. The requirements shall be further broken down to the granularity needed for implementation and testing meeting SMART characteristic. Traceability of the requirements shall be maintained at least for decomposition to more granular requirements, for test cases and releases.*
47	*TDD*	*Technical Design Document shall be composed of following elements or equivalents:* • *Use case realisation model refinements* • *Mock-ups, navigations, UI or functional prototype* • *Technology prototypes or technology evaluation report* • *System component model* • *System domain model (including taxonomies and lifecycles of data items)* • *Internal interfaces description* • *External interfaces control documents* • *Security, authentication and authorisation model* • *Deployment model and connectivity* • *Data migration* • *HW sizing, capacity and performance model* • *Assumptions and constraints* • *Refined test cases* • *Requirements - design components – test cases traceability matrix*
48	*BRAND*	*The BRAND shall at least cover the fully fledged, final resolution, colourful navigation, UI java scripts, master pages, pages layouts, styles, graphics, composed looks, icons and user snippets. Branding shall delivered as *.wsp files.*
49	*TD*	*Technical Documentation shall be at the minimum composed of following elements or equivalents:* • *Source code structure and description* • *Low level design documents if used (e.g. state machine diagrams, sequence diagrams, deployment diagrams)* • *Standards used* • *Detailed physical data models* • *Description of interfaces and APIs* • *Deployment manual and configuration* • *Release notes* • *Reports on unit tests* • *Specification of Open Source software or any third party software used and its configuration* • *Requirements - design components – test cases traceability matrix* • *Updates to TDD reflecting "as implemented" status with clear indications on the departure from the approved TDD*
50	*AD*	*Administrator Documentation shall be at the minimum composed of:* • *A description of the environment configuration (hardware and software)* • *A description of the deployment of new versions including how to switch the application in maintenance mode* • *A description of the application configuration (setting up the application configurable parameters)* • *Standard operating procedures (SOPs) describing how to perform common administrative tasks such as, disaster recovery procedures, database administrative tasks, monitoring performance, installation of new versions of the application.* • *Information about backup/restore procedures (what to backup, how often, type of backup, etc.)* • *Contractor's recommendation regarding configuration management* • *A description of troubleshooting procedures in general and for specific most frequent incidents* • *A description of important parameters to monitor*

		• A description of basic tests to be performed by the system administrators in order to check if the application is up, running and behaving properly after system shutdown and re-launch • A description of the application log management procedure (when, how often and how the application log files shall be managed)
51	*TP*	Contractor shall provide Test Plan for all testing activities to be performed in all stages of production and delivery and the acceptance test performed by Frontex. Test Plan: • defines test approaches and methods • provides traceability of tests to the requirements • defines the testing environments, tools and administrative procedures for testing environments including management of test automates and test data • defines procedure and repository for ticketing the bugs • defines roles and procedures for testing • defines reporting • defines coverage and test criteria • provides test cases and test scenarios • schedules test activities
52	*Qualification to UAT*	The qualification to user acceptance test UAT is based on the documented results of tests performed by Contractor and the test results validated against the pass criteria: • Agreed user story tests, use cases or detailed requirements at the defined coverage • System test (testing the whole system via UI) • Agreed Load and Performance tests • Complete Integration and Regression testing • Security testing Frontex may include any of these tests in UAT.

53	*Deployment of the Solution*
	
	DEP
		a. The qualification for deployment on Staging environment is based on the documented results of test performed by Contractor:
		  • Automated deployment test
		  • Sanity test (after recovery, deployment or restart)
		b. The Contractor is required to deploy the Solution on Staging and Training environment.
		c. The deployment of the Solution on the Production environment will be performed following positive results of UAT by Frontex with on-site assistance of the Contractor and according to the documentation provided by the contract. The documentation shall be sufficient for the unassisted similar deployments in future.

54	*User Manual* *UM*	A User Manual shall include all the information needed to learn the application. Basic computer knowledge (Windows, Office and Internet Explorer) shall be sufficient to understand the manual. The User Manual should be delivered at least in form of searchable and structured electronic content page that can be made available on Intranet.
55	*Delivery*	a. All the deliverables shall be submitted to Frontex in accordance with the project Schedule. The official submission shall be confirmed by Frontex representative in form of a Consignment Note. Each deliverable shall be submitted to Frontex in: b. regarding software deliverables: complete copy of all source code including the related data files, scripts and other files needed for building the executable and operational Solution, executable software, administrative scripts and the related release notes - all delivered in a form of installable release package and archived copy of the code repository. c. regarding document deliverables: one colour printed document and one electronic copy in editable formats (mainly MS Office formats) d. a complete copy of the project repositories in an installable form.

56	*Model for Software Development Lifecycle*	a. Software development shall be primarily conducted in accordance with SCRUM methodology. b. The Contractor shall propose his recommendation for a software development process in compliance with Frontex requirements. Frontex and the Contractor will adjust the proposed methodology to the actual needs and constraints on the commencement of the Contract. c. In specific circumstances, agreed upon by Frontex and the Contractor for a Specific Contract, it might be needed to organise software development according to Rational Unified Process.
57	*Compulsory Reports from software development*	The following reports shall be maintained continuously during the software development process at minimum: a. Product log b. Sprint log c. Burn down chart d. Quality log
58	*Identification of Deliverables*	a. All deliverables shall be identified and marked as configuration items (CI). Each deliverable submitted for acceptance shall carry the CI identification number, versions, and versions history log. The deliverables submitted for acceptance shall correspond to each other by allocation to the same configuration baseline. b. Each deliverable shall be subject of quality check by the Contractor. The deliverable shall carry information on when and who personally performed the quality check prior its submission. c. For each document type of deliverable there should be an evidence of all Frontex comments collected in working level reviews and how they are addressed. d. For each software type of deliverable there should be an evidence of all defects discovered to them by Frontex and the Contractor and how they are addressed.
59	*Source Code Control*	All development source code, along with relevant documentation and all software assets, including configuration data and scripts, shall be uploaded and stored in a source control repository at Frontex premises. This can be done either by working directly on the Frontex source code repository or by uploading stable source code snapshots in the event that the supplier is working remotely. All check-ins must have a clear English description of the modifications in the form of (where XXXX stands for unique identification): • bug XXXX: description - if the check-in is related to a bug fix • story XXXX: description - if the check-in is associated with a user story • other: description - if the check-in is not related to a bug or a story number
60	*Installation Packages*	Each release of software shall be handed over to Frontex in the form of installation packages accompanied by appropriate release notes, an installation manual, configuration data and other elements needed for successful installation. Updates to manuals and self-explanatory power point presentation of the changes and the new features together with screenshots shall be delivered prior the release.
61	*Defects DB*	a. Any issues, bugs or defects identified in the system under development shall be recorded in the Defects DB b. The Contractor shall implement this database c. Any issues, bugs or defects identified in operational use of the system shall be recorded in the Defects DB hosted at Frontex premises d. The Defects DB must provide reporting capability to reflect the status of the issues as well as to provide statistical data on bugs and the tempo of resolving them e. Any resolved issue, bug or defect registered in the Defects DB must be accompanied by the reference to the version, versions, release in which the issue is resolved f. Frontex shall have full access to the Defects DB
62	*Artefacts Repository*	a. Each incremental build that is of release quality and contains new functionality must be archived into an Artefact Repository tagged by build number b. The Artefacts Repository shall be hosted at Frontex premises
63	*Release Notes*	Any new releases of software shall be accompanied by Release Notes that provide clear reference to the implemented stories, change requests, issues, bugs and defects corrected in it.

64	Development Infrastructure	a. For all intramural developments the infrastructure composed of software and hardware that is needed for software development shall be designed by the Contractor, agreed with Frontex, and provided by Frontex b. The Contractor shall provide administration of their development environment by default. However Frontex reserves the right to take over the administration of the entire development environment or selected components c. For all extramural developments the infrastructure composed of software and hardware shall be provided by the Contract and the related costs shall be included in price
65	System Health Checks	Frontex may at any time perform on their own, or by use of a third party, checks on the system's health. In case the results indicate failures in the implementation and compliance to the required standards and practices the Contractor will be required to correct the system immediately at his cost.
66	Process Audit	a. Frontex may require an audit of the actual software development processes being executed by the Contractor against the plans, applicable standards and requirements b. Any such audit shall last no longer than 2 working days in 12 months c. Any observed deviations from the plans, applicable standards and requirements shall be rectified or, if justified for Frontex interest, can be waived by Frontex
67	Testing Scope	a. Automated tests delivered by the Contractor covers: • Unit tests • Agreed user story or use cases tests • Sanity tests (after recovery, deployment or restart) • Agreed Load and Performance tests b. The following tests apply for the solution as a whole and shall be performed by the Contractor: • Regression testing • Security testing • Load and Performance testing c. All the tests shall be documented by the Contractor. The documentation of the tests, including the results, shall be handed over to Frontex
68	Acceptance Tests UAT	a. The Product shall be free of defects b. Frontex decides about eligibility for acceptance testing based on the reported results of the tests performed by the Contractor c. The acceptance of the Product shall be granted based on the positive results of the Acceptance Tests d. The results of the Acceptance Tests shall be qualified by Frontex e. The scenarios and test cases for the Acceptance Tests shall be delivered by the Contractor for Frontex acceptance. Frontex may extend the scope of the acceptance testing on his decision. f. The test success criteria have to be approved by Frontex. g. Frontex reserves the right to decide if the Acceptance Test is performed: by Frontex with continuous support and assistance of the Contractor, by the Contractor with Frontex control, or by third party with Frontex control and the Contractor assistance. h. The Acceptance Tests shall be performed on the environment simulating the final production environment, preferably on the Staging Environment i. The testing tools and scripts shall be delivered by the Contractor.
69	Unit Tests	The minimum required unit test coverage for business or other operational logic (e.g. web services, UI Logic) shall be agreed by Frontex in the project plan, however by default it should not be less than 70%.

70	Security Testing	a. The deliverables (software/server) need to pass the attack vectors defined in the OSSTMM (Open Source Security Testing Methodology Manual) in its current version. If the deliverables include web-applications or other web-based technologies, they need to pass all the vulnerability tests defined in the OWASP standard (Open Web Application Security Project). The most current version is OWASP 4.0, which is constantly adjusted to cover new threats and attack vectors. Therefore, the current OWASP version at the time of signing the contract should be used as the reference.
		
		b. Security Test shall cover at least the following:
		    i. SQL injection to ensure that the SQL queries are parameterised and that any input used in a SQL query is validated
		    ii. Cross-site

		iii. Cross-site request forgery
		iv. Data access to look for improper storage of database connection strings and proper use of authentication to the database
		v. Input/data validation to ensure all client-side validation is backed by server-side validation, to avoid poor validation techniques such as reliance on file names or other insecure mechanisms, and to make security decisions and output that is based on user input encoded using appropriate library
		vi. Authentication to ensure that minimum error information is returned in the event of authentication failure and to ensure that credentials accepted from users are securely stored (hashed with a key) and check if authentication attempts are audited
		vii. Authorisation to limit database access and to separation privileges
		viii. Sensitive data to avoid mismanagement of sensitive data by disclosing secrets in error messages, code, memory, files, or the network
		ix. Auditing and logging to ensure the application is generating logs for sensitive actions and has a process in place for auditing log files periodically
		x. Code that uses cryptography to check for a failure to clear secrets and improper use of the cryptography APIs themselves
		xi. Threading problems to check for race conditions and deadlocks, especially in static methods and constructors
71	*Penetration Test*	*Frontex may at any time perform on their own, or by use of a third party, a security penetration test. In case the results indicate obvious security gaps or vulnerabilities or failures in the implementation and compliancy to the required standards and practices the Contractor will be required to correct the system immediately at his own cost.*
72	*Effort Estimation*	*It is required to provide an effort estimate for each software development assignment based on Fixed Price and to decompose the estimate down to deliverables, split into profiles and provide traceability to requirements or group of requirements. The decomposition shall not be considered as any type of limit of efforts.*
73	*Development Team*	a. *The team engaged in software development shall be composed of professionals who are accepted to the FWC Team and who meet the requirements set for the profiles* b. *The composition of the team, profiles, roles and planned level of engagement shall be indicated in the response to the Request for Specific Contract and reflected in the Project Management Plan* c. *Contractor is free in defining roles within the team*
74	*Comprehensiveness of Configuration Management*	a. *The Contractor is responsible for harmonised management of the configuration for all configuration items related to all activities related to the FWC* b. *The Contractor is responsible for maintaining the consistency of the source code across all software development activities under various assignments of the FWC and merging all simultaneous or overlapping versions and branches*

8.5. Third Level Support

Third Level Support will be ordered as Fixed Price SC.

No	Title	Description
75	*Role of Frontex*	*Frontex provides 1st Level Support and 2nd Level Support to Frontex users by its own teams or by T&M contractors. In case none of these levels can solve an incident or a problem it is addressed to the Contractor providing 3rd Level Support.*
76	*Guarantee*	*The 2 years guarantee is provided by default at the price of the software product and component provided or developed with no additional cost to Frontex for corrective and adaptive maintenance at the levels offered to wide market by the vendor of the product or component.*
77	*Role of Contractor*	*The primary role of the 3rd Level Support is ensuring that the software product and it's all components, remain fully operational or can be restored to full operation under the defined conditions and service level requirements. The service shall also keep the system aligned with technological changes of its environment. It includes Preventive, Corrective and Adaptive Maintenance at the levels established in this TOR or individually in SC. Contractor is required to provide single point of contact and coordination for all offered Maintenance Services to Frontex, including those coming from 3rd parties.*

78	Scope	3rd Level Support shall be provided for all software components including server and client software, all layers including business and middleware, the bespoke application, COTS and OSS of the delivered systems or being a subject of this service.
79	Integration and harmonization	3rd Level Support shall be integrated within the tools and infrastructure and harmonised with the processes of other levels of support, software development and HW maintenance activities.
80	External access	External access to Frontex systems will not be granted by default. Frontex may decide, if in his interest, to grant temporary remote access to Staging Environment and define mandatory security requirements that have to be met by the Contractor. In exceptional situations, when solving an urgent incident which cannot be replicated in other environments, an assisted remote session to the Production Environment can be established for the Contractor's named staff. The named staff accessing the Production Environment must be previously authorised by Frontex. Such an exception may be applied temporally and under full control of Frontex. Contractor may access and manipulate merely the minimum of data for diagnostic and repair. The Contractor must not copy, must not delete and must not alter neither any data nor logs. Any operation performed by the personnel accessing the Production Environment remotely, including view of data, must be logged for auditing.
81	Place of work	Primarily the services shall be provided extramural, however all on-site interventions shall be done at Frontex Headquarters.
82	Preventive Maintenance	The Contractor shall carry out regularly corrective maintenance tasks on his initiative to lower the risk of failures or to mitigate security vulnerabilities. That shall include, but is not limited to: distribution of patches, performing health checks, reconfiguration.
83	Adaptive Maintenance	The Contractor shall implement all necessary modifications to the released software that are necessary for sustaining its full operational capability due to the modifications of underlying software products such as the upgrade of operating system, database or other infrastructure software.
84	Corrective Maintenance	The Contractor shall repair all failures (including degradation of performance below thresholds), vulnerabilities and bugs of the delivered product and software components in order to restore it and keep in perfect working order.
85	Reproduction and diagnosing	a. The Contractor shall maintain the environment necessary for reproducing faults at his own premises b. If the fault has to be diagnosed in the Frontex environment the Contractor has to be assisted by Frontex staff c. The Contractor will not be allowed to make changes directly to the production environment
86	Work around	Any work-around shall eventually be exchanged for the final systemic solution that should be delivered as a regular release or patch.
87	New Versions	Any new release shall be compliant with the requirements set for software development, including the scope of testing, assisting documentation, and the sequence of deployment to specific environments.
88	Hot-line support	The Contractor shall provide hot-line support for solving urgent problems and failures that cannot be solved by the lower levels of support.
89	Distribution	Distribution of patches, documentation, media and other related goods shall be included in the price of the Service.
90	Documentation	Any solution provided by Third Level Support shall be duly documented and reflected in the regular users, administrator and technical documentation.
91	Service window	Third Level Support shall be available in 3 options: • Basic available in Normal Working Hours • Standard available in the Normal Working Hours and Extended Working Hours on Normal Working Days • Critical available 24/7
92	Single Point of Contact (SPoC)	The Contractor shall nominate and inform Frontex about his Single Point of Contact for addressing all communications regarding third Level Support. This person will be responsible for the coordination of all related activities (including prioritization, escalation and managing contract with third party vendors, monitoring thresholds) and reporting.

93	*Incident management process*	a. *On T1, if needed, Frontex will escalate and send a Request for Intervention to the Contractor SPoC e-mail. Within T2 hours, the Contractor shall send a Request for Intervention Acknowledgement back to Frontex. The Contractor shall confirm that the incident description was received, communicate the unique incident number (ticket number) and indicate T3.*
		b. *If On-Site-Intervention is required then per a request from Frontex: Within T5 hours, the Contractor shall arrive in Frontex with proper tools for solving the specific incident. Within T3 the incident shall be resolved by the Contractor and verified by Frontex; Frontex will send a message to the Contractor SPoC e-mail stating the incident's closure. The Contractor shall send a message to Frontex clearly specifying the T1, T2, T3, T4, T5, the problem diagnosis and the actions carried out by the Contractor to solve the incident.*
		c. *If Remote Assistance is required and permitted by Frontex, then: Within T6 hours, the Contractor shall be available by phone for Frontex with the relevant information needed for solving the specific incident. Within T3 the incident shall be resolved by the Contractor and verified by Frontex; Frontex will send a message to the Contractor SPoC e-mail stating the incident's closure. The Contractor shall send a message to Frontex by e-mail clearly specifying the T1, T2, T3, T4, T5 (if exists), T6, problem diagnosis and actions carried out by the Contractor to solve the incident.*
94	*Service level requirements for incidents*	*Definitions:* *T1: any time during service availability* *T2: Incident-Notification-Acknowledgement-Time* *T3: Incident-Planned-Resolution-Time* *T4: Incident-Actual-Resolution-Time* *T5: On-Site-Intervention-Time* *T6: Remote-Intervention-Time* *Requirements:* a. *T2 must be less than 4 maintenance hours* b. *T3 must be less than 24 maintenance hours* c. *T4 must be less than 40 maintenance hours* d. *T5 must be less than T2+16 maintenance hours* e. *T6 must be less than T2+4 working hours* *Frontex may set different service levels in a request for Specific Contract.* *Temporary solution shall be considered as meeting the required threshold of T4 if: the technical solution is coordinated and technically accepted by Frontex, is implemented in T4 with no degradation in functionality and performance and the deadline for delivering permanent solution is agreed.*
95	*Problem management process*	a. *Frontex may organise an ad-hoc meeting notifying the SPoC via e-mail, in order to acknowledge the problem's existence and assess its impact.*
		b. *Within T1, the Contractor shall establish a register containing all incidents (and/or all devices impacted) associated with the problem.*
		c. *Within the T2 timeframe, the Contractor shall send to Frontex an action plan to solve the problem. The outcome of the action plan must be guaranteed by the Contractor who is supposed to have tested it before delivering the plan to Frontex. The relevant Test Reports shall be delivered to Frontex in advance, as the Contractor responsibility.*
		d. *Frontex may approve or refuse the action plan and the solution.*
		e. *If approved, then: Frontex shall send to the Contractor an e-mail of approval and within the T3 timeframe, while monitoring the implementation, the problem shall be solved by the Contractor.*
		f. *The progress on the action plan shall be monitored daily and reported weekly by the Contractor to Frontex.*
		g. *If refused, then: The Contractor shall propose a new solution with the additional help of manufacturers, or shall provide evidence proving that there is no acceptable solution to the problem.*
96	*Service level requirements for problems*	*Definitions:* *T1: request for preparing a file related to the problem* *T2: days allowed for delivering an action plan to solve the problem* *T4: days allowed for solving the problem* *Requirements:* a. *T1 must be less than 5 maintenance days* b. *T2 must be less than 5 maintenance days*

No	Title	Description
		c. T4 must be less than 10 maintenance days
		Frontex may set different service levels in a request for Specific Contract.
		Temporary solution shall be considered as meeting the required threshold of T4 if: the technical solution is coordinated and technically accepted by Frontex, is implemented in T4 with no degradation in functionality and performance and the deadline for delivering permanent solution is agreed.
97	*Reporting 3rdREP*	*Contractor shall monthly report to Frontex on 3rd Level Support regarding:* a. *Outstanding problems and incidents with related statistics and tracked history* b. *Detailed statistics of service level requirements showing the departure from the targets*
98	*Penalties*	*In case the Contractor does not meet the required Service Levels requirements the Contractor is due the penalties equal to the fraction of the value of the yearly maintenance fee:* i. *0.5% for a day of delay of T4 in case of delays for software of the production system that stops business processes in the solution.* ii. *0.2% for a day of delay of T4 in case of delays for software of the production system that in the case of other delays.* *Frontex may set different levels for penalties in a request for Specific Contract.* *The penalties described here do not limit Frontex from applying the measures indicated in the GTCITC.*

8.6.   Training

No	Title	Description
	Training artefact	*The following artefacts are required for trainings:* o *Training Plan (TRAINP)* o *Training (TRAIN)* o *Training Materials (TRAINM)* o *Training Environment (TRAINE)* o *Training Report (TRAINR)*
99	*Training for Power users (TRAIN)*	*Power users shall be trained in the requested scope in a form of workshops performed in the Training Environment with practical use cases appropriate for Frontex processes. Training shall effectively prepare the Power users to use the solution, participate in design and implementation, provide support to end users or training to end users. The maximum number of Power users for each training session shall not exceed 10.*
100	*Training for End users* *(TRAIN)*	*End users shall be trained in the requested scope in form of workshops performed in the Training Environments with practical use cases. Training shall effectively prepare the Power users to use the solution. The training methods and examples used in the workshop shall fit to the context of the actual tasks of the end users. The maximum number of End users per training session is 10.*
101	*On-job Training* *(TRAIN)*	*Frontex may order On-job Training which will be provided to selected Power users, End users or Administrators. The training shall be delivered in a form of assistance to daily tasks of the attendees. The trainer is expected to assist the attendees by solving their problems, replying questions and proactively explaining the best methods of performing the tasks and explaining its context.*
102	*Training for Administrators* *(TRAIN)*	*Administrators (including Frontex Help Desk) shall be trained in form of practical workshops in scope of administrative tasks. Training shall effectively prepare the Administrators to administration of the solution, providing 1st and 2nd Level Support, performing SOPs, and participate in design and implementation. The maximum number of Administrators for each training session shall not exceed 10.*
103	*Training Plan* *(TRAINP)*	*Contractor is required to develop TRAINP that covers:* • *Training needs* • *Training prerequisites for the attendees* • *Training prerequisites for Training Environment* • *Training programme* • *Trailing schedule* • *Method of assessing effectiveness of training*

No	Title	Description
104	*Training Environment* *(TRAINE)*	*Training Environment is foreseen for provision of the training to Administrators, Power users and End users. Training Environment emulates the staging environment regarding its infrastructure and applications available. Contractor is required to customize the Training Environment with the training data and scenarios needed to fulfil the Trading Programme.*
105	*Training Materials* *(TRAINM)*	*Contractor is required to provide training materials in paper and electronic form to each attendee at the beginning of the training session the latest.* *Frontex may require to deliver training materials as electronic content available to all from Frontex intranet in form of (wiki or web pages form so the participants or other stakeholders can use the materials at any time.*
106	*Trainers*	*Trainers must have experience in providing trading in MS SharePoint, understand business context of the specific training and be fluent in English (at least at C1 level).* *Trainers for Power users and End users trainings should hold professional certification in education e.g. Microsoft Certified Trainer.*
107	*Training Report TRAINR*	*Contractor is required to report on the course of the training, attendance, assess effectiveness of the training in 10 days from the end of the training. Contractor shall report on his observations and recommendations regarding the continuation of education of the attendees.*
108	*Place of training*	*The trainings shall be hosted in Frontex. Frontex provides computers and other media facilities necessary to conduct the training.*

8.7. Delivery of software

In this call for tenders, the Tenderer is invited to propose COTS and 3rdP software components, plugins and extension to SP platform that he considers helpful for the scope and purpose of this contract due to Frontex plans and requirements as well as fitting to the Contractors best practices in delivering services being in scope of this FWC. For all the proposed software components the following rules shall apply.

No	Title	Description
109	*Compatibility*	*Software offered in the Official Price List shall be compatible as far as possible with Appendix 2 Current ICT Baseline.*
110	*Scope*	*The Official Price List of this FWC shall be limited to COTS and 3rdP which correspond to this FWC. The list shall not include Microsoft products.*
111	*EOS*	*The products proposed should not reach their end-of-sale (EOS) within 18 months from the date of the proposal.*
112	*EOL*	*The software components proposed should not reach their end-of-life (EOL) within 48 months from the date of the proposal.*
113	*Completeness*	*All the products proposed by the Tenderer shall be listed in his Technical Proposal* *Each product shall be proposed with all the related services (maintenance, delivery and others) as described in this tender documentation.*
114	*Updates*	*In the case where the contract is awarded to the Tenderer, he becomes the Contractor. The Contractor shall establish and maintain its internal process to maintain the alignment of his Technical Proposal to the market availability of the proposed products and related services during the contract lifecycle. In the case that a product reaches its EOS or EOL the Contractor shall propose its exchange for an equivalent product according to the requirements of the Tender. Only the items present in the Technical Proposal may be subject to an update. In the case of a Technical Proposal update, the Financial Proposal shall be aligned every time with the Technical Proposal . Exchanged products shall be offered in the best market price. No increase in price for exchanged product is allowed. Each exchange proposal shall be subject to Frontex approval.*
115	*Bundling*	*Frontex may order selected products or their sets, a complete solution, maintenance and their combination separately.*

9.   Implementation of FWC

9.1.   Types of assignments

The work items performed under this FWC, following the definition provided in the GTCITC, may be contracted on the basis of Specific Contracts of the following types:

- Times and Means (T&M)
- Fixed Price (FP)
- Quoted Times and Means (QT&M)

Products and services under the FWC can be also ordered by use of Order Forms.

Each assignment of T&M or QT&M under the FWC will be classified as:

- Short Term for less than 30 man-days in total ;
- Long Term for efforts estimated from 30 up to 200 man-days in total ;
- Very Long Term for 201 man-days or more

By default services shall be provided during Normal Working Hours, however Frontex may request the Contractor to perform in Extended Working Hours or on a 24/7 basis. The type of assignment shall be indicated in each Request for Specific Contract and Order.

9.2.   Ordering process

9.2.1.   Orders

In case of a need for the delivery of Products defined and priced in the FWC (for example: delivery of items from the Official Price List) Frontex will issue an Order Form to the Contractor whose FWC price for this Products (full scope of the order) is the lowest. The contractor is expected to return the counter-signed Order Form to Frontex within maximum 5 working days after the form is dispatched. Once both parties have signed the Order Form the Contractor shall start delivery unless different dates are indicated.

9.2.2.   Specific Contracts

The primary method of ordering Products and Services in this FWC is Specific Contract. Each SC will be awarded in Reopening of Competition based on Frontex Request for Service and Contractors' Proposals.

- In case of T&M services the Request for Service will define: the profiles of team member(s) requested, number of required team members and volume of work, tasks to be performed with acceptance criteria, duration of the assignment, reporting requirements, venue of the assignment and other relevant conditions. The Request will define the suitability requirements for the tasks foreseen for the assignment and the threshold for minimum required suitability which by default should be 60%. FWC Contractors, within the deadlines indicated by Frontex, which are by default 10 calendar days shall submit their proposals in reply to the Request for Services by offering candidates for each required profile. Number of offered candidates shall not lower than requested but not higher than double of the requested volume. The required number of candidates must be compliant with the requested profiles. The candidates shall also fit to the particular tasks foreseen for the assignment. The proposals shall provide Frontex with description of tasks, reporting, quality assurance measures and other requested documentation. The proposals must list the names of candidates who have been already accepted for the FWC or provide complete documentation for the new candidates, the same as required in the competition for this FWC (namely CVs, compliancy forms and diplomas). The offered prices must not exceeding those defined in the FWC. The offer shall be valid for the duration indicated in the request but not for less than 30 calendar days to enable its evaluation by Frontex. First Frontex will evaluate compliancy of the proposals to the requirements, in specific – compliancy of the offered

candidates to the FWC definition of the request profiles. Incompliancy will result in rejection of the proposal. Then Frontex will evaluate capacity of the offered candidates for performing the tasks foreseen for this Specific Contract against the criteria defined in the Request. Frontex may require to evaluate candidates in an interview and a practical technical test. Such interview will take place in Frontex premises or by means of audio-video remote MS Lync sessions (in that case video stream from the candidate is required, no personal or computer-based assistance to the candidate is allowed). The candidates will be offered with 2 alternative dates for the interview and one of them must be accepted. All candidates offered by one Tenderer must be interviewed the same day. If the proposal does not meet or exceeds the threshold for suitability to SC tasks, it will be not eligible for award. Then Frontex will evaluate financial proposals of the eligible offers. The T&M Specific Contract shall be awarded to the Tenderer offering the lowest price.

- QT&M assignments will be processed as T&M ones with the following differences. In addition to the content of the Request for Services applicable to T&M assignments Frontex will describe volume of outputs (e.g. data to transferred, number of test cases to be performed, screens to be designed) and/or characteristics of the output. Regardless the actual effort spent by the Contractor to fully perform the required tasks at the defined volume and meet the acceptance criteria, only the contractual price will be paid.

- In case of FP assignments Frontex shall specify the requirements for those services and products, objectives, deliverables, acceptance criteria, schedule, place of performance and other conditions. The request will provide detailed evaluation criteria for the proposals, which shall account for the technical merit at the level of 60% and the total price at 40%. Frontex will define mandatory requirements which must be met by the proposals in order to be evaluated for award. Frontex may define minimum threshold for technical merit. Contractors, within the deadlines indicated by Frontex, which are by default 20 calendar days (but can be longer if duly justified by the complexity of the assignment) shall submit their proposals by offering delivery of the services and products according to the specification and at the price not higher than those resulting from a summary of the prices of the FWC and effort estimated for delivery of the Service or Product. The proposal shall provide: a draft project plan, description of tasks, quality assurance measures, and technical description of the proposed solution and other elements requested. If, after the receipt of Frontex Request for Services, the Contractor requires clarifications these clarifications shall be prepared without delay and distributed to all Contractors. Such requests for clarifications shall not be admissible on the last five 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. The offers shall be evaluated and the results of this evaluation shall be communicated to the contractors which have submitted them. The contractor which submits the most economically advantageous offer shall be awarded the Specific Contract.

- For all types of assignments, 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 Contract specifies a later date of commencement. The implementation of the Specific Contract shall progress in coordination with Frontex without unjustified periods of inactivity.

9.3. Acceptance

The work contracted in Specific Contracts or Order Forms under this FWC will be considered accepted upon the acceptance of all products and tasks of this Specific Contract expressed officially in writing by Frontex.

The acceptance of a deliverables shall be confirmed by handing over of an acceptance form signed by a Frontex representative. The model form is available in Appendix 3 Acceptance Form.

In general, the acceptance process shall follow the terms and conditions of the GTCITC unless the Specific Contract has provided for different timings and steps for acceptance.

9.4.   Other costs

The prices included in the FWC and in the related SC and Orders 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 being Other Locations.

9.5.   Payments

Payments for Specific Contracts and Order Forms will be executed based on Contractor's invoice which can be issued upon completion of the work and written acceptance of work performed in the related contract on Appendix 3 Acceptance Form.

Pre-financing may be applicable for a Specific Contract of the total value exceeding 25,000 EUR net.

- 30% pre-financing on the basis of the counter-signature of the particular Contract by its last party and a pro-forma invoice/pre-financing invoice;
- 70 % on completion of the work foreseen in the given Contract, based on written acceptance form issued and signed by the Frontex (to be attached to the final invoice).

Quarterly payments for Time & Means assignments are acceptable for Very Long Assignments on the basis of duly completed, signed and accepted by Frontex Appendix 4 Attendance Sheet Forms (Appendix 4) and Appendix 5 Report on Tasks Performed Form (Appendix 5) for the invoked period.

9.6.   Points of Contact

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

The Contractor will nominate a FWC Executive who will be ultimately representing the Contractor's company and subcontractors vis a 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.

9.7.   Reporting and quality monitoring

Throughout the duration of the FWC, Frontex shall conduct an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the FWC. In order that Frontex can regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications and the TOR, the Contractor shall set up the appropriate monitoring, assessment and supervisory procedures. For these purposes, the Contractor shall propose all necessary details for the monitoring and reporting procedures, in particular the following:

- Schedule of interim and final reports

- Terms for approval, structure and content of each document

- Other consideration if addressed in best practices for monitoring this type of FWC

Frontex shall monitor the quality of the service provided by the Contractor. The elements that will be monitored include:

- Responsiveness to the released Requests for Specific Contracts

- The effectiveness of providing staff with the appropriate skills as requested

- The quality of the staff and the adherence to the profile requirements

- The speed and agility of responding to Orders

- The compliance of the offers in response to the Request for Specific Contract

- The adherence to deadlines

- The quality of the deliverables.

9.8. Underperformance

In case the Contractor:

- is not respecting its contractual obligations

- is not responding to Orders

- is not submitting compliant proposals against the Request for Specific Contract

- performs below the agreed levels

- his performance is frequently sub-standard

- his quotations for FP Specific Contracts repeatedly exceeds market offers

it will be recognized as a breach of the Contractor's obligations under the FWC, in which case Frontex may consequently terminate the FWC in line with the provisions of the Contract.

9.9. 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 the right to terminate the FWC in the following cases:

a) in the event the contractor fails to submit the proposal for the third time,

b) in the event the submitted proposal is evaluated to be below the minimum required levels for the third time.

9.10. Exclusivity

The conclusion of the FWC does not confer on the contractor any exclusive rights in relation to the provision of services or supply of goods specified therein.

10. The tender

The offers for this Contract shall be submitted following the rules set out in the Invitation. Any questions regarding the tender shall be submitted not later than 5 working days before the required date of submission. The offer shall remain valid for not less than 90 calendar days.

10.1. Hypothetical Scenario

The hypothetical scenario shall be considered as a fixed price assignment for development, deployment and provision of 3rd Level Support of a hypothetical software component. The scenario is established to provide practical case for evaluation of the offers for this FWC, however it potentially may be ordered from the awarded Contractor based on Order Form at the offered price.

The main product of the hypothetical scenario is the Frontex enterprise calendar component that will be working in the current intranet solution and will be offered to various projects, communities, embedded in site templates and presented on the home page of the current Frontex news site – Frontex Informer – to present important events aggregated from other Frontex calendars existing in the SP platform.

This FWC enables ordering and delivering software components and tools which can used as delivered or further customized, or embedded into the contracted solutions. However, for the purpose of the hypothetical scenario, the Tenderers shall assume full custom development without using any COTS or 3rdP items.

10.1.1. Scope of the hypothetical scenario

The scope of the assignment covers the following services:

A) Development – of the software component including the elaboration of requirements, design, development, integration, testing and deployment of the component that meets the requirements.
B) Training – of 6 power users who will be responsible for keeping calendars in Frontex Informer, sites of different units and working groups, and who will provide the subsequent training to other users. The training shall be organized in form of practical hands-on workshop and delivered in Frontex HQ in one session no longer that 5 hours.
C) Maintenance – a 3rd Level Support service in Basic Service Window.
D) Project Management – for management of the all activities necessary for successful delivery of the requested solution.

The following artefact are required in execution of the hypothetical scenario and must be included in the price and schedule:

Project Management:

E) Project Management Plan (PMP)
F) Project Reports (RE)
G) Project Logs (LOG)

Software Development:

H) Business and System Requirements Document (BRD/SRS)
I) Branding for the calendar component (BRAND)
J) Technical Design Document (TDD)
K) Source code (CODE)
L) Executable software (EXE)
M) Unit Tests (UT) at min 60% of coverage
N) Automated Tests (AT) for Sanity Tests and Regression Tests covering 15 selected user stories
O) Technical Documentation (TD)
P) Administrator Documentation (AD)
Q) User Manual (UM)
R) Test Plan (TP) including testing traceability matrix

S) Test Cases and Test Scenarios (TC/S) for acceptance testing
T) Test Log (TL)
U) Test Summary Report (TSR)
V) Deployment (DEP)

Training:

W) Training (TRAIN) for 6 power users
X) Training Materials (TRAINM)
Y) Training Report (RAINR)

Maintenance

Z) 3rd Level Support in Basic Service Window

10.1.2. User requirements for hypothetical scenario

The final product of the hypothetical scenario shall meet the following user requirements. In case a requirement is risky it shall be implemented and the risks shall be documented in the proposal. Tenders are free in the visual design of the solution however it should be compliant with OOTB calendar to the maximum possible extend. I case of missing precision or requirement the Tenders are allowed to take assumptions and list them in their proposals. In no way the mentioned assumption can alleviate the requirements already listed by Frontex.

[HS1-1]   As a member of various projects and working group sites I want to see this community calendar on its home pages so I remain aware of all current community meetings, tasks and events, trace the historical and plan future ones.

[HS1-2]   As an owner of a project or working group site I want that the calendar to be included in the newly deployed site by default and later I can configure it to the community needs so I can decide about aggregation of other calendars (calendars of the members of the community or any other calendar available in SP), decide about the common views, types of entries allowed (meetings, tasks, events, holidays) and whether the entries can be added openly by every member of the site or require my approval.

[HS1-3]   As an ICT administrator of SP farm I want to have the calendar included in the project or community site template with the default configuration so I can deploy it quickly.

[HS1-4]   As a member of project and working group sites I want that the calendar inherits all features of the OOTB SP calendar so I can use all the existing features that are not described in these requirements.

[HS1-5]   As a user of SP I want to see in the calendar aggregated entries from other calendars indicated by the site owner and reflected in different colours and icons with the legend so I can see the entire contexts and easily differentiate entries depending on their source (e.g. personal calendar, project A, community B), entry type (e.g. meeting, task, event, holiday), category (e.g. project meeting, town hall meeting, personal task, project tasks, external event, training, public holiday in Poland), status (e.g. tentative, fixed, past).

[HS1-6]   As a user of SP I want to have 4 types of entries in the calendars: meetings, events, tasks and holidays so each type of entry has a specific set of attributes, processing and presentation.

[HS1-7]   As a user of SP I want to have the following attributes for calendar entry: week number, starting and finishing dates, place, name, description, internal participants, external participants, organizer, responsible unit,

[HS1-8]   As a user of Outlook I can see the selected calendar in my Outlook client as an overlay so I can plan my meetings, tasks and events in the context of other selected calendars and holidays.

[HS1-9]   As a content manager responsible for holidays I want to define Frontex holidays depending on the location of the office so different holidays are visible to users depending on their location (e.g. Polish office holiday, Greek office holidays).

[HS1-10] As a user of Outlook I want to see the selected calendars in my Outlook client as an overlay so I can plan my meetings in the context of other selected calendars.

[HS1-11] As a user of Outlook I want to add and modify meetings of the selected calendars in my Outlook client so they become visible in both Outlook and the calendar.

[HS1-12] As a security officer I want that the user of SP can see the calendars that he has got access to so all other calendars and calendar entries are not visible to him.

[HS1-13] As an owner of an calendar entry I want to the decide if the details of the entry are visible to all or limited to attendees so those who are not entitled can see only that the time slot is booked.

[HS1-14] As a user of SP and visitor of a specific site which hosts calendars, regardless I'm the member of the community or not, I want to enrol for an event registered in the community calendar.

[HS1-15] As an event organiser I want decide if the users can enrol to the event with or without approval.

[HS1-16] As an event organizer I want to decide about the limit of participants of the event so the calendar can alert me if the limit is met when inviting or approving request for participation.

[HS1-17] As an event organiser I want to invite participants, accept/reject requests for participation of those who enrolled without invitation so I keep control over the participants.

[HS1-18] As an event organiser I want to send emails to all participants from the event view so I can easily distribute updates about the event.

[HS1-19] As an event organiser I want to book room registered in MS Exchange and book additional services from a list (e.g. coffee, audio-video system etc.) so the persons responsible for delivery of the resources are notified.

[HS1-20] As an event organiser I want to search for rooms available that meet my criteria of time, equipment, number of seats.

[HS1-21] As an event organizer I want to link the calendar entry with other resources (news, agendas and other sites, documents, Lync meeting) so the attendees are equipped for the meeting.

[HS1-22] As an event organizer I want to invite external users that have no access to the calendar so they are notified by email and can accept the meeting and see it in their Outlook calendars.

[HS1-23] As a content manager of other systems (e.g. FOSS) I want to export and import calendar entries of selected calendar in iCalendar (.ics) format so the calendars can be synchronized.

[HS1-24] As an owner of a site I want the site calendar can be read from other MS SQL tables with dates of absences for a user of the site with the same login name so it can reflect planned leaves and missions registered there.

[HS1-25] As an owner of a site which hosts the calendar I want to decide about which other calendars and events are displayed in the calendar, maximum number and order of overlays, and the default views so the presentation fits the context and the purpose of the site.

[HS1-26] As an owner of a calendar entry I want to have possibility to request that my entry is displayed in other specific calendars (e.g. as a member of TRU unit I want that the event from TRU site appears also in Frontex wide calendar).

[HS1-27] As an owner of a site I want to approve whether the entries from other calendars that are requested to appear in my calendar appear there or not (e.g. as a content manager of Frontex intranet site with the Frontex wide calendar I want to decide if an event from TRU that is requested to appear in Frontex wide calendar appears there or not).

[HS1-28] As a reader of the calendar who opens the calendar entry to see the details I want to get back to the place when I started opening the entry when I close it, not to the site of origin of the calendar entry.

[HS1-29] As a reader of the calendar I want to see attributes of the entry when hoover over it so I don't need to click and open the entry to see the basic details.

[HS1-30]   As a reader of the calendar I want to see the calendar as a list with selected columns, day/2days/week/month/quarter/year calendar views, Gantt view.

[HS1-31]   As a user of SP I want to search for calendar entries with possibility to refine the search by entries' attributes and display the results in form of aggregated view of list, calendar or Gantt.

[HS1-32]   As a user of SP I want to print the calendar in a selected scope and view of list, calendar or Gantt aligned for printout so I can use the calendar in hard copy.

[HS1-33]   As a content manager I want that the calendar inherits styles and graphics from the SP portal where it is hosted so its look is aligned with the branding used for the entire solution.

[HS1-34]   As a manager of division or unit I want to authorize which entries from the sectors and units reporting to me are reflected in the Corporate Calendar. The role can be delegated to other user.

10.2. Composition of Technical Proposal

The Technical Proposal prepared by the Tenderer must be consistent with the Terms of Reference, reflect the best practices recommended by the Tenderer and contain all information as requested below. When preparing the Technical Proposal , it is important to bear in mind, that the proposal will be evaluated against the criteria presented in chapter 11.

The Tenderers are not allowed to refuse or disregard any requirements presented either in the FWC Tender or future Requests for Specific Contract or Order. Any reservations, assumptions, or constraints that limit the requirements, or make them conditional, will be considered as causing non-compliance by default. The

The Technical Proposal of the Tenderer must clearly contain the information described in this chapter grouped and titled in exactly the way as in the table presented in this chapter. Tenderers must use the forms and templates provided in TOR. If required, please repeat the same information in more than one item of the proposal. Table of contents shall be included at the beginning of the proposal. The required statements based on the templates for Statement of Intent, Statement of Compliancy to the Profile and copies of personal certification must be attached to the Technical Proposal in form of appendices or as a direct part of the appropriate item of the related component of the Technical Proposal.

Offers must address all requested items. No partial proposals are allowed unless a specific item is clearly declared by Frontex as not mandatory. Lack of completeness of the proposal and/or lack of clarity which hinders the assessment of its completeness will result in non-eligibility of the proposal.

Wherever in the following subchapters it is requested to present the composition of the team for the performance of the specific task, the Tenderer shall present the structure of the team, indicate the profiles of the members as defined in the TOR and provide the names of the individuals out of the pool of candidates offered by the Tenderer. The proposal on the composition of the team shall reflect the understanding of the task. It is recommended to not exceed the number of pages indicated.

The Technical Proposal shall provide all the following items ordered and named as in the table:

Component of Technical Proposal	Description	No of pages
Personnel capacity	*List of named personnel available for this FWC. For each offered persons there shall be attached the following documents: CV, Statement of Intent, Statement of Compliancy presented in forms displayed in appendixes to the TOR. The number of the eligible personnel shall not be less than indicated in chapter 8.1. The maximum number of candidates submitted for a profile cannot exceed the double amount of the minimum required number of eligible persons in it. Candidates will be verified in the order on the list.*	*No limit*
Company experience	*Three confirmed references for successful projects completed by the Tenderer in the most recent 3 years for implementation of SP solutions for at least 100 users each or developing software products dedicated to SP at the level of sales not lower than 250 000 EUR/year for the most recent 2 years.*	*No limit*

	The reference shall convey information about the number of users, technology used, dates of implementation and main functionalities. The proof of sales is understood of self-declaration of the Tenderer signed by the authorized person which declares the sales of self-developed software for SP with the list of products and references to products descriptions.	
Description of Quality Assurance For T&M and QT&M SCs	*The description shall address at least:* a. *Risks for T&M and QT&M contracts and proposed counter measures* b. *Selection and assignment of staff to a T&M and QT&M SCs* c. *Description of how the Contractor's firm sustains motivation to work and professional development of the individuals engaged in VLT T&M assignments* d. *Procedures for exchanging personnel in the course of a T&M SCs*	*6*
3rd Level Support	*Description of the processes, controls and SLA targets for the 3rd Level Support offered for the software delivered in FWC in line with the requirements set in chapter 8.*	*5*
Approach to configuration management and testing	*Description of the Tenderer approach to testing and configuration management of software developed in course of the FWC in order to assure high quality of the entire SP platform, efficiency of repetitive testing, order in the code repositories under simultaneous developments.*	*6*
Draft BRD/SRS for the Hypothetical Scenario	*Draft Business/System Requirements Document for the hypothetical scenario in a form and scope recommended by the Tender as appropriate for this hypothetical scenario.*	*Not limit ed*
Draft TDD for the Hypothetical Scenario	*Draft Technical Design Document for the hypothetical scenario in a form and scope recommended by the Tender as appropriate for this hypothetical assignment.*	*Not limit ed*
Draft TP for the Hypothetical Scenario	*Draft Test Plan for testing the products of the hypothetical scenario (see chapter 10.1) and the entire Solution in a form and scope recommended by the Tender as appropriate for this hypothetical scenario assignment.*	*6*
Project Master Schedule for the Hypothetical Scenario	*Project Master Schedule for the hypothetical scenario. The schedule shall present the timeline for all activities, their synchronization, engagement of resources as planned and works as a tool for tracking the actual progress of work. The schedule shall support Frontex in planning its engagement and offer sufficient time for testing. The schedule shall leave flexibility in assigning low level task and deal with dependencies. The schedule shall support Frontex in early understanding of how the developed product looks like and how it behaves to potentially implement corrections.*	*2*
Risks for the Hypothetical Scenario	*Assessment of important risks specific for the hypothetical scenario and the recommended mitigation actions in a form and scope recommended by the Tender as appropriate for this hypothetical assignment.*	*2*
COTS and 3rdP software offered	*Descriptions of products offered which contain all COTS and 3rdP software tools and components deemed necessary or recommended by the Tenderer for performance of the contract (especially: development and testing tools, software libraries and controls). The list shall contain clear identification of the product, its short description, justification for recommending the software for this contract.*	*1 page per prod uct*

10.3. Composition of Financial Proposal

Tenderers shall submit in his offer a Financial Proposals composed of the elements requested in this chapter in the best market prices. The correctness of the calculation may be verified by FRONTEX. Financial Proposal shall be submitted in the forms provided in this chapter completely filled out and duly signed. It shall contain all the necessary information and shall be fully compliant and consistent with the corresponding requirements and proposals of the Technical Proposal . Please note that:

- The unit prices must be fixed and shall be inclusive of all costs and expenses
- Prices should be quoted in EUR as net prices (without VAT).

- All prices referring to the delivery of products shall include all the costs of DDP logistical services (Delivered Duty Paid, see Incoterms 2010)
- When submitting their specific proposals the future Contractors mustn't exceed any of the unit prices quoted in the FWC Financial Proposal –these shall become the binding maximum amounts.
- Each page shall be numbered continuously and signed by the authorized representative of the Tenderer.

10.3.1.Personnel Prices and Hypothetical Team Reference Price

The **maximum** prices for all personnel profiles in relation to particular types of assignments foreseen by the FWC must be provided by the Tenderer in the table below – cells A1 to J7.

For the purpose of evaluation Frontex combines the prices for profiles into one amount called Hypothetical Team Reference Price. Composition of the Hypothetical Team Reference Price is explained below.
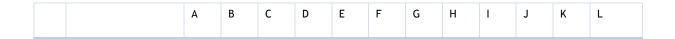
The symbols of the columns stand for the following unit prices:

A   Price of one man-day for Times and Means Short Term assignment in the Normal Working Hours

B   Price of one man-day for Times and Means Long Term assignment in the Normal Working Hours

C   Price of one man-day for Times and Means Very Long Term assignment in the Normal Working Hours

D   Price of one man-day for Quoted Times and Means Short Term assignment in the Normal Working Hours

E   Price of one man-day for Quoted Times and Means Long Term assignment in the Normal Working Hours

F   Price of one man-day for Quoted Times and Means Very Long Term assignment in the Normal Working Hours

G   Price of one man-day for Times and Means Short Term assignment in the Extended Working Hours

H   Price of one man-day for Times and Means Long Term assignment in the Extended Working Hours

I   Price of one man-day for Times and Means Very Long Term assignment in the Extended Working Hours

J   Price of one man-day for Fixed Price assignment

K   Indicator which reflects number full time equivalents of the profile in the Hypothetical Team.

L   The Reference Price for the Profile, for each row from 1 to 7, expressed as a sum of prices provided for the profile multiplied by the Weight of the Type Of Assignment (indicated in row 0 for each type of assignment) and then multiplied by the Hypothetical Team Ratio (the number given in column K).

for example: **The Reference Price for the Profile of JSD =3 * [(price of 1 md T&M ST NWH)*1,5 +(price of 1 md T&M LT NWH)*2 +(price of 1 md T&M VLT NWH)*1 +(price of 1 md QT&M ST NWH)*0.5 +(price of 1 md QT&M LT NWH)*0.25 +(price of 1 md QT&M VLT NWH)*0.25 + (price of 1 md T&M ST EWH)*0,5 +(price of 1 md T&M LT EWH)*0,25 +(price of 1 md T&M VLT EWH)*0,25 +(price of 1 md FP)*3]**

 In addition to that:

- The cell L8 stands for the **Hypothetical Team Reference Price which is equal to the sum of the all Reference Prices for Profiles presented in cells L1 to L7.**

		A	B	C	D	E	F	G	H	I	J	K	L

		T&M ST NWH	T&M LT NWH	T&M VLT NWH	QT&M ST NWH	QT&M LT NWH	QT&M VLT NWH	T&M ST EWH	T&M LT EWH	T&M VLT EWH	FP	Hypothetical Team Ratio	Reference Price for the Profile
0	Weight of the type of Assignment	1.5	2	1	0.5	0.25	0.25	0.5	0.25	0.25	3		
1.	Junior SharePoint Developer (JSD)											3	
2.	Senior SharePoint Developer (SSD)											2	
3.	SharePoint Architect (SARCH)											1	
4.	System Analyst (SA)											1	
5.	Project Manager (PM)											1	
6.	GUI Designer (GUIS)											1	
7.	Taxonomy & Information Architecture Specialist (TIAS)											1	
8.	Hypothetical Team Reference Price												

10.3.2. Price of Hypothetical Scenario

Tenderers shall present fixed prices, full inclusive, without VAT, for delivering the hypothetical scenario assignment requested in chapter 10.1. The price offered shall cover the required guarantee. The presented price shall be broken down to reflect individual prices of the groups of deliverables indicated in the requirements set in chapter 8 and the description and the requirements and the actually requested scope of the hypothetical scenario. The effort estimated for each group of deliverable shall be decomposed into the profiles defined in TOR. Price of 3rd Level Support for 1 year in the Basic Service Window shall be expressed as a % of the subtotal price of all other deliverables. The Hypothetical Scenario Price is considered as sum of the prices for all its components including the price of 3rd Level Support.

The following table shall be used for presentation of the price.

Group of deliverables	Effort per Profile in md							Price [EUR]
	JSD	SSD	SARCH	SA	PM	GUIS	TIAS	
Project Management								
Software Development								
Training								
Subtotal								.......^{a1}
3rd Level Support at Basic Service Window	[.....] % of subtotal price ^{a1}							......^{a2}
Hypothetical Scenario Price [EUR] $^{(a1 + a2)}$								....

10.3.3. Price of 3rd Level Support

Tenderers are requested to offer fixed prices for any software developed during the FWC for one year of 3rd Level Support services at all 3 Service Windows options: Basic, Standard and Critical. FRONTEX requests to price 3rd Level Support as % of the price of the actual software to be covered by this support excluding cost of COTS and 3rdP software.

The Reference Price for the 3rd Level Support is composed of 2 years of Basic support and 1 year of Standard support and 0.5 year of Critical support of application delivered at the price of 50 000 EUR.

	BASIC	STANDARD	CRITICAL
Price of 3rd Level Support for application as % of the price of the application	....%	....%	....%
3rd Level Support prices for application at nominal price of development equal 50 000 EUR [EUR]	....^{c1}	....^{c2}	....^{c3}
3rd Level Support Reference Price ($2 \times c1 + 1 \times c2 + 0.5 \times c3$)			

10.3.4.Reference Price

For the purpose of selection of the winning Tenderer a set of preselected prices will be considered to calculate a *Reference Price*.

The *Reference Price* is composed of:

	A	B
	Components	**Tenderer price in EUR**
1.	Hypothetical Team Reference Price in chapter 10.3.1	[ ]
2.	Hypothetical Scenario Price as in chapter 10.3.2	[ ]
3.	3rd Level Support Reference Price as in chapter 10.3.3	[ ]
4.	**actual REFERENCE PRICE of the Tenderer**	………..

Where cells:

- B1, B2 and B3 shall be filled by the Tenderer with his prices in EUR without VAT tax
- B4 shall be filled as a sum of values from cells B1, B2 and B3

10.3.5.Official Price List

Tenderers are invited to offer prices for COTS and 3rdP software recommended for execution of this FWC in line with its scope and the best practices of the Tenderer. The offer shall differentiate the price of software including license, media, standard documentation and yearly standard maintenance fee that covers updates and upgrades, hotline support and solving bugs in the application. Each item shall be clearly identified by name and part number used by its vendor and correspond to the descriptions provided in the Technical Proposal. Tenderer must offer Constant Discount Rate from his Official Prices that will be valid for the duration of the FWC.

	Item (product or maintenance)	Unit (per user, per CPU, year etc.)	Official Price prior discount	Constant Discount Rate (%)
1				
2			[ ]	
..				
n				

11. Evaluation

11.1. Selection Criteria

The following selection criteria will be applied by Frontex to identify eligible offers.

Component	Evaluation criteria	Result
Personnel capacity	All the following criteria must be met: a. Compliancy to the Profile requirements b. Number of eligible candidates in all profiles are not below the minimum required (requirement no 17)	Pass / Fail
Company experience	One of the following criteria is met: a. Compliancy of the presented 3 references to the requirements b. Volume of sales of self-developed software for SP meets the requirements as in chapter 10.2	Pass / Fail

11.2. Technical Evaluation

Each component of the Technical Proposal for the FWC from a specific Tenderer will be evaluated against the scoring method and evaluation criteria which is presented in the following table. The points earned for each component of the Technical Proposal will be summed up. The maximum number of points is 100.

The minimum acceptable number of points earned from component Technical Proposals for the FWC is 50. Any Technical Proposal scored lower than this threshold will not be considered as eligible and will be rejected from further evaluation.

Component of Technical Proposal	Evaluation criteria	Maximum number of points
Description of Quality Assurance For Times and Means and Quoted Times and Means Specific Contracts	*Frontex will assess comprehensiveness and effectiveness of the proactive and reactive quality assurance measures for T&M and QT&M assignments, company experience in dealing with the practical challenges occurring in this type of assignments, how the proposed controls are systemic, mature and embedded into the Tenderer organization culture.* *Zero points will be assigned in case the offer does not demonstrate Tenderer practice or is limited to theoretical approach and reactive measures with no support embedded into the companies' processes.* *Maximum points for practical, proactive, systemic solutions embedded into company formal processes.*	*20*
3rd Level Support	*Frontex will assess the level of integration and harmonisation of 3rd Level Support with other levels of support, software development and HW maintenance activities in the context of multivendor environment. Frontex will assess the SLA targets.* *Zero points will be assigned to those proposal with SLA targets below the expected or support processes not taking into account the specificity of the technical and organizational environment at Frontex.* *Maximum points will be allocated to those proposal that offer higher SLA targets than required and align the processes to Frontex specificity.*	*15*

Approach to configuration management and testing	*Frontex will assess efficiency and effectiveness of the proposed configuration management and testing, its alignment to the technological constraints and the situation where multiple changes from multiple vendors may being developed simultaneously. Frontex will focus on keeping the solution being used by the users in perfect order so the faulty changes are not deployed and the applied changes do not degrade the working system.* *Zero points will be scored to these proposals that are not specific for the case, lack precision and control over the quality and lead to significant risk of failure, conflict of versions or cost of rework, or rolling back from production, or the proposals are not feasible in the technology applied or in the organization constraints of Frontex.* *The maximum points will be given to the proposals that offer comprehensive, reusable, easy to control, measure and interpret configuration management and tests specific for this case at low level of efforts for Frontex supported by practical examples.*	*15*
Draft BRD/SRS for the Hypothetical Scenario	*Frontex will assess the degree of ability to manage the requirements in order to fulfil the project goals, fit for purpose of the end product and support the development and maintenance processes on the practical case of the hypothetical scenario. Compliancy to the user requirements, ability to support the design-development-testing process in the specific Frontex environment, ability to be applied by business users and technical staff.* *Zero points will be assigned to proposals which don't provide added value to the requirements specification already presented in this TOR or not compliant with these requirements.* *Maximum points will be scored to the proposals which is compliant with the requirements and support the design-development-testing processes in specific Frontex environment in the practical and effective way while assuring good communication between business and technical stakeholders.*	*15*
Draft TDD for the Hypothetical Scenario	*Frontex will assess the solution proposed for the hypothetical scenario and the TDD document itself for its use in development and maintenance.* *Zero points will be assigned to offers which do not implement the requirements or the presented TDD does not work for its role.* *Maximum points will be granted to the proposals which design the solution meeting the requirements, which are compliant with the best practices for MS SharePoint 2013, which integrates and reuse the concepts and components of the platform, which can be applied, deployed and managed in various sites for various purposes and which is presented in concise, precise and communicative way that can be updated along the developments easily.*	*15*
Project Master Schedule for the Hypothetical Scenario	*Frontex will assess the offered time for delivery of the solution and the compliancy of the presented schedule to the requirements.* *Zero points will be assigned to the proposals which do not meet the requirements for the schedule*	*10*

	Maximum points will be given to the proposals which offer the shortest delivery time and the schedule meeting the requirements. *Other offer will be scored by the fraction of maximum score equal the proportion of the shortest delivery time with the actual delivery time.*	
Description of risks and mitigations for the Hypothetical Scenario	*Frontex will assess the Tenderers ability to identify risks for the hypothetical scenario and offer effective counter measures.* *Zero points will be granted to proposals which recognize only the theoretical risks and not effective or efficient countermeasures.* *Maximum points will be scored to the proposals which focus on very practical risks for this assignment and propose effective yet efficient countermeasures.*	*10*
	Maximum Technical Score	***100***

Technical Score of the evaluated proposal will be calculated as a sum of points received for each of the evaluation criteria listed in the table above

11.3. Financial Evaluation

Financial evaluation shall be conducted on the basis of the Financial Proposals. The final financial score shall be calculated on the basis of the Reference Prices defined in chapter 10.3.4. The following formula will be used to score offers:

$$\text{Financial Score} = 100 * \frac{\text{Lowest REFERENCE PRICE of an eligible offer}}{\text{REFERENCE PRICE of the evaluated offer}}$$

11.4. Final Evaluation

The most economically advantageous offers are 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 Contract as a result of the competition will be awarded to the maximum 3 Tenderers who submitted offers with the highest Final Scores.

12.   Appendices

Appendix 1 General Terms and Conditions for Information Technology Contracts

Please refer to:

http://ec.europa.eu/taxation_customs/resources/documents/common/tenders_grants/tenders/it_general_conditions.pdf

Appendix 2 Current ICT Baseline

Appendix 3 Acceptance Form

Model of Task / Deliverable Acceptance Form

FOR SPECIFIC CONTRACT No ……… UNDER FWC 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	

Appendix 4 Attendance Sheet Form

Warsaw, _____

Year		
Month		
Specific Contract		
Frontex Project Name		
Name of Contractor		
Name of Consultant		phone:
Frontex Project Manager		for approval

	Signature of Consultant	1st Entry Time	1st Exit Time	2nd Entry Time	2nd Exit Time
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
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31					

Appendix 5 Report on Tasks Performed Form

Report on Tasks

SC No. … under FWC Frontex/ _____ /201___

Reporting Period (week numbers)		Version	1
Originator		Addressee	FRONTEX PM
Filename	filename.xls		
Follow-up to / submitted for			

seq no	allocation to SC Task	Task Name	Planned Start Date	Planned Finish Date	Actual Start Date	Actual or Estimated Finish Date	Deviation from planned finish date	Time spent on task (h)	Reference to the output	Comments	Last update date
1, 2,…	Task no 1, 2…5	Description of the task	dd.mm.yy	dd.mm.yy	dd.mm.yy	dd.mm.yy	md	h	repository item, environment.	approved or comments	dd.mm.yy

Report prepared by:	Date:	Signature:		Report accepted	Date:	Signature:

Appendix 6 Statement of Intent Form

Open Tender procedure: Frontex/   /   /201

Framework Contract for ....

<u>Statement of Intent</u>

To: _____ (*Name of the tendering company*)

I, _____ (*Name and surname*) the undersigned, do hereby grant authority to the company _____ (*company name*) to submit my Curriculum Vitae for the purposes of submitting the tender for the call for tenders, Frontex/   /   /201

I also confirm that in the event that _____ (*Name of tendering company*) is successful in securing this contract, I shall make my services available to this company for the contract with Frontex.

Should any elements concerning my availability change during the tendering process, I will immediately report this to _____ (*Name of tendering company*).

Date: _____

Name: _____

Signature: _____

Appendix 7 Statement of Compliancy Form

Open Tender procedure: Frontex/   /   /201

Framework Contract for ....

Statement of Compliancy to the Profile

To: _____ (*Name of the tendering company*)

I, _____ (*Name and surname*) the undersigned, do hereby certify that I'm fully aware of the requirements for the personnel profile that I'm assigned to for the performance of the contract concluding from the call for tenders, Frontex/   /   /201 .

I also confirm that I fully fulfil the requirements.

Date: _____

Name: _____

Signature: _____

Appendix 8 CV template

Name:			
Date of birth:		Date IT career started:	
Type of contract:	*Check the appropriate*: ☐ Permanent ☐ Non-permanent		Number of months working for the Tenderer: …………………months
Highest relevant educational degree:			
Languages: (indicate CEFR level)			
Summary (use this area to briefly indicate the major facts which Frontex should know about this individual, indicate the candidate expertise and qualities in correspondence to the requirements):			

PROFFESIONAL CERTIFICATION		
Name and level of the certificate:	**Certifying Authority and dates of certification:**	**Comments (justification for equivalency):**

PROJECT EXPERIENCE	
Project identification:	
Customer (including contact data)**:**	
Contractor:	
Dates of the project:	
Project description:	
Candidate Roles & Responsibilities in the project and duration of his engagements:	
ICT technologies used by the <u>candidate</u> during the project:	