

# Cisco Advanced Services

## Terms of Reference

Annex II to the Invitation to tender Frontex/OP/440/2020/KM

# 1. General information

## 1.1. Overview

This document defines the requirements for the pro-active support services for Frontex ICT network infrastructure. The main goals of the services include:

- Provide specialized know-how for networking products used by Frontex;
- Continually improve the ICT network reliability, security and performance;
- Integrate new products and technologies into Frontex ICT infrastructure;
- Provide 3<sup>rd</sup> line support for the network products and solutions;

The services shall be performed by the Advanced Services Network Consultant Engineers of the manufacturer of the network products deployed in Frontex.

## 1.2. General Terms

All documents and other kind of data like drawings, specifications, plans, calculations, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of Frontex. The Contractor must not retain copies of such documents and data after concluding the contract and shall not use them for purposes other than related to the Contract without the prior written consent of Frontex. The Contractor shall not publish articles related to the services or refer to them when carrying out any services for others, or divulge information obtained from Frontex, without the prior written consent of Frontex. Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of Frontex, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

The Contractor staff will receive access to the existing Frontex network documentation and configuration. Sharing those documents among Contractor's staff must follow the need-to-know principle. The Contractor must not retain copies of such documents and data and shall not use them for purposes other than related to the Contract.

## 1.3. Duration

The duration of the contract is foreseen at 12 months renewable maximum three times, each time for additional 12 months.

During the first year of the FWC duration it is estimated that 400 working hours of services may be ordered.

During each additional year it is envisaged that 200 working hours of services may be ordered. However, the exact number of working hours will be indicated in the order forms.

## 1.4. Language

The contractor must assign staff with a good command of English language - at least B2 level.

All documents delivered under the contract, either in paper or electronic form, must be in English.

All written communication regarding the contract must be in English.

## 2. Subject of the contract

### 2.1. Scope

The Contractor will provide on-site pro-active support services for the following ICT network technologies and solutions:

- IP Network Security (e.g. Cisco ASA, FirePower, ISE, Cisco Security Manager);
- Wired and Wireless Access (e.g. Cisco AnyConnect Mobility Client, Cisco Catalyst switches, Cisco Wireless Controllers and Access Points);
- Routing and switching (e.g. Cisco Catalyst and Nexus switches, Cisco ASR and ISR devices);
- Network management (e.g. Cisco Prime Infrastructure, CSM, DCNM);
- Unified Collaboration (e.g. Cisco Unified Communication Manager, Cisco Meeting Server, Cisco Telepresence terminals, IP phones and voice gateways);

The pro-active support services will include the following tasks and activities:

1. Analysis of the configuration and operations of the Cisco products deployed in Frontex;
2. Pro-actively proposing improvements to ICT network infrastructure increasing its reliability, security and performance;
3. Assistance and support in performing upgrades and other significant changes to Cisco products deployed in Frontex
4. Facilitation of the Frontex cooperation with the Cisco Technical Assistance Center;
5. Providing knowledge related to Cisco products to Frontex ICT teams;
6. Supporting Frontex in the integration of the Cisco products and technologies into Frontex ICT infrastructure;
7. Providing 3<sup>rd</sup> level of support for Frontex ICT in responding to the incidents related to Cisco products;

The pro-active support services will be performed in Frontex premises in Warsaw.

Majority of the tasks will be delivered during business hours, (Monday-Friday 8AM-6PM); however, the tasks potentially disruptive to network availability must be performed in a planned maintenance window outside business hours. Those will constitute maximum 20% of working hours.

The services will be delivered on Frontex request. By the end of each calendar month, the Contractor will agree with Frontex the schedule of works in the following month.

All experts will sign Declaration of confidentiality before their start of providing the services attached in Appendix 1.

### 2.2. Composition of the support team

The Contractor must assign the technical staff having proper knowledge and experience in configuration and operations of the technologies and solutions listed above proved by the highest Cisco certification level. The support team must include at least:

- One expert possessing the CCIE Security certificate;
- One expert possessing the CCIE Collaboration or CCIE Voice certificate;
- One expert possessing the CCIE Routing and Switching certificate;

All the engineers supporting Frontex must be citizens of UE and possess a valid personal security clearance at SECRET UE/EU SECRET level or a national equivalent.

The Contractor must assure that all the engineers supporting Frontex are Advanced Services Network Engineers and have direct access to Cisco internal databases and technical experts, particularly they must have:

- Direct access to the products development teams not limited by the number of reported issues;
- Direct access to the Cisco intellectual property including the bug tracking system, technical knowledge library, product configuration databases;
- Ability to change priorities and queueing of the TAC cases;
- Ability to update device information including serial numbers in the manufacturer's support databases;

## **2.3. Replacement of experts**

### **2.3.1. Replacement of experts requested by contractor**

Replacement of experts requested by contractor will be accepted by Frontex only in exceptional situations, based on written explanation providing reasons for replacement and it will be subject to Frontex prior approval. Such situations may happen on account of death, sickness or accident, or if a member of staff is unable to continue providing his services or for other reasons beyond the contractor's control.

Whenever a replacement occurs, the contractor must ensure a high degree of stability of the services and a smooth transfer of the contractual obligations.

The contractor shall provide a timely replacement with at least equivalent qualifications and experience to the person proposed in the original offer.

### **2.3.2. Replacement of experts requested by Frontex**

Frontex reserves the right to request replacement of any person specified in the contract who is found by Frontex to be incompetent in discharging or unsuitable for the performance of his duties under the contract or if carrying out his tasks under the contract consistently prejudices the good and timely performance of the contract.

The replacement, regardless whether requested by the contractor or by Frontex, shall not oblige Frontex to pay any additional remuneration, fees or costs other than those laid down in the initial contract. The contractor shall bear all the additional costs arising out of or incidental to such replacement.

Whenever a replacement occurs, the contractor must ensure a high degree of stability of the services and a smooth transfer of the contractual obligations.

The contractor shall provide a timely replacement with at least equivalent qualifications and experience to the person proposed in the original offer.

## **2.4. Reporting**

The Contractor must deliver a monthly report documenting the services delivered in a given month. The report must contain:

- Names of the engineers performing the services;
- The dates when the services have been delivered;
- Performed tasks;
- Number of working hours spent on each task.

The report must be submitted to the Frontex Project Manager within maximum 5 working days after end of each month. When approved by the Frontex Project Manager the Report will be the basis for issuing the invoice by the contractor.

## Appendix 1 Declaration of confidentiality

### DECLARATION OF CONFIDENTIALITY

*Contract No.: Frontex/OP/440/202/KM*

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

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

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

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

.....  
[name of the person]

.....  
[signature]

.....  
[place, date]