

Provision of maintenance services of audio-video equipment in Frontex premises

Terms of Reference

Annex II to invitation to tender

Frontex/OP/791/2019/KM

Table of Contents

1. Terms and Definitions	3
2. Subject and General Information	4
2.1. Subject	4
2.2. Objectives	4
2.3. Background information	4
3. Scope of Services	5
3.1. Scope Statement	5
3.2. Scope of services	5
4. General requirements	7
4.1. Contract Type	7
4.2. Duration and schedule	7
4.3. Place of Performace	7
4.4. Working time	7
4.5. Premises Access	7
4.6. Security	7
4.7. Payments and Invoicing	8
4.8. Other costs	8
4.9. Language	8
4.10. Contract management and communication	8

1. Terms and Definitions

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

Term	Abbreviation	Meaning
Contractor		The successful tenderer of a tender procedure no Frontex/OP/791/2019/KM.
Frontex	FX	The European Border and Coast Guard Agency.
Audio - visual infrastructure	AV	Audio - visual systems, equipment and accessories available or installed in Frontex conference/ meeting venues and rooms.
Shall, Should, May, Shall Not		The terms shall be used in specification of requirements in line with RFC2119 ¹
Room booking system	RBS	System consisting of software and LCD screens installed next to conference rooms.
Normal working hours		09:00 - 17:30, Monday - Friday
Terms of Reference	ToR	Annex II - Terms of Reference

¹ <https://www.ietf.org/rfc/rfc2119.txt>

2. Subject and General Information

2.1. Subject

The subject of the Contract is the provision of maintenance services of audio - visual (AV) systems and equipment used in Frontex premises in Warsaw at Plac Europejski 6, Warsaw Spire Building B, according to Frontex business needs and in line with these Terms of Reference.

2.2. Objectives

The objectives of the Contract are as follow:

- To maintain AV infrastructure in faultless and fully operational condition enabling smooth organization of events, ensuring maximum availability of conference facilities by keeping them always in top condition.
- To establish a professional helpdesk that provides comprehensive solutions to technical issues identified in the context of the AV infrastructure, aims to avoid sudden failures when AV infrastructure is needed to carry out regular business and strives to extend the life of equipment by means of qualified and reliable personnel and timely services.

2.3. Background information

Existing AV infrastructure was installed in 2015 as part of fit-out of Warsaw Spire premises. Initial warranty for this equipment has already expired. There are two main components of the infrastructure:

- AV system in conference rooms located in Warsaw Spire building. System consists of display components (screens, monitors, projectors, rolling-out projection screens), audio components (microphones and speakers installed in-ceiling or on-table), video components (cameras enabling video-conferencing, streaming, speaker identification), interpretation and voting system components (comprehensive system with fully equipped booths, infra-red radiators, receivers, integrators, interpreter desks and other necessary units), connectivity and control components (administration panels, plugs, outlets, cables etc.). Main equipment producers: NEC, Element One Converse, Extron, Gefen, Oppo, Dell, Eveo Urve, Sennheiser, Shure, Symetrix, Crown, JBL, Tascam, Brahler, Vaddio, AMX.
- Room booking system (RBS) consisting of software and LCD screens installed next to conference rooms.

AV infrastructure is present predominantly on 6th and 14th floor, where the majority of conference rooms are located. Other smaller meeting rooms are equipped with basic conference kits and are distributed on almost every floor. All together there are at least 24 conference and meeting rooms. The number of conference rooms and actual list of equipment may fluctuate during contract execution as the premises will be undergoing reconstructions. All rooms are heavily used on a daily bases excluding weekends, in normal working hours (09.00-17.30). However some events and meetings can start and finish outside this timeframe (mornings and evenings).

Detailed information on existing AV infrastructure is available in the appendixes.

3. Scope of Services

This section covers technical requirements for the requested services.

3.1. Scope Statement

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

3.2. Scope of services

Maintenance services will cover existing AV infrastructure as described in point 2.3, including appendixes. Detailed description of required services is provided below.

3.2.1. Initial check-up of the existing AV infrastructure

Contractor will carry out an initial check-up of the existing AV infrastructure in all conference and meeting rooms. This check-up will start no later than a month after entry into force of the contract.

Actions to be carried out:

1. Preparation of the comprehensive inventory of existing AV infrastructure during on-site visits and the update of existing technical documentation where necessary.
2. Technical assessment of the available equipment: identification of the system and equipment failures.
3. Preparation and the execution of the maintenance plan (including the list and expected timeline of necessary repairs, descriptions of maintenance actions and a detailed report for each conference room). Maintenance plan must be updated on a yearly basis.

3.2.2. Routine maintenance

Contractor will carry out routine maintenance through pre-scheduled preventive actions or in reaction to emergency requests. Scope of actions to be carried out depends on the nature of the failure:

1. Identification of causes of system/equipment failures,
2. Initiation of repair on the spot,
3. Replacement of broken parts,
4. Restoring system operation,
5. Execution of software corrections within AV control systems,
6. Update of equipment's firmware if necessary.
7. Testing of the system/ equipment to confirm its faultless operation after the completion of the maintenance action.

3.2.3. Comprehensive check-ups

Contractor will carry out one comprehensive check-up a year, which makes four check-ups during the whole duration of the contract. Check-ups will be carried out in line with the maintenance plan mentioned in point 3.2.1. Scope of necessary maintenance actions must include activities described in point 3.2.2. Date of these check-ups are to be agreed between Frontex and the contractor.

3.2.4. Helpdesk operation

Contractor will establish a dedicated support unit, consisting of the project manager and qualified technicians responsible for the maintenance services. The contractor must ensure sufficient technical

capacity (personnel, equipment and know-how) to seamlessly execute services during whole contract duration.

1. Failure notification by Frontex to the Contractor:

- a) in standard situations failures will be notified within normal working hours, by email, containing failure description and location.
- b) in critical situations failures may be notified by phone call to a dedicated helpdesk number, operational at least within normal working hours. These failures shall be confirmed in writing at the later stage.

2. Minimum reaction times of the Contractor:

- a) In standard situations, maintenance action must start not later than 2 hours after failure notification and will consist of: confirmation of the notification, contact from the technician/ manager to establish scope, date and hour of the maintenance on-site visit, which should be arranged not later than 48 hours after failure notification, except for cases when Frontex requests alternative timeslot. Tasks to be performed during the on-site maintenance visit: initiation of works on the spot, diagnosis, replacement of parts if applicable, repair of systems and equipment on the spot, in cases when repair is not possible on the spot the equipment affected will be removed, transported to a dedicated service and back to Frontex once repaired. Agreed solutions must be reported to Frontex by e-mail or via the online helpdesk platform.
 - b) In critical situations, maintenance action must start as soon as possible in order to establish the earliest possible time slot for the maintenance on-site visit, if remote consultations do not resolve the notified failure. Description of actions and tasks are the same as in standard situations.
3. In case a piece of equipment or software issue must be treated by a dedicated service outside Frontex premises, waiting time for a repair shall not exceed 7 working days since failure notification, unless otherwise agreed by the parties.
4. Preferably, service provider shall set up an online helpdesk platform, accessible for Frontex staff members, with at least following capabilities: failure notification, access to the history of notifications, action status/ execution timeline, possibility to add comments to existing notifications as a desirable option.

3.2.5. On-site support personnel

In case of more complex and technically demanding events, Frontex may request the contractor to dispatch support personnel to Frontex premises to prepare and supervise AV infrastructure necessary for smooth organization of the event. Contractor must be ready to make available such a personnel for one or two - days events, at least once a month.

3.2.6. Replacements of pieces of AV infrastructure:

- a) In scope of this contract are replacements of: all connectivity and integratory items relevant for operation of AV equipment like cables, cords, outlets, plugs, elements in floorboxes, wall panels and tables' mediaports. The cost of these replacements must be included in a regular quarterly fee.

- b) The cost of replacements of the following pieces of equipment will be covered upon presentation of the product/ service offer that must be approved by Frontex: entire, autonomously operational electronic appliances like screens, monitors, microphones, speakers, projectors etc. 20% of the value of the contract is dedicated for this purpose.

4. General requirements

4.1. Contract Type

This Contract for provision of analysis of indoor air quality (IAQ) within the Frontex's premises is fixed price Service Contract.

4.2. Duration and schedule

The Contract shall enter into force on the day of its signature by the last contracting party. This contract is concluded for a period of 24 months and can be renewed for another 2 - year period.

The performance of tasks under this Contract shall be effectively initiated within two weeks after entering the Contract into force, on the date indicated by Frontex Project Manager.

4.3. Place of Performace

Services contracted under this Contract shall be performed by the Contractor at Frontex Headquarters, Warsaw Spire Building B, at Plac Europejski 6, Warsaw, Poland, in accordance with requirements set out in the ToR.

4.4. Working time

Services shall be delivered within Normal Working Hours. If necessary, depending on technical requirements and space availability, the services may need to be delivered outside of Normal Working Hours.

4.5. Premises Access

Frontex, when required, will provide the access to premises for on-site maintenance visit.

The dates of the visits shall be communicated to Frontex at least one day in advance to Frontex Contract Manager indicated in the Service Contract. The Contractor is required to provide the personal details of their representatives at least two working days before the visit.

For all persons entering Frontex premises the access will be granted by Frontex security. Any equipment will be checked and scanned. Any persons granted access have to be assisted by designated Frontex personnel while present in the premises.

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

4.6. Security

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

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

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

4.7. Contract implementation

4.7.1. Ordering process

The services will be contracted by Frontex via the specific orders.

- a) Each specific order will specify the services ordered in line with the Terms of reference and the Contractor's financial offer, the duration of services (usually annually).
- b) The services indicated in points 3.2.1, 3.2.3, 3.2.5 above will be ordered via an e-mail sent from the Frontex Project Manager or his/her replacement at least one working day prior to the date of the requested services. The services should be provided according to the schedule indicated in the request.
- c) In case of a replacement of equipment mentioned in point 3.2.6 b) either the lump sum will be indicated on the specific order and afterwards specific equipment will be ordered by an e-mail of Frontex Contract Manager or the specific pieces of equipment will be ordered via the specific orders. If such a need occurs the contractor will be asked by the Frontex Contract Manager to provide its specific offer for the pieces of equipment that needs to be replaced. The contractor must provide its offer within maximum five working days. Frontex Contract Manager will decide on which acceptance method is used for ordering the equipment (by e-mail or via the specific order).

4.7.2. Payments

- a) Payments shall be made quarterly. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Invoices must list all the services provided within the invoicing period as indicated in the contractor's financial offer.
- b) Payments for the services described in point 3.2.1, 3.2.3, 3.2.5 will be made under the conditions that the services were ordered and accepted by Frontex according to the procedure indicated in point 4.7.1. The services shall be paid according to the unit prices indicated in the contractor's financial offer.
- c) Payments for the services described in point 3.2.6 b) shall be paid according to the separate Contractor's offer under the condition that the equipment was ordered via a specific e-mail of Frontex Contract Manager or via the specific order as indicated in point 4.7.1.

4.8. Other costs

The prices proposed by Tenderer shall be all inclusive. No additional costs under the Service Contract are eligible except costs mentioned in point 3.2.6 b). This includes but is not limited to ordering, processing, logistics, communication, secretariat, customs, training, travel and subsistence expenses, tooling and equipment used by the Contractor staff.

4.9. Language

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

4.10. Contract management and communication

4.10.1. The team

The team designated to provide the services should be composed of at least three members (technicians) and one Contract Manager.

The Contract Manager will be ultimately representing the Contractor as a single contact point vis a vis Frontex for the supervision of contract execution, overall performance of the Contractor, change management, information requests and solving issues related to work performed for Frontex. All the contractual correspondence and related coordination will be addressed to the Contract Manager.

The Contract Manager should have at least five years of professional experience in performance of the services of maintenance of AV equipment similar to the equipment listed in the Appendix 1.

The team members (technicians) must have at least two years of experience (each), in the maintenance of AV equipment components similar to the ones included in Appendix 1.

4.10.2. Communication

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

After signature of the contract, a kick-off meeting between Frontex and The Contractor's representatives will be held at the Frontex premises.

Appendixes

- Appendix 1 - List of equipment and current conference/ meeting rooms (attached)
- Appendix 2 - Files containing detailed technical specification of existing AV infrastructure - available upon request, for verification in Frontex premises. The requests should be sent by e-mail to the address: procurement@frontex.europa.eu. Access can be granted only up to six working days prior to the deadline for submitting offers therefore the requests should be sent only up to seven working days prior to the a.m. deadline. Access will be granted after signing the declaration of confidentiality (Annex VII to invitation to tender).