

Opfordringsskrivelse

til

L5 - Indkøb af
Co-location

afgivelse af tilbud

Vers 1
iorDynamisk indkøbssystem
02.22 It-drift

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1 Introduction

1.1 The concrete purchase

The customer's description of the specific purchase:

The specific purchase includes the services that appear in the Customer's requirements in;

Appendix 12.c

With this specific purchase at SKI 02.22 It-drift, Statens It (SIT) procures services under the Co-location service area.

SIT wishes to procure a co-location service for SIT's new data center, where the supplier also purchases and establishes the data center's rack cabinets and cubes (which will be transferred to SIT after the transition day). SIT can also order installation of IT equipment, uninstallation of IT equipment, disposal of equipment, establishment of new rack cabinets, etc. as standard ordering services. The specific purchase will also contain options regarding expanded capacity (square meters).

This tender is a retender of the previous tender L5 – Purchase of Co-location (SKI0222.2403.0009), where SIT has changed the following requirements in appendix 12.c Co-location:

- a) K-22.K-29 Capacity – requested capacity reduced from 120 rack cabinets/350 m2 to 90 rack cabinets/260 m2
- b) K-22.K-31 Cooling and humidity – requirement for relative humidity changed from 80-85% to 30-60%
- c) K-22.K-37 Number of rack cabinets – requested capacity reduced from 120 rack cabinets to 90 rack cabinets
- d) Requirements K-22.K-43 The power supply of the rack cabinets - wording changed and requirements for the load of selected rack cabinets of up to 66 kW supplemented with an alternative solution model where the load is distributed among 3 rack cabinets with 22 kW each.

1.2 Call for tenders

Statens IT carries out a concrete purchase with a view to acquiring services covered by the dynamic procurement system 02.22 IT operations.

Participants in the dynamic purchasing system 02.22 are encouraged to submit offers for the specific purchase.

It is recommended that the tenderer initially reads the entire material thoroughly and carefully follows the given instructions for preparing the tender to avoid the tenderer submitting an unconditional tender.

1.3 The customer and contact person

In connection with the specific purchase, the following contact

person is: Name Peter Sterby

title Chief consultant

Telephone +45 72 31 14 13

E-mail peter.sterby@statens-it.dk

1.4 The tender material

The tender material consists (in addition to this solicitation letter) of the following documents:

Delivery contract

Special Annex A The Tripartite Agreement

Appendix 1 List of definitions

Appendix 2 Timetable

Appendix 2b Detailed schedule until approved operational test

Appendix 2.0.i The supplier's solution description

Appendix 2b.i Overview of external dependencies

Appendix 2b.ii Risk overview for Transition Ind

Appendix 3 The customer's IT environment

Appendix 4 Governance

Annex 4a Cooperation organisation

Appendix 4b Allocated Key Employees

Appendix 4c. Operational Processes

Appendix 4.c.i Supplier's solution description

Appendix 4d Audit and control

Appendix 4e Overview of Subcontractors

Appendix 5 Customer's participation

Appendix 6 Cooperation with other suppliers

Appendix 7 Change management of contractual changes

Appendix 7.i Change request

Appendix 7.ii Amendment

Appendix 8 Service targets

Appendix 9 Reporting and Insight

Appendix 10 Transformation

Appendix 11 Transition Ind

Appendix 11.in The supplier's solution description

Appendix 12 Service description

Bilag 12.c Co-Location

Appendix 12.c.i Supplier's solution description

Appendix 12g Consulting services

Appendix 12h Standard order services

Appendix 13 Documentation

Appendix 14 Security

Appendix 14.i The supplier's solution description

Appendix 16 Samples

Appendix 16.i The supplier's solution description

Appendix 17 Ordering of ordered services

Appendix 17.a Ordering of Standard order services

Appendix 17.a.in the Order form

Appendix 17.b Ordering Consulting Services

Appendix 17.b.in the Order form

Appendix 17.c Options

Appendix 18 Obligations on termination (Transition out)

Appendix 19 License agreements

Appendix 20 Remuneration

Appendix 20.a Prices and remuneration

Bilag 20b Benchmarking

Appendix 22 CSR

1.5 Priority provisions

[Provisions in the Supply Contract take precedence over provisions in the Supply Contract's annex, which is why provisions contained in an annex that conflict with provisions in the Supply Contract are not given legal effect.]

In the event of mutual conflict between the Annexes to the Supply Contract, the annexes take precedence in the following order of priority:

- *Special Annex A The Tripartite Agreement*
- The supply contract
- Appendix 1 List of definitions
- Appendix 2 Timetable
- Appendix 2b Detailed schedule until approved operational test
- Appendix 2.0.i The supplier's solution description
- Appendix 2b.i Overview of external dependencies
- Appendix 2b.ii Risk overview for Transition Ind
- Appendix 3 The customer's IT environment
- Appendix 4 Governance
- Annex 4a Cooperation organisation
- Appendix 4b Allocated Key Employees
- Appendix 4c. Operational Processes
- Appendix 4.c.i Supplier's solution description
- Appendix 4d Audit and control
- Appendix 4e Overview of Subcontractors
- Appendix 5 Customer's participation
- Appendix 6 Cooperation with other suppliers
- Appendix 7 Change management of contractual changes
- Appendix 7.i Change request
- Appendix 7.ii Amendment
- Appendix 8 Service targets
- Appendix 9 Reporting and Insight
- Appendix 10 Transformation
- Appendix 10.i The supplier's solution description
- Appendix 11 Transition Ind
- Appendix 11.in The supplier's solution description
- Appendix 12 Service description
- Bilag 12.a Clouddrift
- Appendix 12.a.i Supplier's solution description
- Appendix 12.b Data center operation
- Appendix 12.b.i Supplier's solution description
- Bilag 12.c Co-Location
- Appendix 12.c.i Supplier's solution description
- Appendix 12.d Network operation
- Appendix 12.d.i Supplier's solution description
- Appendix 12.e Application operation

- Appendix 12.e.i Supplier's solution description
- Appendix 12.f End user services
- Appendix 12.f.i Supplier's solution description
- Appendix 12g Consulting services
- Appendix 12h Standard order services
- Annex 12.in Security services
- Appendix 12.i.i Supplier's solution description
- Appendix 13 Documentation
- Appendix 14 Security
- Appendix 14.i The supplier's solution description
- Appendix 15 Data processor agreement
- Appendix 16 Samples
- Appendix 16.i The supplier's solution description
- Appendix 17 Ordering of ordered services
- Appendix 17.a Ordering of Standard order services
- Appendix 17.a.in the Order form
- Appendix 17.b Ordering Consulting Services
- Appendix 17.b.in the Order form
- Appendix 17.c Options
- Appendix 17.c.i Supplier's solution description
- Appendix 18 Obligations on termination (Transition out)
- Appendix 19 License agreements
- Appendix 20 Remuneration
- Appendix 20.a Prices and remuneration calculation (Offer list in the DIS portal)
- Bilag 20b Benchmarking
- Appendix 21 Business transfer and employees
- Appendix 21a List of employees
- Appendix 22 CSR

The references to the individual annexes above include any sub-annexes thereto.

The fact that the Customer's claim takes precedence over conflicting claims in the appendices cannot be relied upon by the Supplier as a reason for not delivering anything further that may appear from the Supplier's response to claims in the appendices.

1.6 Reference to specific makes etc.

The customer may have referred to standards, brands, trademarks or patents etc. in the tender material. in the technical specifications, cf. section 41, subsection 1, no. 2 and § 42. The customer has endeavored that any such reference is followed by the expression "or equivalent". If, by mistake, such a reference is not followed by the expression "or equivalent", the reference must in all cases be understood as including the wording "or equivalent".

This means that the offer must be in accordance with the standard, make, trademark or patent etc. referred to, or in a similar way fulfill the requirements stated in or expressed by the standard, make, trademark or patent etc. If the offer is not in accordance with the standard, make, trademark or patent etc. referred to, but fulfills the requirements in a similar way, the Offeror must demonstrate in his offer by appropriate means, including the means of proof mentioned in section 47 of the Public Procurement Act, that the offer similarly meets the requirements stated in or expressed by the standard, make, trademark or patent, etc.

2 Written questions

The tenderer has the opportunity to obtain additional information about the material and the specific purchase by submitting written questions.

Questions must be submitted in writing in Danish in SKI's Dynamic Purchasing System and Mini Tender Service (hereinafter referred to as the DIS portal).

Written questions and answers to these will be communicated in anonymized form to all Bidders simultaneously via the DIS portal. Questions are answered in Danish.

Questions received no later than 10 days before the offer deadline will be answered no later than 6 days before the end of the offer deadline.

Questions received later than 10 days before the end of the deadline for submission of offers will be answered, unless the nature of the question makes it disproportionately burdensome to communicate the answer no later than 6 days before the end of the deadline for submission of offers.

Questions received later than 6 days before the deadline for submitting offers cannot be expected to be answered.

3 Submission of offer

3.1 Offer deadline

The offer must be submitted in the DIS portal

no later than 2 September 2024 at 13:00

Offers received later will not be considered. Offers must be submitted in Danish.

The contents of the offer remain unopened and confidential until the expiry of the set period.

3.2 Content of the offer

The offer consists of the following documents:

Appendix 2.i The supplier's solution description
Appendix 2.b Detailed schedule until approved operational test
Appendix 2.b.i Overview of external dependencies
Appendix 2.b.ii Risk overview for Transition Ind
Appendix 4.b Allocated Key Employees
Appendix 4.c.i Supplier's solution description
Appendix 4.e Overview of Subcontractors

Appendix 11.i The supplier's solution description
Appendix 12.c.i Supplier's solution description
Appendix 14.i The supplier's solution description
Appendix 16.i The supplier's solution description
Appendix 19 License agreements
Appendix 20.a.i Prices and remuneration calculation (Offer list in the DIS portal)
Tenderer's European Single Procurement Document(s) (ESPD) from the dynamic procurement system

The attachments in the DIS portal contain guidance text that explains how the attachments are filled in by the Tenderer. The completed annexes form part of the overall contract basis.

The offer must not contain the Supply Contract and annexes, which must not be completed/completed by the Offeror. The supply contract and these appendices are considered accepted by the Tenderer.

3.3 Persistence

When submitting an offer in the dynamic purchasing system (the digital support), the offeror maintains his offer for 3 months from the offer deadline.

3.4 Alternative offers

It is not permitted to submit alternative offers.

3.5 Paged offers

It is not permitted to submit side-by-side offers.

3.6 Prices

Prices are given excl. VAT and incl. SKI's share in Appendix 20.a Prices and Remuneration calculation (Offer list in the DIS portal).

Prices must be submitted for the price elements requested in Appendix 20.a Prices and remuneration calculation (List of offers in the DIS portal).

3.6.1 Customer payment

The supplier must, on behalf of the customer, forward the customer payment of 2% of the customer's purchase price to SKI. The tenderer must therefore include the Customer's payment to SKI of 2% in its tender prices in the specific purchases.

The customer payment is calculated according to the following formula:

$$Kundens\ købssum\ eksklusive\ moms\ i\ DKK \times 2\% = KuKKK$$

The supplier's reporting and communication of the customer's payment to SKI is described in more detail in separate appendix A Tripartite agreement.

3.6.2 Declaration of independent tender submission

If the Bidder is connected to another Bidder (e.g. a member of the same group, a Bidder that is a subsidiary of another Bidder, companies that have the same board members or legal representatives, or companies that have shares in the same third

company), the Tenderer must, in the event that two or more linked Tenderers submit tenders, ensure that tenders are prepared independently in order to avoid coordination of tenders.

The Tenderer is also asked to attach a statement regarding independence to its tender with the tender letter, in which the Tenderer declares on good faith that no tender coordination has taken place.

If two or more connected Bidders cannot prevent coordination, only one of the Bidders can submit a bid.

4 Processing of offers

The Offeror must be aware that the Customer cannot negotiate with the Offeror about the offer. The offer should therefore be drawn up in such a way that the Supply Contract can be entered into without discussions between the Offeror and the Customer. It is the Tenderer's responsibility to ensure that the tender is complete and designed in accordance with the guidelines in the tender material. After entering into the contract, the Customer can call for a start-up meeting with the aim of supporting the Parties to gain a common understanding of the Customer's overall needs, the structure and terminology of the Supply Contract and the Customer's organization. After the start-up meeting, the Clarification phase begins, the purpose of which is to investigate whether it is appropriate to clarify or supplement the Service Description.

The tenderers do not have access to witness the opening of tenders or to obtain information about competitors' tenders.

The customer is not obliged to return offers to the offerors.

The tenderer's costs in connection with the submission of the tender are not the responsibility of the customer, including if the customer has to cancel the specific purchase without entering into a contract.

4.1 Confidentiality

The offer will be treated confidentially unless the legislation on access to documents obliges the customer to pass on information to third parties.

If there is information or elements in the offer which, based on business considerations, are to be exempted from access to documents or which are not to be disclosed in award rejection letters, or in the subsequent announcement regarding concluded contracts, the offeror is encouraged to indicate this in its offer. However, the customer will in any case be entitled and obliged to provide access to documents to the extent that follows from the legislation.

If the contracting authority is requested to inspect documents, the tenderer will be consulted as far as possible before the contracting authority makes a decision on which parts of the offer may be exempt from document inspection.

4.2 Reservation

The tenderer may not reserve the right to the conditions in the material for tendering specified in point 3.2. Reservations will result in the offer being deemed to be unconditional.

4.2.1 Assessment of fitness

The tenderer cannot make reservations regarding the terms in the tender material, cf. point 4.2. Reservations will result in the offer being unconditional.

However, the customer can choose to use the procedure in section 159, subsection 1 of the Tender Act. 5 and 6, if the offer does not meet the requirements of the tender documents. However, the customer is not obliged to obtain additional information or documentation from the Tenderers.

Regardless of the use of the word "shall" in the tender material, the Customer may obtain additional information within the framework of the above provisions.

5 Award criteria and evaluation

5.1 Award criterion "Best ratio between price and quality"

Award is made to the Tenderer who has submitted the most economically advantageous offer according to the award criterion "best ratio between price and quality".

5.1.1 Evaluation of the sub-criterion "Quality"

The following quality criteria and weighting are included in the evaluation:

Quality criteria	Max. Number of points	Enter weight
<i>The quality of the ongoing services offered</i>	10	4
<i>Transition</i>	10	3
<i>IT security</i>	10	2
<i>Governance</i>	10	1

It is clear from the individual quality criteria what is given positive weight, as well as what requirements the Customer wants the Tenderer to answer.

The following grading scale from 1-10 is used for the evaluation of the established quality criteria:

Character	Description
10	Excellent response, which demonstrates in the best possible way the Tenderer's fulfillment of the conditions that weigh positively.
9	Excellent response which, with few and absolutely minor exceptions, demonstrates the Bidder's fulfillment of the conditions that weigh positively.
8	Very satisfactory response which, with a few exceptions, demonstrates the Bidder's fulfillment of the conditions that weigh positively.
7	Satisfactory response that demonstrates to a significant extent the Bidder's fulfillment of the conditions that weigh positively.
6	Fairly satisfactory response, which, with exceptions, demonstrates the Bidder's fulfillment of the conditions that weigh positively.
5	Consistently satisfactory response which, with a number of shortcomings, demonstrates the Bidder's fulfillment of the conditions that weigh positively.
4	Less satisfactory response, which overall demonstrates only to a limited extent the Bidder's fulfillment of the conditions that weigh positively.
3	Unsatisfactory response, which with significant deficiencies demonstrates the Bidder's fulfillment of the conditions that weigh positively.
2	Very unsatisfactory response, which only sporadically demonstrates the Bidder's fulfillment of the conditions that weigh positively.

1	Insufficient response in relation to demonstrating the Tenderer's fulfillment of the conditions that weigh positively.
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Offers below 40 points will not be included in the overall evaluation of the offer's relationship between price and quality, and will thus be rejected on the basis of the points obtained for Quality.

5.1.2 Evaluation of the sub-criterion "Price"

Evaluation of the sub-criterion "Price" will take place on the basis of the total evaluation technical price, which appears from specified price points in the Tender List.

5.1.3 Overall evaluation of the award criterion "Best ratio between price and quality"

The offered price per quality points are calculated according to the following formula:

$$\frac{\text{Tilbudsgivers pris under}}{\text{Tilbudsgivers samlede point for underkritereet}} = \text{Tilbudt pris pr. kvalitetspoint}$$

The offer that has the lowest price per quality points, is the offer with the best ratio between Price and Quality.

6 Final documentation

Pursuant to §§ 151 and 152 of the Public Procurement Act, a Tenderer to whom the Customer intends to award the Supply Contract must submit final documentation regarding the conditions specified in the Tenderer's ESPD, including possibly in relation to ESPDs of all participants in an association (e.g. all consortium participants) and/or ESPDs of any supporting companies.

The customer will, within an appropriate period, ask for final documentation for the information provided in the ESPD, cf. further below.

6.1 Documentation regarding reasons for exclusion

As documentation for the information in the ESPD regarding grounds for exclusion:

Can Danish companies present a service certificate issued by the Danish Business Authority, which includes information from the police criminal register.

Can foreign companies present the types of documentation that appear in e-Certis¹.

Foreign companies can advantageously use e-Certis to identify the documentation that is useful, or contact the relevant authorities in the country where the company is established.

6.2 Documentation regarding economic and financial capacity

As documentation for the information in the ESPD regarding economic and financial capacity, the following is presented:

Annual accounts (or extracts thereof) from the most recent available financial year, indicating where the total turnover and equity ratio, including equity and assets, stated in the ESPD appear.

Or

If the turnover does not appear in the annual accounts, the turnover from the latest available financial year can be documented via a declaration of faith and belief that the turnover stated in the ESPD is correct, signed by an authorized signatory at the Tenderer.

Annual accounts (or extracts thereof) from the most recent available financial year with an indication of where the solvency ratio, including equity and assets, stated in the ESPD appears.

6.3 Documentation regarding technical and professional ability

If the Customer has not already, in connection with the submission of the offer, cf. point 4.2, has received the Tenderer's ESPD, (i.e. the ESPD that appears in the Tenderer's application in the DIS portal), the Tenderer must, at the Customer's request, forward this to the Customer as soon as possible.

No additional documentation must be submitted for the information in the ESPD regarding technical and professional ability. However, the Customer reserves the right to request the Offeror to update its ESPD in the dynamic purchasing system if it no longer meets the stipulated requirements.

¹ <https://ec.europa.eu/tools/ecertis/search>

7 Award and conclusion of contract

Once the Customer has made a decision on who the Supply Contract is awarded to and documentation has been obtained, the Tenderers will be informed of this as soon as possible. Notification is made simultaneously to all Bidders via the DIS portal. The notification will contain a brief explanation of the evaluation.

The customer is not obliged to assign the Delivery Contract.

The winning Bidder is obliged to enter into the Supply Contract with the Customer.

However, the conclusion of the Delivery Contract will only take place after the expiry of a standstill period of 10 calendar days, calculated from the day after the day the Customer has sent the notification via e-mail.

The customer does not consider the specific purchase completed until the Delivery Contract is signed. The tenderers are thus bound by their offer until the Customer has entered into the Delivery Contract, but no longer than the acceptance period, cf. point 4.2.

8 Cancellation of the specific purchase

The customer has the right to cancel the specific purchase if the customer considers that there is a factual reason for cancellation.