

Open call for tender for a WEB ARCHIVING SERVICE for the Historical Archives of the European Union

Ref: CFT/EUI/HAEU/2017/01

January 2017

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1 GENERAL CONDITIONS

1.1 Presentation of the European University Institute

The European University Institute (EUI) is a postgraduate and post-doctoral research institute in the field of social sciences, established by a Convention dated 19 April 1972, ratified by the Member States of the European Community, with the aim of providing advanced academic training for doctoral researchers and of promoting research at the highest levels. The Convention setting up the EUI includes the "Protocol on the Privileges and Immunities of the EUI".

The EUI Community numbers about 1,000 members. Researchers, academic and administrative staff are for the most part – though not exclusively – citizens of the Member States.

The EUI's headquarters are at the Badia Fiesolana, Via dei Roccettini 9, in San Domenico di Fiesole (near Florence, Italy).

For more information, please see the EUI's official website at www.eui.eu.

1.2 Presentation of the of the Historical Archives of the European Union

The EUI hosts the Historical Archives of the European Union institutions (HAEU), which is the official archives for the historical documents of the Institutions of the European Union and a research centre dedicated to the archival preservation and study of European integration history.

The HAEU is an integral part of the EUI and shares the same administrative, technical and logistic infrastructure.

1.3 Definitions

The "Contracting Authority", the "Institute" and the "Client" shall mean the European University Institute (EUI), which is awarding to the Company the contract for the supply of the services that are the object of these Special Tender Specifications (STS).

The "Contractor" shall mean the Company that is awarded the contract for the supply of the services that are the object of these Special Tender Specifications; "Competitor", "Candidate", "Tenderer" shall mean any company submitting a bid in the tender procedure.

1.4 Object of this tender procedure

The information landscape changed considerably during the last decades as more and more information is made available to the public through websites only and new publishing technologies emerged and evolve rapidly.

As websites became an important publication and communication channel for the EU Institutions, the need was felt to start preserving the Institutions' websites in order to

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avoid a gap in the digital memory of the Institutions, to keep web-content available as a future information source and to guarantee the EU's transparency over time.

This is a complex exercise, consisting of several tasks: collection of content and metadata; quality control; storage in both an operational repository and a long term archive; and providing access to the information for future use and reuse.

Given its mandate the HAEU launched in 2013 as a small pilot project to implement a prototype Websites Archives of EU Institutions (WAEUI). The initial goal was to develop the know-how on the process of collecting data that has been recorded on the World Wide Web (harvesting), storing the data in an authentic and non-obsolete format in a long term digital archive, making the collected and stored data available for future access.

We initially harvested around 25 selected EU websites through a contract with the internet Memory Foundation (IMF). In the following two years we broadened the scope up to 70 websites 4 times per year. This amounted to more than 24 Terabytes of data crawled and 270 crawls per year.

- 1.4.1 The objective of this tender procedure is to award a contract further develop and manage the existing Websites Archives of EU Institutions (WAEUI) on behalf Historical Archives of the European Union (HAEU).

1.5 Information on the contract

- 1.5.1 Type of contract: The service contract that will be signed at the conclusion of this tender procedure shall be based on the Draft Service Contract, together with these Special Tender Specifications and other annexes, the Invitation to Tender letter and the Offer submitted by the Contractor as its bid, including all attached documentation.

- 1.5.2 Duration: One (1) year, renewable automatically up to 2 times, each time for a period of execution of tasks of 12 months, except for the terms outlined in the withdrawal clauses (see Article II.14 of the Draft Contract).

- 1.5.3 Presumed amount: The total presumed amount of the tender is established at € 135,000.00 (one hundred thirty-five thousand/00), to cover the maximum extent of contract duration, i.e. 3 years.

The presumed annual amount is € 45,000.00 (forty-five thousand/00) p.a., excluding VAT.

- 1.5.4 This estimate of the presumed amount was based on a market survey and on the annual cost of a pilot project carried out over the last three years and does not obligate the Contracting Authority to reach the above-mentioned total amount. For that reason, the Contractor will not claim anything but the payment of the services provided to the Institute according to the established terms and conditions.

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The amount of the tender shall include all those services envisaged in the Tender Specifications including the optional ones, in the Offer submitted by the Company participating in the tender in the event it contains further improvements, as well as any other direct or indirect cost that may be incurred in the satisfactory supply of the services to be provided.

1.6 *Legal obligations to be borne by the Contractor*

- 1.6.1 The Contractor shall comply with all obligations towards its employees, as envisaged in the legal requirements and provisions relating to labour laws, including measures pertaining to health and safety, as well as regulations on social security and accident prevention, fully accepting to bear the responsibilities related to such obligations.
- 1.6.2 Pursuant to a simple request by the Contracting Authority, the Contractor shall be ready at any moment to provide clear proof of having fully complied with all such obligations.

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2 TECHNICAL SPECIFICATIONS

2.1 Acquisition

- 2.1.1 The proposed solution must permit HAEU to request the crawling of multiple websites, in parallel, through a combination of:
- Recurrent batches of crawls, typically quarterly, which are progressed through the various quality assurance processes and published separately once these processes are completed.
 - short notice, 'exceptional' crawls, that require immediate launching and prioritising through to publication.
- 2.1.2 The proposed solution must be capable of:
- Up to 320 crawls of conventional websites per year. A conventional website is defined as a website that HAEU and the Contractor have agreed can be captured using traditional crawling and access software, though it may still need special intervention to make the quality of the capture acceptable.
- 2.1.3 The proposed solution must produce very high quality crawls that meet or exceed the "state of the art" in the web-archiving field.
- 2.1.4 The proposed solution must be capable of:
- launching crawls within a default set of parameters supplied by HAEU;
 - where default parameters do not result in crawls of sufficient quality, providing HAEU with a means of defining the necessary deviations from the default set of parameters to improve quality;
 - identifying all crawls made on behalf of HAEU with a valid and agreed user agent, which identifies the crawler as part of the WAEUI;
 - writing, or storing, all web archive crawl data in the WARC file format, in compliance with ISO 28500:2009 (<http://archive-access.sourceforge.net/warc/>).
- 2.1.5 The Contractor must configure all crawling operations in such a way that content extraneous to the target website is not captured during the crawling phase unless explicitly requested by HAEU.
- 2.1.6 The Contractor must:
- alert HAEU that crawls have failed within 24 hours of them failing, advise and agree with HAEU on the possible corrective action, resume the crawl.
 - generate crawl logs for all crawls, providing HAEU with access to these crawl logs for a minimum period of 3 months after a crawl has completed.
- 2.1.7 The Contractor must perform a level QA on all crawls to ensure that all archived websites are as close as possible in completeness and quality to the live version of the target website.

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- 2.1.8 The Contractor must provide an online issue-tracking solution for managing the web archiving workflow with HAEU.
- 2.1.9 The Contractor must hold regular meetings (at least 3 times a year) with HAEU, either in person or by telephone, during which progress against priorities and technical developments will be assessed.

2.2 Access

- 2.2.1 The Contractor must provide an access system which faithfully replays all HAEU content captured during crawling processes past, present and future. This will be a mixture of ARC and WARC preservation file formats. If some of these files have deviated slightly from prescribed standards he must be able to handle these.
- 2.2.2 The access system front-end shall comply with W3C standards, and other applicable standards for web services.
- 2.2.3 The access system front-end shall provide responsive designs so that users can successfully access the service on a wide variety of devices.
- 2.2.4 The Contractor must:
- provide solution through which the replay of contents is clearly designated as a web archive.
 - provide solution through which the replay of contents is accessible via 'index pages' that, starting from an original resource URL, list and link to each dated capture of the resource.
 - allow HAEU-branded access and error pages.
 - provide solution through which if a link to a stored content is not working the resulting error message offer a link to the current (live) version of the missing resource.
 - provide solution through which the replay of contents excludes messages asking the authorization for the use of cookies.

2.3 Search

- 2.3.1 The Contractor must provide a search service to search across the entire textual content of the WAEUI. This must include all formats that are rendered as HTML/XHTML in browsers. These include, but are not limited to:
- Hyper Text Markup Language (HTM, HTML, XHTML)
 - Dynamically generated content (e.g. asp, aspx, php and jsp etc.)
 - Portable Document Format (PDF, PDF/A)
 - Microsoft Office Formats (DOC, DOCX, PPT, PPTX)
 - Open document formats (ODF, FODT, ODT, ODP)

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- f. Text files (TXT)
 - g. but provide the option to exclude certain file types as defined by HAEU, for example XLS, XLSX, ODS, FODS, robots.txt, .js and, .json extensions, and any files which returned an HTTP status code of 400 or greater when initially captured.
- 2.3.2 The contractor must offer a solution to delete parts of the crawled contents (i.e. not simply hide them) present in the collection in the exceptional circumstances that for copyright reason are requested to be physically removed from the media. (e.g. the contractor may be requested to delete certain pictures present in crawl result.)
- 2.3.3 The contractor must offer a solution to implement deduplication of files in the process of web archiving in order to make savings in storage requirements. (In the process of web archiving, website objects/documents are often crawled more than once. The proposed solution must provide the capability for the web archiving process to retain fetch history and deduplicate against previous crawls so that the crawler does not need to store the file on download).
- 2.3.4 The Contractor must provide a search service that:
- a. supports special characters such as (&,(,), £, ? etc.).
 - b. provides functionality to match keyword search
 - c. provides exact phrase search when the user encloses the search term in "".
 - d. supports search by a known URL.
 - e. supports the export of a results set into reusable formats such as CSV and XML.
 - f. invoke wildcards. These can be brought to bear at sub-domain, domain and below sub-domain level.
 - g. apply only between two dates (of crawl).
 - h. provides support for languages other than English; this must allow for the querying of terms with non-English language special characters and accents.
- 2.3.5 The Contractor must:
- a. index content, and provide access to that content through search to HAEU, within 10 working days of the end of the quarterly crawl.
 - b. before providing access to WAEUI, hide any content on a takedown master list, provided by HAEU.
 - c. improve the quality of the search index, based on feedback from HAEU and user needs analysis.
 - d. exclude error messages from the search index. For this purpose, an error message is a page with an HTTP status code of 400 or greater.
- 2.3.6 The Contractor must provide a search tool that has very high availability and supports multiple concurrent requests.

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2.3.7 The Contractor's search solution must comply with best practice standards such as the OpenSearch 1.1 specification.

2.4 Collection storage and maintenance

2.4.1 The Contractor must:

- a. provide methods to ensure that data will not be lost in the event of software and/or hardware failure; the Contractor must be able to evidence that data has not been lost.
- b. retain data derived from interaction with HAEU (such as crawl instructions and quality assurance notes) and with users (such as web server log files), even where not required for ongoing business purposes, until that data has been exported to HAEU.

2.4.2 The Contractor must:

- a. provide the ability to export all harvested data in the form of standard-conformant WARC files (ISO 28500:2009) together with per-WARC CDX index files with an agreed set of metadata fields;
- b. provide the ability to export all harvested via an efficient network channel, that is whose average speed is not less than of 10 Mbit/sec;
- c. provide a means to verify that the transmission of data exports to HAEU has been both successful and complete;
- d. provide an alternative solution to point a. above to export the entire collection at regular interval (once a year) on a stand-alone media (e.g. hard disks) .

2.4.3 The Contractor must provide a secure system with an online user interface that allows the administrators to immediately restrict access to contents without removing it from the collection. The system must be able to handle an unlimited number of rules to restrict access where necessary.

2.4.4 The Contractor must permit indexing of the collection by web search engines.

2.4.5 The Contractor must provide multiple environments, separate from the main collection, for quality assurance, purposes.

2.4.6 The Contractor must provide very high service availability.

2.4.7 The Contractor must provide a solution that can serve high volumes of concurrent users reliably and quickly.

2.4.8 Traffic Statistics – The Contractor must provide real-time or near real-time traffic statistics for the WAEUI.

2.4.9 The Contractor must have a DOS/DDOS plan and employ sufficient measures to provide a secure and robust service.

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2.4.10 The Contractor must conform to applicable web and ICT standards:

- a. W3C Web Accessibility Guidelines.
- b. W3C Mobile Web Guidelines (where applicable).

2.5 Service Level Agreement (SLA)

- 2.5.1 The Contractor must propose as part of his offer an SLA for all aspects of the "Acquisition" requirements (e.g.crawl launch, QA levels, crawl failures, crawl logs, communications), for all 'Search' requirements (e.g. indexing, takedown, concurrent use, updates etc.), for all 'Access' requirements (e.g. availability, access services, traffic logging etc.)and for other requirement listed in this technical specification.
- 2.5.2 The SLA shall be subjected to minor agreed adjustment before the signature of the contract and during the first 6 months of service.

2.6 Project guidelines

- 2.6.1 The project implementation and the documentation must be delivered in English language.
- 2.6.2 The contractor must take care of the hand-over of the current collection. He must manage autonomously the necessary contacts with the current service supplier (IMF).
- 2.6.3 The new service must be in operation by 15 May 2017. The firs crawl must start by 15 June 2015.
- 2.6.4 On-site training must be provided for all functionality requested by the HAEU and offered as part of the proposal for the HAEU.
- 2.6.5 The Contractor must assign a person, acting as project manager, who will be the main reference point throughout the whole duration of the service for all matters pertaining the continuous improvement of the service.
- 2.6.6 The Contractor must assign a person, acting as user support manager, who will be the main reference point throughout the whole duration of the service for all matters pertaining the maintenance and support. She/He must guarantee the proactive, autonomous, and successful execution of maintenance and support task.
- 2.6.7 The maintenance and support service must be accessible, at least, via a self-service platform or telephone.

2.7 Options

- 2.7.1 The Contractor can offer a solution to log all traffic to the WAEUI using either the Apache NCSA extended log format or W3C extended log format and supply copies of the logs to HAEU.

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- 2.7.2 The Contractor can configure a solution permitting to host the collection in its premise and maintain a synchronized copy of it in the HAEU systems via an Internet connection. Where the data travels through public electronic channel, the data must be encrypted using a pre-agreed standard;
- 2.7.3 The Contractor can configure a solution permitting to ingest the collection in the HAEU long-term digital preservation system. In particular, the contractor can offer the possibility to export for each website the warc files containing the snapshot of the website and some related xml file containing the metadata collected during that harvesting exercise.
- 2.7.4 The Contractor can offer a solution that maintain metadata which links harvested data with the relevant crawl instructions.

3 EVALUATION OF OFFERS

3.1 Grounds for exclusion

- 3.1.1 Tenderers must complete and sign “Annex II - Declaration on honour” in order to certify that are compliant with the conditions established in Annex IV of the [President’s Decision No36/2016](#). The lack of compliance with these conditions is ground for exclusion.
- 3.1.2 The awarded tenderer must produce evidence of compliance with the conditions stated in “Annex II -Declaration of honour” according to what established in Annex IV of the [President’s Decision No36/2016](#) before the signature of the Contract.
- 3.1.3 The Institute reserves the right to verify the accuracy of this information and to request documents providing further evidence before the contract is signed.

3.2 Selection criteria

- 3.2.1 To be eligible for the tender procedure, companies must possess all the following requirements. Companies in default in even one of the requirements listed below will be excluded from the procedure.
- 3.2.2 Technical, economic and financial capacity requirements
- a. Tenderers must provide evidence of the economic and financial capacity by presenting two (2) bank references from prime banks, or financial companies included in the registers of authorized brokers, issued after the date of the Invitation to tender and the publication of these Tender Specifications, proving that

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Tenderer has always met its economic and financial obligations punctually and regularly.

- b. Tenderers must provide evidence to have generated in the years 2014/2015/2016 an annual turnover of at least € 100.000/year for services with the same characteristics described in this tender procedure.
- c. Tenderers must comply with the requirements as described in this Tender Specifications, Chapter II Technical Specifications. All requirements indicated with “must” are mandatory: non-compliance will be considered grounds for exclusion.

3.2.3 The Institute reserves the right to verify the accuracy of this information and to request documents providing further evidence before the contract is signed.

3.3 Award criteria

- 3.3.1 Only the Offers that meet all the requirements listed in 3.2 - “Selection Criteria” shall be eligible for the next stage of the procedure, the technical evaluation and the presentation quality evaluation.
- 3.3.2 The contract will be awarded according to the principle of the “**best value for money**”, based on the evaluation that will be carried out by an evaluation committee entrusted with the task, which will attribute a score to each tender, out of a maximum score of 100 points, according to the following parameters:

MAXIMUM SCORE	
Technical evaluation	60/100
Economic evaluation	40/100

The total score assigned to the offer is made up of the sum of the technical evaluation, and economic offer evaluation.

The Tenderer whose offer obtains the highest final score is the Tenderer who will be awarded the contract. Wherever the evaluation parameter is solely an objective parameter, the score will be calculated in proportion to the degree to which the bid equals the minimum level required.

In cases where the parameter can also be affected by a comparative analysis in relation to the other offers submitted, then the Committee will assign a score at its own discretion, providing motivations for its evaluation.

3.3.3 ASSIGNING POINTS FOR TECHNICAL ASPECTS OF THE OFFER.

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To evaluate the technical and qualitative aspects of the offer points will be assigned as shown in Table 3-1 below up to a maximum of 60.

For each item in Table 3-1, the evaluation committee will assign at its own discretion a score from 0 to the maximum indicated in the table, on the basis of the degree of compliance with the requirements of the STS.

	EVALUATION CRITERIA	MAXIMUM score
A	Technical Evaluation	60
a1	Acquisition	9
a2	Access	9
a3	Search	9
a4	Collection Storage and maintenance	9
a5	Service Level Agreement	8
a6	Project guidelines	8
a7	Options	8

Table 3-1

The score awarded for the technical evaluation will be the sum of the points awarded in the separate items: $A = a1 + a2 + \dots + a7$.

The minimum threshold for technical admissibility is $A \geq 30/60$. Tenderers who do not reach the thresholds will not be put through to the next stage.

Once the tender is awarded, the technical Offer of the winning bid becomes an integral part of the Contract together with these STS.

3.3.4 AWARDING OF POINTS IN RELATION TO PRICE OFFERED

To evaluate the economic aspects of the offer points will be assigned as shown in Table 3-2 below up to a maximum of 40.

The scores, calculated according to the formulae shown below, will then be rounded off to the second decimal figure, if necessary.

In general, the procedure adopted shall consist in calculating the proportional ratio between the best offer received and that proposed by every other tenderer; on this basis, each item shall be awarded some of the 40 available points, established according to the importance that the Contracting Authority attributes to the nature of each service or product supply.

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	EVALUATION CRITERIA	MAXIMUM score
B	Economic evaluation	40

Table 3-2

The formula that shall be applied is the following:

$$C = 40 \times \frac{\text{Lower overall price}}{\text{Offered overall price}}$$

3.3.5 The final score awarded to each tenderer will be the sum of the points awarded in the separate sections (4.3 + 4.4), as described in this Article.

3.4 Obligations after being awarded the tender

3.4.1 In order for the definitive award of the tender to enter into force, the successful Company must submit the following, within the date established by the Contracting Authority:

- a. a performance bond equal to 10% of the mean annual contract value based on its own Economic Offer; the performance bond shall be issued as a guarantee of the Company fully performing all obligations relating to the contract, and deriving from it, and shall be raised according to the method described in Article I.4.2 of the Draft Contract;
- b. certified true copies of all certificates presented as documentation for the tender procedure.

3.4.2 If the Company that is awarded the tender does not comply in a timely fashion with the above obligations, or does not submit all the documentation requested, or does not provide evidence of the prerequisites it declared on its honour to be in possession of, or if such evidence is not considered in conformity with the declarations included in the tender documentation, the Contracting Authority reserves the right to withdraw its award, and to award the tender instead to the company having achieved the next highest score, or to launch a new tender

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procedure, holding the defaulting Company liable for any increase in cost the Contracting Authority may incur as a consequence. Under these circumstances, the Contracting Authority shall apply any penalty envisaged by the existing legislation. If, on the other hand, the above-listed verification activities are all performed in a satisfactory manner, the Company will effectively be awarded the tender and will be formally invited to sign the contract.

4 FINAL PROVISIONS

4.1 General information

- 4.1.1 All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with [High Council's Decision No.6/2015](#) amending Title V of the EUI's Financial Rules regarding Public Procurement, and with the [President's Decision No36/2016](#), both of which are available on the EUI's website: <http://www.eui.eu/About/Tenders/Index.aspx>.
- 4.1.2 Participation in this tender procedure implies full acceptance of the above-mentioned regulations.
- 4.1.3 The rules governing the future relationship between the Contracting Authority and the Company that is awarded the tender, including payment terms, processing of personal data, dispute settlement methods, both in the tender procedure and in the implementation and performance of the contract, are all contained in the Draft Contract.

4.2 Breaches, non-compliance and penalties

- 4.2.1 Except for cases in which the law specifies different penalties, the Contracting Authority shall uphold the terms and conditions of these Tender Specifications by applying the penalties envisaged in this Article.
- 4.2.2 The Contracting Authority shall submit its complaints according to the procedure described in Article I.10 of – Draft Contract.
- 4.2.3 The entity of the penalty shall be established in relation to the severity of the breach.
- 4.2.4 The Contracting Authority reserves the right to apply the penalties listed below. The following list of breaches shall not be considered an exhaustive list of possible instances of non-compliance.
 - **€ 10,000.00** (ten thousands) for loss, after being approved and published, of even a single file containing crawl results (i.e. loss/corruption of contents of

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crawl collections previously approved and published, in such a way that cannot be made again accessible).

- 4.2.5 Should more than one penalties be applied during one year, the Contracting Authority reserves the right to terminate the contract, enforcing and taking possession of the Contractor's performance bond. In such an event, the Institute is entitled to enter into an agreement with another Contractor, beginning with the other Tenderers in this procedure, following the classification assigned in the tender award itself; the Contracting Authority also reserves the right to undertake any form of legal action envisaged by the law.

4.3 Person responsible for the contract

- 4.3.1 The Contracting Authority appoints the Director of the Historical Archives of the European Union as Person responsible for this tender procedure and contract.
- 4.3.2 The Person responsible shall be in charge of all exchanges and communications with the Company that is awarded the contract, on all issues relating to the performance of the services in question, and shall be responsible for ensuring that contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

4.4 Reference person for the contract

- 4.4.1 In order to ensure that the contract is performed satisfactorily and to guarantee a correct contractual relationship with the Company that is awarded the contract, an Electronic Archives Specialist designated by HAEU shall serve as Reference person for this contract. Among other tasks, the Reference person shall:
- a. act as contact person for all operational exchanges with the Contractor;
 - b. follow up and act on requests for interventions in cases when it becomes necessary to introduce changes and/or new provisions, during the implementation of the contract;
 - c. oversee the correct performance of the service and verify the results;
 - d. where necessary, and on the basis of serious and proven motives, demand that a member of the Contractor's staff be removed from the premises and replaced, providing justification for the request;
 - e. propose to the Director of the HAEU the application of penalties and, if necessary, the termination of the contract;
 - f. manage and check all invoices issued by the Contractor.

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4.5 Final provisions and annexes

4.5.1 Submission of a tender implies acceptance of all the terms and conditions set out in the invitation to tender, in this tender specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.

4.5.2 These Tender specifications consist of:

- the Draft Service Contract provided by the Institute
- Annex I - This Tender Specification (4 chapters, 17 pages)
- Annex II - Declaration on honour on exclusion criteria and absence of conflict of interests
- Annex III - Economic offer form
- Annex IV - Technical offer form

Signature of Legal Representative

Company's stamp

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