



European
University
Institute

INFORMATION
AND
COMMUNICATION
TECHNOLOGY
SERVICE

**Open Call for Tenders for the provision of an Internet access service
by means of LAN and Wi-Fi networks at the guest quarters of the
European University Institute**

SPECIAL TENDER SPECIFICATIONS

Ref: ***CFT-EUI-ICTS-2018-002***

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N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid.

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CHAPTER I – GENERAL CONDITIONS

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. It was 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.

2. Definitions

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

“Company” shall mean the Company that is awarded the contract through the tender procedure, for the supply of the services that are the object of these STS.

“Competitor”, “Candidate” and “Tenderer” shall mean any company that submits an Offer through the tender procedure.

PAB: Ponte alla Badia – apartments.

3. Object of this Tender Procedure

The Institute is organizing this tendering procedure to conclude with the winning Company a contract for the provision of Internet access via LAN and Wi-Fi networks inside the apartments at Ponte alla Badia (PAB).

All the details relating to the types of installation and the ancillary services required are described in Chapter II.

The required services shall be provided at the existing and future structures of the Contracting Authority (the list of existing structures is shown in Article 7).

The Company shall supply the services that are the object of this procedure at its own risk and relying on its own independent organization, in full observance of the terms and conditions of these STS, including Annexes, the Invitation to Tender Letter, the Service Contract and the documentation submitted by the Company as part of its bid.

4. Information on the Contract

<p>Type of contract</p>	<p>The service contract that will be entered into at the conclusion of this tender procedure shall be based on the Draft Contract in Annex H, supplemented by these STS and all annexes, the Invitation to Tender Letter and the Offer submitted by the Company as its tender, including all the annexed documentation.</p> <p>Any comment and/or request for clarification as to the meaning and/or interpretation of the Draft Contract must be clearly formulated, explaining the motive for the query, and submitted before the deadline given in Article 19. Should the Institute not receive any query or request for clarification within the deadline, the content of the Draft Contract shall be implicitly considered fully accepted.</p> <p>The contract CANNOT be assigned to a third party.</p>
<p>Duration</p>	<p>60 (sixty) consecutive months, starting from the date the contract is signed, except for the terms laid out in the termination clauses (see Article II.14 in the Draft Contract in Annex H).</p>
<p>Submission of Tenders</p>	<p>Each participant may submit only one tender.</p> <p>Tenders may be submitted by Temporary Groupings of Companies (TGC) Temporary Joint Ventures (TJV), on condition that the companies wishing to found or having already founded the TGC/TJV, have expressly manifested to the Contracting Authority their desire to participate in the site inspection as members of the aforesaid TGC/TJV and not as a single Company.</p>
<p>Presumed amount of tender</p>	<p>The presumed amount of the tender is €30.000,00 (thirty thousand) per annum, excluding VAT, for a total amount of €150.000,00 (one hundred fifty thousand) for the 5 (five) years of overall duration of the contract.</p> <p>The amount was established on the basis of a preliminary market survey.</p> <p>This estimate is to be considered valid only for the purpose of establishing the presumed overall value of the tender. It shall not, therefore, be taken as a guarantee of the future contract's volume, nor shall it in any way be binding on the Institute.</p> <p>The amount of the tender includes all those services envisaged in these STS and in the documentation submitted by the Company in its bid, including any improvements the Company's Offer may have proposed, as well as any other direct or indirect cost that may be incurred in the satisfactory provision of said services.</p>

5. Legal Obligations to be Borne by the Company

The Company shall comply with all obligations towards its employees, as envisaged in the legal requirements and provisions relating to labour laws, including all measures pertaining to health and safety, as well as regulations on social security and accident prevention, fully accepting to bear all costs related to such obligations.

If so requested by the Contracting Authority, the Company shall be ready at any moment to provide clear proof of having fully complied with such obligations.

CHAPTER II – DESCRIPTION OF SERVICES REQUESTED

Part I – Specific Characteristics of the Services

6. Description of the Services

This tender's overall objective is to ensure the availability of Internet access to lessees of the guest quarters of the European University Institute.

To achieve this general objective, it is helpful to specify all the services required.

6.1. Object of the Contract

The object of the present contract is the management of networking services in the apartments at Ponte alla Badia. This shall include the replacement of all components of the infrastructure dedicated to providing the services currently installed and owned by the Institute. The Company shall therefore provide a system *ex-novo* with the following features:

- 1) A rental service for all the active devices and passive components as well as the HW or SW licences which make up the Wi-Fi and LAN networks, both for the part to be installed inside the apartments themselves, and the star-centre/distribution hub part.
- 2) Internet access service (line and apparatus) using Fibre-To-The-Home (FTTH) technology.
- 3) Proposing and implementing a plan for installation and migration from the old to the new infrastructure.
- 4) Applying and maintaining in operation the configurations needed to access the services and for the proper functioning of the network infrastructure which is the subject of this tender.
- 5) Installation service within individual apartments of the devices necessary to operate the system, plus the relevant wiring and power supply.
- 6) Technical Support Service for hardware. A technical support plan involving the removal and replacement of faulty equipment within the timeframes and in accordance with the procedures laid down in this contract for its entire duration.
- 7) Support Service for users (Contact Centre).
- 8) Service to remove new apparatus at the end of the Rental Agreement.
- 9) Service to dispose of existing apparatus (currently owned by the EUI) as described in **Article 6.10**.

The operating lease shall have an expected duration of 60 months and refers to an initial number of apartments equal to 60.

Subsequently, there may be the possibility to supply similar services at the Institute's other guest quarters.

6.2. Internet Access Service

Current configuration of the apartments

The current infrastructure of the PAB apartments consists of 60 apartments, 47 of the simplex type (on one floor) and 13 of the duplex type (on two floors). Each apartment is connected by means of a pair of

monomode optical fibres to a technical room that houses the apparatus of the main distribution point. The technical room is provided with a 42-unit data cabinet and the necessary shafts to reach the ingress point of the telecommunications providers at street level.

The apartments are divided into the following models:

- SIMPLEX APARTMENT (47 apartments)
 - o The simplex-type apartments are characterized by the fact that they develop along a single floor. This type of apartment was prepared by installing a switch/access point inside a Gewiss GW40611 enclosure to provide connectivity with 4 Ethernet ports plus Wi-Fi coverage.
- DUPLEX APARTMENT (13 apartments)
 - o The duplex-type apartments are characterized by the fact that they develop over two floors. This type of apartment was prepared by installing a switch/access point inside a Gewiss GW40611 enclosure to provide connectivity with 4 Ethernet ports plus Wi-Fi coverage, which is poor on the upper floor, however.

Currently, the PAB internet access is ensured by the Institute's connection, with all its inherent limits.

Future configuration of the apartments

The Company is required to replace the current PAB infrastructure, meaning the distribution apparatus and the switches/access points of the apartments, with new devices and architecture of its choice.

With a view to cost-cutting, the Company may use the existing fibre-optic infrastructure to maintain the star network with a new distribution apparatus that collects all the links from the apartments and that connects the entire infrastructure directly to the Internet, thereby bypassing the Institute's network. Wherever the company wishes to provide a new connection infrastructure to replace the existing one this is permissible providing that it:

- 1) only uses the existing conduits and arrangements or builds new ones only with prior written consent from the Contracting Authority;
- 2) does not damage or change in any way the other existing installations and features;
- 3) provides the Contracting Authority with the links installed free of charge or restores the existing ones at the end of the contract related to this invitation to tender.

The new distribution apparatus must therefore offer availability of ports and interfaces to receive the optical fibres arriving from the various apartments and to connect them to a new Internet router with an adequate passband and a system that guarantees a sturdy and reliable link.

In realizing any new infrastructure, the Company is required to adopt all the measures and technologies that ensure the greatest continuity of service possible (i.e. duplicated apparatus, backup links, etc.), which shall be assessed in **Article 6.8 Elements of Enhancement** and shall be assigned a score in evaluating the tender.

Each apartment must be able to enjoy the following services

- SIMPLEX APARTMENT (47 apartments)
 - o Complete Wi-Fi coverage
 - o Optional - 4 Ethernet ports
- DUPLEX APARTMENT (13 apartments)
 - o Complete Wi-Fi coverage on both floors
 - o Optional - 4 Ethernet ports

The installation of the access apparatus inside the apartment shall take place inside the Gewiss GW40611

enclosure which also receives the 4 Ethernet cables; where the firm intends to propose alternative solutions, it must submit a detailed description in response to question A1 of the Technical Proposal of this invitation to tender. Further changes to the infrastructure indicated in the Proposal must always be subject to the written approval of the Contracting Authority.

The proposal of any distribution infrastructure or apparatus whose use would have an aesthetic impact on the existing structure is not recommended in principle.

The user must be able to connect to the PAB Wi-Fi and LAN networks with a variety of devices such as Desktop PCs, laptops, smartphones, tablets, smart TVs, or game consoles: for this reason, it is desirable that the configuration to be carried out on the user's devices is as simple as possible.

In accordance with the legislation in force, authentication of PAB users with a username and password is not a requirement of this invitation to tender.

The Company must provide remote support to users to resolve any connection problems which may arise, as better defined in **Article 6.6 Maintenance and Support Service**.

In addition, the Company must guarantee and manage the data traffic control policies. Specifically, for each apartment, a minimum guaranteed bandwidth of 3Mbit/sec must be ensured, to allow tenants the use of HD video content.

From the point of view of the traffic, there should be no filters on the traffic originating from the apartments, i.e. there must be no filtering of TCP/UDP ports nor of navigable sites, unless they are adversely affecting the stability of the infrastructure and/or constitute a violation of the laws in force.

The Company also undertakes to protect users' privacy in compliance with the laws in force and the Institute's privacy regulations, which are available at the following link:

[President's Decision No. 40 of 27 August 2013 regarding Data Protection at the EUI - Data Protection Policy](#).

The Company undertakes not to carry out any activity to profile users, either from the point of view of their personal data or the data traffic generated by them. Finally, the Company undertakes not to use these data for commercial purposes nor to disclose the above information, give it free of charge, or sell it, to third parties.

To assess the suitability of the tenderer, the latter must submit a document entitled "**Internet Access Services - New Infrastructure**" with a description of the services being offered.

This plan may also be a chapter or one or more paragraphs in the technical-organizational report (see **How to Present the Tender** in **Chapter III**).

The tenderer is required to specify in the Technical Proposal, in particular in the Summary of the Technical Proposal (**Annex E**), the precise location of the aforementioned information, in order to allow a proper evaluation and allocation of the score (see **Table 1** of **Chapter III**). An incomplete drafting of the document summarizing the Technical Proposal (**Annex E**) may lead to exclusion from the procedure.

6.3. Compliance Requirements

The equipment supplied must be provided with certification marks recognized by all the countries of the European Union and must comply with the rules relating to electromagnetic compatibility.

The Company must ensure that their equipment complies with the CEI regulations or other recognized international standards and, in general, with the applicable regulatory and technical laws governing the components and usage of equipment to ensure users' safety.

The equipment must be powered directly by the mains voltage currently supplied in Italy and conform to the standards laid down by the Italian legal system.

All products offered must observe the precise compliance requirements stated below. By way of example and not of limitation, the equipment supplied must comply with:

- Legislative Decree no. 81 of 9 April 2008, regarding health and safety in the workplace, and subsequent amendments;
- Directive 2011/65/EC, also known as "Restriction of Hazardous Substances" (RoHS), acknowledged by the Italian law with Legislative Decree no. 27 of 2014;
- The safety (e.g. IMQ) and electromagnetic emission requirements (e.g. FCC) certified by recognized European bodies;
- The electromagnetic compatibility requirements laid down in Directive 2004/108/EC transposed by Italian legislation with Leg. Dec. 194/2007 and consequently be CE marked and certified;
- The requirements of ergonomics established in EEC Directive 90/270 transposed by Italian law with Law no. 142 of 19 February 1992.

In addition, the manufacturer of the hardware devices must be certified to ISO 9001:2008 (quality management system).

All certification must be produced (also as self-certification) attesting to the existence of the aforesaid requirements for the equipment supplied.

Compliance with the environmental requirements referred to above of the present Tender Specifications ensures compliance with the basic technical specifications and contractual provisions indicated in the "minimum environmental criteria for purchases relating to the following category: electronic (electrical and electronic office equipment and associated consumables, telecommunications apparatus)" for IT, adopted with the Italian Ministerial Decree of 13 December 2013 (Official Gazette no. 13 of 17 January 2014) and downloadable from the site: <http://www.minambiente.it/pagina/i-criteri-ambientali-minimi>.

6.4. Migration to the New Infrastructure

The Company will be asked to propose and implement a plan that details the steps to migrate from the old infrastructure to the new one. In this they should illustrate the timeframe and the steps for the release of the new infrastructure, i.e. delivery times for the internet line, expected dates of delivery and installation of hardware components, both for the distribution part and the one to be installed in the individual apartments (access needed), and any building work or additional electrical equipment to be agreed with the Institute's Real Estate and Facilities Service (REFS).

It will also be necessary to define with the EUI Reference Person for the Contract the dates on which the installations will be carried out inside the apartments in order to warn users and minimize the impact caused by the renewal.

Again in order to minimize the downtime due to the transition between the old management and the new, a period of coexistence for the two infrastructures is envisaged, at least at the level of the star-centre/distribution hub. Specifically, it will be necessary to foresee the coexistence of the two systems: even if for a limited period, a part of the apartments will be using the new infrastructure while the remaining ones will be served by the old system. Once the contract has been awarded, a DEFINITIVE timetable to perform the migration shall be agreed, countersigned by the Parties.

As part of the migration plan, it will also be necessary to highlight the steps to remove and dispose of the old equipment, both as regards the star-centre/distribution hub and the part currently installed inside the apartments. The collection and disposal of old equipment must be recorded in a list containing Brand, Model, Serial Number and any additional EUI inventory numbers. These activities shall be the responsibility of the Company, without any further onus on the Contracting Authority.

To assess the suitability of the tenderer, a document entitled "**Plan for Migration to the New**

"Infrastructure" is required, with a description of the services offered.

This plan may also be a chapter or one or more paragraphs in the technical-organizational report (see **How to Present the Tender** in **Chapter III**).

The tenderer is required to specify in the Technical Proposal, in particular in the Summary of the Technical Proposal (**Annex E**), the precise location of the aforementioned information, in order to allow a proper evaluation and allocation of the score (see **Table 1** of **Chapter III**). An incomplete drafting of the document summarizing the Technical Proposal (**Annex E**) may lead to exclusion from the procedure.

6.5. Apartment Trials

Sample tests shall be performed once the migration of all apartments is complete, with installation of the new access equipment in accordance with the timeframes and procedures defined in the Migration Plan. Tests shall be performed to verify compliance with the requirements in Article 6.2 *Configuration of the Apartments*. The tests to be carried out are described in **Annex G - Reference Guide for Installation and Trials**.

6.6. Maintenance and Support Service

The Company shall guarantee the full efficiency and functionality of all the products rented for the entire duration of the contract. By full efficiency and functionality is meant the performance the product offered at the time of the apartment trials (see **Article 6.5** in this chapter). To this end, the Company must provide a hardware maintenance service for the apparatus installed both in the apartments and in the star-centre enclosures, through on-site intervention aimed at ensuring the proper functioning of the systems and the restoration of these in the event of failures and malfunctions.

The Company should perform preventive checks on-site both in the apartments and in the star-centre rooms on a half-yearly basis, notifying the Contracting Authority in advance of the date of these checks in order to organize the visit without causing inconvenience to the occupants.

The technical staff that intervenes during both the preventive controls and the operations following a failure shall be qualified and equipped with all the necessary equipment to access and operate on the apparatus. Whenever the presence of several people proves necessary to carry out these operations, it shall be the task of the Company to provide them.

At the end of each maintenance intervention, a technical report shall be drawn up with details of the activities carried out, the time taken for the intervention, and the resolution of the fault, countersigned by an operator designated by the Company and a representative of the Contracting Authority.

The Company shall also be responsible for disposing of faulty material whether these are parts or entire pieces of apparatus, in compliance with all the regulations in force today and in the future with regard to the Disposal of Waste from Electrical and Electronic Equipment (WEEE) as described better in **Article 6.10 Service to Dispose of Existing Apparatus**.

Requests for maintenance or technical support can be made individually by the users of the apartments and/or by a representative of the Contracting Authority with a copy to the Housing Officer (EUI.Flats@eui.eu), or by the Housing Officer in person.

The eventual replacement and/or repair of defective components and the fixing of breakdowns shall be performed by the Company with original parts and/or components, intending by original parts and/or components those guaranteed as new by the manufacturer and with the same level of inspection as the part or component to be replaced, or if unavailable, with a superior quality component. Replacement parts and/or components must be certified by the apparatus manufacturer.

The maintenance service must offer the skill and means for the resolution, within the predefined response times, of malfunctions that may occur in any of the components used: switches, routers, serial cables, cables for optic fibre or in copper, or of any type, in electrical components, electronic equipment, and in the operating systems of all the network equipment (LAN/WAN, wired or wireless) that make up the internet access infrastructure in the apartments forming the subject of this Technical Specification.

In addition, the Company shall equip itself with suitable instruments for the remote monitoring of all the apparatus in operation in order to react proactively to malfunctions and/or degradation in the performance of the access infrastructure. Access to this monitoring platform shall be shared with the EUI Reference Person for the Contract and other representatives of the Contracting Authority so that they can see any faults.

The Company must therefore make available to the Contracting Authority a Help Desk service for the reception and handling of calls relating to requests for information and technical assistance, and for equipment malfunction: this service must be active from 8am to 7pm from Monday to Friday.

The Help Desk must be able to communicate effectively in both Italian and English, both written and spoken, in order to make it the single point of access to support services for users and the Contracting Authority. To this end, the Company shall provide an urban telephone number (at the cost of one unit for the telephone district of Florence) and an e-mail address to receive support requests, whether they are related to requests for information, procedures to connect to the network, or to advise of malfunctions.

Consequently, the Help Desk service must include:

- a) support to users for their first access,
- b) ensuring timely and effective communication with the tenants of the guest quarters,
- c) ensuring timely and effective communication with the Contracting Authority,
- d) arrangements to receive and record requests for an intervention,
- e) allocating the resolution of hardware problems to the support service,
- f) checking on the resolution processes activated, tracking their status, and verifying the results, communicating these to the users and the Contracting Authority,
- g) providing remote support to users for network connection problems.

Any request received shall be tasked to the Company's Help Desk and kept under control by assigning an identifier (ticket number) and tracking the status until the problem has been completely resolved.

To unambiguously determine the parameters to detect the relative levels of service (Service Level Agreement - SLA) below are the specifications and maximum response time that should be guaranteed:

Response time: the time elapsing between the signalling of a malfunction by the Contracting Authority or the tenants, and the Company's communication with a broad diagnosis and a forecast for the restoration of the service. **WITHIN 8 working hours.**

Recovery time: the time elapsing between the communication by the Company of the broad diagnosis and a forecast for the restoration of the service and the actual restoration. **WITHIN 8 working hours (Next Business Day).**

The Company shall make available for every contact with the Help Desk regarding a request for help and maintenance, the necessary data to identify the event and to verify the level of service provided with respect to the event itself. The number of contacts is estimated at around 200 per year, based on statistics collected by the Institute's Help Desk for the year 2016. This estimate is provided with the aim of helping the tenderer to submit its technical and economic offers: it provides no guarantee of the volume of future contacts since this has been calculated based on variables whose future development is not foreseeable, nor does it represent any obligation for the Institute.

The Company shall therefore provide detailed reports containing the following indicators of the service

levels achieved.

For the Help Service:

- Waiting time for the Help Desk on the phone;
- Response time to requests via e-mail for assistance to users;
- Response time to requests for technical support/maintenance.

For the Maintenance Service:

- Resolution time for disruptions, failures, and malfunctions.

The Company should send a report via e-mail to the Contracting Authority detailing the indicators of service levels every quarter from the signing of the contract.

Within 5 working days from the request of the Contracting Authority, the Company shall make available and accessible to the Contracting Authority the database that these service level indicators were calculated on.

Messages sent via email to the user on the occasion of support requests and new activations, except for the disclosure of any user credentials, should always include the Housing Officer (EUI.Flats@EUI.eu) in hidden copy, in such a way that the staff of the Contracting Authority can be kept up to date on the status of individual requests.

To assess the suitability of the tenderer a document entitled "**Plan to Implement Maintenance and Support Services**" is requested, with a detailed description of the services offered. This plan may also be a chapter or one or more paragraphs in the technical-organizational report (see **How to Present the Tender** in **Chapter III**).

The tenderer is required to specify in the Technical Proposal, in particular in the Summary of the Technical Proposal (**Annex E**), the precise location of the aforementioned information, in order to allow a proper evaluation and allocation of the score (see **Table 1** of **Chapter III**). An incomplete drafting of the document summarizing the Technical Proposal (**Annex E**) may lead to exclusion from the procedure.

6.7. Interruption of Service

Depending on the nature of the interruption, the Company must behave as follows **as a minimum**:

a. Temporary interruption of service as a result of Company staff strikes

Continuity of the service must be guaranteed even in the event of a strike by the Company's staff.

If necessary, extraordinary organizational solutions may be agreed between the Company and the Contracting Authority. In this circumstance, the Company may not advance any claim, whether of an economic, organizational, or contractual nature.

b. Temporary interruption of service due to breakdowns

In the event of breakdowns in installations, equipment, and structures serious enough to interrupt the service, it shall be permitted to temporarily stop the standard activities and agree alternative organizational solutions with the Contracting Authority.

c. Total interruption of the service for reasons of force majeure

Total interruptions of service for reasons of force majeure shall not give rise to any liability for either party. For a detailed definition of what is meant by force majeure, please refer to **Article II.11 of Annex H - Draft Contract**.

6.8. Elements of Enhancement

Tenderers are required to submit, in the report which is part of the Technical Proposal, proposals to improve the service provided to users with particular reference to all the technical measures aimed at ensuring continuity of these services as far as possible.

An element of evaluation to assign the score shall therefore be the presentation of a detailed plan of the Elements of Enhancement based on analysis and planning of responses to incidents (*Incident Response Plan*) and continuity of services (*Business Continuity Plan*) capable of avoiding and/or responding promptly to any interruption of the services provided.

Given the nature of the services provided, the following points are analysed:

- Access infrastructure for the Internet LAN and Wi-Fi: duplication of the local infrastructure apparatus or use of the Cloud,
- Internet access services: availability of speed and guaranteed bandwidth higher than required,
- Internet access services: access duplicated to ensure the availability of the service, in the event of a fault, even if degraded,
- Maintenance and Support Service: availability of better SLAs.

Another Element of Enhancement for the offer is access to TV content in any possible form (IP TV, Digital Terrestrial, Satellite TV). The tenderer is requested to detail the proposed technology and content to be made available to the tenants of the guest quarters.

Furthermore, in order to maximise the satisfaction of the tenants of the guest quarters, the ability to deactivate the wireless signal during certain hours of the day or night will be given consideration. It is up to the tenderer to choose the appropriate means to achieve such functionality, even by simply turning off the access point itself.

The tenderer is required to specify in the Technical Proposal, in particular in the Summary of the Technical Proposal (**Annex E**), the precise location of the aforementioned information, in order to allow a proper evaluation and allocation of the score (see **Table 1 of Chapter III**).

An incomplete drafting of the document summarizing the Technical Proposal (**Annex E**) may lead to exclusion from the procedure.

6.9. Removal of the Apparatus at Contract End

All the equipment delivered within the scope of the present rental contract (the initial ones plus any others that may be requested later) should be removed when the Rental Agreement expires.

The activity to remove the equipment shall be planned by common agreement between the Service Supervisor (Article 6.11) and the EUI Reference Person for the Contract (Article 23). This work shall be carried out within 30 days following expiry of the rental period, unless other arrangements have been made due to the takeover procedure of a new supplier.

The removal is the responsibility of the Company under the supervision of the Contracting Authority: it shall include the definitive cancellation of information of any kind relating to users contained within the

equipment, through the most suitable procedure available at the time of the removal.

To assess the suitability of the tenderer, a document entitled "**Plan for the Removal of Apparatus at Contract End**" is required, with a description of the services offered.

This plan may also be a chapter or one or more paragraphs in the technical-organizational report (see **How to Present the Tender in Chapter III**).

The tenderer is required to specify in the Technical Proposal, in particular in the Summary of the Technical Proposal (**Annex E**), the precise location of the aforementioned information, in order to allow a proper evaluation and allocation of the score (see **Table 1 of Chapter III**). An incomplete drafting of the document summarizing the Technical Proposal (**Annex E**) may lead to exclusion from the procedure.

6.10. Service to Dispose of Existing Apparatus

The Company must provide a service to dispose of existing apparatus, or remove used equipment owned by the EUI, for the purposes of the collection and treatment of WEEE (Waste Electrical and Electronic Equipment).

For each piece of apparatus to be replaced the disposal of existing hardware **may** be required.

For network appliances to be disposed of, the Company shall be asked to draw up a list containing Brand, Model, Serial Number and any additional EUI inventory numbers. It shall be the responsibility of the Contract Supervisor to submit the complete list of the material disposed of to the EUI Reference Person for the Contract.

With particular reference to the contents of Legislative Decree No. 152/2006, and without prejudice to the respect of all the provisions concerning the activities of the removal of used equipment – WEEE – for its collection and treatment contained therein, the Company undertakes to:

- 1) deliver to the administration of the EUI the form referred to in Art. 188, paragraph 3(B), of Legislative Decree No. 152/06 in the manner and terms laid down therein;
- 2) take the WEEE only to installations for disposal and recovery authorized pursuant to Articles 208 et seq. of Leg. Dec. 152/06 and successive amendments;
- 3) observe the provisions of Articles 217 et seq. of Leg. Dec. 152/06 as regards the management of packaging;
- 4) in addition, with reference to the activities of collecting, treating, recycling, and disposal of waste batteries and accumulators, the tenderer shall also undertake to comply with the provisions referred to in Legislative Decree No. 188/08.

The Company shall also exclusively bear every fee or expenditure relating to the removal and withdrawal of the used equipment.

The performance of the service must be designed solely to remove WEEE for their collection and treatment in accordance and in compliance with the provisions of Legislative Decree no. 49 of 14 March 2014 and subsequent ones.

The removal of the old apparatus shall take place after the delivery of the new equipment for a total number of units that is the same as those delivered. The plan for the removal shall therefore follow the delivery plan and shall be defined in detail after the awarding of the contract. A DEFINITIVE timetable shall be agreed, countersigned by the Parties.

To assess the suitability of the tenderer, a document entitled '**Plan for the disposal of existing apparatus**' is requested, with a detailed description of the services offered.

This plan may also be a chapter or one or more paragraphs in the technical-organizational report (see **How**

to Present the Tender in Chapter III).

The tenderer is required to specify in the Technical Proposal, in particular in the Summary of the Technical Proposal (**Annex E**), the precise location of the aforementioned information, in order to allow a proper evaluation and allocation of the score (see **Table 1** of **Chapter III**). An incomplete drafting of the document summarizing the Technical Proposal (**Annex E**) may lead to exclusion from the procedure.

6.11. Service Supervisor

The Company must appoint a Supervisor who shall be tasked with constantly managing the requested service, and whose name and relevant contact details (mobile phone number and email address) must be communicated to the Institute **in writing** upon signing the contract.

It is essential that the practitioner chosen is an employee of the Company, has a professional qualification suitable to perform this function, previous experience in similar roles, and a good knowledge of English.

The official nomination of this Supervisor is a precondition for the signing of the contract.

The Supervisor must check and ensure that the service is carried out in accordance with this invitation to tender, including attachments, and with the contents of the tenderer's bid. He or she shall ensure that the staff involved in the supply respect the functions and duties established.

The Service Supervisor shall be a single contact person for the whole of the contract and must ensure constant communication with the Institute's Offices to check that the service is being properly performed.

Communications and any complaints of infringement made by the EUI to the Service Supervisor designated by the Company shall be understood as made directly to the firm.

In the event of absence or unavailability of the Supervisor (e.g. vacation, sickness, etc.), the Company shall see to his or her replacement with a person considered suitable by the Institute, communicating his or her full name, mobile number, email address and replacement period.

The Service Supervisor is required to communicate information relating to the activities carried out, any problems encountered, and the possible resolutions only and exclusively to the Responsible Officer and to the Reference Person for the Contract of the Institute (**Articles 22 and 23** of the Technical Specifications) or face specific sanctions and/or disciplinary measures at the discretion of the Institute.

The tasks of the Service Supervisor shall include, merely by way of example but not limited to:

- being the point of contact for the Contracting Authority during the operations of installation, configuration, and removal of the apparatus, both for the distribution hub and the access points inside the apartments;
- agreeing with the Contracting Authority the timeframe and procedures for replacing the apparatus currently installed with new versions;
- ensuring respect for the contents of **Article 6.4 "Migration to the New Infrastructure"** and possible additions/improvements detailed in "**Plan for Migration to the New Infrastructure**" offered by the tenderer;
- ensuring respect for the contents of **Article 6.10 "Service to Dispose of Existing Apparatus"** and possible additions/improvements detailed in the "**Plan for the Disposal of Existing Apparatus**" offered by the tenderer;
- taking care of relations with the Contracting Authority;
- ensuring respect for the contents of **Article 6.6 "Maintenance and Support Service"** and any additions/improvements detailed in "**Plan to Implement Maintenance and Support Services**"

offered by the tenderer;

- being the point of contact for the Contracting Authority during operations of replacement and/or repair of faulty or malfunctioning equipment;
- ensuring respect for the contents of **Article 6.9 "Removal of Apparatus at Contract End"** and any additions/improvements detailed in the **"Plan to Remove the Apparatus at Contract End"** offered by the tenderer;
- managing complaints from the Contracting Authority for inefficiencies.

Part II - General Information

7. Sites for the Carrying out of the Service

The campus of the EUI is divided into a dozen buildings on slopes at the boundary between the Municipalities of Florence and Fiesole. The sites for the carrying out of the service which is the subject of the present procedure are located in Florence in Via Faentina, and also in Fiesole as follows:

- **Ponte alla Badia Apartments**, Via Faentina 386 - 50133 Florence (FI)
- **Pian di Mugnone Apartments**, Via Faentina 94b - 50014 Fiesole (FI)

The service shall be for the guest quarters of the Institute, the Ponte alla Badia Apartments, Via Faentina 386 - 50133 Florence. A possible extension to the guest quarters of the Pian di Mugnone Apartments will be evaluated during the validity period of the contract based on its economic impact.

8. Costs and Obligations to be borne by the Company

The Company shall assume full responsibility for the provision of the service which is the subject of the present procedure. For a more detailed definition, reference should be made to the contents of the Draft Contract Articles I.10, II.1 (**Annex H**).

9. Patents and Copyright

The EUI shall not assume any responsibility in the case where the Company uses, in the execution of the contract, devices and/or technical solutions for which others have obtained the patent.

The Company shall assume the obligation to indemnify the Institute from all claims and responsibilities, including any losses and damage alleged by any person, as well as all the expenses as a result of any claim of infringement of copyright.

Each Party undertakes to give immediate notice to the other of any claim, action, or dispute from third parties as per the preceding paragraph, of which it becomes aware.

The Company must comply with the provisions of the Directive no. 2009/24/EC and subsequent ones concerning the legal protection of software.

10. Breaches, Non-compliance and Penalties

Except for cases in which the law specifies different penalties, the EUI reserves the right to uphold the terms and conditions of these STS by applying, in addition to the extraordinary expenses incurred for ensuring the regularity and functionality of its activity, the penalties envisaged in this Article.

Application of the penalty is governed by **Article I.10** of the Draft Contract (**Annex H**).

1. In the event of a second negative outcome in the "**Apartment Trials**" (see **Article 6.5**), the

- Company shall be subject to payment of a penalty equal to **€2,500**;
2. In the event of a delayed or irregular start of delivery, with respect to the times agreed in the *DEFINITIVE timetable to perform the migration* signed by the Parties (see **Article 6.6**), the Company shall be subject to payment of a penalty equal to **€500** for each day of delay;
 3. In the event of delayed or irregular start-up for the disposal of existing apparatus with respect to the times agreed in the *DEFINITIVE timetable* countersigned by the Parties (see **Article 6.10**), the Company shall be subject to payment of a penalty equal to **€500** for each day of delay;
 4. In the event of a delayed "Response Time" (more than the **8 working hours** laid down in **Article 6.6**), the Company shall be subject to payment of a penalty equal to **€25** for each working hour of delay;
 5. In the event of a delayed "Recovery Time" (greater than the **Next Business Day** laid down in **Article 6.6**), the Company shall be subject to payment of a penalty equal to **€200** for each day of delay;
 6. In the event of a failure or delay in communication by the Service Supervisor to the EUI Reference Person for the Contract of information concerning activities and problems encountered during the performance of the contract, the Company shall be subject to payment of a penalty equal to **€100** for each anomaly detected;
 7. In the event of failure to replace the Service Supervisor, due to leave, sickness, etc. (see **Article 6.11**), the Company shall be subject to payment of a penalty equal to **€200** for each day of absence.

Any causes of force majeure which delay the carrying out of activities regulated by this Technical Specification must be notified by the Company via registered letter with proof of receipt to the Information and Communication Technology Service of the European University Institute, Via dei Roccettini 9, San Domenico di Fiesole (FI), 50014 Italy, and in advance via email to the EUI Reference Person for the Contract, and also proven, under penalty of forfeiture of any right to invoke them.

CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS

11. Procedures for Submitting an Offer

In order to be able to draw up an accurate technical offer to be submitted, all Tenderers must inspect the EUI's premises and network infrastructure elements that are relevant to the object of this tender procedure. Tenderers shall submit their request to visit the premises by sending **Annex D** by email to ICTS.Tender2-18@EUI.eu no later than **12 noon** on the day shown in **Table 3 (Article 19)** under the heading “**deadline for submission of Site Inspection requests**”.

The Offers and all attached documentation, including annexes, shall be submitted in Italian or in English. Both the Technical Offer and the Economic Offer shall be signed by the company's Legal Representative and must be perfectly legible, so as to avoid the risk of ambiguities and misunderstandings.

Offers shall be sent to the following address:

EUROPEAN UNIVERSITY INSTITUTE
PROTOCOL OFFICE
Via dei Roccettini, n. 9
50014 San Domenico di Fiesole (FI) - ITALY

The entire documentation for the bid shall be sent in a perfectly sealed package, on pain of exclusion from the tender procedure. The package must be sent exclusively via express courier or delivered by hand to the EUI's Ufficio del Protocollo, the incoming mail registration service (opening hours: Monday-Friday 8.30 am – 1 pm and 2 pm – 5 pm), in either case with **delivery** to the Institute no later than **12 noon** on **18.06.2018** (absolute deadline). Any other means of delivery and/or shipment shall warrant exclusion from the tender procedure.

All Tenderers are required to notify the EUI that they have submitted a bid, by writing to the email address ICTS.Tender2-18@EUI.eu. The Institute shall acknowledge receipt of this message.

Once the Offer has been received by the Contracting Authority, all the documents become the property of the Institute and shall be treated with the utmost confidentiality.

On pain of exclusion from the tender procedure, every Offer submitted must comply with the following instructions.

Offers must be submitted according to the method of the double envelope.

The outer envelope must be sealed with adhesive tape and signed across the tape. It must contain the following information:

- The code referring to this tender procedure: **CFT/EUI/ICTS/2018/002**;
- The title: **Open Call for Tenders for the provision of an Internet access service by means of LAN and Wi-Fi networks at the guest quarters of the European University Institute**;
- The name of the Tenderer;
- The name and address of the Institute (see above).

The inner envelope shall bear the indication of the Service in charge of the tender as given in these STS, and the wording “Bando di gara — Non deve essere aperto dal servizio postale interno” (or, in English, “Tender Procedure – Not to be opened by the internal mail service”). If the Tenderer is using self-sealing envelopes,

they must be sealed with adhesive tape and the sender must sign across that tape.

The content of the package must be subdivided into four envelopes, according to the following instructions, on pain of exclusion from the tender procedure.

Envelope no. 1: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words “**Envelope no. 1 – ADMINISTRATIVE DOCUMENTS**”; this envelope shall contain **1 (one)** original and **1 (one)** paper copy (clearly distinguishable from the original, and **neither stapled nor bound** to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited), of the following documents:

1. **Checklist**, filled in and signed (**Annex A**).
2. **Request to participate in the tender procedure**, dated and signed by the company's Legal Representative, or by a person entitled to sign on behalf of the company; this request may only be submitted using **Annex B**.
3. **Declaration on Honour** concerning the Company's legal status, signed by the company's Legal Representative, using **Annex C**.

In the case of a TGC the Declaration shall be signed by the Legal Representative of each of the Companies that have formed the Temporary Grouping for the purpose of submitting a bid for this tender.

A photocopy of a valid identity document of the signatory shall be attached to the Declaration.

4. Copies of the **Invitation to Tender Letter**, of the **Special Tender Specifications** and of the **Draft Contract**, without any additions, amendments or changes, initialled on each page and bearing the Tenderer's stamp and full signature of the Owner or Legal Representative on the last page.
5. In the case of an already established TGC: a special collective mandate with powers of representation, conferred upon the lead company by the participating companies in a certified private deed, which shall also be included, either in original or in an authenticated copy. Also included shall be a proxy, conferred upon the person that legally represents the lead company, as well as a statement by the lead company defining which portions of the service will be performed by the individual companies, including the lead company.

In the case of a TGC not yet formally established: the undertaking, should the tender be awarded to this TGC, to confer a special collective mandate with powers of representation upon one of the companies (explicitly indicating which one), subsequently designated the mandate holder or the lead company, which will sign the contract in the name of and on behalf of itself and the others, as well as a statement as to which portions of the service will be performed by the individual companies, including the lead company (or designated as such).

No company shall participate in the tender procedure both as an individual company and as a member of a TGC, on pain of exclusion from the tender not just of the individual company, but of the entire TGC as well.

Companies that are in a controlling relationship (either as a parent company or as a subsidiary) with other companies participating in the tender procedure, may not participate in the tender procedure either as individual companies or as members of a TGC, on pain of exclusion not only of the individual company, but also of the entire TGC that they are a part of.

6. **A provisional bid bond** for 2% of the presumed amount of the tender, or **€3000 (three thousand)**.

The bid bond shall be:

- a bank guarantee or insurance policy or a policy issued by financial brokers included in the registers of authorized brokers. The bid bond provides a guarantee against the risk that the contract may not be signed.

The bid bond shall be operational within **fifteen (15) days**, upon a simple written request by the

Contracting Authority, and must have a validity of **one-hundred-and-eighty (180) days** from the deadline for submission of bids. The bid bond shall further contain the clause that it will only cease to be valid once the Contracting Authority has issued a specific release statement, even after the expiry date as described above. The bid bond must also envisage the waiver of the right to enforce prior payment from the main debtor.

No form of bid bond other than the above-mentioned will be accepted. Any tenderer submitting a guarantee issued by financial brokers that the Bank of Italy has forbidden from undertaking new transactions shall be excluded from the tender procedure.

7. **Declaration that the Tenderer has participated in the Site Inspection.** Such a declaration will be issued by the Person in charge of the tender procedure at the end of the site inspection. Tenderers who have not participated in the site inspection will be automatically excluded from the tender procedure.
8. For tenderers with office registered in Italy: **self-certification that the Tenderer is in compliance with anti-Mafia provisions**; for international Tenderers: **self-certification of equivalent international certificates.**

All digital documents shall be in Portable Document Format (.PDF), of type Searchable PDF/PDF-A.

Envelope no. 2: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words “**Envelope no. 2 – Technical Offer**”; this envelope shall contain **1 (one)** original and **1 (one)** paper copy (clearly distinguishable from the original, and **neither stapled nor bound** to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited), of the detailed description of the services offered.

In evaluating the Technical Offer, special consideration will be given to the level of detail, to the clarity and accuracy of the description provided in the technical report, and the method used in describing the organization of the services requested in these STS.

The Technical Offer’s organizational structure shall be as follows:

Detailed technical-organizational report describing the management and implementation of the service requested. The report shall not be longer than 50 pages, A4 format, clearly describing every element useful to evaluate the project. The report must be such as to make it easy to identify and evaluate the technical-organizational, operational, qualitative, methodological characteristics, as well as the additional features and/or improvements proposed over and above the specifications in the STS.

Complete and include the overall summing up document in **Annex E**.

The Technical Offer shall be signed by the company’s Legal Representative.

Each and every element of the Technical Offer submitted shall be deemed an integral part of the contract, and the successful Company shall be obliged to comply with it.

The Tenderer shall declare which information in the documentation is an industrial and/or commercial secret and must therefore be considered strictly confidential.

All digital documents shall be in Portable Document Format (.PDF), of type Searchable PDF/PDF-A.

Envelope no. 3: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words “**Envelope no. 3 – Economic Offer**”; this envelope shall contain **1 (one)** original and **1 (one)** paper copy (clearly distinguishable from the original, and **neither stapled nor bound** to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited), of the Economic Offer drawn up using the form in **Annex F** and signed by the company’s Legal Representative.

The Economic Offer shall consist in a proposed price for the item described in Annex F – Economic Offer

Form. All prices shall be net prices, excluding VAT.

Each Economic Offer submitted shall be assessed in a comparative evaluation with all other Offers received. Scores shall be assigned according to the detailed scoring criteria described in **Article 18**.

Envelope no. 4: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words “**Envelope no. 4 – Further Documentation**”; this envelope shall contain any other document, providing additional information in support of the Offer, that was not explicitly mentioned as being part of the content of the other envelopes (e.g., brochures, illustrated prospectuses, etc.).

12. Further Information concerning the Submission of Offers

All the documentation explaining the procedure for participating in this tender can be accessed by anyone interested at: www.eui.eu/About/Tenders.aspx.

Any queries or requests for clarifications, submitted by the tenderers in order to ensure they have a clear understanding of the content of the documents, must be addressed by email to ICTS.Tender2-18@EUI.eu and sent no later than **12 noon on 11.06.2018**. Any query or request for clarification received within this deadline will be answered: queries and replies will be posted, without identifying the sender, on the EUI Tenders webpage (see above).

Envelopes containing offers are sent at sender's risk, and the EUI takes no responsibility for any package that does not reach its destination within the deadline.

No remuneration or reimbursement shall be due to tenderers for having drawn up their bid, for having elaborated projects or for having supplied any other documentation as part of their bids.

None of the documentation submitted for the tender procedure will be returned, not even that pertaining to bids that were not awarded the contract.

The name of the Tenderer who is awarded the contract shall be published on the Institute's website. After that, all the companies participating in the tender procedure will be notified of the results.

The Institute reserves the unappealable right to cancel the tender procedure, or to extend its deadline, and none of the companies participating in the procedure can exercise any right over these decisions.

Neither the award of the tender, nor the invitation to participate in the procedure, imply an obligation upon the Institute to sign the contract.

Tenderers are reminded that false statements will lead to criminal charges. The Institute will check the truthfulness of information contained in the statements and declarations submitted; should any such statement be found to be untrue, the tenderer shall lose any benefit he may have gained and the Institute shall enforce and take possession of the bid bond put up by the tenderer, as well as submit a formal report to the authorities denouncing the criminal offence.

In compliance with the Institute's internal regulations on Data Protection, which can be consulted at www.eui.eu/AboutTheWebsite/DataProtection.aspx, all personal data and information provided by tenderers and candidates shall be used exclusively for the purposes of this tender procedure.

13. Compulsory Site Inspection

All companies interested in submitting a bid for this tender procedure shall take part in the visit to survey the premises and facilities where the services that are the object of this tender shall be implemented. The

Site Inspection is compulsory, on pain of exclusion. The Site Inspection will allow tenderers to gain a more accurate understanding of the premises, so they can draw up a project that is as close as possible to the actual needs.

At the time of the site inspection, tenderers will be given the floor plans of the apartments so that they can have complete knowledge of the locales where the network services that are the object of this tender will be utilized.

A maximum of three participants per company are allowed: the Owner or the Legal Representative of each Tenderer is invited to attend the Site Inspection; Tenderers may appoint a delegate instead, and in that case the delegate shall carry a valid ID, the proxy form signed by the company's Legal Representative, as well as a photocopy of the latter's valid ID.

In full observance of the principles of equal treatment and uniform information, the Site Inspection shall take place on **18.05.2018**, meeting arranged for **10.00 am** at the **Ponte alla Badia Apartments**, 386 Via Faentina - 50133 Florence. All Tenderers shall submit to the EUI's ICT Service their **Request for the Site Inspection**, using the form in **Annex D** of these STS, including a copy of the proxy form, if they plan to issue one. Said request must be sent by email to ICTS.Tender2-18@EUI.eu, no later than **12 noon** on **14.05.2018**, on pain of exclusion from the tender procedure. The original of the request shall be handed over to the Institute's accompanying person on the day of the Site Inspection.

At the end of the Site Inspection the Contracting Authority's reference person shall issue to Tenderers a certification (Site Inspection Attendance) that they have taken part in the site inspection, which must then be included in the Administrative Documentation to be submitted in the tender procedure, on pain of exclusion from the tender.

Since the Company that is awarded the contract shall thus have had the opportunity to become familiar with the premises and facilities involved, it thereby undertakes to implement services that fully meet the quality, operational and functional requirements as described in these STS, with the sole exception of any improvements that it may include in its bid.

14. Opening of Offers

The opening of the Offers shall ascertain that:

- offers were submitted within the established deadline;
- offers submitted were presented in the form requested, using the "method of the double sealed envelope" (as specified in **Article 11**).

The Institute will not hold public sessions for the opening of the Offers.

15. Grounds for Exclusion

Tenderers shall not be in any of the following situations, which are grounds for exclusion:

- a) in a state of bankruptcy, of being wound up, in receivership, having entered into an arrangement with creditors, having suspended business activities, or in any other similar situation due to a procedure of this nature envisaged by national laws or regulations, nor shall they be the object of a complaint that might give rise to similar procedures;
- b) to have been found guilty, in a final judgment, for an offence related to professional ethics, by the competent judicial authority or in the ruling of an administrative body or international

- organization;
- c) to not be fully in compliance with the obligations relating to the payment of social security and insurance contributions, or to the payment of duties and taxes in observance of the legislation of the country where the tenderer is legally registered or in Italy, where the services for the Institute would be implemented. An infringement of this nature must be proved by a ruling or an administrative decision, confirmed in a final judgment, in compliance with the legislation of the country where the tenderer is registered for tax purposes, or in Italy, being the country of establishment of the Institute;
 - d) to have been found guilty, in a final judgment, of fraud, corruption, participation in the activities of a criminal organization, money laundering, crimes related to terrorism, child labour or other forms of human trafficking or any other illicit activity detrimental to the financial interests of the Institute;
 - e) to have been found in serious breach of a contract financed by the Institute, or to have been found guilty, in a final judgment, of offences or serious irregularities, as ruled by the competent judicial authority or by an administrative decision;
 - f) to have been the subject of an administrative penalty for having committed an offence related to professional ethics, for having made substantial errors or committed irregularities or fraud, or have been declared to be in serious breach of their obligations under contracts covered by the Institute's budget (**Article 41** of [President's Decision no. 36/2016](#)).

With the exception of cases falling under item d) above, the Institute may decide not to exclude the tenderer in the event that the latter can provide evidence of having already implemented new procedures to demonstrate its reliability.

The Institute may also waive the compulsory exclusion in cases falling under item c), in instances where an exclusion would be clearly disproportionate, i.e. where the amount of social security or insurance or taxes or duties due was negligible, or in cases when the tenderer was informed of the amount due, as a consequence of its non-compliance, with such short notice that it was not able to pay and demonstrate its reliability before the deadline for the submission of the documentation for participation in this tender procedure.

Furthermore, tenderers in the following situations at the time of this procedure shall also be excluded:

- g) in a situation of conflict of interest in relation to the contract. Such situations occur when the impartial and objective implementation of the Contract is jeopardized for reasons related to financial interests, to political or national affinities, to family ties or sentimental ties, or for any other shared interest in the present and in the previous 5 years;
- h) of not having immediately notified the Institute of any situation which may suggest a conflict of interest, or which may give rise to such a conflict;
- i) of having granted to third parties, or having obtained, sought, tried to obtain or accepted from third parties, whoever that may be, benefits in money or in kind, if such an advantage is an illicit practice or may be construed as corruption, direct or indirect, connected to the implementation of the Contract;
- j) of having tried to exercise undue influence on the Institute's decision-making process or to obtain confidential information that would have placed it at an advantage in this tender procedure;
- k) of having tried to enter into an agreement, or actually done so, with other tenderers in order to distort the tender procedure;
- l) of having tried deliberately to provide misleading information that may have substantially influenced decisions relating to exclusion, selection and awarding of the tender;
- m) of having deliberately provided misleading information that may have substantially influenced decisions relating to exclusion, selection and awarding of the tender;

- n) of having provided the Institute with inaccurate and/or incomplete and/or false information in the context of this tender procedure.

Tenderers shall prove that they are not in any of the above situations.

Documents proving eligibility in relation to the grounds for exclusion listed above:

The Contracting Authority will accept, as satisfactory proof that the tenderer is not in any of the situations described above, a formal signed Declaration on Honour, as shown in the form in **Annex C**.

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

16. Selection Criteria

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**.

General Requirements

The following documents shall be submitted with the Technical Offer:

- a) Enrolment in the CCIAA (Chamber of Commerce, Industry, Arts and Crafts, Agriculture), or in an equivalent registry in the country where the company is established, showing that it practices business activities in the field that is the object of this tender procedure, or at least a field that is compatible with it.
- b) For tenderers with office registered in Italy: self-certification that the Tenderer is in compliance with anti-Mafia provisions (the Institute reserves the right to request the competent Prefecture to issue the related anti-Mafia certificate); for international Tenderers: self-certification of equivalent international certificates.
- c) Declaration that the Tenderer has taken note of all general, particular and local circumstances, barring none, and of any other element which may directly or indirectly influence the implementation of the service or the drawing up of the Offer; and therefore that the Offer submitted is profitable, and that the company undertakes to hold said Offer valid and binding for **one-hundred-and-eighty (180) days**, starting from the deadline for submission of the bid.
- d) Declaration of being in compliance with the provisions aimed at legalizing the position of undeclared employees (Individual Legalization Plans - Piani Individuali di Emersione).
- e) Declaration of being in compliance with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and that it applies the employment conditions envisaged in the sector's national collective labour agreement.
- f) Declaration of being in compliance with the labour regulations governing the right to work of persons with disabilities.
- g) Any and all useful documentation to prove that the company is fully up to date with all due social security and insurance contributions (e.g., through a DURC certificate), according to existing legislation.

Technical, Economic and Financial Capacity Requirements

- h) Two (2) bank references issued by 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 STS, proving that the company has always met its obligations punctually and regularly, and that the Company possesses the economic and financial capacity to perform the services that are the object

of this tender.

- i) Certificates for the following insurance policies, valid for the entire duration of the contract, and complying with the ceilings as follows:
 - i. Civil Liability insurance: with a ceiling of at least **€5 million**
 - ii. Civil Liability Insurance for Service Provider: with a ceiling of at least **€5 million**
- j) Audited accounts for the last three years, or fewer if the company has not been in activity for three years, for any tenderer wishing to take part in this tender procedure.
- k) Declaration of the company's turnover, of its profit and loss account for the last year of activity (or part of the year, if it has not been in activity long enough) and a Financial Statement for the end of the accounting period, in cases where this information has not already been provided under item (j).
- l) In the event that the company is unable to provide the documentation called for under item (k), the company shall submit a declaration of its turnover forecast, as well as its forecast of profits and losses, of cash flow for the year and a letter from the company's bank outlining its existing cash and credit situation.
- m) Declaration that, over the previous three years (2015-2016-2017), the company's overall turnover, excluding VAT, was not lower than **€60.000 (sixty thousand)**.
- n) Declaration that the company is currently executing and/or has executed over the previous three-year period (2015-2016-2017) similar or identical services to those that are the object of this tender procedure, indicating, for each of these services, client, duration, contract amount, and type of service.

Among the services performed over the previous three years (2015-2016-2017), the company must be able to include at least 1 contract that was successfully executed, or that is currently in execution, for an amount of at least **€49.500 (forty-nine thousand five hundred)**, excluding VAT, for the overall period of the 3 years taken into account and displaying the same characteristics as the one that is the object of this tender procedure.

In the case of successfully completed services, the company shall produce the certificate of final completion issued by its public or private client, accompanied by a detailed description of the performance levels of the service provided.

- o) The tenderer must be certified to **ISO 9001:2008** (quality management system) and declare this in the **Declaration on Honour – Annex C**.

In the case of a TGC and/or a consortium, requirements from item (a) through (l) and item (o) must be met by each of the companies that is part of the Temporary Grouping or of the Consortium.

On the contrary, the verification of requirements listed under points (m) and (n) will be performed considering the TGC and/or consortium as a single entity. Therefore, these requirements may be met by a single company or by each of the companies that are members of the TGC or the Consortium.

The Institute reserves the right to carry out sample checks to ascertain the truthfulness of tenderers' declarations.

17. Requirements for the Award

The award of the contract shall become definitive only as a result of passing the practical demonstration of the contents of the offer by the tenderer who has obtained the best score in its assessment.

As regards the compatibility of the proposed technical solution with the existing infrastructure or the replacement of it, the Company shall be asked to confirm the contents of its Technical Proposal at the Ponte alla Badia Apartments, Via Faentina 386 - 50133 Florence (FI). Specifically, the Company is required to install and configure everything necessary to equip a pilot apartment to pass all the tests to verify that

what is being proposed in the tender is true, as prescribed by these technical specifications.

The tests that shall be carried out are those described in **Article 6.5 Apartment Trials**, in this invitation to tender. Should this demonstration not be deemed in conformity with the declarations made in the invitation to tender, the Contracting Authority reserves the right to submit to the same verification the tenderer that follows in the ranking, or to launch a new procedure, while charging the defaulting tenderer for every greater expenditure incurred by the Institute.

18. Award Criteria

Only those Offers that meet all the requirements listed in **Article 16** shall be eligible for the next stage of the procedure, the technical and qualitative evaluation.

The Contract shall be awarded according to the principle of the “**Best Value for Money**”, based on the internal Evaluation Committee’s assessment: out of a maximum score of **100**, each Offer shall be awarded points according to the following parameters:

MAXIMUM SCORE	
Technical and Quality Evaluation, Q	60/100
Economic Evaluation, P	40/100

The Offer’s Total score **T** shall be made up of the sum of its Technical and Quality score **Q** and its Economic score **P**:

Total Score T = technical and quality evaluation Q + economic evaluation P

The Tenderer whose Offer obtains the highest Total Score T shall be awarded the tender.

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 is also subject to a comparative analysis among all the offers submitted, the Committee shall assign a score at its own discretion, providing motivations for its evaluation.

A – ASSIGNING POINTS FOR METHODOLOGICAL, TECHNICAL AND QUALITATIVE ASPECTS OF THE SERVICE

In evaluating the methodological, technical and qualitative aspects of the service, the Committee shall use the scores shown in **Table 1**, where the highest achievable score is **60**.

For each item from **A1** to **D5**, the Evaluation Committee shall assign at its own discretion a score anywhere between 0 and the highest score shown in the Table, on the basis of the Offer’s compliance with the specifications in these STS. In detail, on the basis of the Offer’s compliance with the specifications in these STS, for each methodological, technical and qualitative aspect the score will be calculated by assigning a quality coefficient, as indicated in **Table 2**, to the maximum score.

TABLE 1		
	DESCRIPTION	MAXIMUM SCORE
A	<i>Internet access service</i>	
A1	Internet access services: methodologies, tools, processes, dimensioning criteria, and types of resources used to create the infrastructure for internet access	22
B	<i>Migration Plan</i>	
B1	Migration Plan: methodologies, tools, and processes to implement the new infrastructure for internet access	6
B2	Service to dispose of existing apparatus: methodologies, tools, processes for the implementation of the new infrastructure for access to the internet	3
C	<i>Maintenance and Support Service</i>	
C1	Maintenance and Support Service: methodologies, tools, processes and dimensioning criteria of resources and personnel employed	6
C2	Service Supervisor: methodologies, tools, processes and dimensioning criteria of resources and personnel employed	4
D	<i>Elements of Enhancement</i>	
D1	Access infrastructure for the Internet LAN and Wi-Fi: Local redundancy of the infrastructure apparatus or use of the Cloud	3
D2	Internet access Services: Availability of speed and guaranteed bandwidth higher than required	3
D3	Internet access services: access duplicated to ensure the availability of the service in the event of a fault, even if degraded	3
D4	Maintenance and Support Service: availability of better SLAs	3
D5	Access to TV content (IP TV, digital terrestrial, satellite TV)	3
D6	Possibility to turn the wireless signal on and off	2
E	<i>Removal of the Apparatus at Contract End</i>	
E1	Plan for the Removal of the Apparatus at Contract End: methodologies, tools, and processes for implementation of the new infrastructure for internet access	2

Table 1 – Scores for Methodological, Technical and Qualitative Aspects

TABLE 2		
EVALUATION	DESCRIPTION	COEFFICIENT
Excellent	Well-structured project developing clearly, precisely and thoroughly the topic requested, and bringing added value with respect to the Contracting Authority's expectations.	1,00
Good	Good project that adequately develops the topic without going particularly in-depth.	0,75
Satisfactory	Acceptable project but not very structured, limited to applying what is foreseen in the STS.	0,50
Mediocre	Mediocre project not sufficiently developed.	0,25
Unsatisfactory	Project that is vague, lacking and inadequate.	0,00

Table 2 – Coefficients for Methodological, Technical, and Quality Aspects

To reach the minimum threshold for technical admissibility, each offer:

- must obtain a score corresponding to at least half the Maximum Score indicated for items A1 to C2;
- must obtain, moreover, a minimum total score of 35/60 for all items from A1 to E1.

Tenderers whose Technical Offers meet the two conditions specified above shall be put through to the next stage, where their Economic Offers will be evaluated.

Once the tender is awarded, the successful Technical Offer becomes an integral part of the STS and of the Contract.

B – ASSIGNING POINTS IN RELATION TO PRICE OFFERED

The maximum score achievable for the price **P** is **40** points.

The method adopted to calculate P will be to carry out the proportion between the best offer (lowest price) and that formulated by each company, assigning the 40 points available for evaluation of the price, "weighted" according to the coefficient thus obtained.

Attribution of the score reserved for the entry Annual Cost shall take place according to the following formula:

$$P = 40 \times \frac{\text{Best price}}{\text{Price offered}}$$

P = score assigned to the evaluation of the economic offer.

To calculate the price offered, each Company shall be asked to complete *Annex F - Form for Economic Offer concerning Internet access service by means of LAN and Wi-Fi networks at the guest quarters of the EUI.*

19. Indicative Timeline of the Tender Procedure

The indicative timeline for this tender procedure is summed up in **Table 3**:

TABLE 3	
Description	Date
Launch of the tender procedure	7 May 2018
Deadline for Submission of Site Inspection Requests	14 May 2018, 12 noon
Site Inspection	18 May 2018, from 10 am
Deadline for Submission of Queries or Clarification Requests	11 June 2018, 12 noon
Deadline for Submission of Offers	18 June 2018, 12 noon
Announcement of Results	after 2 July 2018
Signing of Contract	14 days after announcement of results

Table 3 – Indicative Timeline of the Tender Procedure

20. Obligations after being Awarded the Tender

In order to be effectively awarded the tender and to become eligible to sign the contract, by the date decided by the Contracting Authority the successful Company shall submit the following:

1. 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 (**Annex H**);
2. **only for TGCs**: its articles of association with a mandate conferred upon the Legal Representative of the lead company by the participating companies, in a private deed certified by a notary public.

If the Company that is awarded the tender does not comply in a timely fashion with the above obligations or fails to 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 submitted in its 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 procedure, holding the defaulting company liable for any increase in cost that the Contracting Authority may incur as a consequence. Under these circumstances, the Contracting Authority shall take possession of the defaulting company's bid bond and shall also apply any further 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 be effectively awarded the tender and will be formally invited to sign the contract.

CHAPTER IV – FINAL PROVISIONS

21. General Information

The tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with [High Council Decision no. 6/2015](#) amending Title V of the EUI's Financial Rules regarding Public Procurement and with [President's Decision no. 36/2016](#), both available on the Institute's website at <http://www.eui.eu/About/Tenders/Index.aspx>.

Participation in this tender procedure implies full acceptance of the above-mentioned regulations.

The rules governing the future relationship between the Contracting Authority and the Company that is awarded the tender, including payment terms, data protection and processing, dispute settlement mechanisms, both during the tender procedure and in the implementation of contractual obligations, are all contained in the Draft Contract in **Annex H**.

22. Responsible Officer

The Contracting Authority appoints the Director of the European University Institute's ICT Service as the Responsible Officer for the tender procedure.

The Responsible Officer 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 all contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

23. Reference Person for the Contract

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, the Director of the European University Institute's ICT Service shall designate an Institute staff member to fulfill the role of Reference Person for the Contract. Among other tasks, the Reference Person shall:

- act as contact person for all operational exchanges with the Company;
- submit all requests for support and intervention whenever changes and/or new provisions are needed, throughout the duration of the contract;
- oversee the correct performance of the service and verify the results;
- propose to the Responsible Officer, see **Article 22** above, the application of penalties and, if necessary, the termination of the contract;
- check all invoices issued by the Company, initialling them in approval.

24. Transition Plan

Within **6 (six) months** from the signature of the contract, the Company shall provide a detailed plan describing how it intends to manage the transition process, once the contract expires, with the handover of

service activities from the Company to the Contracting Authority or to a new Contractor. This plan shall include instructions for transfer of knowledge, especially the documentation relating to the entire infrastructure and procedures. This plan shall be updated every six months.

25. Final Provisions and Annexes

These Special Tender Specifications consist of **25 Articles, 32 Pages** and **8 Annexes (A-H)**, each and every one of them being an integral part of these Special Tender Specifications; by signing these STS, the company is also formally expressing its approval and acceptance of the Annexes as well.

Annexes:

- A. Checklist
- B. Request to Participate in the Tender
- C. Declaration on Honour concerning legal status
- D. Request to Participate in Compulsory Site Inspection
- E. Summary of Technical Offer
- F. Economic Offer Form
- G. Reference Guide for Installation and Trials
- H. Draft Contract

Signature of Legal Representative

Company's stamp