

CFT/EUI/ICTS/2018-001

SPECIAL TENDER SPECIFICATIONS

**Open Call for Tenders for the Supply and Implementation of a Learning
Management System (managed hosting / SaaS)**

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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.

1.1 Education and eLearning

The EUI offers a four-year PhD programme and postdoctoral fellowships in the fields of Economics, History and Civilisation, Law and Political and Social sciences and a one year Master of Law (LLM) programme.

The School for Transnational Governance has recently been created aiming at mid-career and senior policy makers throughout Europe and will provide high-level vocational training in a blended offering. This new school requires state of the art support for providing blended and online learning in an activating, research intensive and student oriented form. This initiative acts as a catalyst for the initiation of the project implementing the long cherished VLE.

The EUI currently has no centralised Virtual Learning Environment (VLE) or Learning Management System (LMS). A number of different ad hoc solutions are used in the Institute (i.e. Moodle, LearnDash and ActiveCollab). The shortcomings of these systems, problems, cost and maintenance clearly demonstrate the need for a centralised solution.

To cover this need, an open call for tender will be launched, aimed at the “Supply and implementation of a Learning Management System (managed hosting / SaaS)”. This document describes the setup of the tender and the functional and technical requirements and starts with a paragraph on our vision regarding a virtual learning environment in general.

1.2 Vision on a future EUI virtual learning environment

The virtual learning environment comprises all systems which facilitates researchers, academic and administrative staff and guests participating in education. This is not a single system but a myriad of systems providing digital services, orchestrated by the Institute.

The core of the VLE is the Learning Management System (LMS). The LMS is integrated in the Institute's infrastructure and connected to administrative systems to automate administrative processes and information flow from the Student Information System (Osiris). The LMS is expandable with a shell of additional services either within the LMS or as additional components and specialist tools in order to provide educational needs, now and in the future.

In the previous years, many new possibilities have been introduced in virtual learning and technology in general. Among others, digitalisation of education, increased connectivity and processing power and focus on user experience have dramatically changed how learning can be facilitated. These developments provide new challenges and opportunities for a modern VLE, such as:

- Use of learning content and tools hosted / offered outside of the Institute;
- Collaboration between professors and researchers who are based anywhere;
- Mobile access to integrated functions;
- Branding of different educational units from landing page on;
- The importance of sharing information, updates and feedback at increased speed;
- Data analytics which evaluates the quality of the work of both researcher and professor.

The pedagogical interaction at the EUI is increasingly diversifying as are new types of education offered and the audiences. This means that our future VLE should be able to support and facilitate these diverse forms of education; even as they evolve. The LMS shall therefore:

1. Offer an intuitive¹, easy user interface on both mobile and fixed devices, aimed at intensive mobile use;
2. Offer an extensive set of standard functionalities;
3. Have an open architecture based on open standards and be extendable with a shell of plugins and external components;
4. Manage all educational contents, versions and copyrights in a single repository with granular access control;
5. Cater for needs of different types of users and organisational units;
6. Inspire / invite academic staff and researchers to experiment with new concepts;
7. Have a diverse install base (at geographical and educational level) and a proven track record in academic environments;
8. Provide functionality for conducting anonymous course evaluations;
9. Be seamlessly integrated in the Institute's information landscape and user support.

The VLE shall provide academic staff throughout the Institute the flexibility to choose the e-learning support and authoring tools which suit their personal needs and/or preferences. One big challenge will

¹ Intuitive meaning: being able to perform all common tasks without need for instruction or reviewing manuals

be to entice, educate and instruct academic and support staff in transforming the current curricula into virtually enriched curricula.

2 GENERAL CONDITIONS

2.1 Object of tender procedure

The EUI is launching a call for tender for acquiring an LMS system. The tender will be awarded in July/August 2018 after a user test with the four highest scoring offers, followed by the implementation and support. Beta testing with an early adopter in the Institute (executing a first course) is expected to start in October 2018, other units will be enabled in 2019. More detailed project milestones are included in article 7.4.1.

2.2 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 (Annex D), 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.

2.3 Duration

The duration of the contract will be one (1) year, renewable up to six (6) times, each 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 Service Contract (Annex D)).

2.4 Presumed amount

The amount of this contract is strongly related to the number of enrolled participants, service level and functional modules in use, making estimating the presumed amount very complicated.

Based on a preliminary market survey the presumed amount is around **€ 30,000 per annum** with a **total cost of ownership of € 230,000** for the contract duration of seven years.

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.

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.

2.5 Premises where the Services shall be provided

- 2.5.1 The EUI campus includes about fifteen buildings located on the hillside on both sides of the boundary between the municipalities of Florence and Fiesole. The main building is the Badia Fiesolana, in the village of San Domenico in the municipality of Fiesole. A map of all the buildings making up the EUI campus can be found at: [EUI Campus \(Google Maps\)](#).
- 2.5.2 The Service shall be provided in each one of the above buildings, as well as in any future buildings that EUI may add to its premises during the lifetime of the contract.

2.6 Legal obligations to be borne by contractor

- 2.6.1 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.
- 2.6.2 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.

3 ABBREVIATIONS AND DEFINITIONS

The following definitions are an integral part of the tender requirements.

The “Contracting Authority”, the “Institute”, the “EUI” 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”, “Subscriber” shall mean any company submitting a bid in the tender procedure.

DRM:	Digital Rights Management
LMS:	Learning Management System
LOR:	Learning Object Repository
SIS:	EUI Student Information System (Osiris)
VLE:	Virtual Learning Environment

Archiving: keeping (parts of) a course, including Users and their products and results, out of the LMS.

Content item: part of a course within the LMS. Content items may be informative, or ask a student learning activity. In the latter case, we are talking more specifically about a test or assignment.

Course manager:	the person who has the responsibility over the setup, structure, format and use of the resources within the course. The course manager is usually a teacher and could also be an (educational) assistant. Several teachers may cooperate in the delivery of the course; the course manager has overall responsibility.
Digital Rights Management:	a set of access control technologies for restricting the use of proprietary content and copyrighted works.
Educational content:	information and content posted by the course manager and not the data and material associated with student participation.
Formative test:	a set of tasks that enable students to determine their progress in the learning process.
Grading scheme:	a set of allowed grades, each having a numeric equivalent to allow the calculation of the final grade.
Group:	a (sub)group of (enrolled) participants within the context of a course.
Instance:	a complete unit within the LMS (programme, course).
Learning Activity:	an assignment for a student to help achieve one or more Learning Objectives.
Learning Content:	any digital format (document, video, audio, online course) aimed at supporting education. This may be developed internally or used as an external resource.
Learning Line:	a series of Learning Activities aimed at achieving a Learning Objective.
Learning Management System:	Core system within the VLE, offering the basic set of e-learning capabilities. The LMS is completely integrated in the EUI application landscape.
Learning Object Repository:	a central and searchable storage of Content items, which allows users to share, manage, and use Content items.
Learning objective:	a desired learning outcome, described at the level of a programme or a course.
Main structure:	the contents of a first level course.
Notifications:	automatically generated messages, sent via email or other means of communication, of events within a course.
Object:	a composition of content items within an instance in the LMS; e.g. a rubric, test or any structure of contents items within a course.
Organizational unit:	a part of the organizational structure, e.g. institution, faculty, education and course.
Organizational Structure:	a tree structure of organizational units.
Participant:	(also researcher) a user enrolled in a course instance.
Peer assessment:	assessing a test or assignment by a fellow student (within the course or group).
Rubric:	a schedule of assessment criteria and levels that will allow student work to be assessed.
Self-assessment:	assessing the student's own work.
Set of groups:	a set of groups created at one time.
System:	the Learning Management System
Summative test:	a set of tasks of which the results are included in the grade of the course.
Template:	a course device pre-defined by the setting. The Template contains at least the following components: Branding, Layout, Language and Construction Course.
Teacher:	staff member involved in a course and interacting with participants of the course.

User: a person who has access to the LMS in the role of teacher, student, supporter or otherwise.

Virtual Learning Environment: the total/sum of all electronic services used to facilitate learning processes within the Institute.

CHAPTER II – DESCRIPTION OF THE SERVICES REQUESTED

4 DESCRIPTION OF THE SERVICE

The scope of the call for tender comprises the:

1. supply, implementation and hosting of an LMS; and
2. integration in the EUI applications landscape; and
3. training of administrative and academic key users.

In the absence of a centralised LMS, migration of current LMS content is not in scope of the project.

4.1 Supply of an LMS

The Subscriber shall supply and host a cloud / SaaS based LMS complying with the requirements as defined in chapters 5 and 6 for a minimum duration as described in article 2.3.

The expected/minimum KPI's of the service provided are:

Characteristic	Required performance
Uptime per 30 days	99%
Maximum consecutive downtime per service interruption	2.5 hours (not exceeding 99% per month)
Scheduled maintenance	To be performed outside office hours (Monday – Friday, 8:30 – 17:30 CET)
Average page load duration	two seconds
Average report load duration	ten seconds
Backup frequency	Daily backup, retained seven days Weekly backup, retained two weeks Monthly backup, retained four months Yearly backup, retained two years

Table 1: Expected KPI's of service provided

4.2 Integration of LMS in EUI landscape

The Subscriber shall integrate the LMS with EUI's authentication server (Azure – see T.4.4.3) and with EUI's student information system (OSIRIS), which is also acquired as a cloud service, from CACI (The Netherlands – see T.5.1.7). If the system is able to integrate with our anti-plagiarism tool (T.5.1.8) this integration shall be in scope too.

The scope of the interfaces is included in the respective technical requirements.

4.3 Training of key users

As part of the project implementation, key users from the departments and relevant services within the EUI shall be trained as trainers. These key users will train the end users.

5 FUNCTIONAL SUITABILITY

Functional suitability (i.e. requirements) of the LMS has been divided into the following articles (not aligned with the subcategories of ISO/IEC 25010):

- Course management, –access and –configuration;
- Learning content development and maintenance;
- Facilitating learning;
- Communication;
- Collaboration;
- Assignments and tests;
- Progress

In articles 5 and 6, the requirements and weighted desires are indicated in column C - 'Type'.

- R = Requirement (knock-out / selection criterion)
- D3 = Desire / award criterion with weight 3 (higher relative importance)
- D2 = Desire / award criterion with weight 2
- D1 = Desire / award criterion with weight 1 (lower relative importance)

5.1 Course management, –access and –configuration

Course management, –access and –configuration comprises:

- Creating courses and use of templates;
- Creating accounts, access and authorisation;
- Defining groups and assigning participants to groups;
- Archiving, backup and restore.

Req ID	Description	Type
F.1.1	General	
F.1.1.1	The LMS allows defining and managing a hierarchical organization structure (at least 5 levels; e.g. institution, faculty, centre, programme and course).	R
F.1.1.2	Within individual instances on all levels of the organisational structure, functionalities can be made available or unavailable. These settings are transferable when copying these instances within the LMS.	R
F.1.1.3	The LMS offers customisable help functions for users on each page.	R
F.1.1.4	The style and layout of objects at all levels can be adjusted individually to at least the following components: 1) Adding a banner or logo, 2) Selecting colour schemes and 3) Adjusting the background.	D3

Req ID	Description	Type
F.1.1.5	Users can search for (Combinations of) Title, Keywords, Metadata, and Author throughout Content LMS for Content Items.	D3
F.1.1.6	It is possible to send users of an external portal or webpage to a specific page or function (e.g. forum or roster) of a course in the LMS with a single action (i.e. click a URL).	D2
F.1.2	Mobile access	
F.1.2.1	All functionalities of the LMS are available on mobile devices (responsive design).	R
F.1.2.2	The LMS has one or more mobile apps that allow offline access to the schedule and grades.	D1
F.1.2.3	The LMS offers the ability to check/review assignments offline.	D1
F.1.3	Course definition	
F.1.3.1	The LMS shall automatically create courses based on data received from the SIS.	R
F.1.3.2	Courses can be created and deleted manually; both individually and in batch.	R
F.1.3.3	Course Managers can be supported by following a workflow (i.e. wizard) when creating / updating a course.	R
F.1.3.4	Multiple course templates can be created and maintained.	R
F.1.3.5	Courses can be created based on a template, both automatically and manually.	R
F.1.3.6	The visibility of courses for researchers can be updated automatically or manually by Course Managers, individually or in batch.	R
F.1.3.7	A new course can be created by making a copy of an existing course, including all related content and information.	R
F.1.3.8	Objects within the LMS can be imported and exported (or copied) between instances.	R
F.1.3.9	Researchers shall be able to browse different (related) courses within the LMS, provided they are enrolled in the relevant courses.	R
F.1.3.10	The Course Manager shall be able to change the pre-defined course structure (as determined by the Template).	D2
F.1.3.11	The Course Manager shall be able to define which functionality is available to Users based on their role in the course without the intervention of system administrators.	D2
F.1.3.12	When setting up a course, Course Managers can be supported by 1) a workflow (wizard) configurable per organizational unit with which the main course components are inserted and 2) course design checklists.	D1
F.1.4	Access and authorisation	
F.1.4.1	The Course Manager shall be able to make Content items available in the course by role, Group, Date, Duration and Time.	R
F.1.4.2	Authorisations for users shall be assigned using profiles. The system administrator shall be able: 1) to define multiple profiles; 2) to associate profiles with authorisations; 3) to associate one or more profiles with individual users and 4) to manage and assign profiles by authorized users.	R

Req ID	Description	Type
F.1.4.3	Researchers and teachers shall be automatically enrolled in and unsubscribed from courses based on SIS data. Unsubscribing from a course does not mean that participation data such as assignments or study results are deleted; this only means that access to the course becomes inactive. Enrolment in or unsubscribe from a course can also be done manually by: 1) the course manager (one by one or in batch), or 2) self-enrolment / unsubscribe by the researcher.	R
F.1.4.4	The LMS shall provide a list per user of: 1) the possible authorisations and 2) the assigned authorisations.	R
F.1.4.5	The course manager shall be able to request an overview of users who have access to the course, including their roles.	R
F.1.4.6	The LMS shall be able to generate user accounts based on data from other systems (Azure Active Directory).	R
F.1.4.7	The system administrator shall also be able to generate Users manually, individually or per batch.	R
F.1.4.8	When creating a user account manually, an end date can be specified.	D1
F.1.4.9	The system administrator can take over any account (impersonate).	D2
F.1.4.10	The LMS shall have an authorization structure which allows fine-tuning the authorisations of the different user groups: 1) at content level (such as documents or notifications), 2) at editing level (add, change, delete), 3) page level and 4) for a certain period of time.	D2
F.1.5	Groups	R
F.1.5.1	The LMS shall automatically create groups in a course based on enrolment data from the SIS.	R
F.1.5.2	Course managers shall be able to create (multiple) groups within a course manually, one by one or in batch.	R
F.1.5.3	Researchers shall be automatically enrolled in or removed from a group based on SIS data.	R
F.1.5.4	Upon enrolment by the researcher, there is a check for exceeding a maximum group size to be chosen.	R
F.1.5.5	The course manager shall be able to create sets of groups.	D2
F.1.5.6	Course managers can give researchers the opportunity to create groups themselves.	D1
F.1.6	Archiving and backup	
F.1.6.1	A course can be archived, including all information about users and all information that users have generated.	R
F.1.6.2	An archived course can be restored.	R
F.1.6.3	All data of a course instance or part of a course (e.g. an assignment with all associated data) can be downloaded in a format that can be read outside of the LMS.	D1

5.2 Learning content development and maintenance

The development and maintenance of learning content comprises:

- Organising, sharing and recycling of learning content;
- Using a learning object repository.

Req ID	Description	Type
F.2.1	Content	
F.2.1.1	The LMS shall enable the user to (re)use content items in multiple instances within the LMS.	R
F.2.1.2	The LMS shall support the uploading, downloading and viewing / playback of files of, among others, the types: a) video content b) audio content c) text content d) html content e) image/graphic material f) SCORM files g) zip files.	R
F.2.1.3	The LMS shall allow uploading and downloading multiple content items simultaneously.	R
F.2.1.4	The LMS shall support marked up text insertion and embedded multimedia files from an external source (such as YouTube / Vimeo / Slideshare / Flickr).	R
F.2.1.5	From the LMS, weblinks (URLs) can be opened. Whether these links are opened within a new or an existing window is configurable.	R
F.2.1.6	A course manager shall be able to make content items (un)available to researchers.	R
F.2.1.7	The system should provide smooth access to/via library permalinks and/or proxy links (EZproxy) to licenced library contents.	R
F.2.1.8	The system is able to respect spatial restrictions/embargo and/or time box restrictions/embargo to licenced library contents (DRM).	D3
F.2.1.9	The system is able to conduct anonymous course evaluations among enrolled participants in a course. A report can be generated summarising the outcomes of a single course.	D3
F.2.1.10	The LMS shall enable users to (pre)view files without having to download them first.	D3
F.2.1.11	The LMS shall allow drag-and-drop functionality for uploading of files.	D2
F.2.1.12	The LMS shall enable users to add test questions to course content. All types of content items can be assigned to a test.	D1
F.2.2	Learning object repository	
F.2.2.1	The LMS shall have a LOR with version management, allowing a user to keep/use an older version of a content item in any course instance.	R
F.2.2.2	Course managers can search for content items using tags.	R
F.2.2.3	When content items which are used in multiple courses are changed, updated or deleted, the course managers of these courses shall receive an automated message.	R
F.2.2.4	In case of modification of a content item, a course manager who uses this item shall be able: 1) to take ownership of the old version, 2) to retain the previous version, 3) to remove the reference, 4) to copy the original item.	D2
F.2.2.5	Access rights can be set per content item (standard: accessible for all)	D2

5.3 Facilitating learning

Facilitating learning comprises:

- Showing the structure of the course / seminar;
- Navigating within the LMS;
- Integrating content items on a page.

Req ID	Description	Type
F.3.1	General	
F.3.1.1	An overview of all active courses for which the researcher is enrolled is presented upon login.	R
F.3.1.2	The LMS shows researchers the relationship between the Learning Objectives and Learning Activities.	R
F.3.1.3	In addition to her/his current Learning Activities, the researcher can also see completed Learning Activities within the available course.	R
F.3.1.4	The researcher shall at any time have insight into her/his progress in the course.	R
F.3.1.5	The researcher shall see the course's main structure at one glance and without scrolling (except when using a mobile device).	R
F.3.1.6	The researcher can navigate from the learning activity to previous and following learning activities.	R
F.3.1.7	The LMS provides the course manager with the ability to make content items available on the basis of progress / performance of the researchers (adaptive release).	R
F.3.1.8	Course managers shall be able to see what the researcher environment looks like for researchers (a preview function).	R
F.3.1.9	Course managers can arrange multiple types of content items on a page (commands, files, tests, surveys, streaming media, discussion forums).	R
F.3.1.10	The LMS shall allow navigation using a breadcrumb, which can be clicked to navigate directly to the relevant parts.	D1

5.4 Communication

Communication comprises all the means of interacting between student / researcher and lecturer:

- Creating and managing user profiles;
- Sending messages, alerts, email and chats;
- Presenting a dashboard with individual actions / statuses, including a personalised schedule;
- Automatic updates upon events/triggers in courses.

Req ID	Description	Type
F.4.1	User profiles	
F.4.1.1	A course manager shall have access to a participants list.	R
F.4.1.2	The LMS allows users to create and manage a personal profile. Minimum information	R

Req ID	Description	Type
	available includes: contact information, online / offline status of the researcher within the LMS and a picture.	
F.4.1.3	A User can hide parts of his personal profile from being published.	R
F.4.2	Communication	
F.4.2.1	The LMS shall allow posting, editing and deleting communications within the context of the different organisational levels, showing who posted or edited an announcement and when it is visible.	R
F.4.2.2	It shall be possible to include (multimedia) content in the communication.	R
F.4.2.3	The LMS shall send an automatic notification on the following occasions (at least): rating assigned, notice posted, new forum message and deadline in sight.	R
F.4.2.4	The LMS shall allow users to choose which types of notifications they want to receive and how (through which channel) they will receive them.	R
F.4.2.5	The LMS shall offer an online classroom environment to which teacher and enrolled students are logged in online, using video and audio as well as chat to communicate both synchronously and asynchronously at the same time.	R
F.4.2.6	The LMS shall be able to communicate with users and user groups via email.	R
F.4.2.7	The LMS shall offer private and group chat functionality.	R
F.4.2.8	It is possible to use merge fields in individual and/or bulk messages (such as first name, last name).	R
F.4.2.9	The LMS shall offer a blog feature. This can be assigned to an individual user, a specific group or all participants within a course. (Multimedia) content can be added to the blog and the content can be exported and archived.	D2
F.4.2.10	The notification of an uploaded assignment or test contains references and the time of submission.	D1
F.4.3	Dashboard	
F.4.3.1	The LMS provides a page with personalized content (dashboard) which helps users to keep track of tasks, tests and commands they are currently assigned to and which updates have been done to their courses.	R
F.4.3.2	The dashboard shows a timeline, which shows learning activities and content items in a chronological way.	D3
F.4.3.3	Based on criteria to be set by the course manager, researchers who fail or perform well in a course can be identified. The course manager will receive an automatic notification when the criteria are met.	D1
F.4.3.4	Course Managers shall have insight into how often the different parts of the course are viewed by participants.	D1
F.4.4	Schedule	
F.4.4.1	The LMS shall have a schedule showing the contact moments and deadlines for learning activities per course for all courses the researcher is enrolled in.	R
F.4.4.2	It is possible to export calendar items through open standards (at least .ics).	R
F.4.4.3	Users can add and delete calendar items from their individual schedule within the LMS.	D2

Req ID	Description	Type
F.4.4.4	The LMS shall offer the ability to create and manage manually and automatically tasks and deadlines in the agenda.	D1

5.5 Collaboration

Collaboration comprises the tools deployed to facilitate collaboration between researchers and researchers and staff:

- Providing an online working environment with productivity tools, wiki and discussion forums;
- File sharing (from different internal and external sources).

Req ID	Description	Type
F.5.1	Collaboration	
F.5.1.1	A course manager can create a collaboration environment, in which various functionalities can be used. File sharing, a discussion forum and a wiki shall be available at least.	R
F.5.1.2	The LMS supports discussion forums with threads (nested comments). Discussion forums can be part of the course instance or of a Learning Activity. (Multimedia) content / content items can be added to a discussion forum. Teachers can provide feedback to researchers in the discussion forum. The contents of the discussion forums can be exported and archived.	R
F.5.1.3	The LMS supports wikis. Wiki's can be assigned to the entire course or one or more Groups. The wiki is part of the entire course or specifically of a Learning Activity. There can be (multimedia) content added to a wiki. The content of the wikis can be exported and archived.	R
F.5.1.4	The LMS offers the opportunity to collaborate simultaneously on a document, which makes it possible to see who has done what, either by integrating Office 365 or by other functionality included in the LMS.	D3
F.5.1.5	The LMS can link groups in order for them to provide each other feedback.	D1

5.6 Assignments and tests

Assignments is one of the more relevant functionalities requested and comprises:

- Turning in assignments;
- Providing and receiving feedback;
- Peer- and self-assessment;
- Creating tests (e.g. using rubrics).

Req ID	Description	Type
F.6.1	General	
F.6.1.1	The LMS shall offer the ability to link assignments and tests to the corresponding Learning Objectives and display these relations.	R
F.6.1.2	The LMS shall facilitate the course manager with planning, managing and provision of test forms; and shall provide insight into the progress of individual participants.	R

Req ID	Description	Type
F.6.1.3	The LMS shall allow the upload of assignments by participants, without participants being able to see each other's work.	R
F.6.1.4	The LMS shall issue a notification to the course manager upon submission of an assignment or test by a researcher.	R
F.6.1.5	The LMS shall allow teachers and researchers to (re)use Rubrics.	R
F.6.2	Assignments	
F.6.2.1	Course managers can define requirements at content item level, e.g. for submission of assignments by researchers. Requirements shall be able to be defined for deadlines and the number of attempts at least.	R
F.6.2.2	The researcher shall not be able to change submitted assignments after the deadline or maximum number of attempts.	R
F.6.2.3	The LMS shall present an overview to the course manager of assignments to be reviewed. This information is included in the dashboard.	R
F.6.3	Tests	
F.6.3.1	The LMS shall allow using both formative and summative tests.	R
F.6.3.2	The LMS shall facilitate different question types, including at least multiple choice, multiple response, matching, open questions, fill-in questions and formulas, when creating tests.	R
F.6.3.3	The LMS offers the ability to make a test only once or a limited number of times. Answers, feedback and assessment of each attempt are saved.	R
F.6.3.4	The LMS shall offer questions in a test in a random order.	R
F.6.3.5	Course managers shall be able to add feedback to answers and add explanatory information to test questions. In the latter case, multimedia files and hyperlinks to external pages can be added.	R
F.6.3.6	The LMS allows providing automatic feedback on closed questions.	R
F.6.3.7	The appearance and layout of the test shall be configurable (e.g. one or more questions on a page).	R
F.6.3.8	The course manager can define the date of publication and closing date of a test.	R
F.6.4	Item repository	
F.6.4.1	The course manager can create and manage an item bank, which can be shared with other LMS users.	R
F.6.4.2	The course manager can use an item bank when compiling a test.	R
F.6.4.3	The LMS can import and export an existing item bank.	R
F.6.4.4	Tags (metadata) can be assigned to questions such as categories, difficulty levels, keywords and descriptions.	R
F.6.5	Quizzes	
F.6.5.1	The LMS shall offer the ability to perform quizzes, surveys and polls among users.	R
F.6.6	Feedback	

Req ID	Description	Type
F.6.6.1	The LMS offers the ability to give and receive feedback on the same page, directly on the source uploaded.	R
F.6.6.2	A teacher is able to save concept feedback which is not (yet) shown to researchers.	R
F.6.6.3	The course manager can define a moment from which the feedback will be visible (so all participants receive their feedback simultaneously).	R
F.6.6.4	A teacher can provide feedback to a researcher, without allowing other researchers to see this feedback.	R
F.6.6.5	Course managers can provide feedback or assign marks to an individual participant or to a group. The course manager can adjust marks given to groups at individual level.	R
F.6.6.6	Researchers have a summary page with feedback and reviews on their assignments.	R
F.6.6.7	The LMS offers the ability to provide audio and video feedback (without additional browser extensions/plugins).	D1
F.6.7	Peer and self assessment	
F.6.7.1	The LMS shall allow peer assessment for researchers.	R
F.6.7.2	The course manager can review the researcher's submitted assignments and the reviews made by fellow researchers.	R
F.6.7.3	The LMS shall provide a means for self assessment.	R
F.6.7.4	A researcher shall be able to share a self assessment with the course manager. The course manager is then able to provide feedback on a researcher's self assessment.	R
F.6.7.5	The course manager can link researchers both automatically and manually for peer assessment. This includes only the researchers who have submitted the assignment.	D2
F.6.8	Participant registration	
F.6.8.1	The LMS offers the ability to enter and change marks in a designated page. From this page the relevant assignments and tests can be viewed and feedback can be given.	R
F.6.8.2	The LMS shall allow using configurable grading schemes (A-F grades; 1-10; decimal; pass/fail; any own scale (e.g. 0, 4, or 5 points)). The system shall verify marks entered to meet the specified format.	R
F.6.8.3	Marks shall be exported and imported in a list of standard formats (at least CSV and Excel).	R
F.6.8.4	The LMS shall show the number of attempts at tests and assignments in the grade summary.	R
F.6.8.5	The LMS facilitates course managers to register attendance (and absence).	R
F.6.8.6	On the basis of sub-marks, configurable rules/formulas can automatically calculate a final mark.	D1
F.6.8.7	The course manager can list marks by group.	D1
F.6.8.8	Comments on Learning activities can be evaluated so that they can be considered in the final grade.	D1

5.7 Progress

Progress comprises:

- Registering attendance and achievements of researchers;
- Presenting an overview of researchers' progress.

Req ID	Description	Type
F.7.1	Progress	
F.7.1.1	The LMS shall allow the course manager to review activities, progress and achievements of individual researchers, a group of researchers or all researchers within a course. This data shall be exportable via an open standard.	R
F.7.1.2	Course managers can prevent marks / sub-marks from being shown to the participants.	R
F.7.1.3	The LMS shall give researchers an overview of their activities, progress and performance.	R
F.7.1.4	The LMS enables automatic/manual assignment of badges based on researchers' progress.	D2
F.7.2	Analytics	
F.7.2.1	The LMS has a learning analytics functionality which is capable of analysing log data and making reports based on it.	D3
F.7.2.2	The learning analytics functionality shall generate reports which are available for both researchers and/or course managers; and shall be able to display reports in different formats (at least visually and textually).	D1

6 TECHNICAL SUITABILITY

Technical suitability is defined by the following characteristics (according to ISO/IEC 25010):

- Reliability
- Performance efficiency
- Operability
- Security
- Compatibility
- Maintainability

In articles 5 and 6, the requirements and weighted desires are indicated in column C - 'Type'.

- R = Requirement (knock-out / selection criterion)
- D3 = Desire / award criterion with weight 3 (higher relative importance)
- D2 = Desire / award criterion with weight 2
- D1 = Desire / award criterion with weight 1 (lower relative importance)

6.1 Reliability

Req ID	Description	Type
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Req ID	Description	Type
T.1.1	Recoverability	
T.1.1.1	A user setting up a course cannot lose more than one hour of work when making an operating error or when a system error occurs	R
T.1.1.2	Courses and sections of courses deleted by a user can be restored within a 30-day period.	R
T.1.1.3	In case of disaster recovery; data, files and configurations (including design) can be restored within 24 hours.	R
T.1.1.4	Archived courses can be downloaded by an authorised user.	R

6.2 Performance efficiency

Req ID	Description	Type
T.2.1	Time behaviour	
T.2.1.1	Users do not experience delays (> 1 second) due to logging in, navigating, loading of pages and/or uploading files. This requirement also applies to accessing information through web services / APIs.	R
T.2.1.2	The online collaboration tools are able to facilitate the number of users as described in article 7.6 - Economic offer, without experiencing problems with the quality of connections.	R
T.2.2	Resource utilisation	
T.2.2.1	The application has sufficient technical capacities for simultaneous processing without noticeable interruptions. Assuming institutions with similar number of staff, courses and students like the EUI. System capacity can be increased dynamically when necessary.	R

6.3 Operability

Req ID	Description	Type
T.3.1	Learnability	
T.3.1.1	The documentation provided as part of the implementation and delivery of the implemented solution contains at least the following documents: <ul style="list-style-type: none"> - administrator manual. - description with specifications (both functional and technical) required for integration through interfaces, including a description of operations. This should contain all information necessary for developing interfaces with the system. 	R

Req ID	Description	Type
T.3.1.2	The application provides online documentation which is up to date and consists of: - System documentation: * Supplier provides insight into the structure and coherence of the various modules and interfaces by means of a schematic overview; * A Logical Data Model (Data Model); * Description of the Structure and Cohesion of the Different Modules; * Understanding the System Architecture; - User Manual; - Technical Documentation: * contains at least a description of the links and APIs that the application provides; * release notes. All documentation is available online and is publicly available or may be made available to third parties for contracted work.	R
T.3.2	Technical accessibility	
T.3.2.1	The LMS (both production and acceptance environments, see T.6.1.1) is offered as a cloud service (i.e. SaaS environment). The system shall be hosted in the West or North of Europe.	R
T.3.2.2	The system is available in English (user interfaces, error messages, manuals, help functions and other documentation, etc.). The system follows the regional settings (e.g., number and date formats) which apply to a localized user interface.	R
T.3.2.3	The system complies with the W3C WCAG 2.0 AA Standard, and provides tools for impaired users (e.g. dyslexia, hearing impairment, vision impairment).	R
T.3.2.4	The Application User Interface follows the responsive design principles so that it can be adapted to the device (tablets, smartphones, desktop) that approaches the application.	R
T.3.3	Recognisability	
T.3.3.1	The user interface can be provided with an Institute logo and its own visual elements for branding purposes. This can be set at the highest level for the EUI, and at lower levels for Departments and Centres.	R
T.3.3.2	A custom branded landing page with a direct / unique hyperlink can be created at lower levels for Departments and Centres.	D3

6.4 Security

Req ID	Description	Type
T.4.1	Compliance	
T.4.1.1	ISO 27001 certification or a similar level of security has been approved, which involves at least the scope of the service covered in these STS.	R
T.4.1.2	The tenderer's security policy is reviewed annually by an independent party, and the outcome is shared with the customer.	R
T.4.1.3	The tenderer reports periodically about the security and privacy assurance.	R
T.4.1.4	When signing in to an application account that retains the credential in the application, a limited number of attempts are allowed before an account is blocked.	R
T.4.2	Accountability	

Req ID	Description	Type
T.4.2.1	The application maintains an audit log of activities performed by administrators and other users. Herewith, actions are returned to a natural person. Capturing User Analytics activities for Learning Analytics must be possible and comply with European privacy laws.	R
T.4.2.2	The application supports the statutory right of access and allows for such a request within a short period of time (a few days). The support may consist of an API, or facilitating a download containing all personal data.	R
T.4.3	Authentication	
T.4.3.1	The web environment can show through Extended Validation TLS certificates. The TLS configuration is up-to-date (currently TLS 1.2) and is actively tracked. Configuration improvements are made within a reasonable timeframe.	R
T.4.4.2	Authentication via Windows Azure Active Directory must be available. Authentication assigns different levels of permissions based on and mapped to our Active Directory groups. Different levels of AD groups may exist and may overlap. A user is granted the 'sum' of all authorisations based on group membership.	R
T.4.4.3	In order to assign permissions for students and course managers, the only authentication protocols to be used are those the MS Azure Active Directory platform provides: https://docs.microsoft.com/en-us/azure/active-directory/active-directory-authentication-protocols . For role-based authorisation Microsoft Graph shall be used.	R
T.4.4.4	The supplier ensures that data in all environments (production, test) are processed and stored in accordance with EU legal requirements.	R
T.4.4.5	The learning environment supports two factor authentication	D2
T.4.4.6	The application is able to configure SAML2.0 authentication.	D1

6.5 Compatibility

Req ID	Description	Type
T.5.1	Interoperability	
T.5.1.1	When updating an authorization profile, the new authorization applies directly to all Users to whom this profile has been assigned. Users can be linked to multiple authorization profiles in the application (authorization is then the sum of the profile authorizations).	R
T.5.1.2	The application must work correctly with the latest 2 versions of standard browsers: Internet Explorer, Google Chrome, Mozilla Firefox, and Apple Safari. "Standard" means that there are no adjustments to the setting of the browsers, e.g. cookie and privacy settings. This also applies to the mobile versions of these browsers.	R
T.5.1.3	In case of errors in interfaces, the system returns a meaningful error description / code, with which the problem can be properly analysed.	R
T.5.1.4	The user interface complies with the W3C HTML5 standards. Java scripting is allowed as long as the ECMA standard is met.	R

Req ID	Description	Type
T.5.1.5	The system is capable of delivering and using SOAP (version 1.1 or 1.2) web services. The web services provided are described in XSD & WSDL.	R
T.5.1.6	The system is able to deliver RESTfull web services.	R
T.5.1.7	The system is capable of integration with EUI's Student Information System OSIRIS, preferably using the standard webservice available. The exchange shall comprise at least: receiving courses; course instances; teachers (including different roles); participants; and enrolments and teachers per course instance.	R
T.5.1.8	The system is able to integrate the antiplagiarism system which the EUI is currently using (Turnitin), so uploaded assignments (documents) are automatically scanned.	D2
T.5.1.9	The learning environment provides support for existing and emerging standards, including at least for content by ADL SCORM (version: 1.2 and version: 2004).	D2
T.5.1.10	The learning environment provides support for existing and emerging standards including at least the ability to link to an external Learning Analytics system through the IMS Caliper standard or the ADL Experience API.	D1
T.5.1.11	The learning environment provides support for existing and emerging standards, including at least for the realization of functional integrations using IMS LTI (Minimum Version 1.1).	D1
T.5.1.12	Documents and sections of courses to which the Institution's Archives Act or Formal Archives Policy applies and which should therefore be archived, shall be retained in the LMS and it must be possible to export and store these parts in the RMA (Record Management Solution) of the Institution.	D1

6.6 Maintainability

Req ID	Description	Type
T.6.1	Modification	
T.6.1.1	The supplier offers a test environment for each production environment used by the EUI. Implementation of major releases and updates to these different environments will be discussed in advance. The EUI has exclusive control over all environments and uses them to develop and test new functionalities, integrations and migrations.	R
T.6.1.2	Modifications to the API are implemented as extensions of functionality or as new API versions.	R
T.6.1.3	Supplier provides an automated solution for filling (and reloading) (test) data in the test environments including overwriting users' email addresses with a generic test email address.	R
T.6.1.4	In case of modifications to existing API functionality, the old version will be supported for 1 year after implementation of the new version.	D2

CHAPTER III – SUBMISSION AND EVALUATION

7 SELECTION AND AWARD CRITERIA

The tender is setup to evaluate a number of characteristics of the solutions offered (most economically advantageous offer).

As a user friendly system is of key importance (and quite possibly the biggest success factor) for adoption of the new system, not only price and functionality will be evaluated and weighted.

Also, being a post-graduate institute with a specific environment and user base, we will evaluate the subscriber's approach as part of the tender. This approach should include a strategy which ensures the proper configuration and implementation of the system, involvement of users and focus on change management, appropriate to this Institute's characteristics.

7.1 Criteria scores

In evaluating the economical, methodological, qualitative and technical aspects of the service, the Committee shall use the scores shown in the table below.

	Maximum score	Partial score	Detailed description
Subscriber suitability	(knock-out)		
Declaration on honour		(knock-out)	see article 7.2.1
References		(knock-out)	see article 7.2.2
Required functional and technical specifications		(knock-out)	see articles 5, 6 and 7.3

Table 2: Selection criteria

	Maximum score	Partial score	Detailed description
Technical offer	70		
Desired functional and technical specifications		20	see articles 5, 6 and 7.3
Project approach		20	see article 7.4
User test		30	see article 7.5 and Annex I
Economic offer	30		see article 7.6

Table 3: Award criteria and scores

7.2 Subscriber suitability

Subscriber suitability is a knock-out selection criterion. Subscribers must comply; therefore this criterion will not be scored.

7.2.1 Declaration on honour

The declaration of honour provides an overview of the financial and legal basis of the subscriber and is to be submitted using Annex C. This provides the Contracting Authority with a means to assess the reliability of the subscriber, and the probability for the subscriber to meet its contractual obligations. This declaration includes an extract from the Company administered by its local branch of the Chamber of Commerce, Industry, Arts and Crafts, and Agriculture.

The declaration of honour certifies the following core competency:

“to supply and host a learning management system for a duration of seven years”.

7.2.2 References

The subscriber shall provide a declaration in conformity with Annex G by which the subscriber certifies the following core competency:

“to supply and implement a learning management system in an academic environment with social sciences”.

The subscriber is in possession of at least two references which comply with the following constraints:

- For these references, the work performed is covered by the above mentioned core competence; and
- For these references, the implementation has been successfully completed and accepted by the referee between 2014 and present date; and
- For these references, the work has been executed at an academic institution with a social sciences department/faculty, which is primarily based in Europe; and
- For these references, the system was operational for at least 1.500 active users.

The Contracting Authority may contact the references provided at its own initiative.

7.3 Functional and technical suitability

This document defines the Institute’s needs for an LMS in both technical and functional terms, to be used as requirements for a call for tender. The ISO/IEC 25010 norm is used to categorise the requirements on the system to be acquired.

7.3.1 In order to distinguish between functionality of available systems, we define both requirements (knock-out criteria) and desires which are weighted to enable scoring (as defined in the introductory paragraphs of articles 5 and 6).

7.3.2 Upon submitting an offer, the Subscriber declares to comply to all tender requirements.

7.3.3 If the Subscriber does not comply with certain requirements at the time of submission, it shall do so within 3 months after the signing of the contract and the functionality shall be available in the environments as defined (see T.3.2.1 and T.6.1.1 in article 6).

7.3.4 In the Desired functionality sheet (Annex H), all functional and/or technical requirements with which the system is non-compliant at the time of the signing of the contract, shall be indicated on worksheet 'Requirements included later'.

7.3.5 Compliance with requirements and desired specifications is 'binary'; either the system complies or it doesn't. No partial compliance is accepted and no partial scores are assigned unless formally confirmed by the Contracting Authority.

7.5.6 Scoring

A total of 68 weighted functional and 14 weighted technical desires are included in this document. The sum of all weighted desires to which the system complies is divided by 82 – the sum of available weights. This percentage is multiplied by the 20 points score to be obtained on criterion 'functional and technical suitability':

$$\frac{\text{Sum of compliant weighted components}}{\text{Total weighted components: 82}} \times 20$$

7.4 Project approach

In the project approach, the tenderer sets out how the implementation will be set up by the tenderer. The project planning should follow the milestones provided below. The tenderer shall also describe the pedagogical strategy to be applied to ensure user adaptation and functional fit in our research environment. The project approach consists of up to 7 pages A4, Arial 10, including annexes.

The project approach is included in Annex F and describes:

With regard to implementation the following questions shall be answered:

- What products are delivered (covering at least the scope as defined in article 4)?
- What phasing of the project is suggested and why?
Use the indicative timelines provided in Table 4 or, if this is unrealistic, present an alternative timeline.
- How will the subscriber's project approach ensure successful implementation of the system (in both educational and technical respects)?
- Which risks does the subscriber foresee; and what mitigating measures are proposed?
- How will the EUI benefit from subscriber's previous experience and knowledge using concrete examples? The EUI is specifically interested in how the approach will ensure a system configuration that aligns with the Institute's strategic objectives (see paragraph 1).

With regard to the project team the following questions shall be answered:

- Which persons with what competencies will the subscriber include in the project team to deliver the project?
- How will the entire team be successful, what are their roles, relationships and experience?
- Which roles are expected from the EUI?

- Provide an estimate of the total amount of time required per role per phase, including EUI resources.

In evaluating the Project Approach, special consideration will be given to the level of detail, to the clarity and accuracy of the description and the method used in illustrating the management of the services requested in these STS.

7.4.1 Project milestones

Milestone	Complete
PID accepted; project kick-off	September 2018
Pilot online course ready (vanilla environment)	October
Interface design (integration design))	November
Configuration design (system setup)	December
Interfaces accepted (including testing)	January 2019
2019 courses configured	January
System go-live	February

Table 4: Indicative project milestones to be included in project approach

7.4.2 Scorings

The project approach will be evaluated by four individuals: the chair of supervisory board; the EUI project manager; an academic subject matter expert; and an administrative subject matter expert. The evaluators will give a single score, based on consensus.

Grade		Points awarded
10	Exceeding expectations; maximum added value	20
9	Very good; much added value	18
8	Good; more than sufficient added value	15
7	Sufficient added value	8
6	Barely sufficient added value	0
5	Insufficient added value	Offer is disqualified.
4	Not fit for purpose	Offer is disqualified.

Table 5: Table of scores for award criterion 'Project approach'

7.5 User test

Ease of use / user friendliness is one of the most important features of an LMS for the project to succeed. As this quality is hard to objectify, a user test will be organised. This is reflected in criterion: User Test.

- 7.5.1 The user test will be performed with four subscribers having obtained the highest total score on the award criteria Functional and technical suitability and Project approach, with a minimum threshold of 40% of the total possible score (20+20 points x 40% = minimum score of 16). The Contracting Authority may decide to invite additional subscribers for the user test if the eligible total scores are nearly equal.
- 7.5.2 Different types of users will perform a test on a live system, aimed to determine the extent to which the system is appreciated by various end users. The users will follow a fixed set of scenarios and then evaluate the LMS from their own perspective on user friendliness of the system. For scoring each scenario they will be using a fixed set of test-criteria (see below). The scenarios are included in Annex I.
- 7.5.3 The test-criteria on which the system will be evaluated, are the indicators which define a user friendly LMS:
1. Works intuitively (no further instructions needed);
 2. Has a clear and modern look and feel (user interface);
 3. Is purposeful (options available are relevant and easy to use) and
 4. Is efficient (tasks are performed without hassle).
- 7.5.4 The stakeholders who will be evaluating the system are:
- Coordinators
 - Participants
 - Support staff
 - System administrators
- Each type of user group carries out its own set of user scenarios (see Annex I).
- 7.5.5 The date on which user tests will take place is yet to be decided, this will be announced later. It is expected to take place in the week of 14 May (see timeline article 9.4).
- 7.5.6 The subscriber is expected to prepare a demonstration environment which has been configured to enable the testers to complete the scenarios.
- Each subscriber has two sessions of three hours for the execution of the test, including a brief introduction in the use of the software by the subscriber. This introduction will take up to 30 minutes. The subscriber may be present at the end of the session to provide support (only at the request of the testers). The subscriber shall manage the time so all scenarios are completed within the time available.

7.5.7 Scoring

Each scenario is scored by each user on all four test-criteria with grades 4 to 10, where 4 is the lowest score (not fit for purpose) and 10 is the highest score (exceeding expectations).

All scores are summed and divided by the amount of scores to calculate the average score. The following numbers of points will be awarded based on this score:

Average grade	Description	Points awarded
10	Exceeding expectations; maximum added value	30
9	Very good; much added value	28
8	Good; more than sufficient added value	24
7	Sufficient added value	12
6	Barely sufficient added value	0
5	Insufficient added value	Offer is disqualified.
4	Not fit for purpose	Offer is disqualified.

Table 6: Table of scores for award criterion 'User test'

When calculating average scores, a score of .49 is rounded down, .50 is rounded up. A system failing to obtain an average score higher than 5.49 on a single criterion OR on a single scenario is disqualified.

7.6 Economic offer

The points awarded for this criterion are based on the fictitious price generated on the Economic Offer form (Annex E), based on the amounts and rates provided by the subscriber:

1. License and hosting costs

This contains the sum of annual costs for the service, including licenses, hosting, maintenance, support etcetera.

As opposed to regular universities, the EUI offers a limited amount of courses (seminars) to their researchers as our focus is on research, not learning. The majority of our active researchers and fellows will not participate in any courses except in the first (two) year(s). With the new school, a large number of short-term users are anticipated however.

The license and hosting costs shall therefore be based on the number of FTE enrolments, not the number of active users and cover all costs for licenses, maintenance and hosting of the offered solution.

Over the past years, around 690 FTE researchers have been enrolled. Over the next years, this is expected to increase to 750 FTE at maximum. The number of participants per course / online classroom will range from 20 to 80.

2. Implementation costs

The total of initial costs incurred to implement, integrate and operationalise the system in accordance with the project approach (article 7.4).

3. Maintenance and support

An hourly rate for performing maintenance and support is included with a fictitious number of 100 hours (no rights can be derived from this fictitious amount of hours). The amount specified will not be included in the contract awarded, but only used in evaluation of the Economic Offer.

7.6.1 Scoring

The price sheet (Annex E) calculates the fictitious total price. This price is used to award the score on this criterion. The table below sums the points to be awarded for the fictitious price:

$$\frac{\text{Lowest eligible fictitious price}}{\text{Fictitious price offered}} \times 20$$

7.7 Final evaluation

With due regard to the award decision and the related objection period (see Table 7, article 9.4), the agreement will be granted to the subscriber:

- a) Which has submitted a valid (complete and compliant) offer to the tender specifications; and
- b) Which meets all the requirements included in articles 5 and 6; and
- c) Which has obtained the highest score for the total of the tender criteria as described in article 7.1.

8 SUBMISSION OF OFFERS

8.1 Procedures for Submitting an Offer

The Offers and all attached documentation, including annexes, shall be submitted in English. All documents 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 **03 May 2018** (absolute deadline). Any other means of delivery and/or shipment shall warrant exclusion from the tender procedure. Please note that the Institute will be closed on 30th of April and first of May.

All Tenderers are required to notify the EUI that they have submitted a bid, by writing to the email address ICTS.Tender1-18@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/2018/001**;
- The title: **Open Call for Tenders for the Supply and Implementation of a Learning Management System (managed hosting / SaaS)**;
- 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 “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.

8.1.1 Administrative Documents (ENVELOPE no. 1)

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**.
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. Legalised copy of registration in the **Company Register administered by its local branch of the Chamber of Commerce, Industry, Arts and Crafts, and Agriculture**, not older than six months.
6. **References**, signed by the company's Legal Representative, using **Annex G**.
7. **A provisional bid bond** for 2% of the presumed amount of the tender, or **€1.500**.

The bid bond shall be:

- a. 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.

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.

8.1.2 Technical Offer (ENVELOPE no. 2)

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 following documentation:

1. The **Project approach** as described in article 7.4 and accompanied by **Annex F**.
2. The sheet with compliance to the desired functionality as described in articles 5 and 6, using **Annex H**.

Every element of the submitted documentation shall be signed by the Tenderer’s Legal representative, on pain of exclusion from the tender procedure.

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

8.1.3 Economic Offer (ENVELOPE no. 3)

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 E** and signed by the company’s Legal Representative.

The Economic Offer shall consist in a proposed price for the items indicated in **Annex E – Economic Offer Form**. All prices shall be net prices, excluding VAT.

Scores shall be assigned according to the detailed scoring criteria described in **article 7.6**.

8.1.4 Further Documentation (ENVELOPE no. 4)

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, preferably a read-only digital copy (i.e. that cannot be edited), 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.).

8.2 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.Tender1-18@EUI.eu and sent no later than **3 pm on 23 April 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, for participation in the user test 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.

9 EVALUATION OF OFFERS

9.1 Opening of Offers

9.1.1 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 8.1**).

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

9.2 Grounds for Exclusion

9.2.1. 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](#)).

9.2.2. 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.

- 9.2.3. 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.
- 9.2.4. 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.
- 9.2.5. Tenderers shall prove that they are not in any of the above situations.

9.3 Documents proving eligibility in relation to the grounds for exclusion

- 9.3.1 The Contracting Authority will accept, as satisfactory proof that the Tenderer is not in any of the situations described in article 9.2 above, a formal signed Declaration on Honour, as shown in the form in Annex C.
- 9.3.2 The Institute reserves the right to verify the accuracy of this information and to request documents providing further evidence before the contract is signed.

9.4 Indicative Timeline of the Tender Procedure

The indicative timeline for this tender procedure is summed up in the table below:

Description	Date
Publication of the tender procedure	27-03-2018
Deadline for Submission of Queries or Clarification Requests	23-04
Publication of responses to queries and requests	26-04
Deadline for Submission of Offers	03-05
Opening and evaluation	04-05 – 18-05
Invites for user test	23-05
User test with four highest scoring offers	11-06 – 15-06
Announcement of Results	20-07
Standstill period	03-08
Contract award & signing of the contract	03-08

Table 7: Indicative timeline of the tender procedure

9.5 Obligations in order to finalise the tender award

The subscriber shall participate in the user test as described in article 7.5.

10 OBLIGATIONS AFTER BEING AWARDED THE TENDER

- 10.1 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 (Annex D);
 - b. certified true copies of all certificates presented as documentation for the tender procedure.
- 10.2 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 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.

CHAPTER IV – FINAL PROVISIONS

11 FINAL PROVISIONS

11.1 General information

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

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

11.1.3 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 Service Contract (Annex D).

11.2 Breaches, non-compliance and penalties

11.2.1 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, over and above claiming reimbursement for any extraordinary expense incurred in ensuring that EUI activities continue to function regularly.

11.2.2 The Contracting Authority shall submit its complaints according to the procedure described in Article I.10 of the Draft Service Contract (Annex D).

11.2.3 The entity of the penalty shall be established in relation to the severity of the breach.

11.2.4 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 (ten thousand) for a hack of the subscriber's systems, leading to the disclosure of personal data;
- € 10,000 (ten thousand) for each breach of the confidentiality as described in Article II.5 of the draft service contract (Annex D).
- € 5,000 (five thousand) if the agreed uptime (see Annex D, draft service contract, article I.1.4) is not met at least ten months in each year.

11.2.5 Should more than one penalty 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.

11.3 Responsible Officer of the Contracting Authority

11.3.1 The Contracting Authority appoints the Director of the EUI's ICT Service as the Responsible Officer responsible for this tender procedure and contract.

11.3.2 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 contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

11.4 Reference person for the contract

11.4.1 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 eLearning Specialist designated by the Contracting Authority 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. propose to the Contracting Authority the application of penalties and, if necessary, the termination of the contract;
- e. manage and check all invoices issued by the Contractor.

11.5 Final provisions and annexes

11.5.1 Submission of a tender implies acceptance of all the terms and conditions set out in the invitation to tender, in this special tender specifications document 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.

11.5.2 These Tender specifications consist of four chapters, 41 pages and nine annexes, 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:

1. This Special Tender Specifications document (envelope 1);

2. Invitation to tender (envelope 1);
3. Annex A – checklist (envelope 1);
4. Annex B – Request to participate in tender (envelope 1);
5. Annex C – Declaration on honour on exclusion criteria and absence of conflict of interests (envelope 1);
6. Annex D – the Draft Service Contract provided by the Institute (envelope 1);
7. Annex E – Economic offer form (envelope 3);
8. Annex F – Project approach (envelope 2);
9. Annex G – References (envelope 1);
10. Annex H – Desired functionality sheet (envelope 2);
11. Annex I – User test scenarios