



INFORMATION and COMMUNICATION TECHNOLOGY SERVICE

OP/EUI/ICTS/2022/02

Special Tender Specification for the supply of On-Site and Overnight Support Services, of Systems Maintenance and Development, of Centralized Software Management and Office 365 support for the European University Institute

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YEAR 2022

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TITLE I

GENERAL INFORMATION ON THE CONTRACT

ARTICLE 1. PRESENTATION OF THE EUROPEAN UNIVERSITY INSTITUTE

The European University Institute (EUI) offers post-graduate and post-doctorate courses in the social sciences only. Founded by the [Convention](#) of 19/04/1972 (Law no. 920 of [23/12/1972](#) published in the *Official Journal no. 19 of 23/01/1973*) ratified by the Member States of the European Community in order to provide advanced academic training for PhD researchers and to promote research at the highest levels. The Convention includes the "Protocol on the Privileges and Immunities".

The EUI Community has approximately 1,300 members. Researchers, teachers, and administrative staff are selected mainly from among citizens of the Member States, but not exclusively.

The registered office is at the Badia Fiesolana in Via dei Roccettini in San Domenico-Fiesole (FI).

For more information please visit the official website at www.eui.eu.

ARTICLE 2. DEFINITIONS

"Contracting Authority", "Institute" and "Client" shall mean the European University Institute (EUI), which will be awarding the contract for the supply of 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 services that are the object of these STS.

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

"Service in Charge of the tender procedure" shall mean the EUI's Information and Communication Technology Service (ICT Service).

"RDG" and "SNG" are teams or functions organized inside the ICT Service

ARTICLE 3. OBJECT OF THE CONTRACT

The Institute is launching this tender procedure in order to enter into a "Service Contract" with a company that will be awarded the tender for the management of an On-Site Support Service providing Systems Development and Maintenance, Second level of support for any client-related and end-user issue, Office 365 and Exchange Online services management as well as the Centralized Management of all software in use at the Institute. This resource will be included in the RDG team, that is a function of the SNG service, part of the main ICT Service of the EUI.

The tender also includes the provisioning of an off-hour and overnight remote support for the management of incidents, alarms or malfunctioning of services pertaining the area of competence of this Service Contract.

The Contractor shall supply the services that are the object of this procedure at its own risk and with its own autonomous organization, in full observance of the terms and conditions of these Special Tender

Specifications, including all its annexes, the Invitation to Tender letter, the Service Contract and the documentation submitted by the Contractor as part of its bid.

The On-Site Technical and Systems Support Service shall comprise:

- Second level technical support
- First level technical support in special cases
- Group Policies creation and management
- Workstations Antivirus service monitoring and management
- Management and maintenance of Microsoft SCCM Infrastructure
- Management and maintenance of Intune and related Azure Services
- Software Packaging and remote distribution (Windows, Macintosh)
- Office 365 services monitoring, management and support (Accounts and licenses management, OneDrive, Teams, Dynamics and any other applications provided on Office 365, services status checking and monitoring)
- Exchange Online and Exchange-on Premise management and support (mailbox creations, distribution lists creation and management, e-mail related issues support and troubleshooting, emailing systems monitoring and maintenance)
- Publication of technical procedures for end users and first level technicians
- Zoom Service monitoring, management and support
- Any other end-user service-related, client management technology and support activities that may be introduced in the Institute in the future.

Due to the nature of the requested service, participants are asked to propose only one candidate as main and responsible technician on duty, who shall be physically present On-Site, and a single backup resource to be used during the emergency and/or absences of the main technician. The off-hours and overnight support service can be covered by different and qualified technicians.

Participants are asked to provide the curriculum of each member of the candidates involved in the service, specifying whether they are proposed as main technician, backup or off-hours support. Furthermore, participants are asked to provide a list of projects and / or implementations accomplished with other customers, always related to the subject of this request. The Institute reserves the right, subject to prior notice to the Company, to contact the reference to verify its veracity.

ARTICLE 4. CONTRACT INFORMATION

The Service contract concluded at the end of this procedure will be based on the Draft Contract. It will be supplemented by this STS and its annexes, by the invitation letter and by the offer presented by the company during the tender and of all the attached documentation.

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 3 of the Invitation Letter. 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.

The Contract shall NOT be assigned to third parties.

ARTICLE 5. DURATION OF THE CONTRACT

12 (twelve) consecutive months from the date of signature of the parties, automatically renewed twelve months at a time, up to a maximum of 6 (six) times, except for the terms laid out in the termination clauses (see Article II.14 in the Draft Contract).

ARTICLE 6. ESTIMATED VALUE OF THE CONTRACT

The maximum presumed amount of the tender is **€80.000,00** (eighty thousand /00) per annum, excluding VAT, for a total amount of **€560.000,00** (five hundred sixty thousand/00) for the **7** (seven) years of overall duration of the contract.

The indicated value was determined on the basis of previous services of a similar nature already subscribed by the Institute in previous years. This estimate is to be considered valid only for the purpose of establishing the presumed overall value of the tender.

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 provision of services.

ARTICLE 7. PREMISES WHERE THE SERVICES WILL BE CARRIED OUT

The list below shows the current premises and residences of the European University Institute. The Company shall undertake to guarantee the service covered by the Service Contract also for any future sites that may be opened during the contractual period.

Institutional sites

- **Badia Fiesolana,**
Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Convent of San Domenico**
Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Villa il Poggiolo**
Piazza Edison, 11 - 50133 Firenze
- **Villa La Fonte**
Via Delle Fontanelle, 10 – 50014 San Domenico di Fiesole (FI)
- **Villa Schifanoia**
Via Boccaccio, 115/121 – 50133 Firenze
- **Villa Salviati**
Via Bolognese, 156 – 50133 Firenze
- **Palazzo Buontalenti**
Via Cavour, 65, - 50129 Firenze

TITLE II

GENERAL CHARACTERISTICS OF THE SERVICES

ARTICLE 8. GENERAL DESCRIPTION OF THE SERVICES

The main activity object of this procedure is the administration of client-management solutions such as Microsoft Endpoint Configuration Manager (SCCM) and Intune and the management of cloud-based solutions such as Office 365 services and Exchange Online. During his/her day-to-day activities as member of the RDG team, the appointed technician will be requested to accomplish the following duties:

Second level technical support

One of the main activities that is the object of this tender procedure is the daily flow of systems support requests generated by the Institute's internal Help Desk ticketing. This activity constitutes the main part of the "On-Site Technical and Systems support service" as well as the standard daily activity. The technician will have to provide prompt support, either via email, phone or in-person to EUI end users and to the first line of technical support provided by the EUI Site Officers technicians. The areas of support will mainly include remote software installation and troubleshooting, desktops and laptops configuration issues, Office 365-related issues, email-related requests for assistance, Zoom service support and troubleshooting activities, User Accounts licensing, multifactor authentication and sign-in issues both for the Active Directory on premise infrastructure and Azure platform. In specific or emergency cases, when a brand-new technology has been adopted or during pilot projects for the introduction of new solutions promoted by the ICT Service, it will be requested to provide First Level technical support as well.

Group Policies creation and management

The technician will be asked to implement Group Policies Objects on the Active Directory infrastructure to apply settings on domain-joined PCs and on user accounts. Documentation, test plan and maintenance activities related to GPOs might be requested.

Workstations Antivirus service monitoring and management

EUI implements Windows Defender ATP as Antivirus solution. The technician will have to take care of the remote installation and update of the antivirus, manage the configuration of the antivirus both from SCCM and Intune for Windows and Macintosh devices. It will also be required to monitor the status of the antivirus configuration on PCs, to monitor the status of the ATP service and to perform support and troubleshooting of client-related issues concerning the antivirus.

Management and maintenance of Microsoft SCCM Infrastructure

Of major importance in the activities related to the management of all the clients physically connected to the EUI campus LAN, Microsoft Endpoint Configuration Manager (SCCM) is the main system used to perform the following tasks:

1. Structural maintenance

2. Patch Management
3. Software Distribution
4. Update and Deployment of core images

1. Structural maintenance

The SCCM infrastructure, that consists of a Single Primary site with two distribution points, will be diligently managed and maintained. Regular updates of the infrastructure will have to be scheduled, notified and performed according to a well-detailed plan. Every system maintenance activity will have to be performed considering the minimum downtime or impact to the EUI community. A daily check of the infrastructure health will have to be performed according to a pre-approved procedure. Every problem, error or failure identified during the check will have to be promptly reported to the RDG team responsible.

2. Patch Management

The Patch Management shall be handled entirely from the SCCM and involves identifying patches to be distributed, downloading them, testing them on a target Collection, installing and deploying them, and monitoring to ensure their successful distribution. Special attention shall be devoted to the distribution of “critical” security patches and to the distribution of major updates that might have an impact on the productivity of the Institute. A post-installation follow-up and support activity might be performed by the technician. The rollout schedule of the updates will have to be discussed and agreed with the team coordinator in advance.

3. Software Distribution

At the Institute the software that is distributed is varied, wide-ranging and constantly in need of updating. The software is classified in three macro-categories, based on its end use: Software for Research, Software for Administration and Basic Software. The following is a list – given as an example and in no way to be considered as a complete list – of the Software currently packaged, in use for Research and Administrative purposes:

Microsoft Office 365

Adobe suite

Stata

Endnote

MATLAB

Stat Transfer

R and RStudio

SAP

ArcGIS

Zoom client

Zotero

Whenever a new release of the product appears, the package will need to be tested, updated and distributed. In order to manage these activities correctly, the Support service must be equipped with satisfactory testing tools. Before releasing a new major version of a widely used research software, a formal approval by the Research community will be necessary. For the packaging and distribution of a software application, technicians shall first carry out a study of the possible installation methods. According to the specific needs, applications can be remotely installed through a massive distribution or being published for an on-demand installation.

4. Update and Deployment of Core Images and builds

Creation of build images to be installed on all the standard EUI desktops is one of the core activities comprised in this tender. By using SCCM and task sequences, build images will be regularly created and maintained as to ensure that new PCs installations are always in line with the ICT defined standards.

Management and maintenance of Intune and related Azure Services

The remote management of laptops, Apple devices and other portable devices is performed through Microsoft Intune. This solution will rapidly become the replacement of SCCM and therefore the same tasks currently performed on SCCM will also be accomplished in Intune. Amongst the main responsibilities of the technicians there will be: the management of the software updates, software packaging and remote software distribution for both Microsoft and Apple devices, Intune monitoring, troubleshooting and reporting activities. Currently about 250 devices are being managed by this cloud-based solution but we foresee a complete transition towards Intune within the next two years.

Office 365 services monitoring, management and support

The technician will be asked to operate and manage on all the available Office 365 services, including Dynamics, Teams, OneDrive, User Management, Security and Compliance. Amongst the main day-to-day activities to be performed, the technician will be requested to:

1. Check user accounts and verify Office 365 licenses assigned and eventually modify the licensing assignation. Provide reports about the licensing status, numbers and eventual license warnings or potential errors.
2. Assist the Communication Service to troubleshoot specific issues affecting Microsoft Dynamics, particularly in terms of updating or performing restart of the service
3. Apply changes to the OneDrive, Teams and Sharepoint configuration policies
4. Verify users sign-ins and assist in case of problems, operate on users Multifactor configuration in case of need, check the Security And Compliance dashboards to verify the secure score of managed users and devices and reports cases of missing compliance with Microsoft baselines.

5. Monitor the availability of the Office 365 services and inform accordingly in case of service disruptions.
6. Inform the RDG team responsible in case of upcoming changes in the Office 365 environment announced by Microsoft that might have an impact on the Institute
7. Open support requests to Microsoft in case of need

Exchange Online and Exchange-on Premise management and support

One of the most critical activities that will have to be performed by the technician relates to Exchange services management and support. The technician will be requested to constantly monitor the ticketing system and promptly act when Exchange or email-related requests arrive. In particular the technician will be requested to:

1. Create, manage and maintain distribution lists and shared mailboxes according to ICT service well defined standard and procedures.
2. Promptly create new user account mailboxes and take care of the user accounts configuration as per ICT service procedures and per established SLAs
3. Prepare the necessary documentation for User Support Team, HR service and end-users concerning Exchange services-related activities and user account configuration
4. Promptly operate in case of notified issues related to email services such as emails being blocked by internal spam system, users being identified as phished accounts, internal users acting as spammers, emails not being received, users receiving NDR messages, users not being able to access shared mailboxes, users needing to amend personal information on the Global Address List, requests to amend email addresses or display names.
5. Monitor the on-premise Exchange infrastructure and the Exchange On-line service health
6. Coordinate with SysWin team the updating and restart of the internal Exchange Server
7. Monitor, manage and maintain the internal SMTP server and perform necessary troubleshooting when problems are identified.
8. Produce reports concerning Exchange Online and User accounts configuration
9. Any other task related to email services that may apply

Publication of technical procedures for end users and first level technicians

Under the coordination and supervision of the RDG team responsible, the technician will be requested to prepare, in a well written English, technical procedures for first level technicians and/or end users. It will be important to prepare, communicate and maintain all the RDG Service-specific technical procedures or instructions. Every configuration change that has an impact on the production or the introduction of a new technology will always have to be properly documented and communicated to the relevant parties. All the procedures will have to be regularly reviewed and, in case, amended and circulated.

Zoom Service monitoring, management and support

The EUI currently has a Zoom subscription with about 300 individual licenses, 11 webinar licenses and 6 Zoom Rooms. The Zoom client is installed on any desktop, laptop and Mac in the Institute. Any EUI member is entitled to a free and time-limited subscription to the Zoom service.

Responsibility of the RDG team, and therefore of the appointed technician, will be the Zoom client distribution and constant updating on all the EUI computers, both managed through SCCM and/or Intune. The technician will also have to apply Zoom configuration changes for all the Zoom accounts and Zoom rooms being part of the global EUI Zoom subscription. The technician will also be requested to create accounts on the Zoom portal and to assign or remove licenses when necessary. Troubleshooting activities related both to the Zoom client installation on PCs and to the Zoom conferencing system might be requested as well.

Pilot projects and introduction of new technologies

The ICT service always seek to provide the newest and state-of-the-art technologies to the Institute, therefore RDG team will be often involved in the preparation and implementation of pilot projects for the introduction of new technologies and solutions to better serve the EUI community. When these projects are being implemented the appointed technician will be requested to:

- Promptly learn the new technology object of the implementation
- Act as first line of support for pilot testers and during the initial phase of the production roll-out of the new solution
- Constantly prepare and update documentation upon request
- Act as focal point with the ICT Site Officers that will have to become the future first line of support of the new technology
- Moreover, the resource will have to promptly respond to questions, information requests and tickets and visit all the EUI sites to assist in person the pilot users or to cooperate with the ICT Site Officers.

Overnight support

The company will be requested to organize an off-hour and overnight remote support to intervene in case of incidents, alarms or malfunctioning of the following services pertaining the area of competence of this Service Contract:

- **Exchange Online service:** EUI mailboxes are able to send and receive emails
- **Azure Active Directory authentication service:** EUI accounts are able to authenticate and sign-in to Azure and Office 365 services successfully (webmail and other Office 365 published applications)
- **Teams and Onedrive Services:** EUI accounts are able to access and operate on these services without disruption

It is considered an incident, and therefore the SLA obligations apply (see **Article 15**), only when the above-mentioned services have been unavailable for a prolonged period of more than twenty minutes and more than 25% of EUI population is affected by that malfunction.

This service must be available from 6 PM to 7 AM, from Monday to Friday and for the whole day (24 hours) on Saturday and Sunday, every day of the year (See Annex II-F for detailed calendar). The overnight support

must be performed remotely and will only be involved upon notification from a centralized monitoring service implemented by the ICT service and operated by an appointed Company. Upon notification from the ICT monitoring service the awarded company will have to promptly (see **Article 15**) perform an assessment of the indicated affected service and, by following clearly defined and detailed procedures provided in advance by the ICT service, verify, troubleshoot and solve the service malfunction and promptly report accordingly. The overnight support intervention is to be considered completed when the malfunctioning is solved through the implementation of the ICT procedure or, in case the procedure is not able to restore the service or configuration to its original working state, by promptly contacting and escalating to the designated responsible of the RDG team. Every overnight support intervention and action performed must be recorded, detailed and communicated through previously indicated channels.

ARTICLE 9. SERVICE PROVISION

The Technical and Systems Support activity is the central element of the service to be provided. This activity shall be carried out through the On-Site presence of one full-time staff member (about 225 days/yr), present every working day of the year except for the periods when the Institute is closed for holidays (about 35 days/yr – see Annex II-F), and responsible for the duties described in detail in **Article 8**

In order to ensure, however, that this employee can be adequately replaced in case of illness or vacation, the Contractor shall set up a Support Team made up of at least two persons: the appointed technician who will cover the full day regular service and will ensure his/her presence on-site every day and a backup resource, plus a Supervisor. Part-time solutions will not be accepted for the resource appointed as the primary on-site technician involved in the service.

Should one or more members of the Support Team be replaced, the Contractor shall inform the Contracting Authority, which reserves the right to interview the proposed replacement(s) before granting its approval.

The members of the Support Team shall interact with the internal members of the SNG team and with the Support Team (internal Help Desk), who normally receive, manage and respond to all requests for support.

The Contractor undertakes to provide the contracted Systems Support services as follows:

On-Site: Work days (about 225 days per year)

Monday to Friday: working hours 8:30 am to 5:30 pm with a lunch break normally taking place between 1 pm and 2 pm.

The on-premise service shall be suspended on major holidays and on specific dates decided by the Contracting Authority. Generally speaking, services will be suspended on and around the major festivities of 2022 (about 35 days/yr – see Annex F).

Since the EUI is a truly international institution, the services to be provided shall also need to be international in nature. All written communications and most spoken exchanges will be with colleagues who are native English speakers: therefore, staff will be required to have a sound and proven knowledge of the English language.

ARTICLE 10. CONTRACT SUPERVISOR

The Company shall appoint a Supervisor entrusted with the supervision of the supply and related services on a continuous basis. The name and contact details (mobile number and email address) of the Supervisor shall be communicated **in writing** to the Institute when the contract is signed.

The official appointment of a Supervisor is a condition for the signing of the Contract.

The Supervisor shall ensure that the provisioning of the services is provided according to the terms and conditions of this STS, including the annexes, and in observance of all declarations made in the Offer. The Supervisor shall ensure that all members of staff involved in providing the service comply with the envisaged functions and tasks.

The Contract Supervisor shall be the single person in charge of the contract and shall be in constant communication with the EUI's offices in charge of ensuring that the provisioning of the services operates correctly.

Any communication, including complaints of breaches or instances of non-compliance, made by the EUI to the Company's designated representative shall be deemed to be submitted directly to the Company.

In the event of the Supervisor's absence or impediment (due to vacation, illness, etc.), the Company shall ensure that s/he is replaced by a person approved by the EUI, and provide the replacement's name, phone number, email address and indicate the replacement period.

The Supervisor shall communicate all information on activities performed, on problems detected and on proposed solutions solely to the EUI's Responsible Officer and to the Person in Charge of the Contract (**Articles 31 and 32** of this STS), on pain of specific penalties and/or disciplinary sanctions at the discretion of the Institute.

The Contract Supervisor's duties include, but are not limited to:

- dealing with the Contracting Authority
- ensuring compliance with **Article 9, 14, 15 and 16**
- managing complaints on the part of the Contracting Authority for any disruption or delay in service.

Part II – Staff involved in the service

ARTICLE 11. TECHNICAL STAFF

The services requested by this Service Contract will be carried out by the successful tenderer under its own exclusive responsibility and with the help of its own staff.

The Company must entrust the service with people of proven ability, honesty and morality and able to maintain a dignified and irreproachable demeanor, confidentiality and correctness. Staff must be available for collaboration both with the Institute staff and with other external service providers.

All staff proposed by the Company must have excellent knowledge of English (written and oral) in order to be able to relate via e-mail, telephone and / or in person with the technical staff and / or with the administrative and academic staff of the Institute.

ARTICLE 12. SKILLS AND QUALIFICATIONS: REQUIREMENTS FOR SUPPORT STAFF

Each person indicated by the Company to carry out the tasks required by this tender, without exception, must have the following minimum requirements:

1. Excellent knowledge of English (spoken and written)
2. Specific experience as SCCM and Intune System Senior administrator in the ICT sector for at least 4 years
3. Deep knowledge of Azure and Office 365 services
4. Excellent knowledge of Exchange Online
5. Excellent knowledge of Windows 10, deployment techniques and relevant security features
6. Excellent knowledge of Powershell Scripting
7. Deep knowledge of Active Directory services
8. Good knowledge of Mac OS

All the technicians and the Supervisor must have a car, in order to get to the main place of work and to be able to get independently to each of the EUI's premises, if and when needed.

A demonstrable experience in the management of similar systems in the academic field will also be taken into consideration in the evaluation process that will score the candidates.

Relevant Microsoft Certifications such as Microsoft: Expert - M365 Enterprise Administrator” and/or “Associate - M365 Modern Desktop Administrator” and any other Microsoft certifications related to Office 365, Azure and SCCM will be greatly taken into consideration and will be considered an advantage.

ARTICLE 13. PERSONNEL SELECTION PROCESS

In order to evaluate the technical knowledge of the candidates, participants in the tender are required to provide the following information:

1. Name and surname of the person, including the residential address.
2. Curriculum Vitae (compulsorily filled in according to the scheme in Annex II-C)

ARTICLE 14. SLA (SERVICE LEVEL AGREEMENT) FOR THE ON-SITE SERVICE

In daily activities and when on service, the appointed technician undertakes to constantly monitor the Ticketing System and the Service mailboxes that will be provided by the Institute. They will be configured to receive notifications and requests for support sent by both users of the Institute and by IT service staff during the Office working hours (8:30 am - 5:30 pm) on all days of the Institute's activities.

The resource undertakes to take charge of the problems and to provide an answer to any support request received in the mailbox or in the Ticketing System within 2 (two) hours of receiving this request. Moreover, during the official working hours, the technician will always be available via phone (to be provided by the Company) and on Microsoft Teams.

The technician commits to properly **complete and close** any request concerning accounts provisioning or mailbox provisioning-related request (shared mailbox creation, distribution list creation, user mailbox creation) within 5 working hours.

ARTICLE 15. SLA (SERVICE LEVEL AGREEMENT) FOR THE OVERNIGHT SERVICE

The overnight support service undertakes to take charge of the problems and to provide an update to any support request received within 15 (fifteen) minutes.

In case the overnight service cannot successfully solve the issue within 60 minutes from the moment of the issue notification, the incident will be promptly escalated to the RDG service team leader both via phone and via email

Every action taken by the overnight support service must be documented in detail and sent to the RDG service team leader within 8:30 AM of the following day.

ARTICLE 16. STAFF TRAINING

To ensure that the service meets the quality standards required by the Contracting Authority, the Contractor shall plan to hold training sessions and updates for all its staff members that are involved in providing the services that are the object of this tender.

The Tenderer shall include in its Technical Report a chapter describing in detail its plan for training courses for its staff. This training activity, as described in the Technical Report, shall take place during the entire period of the contract. Every year the Contracting Authority will send a formal communication to the Contracting Authority detailing the training and the technical certifications undertaken and accomplished by the contracted members of the team.

TITLE III

QUALITY CONTROL AND CONFORMITY OF THE SERVICES

ARTICLE 17. CHECKS AND INSPECTIONS

The verifications of conformity aim to certify that the services contracted have been carried out properly in technical and functional terms, in accordance and compliance with the rules, conditions, terms and requirements described in this STS and/or offered during the tendering procedure, if improved.

During the entire duration of the service contract, the Institute checks that the quality level of the service provided is maintained. In the event that a member of the support team no longer provides the consultancy service at a level considered acceptable, the Institute may request his/her replacement. In such an event, the Contractor shall provide for a replacement within 10 (ten) working days, and such a replacement shall not give rise to any further expenditure for the Contracting Authority. The latter must meet the technical characteristics laid down in Article 11 and 12

TITLE IV

OBLIGATIONS AND LIABILITIES IN THE EXECUTION OF THE SERVICES

ARTICLE 18. OBLIGATIONS AND CHARGES TO BE BORNE BY THE CONTRACTOR

The Company shall bear all the obligations and charges relating to the service covered by this procedure, in compliance with the existing laws on environment, health, safety and hygiene in the workplace. The Company is also bound by the provisions included in this STS, in the Annexes enclosed to its tender and in the invitation Letter.

The Company shall be held directly accountable for any bodily injury and/or property damage and any damage caused directly or indirectly to the EUI, members of the EUI-community, itself or third parties; any compensation shall be borne completely and exclusively by the Company.

The Company agrees to hold harmless and indemnify the Contracting Authority against any damage as well as criminal and civil liability towards third parties and/or property, directly and indirectly, also as a partial result or consequence of the services covered by the execution of the service.

For all its employees, worker members, representatives and/or collaborators in various capacities, the Company undertakes to respect and ensure compliance with its Personal Data Protection Policy as per the Decision of the President no. 10 of 18 February 2019, which can be consulted on the following page:

<https://www.eui.eu/About/DataProtection>

ARTICLE 19. SAFETY PROVISIONS

In order to ensure safety in the workplace, the Company is required to adhere strictly to the legislation on the protection of the health and safety of workers referred to the current legislation on this matter.

All the activities relating to the services covered by this STS must be carried out in such an orderly manner, and including all necessary precautions, as to prevent any damage or injury to working staff and third parties, and not to cause damage to floors, furniture, doors and jambs, walls and paintwork, etc.). In the Annex II-E is described the EUI Emergency Plan.

For any further details on the matter, please refer to the contents of “**Service Contract**”, specifically in the **Article I.11**.

ARTICLE 20. INSURANCE POLICY

Regarding the obligations entered into with the presentation of its tender, the Company expressly relieves the Contracting Authority from any and all liability in the case of accidents or damage suffered by persons, things, vehicles and valuables whether of the Institute, the Company or third parties and occurring due to the activities performed in the effectuation of their service.

To participate in this tender, each tenderer must demonstrate that they have taken out one or more policies with a leading insurance company to cover the Company’s civil liability, including its employees, contractors, or subcontractors, towards the Contracting Authority, other third parties, and towards employees or associates.

The guarantee ceiling should be appropriate to the activities covered by this Service Contract, including all the additional and complementary operations and activities necessary, with no exclusions or exceptions, and shall not in any case be less than Euro 5.000.000,00 per claim, for persons and things.

Each tenderer is asked to present a copy of these policies in their tender in support of administrative documentation.

For any further details on the matter, please refer to the contents of “**Service Contract**”, specifically in the **Article II.3 Liability**.

TITLE V

NON-COMPLIANCE AND PENALTIES

ARTICLE 21. SANCTION AND PENALTY MECHANISM

The Company has an obligation to set up a structure which can ensure that every ordinary or on-request service is carried out in accordance with the timeframes and procedures envisaged by this STS.

The Contracting Authority may, at any moment, carry out checks and inspections on the proper fulfilment of the services contracted.

The Institute reserves the right to terminate the Service Contract without applying any penalty, in the event that the Company is no longer able to guarantee the quality level stipulated in the tender documents (see **Article 17**).

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 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.

The application of penalties is governed by **Article I.10** of the Draft Contract.

1. In the event of the Contract Supervisor not being replaced during vacation, illness, etc. (see Article 14), the Company shall be charged a penalty of € 100 for each day of delay.
2. In the event that more than 50% of the monthly support requests (when a minimum of 30 support requests have been received within the month) have not been managed within the specified SLA (see **Article 14**), the Company shall be charged a penalty of € 250
3. During the overnight service, despite a proper notification of incident has been sent to the Company, in the event no action is taken, proper escalation is not performed, or SLA (see **Article 15**) is not respected, the Company shall be charged a penalty of € 500
4. For each instance of failure to observe working hours, without suitable justification, reiterated more than three times within one month, the Company shall be charged a penalty of € 250;

Should more than three penalties be applied during one semester, 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 supplier, 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.

The EUI shall be notified of any force majeure causes delaying the activities governed by these STS; notification shall be sent by the Company, by registered letter with acknowledgement of receipt, preceded by an urgent pre-notification sent by email to the Director of the EUI's ICT Service; the Company shall provide evidence of said force majeure causes, upon pain of losing any right to invoke them, to the ICT Service at the European University Institute, Piazza Edison, 11 – 50133 Firenze (FI).

TITLE VI

EXCLUSION, SELECTION AND AWARD CRITERIA

ARTICLE 22. EXCLUSION CRITERIA

Tenderers must not be in one of the exclusion situations listed below:

- a. Are Bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- b. Have been convicted of an offence concerning their grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations.
- c. Are not in compliance with the obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of those of Italy being the country of establishment of the Institute;
- d. Have been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;
- e. Have been in serious breach of a contract financed by the Institute or have been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f. Are subject to an administrative penalty for being guilty for grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 19/2018 of 16th May 2018)).

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- g. Are subject to a conflict of interest;
- h. Are guilty of misrepresentation in supplying the information required by the Institute as a condition of participation in the contract procedure or fail to supply this information.

Evidence requested:

Tenderers must certify that they are not in one of the exclusion situations by providing in the tender a signed and dated Declaration on Honour available in Annex II-B. In case of a consortium submitting an

offer, or in case of subcontracting, such declaration on honour should be included in the offer for each member of the consortium and for each identified subcontractor.

In addition, the Contractor shall provide, within 15 days following notification of award and preceding the signature of the Service Contract, the following documentary proofs to confirm the declaration referred to above:

- For points a, b, d and e: a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For the situation described in point (c) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Where the document or certificate referred to above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative

EUI reserves the right to verify the information and to request further supporting evidence prior to the signature of the Contract.

ARTICLE 23. SELECTION CRITERIA

To participate in the tender, Tenderers must be in possession of every one of the below-outlined requisites. Tenderers in default of any single requirement will be excluded from the tender.

General requisites

- a) Criminal record certificate for each expert proposed for the services
- b) 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;
- c) 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;
- d) 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 tender; and therefore that the tender submitted is profitable, and that the company undertakes to hold said tender valid and binding for **one-hundred-and-eighty (180) days**, starting from the deadline for submission of the tender;

- 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 (if applicable);
- f) Declaration of being in compliance with the labour regulations governing the right to work of persons with disabilities and of being in compliance with the current environmental laws and regulations;
- 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 (if applicable);

General 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 this 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) Declaration that, over the previous three years (**2019-2020-2021**), the Company's overall global turnover, excluding VAT, was not lower than **€480000 (four hundred eighty thousand/00)**;
- k) Declaration that the Tenderer is currently executing and/or has executed over the previous three-year period (**2019-2020-2021**) 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.
- l) Possession or proof of activation of the procedure for the obtaining of the **ISO 9001** certification.

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

ARTICLE 24. AWARDING CRITERIA

Only those Tenderers that meet all the requirements listed in **Article 23** and are compliant with exclusion criteria listed in **Article 22** shall be eligible for the next stage of the procedure, the technical and qualitative evaluation.

The tenders that are awarded at least the minimum technical score of **30/60** will be eligible for the economic evaluation.

The Contract shall be awarded according to the principle of the "**Most economically advantageous tender**", based on the internal Evaluation Committee's assessment: out of a maximum score of **100**, each tender shall be awarded points according to the following parameters:

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

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

$$\text{TENDER TOTAL Score } T = Q \text{ (Technical and Quality Evaluation) } + P \text{ (Economic Evaluation)}$$

The Tenderer whose tender obtains the highest final score (T) is the Tenderer who will be awarded with the Service Contract.

In case of award, the Technical Offer integrates the provisions of the STS and will be an integral part of the contract.

ARTICLE 25. ATTRIBUTION OF POINTS RELATIVE TO TECHNICAL AND QUALITATIVE ASPECTS OF SERVICE

For the evaluation of the technical, qualitative and economic aspects of the supply of the related services required by the tender, the scores shown in **Table 1** will be assigned.

The classification will be established based on the highest score (provided that the minimum requirements are met). **It will be cause for immediate exclusion to have obtained a score of zero (0) in sections A1.1 or A1.2 (Qualitative Aspects).**

The A1 parameter scores are calculated according to the following formula: *Maximum Score * Coefficient* (ex. $12 * 0.75 = 9$)

Table 1: Technical, qualitative and economic aspects

DESCRIPTION		MIN SCORE	MAX SCORE
A1	QUALITATIVE ASPECTS		
	A1.1	DEFINITION OF THE SUPPORT, OVERNIGHT AND STAFF TRAINING PLAN	0 10
	A1.2	ASSESSMENT OF THE PROPOSED TECHNICAL STAFF	0 50
A2	EVALUATION OF THE ECONOMIC OFFER		
	A2.1	ANNUAL PRICE FOR THE SUPPLY OF ON-SITE SUPPORT SERVICES, OF SYSTEMS MAINTENANCE AND DEVELOPMENT, OF CENTRALIZED SOFTWARE MANAGEMENT AND OFFICE 365 SUPPORT	0 35
	A2.2	ANNUAL PRICE FOR THE SUPPLY OF OVERNIGHT MONITORING AND FIRST LEVEL SUPPORT SERVICE	0 5

Table 1 - Scores for the technical, qualitative and economic aspects

Concerning criterion **A1.1**, it should be noted that the coefficients will be attributed in accordance with the indications in Table 2 below.

Table 2: A1.1 Parameter Scoring Criteria		
Evaluation	Description	Coefficient
Excellent	Well-structured service developing clearly, precisely and thoroughly the topic requested, and bringing added value with respect to the Contracting Authority's expectations as specified in the STS.	1,00
Good	Well-structured service developing clearly, precisely and thoroughly the topic requested, in line with Contracting Authority's expectations as specified in the STS.	0,75
Satisfactory	Acceptable service, clearly defined modalities but not in line with Contracting Authority's expectations as specified in the STS	0,50
Unsatisfactory	Project that is vague, lacking and inadequate.	0

Table 2 - The quality coefficients in table 2 will be applied for items **A1.1** in **Table 1**

Table 5 - Quality coefficients for D1		
Evaluation	Description	Coefficient
Excellent	Well-structured service developing clearly, precisely and thoroughly the topic requested, and bringing added value with respect to the Contracting Authority's expectations as specified in the STS.	1,00
Good	Well-structured service developing clearly, precisely and thoroughly the topic requested, in line with Contracting Authority's expectations as specified in the STS.	0,75
Satisfactory	Acceptable service, clearly defined modalities but not in line with Contracting Authority's expectations as specified in the STS	0,50
Poor	Mediocre report, lacking detail, structure or not adequately developed.	0,25
Unsatisfactory	Project that is vague, lacking and inadequate.	0,00

As for the score that will define **A1.2**, it will be composed of the sum of the scores obtained by the primary proposed resource in the individual criteria of **Table 3**. If a company proposes more than one possible candidate for the service, the **A1.2** score will be composed of the average of the score obtained by each individual resource proposed for the service.

To achieve technical suitability, each criterion from **A1.2.1** to **A1.2.5** must reach the Minimum Score indicated, under penalty of exclusion of the resource from the tender procedure.

Table 3 – Staff Evaluation Score for A1.2

DESCRIPTION		MIN SCORE	MAX SCORE
SKILL AND COMPETENCIES OF SUPPORT STAFF			
A1.2.1	Knowledge of SCCM and Intune	9	18
A1.2.2	Knowledge of Azure and Active Directory	4	8
A1.2.3	Knowledge of Exchange Services	6.5	13
A1.2.4	Knowledge of the English language	1.5	3
A1.2.5	Previous experience in similar roles	4	8

Quality scores will be applied for each individual criterion from A1.2.1 to A.1.2.4 in Table 3 as indicated in **Table 4** below.

Evaluation	Description	Coefficient
Excellent	Requirements, knowledge and certifications possessed are of a decidedly high level, bringing added value compared to the expectations of the Contracting Authority.	1,00
Good	Requirements, knowledge and certifications possessed are completely satisfactory.	0,75
Satisfactory	Requirements, knowledge and certifications held in line with the provisions of the STS.	0,50
Poor	Requirements, knowledge and certifications possessed partially unsatisfactory	0,25
Unsatisfactory	Requirements, knowledge and certifications possessed largely unsatisfactory	0,00

Quality scores will be applied to criterion A1.25 in Table 3 as indicated in **Table 5** below.

Evaluation	Description	Coefficient
Excellent	Demonstrated experience in similar roles for more than 8 years	1,00
Good	Demonstrated experience in similar roles for more than 6 years	0,75
Satisfactory	Demonstrated experience in similar roles for more than 4 years	0,50
Poor	Demonstrated experience in similar roles for more than 2 years	0,25
Unsatisfactory	None or insufficient experience in similar roles	0,00

ARTICLE 26. ALLOCATION OF SCORES RELATING TO PRICE

The maximum score achievable for the price P (40 points) will be awarded to the Tenderer who offers the best cumulative price P

$$P = (P1+P2) = 40$$

The other companies will be awarded different scores (rounded off to the second decimal figure, if necessary) calculated in proportion to the ratio between the best price and the price offered by each Tenderer.

As for the score that will define **A2.1**, the following formula will be applied:

$$P1 = 35 \times \frac{\text{Best price}}{\text{Price offered}}$$

where P1 = points (score) awarded to the offer.

As for the score that will define **A2.2**, the following formula will be applied:

$$P2 = 5 \times \frac{\text{Best price}}{\text{Price offered}}$$

where P2 = points (score) awarded to the offer.

TITLE VII – ADMINISTRATIVE INFORMATION

ARTICLE 27. SUBCONTRACTING AND OUTSOURCING

The Service Contract may not be reassigned, on pain of annulment.

Subcontracting **is not** allowed in accordance with the provisions of **Article II.7** of the Service Contract provided by the Institute and specified in detail in the tender documents.

In the event of a breach of the rules indicated above, without prejudice to the right of the Contracting Authority to compensation for any damage and expenditure, the Institute reserves the right of resolving the Contract by law.

ARTICLE 28. PAYMENT METHOD

The Contracting authority will make payment within 60 (sixty) days of receipt of invoice, in accordance with the arrangements specified in **Articles I.4** and **II.15** of the Service Contract.

ARTICLE 29. REGULAR PRICE REVISION

The amount due by Contract for the services to be provided may be reassessed on the basis of **Article I.3.2** of the Service Contract.

Title VIII - FINAL PROVISIONS

ARTICLE 30. GENERAL INFORMATION

All aspects of the procurement procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.6/2015 laying down the EUI's regulatory and financial provisions, and with the President's Decision No.16/2018 on Public Procurement, all of which are available on the EUI's website: <https://www.eui.eu/About/Tenders>

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

The rules governing the future relationship between the Contracting Authority and the Contractor that is awarded the Contract, 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 provided by the Institute and included in the tender documents.

ARTICLE 31. PERSON RESPONSIBLE FOR THE CONTRACT

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

The Responsible Officer shall be in charge of all exchanges and communications with the Company that is awarded with the Service 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.

ARTICLE 32. CONTRACT CONTACTS

In order to ensure that the Service Contract is performed satisfactorily and to guarantee a correct contractual relationship with the Company that is awarded with the Contract, the ICT Service's Contract Manager shall be the Reference Person for the Service Contract. Among other tasks, the Reference Person shall:

5. act as contact person for all operational exchanges with the Company;
6. submit all requests for support and intervention whenever changes and/or new provisions are needed, throughout the duration of the Contract;
7. oversee the correct performance of the service and verify the results;
8. where necessary, and on the basis of serious and proven motives, demand that a member of the Company's staff be removed from the premises and replaced;
9. propose to the Responsible Officer, see Article 31 above, the application of penalties and, if necessary, the termination of the Service Contract;
10. check all invoices issued by the Company, initialling them in approval.

ARTICLE 33. REQUISITES TO BE AWARDED THE CONTRACT

The successful tenderer, on a date fixed by the Contracting Authority for the purposes of the final award, must submit:

1. a copy of a Non-Disclosure Agreement for all employees (see **Annex II-G**_Declaration of confidentiality_NDA);
2. a copy of any certifications held to demonstrate possession of all the requisites declared during the tender.

Please note that should the successful tenderer not promptly fulfil the requisites outlined above, fails to present all documentation requested, provides no evidence of the requisites self-declared during the tendering procedure, or upon testing is found not to be in compliance with the declarations submitted in the tender, the Institute reserves the right to declare the Contract null and void and to award it to the following bidder in the list, or even to call for a new tender, with any costs incurred by the Contracting Authority to be borne by the Contractor in breach. In these circumstances, the Company declared

forfeited shall lose its provisional deposit and shall also be liable for the penalties envisaged by the regulations in force.

In the event of a positive outcome of the above-mentioned checks, the award shall become effective in favour of the successful tenderer which will be formally invited to sign the Contract.

ARTICLE 34. FINAL PROVISIONS AND ANNEXES

This **Annex (Special Tender Specifications)** consist of **34 Articles**, and **26 Pages**.

The tender documents are composed of the **Service Contract** provided by the Institute, the **Invitation Letter**, this **Special Tender Specification – Annex I** and the following **7 Annexes** (from **Annex II-A** to **Annex II-G**):

Annexes:

- Annex II-A - Checklist
- Annex II-B - Declaration on Honour
- Annex II-C - Technical Offer Form
- Annex II-D - Economic Offer Form
- Annex II-E - EUI Emergency Plan
- Annex II-F - Vacation Days 2022
- Annex II-G - Declaration of Confidentiality_NDA

Signature of Legal Representative

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Company's Stamp

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