

Tender Specifications

Invitation to Tender No SDA.SR.210226

Service Contract

for hosting and support of 2 websites and managing the Email system campaign monitor

1. INTRODUCTION

SESAR Deployment Alliance AISBL is the SESAR Deployment Manager and is coordinating Air Traffic Management modernization in Europe. It strongly supports Digitalisation, Decarbonisation, Sustainability and the European Green Deal.

The SESAR Deployment Manager (SDM) function is defined by the Article 9 of Commission Implementing Regulation (EU) N°409/2013, amended by Commission Implementing Regulation (IR) EU N°2021/116. Under the oversight of the European Commission, the SDM function consists of the synchronisation and the coordination of the deployment of the Common Projects. A Common Project is a Commission Implementing Regulation which mandates the implementation of the most essential operational changes in the European ATM Master Plan by the Member States of the European Union and their operational stakeholders. The initial Common Project is known as the Pilot Common Project (PCP) and was defined by Regulation (EU) N°716/2014. On 22nd February 2021 IR EU N°2021/116 Common Project 1 (CP1), amending Commission Implementing Regulation (EU) 716/2014 known as the Pilot Common Project will enter into force.

The SDM synchronises and coordinates implementation against the SESAR Deployment Programme which is a project view of the Common Projects as defined by the above-mentioned regulation, organising their implementation into optimum sequences of activities by all the stakeholders required to implement. To develop and maintain the SESAR Deployment Programme in close consultation with all the stakeholders is another important task under the SDM function.

More information: https://www.sesardeploymentmanager.eu/about

To fully understand what SESAR Deployment Manager has achieved over the past 6 years, please check out: <u>https://youtu.be/yU4QAavTPpo</u>

1.1.Purpose

By this procurement procedure, the SDA AISBL requests services for hosting and support of 2 websites and managing Email system campaign monitor.

In order to ensure the provision of these services, as described in point 2 below, the SDA AISBL intends to conclude a Service Contract **for an overall potential duration of 33 months** with the possibility of an extension by common agreement between the parties.

These tender specifications will become an integral part of the Service Contract which will be concluded following the award procedure. Non-compliance with them during the performance of the contract may constitute a reason for the SDA AISBL to terminate it.

2. TECHNICAL SPECIFICATIONS

2.1. Description of services and deliverables

2.1.1 Hosting

Hosting of ads-b-europe.eu and datalinkservices.eu on a dedicated server, with daily back-up for 9 months, starting on 01/04/2021.

2.1.2 Data Link Services Digital Support

Provide support for continuous management of the DLS website which covers both content and structural updates as well as regular updating of the WordPress core and plugins.

• 9 months digital support, 1 half day bi-monthly

2.1.3 ADS-B Digital Support

To provide support for continuous management of the ADS-B website which covers both content and structural updates as well as regular updating of the WordPress core and plugins.

This also includes creation and updating for the Campaign Monitor newsletters sent by ADS-B (separate CM account).

• 9 months digital support, 1 half day per month

2.1.4 Campaign Monitor Management and Credits

To look after the full SDM Campaign Monitor account used for sending marketing email and newsletters. The supplier will look after mailings, templates and GDPR lists. The supplier will provide enough credits per month to allow SDM to keep the same level of emails to be sent as over the past years.

2.1.5 Campaign Monitor template maintenance

Small updates on existing templates (image, text)

2.1.6 Ad -hoc work

A range of design and digital requirements to be covered within max 5 days of work in total for the entire period of the contract.

2.1.7 Backup and transfer of services to a third supplier

Since the official mandate of the SDA as SDM ends on 31/12/2021, the SDA would need from the supplier:

- a) A full backup (offline) of the DLS website
- b) A full backup (offline) of the ADS-B website
- c) A full backup (offline) of all contact lists and email campaigns sent in Campaign Monitor since the start of SDA in the role as SDM (2015)

In case any of the above will continue to exist after the end date of the SDA mandate, the supplier will need to transfer both sites and Campaign Monitor to a third supplier upon request of the SDA.

3. CONTRACTUAL INFORMATION

3.1. Nature of the contract

This procurement procedure foresees the conclusion of a service contract.

All documents presented by the tenderers become the property of the SDA AISBL.

The SDA AISBL shall not be held liable for any compensation with respect to a tenderer if its tender has not been accepted, nor shall it be liable when deciding not to award the contract.

3.2. Participating in the tendering procedure

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties of the European Union, and to all natural and legal persons in a third country which has a special agreement with the European Union on the conditions laid down in that agreement.

3.2.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons).

The tenderers may not submit a joint offer by creating a consortium.

3.2.2. Subcontracting

Subcontracting is allowed subject to the SDA AISBL's explicit approval. In such cases, the SDA AISBL may require information on any part of the contract that the tenderer may intend to subcontract to third parties and on the identity of any subcontractor.

The offer must clearly identify the subcontractor(s) by filling in the relevant points of Annex 01 to these tender specifications and prove its willingness to accept tasks proposed to them by the tenderer (e. g. by way of enclosing a letter of intent (Annex 02) of the subcontractors(s)). The offer shall describe which task(s) will be subcontracted.

Once the contract has entered into force, the contractor shall retain full liability towards the SDA AISBL for the performance of the contract as a whole. The SDA AISBL will not have any direct legal commitment with the subcontractor(s).

During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the SDA AISBL.

3.3. Duration

The initial duration of the contract shall be until **31 December 2021**.

The contract shall enter into force on the day of the signature by the last contracting party.

The contract shall be renewed automatically up to 2 times, each time for a period of 12 months, unless formal written notification to the contrary is sent by one of the parties and received by the other three months before the contract expiry. Renewal does not imply any modification or deferment of existing obligations.

3.6. Compliance with applicable law

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions.

4. CONTENT OF THE TENDER

4.1 Administrative Part

The administrative part of the RFP must contain the documents referring to the identification of the supplier.

Please clearly state in your proposal the following:

- Company full name
- Company address
- Company VAT #
- Company signature representative(s) and duly title(s)

4.2 Supplier approach

Please provide in detail the approach and services you propose best suited to accommodate the request in this specific RFP.

4.3 Commercial

The contract will be awarded to the supplier who submits the most economically advantageous RFP, according to the 'best price-quality ratio' award method. This commercial offer has to be submitted through the "Annex I: Pricing Proposal".

5. AWARD METHOD

Only tenders that reach the technical quality threshold mentioned in Section 4.2 of these tender specifications will be subject to the price assessment.

6. ANNEXES

The following set of documents is provided to the invited suppliers:

- Annex I: Pricing Proposal
 - Please provide us with your pricing proposal via the "Annex I: Pricing Proposal" only. All other means of commercial offer will not be taken into consideration.
- Annex II: Q&A
 - Please provide us with any question(s) via the "Annex II: Q&A". all other means of presenting questions will not be taken into consideration. All received questions and related answers will be published on our website no later than 2 days after the deadline of submitting questions (cf. Tender Invitation)..