**ANNEX 2 - TECHNICAL COMPLIANCE FORMS**

**FORM 1\_LETTER OF COMPLIANCE WITH THE REQUIREMENTS OF THE TERMS OF REFERENCE**

The Bidder shall provide:

* Item-by-item commentary on the Terms of Reference demonstrating responsiveness to the requirements;

The information on this table shall form an integral part of the technical evaluation.

**Bidders should avoid simply writing ‘comply’ without providing further information or evidence to support the claim**, as this will not generally reflect well in the evaluation. Reference can be made to annexes or other material in the Quotation.

**Table No. 1 – Mandatory Requirements (Pass/Fail Criteria)**

| **No.** | **Mandatory Requirement** | **Bidder Action Required** | **Bidder’s Response**  ***Please tick whichever is applicable*** | | **Bidder’s**  **Clarification** |
| --- | --- | --- | --- | --- | --- |
| **“Yes”** | **“No”** |
|  | Bidder must have at least three years of experience in providing Atlassian Confluence hosting, including maintenance and support. | *Please confirm and provide evidence* | ☐ | ☐ |  |
|  | The hosting platform shall support separate production and non-production Confluence instances with the same configuration and patch levels. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | The hosting platform for the production instance of the OSCE’s Confluence website must be capable of serving at least 20 simultaneous users, unlimited total user accounts, unlimited Spaces/Pages, and up to 100 GB of Confluence content.  The non-production instance may have more limited resources than the production instance, and should be capable of serving 5 concurrent users. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | The production hosting platform must provide an average Confluence web page response time of 2 seconds or less under normal load levels. | *Please confirm* | ☐ | ☐ |  |
|  | The production hosting platform must provide 99.5% uptime/availability of the Confluence website (24/7/365). Planned production downtime for maintenance purposes must be agreed with the OSCE in advance. | *Please confirm* | ☐ | ☐ |  |
|  | A service monitoring solution must be in place that the vendor will use to monitor and report upon the availability and performance of the service. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | The hosting platform must support the installation of a custom TLS certificate (i.e., communities.osce.org) and the Confluence website must be configured to be https-only. | *Please confirm* | ☐ | ☐ |  |
|  | A change management procedure for upgrading/patching the Confluence software and all hosting platform dependencies (including operating system, web server, and database) must be defined and adhered to. High-severity security vulnerabilities must be patched within 1 working day. Confluence version updates must be applied within 2 weeks, subject to OSCE testing and approval. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | Changes carried out by the vendor including software upgrades and security patches shall be tested in the non-production instance and approved by the OSCE before deployment to the production instance. | *Please confirm* | ☐ | ☐ |  |
|  | A backup and recovery service for the Confluence website must be provided (all content, configuration, and data). At minimum daily, weekly, monthly, and yearly backups shall be retained. Backups shall be taken before applying patches to the system. | *Please confirm and provide details (including RTO and RPO)* | ☐ | ☐ |  |
|  | An offsite disaster recovery solution for the Confluence website must be provided. | *Please confirm and provide details (including RTO and RPO)* | ☐ | ☐ |  |
|  | Technical support (service desk) services must be available via telephone, email at least during the business hours of the OSCE Secretariat in Vienna, Austria (Monday - Friday, 09:00-18:00 CET). | *Please confirm and provide details* | ☐ | ☐ |  |
|  | A secure, online issue tracking website shall be used for recording and tracking all Incidents and Service Requests reported by the OSCE. The OSCE must be able to access the issue tracking system at any time to log tickets, and view the status of existing tickets. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | Established procedures for Incident and Service Request management must be defined and adhered to. These procedures must include targets for response and resolution times based on the severity/priority of incidents and service requests. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | A specific Security Incident Response procedure for the Confluence service and all dependencies must be defined and adhered to. The OSCE must be informed promptly of any security incident detected by the vendor, and the OSCE’s Cyber Incident Response Team (CIRT) must be consulted with as part of the response and resolution activities. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | The bidder shall be able to support the migration/import of Atlassian Confluence content and add-ons from the existing provider. The OSCE will provide a full XML export of the existing Confluence database, a copy of the /home directory, and a copy of the server.xml file to be used for a standard migration as described on the Atlassian website:  https://confluence.atlassian.com/doc/migrating-confluence-between-servers-184150.html  https://confluence.atlassian.com/doc/migrating-to-another-database-148867.html | *Please confirm and provide details* | ☐ | ☐ |  |
|  | Evaluation and reporting on the services provided to the OSCE must take place on a monthly basis, as per the specification in the section “Expected output and performance indicators”. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | The Contractor meets the requirements of the EU General Data Protection Regulation (GDPR) for proper handling of personal data. | *Please confirm and provide details* | ☐ | ☐ |  |
|  | The SLA responds to the requirements set out in the ToR | *Please confirm and provide details* | ☐ | ☐ |  |

**Table No. 2 – Checklist of Special Conditions for the Procurement of Cloud/External Hosting Services**

*The table below lists the OSCE’s Special Conditions for the Procurement of Cloud/External Hosting Services. Bidders shall provide an indication of compliance for each condition. Should Bidders be unable to fully comply with a condition, an assessment will be made by the OSCE of any risk presented to the OSCE of this exception.*

| **No.** | **Summary** | **Bidders Response** | | | **Bidder Explanation/Comment** |
| --- | --- | --- | --- | --- | --- |
| **Yes** | **No** | **Partially** |
| 2a, 2b | Servers are located in a country/countries where the privileges and immunities of the OSCE are recognized (currently Austria, Czech Republic, Germany, Hungary, Italy, the Netherlands, Poland and Slovakia). Specify the hosting location(s) in the response. | ☐ | ☐ | ☐ |  |
| 3a | The Contractor acknowledges that the OSCE is an international organization and enjoys privileges and immunities within the meaning of international law and applicable agreements between the OSCE and its participating States. OSCE data is immune from search, requisition, confiscation, expropriation and any form of interference, whether by executive, administrative, judicial or legislative action. | ☐ | ☐ | ☐ |  |
| 3b | OSCE data shall only be located in countries identified in 2a; OSCE data will be segregated to the fullest extent possible; data protection and compliance measures shall be in place. | ☐ | ☐ | ☐ |  |
| 3c (i - iii) | If permitted by applicable law, the Contractor shall notify the OSCE of any disclosure request for OSCE data from a Competent Legal Authority, and shall inform the Competent Legal Authority of OSCE privileges and immunities; | ☐ | ☐ | ☐ |  |
| 3c (iv) | The Contractor shall ensure that its activities and those of its subsidiaries, branches, affiliated entities and sub-contractors do not pose a material risk to the inviolability of OSCE data. | ☐ | ☐ | ☐ |  |
| 3d | The Contractor will implement, maintain and use protective measures to secure the confidentiality, integrity and availability of all OSCE data. | ☐ | ☐ | ☐ |  |
| 3e (i) | OSCE data transferred through public channels shall be encrypted using methods approved by the OSCE. | ☐ | ☐ | ☐ |  |
| 3e (ii) | Multifactor authentication shall be used if the service is accessible from outside the OSCE network. If multifactor authentication is not feasible, access to the cloud service and OSCE data shall be restricted solely to the OSCE’s internal network (e.g., via VPN or network whitelisting). | ☐ | ☐ | ☐ |  |
| 3e (iii) | The Contractor shall comply with common security standards such as FedRamp, SSAE 16 SOC 2, and ISO 27001. | ☐ | ☐ | ☐ |  |
| 3e (iv) | The OSCE shall be notified in advance of any proposed changes to security controls. | ☐ | ☐ | ☐ |  |
| 4a | All data shall remain the exclusive property of the OSCE. | ☐ | ☐ | ☐ |  |
| 4b | The Contractor is granted a limited nonexclusive license to use OSCE data solely for the purpose of performing its contractual obligations. The contractor shall ensure that no OSCE data is accessed by anyone other than users authorised by the OSCE. | ☐ | ☐ | ☐ |  |
| 4c | The contractor shall treat all OSCE data as confidential and shall deliver OSCE data only to duly authorized representatives of the OSCE. | ☐ | ☐ | ☐ |  |
| 4d | The Contractor shall maintain an audit trail documenting all access to OSCE data, and will provide the audit trail on demand to the OSCE. | ☐ | ☐ | ☐ |  |
| 4e | The Contractor will not use any OSCE data for the benefit of the Contractor or any third party and, in particular, will not engage in “data mining” without written OSCE authorisation. | ☐ | ☐ | ☐ |  |
| 4f | The OSCE retains the right to use the Services to access and retrieve, at any time and in the OSCE's sole discretion, any OSCE data stored on the Contractor's infrastructure. | ☐ | ☐ | ☐ |  |
| 4g | The Contractor will ensure that its representatives who access OSCE data are subject to background screenings, receive training, and have appropriate qualifications. | ☐ | ☐ | ☐ |  |
| 5a | The Contractor shall notify the OSCE within two hours of the discovery of a Data Compromise, and keep the OSCE informed of mitigating and corrective actions. | ☐ | ☐ | ☐ |  |
| 5b | The Contractor, at its sole cost and expense, shall mitigate, correct and remedy any Data Compromise and restore OSCE access to services. | ☐ | ☐ | ☐ |  |
| 5c | The Contractor, at its sole cost and expense, shall cooperate fully with the OSCE's response to any Data Compromise. | ☐ | ☐ | ☐ |  |
| 5d | The Contractor shall not provide notice of any Data Compromise directly to any third party, without prior authorization from the OSCE. | ☐ | ☐ | ☐ |  |
| 6a | The Contractor will retain all OSCE Data until the expiration of an agreed time period. User access logs shall be retained for a minimum of 90 days. | ☐ | ☐ | ☐ |  |
| 6b | The Contractor will regularly backup OSCE Data, retain backups for at least 90 days, and will destroy or transmit backup copies at OSCE request. | ☐ | ☐ | ☐ |  |
| 7a | At contract expiration or termination, the Contractor will transmit a backup copy of all data to the OSCE in readable format, and will securely remove all Data as well as all logs from the Contractor's servers, networks and systems. | ☐ | ☐ | ☐ |  |
| 7b | Impending cessation of the Contractor’s business shall be notified to the OSCE with no less than 90 days of notice. The Contractor will fully implement its contingency and/or exit plans, including destruction or transfer of OSCE Data. | ☐ | ☐ | ☐ |  |
| 8a | The Contractor, at its sole cost and expense, shall provide disaster recovery Services to the OSCE and the End Users. | ☐ | ☐ | ☐ |  |
| 8b | In the event of an outage of Services, the Contractor will refund or credit the OSCE, at the OSCE's election, the pro-rated amount of fees under this Contract. | ☐ | ☐ | ☐ |  |
| 8c | The Contractor will provide the OSCE with no less than seven (7) days prior written notice of any services downtime due to nonemergency scheduled maintenance, and immediate notice of any unscheduled downtime. | ☐ | ☐ | ☐ |  |
| 8d | The OSCE may at any time suspend or terminate an End User’s access to the Services. | ☐ | ☐ | ☐ |  |
| 9a, 9b, 9c | The Contractor represents and warrants to the OSCE appropriate Services Warranty, Disabling Code Warranty, and Intellectual Property Warranty | ☐ | ☐ | ☐ |  |
| 10a | The Contractor shall pay the OSCE for losses incurred due to a breach of its data security obligations. | ☐ | ☐ | ☐ |  |
| 10b | The Contractor shall take out technology, data protection, cyber liability and professional liability insurance covering liabilities for financial loss resulting or arising from acts, errors or omissions in connection with the performance of this Contract. | ☐ | ☐ | ☐ |  |
| 11a | The Contractor shall answer queries from the OSCE Office of Internal Oversight and cooperate with any OSCE investigation or other oversight activity concerning this Contract. | ☐ | ☐ | ☐ |  |
| 11b | Upon the OSCE’s request, the Contractor shall provide a SOC 2 (Type II) Report on the Security, Availability, Processing Integrity, Confidentiality and Privacy on the Contractor’s systems and processes issued by an independent auditor. Weaknesses identified in a qualified Audit report shall be resolved within 90 days. | ☐ | ☐ | ☐ |  |
| 12 | In accordance with Article 15 of the OSCE General Conditions of Contract, the Contractor shall obtain the OSCE’s written consent prior to sub-contracting under this Contract, and shall solely be responsible for the administration and performance of the Services by any and all subcontractors. | ☐ | ☐ | ☐ |  |

**FORM 2 \_ RELEVANT SERVICES CARRIED OUT IN THE LAST THREE YEARS THAT BEST ILLUSTRATE QUALIFICATIONS**

|  |
| --- |
| ***Note to Bidders****: Using the form below, the Bidder should provide information on the assignments for which its firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted during the past five years.* |

|  |  |  |
| --- | --- | --- |
| Name of Your Client: | | Country/Location: |
| Assignment Name: | | |
| Narrative Description of Project: | | |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Assignment (EUR): |
|  | | |
| Description of Services provided by Your Firm: | | |
| Description of Actual Services Provided by Your Staff: | | |
| Name of Associated Firms, if any: | |  |

|  |  |  |
| --- | --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date and place** |  | **Name, Title and Signature** |

## *ANNEX 3 - FINANCIAL QUOTATION FORM*

Date: *[Bidder to insert location and date]*

**RFQ No: 692878**

|  |
| --- |
| ***Note to Bidders****: The Bidder shall fill in and submit this Financial Quotation Submission Form. Bidders are allowed to propose other licensing modalities or financial offers.* |

To: The OSCE Procurement unit

Respected:

We, the undersigned, offer to providethe following services

**Provision of Atlassian Confluence Hosting and Support to the OSCE**

in accordance with your Request for Quotation No.692878dated 10 January 2024.

We are hereby submitting our Financial Quotation, as follows:

For the items required - for the sum of *[Bidder to insert amount in words and figures]:*

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Service** | **Price per month,**  **EUR VAT-free** | **Annual cost (12 months), EUR VAT-free** |
| 1. | Confluence hosting and support as per the ToR | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. | Migration of Confluence content from existing provider | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3. | Any additional services (please specify) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Price for on Demand Confluence Consultancy Services (optional)**

The OSCE may wish to engage the service provider on an on-demand basis to work on additional Atlassian Confluence technical activities that are not in the scope of the ToR above.

Examples of such work might include design of a custom-branded Confluence Space using Themes, selection and integration of Add-Ons, API-based integrations, design of page templates, or the development of custom screens and actions. The OSCE makes no commitment to use these on-demand services. For the purposes of providing pricing, bidders can assume a maximum of 6 (six) days per year of on-demand consultancy services.

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Service** | **On-site Assistance Price (Vienna, Austria) Price\*, EUR VAT-free** | **Remote Assistance Price\*, EUR VAT-free** |
| 1. | Project Manager | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. | Atlassian Confluence Architect/Analyst | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3. | Atlassian Confluence Developer, Admin | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4. | Any additional services (please specify) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*Kindly indicate in your price for additional services the following information: on-site/remote; per hour/8-hour working day, etc.*

**We have read and accept the OSCE General Conditions of Contract as well as** detailed “**Instructions to Bidders – Request for Quotation**.

**Delivery time:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payment terms:** 30 days net

**Validity of offer (**60 days minimum)**:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, confirm to comply with any and all eligibility requirements specified ToR. We also confirm that any and all information provided on the Qualification Form attached hereto and being an integral part of this Quotation is correct and truly reflects our experience, qualifications and capacities.

We accept and agree that the General Conditions of Contract contained in the Solicitation Documents will apply to any contract resulting from this bidding exercise.

We understand you are not bound to accept any Quotation that you receive, and that you reserve the right to accept or reject any Quotation and to cancel the bidding process and reject all Quotations at any time prior to the award of contract, without thereby incurring any liability whatsoever.

I certify that the pricing offered does not exceed selling prices to other customers for the same or substantially similar items and/or services for comparable quantities under similar terms and conditions.

|  |  |  |
| --- | --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date and place** |  | **Name, Title and Signature** |