

ARTEFACT DOCUMENT

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Invitation to Tender

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1. PCP COMPETITION: DEVELOPING A WEB VALIDATION APPLICATION FOR LONG-TERM PRESERVATION OF DIGITAL DOCUMENTS, IMAGES AND AUDIO-VISUAL MEDIA

1.1 INVITATION TO TENDER

This Invitation to Tender should be read in conjunction with other documents associated with this PCP. These and all associated documents can be downloaded from <http://www.preforma-project.eu/>.

1.2 SUMMARY OF THE PREFORMA PCP CHALLENGE

Interested legal entities are invited to tender for development project contracts in this PCP, with the aim to develop new solutions addressing the need for European memory institutions to gain full control over the technical properties of digital content intended for long-term preservation, as outlined in the Challenge Brief ([Challenge Brief_2](#)). The overarching strategy of PREFORMA in this regard, is to procure IT-development services which result in the development of an open source conformance checker that fulfils a number of functions: a) checks if a file complies with standard specifications, b) checks if a file complies with the acceptance criteria of the memory institutions, c) reports back to human and software agents, d) performs simple fixes. Also of strategic importance to the PREFORMA PCP is the establishment of an ecosystem around an open source implementation that can a) generate useful feedback for those who control software, b) advance improvement of the standard specification and c) advance development of new business cases for managing preservation files. The Challenge Brief also contains further details on background, challenge and expected outcomes of the open source projects. The PREFORMA PCP is open to all legal entities from the EU and associated countries.

If a tender is submitted by a consortium that does not in itself constitute a legal entity, all consortia members shall sign the tender and, if applicable, the contract, making them jointly and severally liable.

PREFORMA will serve through the PCP mechanism a well-defined public need, i.e. to purchase an open source solution to give to memory institutions the full control over the implementation of the standard formats of their archive. The availability of such open source project will open a new area of added-value services. The European service and technology providers will then be able to serve the market for long-term preservation with more competitive products, thanks both to the open-source project results and the coordination actions established by the PREFORMA network of common interest. In particular, the suppliers and the members of the open source project will be able to offer support services, consultancy, etc. to the memory institutions, for future the adaptation, improvements, integration and deployment of the PREFORMA tools into their legacy systems and into their networked environments.

PREFORMA will advocate a number of business opportunities for the companies which will be selected, all in line with presently used Open Source software models.

1.3 TIME FRAME, IMPACT AND BUDGET

In total, 2,805,000 € is reserved for the PCP contracts, by the Grant of the European Commission. By the end of year 2017, the selected winners of this procurement are expected to present demonstrations of the PREFORMA application at the project's final conference in Stockholm.¹ The impact of PREFORMA does not end there, though: due to the need for sustainable long-term solutions, the overall objective of the project is not artefact centric, but rather to establish a long-term sustainable ecosystem around the developed tools to test conformity with standards – an open source community based on the PREFORMA application. This community has to involve interested stakeholders from a variety of stakeholder groups, involving researchers, developers and European memory institutions.

¹ Further demonstrations include: a) Demo of the first prototypes at the open source workshop (Stockholm, December 2015) Demo of the second prototypes at the experience workshop (Berlin, December 2016) and an online demo to the consortium to show the results of the testing (virtual meeting, June 2016)

2. AN INTRODUCTION TO THE PCP

Pre-Commercial Procurement (PCP) is a competition-like procurement method which enables public sector bodies to engage with innovative businesses and other interested organisations in development projects, to arrive at innovative solutions that address specific public sector challenges and needs. The new innovative solutions are created through a phased procurement of development contracts to reduce risk.

A PCP aiming at contracts for research and development services falls outside the scope of the two EU procurement directives; see Utilities Directive 2004/17/EC, Article 24 (e), and Public Sector Directive 2004/18/EC, Article 16 (f). Research and development services will be financed at market price, thus providing business with a transparent competitive and a reliable source of early-stage financing, and the opportunity to establish an early customer, for a new solution. Since PCP focus on specific identified needs, the chance of exploitation of developed solutions increases.

The PCP method is suited to tenderers of all sizes, including small and medium-sized ones, as the contracts are of relatively small value and operate on short timescales.

In a PCP, R&D services are procured². R&D can cover activities such as solution exploration and design, prototyping, up to the original development of a limited volume of first products or services in the form of a test series. Original development of a first product or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards. R&D does not include commercial development activities such as quantity production, supply to establish commercial viability or to recover R&D costs, integration, customisation, incremental adaptations and improvements to existing products or processes.

2.1 FRAMEWORK AGREEMENT AND BUDGET

This PCP will result in a framework agreement with three phases: *Design, Prototyping, and Scientific Testing*. The framework agreement sets out the conditions (rights and obligations between contracting authority and contractors) for the entire duration of the PCP.

Riksarkivet will sign framework agreements with contractors to provide services for the PCP that will start with Phase 1, in the respective areas of open source development. Following the

² According to the OECD Frascati Manual, "the term R&D covers three activities; basic research, applied research and experimental development [...] Basic research is experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundation of phenomena and observable facts, without any particular application or use in view. Applied research is also original investigation undertaken in order to acquire new knowledge. It is, however, directed primarily towards a specific practical aim or objective. Experimental development is systematic work, drawing on the existing knowledge gained from research and/or practical experience, which is directed to produce new materials, products or devices, to installing new processes, systems and services, or to improving substantially those already produces or installed. R&D covers both formal R&D in R&D units and informal or occasional R&D in other units. For further discussion on the definition of R&D, see OECD's Frascati Manual (latest edition: 2002: Frascati Manual, Proposed Standard Practice for Surveys on Research and Experimental Development).

completion of Phase 1, the contracting authority will make a call for bids for R&D services for Phase 2 from contractors that have successfully completed Phase 1 (that is, provided an approved report from Phase 1). Upon completion of Phase 2, a corresponding call for bids for Phase 3 will take place. The assessment criteria and weighting for Phase 1 is set out in this Invitation to Tender. The criteria and weighting for the awards of contracts for subsequent Phases will be based on these, but may be elaborated or developed in further detail within those frames. (Please see Assessment of Tenders below.)

- Phase 1, Design, is intended to demonstrate the feasibility of the proposed concepts for new solutions. The contracts placed for Phase 1 will be for the duration of four months, between November 2014 and February 2015. A budget of maximum 390 000 Euros is available for all selected projects. The number of awarded contracts depends on the price of the tenders, and the required minimum score of the tenders.
- Phase 2, Prototyping, is intended to develop prototypes from the more promising concepts delivered by the selected suppliers in Phase 1. Participation in Phase 2 depends upon successful completion of Phase 1, and contracts for this phase will be awarded to Phase 1 contractors selected by the Evaluation Committee. This phase will take place for 22 months, between March 2015 and December 2016, and is subdivided into three distinct stages: a) First prototypes, a phase to take place between March and October 2015, b) Re-design, which is planned to take place between November 2015 and February 2016; and c) Second prototype, which is planned for the period between March and December of 2016. The number of awarded contracts depends on the price of the tenders, and the required minimum score of the tenders
- In Phase 3, the applications will be tested by the memory institutions of the consortium. Contracts for Phase 3 will be awarded to contractors that have successfully completed Phase 2. The testing phase will take place for six months, between January and June of 2017. The number of awarded contracts depends on the price of the tenders, and the required minimum score of the tenders

The indicative amount for all projects in the prototyping and testing phases is 2 415 000 Euros for all selected projects. The framework agreement sets out the framework conditions for the entire duration of the PCP, covering phase 1, 2 and 3. It remains binding as long as contractors remain in competition. Tenderers shall therefore in their offer not only state their detailed offer for phase 1, but also state their goals, and outline plans (including price conditions) for Phases 2, and 3, as a path to achieve the overall purpose of the project. The payments are firm and fixed in Euros, i.e. not adjusted for foreign exchange and/or index or in any other way. All prices shall be stated in Euros.

2.2 CONTRACTING AUTHORITY AND THE PREFORMA CONSORTIUM

Contracting authority in this PCP, is the National Archives (Riksarkivet) of Sweden. Riksarkivet is the leading archival institution in Sweden, and has also the supervision of public records deposited by all state agencies. The National Archives is commissioned by law to preserve, organise and care for these records in order to uphold the legal right of access to public records in the pursuit of justice, continuity of public administration, and facilitating of research. In this role the National Archives will disseminate and exploit the results of PREFORMA as a part of its legal task, including its right to give regulations for preservation of public records. Riksarkivet is

the coordinator of the PREFORMA project, and also the initiator of the PREFORMA consortium. The relationship among the Parties of the Consortium is regulated in a Consortium Agreement (2014-02-26).

The consortium consists of the following European organisations³:

- PACKED EXPERTISECENTRUM DIGITAAL ERFOED VZW, established in Belgium.
- PROMOTER SRL, established in Italy.
- FRANHOFER-GESELLSCHAFT, established in Germany (“Franhofer”).
- HÖGSKOLAN I SKOVDE, established in Sweden (“HS”).
- UNIVERSITA DEGLI STUDIE DI PADOVA, established in Italy “UNIPD”).
- STICHTING NEDERLANDS INSTITUT VOOR BEELD EN GELUID, established in the Netherlands (“BEELD EN GELUID”).
- KONINKLIJK INSTITUUT VOOR HET KUNSTPATRIMONIUM, established in Belgium (“KIK-IRPA”).
- GREEK FILM CENTRE, established in Greece (“GFC”).
- LOCAL GOVERNMENT MANAGEMENT AGENCY-AN GHNIOMHAIREACHT BAINISTIOCHTA RIALTIS AITUIL LGMA, established in Ireland (“LGMA”).
- STIFTUNG PREUSSISCHER KULTURBESITZ established in Germany.
- AYUNTAMIENTO DE GIRONA, established in Spain.
- EEST VABARIIGI KULTURMINISTEERIUM, established in Estonia (“EVKM”).
- KUNGLIGA BIBLIOTEKET, established in Swden (“KB”).

³ For detailed information on each of the partners of the PREFORMA consortium, please see: <http://www.preforma-project.eu/partners.html>

3. ADMINISTRATIVE INSTRUCTIONS

Tenders that do not comply with the administrative instructions will be excluded from further participation in this PCP.

3.1 TENDER SUBMISSION

All tenders shall be made using the Tender Form ([Tender Form_4](#)) which can be accessed via the tender notification system of Riksarkivet. All tenders must be submitted in accordance with the directions at [<http://www.preforma-project.eu>]. Tenderers are strongly advised to read the PCP Guidance ([Guidance_3](#)) before completing the Tender Form ([Tender Form_4](#)). Tenders must be assigned with a reference number provided by Riksarkivet, for the project as a whole, and must be submitted at no later than the closing date for the PCP. (See next section for a full preliminary time schedule for the PCP). Tenders received after the closing date for the PCP will not be evaluated.

The first step to take is that tenderers browse the Tender section of the PREFORMA website [<http://www.preforma-project.eu/tender.html>], where they can find the Tender documents (except the Tender Form) and the instructions how to submit a proposal.

Secondly, tenderers can connect to the PREFORMA PCP section on Riksarkivet's tender notification system Visma Opic [<http://www.opic.com/>], where they can find the Tender Form. Suppliers must register in the Visma Opic system in order to receive their user name and login via e-mail. This enables them to download the Tender Form.

Finally, in time before closing, tenderers submit their proposals electronically to Riksarkivet at per.elfner@riksarkivet.se.

Please do not send completed tenders by post or any other means other than as directed.

For more information on how to tender, please see: <http://www.preforma-project.eu>

e-mail : per.elfner@riksarkivet.se

Telephone: +46 010 476 71 04

3.2 PRELIMINARY TIME SCHEDULE FOR THE TENDERING PERIOD

Date	Activity
2014-06-12	Publication of the call
2014-06-13	Tendering period opens
2014-08-12	Deadline for tenders
2014-09-30	Selection of the winners
2014-10-06	All tenderers are notified of decisions

2014-10-30	End of negotiation and contracting
2014-11-01	Start of work, Phase 1 begins

Riksarkivet reserves the right to adjust the time schedule if necessary. This will be timely communicated to tenderers.

3.3 TENDER PLANNING

The PREFORMA PCP procures R&D work for three different media types: text, image and audiovisual content. Suppliers are invited to make a proposal for R&D work addressing one, two or all three media types, depending on their in-house expertise or the expertise they may bring together in a consortium. A supplier must address the PREFORMA challenge, for at least one media type⁴.

3.4 QUESTIONS

When the tender period opens, a questions and answers document, ([Questions and Answers](#)) will be available at <http://www.preforma-project.eu/tender.html>.

A contact point will be set up to answer questions from tenderers that are not covered in the Questions and Answers document, or need elaboration. All questions concerning the PCP challenge, the scope and the tender process should be addressed to the contact point:

e-mail: per.elfner@riksarkivet.se

Telephone: +46 010 476 71 04

Please quote the tender reference when contacting us to help us answer the query.

Questions or requests for clarification concerning this Invitation to Tender must have been received by the above contact point not later than seven working days prior to the closing date for tenders. After this date, no further dialogue will be entered into.

A summation of all questions and answers addressed to the contact point will be added to the Frequently Asked Questions Document ([Questions and Answers _V](#)) at <http://www.preforma-project.eu/tender.html>. The updated Questions and Answers document will also be distributed to all tenderers who have ordered the tender documents. The identity of the questioner will not be disclosed.

⁴ For further information, please see Deliverable D2.1 Overall Roadmap, the "Tender Planning" section.

3.5 CONFORMANCE TO CONTRACT AGREEMENT

An agreement will be entered into only by means of a written contract, signed by both parties.

By submitting a tender, the tenderer accepts to be bound by the undertakings and conditions of the Contract Agreement ([Framework Agreement_6](#)).

The tender may not contain any reservation in relation to the conditions of the Contract Agreement. Tenders shall be based on the conditions contained in the Contract Agreement and the other contract documents.

3.6 SUBCONTRACTORS

The tenderer shall in his tender, state which parts of the scope of the procurement contract, if any, he intends to subcontract other suppliers or contractors for.

A tenderer that wishes to rely on the resources of any subcontractor for the fulfilment of the requirements for participation in the PCP (and, where, applicable, an awarded contract), should, upon the request of the procuring authority, in a satisfactorily manner demonstrate that these resources will be available to him. One way of demonstrating this is to submit a written commitment from such subcontractor showing that the resources of the subcontractor will be at the tenderer's disposal for the full duration of the contract.

3.7 VALIDITY OF TENDERS

Tenders shall remain valid up to and including 31 December 2014.

3.8 DISCLAIMER

The procuring agencies assumes no obligation, whatsoever, to compensate or indemnify the tenderers for any expense or loss they may incur in the preparation of their tenders (except as may follow from mandatory provisions of law). Furthermore, Riksarkivet reserves the right to cancel the procurement e.g. if tender prices exceed allocated budgets of the authority or if prices are clearly disproportionate.

4. EXCLUSION CRITERIA

A tenderer will be excluded from further participation in the PCP if it or any subcontractor on whose resources it relies upon in this procurement:

- Is bankrupt or is being wound up, is under compulsory administration or is the subject of a composition or has indefinitely stopped its payments or is subject to a prohibition on conducting business,
- Is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or composition or any other similar proceedings,
- Has been convicted by a judgment which has the force of res judicata for an offence relating to professional practice,
- Has been guilty of grave professional misconduct and the authority can prove this, or
- Has not fulfilled its obligations relating to social insurance charges or tax in its own country.
- In some material respect has failed to provide information requested or provided incorrect information required pursuant to this invitation to tender document.

Tenderers shall explicitly assure that they are not subject to any of the exclusion criteria in bullets 1-5 above. Please see document [Tender Form_4](#).

If Riksarkivet becomes aware that a tenderer, a representative of the tenderer, or subcontractor, under a judgment that has entered into final legal force has been sentenced for a criminal offence listed below, such tenderer will be excluded from the PCP:

- Criminal offences referred to in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on combating organized crime.
- Corruption as defined in Article 3 of Council Act of 26 May 1997 preparation on the basis of Article K.3.2 c Treaty on European Union, the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of, and Article 3.1 Council Joint Action 98/742/JHA of 22 December 1998 adopted by the Council on the basis of Article K.3 of the Treaty on European Union, on corruption in the private sector.
- Fraud within the meaning of Article 1 of the Convention drawn up on the basis of Article K.3 of the Treaty on European Union for the Protection of the Communities' financial interests.
- Money laundering as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on measures to prevent the financial system for money laundering, amended by European Parliament and Council Directive 2001/97/EC.

5. MINIMUM REQUIREMENTS

5.1 MEETING THE PREFORMA CHALLENGE

Riksarkivet requires that the tenders meet the following minimum requirements as to meeting the objectives defined in the PREFORMA Challenge Brief.

Source code

The source code delivered by tenderer meets the following technical requirements:

- Source code must be built for portability between technical deployment platforms. (platform independent)
- Source code must be built in a modular fashion for improved maintainability.
- The Conformance Checker must allow for deployment in the five infrastructures/environments defined in the Challenge Brief.
- The Conformance Checker must interface with other software systems via API's.

Functionality

The PREFORMA Conformance Checker application delivered by the tenderer meets the following functional requirements:

The Conformance Checker must implement the five functional components described in the Challenge Brief: Shell, Implementation Checker, Policy Checker, Reporter and Metadata fixer.

The **Shell** component of the Conformance Checker must:

- facilitate conformance checking of files at four moment in the life cycle of a digital document, identified in the use cases of the challenge brief, i.e. conformance checking at creation time, transfer time, digitisation time and migration time,
- allow for automating the procedures for checking, reporting and fixing preservation file,
- allow for configuring fully automated, periodical checks,
- allow for batch processing of extensive file sets,
- allow for configuration of additional components in particular implementation checkers, policy checkers and reporters for other preservation file formats that are developed in the PREFORMA ecosystem,
- allow for use by non-expert users, and
- be operational in a closed zone with no internet access.

The **Implementation checker** component of the Conformance Checker must allow for checking compliancy of one of the following sets of standard specifications:

- Compliancy with the **PDF/A-1**, **PDF/A-2**, and **PDF/A-3** standard specifications as defined in:
 - ISO (2005). Document management -- Electronic document file format for long-term preservation -- Part 1: Use of PDF 1.4 (PDF/A-1). ISO/TC 171/SC 2, ISO 19005-1:2005.
 - ISO (2008). Document management -- Portable document format -- Part 1: PDF 1.7. ISO/TC 171/SC 2, ISO 32000-1:2008.
 - ISO (2011). Document management -- Electronic document file format for long-term preservation -- Part 2: Use of ISO 32000-1 (PDF/A-2). ISO/TC 171/SC 2, ISO 19005-2:2011.
 - ISO (2012). Document management -- Electronic document file format for long-term preservation -- Part 3: Use of ISO 32000-1 with support for embedded files (PDF/A-3). ISO/TC 171/SC 2, ISO 19005-3:2012.
- Compliancy with the **TIFF** standard specifications as defined in:
 - ISO (2001). Electronic still-picture imaging — Removable memory — Part 2: TIFF/EP image data format. ISO/TC 42, ISO 12234-2:2001
 - ISO (2004). Graphic Technology -- Prepress digital data exchange -- Tag image file format for image technology (TIFF/IT). ISO/TC 130. ISO 12369:2004
- Compliancy with three standard specifications for respectively multimedia container, video and audio encoding, selected from the following list:
 - **MKV** multimedia container as defined in Matroska – Technical Details. <http://www.matroska.org/technical/index.html>
 - **Ogg** multimedia container as defined in OGG Documentation. <https://xiph.org/ogg/doc/>
 - **Lossless JPEG2000** image encoding as defined in ISO (2004). Information technology - JPEG 2000 image coding system: Core coding system. ISO/IEC JTC 1/SC 29, ISO/IEC 15444-1:2004
 - **Lossless FFV1** video encoding as defined in FFV1 Video Codec Specification, <http://www.ffmpeg.org/~michael/ffv1.html>
 - **Lossless Dirac** video encoding as defined in Dirac Specification Version 2.2.3 (2008), <http://diracvideo.org/download/specification/dirac-spec-latest.pdf>
 - **Linear PCM** audio encoding as defined in IEC (2014). Digital audio interface - Part 1: General. IEC/TC 100, IEC 60958-1 ed3.1 Consol. with am1: 2014

The **Policy checker** component of the Conformance Checker must allow for checking technical parameters of files, based on the acceptance criteria of files in an OAIS Archive, including:

- technical metadata for still images,
- technical metadata for text,

- technical and structural metadata for audio and video streams in an audio-visual container file.

The **Reporter** component of the Conformance Checker must provide:

- a machine readable report, including preservation metadata for each file checked and allowing external software agents to further process the file.
- The machine readable report will be produced using a standard XML format, implemented by all conformance checkers in the PREFORMA ecosystem, which allows the reported module to combine output from multiple checker components in one report. At the end of the design phase (February 2015), a proposal for such standard output format will be made by the consortium.
- a human readable report, assessing the preservation status of a batch of files as a whole, reporting to a non-expert audience whether a file is compliant with the standard specifications, and addressing improvements in the creation/digitisation process.

The **Metadata fixer** component of the Conformance Checker must allow for performing fully automated fixes of incongruities in the metadata embedded in the file, based on the report of the implementation checker. Such automated fixes may include:

- making embedded technical metadata conform with the properties of video and audio essence contained by the preservation file, and
- normalising embedded administrative metadata about the preservation file.

Open source project

Each open source project established by the tenderer meets the following operational requirements:

Work practices:

Development of software in open source projects in PREFORMA MUST utilise effective open source work practices. Effective open source work practices include:

- use of nightly builds, use of an open platform for open development (e.g. Github),
- use of software configuration management systems (e.g. Git),
- use of issue/bug trackers, use of forums, use of mailing lists for different stakeholder groups (users, developers, etc.),
- use of IRC, provision of roadmaps, provision of documentation, provision of easy hacks, etc.

All development of software in PREFORMA must be conducted and provided in open source projects at open development platforms (e.g. GitHub, or equivalent). All development of digital assets (related to developed open source software) in PREFORMA MUST be provided at open development platforms (e.g. GitHub, or equivalent).

Releases:

For each executable of developed software that is provided in an open source project, the source code must always be provided for that executable.

For each executable of developed software that are provided in an open source project, instructions for how to create the executable from the source code must always be provided.

For each executable of developed software that are provided in an open source project at the PREFORMA open source portal, open source tools (provided under any license approved by Open Source Initiative) for creation of the executable from the source code must be provided.

There must always be executables for several different platforms (at least for: MS Windows 7, Mac OSX, common Linux distributions such as Ubuntu, Fedora, Debian, and Suse).

Interaction:

Individuals in companies contracted by PREFORMA will adopt a work-practice which promote a diverse long-term sustainable Open Source community (which have active participants and contributors from several different organisations).

Individuals in companies contracted by PREFORMA for development and provision of software and associated digital assets in Open Source projects must be responsive with respect to contributions to the project and are expected:

- to engage in activities in a timely fashion,
- to promote an open collaboration and become active community members which adhere to established community values and work-practices.
- to promote external contributions to each Open Source project.
- to be active contributors in other relevant Open Source projects that are related to the Open Source project for which they are contracted.

Project leaders and coordinators for each Open Source project will promote an open collaboration in order to develop sustainable Open Source business ecosystems related to each Open Source project.

Project leaders and coordinators for each Open Source project must be responsive (with respect to contributions to the project) and are expected

- to engage in activities in a timely fashion ,
- to promote an open collaboration according to established community values used by Open Source projects with associated sustainable communities.

The open source projects conducting development of software for PREFORMA MUST actively engage in interacting with relevant standard organisations that maintain the standard specifications used by the open project. The aim is to provide feedback, resolve technical issues, and contribute to a dialogue for improvement of the technical specifications of standards.

The open source projects conducting development of software for PREFORMA MUST actively engage in interacting with relevant software providers (i.e. those providers which have developed software used for creation of files in the specific file format checked by the PREFORMA software) for provision of feedback, resolving technical issues, and contribute in a dialogue for improvement of their interpretation of the technical specifications of standards implemented in their software.

IPR distribution

The software and digital assets delivered by tenderer are made available under the following IPR conditions:

All software developed during the PREFORMA project must be provided under the two specific open source licenses: “GPLv3 or later” and “MPLv2 or later”.

All source code for all software developed during the PREFORMA project must always be identical between the two specific open source licenses (“GPLv3 or later” and “MPLv2 or later”).

All digital assets developed during the PREFORMA project must be provided

- under the open access license: Creative Commons CC-BY v4.0.
- in open file formats, i.e. an open standard as defined in the European Interoperability Framework for Pan-European eGovernment Service (version 1.0 2004)

Since all software developed and used by each tenderer will be licensed under two specific Open Source licenses (“GPLv3 or later” and “MPLv2 or later”), there is no need for a tenderer to transfer copyright of developed software to PREFORMA. It should be noted that if a tenderer so desires it is possible to establish collaboration with organisations (e.g. with FSF, PREFORMA partners, and/or other foundations) for protecting the continued openness of developed software during and beyond PREFORMA.

However, a tenderer shall not require transfer of copyright from external contributors to an Open Source project they provide on an open platform since such requirements are most likely to inhibit external contributions to the Open Source project. Hence, such requirements for copyright transfer would inhibit the overall PREFORMA goal of promoting establishment of a long-term sustainable ecosystem related to each Open Source project.

5.2 COMPLIANCE WITH THE EU DEFINITION OF R&D SERVICES

Riksarkivet requires that the tenders meet certain minimum requirements as listed below.

This procurement is carried out under the explicit exemption for R&D services under article 16(f) of the EU public procurement directive 2004/18/EC. Tenderers are kindly asked to observe that

the object of the procurement thus is restricted to cover research and development services (basic research, applied research, and experimental development), and not products or other supplies, or commercial development activities⁵. For further information about what is considered to be R&D services, please see the *Frascati Manual, Proposed Standard Practice for Surveys on research and Experimental Development* (OECD, latest edition 2002).

It is an absolute requirement that the services offered by the tenderer are within the scope of the above definition of R&D services. The tenderer accepts, upon request from the contracting authority, to provide complete and clear information about the allocation of monies paid by the contracting authority, in order to allow control of this requirement being fulfilled (that the contract value is attributable directly and exclusively to legitimate R&D services), whether during the procurement period or during the contractual period. This requirement and these obligations on the part of the tenderer apply also, where applicable, to Phase 2 and Phase 3.

Possible other public financing

Tenderers are requested to declare other sources of public financing received in areas of work related to the scope of the PREFORMA PCP. In case, tenderers have received or are receiving public financing that is subject to the State aid rules, offers shall be excluded in the case that an award of a PCP contract would result in double public financing or accumulation of different types of public financing that is not permitted by the EU State aid rules.

5.3 COMPLIANCE WITH NATIONAL REQUIREMENTS

All research, developments and tests must be compliant with national requirements concerning safety, ethics and healthcare regulation in place in the countries of the PREFORMA consortium. The tenderer shall confirm that this contractual requirement can be honoured and fulfilled.

⁵ The contract price that is offered can thus only include items that are inseparable from, and indispensable to, the R&D services that are purchased. Please refer to the chapter on 'Fixed Price Breakdown' in the tender form for information on items that can be included in the contract price, in addition to the labour price for executing the R&D activities needed to address the PCP challenge. Examples are price of equipment needed to develop the prototypes or test products, price for installing such prototype or test equipment on the procurer's premises for the duration of the test phase, the price of travel and accommodation to test sites). Please note that contracts providing more than only services are only still considered a public service contract if the value of the services (in this case the labour price for executing the R&D activities needed to address the PCP challenge) exceeds that of the products covered by the contract (e.g. equipment needed to perform the R&D service as explained above).

6. ASSESSMENT OF TENDERS

The tenders will be evaluated as set forth below only if they fulfil all unconditional requirements in this invitation to tender, the requirements in the administrative instructions and only if the tendering entity is not subject to any of the exclusion criteria.

6.1 GENERAL ASSESSMENT PROCESS

The supplier selection will be done in a way which is inspired by methods commonly used within the European Commission when evaluating proposals. It will be done by an Evaluation Committee, which is chaired by the Project Coordinator, and composed by one representative from each partner, and two external experts. Evaluation of tenders will be performed using a three-step model: a) Compliance check, b) Individual evaluation of each offer by at least three experts who are members of the Committee and c) Consensus Meeting.

The compliance check consists of a check to make sure that tenders passed the following criteria: a) Is the tender subject to any of the exclusion criteria?, b) Are the requirements in the administrative instructions met?, c) Are the minimum requirements set forth in the Invitation to Tender met?

In the individual evaluation process, each tender is evaluated by at least three experts belonging to the Evaluation Committee. Based on the experts' assessments, the preliminary ranking is made, discussed and agreed upon during the Consensus Meeting between all the Members of the Evaluation Committee, to be sure that the assessments of all tenders are consistent and equal. The Committee will make the final decision on which tenderers are to be awarded contracts.

The criteria and the method for evaluating the bids in phase 2 and 3 will essentially be based on the criteria and the method used in evaluating the original tenders as set out below, but may be elaborated or developed in further detail within those frames.

Shortly after of the evaluation, an award decision will be sent to tenderers, containing the reasons for the decisions taken. Contracts will thereafter be signed after a stand-still period of 10 days.

The Authority is committed to providing a high quality, responsive and accessible service. For tenderers that feel unhappy about the service they receive or that wish to make a suggestion about how the Authority might improve, the Authority has a complaints procedure. Complaints submitted through this procedure should be concerned with the way in which a decision has been made or an action taken, rather than objections to the merits of the actual decision or action. More information on the complaints procedure can be found in the Decision notice.

6.2 ASSESSMENT CRITERIA AND WEIGHTING

The maximum score a tender can get is 150 points. Only tenders with the following minimum scores are eligible for a contract:

- 60% of the maximum number of points: 90 points.

- 60% of the maximum number of points scored for the impact criterion: 42 points.

60% of the maximum number of points scored for the first sub-criterion of the impact section: 12 points. The assessment criteria and their weighting are listed below. The full scoring model is found in the appendix at the end of this document.

Criteria	Maximum points
Impact on the challenge	
I. The extent of how well the proposed idea/ solution/ technology meets the challenge as detailed in the Brief, and whether it will have the desired impact	20
II. Potential of the proposal to address future/ wider challenges in the area in an innovative way (e.g. by developing or employing novel concepts, approaches, methodologies, tools, or technologies)	10
III. The extent to which the approach demonstrates commercial feasibility, and whether it is a realistic commercialisation plan / route to market	20
IV. The extent to which the approach is cohesive with the open source development values and objectives that are central to the PCP	20
Technical approach	
IV. Validity of the technical approach that will be adopted	10
Quality of the tender	
V. The extent to which the tender shows a clear plan for the development of a working solution, and whether it is a reasonable plan to finish phase 3 in time	10
VI. Effectiveness of the project management	10
VII. The extent to which the tenderer and/or subcontractor appear to have dedicated the resources (e.g. human capital, equipment etc.) necessary to perform the scope of the tender	10
VIII. The extent to which crucial risks (technical, commercial and other) to project success appear to be identified, and how effectively these will be managed	10
Price	
IX. Prices for Phase 1, will be evaluated according to the relative evaluative model, with 30 points given to the tender which offers the lowest price. ⁶	30

Tender prices shall be stated in euros currency, exclusive of VAT. Duties, custom fees, taxes or other charges, if any, shall be included in the tender price. Please notice that whereas Riksarkivet expects indicative prices for all three phases, only the price offered for the first phase will be included in the tender evaluation.

⁶ http://www.upphandlingsstod.se/sites/default/files/2010_8_English.pdf, p. 12.

It is incumbent upon the tenderer who seek to obtain points to supply information which enables the scoring of the tender.

The scoring will be made according to an absolute scale, meaning that several tenderers can receive the same score and that the point a particular tenderer receives is not affected by the points other tenderers have received.

If two tenders are awarded the same number of total points in the evaluation process, they will, if necessary, be separated by drawing of lots performed by two officers of the contracting authority, or – if requested by either of the concerned tenderers – before a public notary or a representative of the local Chamber of Commerce. This will also apply to awards made for phase 2 and phase 3.

Successful tenderers will be advised according to the published key dates and will be, if awarded a contract, expected to mobilise rapidly to start the project. It is important that Phase 1 projects start soon after the contract has been issued, so that all projects can be assessed fairly and move on to Phase 2 and Phase 3 concurrently and smoothly.

Suppliers can expect that the weighting of the price criterion will increase in Phase 2 and in Phase 3.

7. CONFIDENTIALITY, PUBLICITY AND INFORMATION ABOUT THE AWARD

The principle of public access to official documents means that public documents and records (with a few exceptions) should be made available to whoever asks for them. The principle is balanced by the *obligation of professional secrecy*, that sets down that public authorities are obliged to protect business secrets of others, if disclosure may seriously harm their interests.

Experts, employees of the Authority and other persons contracted to aid in the tendering and award process will handle all information confidentially in accordance to above. Experts with a conflict of interest with one or more of the tenders will not assess these tenders.

Information from the tenders is confidential in accordance to above. However, the Authority will distribute and publish the following information about the tenders that are awarded with contracts:

- The name of the organisation
- Their location
- The title of the project
- A short summary of the project
- Contract value

The aforesaid award information will be sent to the contact information stated in the tender.

Tenderers should be aware that the Authority reserves the right to publish public summaries of the results of the PCP projects (phase 1, 2 and 3), including information of the key R&D results attained and lessons learned by the Authority. Details will not be disclosed that will harm the legitimate business interest of the contractors involved in the PCP or that would distort fair competition on the market.

8. DISTRIBUTION OF IPR RESULTING FROM THE PROJECT

The Consortium Agreement defines access rights to background and ownership of foreground which are specific to PREFORMA. (In all circumstances the provisions of the European Commission Grant Agreement takes precedence over other agreements.)

The PREFORMA project will use copyleft licenses for all developed software and associated digital artefacts. All software will be provided under both "Mozilla Public License (MPL) v2.0 or later" and under "GNU General Public licence 3.0 (GPLv3) or later". All developed and provided software under these two licenses is identical, and all software is synchronously released. All associated digital assets developed during the project will be provided under copyleft conditions. Therefore, all associated digital artefacts (e.g. instructions, manuals, documentations, test cases, etc.) developed during the project will be provided under the Creative Commons (CC) license Attribution-ShareAlike 4.0 Unported (CC BY-SA 4.0) in order to allow for use of relevant examples and test cases when demonstrating effectiveness of developed software in a variety of different usage contexts and after the end of the PREFORMA project.⁷

The PREFORMA project will use an open work practice, which (in addition to use of the specific Open Source licenses for all contributions to each Open Source project) involves adherence to established open source community norms and values in order to maximise transparency and acceptance amongst the broader community of volunteers and open source companies. It also entails publication of a roadmap and use of wikis, forums, issue trackers, software configuration management systems, in order to promote the open collaborative development process. Also, a collaborative platform for open source software development (e.g. GitHub or equivalent) will be used to support an open work practice. Early and frequent open releases will be used and the developed software will be provided from the very beginning of the development, with evolving functionality over time.

For specific information about IPR rights and obligations please see the framework agreement ([Framework Agreement_6](#)).

⁷ See further www.opensource.org and <http://creativecommons.org/>.

9. JUDICIAL REVIEW

Any legal claim, or petition or application for judicial review, with regard to the present procurement procedure, whether before civil law courts or administrative courts, shall be made in Sweden. By submitting a tender, the tenderer accepts the exclusive jurisdiction of the Administrative Court in Stockholm.

10. LIST OF DOCUMENTS

The Invitation to Tender consists of the following documents:

- Invitation to Tender_1 (this document)
- Challenge Brief_2
- Guidance_3
- Tender Form_4
- Questions and Answers _5
- Framework Agreement_6

The documents are all marked with the reference number for the PCP.

11. APPENDIX: SCORING MODEL

IMPACT ON CHALLENGE

I.	The extent of how well the proposed idea/ solution/ technology meets the challenge as detailed in the Brief, and whether it will it have the desired impact
[1]	There is no indication that the proposal will meet the challenge
[4]	There is very little indication that the proposal is likely to meet the challenge
[8]	There is little indication that the proposal is likely to meet the challenge
[12]	There is some indication that the proposal is likely to meet the challenge
[16]	There is indication that the proposal will meet the challenge
[20]	There is clear indication that the proposal will meet the challenge

II.	Potential of the proposal to address future/ wider challenges in the area in an innovative way (e.g. by developing or employing novel concepts, approaches, methodologies, tools, or technologies)
Scoring Guide	
[1]	The project shows no potential to address future/ wider challenges in the area
[2]	The project shows little potential to address future/ wider challenges in the area
[4]	The project shows some but limited potential to address future/ wider challenges in
[6]	The project shows potential to address future/ wider challenges in the area (including in particular novel, innovative approaches)
[8]	The project shows adequate potential to address future/ wider challenges in the area (including in particular promising new concepts, approaches, methodologies, tools or technologies)
[10]	The project shows very high potential to address future/ wider challenges in the area (including in particular innovative, showing use of novel concepts, approaches, methodologies, tools or technologies)

III.	The extent to which the approach demonstrates commercial feasibility with respect to open source business models, as detailed in the Brief
Scoring Guide	
[1]	The tender gives no indication that the solution will be commercially feasible
[4]	The tender gives little or no confidence that the solution will be commercially feasible
[8]	The tender gives some indication that the solution may be commercially feasible, however, there is little confidence in the approach
[12]	The tender gives some indication that the solution will be commercially feasible
[16]	The tender gives indication and confidence that the solution will be commercially feasible
[20]	As described, the proposed outcome shows strong promise of commercial feasibility

IV. The extent to which the approach is cohesive with the open source development values and objectives that are central to the PCP	
Scoring Guide	
[1]	The tender gives no indication that the solution is cohesive
[4]	The tender gives little or no confidence that the solution will be cohesive with open source development values and objectives
[8]	The tender gives some indication that the solution may be cohesive, however, there is little confidence in the approach
[12]	The tender gives some indication that the solution will be cohesive with open source related values and objectives
[16]	The tender gives indication and confidence that the solution will be cohesive with open source related values and objectives
[20]	As described, the proposed outcome shows strong promise of cohesiveness with open source development values and objectives

TECHNICAL APPROACH

V. Validity of the technical approach that will be adopted	
Scoring Guide	
[1]	There is no information given on the technical approach
[2]	The technical approach is poorly described
[4]	The technical approach described is unlikely to be valid for this challenge
[6]	The technical approach is valid but may not be sufficient to meet the challenge
[8]	The technical approach described is valid and is likely to meet the challenge
[10]	The technical approach described is highly valid and shows a strong likelihood to meet the challenge

QUALITY OF THE TENDER

VI. The extent to which the tender shows a clear plan for the development of a working solution, and whether it is a reasonable plan to finish phase 3 in time	
Scoring Guide	
[1]	The tender does not contain a plan or milestones for the development of a working solution
[2]	The tender goes some way to describe a plan for the development of a working solution.
[4]	The tender contains a brief plan for the development of a working solution.
[6]	The tender contains a relatively clear plan for the development of a working solution.
[8]	The tender contains a clear plan for the development of a working solution.
[10]	The tender contains a very clear plan for the development of a working solution.

VI. Effectiveness of the project management	
Scoring Guide	
[1]	Project management is not described in the tender.
[2]	Project management is poorly defined and gives little confidence that the project will be managed appropriately.
[4]	Project management is defined but gives little confidence that the project will be managed appropriately.
[6]	Project management is well defined; this may result in a well-managed project.
[8]	The tender shows a good management plan that should enable resources to be used appropriately, and shows some exploitation of research outputs
[10]	The tender shows a strong management plan that will enable resources to be used appropriately, and will ensure maximum exploitation of high quality outputs

VII. The extent to which the tenderer and/or subcontractor appear to have dedicated the resources (e.g. human capital, equipment etc.) necessary to perform the scope of the tender	
Scoring Guide	
[1]	There is no information that describes that the tenderer or any sub-contractor(s) have dedicated adequate resources.
[2]	There is minimal information that describes that adequate resources have been dedicated of the tenderer or any sub-contractor(s), therefore it is very difficult to make an assessment.
[4]	There is some information that adequate resources have been dedicated from the tenderer or any sub-contractor(s), but they appear unlikely to be sufficient for the project.
[6]	There is information, and adequate resources appear to have been dedicated from the tenderer or any sub-contractor(s).
[8]	There is information, and it clearly supports that adequate resources have been dedicated from the tenderer or any sub-contractor(s).
[10]	There is information, and it allows for an unreserved conclusion that adequate resources have been dedicated from the tenderer or any sub-contractor(s).

VIII. The extent to which crucial risks (technical, commercial and other) to project success appear to be identified, and how effectively these will be managed	
Scoring Guide	
[1]	The tender does not mention risks or how the tenderer intends to manage these
[2]	Management of risk is ill-defined and inappropriate
[4]	Management of risk is defined but is inadequate for this project
[6]	Risk is clearly considered and proposed management of it is appropriate
[8]	Risk is well defined and will be well managed
[10]	Risks are well understood and articulated in the tender and will be managed appropriately

PRICE

- IX. Prices for Phase 1 will be evaluated according to the relative evaluative model, with 30 p given to the tender which offers the lowest price.⁸

⁸ http://www.upphandlingsstod.se/sites/default/files/2010_8_English.pdf