



# Atlassian Service Provider for the City of Reykjavík

## Tender no. 15581

Tender Documents

**Buyer**

IT service of the City of Reykjavík

**Tender Procedure Supervisor**

Reykjavík Procurement Office

**August 2022**

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## **o. Tender terms**

In this Chapter the tender procedure terms and conditions are described as well as general information regarding the tender procedure. This Chapter also contains information regarding the qualification criteria set forth for tenderer to meet in this tender procedure.

### **0.1 General information**

Reykjavík Procurement Office (RPO hereafter), on behalf of the IT Department (UTR) of the Department of Service and Innovation (the Buyer hereafter), welcomes tenders for:

The Buyer is looking for a Technology Services Provider that can provide a designated Team Leader (Tech Lead) and other Technology Services Specialists and Consultants that have senior experience in Atlassian Systems as defined further below in the tender documents.

This is a competitive procedure, where any company can submit a tender.

#### **0.1.1 Tender overview**

- OJEU tender: Yes.
- Type of tender: Open tender
- Deadline for inquiries: September 2<sup>th</sup> 2022 at 12:00
- Deadline for response to inquiries: September 13<sup>th</sup> 2022 at 12:00 pm
- Deadline for tender submissions: September 19<sup>th</sup> 2022 at 10:00 am
- Tender validity: Tenders shall be valid for 12 weeks after opening of tenders

#### **0.1.2 Information about the tender procedure supervisor**

Reykjavik Procurement Office

Borgartun 12-14

105 Reykjavík

Iceland

Telephone: +354 411-1040

Email: [utbod@reykjavik.is](mailto:utbod@reykjavik.is)

Tender portal: <http://utbod.reykjavik.is>

Website: <http://reykjavik.is/utbod/>

#### **0.1.3 Procurement documentation**

This procurement documentation, attachments and appendices include specifications of requirements for the services, tenderer requirements in terms of financial and technical capabilities and the contract. Below is a list of the procurement documentation:

- Tender documents no. 15581

- Tender Sheet no. 15581 (Excel Sheet which includes Tendering Form, Tendering Bill of Quantity (BOQ), etc.) See chapter 0.3.1, )
- Attachment F1 – Data Processing Agreement (DPA)
- Attachment F2 – Non Disclosure Agreement (NDA)
- Appendices or clarifications published by RPO if necessary

All tender documents referenced from here on out, will be known as Tender documents no. 15581.

## **0.2 Inquiries and clarifications**

The tenderer is advised to thoroughly read all documents related to this procurement and follow the given instructions for this procedure.

Should a prospective tenderer need further information or notice any kind of inconsistency in the provided tender documents that could affect the tender content or tender price, an inquiry shall be sent via the tender portal <https://utbod.reykjavik.is/> no later than on the specified deadline for inquiries. Inquiries received later will not be accepted.

Additional information and appendices regarding the tender procedure will be published on the RPO tender portal before the specified response deadline. Participating tenderers are responsible for being informed and accessing additionally published information on the RPO tender portal.

Tenderers are responsible for monitoring the e-mail address they provide for the Tender portal when retrieving the procurement documents, because all the answers, clarifications and any adjustments from the procurement authority will only be communicated through the Tender portal and notified via the e-mail address provided by the tenderer.

## **0.3 Preparation and delivery of tenders**

Tenders shall be prepared and delivered as described in these tender documents and on the tender portal. It is vital that the submitted response includes all required information of the tender.

Tenders shall include all cost and expenses of any kind to fulfil the contract as described in these documents including but not limited to; management cost for meetings, maintenance contracts, for the total maximum contract period. Presented contract amounts should not include value added tax.

The Buyer reserves the right to reject tenders that are not presented in accordance with this tender documentation.

No participation fees will be paid to tenderers participating in this tender procedure or to prepare the submission of a tender.

Tenders for this request, together with requested documents, shall be delivered electronically before the return date for tender submission has passed on the tender portal: <http://utbod.reykjavik.is>.

Tenders received later than the specified return date for tender submissions will not be accepted.

Tenders and other documents as well as inquiries and replies shall be in English and/or Icelandic.

RPO recommends that the tenderers familiarize themselves with Reykjavik City tender portal and prepare for the delivery and submission of tenders in good time. RPO cannot ensure that the

tenderers receive assistance with the usage of the tender portal. RPO will make all reasonable efforts to assist tenderers in the use of the tender portal, provided that the request for help is received with a reasonable notice or no later than two working days before the relevant time limit expires.

A tender shall be signed and dated by a person from the tenderer who is authorized according to law and according to the organizational structure of the tenderer to undertake a binding commitment.

The submitted tender shall include information concerning qualification of all mentioned parties and team members.

If there is a discrepancy between the Tender Register and the Tendering Form, the tenders will be corrected according to the Tender Register.

### **0.3.1 The Tender Sheet**

The Tender Sheet is in an Excel document. The Tenderer must enter information on the pages (tabs) in the Tender Sheet on how the minimum requirements have been fulfilled and give a more detailed description where requested. The Tenderer must also enter relevant information on other pages in the Tender Sheet. The pages are numbered from 1-6 and are as follows:

1. Tendering Form
2. Tendering Bill of Quantity (BoQ)
3. Information on Professional Qualifications
4. Information on Financial Standing
5. Information on Technical and Professional Capabilities
6. Information on Wages, Benefits, and Chain Liability

The Tenderer must include in their tender all costs that they will incur according to these tender documents. Tenders must include all costs and fees, by whatever name, incurred as a result of the project, as described in these tender documents. Tender amounts must be specified **without VAT**.

When the Tenderer submits their tender, they must fill in Page 2 "Tender BoQ" by entering the unit price. The Tender BoQ is itemized for those cost items where the Buyer requires unit prices.

If there is a discrepancy between the Tender BoQ (Page 2) and the Tendering Form (Page 1), the tenders will be corrected according to the Tender BoQ.

A detailed Tender BoQ must be completed, with the understanding that the unit price and total price in the itemized Tender BoQ should encompass the project at hand as a whole, including all work, even if it is not specifically indicated, but which may be considered necessary to complete the project and service in an appropriate, reliable, and professional manner. This must be considered part of the Contract and all resulting costs must be included with a detailed breakdown in the pay items in the Tender BoQ. The total cost is automatically entered onto the Tendering Form (Page 1) in the Tender Sheet.

### **0.3.2 Partial quotation**

Partial quotation will not be accepted.

### **0.3.3 Disclaimers**

Any disclaimers in tenders from tenderers will not be accepted and can cause invalidation/rejection of tenders.

### **0.3.4 Alternative tenders**

Alternative tenders will not be accepted. The tenderer may not include reservations or contradictory terms.

## **0.4 Accompanying documents**

The following documents shall be enclosed as part of the submitted documents:

- A. Completed and Signed Tendering Form (Page 1 of the Tender Sheet)**
- B. Completed and Signed Tender Bill of Quantity (Page 2 of the Tender Sheet)**
- C. Information about Professional Qualifications (Page 3 of the Tender Sheet)**
  - ✓ Data according to Chapter 0.7.1.
- D. Information about Financial Eligibility (Page 4 of the Tender Sheet)**
  - ✓ Data according to Chapter 0.7.2.
- E. Qualification Information about Technical and Professional Capabilities (Page 5 of the Tender Sheet)**
  - ✓ Data according to Chapter 0.7.3.
- F. Information on Wages, Benefits, and Chain Liability (Page 6 of the Tender Sheet)**
  - ✓ Data according to Chapter 0.
- G. Information concerning qualification of all parties and team members**

2.1 For reference the above demands have been marked ✓ for inclusion in the applicable section of requirements. Tenderer must provide all requested documents together with their tender whether it is marked or not.

RPO reserves the right to request other information pertinent to this invitation to tender.

Tenderers must provide all requested documents together with their tender. Failure to comply can result in rejection of tenders.

## **0.5 Revocation of tenders**

A tenderer may revoke his tender prior to opening of submitted documents. Revocation of tenders must be done electronically on the tender portal before the opening procedure.

## 0.6 Opening procedure

The opening procedure will be conducted electronically on the City of Reykjavík's tender website. The opening procedure will take place after the specified deadline for the submission of tenders has expired. The minutes of the opening meeting will be published on the website of Reykjavik City (<https://reykjavik.is/opnun-tilboda-2022>) after the opening procedure. The minutes will contain information on the names of the Tenderers, "Total Tendering Price for Service Fees".

## 0.7 Required Qualifications

The technical and professional ability of a tenderer shall be sufficiently secure so that commitments to the contracting authority may be fulfilled.

### 0.7.1 Requirements regarding Operating license to pursue the professional activity

The following requirements are made for eligibility due to Tenderers' operating licenses and these requirements apply to all parts of the tender unless otherwise stated. If Tenderers are not able to fulfil the eligibility requirements outlined in the tender documents with regards to operating licenses, their tenders will be rejected.

- ✓ Tenderer shall submit a copy of their official operating license issued by the relevant authorities in the tenderer's registered country, see page 3 of the Tender Sheet.

### 0.7.2 Requirements Regarding Economical and Financial Standing

The tenderer must fulfil his statutory obligations in his home country regarding demands for registration, payment of taxes and mandatory social insurance charges for tax- and fee obligations. The tenderer shall have no debts in respect of mandatory social security contributions or taxes in his home country that involve the debt being registered with the relevant agency in his home country. This requirement does not apply to any debts relating to negligible amounts or similar circumstances.

- ✓ The tenderer shall submit with his tender a confirmation issued by the relevant authorities in the tenderer's registered country that the above requirements are fulfilled.

If tenderers are not able to fulfil the eligibility requirements outlined in the tender documents with regards to financial standing, their tenders will be rejected.

- ✓ The Tenderer must have positive equity, see Page 4 of the Tender Sheet.
- ✓ The Tenderer's annual turnover must be at least EUR 350.000, see Page 4 of the Tender Sheet.

The assessment of the Tenderer's financial eligibility is based on the date of the opening procedure.

### 0.7.3 Requirements regarding Technical and Professional Capability

The following qualification requirements are made with regard to Tenderers' technical and professional capabilities. If Tenderers are not able to fulfil the eligibility requirements outlined in the

tender documents with regards to technical and professional capabilities, their tenders will be rejected.

The tenderer's technical and professional capacity shall take into account the tenderer himself / herself and / or the relevant specialist who will carry out the project. During the contract period, the tenderer may not entrust another party or other expert (other than the one originally nominated by the tenderer) to carry out the project, except in consultation and with the consent of the buyer.

The tenderer's specialist is defined as a Technical Leader (Tech Lead) and must be able to work closely with other specialists and managers of the Service and Innovation Division (PON) to which the UTR office belongs. He has to manage the projects and the other tenderer's specialist that will be working with him on the project.

**The following requirements are made regarding the tenderer:**

The Tenderer must be a Atlassian Platinum and Government Solution Partner,

- ✓ The Tenderer must submit verification, see Page 5 of the Tender Sheet.

The Tenderer must be a Atlassian Platinum Marketplace Partner

- ✓ The Tenderer must submit verification, see Page 5 of the Tender Sheet.

The Tenderer must be a Atlassian Certified Training Partner

- ✓ The Tenderer must submit verification, see Page 5 of the Tender Sheet.

The Tenderer must have a team of a minimum of 300 employees

- ✓ The Tenderer must submit documentation, see Page 5 of the Tender Sheet.

The Tenderer must have experience in servicing and operating the Atlassian Systems **for at least 2 years in the past 7 years**, with satisfactory results.

- ✓ The Tenderer must specify for confirmation the names of at least **two governmental clients** who have been serviced according to the service contract, see Page 5 of the Tender Sheet
  - The Tenderer must specify, for confirmation, the names of at least two governmental clients who have been serviced according service contract.
  - The Tenderer must submit a statement from at least two clients, stating the clients assessment of the service and whether the service provider proved suited to the task of resolving issues that arose during the service period.

The Tenderer must maintain active quality management protocols, which include the use of procedures for software development, documentation of system development, and quality management in the operation and service of systems.

#### **0.7.4 Evaluation of tenders**

A binding contract will be made with the party with the most competitive and valid on the basis of the lowest price.

The tenderer's offer is considered unacceptable if the tenderer offers a higher price than the buyer's cost estimate assumes. The buyer, however, reserves the right to accept an offer that is higher than the cost estimate, as applicable.



The Buyer reserves the right to call for explanations, presentations, information, or to call for an explanatory meeting with the Tenderer, if the documents submitted by the Tenderer appear to be incomplete or if certain documents are missing, so that the Buyer can better evaluate the Tenderer's tender with regards to minimum requirements and the Tenderer's eligibility.

## **0.8 Reason for exclusion Tenderers' circumstances**

If the Buyer has knowledge, on the day of the opening of tenders, regarding a tenderer's conviction by final judgment for corruption, fraud, money laundering, terrorism, terrorism-related offenses, trafficking or participation in organized crime organizations, the tenderer shall be excluded from participation in this procurement procedure. The obligation to exclude a tenderer also applies when the person convicted by final judgment for the aforementioned violation is a member of the board, executive or supervisory board, of the tenderer or has powers of representation, decision or control therein.

The tenderer may be excluded from this process if any of the situations mentioned in paragraphs 4 and 6, Article 68 of the Act on Public Procurement no. 120/2016 applies to him.

In assessing whether the conditions of paragraphs 3, 4 and 6, Article 68 in the Act on Public Procurement no. 120/2016 does apply to the tenderer, it must be considered whether the tenderers business entity is, with the same or almost the same owners, in the same or almost the same business activity in the same market, irrespective of whether the company has changed its identification number or was established too new. For this purpose, it is permissible to examine the business history of management and key owners of the tenderer.

If an examination of the business history of the executives or the principal owners of the tenderer reveals an event in accordance with the above provisions or similar events concerning the tenderer, managers or its owners, the Buyer reserves the right to reject his tender, provided that the same business entity does share the same or nearly the same owners (or relatives or associates of previous owners), in the same or nearly the same economic activity, in the same market but with a new identification number.

## **0.9 Award decisions and contract award notice**

When the Buyer has reached a decision, RPO will award the contract to the tenderer (contractor hereafter) whose tender is the most economically advantageous or reject all tenders. An award notice will be sent to all participating tenderers.

The Buyer shall not be liable for any compensation with respect to the tenderers whose tenders have not been accepted, nor shall it be liable when deciding not to award the contract.

# **1. Terms of the Contract**

The terms of the contract stipulate the obligations and rights of parties to the contract, once the tender has been given final approval, and a binding contract has been reached at the conclusion of the procurement process. At the conclusion of the procurement process, the Buyer will award the contract to the party, which will hereinafter be referred to as the "Seller" and/or "Tenderer".

## 1.1 Price basis

The service fee shall be presented in EUR currency. All bids will be reverted into ISK at the exchange rate at the date of the submission deadline. The service fee will be indexed on a yearly basis, according to changes in exchange rate of EUR.

## 1.2 Payments

Monthly payments for service fees.

The City of Reykjavík reserves a 30-day payment grace period, based on the date of the invoice. If an invoice is not submitted as specified or does not contain sufficient information to confirm its validity, the agreed payment grace period will not apply.

In the case that the City of Reykjavík pays invoices according to a tariff that has not been confirmed by the Buyer, this does not constitute recognition of a new tariff. If this becomes apparent, the City of Reykjavík reserves the right to set off debts based on the current tariff.

Sellers who wish to inquire about the status of their invoices with the City of Reykjavík, may contact the Division of Finance and Risk Management at tel. +354-411-1111 or email them at: [bokhald@reykjavik.is](mailto:bokhald@reykjavik.is).

### 1.2.1 Electronic Invoices

The Seller must submit an invoice for the project after the product, service or project has been delivered and approved by the Buyer.

Fees that are not related to goods or services issued, such as billing fees or service charges, must not be included on the invoice.

All invoices to the City of Reykjavík must be submitted in an electronic format. They must adhere to the current technical specifications for electronic invoicing from the Icelandic Standards Council (Staðlaráð Íslands).

Information regarding electronic invoices can be found on the City of Reykjavík website at: <http://reykjavik.is/sjalfvirkir-rafraenir-reikningar>.

Invoices for costs incurred must contain the following information:

- The City of Reykjavík's ID Number - Central Fund: **530269-7609**
- Cost Center/Department: **01395**
- Project Number and/or Project Component: U-Atlassian
- Contract Number/Tender Number: **U15581**
- GLN ID number: **5699112304752** (Systems Development)
- UNSPSC Code: Buyer will specify]
- Itemization of goods and/or services, quantity, units, and unique number if available
- Itemization of specialist services, quantity, units, and unique number if available
- List price without VAT, discount percentage, and discount price without VAT.

Electronic invoices must be submitted on the date specified on the invoice.

The City of Reykjavík reserves the right to reject invoices that do not fulfil the above conditions.

If further information is required regarding electronic invoices, Agresso experts from the City of Reykjavík's Division of Finance and Risk Management may be reached at tel. +354-411-1111, or contacted by email at: [rafraenir.reikningar@reykjavik.is](mailto:rafraenir.reikningar@reykjavik.is).

Tenderers must include all costs for the issuance and submission of electronic invoices in their tendering price, including invoice itemization.

### 1.2.2 UNSPSC Product Classification

UNSPSC (United Nations Standard Product and Services Code®) is an international classification system for goods and services. The UNSPSC classification is suitable for all types of products and services, and for all sectors of the economy. The UNSPSC standard is an open standard and is accessible to parties free of charge.

The structure of the United Nations Standard Product and Services Code:

- Segment: 10000000
- Family: 10100000
- Class: 10101500
- Commodity: 10101501

The City of Reykjavík requires the Seller to include a UNSPSC code in each line of all electronic invoices, according to instructions for electronic invoicing.

Further information on the UNSPSC classification system can be found at <https://www.unspsc.org/>.

### 1.3 Communication During the Contract period

When a binding contract has been made, the contractor will appoint his representative to manage all communications with the Buyer, e.g. a Representative of contractor. This person shall be aware of the essence of this contract and be able to direct all questions and requests to the right division or person within his company in case he cannot respond personally. Representative of contractor will be responsible for the contractual obligations on behalf of his company and his co-workers in all cases.

The service provider shall provide detailed update on the progress of the Project every two weeks via conference calls with the Buyer.

The Buyer may request minor changes to the project and the parties must come to a contract on those changes and payments for the changes, before they are implemented. Similarly, the Seller may request changes, as long as they have no effect on the Buyer's operations. All requests for changes, subsequent purchases, new projects, or cancellation of purchases, each party must be notified in writing, with reasonable notice, in accordance with the nature of the project.

A contract on changes, subsequent purchases, new projects, or cancellation of purchases must be in writing and signed by each party.

## 1.4 Delivery and Terms of Delivery

Delivery of the Service must take place in consultation with the Buyer. The Buyer will consult with the Tenderer on a Project Plan. The start of the project will be negotiable but no later than 30 days after the Tender process has ended and Tenderer has been officially selected.

## 1.5 Periodic Penalty Payment

Should delivery be delayed beyond the agreed date of delivery of service as detailed below for causes that cannot be attributed to the Buyer, the Buyer can demand from the Seller a penalty payment to the amount of EUR 200, without VAT, for each calendar day of delayed delivery beyond the agreed delivery date, adjusted to the consumer price index from the date of signing. However, the maximum penalty payment will not exceed the equivalent of EUR 40,000, without value added tax. If the maximum penalty payment is reached, this will be considered a significant breach of the contract.

- If requested service is not performed by Seller in 30 days from the request from the Buyer

The Buyer is permitted to set off any debts arising from the terms and conditions of this Contract. Debt settlement may be offset against the total tendering price if payments due to a fine have not been paid.

At any time during the contract period, the Seller must be able to demonstrate to the Buyer that all rights and obligations towards their employees are being fulfilled in accordance with Chapter 0. The Seller agrees that if they are unable to present documents, or demonstrate to the Buyer's inspector that those contractual obligations are being fulfilled, within fifteen calendar days from the time the request is made in writing by the Buyer, the Buyer may impose a fine of EUR 670 without VAT, on the start of each calendar day in excess of fifteen calendar days of delay from the agreed date of delivery, adjusted to the consumer price index according to the Icelandic Statistical Institute, from the date of signing. However, the maximum penalty payment will not exceed the equivalent of EUR 40,000, without value added tax. If the maximum penalty payment is reached, this will be considered a significant breach of the contract, according to Chapter 1.14.

If the Seller is found to be in breach of their chain liability, according to Chapter 0, the Buyer may impose penalties until the Seller has ameliorated the breach of the chain liability regarding all the employees in question. In such cases, the Buyer can impose a penalty payment to the amount of ISK EUR 670, without VAT, at the start of each calendar day where the provision of the chain liability has been violated, adjusted to the consumer price index according to the Icelandic Statistical Institute, from the date of signing. However, the maximum penalty payment will not exceed the equivalent of EUR 40,000, without value added tax. If the maximum penalty payment is reached, this will be considered a significant breach of the contract, according to Chapter 1.14.

The provisions of this Chapter must not limit the Buyer's right to claim further compensation, if necessary due to delays in delivery pursuant to statutory remedies for non-compliance, should they be beyond this provision.

## **1.6 Force Majeure**

Neither the contractor nor the contracting authority will be required to pay compensation if force majeure applies which neither party can be blamed for, such as war, fire, natural disaster, strike, lock-out or other such events that prevent the performance of this contract.

In the event of an unforeseen situation due to unforeseen causes (force majeure), such as trade barriers, damages in transport, fire, epidemics, strikes, natural disasters, conflict, terrorism, major accidents, Labor disputes, government orders, or disruption of telecommunications or energy supply, the Seller or Buyer must disclose knowledge of any such situation as quickly as possible, and specify how this will affect their contractual obligations. If any of the above circumstances arise, non-compliance measures may not be applied even though the Seller or Buyer is unable to fulfil their contractual obligations, provided that such circumstances arose after the contract came into force, and could not be predicted in the run-up to the contract.

## **1.7 Warranty and Insurance**

The contractor shall have all mandatory insurance policies required in his field of operation.

## **1.8 Accuracy of the Provided Information**

The information provided in these tender documents supplied by the Buyer has been prepared in good faith, but does not purport to be comprehensive, nor to have been independently verified. The tender documents do not purport to contain all the information that a tenderer may require, and each tenderer should carry out its own enquiries and/or undertake its own due diligence exercise to satisfy itself that it can fully respond to the requirements in these documents and at other stages during the procurement process, and that it has sufficient resources to meet the requirements if successful. Tenderers should carry out their own due diligence checks to verify the accuracy of any information provided and to assess the extent of the risks for which they are to assume responsibility in relation to this procurement process and under the contract.

## **1.9 Assignment and transfer of rights**

The contractor must have a written consent of the Buyer prior to assign, transfer or hypothecate his rights or obligations under the contract.

The Seller is not permitted to transfer or mortgage their right according to a contract made following this Tender without the written consent of the Buyer.

The Seller is not permitted to bind the Buyer in any way through loans or other obligations that they may take on during the contract period. Neither is the Seller permitted, without the express consent of the Buyer, to mortgage materials, equipment, machinery, or other components that constitute a part of the project and have been paid for by the Buyer.

A product for which the Buyer has received an invoice may not have a reservation of title from the Seller of the product, without the express consent of the Buyer.

## 1.10 Subcontractors

The tenderer is not allowed to use subcontractors.

## 1.11 Requirements for Wages, Benefits, and Chain Liability

The Seller must ensure and bear responsibility for all employees, whether employees of either party, subcontractors, or temporary staff, receiving their due wages, benefits, health, and accident insurance, along with other benefits, in accordance with applicable Labor contracts and laws at any given time. The Seller must also ensure, through active supervision, that the employees of subcontractors and temporary staff receive their due wages and benefits in accordance with the above.

- ✓ The Tenderer must submit a signed statement (page 6 of the Tender Sheet) testifying to their responsibility to ensure that all employees, whether employees of either party, subcontractors, or temporary staff, receive wages, benefits, health and accident insurance, and other benefits in accordance with applicable Labor contracts and laws at any given time. The Seller must also ensure, through active supervision, that the employees of subcontractors and temporary staff receive their due wages and benefits in accordance with the above.

The Buyer must also be allowed to pay overdue payments to subcontractors and other employees, which correspond to salary-related payments, at the expense of the Seller if they do not uphold such payments, cf. Article 42 Purchasing rules of the City of Reykjavík.

If the Seller does not fulfil their contractual obligations in accordance with the provisions of this Chapter, the Buyer may apply the provisions laid out in Chapter 1.14.

## 1.12 GDPR and NDA

The City of Reykjavík aims to ensure the reliability, confidentiality, and security of all personal data that is processed on behalf of the City of Reykjavík. The City of Reykjavík has therefore established a personal data protection policy, in accordance with the provisions of Act no. 90/2018 on personal data protection and the processing of personal data (hereinafter referred to as the Personal Data Protection Act). The Act is based on the European Parliament and Council Regulation no. 2016/679 from April 27, 2016, regarding the protection of individuals when processing personal data, and on the free transfer of such data (the General Data Protection Regulation). The EU Regulation is called the "General Data Protection Regulation" (GDPR).

Based on this Tender, the Seller is not supposed to process personal data on behalf of the City of Reykjavík as controller. In case of, during the contract period, the Seller will need to process personal data on behalf of the Buyer, the Seller will be designated as a processor and responsible for the processing of personal data in accordance with the provisions of the Personal Data Protection Act. All processing of personal data is forbidden until the Annex 1 of Attachment F1 (Data Processing Agreement) has been updated in accordance with the purpose of processing, data subjects and categories of personal data. When submitting a tender, the Seller is confirming that the Attachment F1 and Annex 1 will apply and the documents are a part of the Procurement documentation.

The Buyer reserves the right to request data and/or information during the contract period relating to the protection of personal data and the processing of personal data.

Deviations from these provisions, requirements pursuant to the processing contract, laws and regulations relating to the protection of personal data constitutes a significant breach of this Contract.

The city of Reykjavik Privacy Policy is available at <https://reykjavik.is/en/city-of-reykjavik-privacy-policy>.

**The Tenderer must obtain signed non-disclosure agreements from all employees who will be working on the Project according to the Tender documents.**

### **1.13 Responsible Procurement**

As part of the City of Reykjavík's responsible procurement practices, policies have been set out in various categories. The Buyer has factored in the City of Reykjavík's policies regarding responsible procurement for this tender.

### **1.14 Breach of Contract and Termination**

The Seller shall exercise its contractual obligations in accordance with the provisions of this tender documents. If he defaults on them, the Buyer may cancel payments or apply other legal remedies for default.

If the Buyer suffers damage due to the Seller's default, the Seller is fully liable for compensation for this in accordance with the provisions of law and the general rules of tort law.

If the Seller seeks composition, a moratorium, or requests for bankruptcy of his estate or if an unsuccessful foreclosure is made on him at any time during the contract period, the Buyer may terminate the contract without further notice.

If the Seller is responsible for repeated or significant breaches of the contract, the Buyer may terminate the contract without further notice.

At any time during the contract period, the Seller must be able to demonstrate to the Buyer that all rights and obligations towards their employees are being fulfilled in accordance with Chapter 0. The Seller agrees that if they are unable to present documents, or demonstrate to the Buyer's inspector that those contractual obligations are being fulfilled, within five days from the time the request is made by the Buyer, the Buyer may impose a penalty for each day that the requested information is not supplied, or cancel the contract without further notice, cf. Chapter 1.14.

If the Seller is found to be in breach of their chain liability, according to Chapter 0 0, the Buyer must impose penalties until the Seller has ameliorated the breach of the chain liability regarding employees in question. In such cases, the Buyer must impose a penalty that amounts to 0.5% of the total contract price, for each day that the chain liability provisions are violated, or terminate the contract without further notice, cf. Chapter 1.14.

### **1.15 Governing Laws**

The Seller will, in every respect, be subject to the provisions of Icelandic laws and regulations. The Seller must ensure that the delivered goods and/or services are in accordance with applicable laws and regulations, and international contracts to which Iceland is a party, at any time throughout the contract period.

The Seller must be aware that provisions in Icelandic laws and regulations are subject to change during the contract period. The service must, at all times, be in accordance with applicable Icelandic laws and regulations, and the Tenderer must adapt the service or their working procedures in the event of changes, for example by updating the System to accommodate such changes.

### **1.16 Disputes**

If a dispute arises as a result of the project covered by this prospectus, the parties shall make every effort to reach a settlement and even seek formal mediation from a mediator, otherwise the dispute shall be referred to the Reykjavík District Court.

### **1.17 Period of Validity for the Contract**

The contract is valid for 2 years from the date that the contract is finalized, with the possibility of 4 extensions of 12 months at a time. Therefore, the maximum total duration of the contract period is 6 years.

The contract may be terminated with six months' notice six months after the signing of the contract.

### **1.18 Completion of the Contract**

At the end of the contract period, the Seller must deliver all of the Buyer's data to the Buyer, in format chosen by the Buyer. The Buyer must grant the Seller at least 14 days' notice of prior to the delivery of the data. The Seller must consult with the Buyer regarding the transfer of the data at the completion of the contract.

The Seller must erase the Buyer's data from their data stores after delivering data to the Buyer, and after the Buyer has confirmed in writing that such erasure may take place. At the completion of the contract, personal data must be handled in accordance with the provisions of the processing contract. The Seller must send the Buyer confirmation that the data has been erased, once data erasure is complete.

### **1.19 Optional Additional Purchases during the Contract Period**

The buyer will have permission for additional purchasing of service, additionally 50% more than the cost estimate.



## 2. Technical Specifications

### 2.1 Purpose, Objective and Requirements

The Buyer is looking for a service provider as a partner in developing work procedures for the Buyer's projects concerning Atlassian Solutions and third-party add-ons within Atlassian Suite. The aim is to award the contract to a Tenderer with experience and working knowledge of best practice in the dissemination of setting up Atlassian products, and a clear vision for the goal we aim to seek in work procedures and setup regarding relevant software solutions. Services and efficient communication regarding best practices are paramount.

The IT department for the City of Reykjavik needs an Atlassian senior Tech Lead for the Atlassian product that can lead multicultural team and work with team leaders within Reykjavik and can function as a key person that can take initiative and make decisions to speed up delivery. This key person needs to act like an employee of Reykjavik with its best interest at heart and is measured on delivery. This person needs to be able to spot and solve challenges and problems whether they are HR or tech.

We need 2-5 Atlassian developers that have training and experience designing, developing, and implementing different solutions for various project within the city with Atlassian products.

The IT department for the City of Reykjavik is in the first phase (implementation phase) for Atlassian Systems and needs a Tech Service Provider during the implementation Phase and additional ongoing services. In the first phase the IT Department is implementing Jira for Service Management as well as Confluence for logging standard operating procedures, policies, and other documentation for the city. At the same time Insight will be used for sniffing hardware and OPSgenie used for incident management.

The IT Department needs a service Provider that can provide excellent support and guidance during the implementation Phase of these systems. We need support in analyzing, planning and implementing for example:

What kind of setup do we need, what do we need to consider, and then how do we configure things, so our project supports the way we want to work? Best practice.

Who in our teams will be using this project and what permissions will they need to do their work effectively?

### 2.2 Description of Role and requirements

The requirement is made for one specialist (Tech Lead) with "senior-level" skills and experience in managing Atlassian System projects. The expert in question needs to have extensive experience to lead a project successfully to its conclusion and experience in tackling the challenges that arise in projects with excellent communication skills and unique leadership skills to coordinate the views of different stakeholders.

The requirement is made for two to four developers with skills in Atlassian System that can assist and backup the Tech Lead during the implementation Phase and additional ongoing services. The experts in question need to have extensive experience in Atlassian System projects.

The customer specialist must be proficient in either Icelandic or English.

## **2.3 Attendance requirements:**

Direct participation in teamwork with the IT department. An indispensable requirement is to be available from 9-16 (Icelandic Time Zone) every working day (excluding noon from 12-13).

## **2.4 List of major add-ons to be implemented:**

- Atlassian Access (Cloud)
  - Atlassian Access (Permission / Roles management) (Cloud)
- Confluence (Cloud) Premium
  - Email This Issue Cloud for Jira Work Management (Cloud)
  - Comala Document Control Cloud for Confluence (Cloud)
  - Gliffy Diagrams for Confluence Cloud for Confluence (Cloud)
- Jira Service Management (Cloud) Premium
  - Merge Agent for Jira Cloud for Jira Work Management (Cloud)
  - ScriptRunner for Jira (Cloud)
  - Custom Charts for Jira - Reports
  - Queues for Jira Service Management
- Jira Software (Cloud)
- Refined Jira Cloud for Jira Service Management Customer Portal (Cloud)
  - Refined for Confluence Cloud for Confluence (Cloud)
- Opsgenie (Cloud)

## **2.5 Implementation: List of phases we would like to do regarding Atlassian work within the next two years.**

### **Phase 1:**

- In the first phase we would like to intergrate more departments within the City of Reykjavik to the Jira Service system.
- We need to get our Active directory right regarding groups and licenses within the system managing groups.
- Connect Insight with our systems regarding setups for objects schemas, data, and Intergrations.
- Confluence best practices setup regarding lifetime and approvals for articles.
- OpsGenie – setup.



**Phase 2:**

- Incident asset management and records.
- Jira Software workflow, best practices.
- Jira Service connections to 3 party systems.

**Phase 3:**

- Operation and maintenance.