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& TECHNOLOGY ALLIANCE

Call for tender

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Sukarrieta, 24 May 2024

1. PURPOSE

Fundación AZTI announces a public invitation to tender for the **annual administration and support service for its Virtualization, Hosting, SAN and Backup infrastructure**.

The maturity of its infrastructure creates the need for a management service. This service cannot be provided by its own staff due to a lack of time and specific expertise in each technology. Given this situation, it is putting the Virtualization, Hosting and Backup infrastructure management service out for tender.

2. DELIVERY AND COMMISSIONING

The service shall begin on the day the contract is signed.

3. FINANCIAL OFFER

The **maximum monthly** financial offer that shall be accepted for this tender is **one thousand euros (€1,000.00)**, excluding taxes.

The invoice shall be issued monthly and invoices shall be payable within 60 days of the date of issue.

4. CRITERIA FOR THE ASSESSMENT OF BIDS

The bids received shall be evaluated on the basis of the following criteria:

Financial offer	50%
Technical offer	40%
Improvements	5%
CSR policies	5%



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5. SUBMISSION OF BIDS

Bidders may submit their proposals for the attention of Irati Velez at the following email address ivelez@azti.es and at any of the AZTI centres, from the publication of this announcement on the Fundación AZTI website, **until 12 noon on 7 June 2024**.

Bidders may obtain further **technical information** from the following address:

AZTI

FAO César Idokiliz

Tel: (+34) 656 78 49 78

Mail: cidokiliz@azti.es

6. AWARDING

Once the bids have been received on the date indicated for their submission, the result of the tender shall be published on the Fundación AZTI website within a period of 10 working days.

7. CONDITIONS OF PROCUREMENT

- The selected company shall be required to comply with current labour, social security and health and safety legislation throughout the duration of its relationship with AZTI, and shall be subject to the coordination of business activities under Royal Decree 171/2004, in accordance with the procedure and specifications established (available at <http://www.azti.es/es/coordinacion-de-actividades-empresariales/>)
- In any case, and independently of any other documentation, the selected entity must present, prior to the formalisation of the contract, a certificate proving that it is up to date with its tax and social security obligations.
- The selected entity must submit the documents required to formalise the contract within a maximum of 20 days of the awarding of the contract. For the documentation, the selected entity must follow the Internal Procurement Rules published at www.azti.es.



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- In addition to the technical and administrative conditions, AZTI shall give positive consideration to those suppliers who can demonstrate that they comply with quality, health and safety, environmental, sustainable mobility and corporate social responsibility policies.

The supplier must include in its bid any documents or records that allow the verification of these policies (quality certificates, environmental certificates, documentation of social responsibility actions, etc.)

8. GENERAL DATA PROTECTION REGULATION

Controller: Identity: FUNDACION AZTI - AZTI FUNDAZIOA - Tax ID (CIF): G48939508
Postal address: TXATXARRAMENDI UGARTEA Z/G SUKARRIETA (BIZKAIA, SPAIN)
Telephone: 946574000 Email: lopd@azti.es.

“FUNDACIÓN AZTI processes the information you provide to us in order to place your order, invoice the services and maintain commercial relations. The legal basis for processing your personal data is our legitimate interest in maintaining commercial relations and carrying out the provision of the services, being strictly necessary for this purpose. The data provided shall be retained for as long as the commercial relationship continues or for the years necessary to comply with legal obligations and, once the relationship has been terminated, insofar as any liabilities may arise. The data shall not be transferred to third parties except in cases where there is a legal obligation, as well as to those providers of technical and computer and auditing services. Under no circumstances shall it carry out international transfers of your personal data. You have the right to obtain confirmation as to whether FUNDACION AZTI - AZTI FUNDAZIOA is processing your personal data, and therefore you have the right to access your personal data, rectify inaccurate data or request their erasure when the data are no longer necessary, as well as exercise your right to object to or restrict the processing of your data or request their portability, under the terms set forth in the applicable data protection regulations, by means of written communication to the address indicated above. You may also file a complaint with the competent supervisory authority”.



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9. TECHNICAL REQUIREMENTS

SCOPE: ENVIRONMENTS AND ASSETS TO MANAGE

The scope of the service is first defined, establishing the environments and assets to manage:

ENVIRONMENT	ASSET	FUNCTION
SERVERS	ESX Derio Servers	Virtualisation Servers
	ESX Pasaia Servers	Virtualisation Servers
	ESX Sukarrieta Servers	Virtualisation Servers
HOSTING	Netapp Fas 2720a + Lenovo DH400 Derio	Block and file hosting
	Netapp Fas 2720a Sukarrieta	Block and file hosting
	Netapp Fas 2720a Pasaia	Block and file hosting
VIRTUALISATION	ESS PLUS KIT VWARE Derio	Virtualisation of servers
	ESS PLUS KIT VMWARE Pasaia	Virtualisation of servers
	ESS PLUS KIT VMWARE Sukarrieta	Virtualisation of servers
BACKUP	ARCserve UDP Software	Software Backup Vmware
	ARCserve UDP 0365	Software Backup 0365
	Appliance 9240DR	Backup destination hardware
	One Xafe 4512-216 Derio	Backup destination hardware
	One Xafe 4512-216 Pasaia	Backup destination hardware
	Backup Servers	Backup destination hardware

Note: Any additional asset that the customer considers to be covered by the contract shall be included in the service at no additional cost.

The start date for the service shall be: June 2024

The end date for the service shall be: June 2025



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ORGANISATION OF THE SERVICE

The organisational elements of the service shall include at least the following features:

ORGANISATION OF THE SERVICE		
Working team structure	Service Manager + Support level 2 and 3	Service Manager: Management of the service, primary assistance and delegation and escalation of tasks.
		Level 2 and 3: Performance of the tasks indicated by the Service Manager.
Organisation of tasks	Preventative Tasks	Monitoring and Revision. Predictive Work. Upgrades. Testing and Validation. Requests.
	Corrective Tasks	Resolution of incidents detected or notified
	Evolutionary Tasks	Evolution of new options that support the development of the infrastructure: Optimisation of settings, deployment of new features. Requests.
Communication Channels	Customer-Supplier Communication	Mail, telephone.
	Ticketing and Reporting	Adaptation to the customer's working methods or own proposal.
Documentation and Monitoring	Service Monitoring	Monthly Monitoring Meetings SLAs.
	Monitoring Documentation	Monitoring Meeting Minutes
	Infrastructure Documentation	Updating of master documentation



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REQUESTED TASKS

The minimum required tasks as the scope of service shall be the following,

TASKS INCLUDED				
	SERVERS	HOSTING	VIRTUALISATION	BACKUP
Preventative	Asset firmware upgrades	Asset firmware upgrades	Licence version upgrades	Firmware upgrades for the assets and backup software
	Alert monitoring	Alert monitoring	Alert monitoring	Backup Jobs Review
	Checklist Review	Checklist Review	Checklist Review	Review backup repositories
	Capacity and growth analysis	Capacity and growth analysis	Performance analysis	Performance and windows analysis
	Performance analysis	Performance analysis	Availability tests	Capacity and growth analysis
	Availability tests	Availability tests		Recovery testing by environment and recovery type
Corrective	Attention and management of incidents and requests	Attention and management of incidents and requests	Attention and management of incidents and requests	Attention and management of incidents and requests
	Escalation and resolution with Manufacturers	Escalation and resolution with Manufacturers	Escalation and resolution with Manufacturers	Escalation and resolution with Manufacturers
Evolutionary	Analysis and deployment of new available features	Analysis and deployment of new available features	Analysis and deployment of new available features	Analysis and deployment of new available features
	Proposal for improvement in	Proposal for improvement in configuration	Proposal for improvement in configuration after	Proposal for improvement in configuration after



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	configuration after preventive analysis	after preventive analysis	preventive analysis	preventive analysis
	Proposals for evolution or changes in the architecture	Proposals for evolution or changes in the architecture	Proposals for evolution or changes in the architecture	Proposals for evolution or changes in the architecture



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SLAs and COVERAGE

The following SLAs and coverage are requested

Environment	Coverage	Description SLAs	Proposed SLAs
Servers, Hosting, Virtualisation and backup	8hx5d	Preventive tasks	Daily
Servers, Hosting, Virtualisation and backup	8hx5d	Corrective tasks-critical	1 hour response time
Servers, Hosting, Virtualisation and backup	8hx5d	Corrective tasks- serious	2 hour response time
Servers, Hosting, Virtualisation and backup	8hx5d	Corrective tasks- moderate	8 hour response time
Servers, Hosting, Virtualisation and backup	8hx5d	Evolutionary Tasks	Based on analysis, detection and availability of improvements
Servers, Hosting, Virtualisation and backup	8hx5d	Requests	8 hour response time

The minimum time required from the service provider shall be 600 hours per year.

The supplier's technical support centre from which the service is provided must be established within 120 kilometres of the 3 centres from which AZTI provides IT infrastructure services to its users: (Derio, Sukarrieta and Pasaia).



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CERTIFICATIONS

The Service Manager assigned to the service, the customer's main technical contact person, must have in their name the following certifications before the publication of this tender:

- ✓ Lenovo system rack and tower servers
- ✓ Lenovo storage controller options
- ✓ Netapp ontap nas fundamentals
- ✓ Netapp ontap data protection administration
- ✓ Netapp ontap snapcenter fundamentals
- ✓ Netapp ontap select Installation and deployment
- ✓ Arcserve Certified Engineer - UDP
- ✓ Vmware Data Center Virtualization
- ✓ VMware Desktop Mobility

10. OTHER MATTERS

- The successful bidder (understood as a legal entity, group of legal entities, individual person, group of people, etc.), as well as the entities or people involved in responding to the tender or fulfilling the purpose of the tender, regardless of whether they have submitted their application or not, undertake to safeguard and maintain the confidentiality of the information obtained and to maintain professional secrecy. In this way, they shall not disclose, communicate or make known, to their staff who have not participated or to third parties, the data they have become aware of and obtained.
- Confidential Information is understood to be any information that the successful bidder and/or entities or persons other than Fundación AZTI obtain, visually, orally, directly or indirectly, in order to respond to the tender or execute the contract, including, among others, scientific, technical, financial, legal, tax and commercial information, business models and strategies, know how, names of potential customers and partners, projects and operations of any nature proposed or under study, data, algorithms, reports, drawings, market forecasts, together with the analyses and working documents, compilations, comparisons, studies and, in general, all information obtained either before or after the execution of the contract.
- The obligation for confidentiality, as well as the obligation for non-use of the Confidential Information, shall remain in force until such time as the Confidential Information is in the public domain without that resulting from a breach of the obligations of the successful bidder and/or entities or people who have had access to the Confidential Information.



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- As far as the successful bidder is concerned, the obligation for confidentiality and non-use of the Confidential Information to which it has had access before, during or after the end of the contract shall not be extinguished upon its termination. The successful bidder may only and solely use the Confidential Information obtained or generated in the execution of the contract independently or jointly with AZTI (Results Obtained), or fragments thereof, for the implementation of this contract, refraining from any other use.

The successful bidder shall use the Confidential Information with discretion and shall not disclose or communicate it, restricting access to the Confidential Information to its respective employees, associates, subcontractors and any person who, due to their relationship with the successful bidder, may or must have access to this information, warning them of this duty of confidentiality. The successful bidder shall be liable for any breach of this obligation, whether by its employees, associates, subcontractors or any other person to whom it has disclosed the Confidential Information.

In any case, access to such information, data, documents, etc., not directly related to the purpose of the contract is strictly prohibited, and it is mandatory to treat as secret those that may become known.

The successful bidder may not use the Confidential Information to, either directly or through third parties: a) initiate, offer, negotiate, contract or enter into any commercial operation or obtain any benefit that could be achieved with it, b) develop and, where appropriate, technically improve the products, solutions, services and know-how, c) protect products, solutions, methods, etc., by means of a patent, utility model or any other AZTI intellectual and industrial protection system.

- All rights over the Results obtained by the successful bidder, or any natural person or legal entity to which the latter has recourse, whether or not through an employment relationship, as a result of the execution of the contract resulting from this tender, with Results being understood to be any product (source code, algorithm, software, hardware, digital platform, apps, etc.), service (consultancy, advisory, digital, etc.), technical documentation (reports, flow charts, data, etc.) in any format, solutions (digital, software platform, programs, apps, etc.), and/or information, including any extract or replica thereof, shall be the sole and exclusive property of Fundación AZTI, with no geographical or time limit. The exploitation rights and Intellectual and Industrial Property rights over the Results, the Knowledge Generated or any Intellectual or Industrial Property registration that may be generated (e.g., Patents, etc.) and/or over the Results, knowledge or Intellectual or Industrial Property Registration derived from the above, shall belong to Fundación AZTI and, therefore, the exploitation of any tangible or intangible asset, whatever its form or nature, whether protected or not, as well as any derived right, shall correspond to Fundación AZTI.



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- The successful bidder may not oppose the protection by Fundación AZTI of any rights derived from the Results and may not disseminate or publish any of the Results in any way, except with the written consent of Fundación AZTI and under the terms of such consent. In the event that Fundación AZTI decides to protect or register the Results with any Registration Office, the authorship of the authors, both Fundación AZTI and the successful bidder, shall be acknowledged, provided that they have participated in the registered development.
- Fundación AZTI shall have the right to use, modify, transfer, deliver, disseminate or distribute the Results to third parties for commercial or non-commercial purposes, or perform any action that this may require. Similarly, the successful bidder must deliver the complete Results (e.g., source code, etc.) to Fundación AZTI, which, as the owner thereof, may promote, directly or through third parties, derivative works based on the Results, with the improvements and derivatives being the exclusive property of AZTI.
- If Fundación AZTI provides the idea, the concept/prototype of the product or solution, the design in terms of functionality, operability, interconnectivity that the product or solution must have, the data (types, origin, data management and processing, etc.) and the know-how (Prior Knowledge of Fundación AZTI) to the execution of the contract, the successful bidder shall recognise Fundación AZTI as owner of the contribution. As a result, Fundación AZTI, as the owner of the Prior Knowledge and the Results, may exploit them directly or indirectly as it sees fit.
- The successful bidder may not, by itself or through third parties, transfer any of the Results to any natural person or legal entity, by electronic means or otherwise, and may not modify, translate, reverse engineer, decompile, disassemble, sell, transfer, sub-license, publish, disclose or create derivative works based on the Results obtained in the execution of the contract. Therefore, the successful bidder may not perform actions aimed at bringing competing Results (products, solutions, services, technical documentation) to the market that may limit the business strategy of Fundación AZTI.
- When necessary for the use of the Results (e.g., source code, software, app, etc.), the successful bidder shall grant Fundación AZTI a non-exclusive and non-transferable licence for the knowledge prior to this contract at no extra cost over and above that stipulated in the tender. The Results (product(s), solution(s), etc.) delivered at the end of the contract must be fully functional, operational and independent of others, and must not imply any limitation in the use of the Results or any additional cost for their use.
- All the conditions established in this tender regarding confidentiality and non-use of the Confidential Information, as well as regarding the intellectual and industrial property rights and exploitation rights over the Results and the Knowledge Generated, shall prevail over any subsequent agreement signed with the successful bidder that may conflict with the conditions established in this tender.



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- The successful bidder acknowledges that ownership of the name or denomination of Fundación AZTI and of all the distinctive signs with which its products or services are distinguished in the market belong and shall continue to belong to Fundación AZTI. The successful bidder shall not take any action or adopt any measure that may affect the validity of the distinctive signs of Fundación AZTI and undertakes not to register or request the registration, in its name or in favour of a third party, of any trade name, domain name, trademark, symbols or other distinctive signs that are identical or similar to those of Fundación AZTI or that may lead to confusion with the activity, services, products or establishment of Fundación AZTI.