

Call for tenders' details

Title: Cooperative Intelligent Transport System EU Root Certification Authority including Enrolment Authority and Authorisation Authority

Start date: 19/04/2019

Time limit for receipt of tenders: 07/08/2019

Contracting authority: European Commission, Joint Research Centre - Ispra (JRC-IPR)

Status: Closed

Call for tenders question list

#	Submission date	Publication date	Question subject	Question	Answer
1	19/04/2019 10:53	29/04/2019 17:18	Documents enclosed to the letter of invitation that are to be downloaded	Dear, Could you make the documents available for download, as I can only see the Invitation Letter? Kind regards	29/04/2019 The tender documents will be published as soon as possible. The deadline for submission of tenders will be extended.
2	19/04/2019 11:13	29/04/2019 17:19	Please be informed that only the Invitation Letter has been published.	When are the remaining documents going to be available for download?	29/04/2019 The tender documents will be published as soon as possible. The deadline for submission of tenders will be extended.
3	21/04/2019 10:30	29/04/2019 17:20	Tender specification	Good day, where can I download the tender specification of the above mentioned tender? Thank you.	29/04/2019 The tender documents will be published as soon as possible. The deadline for submission of tenders will be extended.

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#	Submission date	Publication date	Question subject	Question	Answer
4	23/04/2019 09:15	29/04/2019 17:21	Clarification request	<p>Dear Sirs, Please indicate the section of the Call from tender from where we could download the following documents indicated in the Invitation Letter: 1. Draft Framework Contract with annexes: - Annex I – Tender specifications: Part 1: Administrative annex with its annexes:</p> <p>o Annex A: Declaration On Honour o Annex B: Evaluation table Part 2 – Technical Specifications - Annex II – Contractor's Tender (tenderer's offer, not included among published documents) - Annex III – Acceptance Form - Annex IV - Model for Specific contract - Annex V – Model for Performance Guarantee In the "Document Library" section we found only the Invitation Letter.</p>	<p>29/04/2019 The tender documents will be published as soon as possible. The deadline for submission of tenders will be extended.</p>
5	23/04/2019 17:14	29/04/2019 17:32	Publication of documents	At the moment only one document ("invitation letter") is available. When will further tender documents be published?	<p>29/04/2019 The tender documents will be published as soon as possible. The deadline for submission of tenders will be extended.</p>
6	24/04/2019 10:13	29/04/2019 17:44	Tender documents available	In the Document Library only the Invitation letter is available, do you expect to upload the Tender specifications? Thank you	<p>29/04/2019 The tender documents will be published as soon as possible. The deadline for submission of tenders will be extended.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
7	24/04/2019 10:42	29/04/2019 17:45	Tender documents	Please note that the tendering documents are missing	29/04/2019 The tender documents will be published as soon as possible. The deadline for submission of tenders will be extended.
8	24/04/2019 12:09	29/04/2019 17:45	Where are the documents and the technical specification of the team Dove sono dei documenti e le specifiche tecniche del gruppo	I don't find the documents and the tender specifications with their respective annexes, where I can find the capacity of technical Specifications Non trovo i documenti e il capitolato d'onere con i rispettivi allegati, dove posso trovare la capacità delle Specifiche tecniche ?	29/04/2019 The tender documents will be published as soon as possible. The deadline for submission of tenders will be extended. Documenti di gara saranno pubblicati al più presto possibile. Il termine ultimo per la presentazione delle offerte sarà prorogato.
9	16/05/2019 20:59	17/05/2019 18:30	Tendering rules - GPA agreement	Regarding tender specifications, Annex 1, Part 1, can the JRC confirm that for purposes of this proposal that the World Trade Organisation Revised Agreement on Government Procurement applies, and specifically Article II, Scope and Coverage, for bidding entities whose governments are members of the WTO.	17/05/2019 We confirm that the GPA agreement applies. The full text of the GPA and its appendices per country, as well as updates, can be found on: http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm https://e-gpa.wto.org/en/Agreement/Latest

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10	17/05/2019 23:33	22/05/2019 08:56	Clarification of operating restrictions, if any	Notwithstanding the JRC's draft Contract Section I.9.2 as it pertains to contractor processing of personal data, for non-personal data process by the CA, is there any stipulation that such data be processed, or sensitive CA keys be held within data centres located with the territory of the European Union and the European Economic Area? Or more simply, would the JRC accept CA operations in data centres in some other territory? And if not, as it pertains to the UK in particular, were the UK to leave the European Union, would any consideration be given to allow for UK hosted data centres?	22/05/2019 Regarding the question on territory of data processing, please refer to Annex I - Part 2 Technical Specifications, page 9. Regarding the United Kingdom, please refer to Annex I to the Contract - Part 1: Administrative Annex, page 3: "For tenderers established in the United Kingdom: Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to tenderers from the UK depending on the terms of the Withdrawal Agreement. In case such access is not provided by legal provisions in force tenderers from the UK could be rejected from the procurement procedure."

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#	Submission date	Publication date	Question subject	Question	Answer
11	22/05/2019 14:34	24/05/2019 13:47	EN-05+Annex+I+Part+2+Technical+Specifications.pdf page 10 - 2.2. Scalability requirements - Phase2: "...minimum of twenty external EAs and twenty external AAs.";	In Annex B to the Annex 1 - Part 1 to the contract: Administrative Annex: "21 AA / EA per year" is referenced. Therefore we would assume 21 AA / EA per year - correct?	24/05/2019 In Annex I – Part 2 Technical Specifications, page 10, 2.2. Scalability requirements – Phase 2: 20 AAs and 20 EAs is the minimum number of external sub-CAs which must be supported. Hence, 20 AAs and EAs is a minimum requirement that has to be fulfilled in any case. For the purpose of Phase 2 in the evaluation table, the number of 21 is only indicative to provide an estimate of the cost of the single AAs/EAs. There is no relation to the minimum requirement above.
12	22/05/2019 14:35	24/05/2019 13:49	EN-05+Annex+I+Part+2+Technical+Specifications.pdf page 10 - 2.3.1. C-ITS_FR_CA_01: Drafting of the Certificate Practice Statement: "...Accredited PKI Auditor,...";	Are there any restrictions for the selection of an Accredited PKI Auditor?	24/05/2019 Compliance with the Certificate Policy has to be ensured. Please check the Certificate Policy (Annex 3) at https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1552572526215&uri=PI_COM:C(2019)1789 on the constraints of the Accredited PKI Auditor. There are several requirements concerning the entire auditing process and the role of the auditor all laid down in this document that apply in their entirety, whereas in particular in terms of the selection of an auditor e.g. paragraph (362) of Section 8.3 and paragraph (363) of Section 8.4 must be applied.

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13	22/05/2019 14:36	24/05/2019 13:49	EN-05+Annex+I+Part+2+Technical+Specifications.pdf page 12 - 2.3.2. C-ITS_FR_CA_02: Interaction with CPA, CPOC and TLM: "...a maximum of four face to face physical meetings in Europe per year)...";	Could you please indicate the duration of the meetings?	24/05/2019 The duration of the meetings are not expected to last more than 1 (one) working day per face to face meeting.

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#	Submission date	Publication date	Question subject	Question	Answer
14	22/05/2019 14:37	24/05/2019 13:56	Annex I Part 2 Technical Specifications, page 13 -2.3.6. C-ITS_FR_CA_06: Registration of EA and AA: The CPS of the external EA or AA should be fully compliant with the CPS of the EU root CA provided by the contractor.	Is it correct to assume that the external EA or AA must satisfy the Certificate Policy (CP) requirements and not be fully compliant with the root CA's Certificate Practice Statement?	24/05/2019 No, we do not consider that a correct assumption. The contractor will have to define the EU root CA's Certificate Practice Statement (CPS), that will in any case have to be in line with the European Certificate Policy. This EU Root CA CPS defined by the contractor (and audited by an accredited PKI Auditor) is then the specific CPS that external EAs and AAs have to be compliant to, since they want to be enrolled under the EU Root CA. It is not enough for an external EA and AA to be compliant only with the European Certificate Policy, as they must demonstrate the compliance with the specific CPS of the EU Root CA that will take particular implementation choices in its CPS. Hence, this entire process definition and coordination with external EAs and AAs is full part of this contract and duties of the contractor. Please also compare with Annex I – Part 2: Technical Specifications, page 9 - point 6 as well as Chapter 2.3.6., where it says: The CPS of the external EA or AA should be fully compliant with the CPS of the EU root CA provided by the contractor. The process to check the compliance of the external EAs and AAs shall be described and performed by the contractor of the EU

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					performed by the contractor of the EU root CA, in agreement with the contracting authority (i.e. JRC). The contractor shall describe the process by which the EU root CA receives the CPS of AAs/EAs, the audit report and issuance of the sub-CAs certificates, as well as the operation of all CA functionalities necessary for the external sub-CAs under the EU root CA according to [1].
15	22/05/2019 14:38	24/05/2019 14:03	Service Level Agreement	We can not find any requirements for a Service Level Agreement. Could you please indicate what availability is required.	24/05/2019 The delivery of the deliverables shall be according to the time plan. In terms of operational availability, the requirements defined in the Certificate Policy apply and shall be further detailed in the Certificate Practice Statements of the EU Root CA and internal EA/AA within WPK1, D.1, which are as defined in 'Annex I – Part 2: Technical Specifications' deliverables subject to approval of the Commission during the project.

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#	Submission date	Publication date	Question subject	Question	Answer
16	24/05/2019 00:21	24/05/2019 14:07	Tender Specification Compliance	With respect to tender compliance described in Annex 1, Part 1, section 2.4, can the JRC clarify whether a non-compliant price proposal would be one exceeding the JRC's proposed budget in any single phase, or if non-compliance limit applies to the estimated maximum total contract value described in section 2.6?	24/05/2019 The maximum total contract value is as described in point 2.6 in the Administrative Annex. Thus, price proposal exceeding the maximum envisaged amount per phase/WKP may be considered non-compliant as indicated at point 2.4, more specifically, a price proposed exceeding the amount for the Phase 1 (composed by workpackages: WPK1, WPK2 and WPK3) which is estimated to a maximum of EUR 1 200 000, and a price exceeding the amount for the Phase 2 which is estimated to a maximum of EUR 5 200 000.

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17	22/05/2019 14:32	24/05/2019 14:33	Contract draft en, page 18 - I.13.3. Liquidated damages	<p>We would like to understand the measurement of "each day of delay";. a) We interpret a day of delay for WKP1 as each day exceeding a period of 365 days, counting from contract signing date - is that correct? b) We interpret a day of delay for the following WKP's and phase 2 as each day where the service is not available - is that correct? If yes, will each day be measured as a cumulation of possible service breakdowns in the relevant periods (e.g. 60 minutes breakdown for a 1 year period = 1/24 day of delay? c) Could you please explain why "C" is different for the different phases (WKP's)?</p>	<p>24/05/2019</p> <p>a) The WKP1 shall be performed within 12 (twelve) months starting from the date on which the contract enters into force. Any day exceeding this duration is considered a day of delay for performing WKP1. b) The WKP2 shall be performed until 31st December 2021, after the formal acceptance of the WKP1. Any day exceeding this duration is considered a day of delay for performing WKP2. The WKP3 shall be performed until the 31st October 2022, after the formal acceptance of the WKP2. Any day exceeding this duration is considered a day of delay for performing WKP3. The duration of services to be provided is to be indicated in each specific contract in case of second phase. Any day exceeding this duration is considered a day of delay for performing the specific contract. Your interpretation is correct in how to translate unavailability of service to the delay, where liquidated damages may be claimed. c) The constant C was considered to take into account the specific situation in WKP/phase.</p>

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18	22/05/2019 14:38	24/05/2019 14:35	Language	Could we assume English as language for all relevant project communication and support issues?	24/05/2019 Yes, as defined also in several parts of Annex I – Part 2: Technical Specifications, see in sections 5 and 6.

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#	Submission date	Publication date	Question subject	Question	Answer
19	22/05/2019 17:32	24/05/2019 14:36	Re. Request for clarification of answers to question 10.	Questions asked again, this time in layman's terms. Please respond accordingly. a) Can a solution be hosted in data centres outside of the EU or EC territories, and if so rules would qualify such locations? b) If the were to UK exit the EU, would UK based tenderers be qualified as tenderers under existing UK treaties with the WTO ?	24/05/2019 Ad a) Regarding the question on location of data centres, please see again the answer to Question 10. As indicated in Annex I - Part 2 Technical Specifications, page 9: 'In general, the contractor shall implement the EU root CA and supply its services to C-ITS stakeholders in Europe following the rules defined in [1] and [2]. Since this tender establishes a vital component of the European trust model for C-ITS as described in [1] and [2] with several operational implications and responsibilities, the EU root CA, as well as internal EA and AA shall be setup and fully operated by the contractor on the territory of the European Union. This means that the deliverables of this service contract (e.g. storing and processing of data, operation of the PKI entities, provision of certificates as well as all handling of interaction with stakeholders) shall be done on the territory of one or several (if distributed) Member States of the European Union.' Data centres in the context of the EU Root CA, EA and AA would hence fall under the scope of this requirement – the 'solution' must be hosted on the territory of the European Union. Territory of the European Union means that such data centre must be hosted in one of

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					<p>data centre must be hosted in one of the 28 EU Member States. Ad b)</p> <p>Regarding the United Kingdom based tenderers, please refer to Annex I to the Contract - Part 1: Administrative Annex, page 3: 'For tenderers established in the United Kingdom: Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to tenderers from the UK depending on the terms of the Withdrawal Agreement. In case such access is not provided by legal provisions in force tenderers from the UK could be rejected from the procurement procedure.' Therefore, depending on the UK's exit, or not, from the EU, and the UK's later accession to the GPA.</p>

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20	22/05/2019 14:33	24/05/2019 15:45	Annex I Part 2 Technical Specifications page 10 - 2.2. Scalability requirements - 1. "50.000 C-ITS stations";	a) Could you please indicate the maximum number of Authorisation Tickets (Certificates) for the 50.000 C-ITS stations per year. b) Could you please indicate the spread for the number of C-ITS stations for WKP2 and WKP3 if applicable.	<p>24/05/2019</p> <p>Ad a) Annex I - Part 2: Technical Specifications does not define a maximum amount of Authorisation Tickets to support. However, please refer also to point 1.2 Scalability Requirements within the table in Annex I - Part 1: Administrative Annex, Section 2.5.1 on page 13/14 to find more details on how the amount of provided authorisation tickets will be evaluated, beyond the necessity of fulfilling the minimum requirements defined in Annex I - Part 2: Technical Specifications, page 10.</p> <p>Ad b) WKP2 and WKP3 has the same minimum amount as WKP2, namely 50.000 C-ITS stations that are to be supported by the internal EA and AA. (compare with the first sentence of Chapter 2.2 of Annex I - Part 2: Technical Specifications, page 10 which says 'For the operation of the service in WPK1, WPK2 and WPK3 the contractor shall be able to supply a scalable service, at least fulfilling the following requirements as a minimum: 1. The internal EA and AA shall be able to support a minimum of 50.000 C-ITS stations with the provision of related certificates as specified in [1].'</p> <p>24/05/2019</p> <p>CORRIGENDUM INSTEAD OF 'However, please refer also to point</p>

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					<p>'However, please refer also to point 1.2 Scalability Requirements within the table in Annex I - Part 1: Administrative Annex, Section 2.5.1 on page 13/14 to find more details on how the amount of provided authorisation tickets will be evaluated, beyond the necessity of fulfilling the minimum requirements defined in Annex I - Part 2: Technical Specifications, page 10.' IT SHALL READ: 'However, please refer also to point 1.2 Scalability Requirements within the table in Annex I - Part 1: Administrative Annex, Section 2.5.1 on page 13/14 to find more details on how the amount of provided support for C-ITS stations will be evaluated, beyond the necessity of fulfilling the minimum requirements defined in Annex I - Part 2: Technical Specifications, page 10.'</p>

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21	22/05/2019 14:34	24/05/2019 15:47	EN-05+Annex+I+Part+2+Technical+Specifications.pdf page 10 - 2.2. Scalability requirements - Phase2: "...2.000.000 C-ITS stations";	Could you please indicate the maximum number of Authorisation Tickets (Certificates) in case that the ratio of mobile and fixed C-ITS changes compared to phase 1?	<p>24/05/2019 Annex I - Part 2: Technical Specifications does not define a maximum amount of Authorisation Tickets to support. However, please refer also to point 1.2 Scalability Requirements within the table in Annex I - Part 1: Administrative Annex, Section 2.5.1 on page 13/14 to find more details on how the amount of provided authorisation tickets will be evaluated for Phase 2, beyond the necessity of fulfilling the minimum requirements defined in Annex I - Part 2: Technical Specifications, page 10.</p> <p>24/05/2019 CORRIGENDUM Please disregard previous answer. IT SHALL READ: 'However, please refer also to point 1.2 Scalability Requirements within the table in Annex I - Part 1: Administrative Annex, Section 2.5.1 on page 13/14 to find more details on how the amount of provided support for C-ITS Stations will be evaluated for Phase 2, beyond the necessity of fulfilling the minimum requirements defined in Annex I - Part 2: Technical Specifications, page 10.'</p> <p>24/05/2019 CORRIGENDUM: INSTEAD OF 'Annex I - Part 2: Technical Specifications does not define a maximum amount of Authorisation</p>

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					<p>maximum amount of Authorisation Tickets to support. However, please refer also to point 1.2 Scalability Requirements within the table in Annex I - Part 1: Administrative Annex, Section 2.5.1 on page 13/14 to find more details on how the amount of provided authorisation tickets will be evaluated for Phase 2, beyond the necessity of fulfilling the minimum requirements defined in Annex I - Part 2: Technical Specifications, page 10.'</p> <p>IT SHALL READ: "Annex I - Part 2: Technical Specifications does not define a maximum amount of Authorisation Tickets to support. However, please refer also to point 1.2 Scalability Requirements within the table in Annex I - Part 1: Administrative Annex, Section 2.5.1 on page 13/14 to find more details on how the amount of provided support for C-ITS Stations will be evaluated for Phase 2, beyond the necessity of fulfilling the minimum requirements defined in Annex I - Part 2: Technical Specifications, page 10.'</p>

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22	22/05/2019 14:38	24/05/2019 15:48	Annex B to the Annex 1 - Part 1 to the contract: Administrative Annex: Phase 2 - Price table	a) Would you accept an offer that includes the number of 2.000.000 supported C-ITS stations per year in the basic services? Explanation: Our business model is not per certificate based - but the number of certificates has an impact on the performance of the IT infrastructure / services.	24/05/2019 Ad a) Even if your business model is not certificate based, you please still need to give an indication to the costs according to the defined evaluation table in 'Annex B to Annex 1 – Part 1: Administrative Annex' filling in the associated costs for the example of 2.000.000 C-ITS stations year.
23	27/05/2019 16:47	03/06/2019 11:35	Audit requirements & budget	In terms of "interacting with the Accredited Auditors" can the JRC clarify whether CA compliance audits will be funded directly at the JRC's expense or whether the contractor is responsible for using its own funds to procure the services of an Accredited Auditor?	03/06/2019 We confirm that the contractor will be responsible for the entire process of auditing the EU Root CA, internal EA and AA on its own, both organisationally as well as financially. This requirement is also mentioned in Annex I - Part 2: Technical Specifications, e.g. on page 11: 'The contractor shall be responsible for the entire process of handling the audit process with the accredited PKI auditor and shall ensure that the EU root CA, EA and AA fulfil all requirements to be listed on the ECTL.'

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24	04/06/2019 17:13	11/06/2019 09:39	2.2. Scalability requirements	<p>In document "EN-05 Annex I Part 2 Technical Specifications", chapter "2.2. Scalability requirements", the following is stated regarding the operation of the service in Phase 2: the contractor shall be able to supply a scalable service, at least being able to support the following requirements as a minimum: the EU root CA shall be able to enrol at least the internal AA and EA, as well as a minimum of twenty external EAs and twenty external AAs. In document "N-04 Financial offer Evaluation table.xlsx", sheet "Evaluation Table", however, the amount of external EAs and external AAs is 21 for both. Can you confirm that document "N-04 Financial offer Evaluation table.xlsx" can stay as is ? Or does the amount for external EAs and external AAs need to be changed ?</p>	<p>11/06/2019</p> <p>For the purpose of Phase 2 in the evaluation table, the number of 21 is only indicative to provide an estimate of the cost of the single AAs/EAs. There is no direct relation to the minimum requirements listed in Annex I Part 2 Technical Specifications.</p>

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25	04/06/2019 17:13	11/06/2019 09:40	5. Meetings	The amount of Operation Meetings has been specified for Phase 1 (WPK2 and WPK3). It is however not clear whether the same amount of Operation Meetings is also requested for Phase 2. Could you confirm that the same amount of Operation Meetings is also needed in Phase 2 ?	11/06/2019 The Operation Meetings are not specified for Phase 2, i.e. they are not foreseen. In case they should be needed and deemed useful, this would be subject to mutual agreement between the contracting authority and the contractor in the specific contracts being issued for Phase 2.
26	06/06/2019 11:25	11/06/2019 09:41	[1] CP: 7.2.1 - 7.2.2	The number of Authorisation Tickets (Certificates) is an important value for the performance requirement of the PKI, respectively an important value for the calculation of costs. Following the definitions in [1] we calculate a maximum number of Authorisation Tickets (Certificates) as follows: - per mobile C-ITS station: max. 5.200 Authorisation Tickets (Certificates) p.a. - per fixed C-ITS station: max. 104 Authorisation Tickets (Certificates) p.a. Could you please confirm/correct this calculation?	11/06/2019 We cannot confirm nor correct your calculation. The rules to define the number of authorization tickets based on their usage is specified in section 7.2.1 Pseudonym certificates of [1]. The usage and needs for Authorization Tickets might vary within the scope that is given by the rules of [1] (e.g. see point 7.2.1. (347), and are hence not defined as a maximum level in the tender.

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27	06/06/2019 11:26	11/06/2019 09:42	[1] CP: 7.2.1 - 7.2.2	Could you please provide the percentage breakdown of fixed and mobile C-ITS stations?	11/06/2019 The percentage breakdown is not defined at this moment as it will depend on the market demand. It is foreseen that the Specific contracts in Phase 2 could specify the percentage breakdown between fixed and mobile C-ITS stations, following also analysis of the input of the contractor on the business model analysis that is to be conducted (see WKP D.3 of Annex I - Part 2: Technical specifications).
28	06/06/2019 11:26	11/06/2019 09:43	[1] CP: 3.2.1. Method to prove possession of private key (46), (47)	Can we assume to use a link certificate and a self signed certificate to prove the possession of the private key or is there any other method that you have defined?	11/06/2019 As stated in 3.2.1 of [1], the root CA shall prove that it rightfully holds the private key corresponding to the public key in the self-signed certificate. The CPOC entry (see also more details in [10]) shall check the identity of the entity bringing the certificate (see section 3.2.2. of [1]).

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29	06/06/2019 11:27	11/06/2019 09:45	[1] CP: 3.2.2.4. Authentication of end-entities' subscriber organisation (60) first point	Could you please provide the number of 'of end-entities' subscriber organisations?	11/06/2019 This is not defined at this moment as it is based on market demand. It is foreseen that the Specific Contracts in Phase 2 could specify the maximum number of end-entities' subscriber organisations, following also analysis of the input of the contractor on the business model analysis that is to be conducted (see WPK3 D.3 of Annex I – Part 2: Technical Specifications).
30	06/06/2019 11:27	11/06/2019 09:46	[1] CP: 3.2.2.4. Authentication of end-entities' subscriber organisation (60) second point	Could you please provide the number of C-ITS station types?	11/06/2019 This is not defined at this moment as it is based on market supply of C-ITS stations.

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31	06/06/2019 11:27	11/06/2019 09:47	[1] CP: 3.2.2.4. Authentication of end-entities' subscriber organisation (60) second point	Could you please provide the definition of "compliance assessment criteria";	11/06/2019 Compliance/conformity assessment is to be interpreted as defined in the main part of the C-ITS Delegated Regulation 2019/1789 final (where the CP [1] is Annex of, hence the functioning of the main regulation applies in consequence for the purpose of this tender). https://eur-lex.europa.eu/resource.html?uri=cellar:9a2fe08f-4580-11e9-a8ed-01aa75ed71a1.0014.02/DOC_1&format=PDF While the regulation applies in its entirety to this tender, at least the following is of interest in relation to this question: e.g. recitals (14) and (16), provisions in Article 7, Article 13, Article 22(Paragraph 2 and 4), Article 23.
32	06/06/2019 11:28	11/06/2019 09:48	EN-05+Annex+I+part+2+Technical specifications.pdf page 12, 2.3.4. C-ITS_FR_CA_04:Root certificate re-keying	Shall the re-keying for Root CA/EA/AA executed automatically or triggered by an administrator?	11/06/2019 It should be triggered by an administrator.
33	06/06/2019 11:28	11/06/2019 09:49	EN-05+Annex+I+PART+2+Technical Specifications.pdf page 13 - 2.3.8. C-ITS_FR_CA_08:Repository publication	We interpret that the repository shall be developed from the scratch - is that assumption correct or is there existing specification?	11/06/2019 The EU Repository must be created from the scratch on the basis of the specifications of [1+.

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34	06/06/2019 12:24	11/06/2019 15:36	Cooperative Intelligent Transport System EU root Certifications Authority including Enrolment Authority and Authorisation Authority JRC/IPR/2019/OP/0365	Referring to the procurement procedure in subject, we ask to receive all tender documentation in Italian language.	11/06/2019 Be informed that all tender documents, in Italian language, will be published as soon as possible.
35	04/06/2019 17:14	11/06/2019 17:29	II.6. Liability	Following is written in clause II.6.3: The contractor is liable for any loss or damage caused to the contracting authority during or as a consequence of performance of the contract, including in the event of subcontracting, but only up to an amount not exceeding three times the total amount of the contract. Could you confirm that "the total amount of the contract" refers to the total amount of the respective Work Package WKP1, WKP2, WKP in Phase 1, or of the Specific Contract in Phase 2 as it is current practice in Framework Contracts with the Commission?	11/06/2019 With reference to Article II.6.3. we confirm that the "total amount of the contract" does refer to the amount of the respective WKP1, WKP2 in Phase 1 and to the corresponding Specific contract in Phase 2.
36	11/06/2019 15:25	12/06/2019 16:52	Cooperative Intelligent Transport System EU root Certification Authority including Enrolment Authority and Authorisation Authority JRC/IPR/2109/OP/0365	CAN YOU PLEASE PROVIDE US ALL DOCUMENTS IN ITALIAN LANGUAGE? IS IT POSSIBLE AS ITALIAN IS WITHIN EU LANGUAGES?	12/06/2019 Kindly note that tender documents will be translated in Italian and published in eTendring as soon as possible.

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#	Submission date	Publication date	Question subject	Question	Answer
37	14/06/2019 12:45	14/06/2019 14:35	Paragraph 1.2 of Contract Draft says both Phase 1 and Phase 2 are covered by this agreement. Paragraph I.3.3 2. says "The parties must sign any specific contract related to the second phase before this contract expires".	Can you please confirm that the draft contract provided with the tender will cover both Phase 1 and Phase 2, and therefore will be in force until at least Oct 31, 2023 (i.e. Phase 1 + first 12 months of Phase2)? And then can you please explain what shall the parties sign for Phase 2 as mentioned in I.3.3 2.?	14/06/2019 The contract is divided in two parts (first phase and second phase), as detailed under Article I.2. The tender shall cover both phases. As per Article I.3.3, the maximum overall duration of the performance of the contract must not exceed 31st October 2026. Both phases are included. The second phase is related to the framework contract, and services are to be ordered only by specific contract(s) (Annex IV to the contract). The second phase shall be performed for 12 (twelve) months, after the formal acceptance of the WKP3. As indicated under article I.3.5, it is possible to be renewed up to 3 (three) times. Please see also Article I.13.I. regarding the implementation of the second part.

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#	Submission date	Publication date	Question subject	Question	Answer
38	07/06/2019 13:36	17/06/2019 13:18	Public procurement: Cooperative Intelligent Transport System EU Root Certification Authority including Enrolment Authority and Authorisation Authority - JRC/IPR/2019/OP/0365	Referring to the procedure in subject, according to the deadline for the presentation of the tender documentation, herewith we request an extension of four weeks of the aforementioned deadline for the submission of tender. Because of the complexity of the tender documents, in fact, time is not sufficient to enable us to develop technical solution. The concession of the deadline extension, therefore, would enable us to develop an optimal solution and with it, the related documentation to bid. Best regards.	17/06/2019 We inform you that soon a corrigendum of e-notice will be published in Official Journal.

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#	Submission date	Publication date	Question subject	Question	Answer
39	11/06/2019 12:10	17/06/2019 13:23	[1] CP: 7.2.1, (347) "...the validity period for ATs shall not exceed one week;"	a) Who defines the value of the validity period that the AA shall set in Authorisation Ticket, station or RA/CA? b) Can we calculate the number of Authorisation Tickets assuming that the AA set the maximum validity period of one week?	17/06/2019 a) the CP [1] indeed “only” defines a maximum value of one week for the validity period of ATs that shall not be exceeded in any implementation. The validity period is usually defined by the specific needs of the entities that are using the ATs (e.g. mobile C-ITS stations operators). The implemented EU root CA, internal EA and AA shall be able to support any validity period of ATs requested by entities making use of the provided services that is compliant to the CP [1]. Note that for vehicular ITS stations, the following requirements also apply “The maximum number of ATs which are valid in parallel (i.e. at the same moment in time) shall not be more than 100 per ITS-S” and for roadside ITS stations (7.2.2) “The maximum number of ATs which are valid in parallel (i.e. at the same moment in time) shall not be more than 2 per ITS-S”. b) It can be considered a likely scenario that users of the EU Root CA, EA and AA may target to implement the maximum validity period of one week – however, the implementation design of EU root CA, EA and AA shall not be restricted to the maximum value only.

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#	Submission date	Publication date	Question subject	Question	Answer
40	11/06/2019 12:21	17/06/2019 13:25	Annex I to the Contract - Part 1: Administrative Annex: 2.3.3. Minimum level of capacity: "...At least 3 (three) similar projects (in scope)...";	Could you please describe the meaning of "in scope"?	17/06/2019 "In scope" refers to similar projects for the implementation of ICT Security systems and in particular in the design and deployment of Public Key Infrastructures (PKI).
41	11/06/2019 14:01	17/06/2019 13:27	[1] CP: 5.1. Physical controls, (184) "...and ISO 27005.";	Is it necessary to possess the ISO 27005 certification at project start or can it be obtained during Phase 1 WKP1?	17/06/2019 The key point regarding ISO 27005 certification/compliance is that the EU Root CA, EA and AA must pass the audit process against all requirements, including the full Certificate Policy [1] within the timeline of WKP1. In this sense, this compliance can be demonstrated during the execution of WKP1 and does not have to be already demonstrated at the start of the project.
42	11/06/2019 14:02	17/06/2019 13:29	Language of the offer	Is there any preference for the language of the offer (e.g. English)?	17/06/2019 The preferred language to submit an offer is English.
43	11/06/2019 15:35	17/06/2019 13:32	Cooperative Intelligent Transport System EU root Certification Authority including Enrolment Authority and Authorisation Authority JRC/IPR/2019/OP/0365	In order to submit a competitive financial and technical offer and to provide all declarations requested, we ask to procrastinate the expiration date, until 1st August 2019.	17/06/2019 Kindly note that a corrigendum of official journal edition will be published soon.

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#	Submission date	Publication date	Question subject	Question	Answer
44	11/06/2019 19:23	17/06/2019 13:33	Re-question to #26	Since there is no maximum of AT's defined in the tender - would you accept an offer defining a maximum number of AT's p.a.?	17/06/2019 No, we ask the potential contractor to give an indication on the cost for "Price for support for C-ITS station" in the Financial offer evaluation table, but the number of ATs is related to the usage period which is not defined a priori.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
45	11/06/2019 19:25	17/06/2019 13:35	Re-question to #15	a) We can not find any concrete requirements for the service availability except in [1] 6.5. (334). Could you please specify the "estimated traffic"? b) What operating times are required (e.g. 7/24, 5/8)? c) What are the response and failure correction times? d) How many downtime of the service is allowed to update the productive IT environment?	17/06/2019 Ad a) Apart from 6.5, the business continuity requirements will be defined by the contractor in the CPS. See [1] 5.7.1, "Incident, Compromise and Business continuity are covered in the CPS, which may also rely upon other enterprise resources and plans for implementation". Ad b) + d) The operating times are defined on the basis of the Timing requirements defined in the CP [1] as in section 4.2.3. Note that in some cases, the maximum time limit must be defined in the CPS (see for example 4.2.3.4). Ad c) The response times for functional requests are specified in section 4.2.3 (see answers to point b above). Additional requirements for response and failure correction times are defined in 5.7.2 "The corruption of computing resources, software and/or data shall be reported to the root CA within 24 hours for the highest levels of risk. All other events must be included in the periodic report of the root CA, EAs and AA."

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#	Submission date	Publication date	Question subject	Question	Answer
46	12/06/2019 23:15	17/06/2019 13:38	Annex B to the Annex 1 - Part 1 to the contract: Administrative Annex: Phase 2 - Evaluation table, line 26	Let's assume a price X per C-ITS stations based on the support of 2.000.000 C-ITS stations. What will happen if there will be only 1.500.000 C-ITS stations to be supported e.g. because the market demand is not more than that? Will the service provider get still a payment with the value of $X \times 2.000.000$ - or $1.500.000 \times X$?	17/06/2019 In Phase II Specific contracts will be issued by the Commission with specific requirements on the number of C-ITS stations to be supported. In your example, if the Commission would ask for a support of 1.500.000 C-ITS stations by the internal EA and AA, then the price is estimated to $1.500.000 \times X$.
47	12/06/2019 23:57	17/06/2019 13:42	Annex I to the Contract - Part 2: Technical Specifications, 4.3: ..."• WPK3 D.3: A business-model analysis by the contractor to describe its view on the financial sustainability of the EU root CA, EA and AA in the long term."	Will the JRC provide the possible fees that the stakeholders are willing to pay as an input for the business-model analysis? We ask this questions in relation to the regulations in Service Contract I.13.4. Use of the services	17/06/2019 The JRC cannot guarantee that such input data on possible fees that are accepted by stakeholders will be available. However, if such data will be available to JRC and JRC is allowed to share it, the contractor will receive such input data. In any case, I.13.4 applies to both phases and there is no direct relationship between the business model analysis and the issuing of contracts of phase II.

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#	Submission date	Publication date	Question subject	Question	Answer
48	11/06/2019 14:01	17/06/2019 14:20	Annex I to the Contract - Part 1: Administrative Annex: 1.3.2 Subcontracting	a) Must the subcontracting party (e.g. IT service provider) be named in the offer? b) Can a subcontracting party be replaced at project start (whereby the obligations to third party will still be fulfilled)?	17/06/2019 Ad a) Kindly note that subcontracting is described in Annex I – Part 1 Administrative Annex, point 1.3.2. Thus, subcontracting should be indicated in the offer if the tenderer relies upon them to fulfil the selection criteria or if the subcontractor's individual share is above 20%. Kindly note that as indicated in the Administrative Annex, point 3.3.2, subcontractors shall complete the Declaration on Honour (Annex A to the Administrative annex) and provide their commitment to the tenderer. Ad b) The subcontractor, during the contract validity, may be changed but only upon prior approval by the Contracting authority. He has to fulfil all the minimum requirements (exclusion and selection criteria will be checked).
49	12/06/2019 23:24	17/06/2019 14:23	Contract draft en, page 18 - I.13.3. Liquidated damages	Could you please explain the reason why C equals 5 for WKP2 of Phase 1 and equals 10 for WKP2 of Phase 2?	17/06/2019 The constant C was considered to take into account the specific situation in WKP/phase. Please, see the answer given under question nr. 17.

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#	Submission date	Publication date	Question subject	Question	Answer
50	18/06/2019 13:43	18/06/2019 13:44	Extension Expiration Date Tender Documentation Delivery JRC/IPR/2019/OP/0365	With reference to the expiry date of the tender JRC/IPR/2019/OP/0365, scheduled for 04/07/2019, we would ask the possibility of extending the delivery date of the tender documentation.	18/06/2019 An OJ EU corrigendum will be published soon.
51	20/06/2019 10:25	20/06/2019 15:08	Question on joint tenders	Could you confirm that participation in a grouping is allowed, even if not yet established. Could you indicate if it is necessary a declaration (as per article 48 of Legislative Decree 50/2016 in Italy) containing: - the commitment to establish a grouping in case of award - the commitment that, in the event of awarding the tender, the same operators will confer a special collective mandate with representation to one of them, to be indicated at the time of the offer and qualified as an authorized representative - leader, the which will stipulate the contract in the name and on its own behalf and of the principals;- the parts of the service or supply that will be performed by individual economic operators joined together.	20/06/2019 We confirm that an offer can be presented by a group of economic operators. We kindly ask you to read the document Annex I - Part 1 Administrative annex for further details. In particular, point I.3. 'How economic operators can organise themselves to submit a tender' and point 3. 'Structure and content of the tender'.

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#	Submission date	Publication date	Question subject	Question	Answer
52	20/06/2019 10:39	20/06/2019 15:19	Subcontracting	We ask you to confirm that, in the case of subcontracting: - indication of the triad of subcontractors is not required, - the indication of the data of the only economic operator whom we intend to subcontract is required - an indication of the activities to be subcontracted and the relative percentage is required, - subcontracting is allowed up to 40% of the contract amount, - the production of documents / declarations by the subcontractor is not required in the tender phase, - the subcontractor is not required to possess tender requirements.	20/06/2019 We kindly ask you to read the document Annex I - Part 1 Administrative annex for further details. In particular point 1.3.2. Subcontracting and point 3. 'Structure and content of the tender'. Therefore, as indicated in point 1.3.2. subcontracting should be indicated in the offer if the bidder relies to satisfy the selection criteria or if the individual quota of the subcontractor is over 20%. The documents that must be completed and provided by the subcontractors together with the tender are indicated in points 3.1. and 3.2.

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#	Submission date	Publication date	Question subject	Question	Answer
53	20/06/2019 15:20	20/06/2019 16:57	Joint tenders	<p>With reference to the previous question related to the possibility of participate in a grouping: the Annex I, point I.3. and point 3. do not detail if it is necessary to present one declaration of commitment (as required, eg by the itlaian legislation). Therefore, could you indicate if it is necessary or not, produce a declaration containing: - the commitment to establish a grouping in case of award - the commitment that, in case of award of the tender, the same operators will confer collective mandate with one representative of them, to be indicated in the tender and qualified as a legal representative, who will enter into the contract on its own behalf and on behalf of other members of goruping - the parts of the service or of the supply that will be performed by individual economic operators gathered.</p>	<p>20/06/2019 As indicated in answer no. 51, we kindly ask you to read the Annex I - Part 1 Administrative Annex. In particular, point 3. 'Structure and content of the offer', where are listed documents to be sent together with the offer in the case of only bidder, for each member of the group in the case of a joint offer or for each identified subcontractor. Please note that the Joint Research Centre (JRC), being a directorate general of the European Commission, it is not comparable to an Italian Public Administration body. The call for tenders organized by the Joint Research Center (JRC) are regulated by the Financial Regulation and not by the Codice degli appalti Italiani.</p>
54	18/06/2019 16:58	24/06/2019 09:42	Annex 3 - EU Certificate Policy, 5.1.1.1 (clause 187, 3rd bullet point)	<p>Could you please clarify what is precisely meant with „a dedicated safe“ and „a dedicated physical area“ ?</p>	<p>24/06/2019 Dedicated safe is meant to be as a physically protected physical area (e.g., closed room) subject to multiple access control (e.g., smartcard/PIN).</p>

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#	Submission date	Publication date	Question subject	Question	Answer
55	18/06/2019 16:59	24/06/2019 09:47	Annex 3 - EU Certificate Policy, 5.2.4. (clause 221)	We assume the requirement is about keeping the anonymity of End-Entities. Do you agree that separation of IT systems and management teams should occur on the objects where it is possible to access unencrypted data regarding the End-Entity's privacy?	24/06/2019 The requirement is not limited to the anonymity of End-Entities but it is related to the treatment in general of personal data according to the GDPR. The separation is not necessarily limited to unencrypted data (we prefer to use data rather than the term objects).
56	19/06/2019 12:11	24/06/2019 09:54	Further querie to question/answer #39	Please specify the minimum validity period of an AT that a C-ITS station could require. This is an important value to calculate the maximum number of AT's (certificates) that need to be provided by the European AA.	24/06/2019 As already stated in answer #39 the contracting authority is not going to specify the minimum validity period of an AT that a C-ITS station could require, as this will be defined by C-ITS station operators making use of the internal EA/AA. The implemented EU root CA, internal EA and AA shall be able to support the validity period of ATs requested by entities making use of the provided services that are compliant to the CP [1].
57	24/06/2019 12:13	25/06/2019 12:08	Invoking	With reference to articles II.19 and II.21.6 of the draft SERVICES CONTRACT, we ask you to confirm that, in the case of grouping, each company will issue individually invoice(s) for services rendered to the contracting authority.	25/06/2019 With reference to Article I.5 Payment arrangements, we inform you that the payment(s) can be claimed by the contractor or leader in case of joint offer. In the case of grouping (RTI), which is a joint offer, the invoicing is carried out only by the leader.

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#	Submission date	Publication date	Question subject	Question	Answer
58	26/06/2019 09:51	26/06/2019 10:20	Postponing of the expiring date of the tender	About the expiration date of the tender, due the last updates related the clarifications and documents released recently and the complexity of the proposal in terms of technologies and organization, finalized to issue a best proposal we are asking the possibilities to postpone the expiration date of four weeks?	26/06/2019 Please refer to Question and Answer nr.38.
59	26/06/2019 09:53	26/06/2019 10:24	Submission Date Tender	With reference to the expiry date of tender , scheduled for 04/07/2019, can the delivery date be extended by 2 weeks?	26/06/2019 Please refer to Question and Answer nr. 38.
60	26/06/2019 17:17	26/06/2019 17:37	Tender report	Where I find this document 'The tender report'?	26/06/2019 As indicated in the invitation letter, the tender report is a document generated by e-Submission listing all the documents included in the tender. Only when an offer is submitted by eSubmission the tender report is generated (https://webgate.ec.europa.eu/esubmission/assets/documents/manual/quick_Guide_en.pdf page 7,)

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#	Submission date	Publication date	Question subject	Question	Answer
61	27/06/2019 16:08	28/06/2019 09:05	Pending corrigendum impact on requirements and time limit for receipt of tenders.	Today, I received an email indicating that the tender responses are due in one week. I have seen numerous answers that indicate that a corrigendum will be published soon. Is the corrigendum for the purpose of extending the time limit, or for changes to the requirements, or both? Do you have an expected date by which the corrigendum will be published?	28/06/2019 See OJ EU notice corrigendum, number 2019/S 123-299318 .
62	24/06/2019 15:28	28/06/2019 11:16	External Sub CAs (2.3.6. C-ITS_FR_CA_06: Registration of EA and AA)	Will external CAs providers contract with the JRC or the the contractor?	28/06/2019 The JRC as contracting authority of this tender will only have a contractual relationship with the contractor. Any possible additional contracts between the contractor acting as EU Root CA, internal EA and internal AA in the scope of this contract fully lie in the responsibility of the contractor.
63	24/06/2019 15:36	28/06/2019 11:20	Internal CAs clients (2.3.6. C-ITS_FR_CA_06: Registration of EA and AA)	Will internal CAs clients contract with the JRC or the contractor?	28/06/2019 The JRC as contracting authority of this tender will only have a contractual relationship with the selected contractor. Any possible additional contracts between the contractor acting as EU Root CA, internal EA and internal AA in the scope of this contract fully lie in the responsibility of the contractor.

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#	Submission date	Publication date	Question subject	Question	Answer
64	25/06/2019 17:27	28/06/2019 11:25	3.1.2.4. Disaster recovery environment	Is possible to clarify: a) There shall be no way, either direct or indirect, to access any other environment from the disaster recovery environment during normal operation In the other section: 3.2.9. C-ITS_TR_14 - Disaster Recovery a) A Disaster Recovery alignment strategy shall be included in the CPS to support the replication of production information from the Production to the Disaster Recovery environment. Could you please clarify the requirements of the communication between the DR and the Production Environment?	28/06/2019 The details on the communication requirements between disaster and recovery environment are to be detailed by the contractor within the Disaster recovery plan that is to be included in the CPS. Point 3.1.2.4 a) refers only to the normal operation and not to a disaster case.

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#	Submission date	Publication date	Question subject	Question	Answer
65	26/06/2019 14:00	28/06/2019 11:38	Architecture	<p>1. Please let us know if it is acceptable to use individual smartcards for root CA, internal EA, internal AA components if the keys are generated on a HSM (compliant with 'CEN EN 419221-2/3/5') and imported on smartcards compliant with 'CEN EN 419211-2/3'. 2. Regarding 3.1.3. 'C-ITS_TR_03 - Hardware and Software Layout', please let us know if it is acceptable to use two firewalls in HA configuration for the Internal EA and Internal AA systems? 3. Regarding 3.1.2.3, 'b) There shall be no way, either direct or indirect, to access any other environment from C-ITS Production infrastructure'; and 3.1.2.4 'a) There shall be no way, either direct or indirect, to access any other environment from the disaster recovery environment during normal operation', please let us know if at least a secure connection for data sync between these Production environment and Disaster recovery environment is allowed in order to ensure data consistency, valid RTO and RPO for DR operations</p>	<p>28/06/2019 1. Individual smartcards can be acceptable if they fulfill the requirements in 6.1.5.1. 2. Yes. It is acceptable if the firewalls are configured to validate the requirements in 3.1.3. 3. An off-line data sync (air gapped) would be preferable because it would not require a network, which can represent a vulnerability. 4. The answer is yes, the text applies as described: "Enough (physical) fail-over machines SHALL be available in EACH environment or at least for the main EU root CA, EA and AA servers to cope with total hardware failure of the ordinary machines".</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				operations (revocation and issuance are critical operations for PKI), or only an off-line data sync (air gapped) is allowed. 4. Regarding 3.1.3. 'C-ITS_TR_03 - Hardware and Software Layout', point c), please let us know if it is mandatory to provide fail-over (physical) machines also for the Disaster recovery environment (DR EU Root CA, EA and AA servers and cryptographic modules).	

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#	Submission date	Publication date	Question subject	Question	Answer
66	26/06/2019 18:11	28/06/2019 11:45	Reference standard of the tender.	<p>The Technical Specifications (Annex I to the Contract, Part 2) includes ETSI TS 102 042 version 2.4.1 in clause 'list of relevant web sites and documents' as item [5] but this technical specification has been made 'historical' by ETSI so not recommended for new implementations. In fact, a new set of standards has been published by ETSI as part of mandate M/460 in line with the eIDAS Regulation requirements, in particular ETSI EN 319 411-1 should be used as reference instead of ETSI TS 102 042. ETSI EN 319 411-1 is in any case compatible with the referenced document [9] RFC 3647 (Policy, Certificate. Certification Practices Framework). The eIDAS Regulation represents the reference EU legal framework for trust services, including certificate issuance. We request if the new European standard should be considered as reference instead of the old technical specification, made historical by ETSI.</p>	<p>28/06/2019 ETSI TS 102 042 applies for the purpose of this tender since it is listed in Annex 3 of delegated regulation C(2019) 1789 final of 13.3.2019 which applies for this tender (CP [1]). Any deviating implementation or interpretation would have to be discussed with the contracting authority during the project implementation on a case by case basis.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
67	27/06/2019 11:24	28/06/2019 11:54	Contract	Will you be able to answer the questions we raised? Will internal CAs clients contract with the JRC or the contractor? Will external CAs providers contract with the JRC or the contractor?	28/06/2019 Refer to Questions and related Answers numbered 62 and 63.
68	25/06/2019 12:32	02/07/2019 10:52	Invoicing with reference to Article II.19 and II.21.6 of the SERVICE CONTRACT	With reference to the subject, we notify that the Special Conditions of the contract (which prevail over the general ones) provide that is the Italian law which is the applicable law (see Article I.12 Applicable law and settlement of disputes). 'Joint invoicing' is not allowed under the Italian law. The invoice must be issued individually by each member of the Temporary Grouping (RTI). It is therefore requested to confirm that, in the case of grouping each company will issue an invoice for the services individually to the contracting authority.	02/07/2019 It is specified that the contract is governed by EU law, and where necessary, by Italian law. EU law does not use the term 'joint billing'. Invoicing is requested by the contractor or, in case of a joint tender, by the leader. In the case of a joint tender, invoicing is made only by the leader. The leader will be responsible for the administrative management of the contract (invoicing, receipt of payments, etc.) on behalf of all other entities. This does not preclude the individual members of the group from being invoiced. Finally, kindly note that the Contracting Authority is exempt from VAT pursuant to the Protocol on the privileges and immunities of the European Union.

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#	Submission date	Publication date	Question subject	Question	Answer
69	01/07/2019 14:15	03/07/2019 10:53	Is an infrastructure provider a subcontractor?	Annex 1 - Part 1 Administrative Annex section 1.3.2. specifies 'Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf'. Would you consider hosting the Root CA solution into a 3rd Party datacenter while the contractor still operating it be a subcontracting case?	03/07/2019 The hosting of the Root CA solutions into a 3rd party datacentre is a case of subcontracting. Moreover, we would like to draw your attention to the provisions of Annex I Part 2 Technical specifications, chapter 2.1. where it is indicated that the services should remain on the territory of the Member States of the European Union.

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#	Submission date	Publication date	Question subject	Question	Answer
70	02/07/2019 21:12	04/07/2019 12:04	Insurance Question - EU Policy cellar_9a2fe08f-4580-11e9-a8ed- 01aa75ed71a1.0005.02_DOC_4 - (377)	Within the document it is not clear whether the insurance coverage required in paragraph 9.2 (377) - Financial Coverage. Specific coverage is explicitly connected to the services related to the CA Root, EA, AA activity or if general insurance coverage is sufficient?	04/07/2019 Article II.6.2. of the draft contract recites as follows: ' If required by the relevant applicable legislation, the contractor must take out an insurance policy against risks and damage or loss relating to the performance of the contract. It must also take out supplementary insurance as reasonably required by standard practice in the industry. Upon request, the contractor must provide evidence of insurance coverage to the contracting authority.' The insurance coverage referred to in the question (Commission Delegated Regulation C(2019)1789, Annex III, Chapter 9.2, Point (377)) constitutes such 'relevant applicable legislation' referred to in the first phrase. The contractor(s) will therefore have to be insured accordingly with reference to the contractual object according to the indications in Commission Delegated Regulation C(2019)1789, Annex III, Chapter 9.2, Point (377) and also fulfil the obligation of supplementary insurance 'as reasonably required'. This obligation falls on each member of a grouping having presented a joint offer, should they be awarded the contract.

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#	Submission date	Publication date	Question subject	Question	Answer
71	02/07/2019 21:09	04/07/2019 12:12	Insurance Question - EU Policy cellar_9a2fe08f-4580-11e9-a8ed- 01aa75ed71a1.0005.02_DOC_4 - (377)	Within the document it is not clear the insurance coverage required in paragraph 9.2 (377) - Financial Coverage, page 77. Does this coverage have to be guaranteed by each member of a Joint Venture or does the principal company have to ensure all the JV participants?	04/07/2019 Please, see the answer under Question nr.70.
72	01/07/2019 08:15	09/07/2019 09:26	HSM	'It's indicated that HSM shall be certified EAL 4+ with at least one of the following PP (419221-2, 419221-4; 419221-5). Would you consider acceptable to use a HSM certified EAL 4+ with the PP prEN14167-2 :2012 Cryptographic module for CSP signing Operation with Backup. (EN14167-2 being replaced by 419221-2) ?'	09/07/2019 The requirements on HSM are exactly the same as listed in the Certificate Policy, Chapter 6.1.5.1. of [1] of Annex I to the Contract - Part 2: Technical Specifications. Hence, these have to be fully fulfilled and no alternative PP should be used, as this would hinder compliance to the Certificate Policy.

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#	Submission date	Publication date	Question subject	Question	Answer
73	02/07/2019 13:29	09/07/2019 09:33	DR Data Replication Mode	Is not clear in the tender documentation the replica synchronization mode between Production and DR environment. Should data replication be synchronous or asynchronous?	09/07/2019 The answer is asynchronous, as the environments shall remain fully separated during normal operation. The details on the communication requirements for data replication between disaster and recovery environment are to be detailed by the contractor within the Disaster recovery plan that is to be included in the CPS. Please compare with answers to question 64 and 65, Point 3.
74	02/07/2019 13:29	09/07/2019 09:38	Management Network Services	In order to follow all the requirements specified in the Tender Documentation is possible to Have a specific Management Network dedicated to Test, DR and Production environment. In the tender is specified for example: b) There shall be no way, either direct or indirect, to access any other environment from C-ITS Production infrastructure. For the Audit and Monitoring and management propose is possible to have communication with all the environments with dedicated Management Network and VPN?	09/07/2019 We do not see a need for an additional communication network to be setup between the different environments (Test, DR and production), as this can create an additional vulnerability. Please compare with answers to question 64 and 65.

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#	Submission date	Publication date	Question subject	Question	Answer
75	02/07/2019 16:34	09/07/2019 09:42	Reference standards.	Which accredited certification bodies should we refer to in response to the competition? Those specified by ETSI EN 319 411-1 or those specified by ETSI TS 102 042?	09/07/2019 While the question remains not fully clear as no specific section of the tender documents is listed as a reference, details on the role of the accredited auditor can be found in the Certificate Policy, which is [1] of Annex I to the Contract - Part 2: Technical Specifications. Amongst many other provisions in the Certificate Policy on accredited auditors, in particular chapter 8.3., clause (362) defines requirements on the accredited PKI auditor. In general, in terms of applicable standards and your question on TS 102 042 or ETSI EN 319 411-1, please refer to question number 66.

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#	Submission date	Publication date	Question subject	Question	Answer
76	02/07/2019 16:40	09/07/2019 09:45	Reference standards.	In order to be compliant to point 8 from Annex 3 "Compliance Audit And Other Assessments" and in particular, to point 8.1, "Topics covered by audit and audit basis" [...] The TLM, root CAs, EAs and AAs shall select an independent acting and accredited PKI auditor to audit their CPS [...], Considering that the PKI subject is under Regulation (Eu) "No 910/2014 Of The European Parliament And Of The Council Of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC", can we select an accredited eIDAS auditor as an "independent accredited PKI auditor" from the official list of eIDAS accredited labs to audit our CPS in order to be compliant to point 8 of Annex 3?	09/07/2019 The Certificate Policy, which is [1] of Annex I to the Contract - Part 2: Technical Specifications, defines many provisions on accredited PKI auditors, in particular chapter 8.3., clause (362) defines requirements on the accredited PKI auditor. Only requirements listed in the Certificate Policy apply on the accredited PKI auditor and there is no direct link to eIDAS accredited labs.

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#	Submission date	Publication date	Question subject	Question	Answer
77	03/07/2019 14:54	09/07/2019 09:48	Log Collecting and Auditing	In reference to the policy document cellar_9a2fe08f-4580-11e9-a8ed-01aa75ed71a1.0005.02_DOC_4.pdf , we would like to better understand the method of collecting logs. Is it possible to centralize the collection of logs with a dedicated SIEM, or is the collection of logs also to be separated for each environment? For example 1 for Production, 1 for Test and 1 for DR?	09/07/2019 The three mentioned environments should be fully separated, we do not see a way to centrally manage log files.

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#	Submission date	Publication date	Question subject	Question	Answer
78	06/07/2019 08:38	09/07/2019 09:57	VPN access	<p>We would understand if is possible to use VPN to have a management dedicated network to reach the safe of AA, EA, Root CA in order to manage the software installed. And to clarify the part relate to the environment, for example: 3.1.2.2. Test environment a) The test environment may be linked to another C-ITS infrastructure provided that the said infrastructure has an equivalent purpose (e.g. to form a pre-production ecosystem for general testing). b) There shall be no way, either direct or indirect, to access other environments from the Test environment, Production Environment, DR Environment Is possible to manage the installed software with a dedicated management network with VPN access?</p>	<p>09/07/2019 The management of a dedicated network should be limited and confined to the respective environment only, e.g. for the test environment. There should be NO dedicated management network to interconnect the single environments (i.e. test, production and disaster recovery).</p>

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#	Submission date	Publication date	Question subject	Question	Answer
79	04/07/2019 20:48	11/07/2019 10:24	Insurance Question - EU Policy cellar_9a2fe08f-4580-11e9-a8ed-01aa75ed71a1.0005.02_DOC_4 - (377)	Is possible to specify the covering time of the insurance requested to cover all the services related to Root CA, EA, AA? Is needed to consider only the time related to the WPK1, WPK2 and WP3 plus the 4 years, as described in the tender documentation? Or is needed a coverage extended until the validity of the last certificate issued? Is possible to specify the exated time for this kind of insurance?	11/07/2019 The duration of the insurance should cover the operational duties related to root CA, EA, AA and the central elements (CPOC and TLM) of the C-ITS trust model. Thus, it is needed a coverage extended until the validity of the last certificate issued.
80	10/07/2019 19:19	11/07/2019 10:36	EN-04 Financial offer Evaluation table	In the EN-04 Financial offer Evaluation table, more exactly in the row 25, Base services provision, is not clear if the price inserted in this specific row is guaranteed and will be paied for whole period of the phase 2 (4 years) and it is not clear whether it is to be considered independently of the increase in the values entered in line 26, 27, 28 relating to the cost of the individual units of the stations and of the EA-AAs.	11/07/2019 The second phase of the contract is regulated by a framework contract, and services will be ordered by specific contract(s). The contracting authority is not bind to purchase for the maximum contract amount. A specific contract, that defines the services ordered, will be paid. Each price should be quoted independently. The evaluation table will be used for the award of the contract, whereas the table Annex II Prices will be used as a price list.

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#	Submission date	Publication date	Question subject	Question	Answer
81	10/07/2019 19:09	15/07/2019 09:34	Reference to chapter 5.4.4 - (251) Log Management	With reference to chapter 5.4.4 - (251) of cellar_9a2fe08f-4580-11e9-a8ed-01aa75ed71a1.0005.02_DOC_4.pdf - The log management system. Is it possible to activate data hashing using different algorithms? The hash algorithm used can be of the type "Message Digest Hash Algorithm" or "Secure Hash Algorithm (SHA) Hash Algorithm"? with the possibility of verifying the unalterability of the data collected using a special tool? The solution can guarantee that, when hashing is enabled, any log event creates a hash file. These hash files are used to verify that the events have not been modified. Hash files are generated in memory before the files are written to disk, so the logs cannot be tampered with before the hash files are generated.	15/07/2019 Yes, it is possible to use data hashing but this shall be of type SHA256 for RCA, EA or AA because of requirement (251) where the signing is based on key material from HSM and the possibility to reuse the algorithms defined in 6.1.4.1 Table 4.

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#	Submission date	Publication date	Question subject	Question	Answer
82	10/07/2019 19:01	15/07/2019 09:40	Log Management and Log Collection	Based on the cellar_9a2fe08f-4580-11e9-a8ed-01aa75ed71a1.0005.02_DOC_4.pdf - chapter 5.4, is it necessary to use a log management system, also the log management infrastructure must be in HA, for each environment?	15/07/2019 1.) The contractor can implement a log management system to address the requirements of 5.4, but it is not mandatory to use a log management system, as long as the requirements of 5.4 are fulfilled. 2.) The log management infrastructure does not need to be available in high availability (HA) for each environment. However, all requirements of chapter 5.4.4 of [1] of Annex I - Part 2: Technical Specifications must be fulfilled.
83	09/07/2019 17:16	15/07/2019 13:47	5G technology for ITS	According to the last vote of the European Union Parliament on the 4th of July on the adoption of 5G technology for ITS against G5 WIFI technology. We would like to know if that decision could have an impact on the project deployment ?	15/07/2019 Please refer to Annex I - Part 2: Technical Specifications, page 29 [1] and [2] that specify that these specifications shall apply for the purpose of this contract independent of the entry into force of this regulation.

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#	Submission date	Publication date	Question subject	Question	Answer
84	15/07/2019 13:00	16/07/2019 15:03	Participation in the tender by 'Stabile Organizzazione' in Italy	The Italian 'Stabile Organizzazione' can participate in the tender (if in possession of the requested requisites) and in this case, it may invoice the Italian 'Stabile Organizzazione' or must be a parent company GmbH that participate in the tender?	16/07/2019 We kindly ask you to read Annex I – Part 1 Administrative annex, point I.3. How the economic operators organise themselves to submit a tender. It will be up to the appointed evaluation committee to assess the compliance of the offer with the administrative requirements. We underline that at this stage of the procedure, additional information may be given solely for the purpose of clarifying the procurement documents, while it is not possible to give information of such nature as to anticipate the work of the evaluation committee.
85	15/07/2019 13:27	16/07/2019 15:10	'Stabile Organizzazione'	If it is possible the direct participation by the Italian 'Stabile organizzazione', it is possible to declare the requisites possessed from the German GmbH?	16/07/2019 We kindly ask you to read the answer to the question number 84.

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#	Submission date	Publication date	Question subject	Question	Answer
86	12/07/2019 08:44	16/07/2019 15:22	Financial Offer	Could you Please confirm that JRC will cover the infrastructural costs (in terms of Production, Test and DR systems etc.) that support the minimum 50 000 C-ITS stations for the whole duration of Phase 1 and Phase 2 ?	16/07/2019 We kindly ask you to read Annex I – Part 1 Administrative annex, point 3.4. Financial offer: 'The financial offer must be all inclusive', and Financial offer form itself, stating: 'The prices tendered must be all-inclusive, of all costs that can be derived from the contract requirements beyond the technical nature for deliverables, such as costs for project meetings, progress reports, etc. expressed in EURO and without VAT'.
87	12/07/2019 08:44	16/07/2019 15:30	Financial Offer	In the Evaluation table row 25, could you please indicate which costs should the provider insert?	16/07/2019 The base service provisions include the costs for the support for the EU Root CA, internal EA and AA without the issuing of certificates to C-ITS stations related to the internal EA/AA, and support for external AAs/EAs under the EU Root CA.
88	16/07/2019 16:04	16/07/2019 17:06	Termination	With reference to the Service Contract draft, does section II.18 'Termination of the Contract' stops being applicable given that I.11 'Termination by either party' says: 'Termination by either party is not applicable to this contract'?	16/07/2019 Instead of 'Termination by either party is not applicable to this contract' please read: 'Article I.11. is not applicable to this contract'. The contract will be rectified before signing. The Article 'II.18 Termination of the contract' is applicable to this contract.

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#	Submission date	Publication date	Question subject	Question	Answer
89	18/07/2019 11:52	18/07/2019 16:04	Service Contract	We have reviewed the Service Contract, and would like to understand whether the draft Service Contract is negotiable after the tender is granted?	18/07/2019 This is an open procedure, where any economic operator who is interested may submit a tender. This procedure is not involving negotiations, the tender documents are not negotiable. We draw your attention also to the Annex I – Part 1 Administrative annex, point 3.1, where is the tenderer asked to 'confirm and accept of all terms and conditions of the Tender Specifications and the Draft Contract'.
90	17/07/2019 09:13	18/07/2019 16:16	Postpone submission deadline.	Considering the complexity of the tender documents and all the clarifications, the time available may not be enough for elaborating a competitive technical-economic and advantageous solution for the Contracting Authority. The concession of such extension, therefore, it would allow us to develop an optimized solution and with it the relative accompanying documentation. Taking into account all the above, could you please postpone the submission date with at least 4 weeks.	18/07/2019 We inform you that will be soon published a corrigendum of the e-notice in OJ EU.

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#	Submission date	Publication date	Question subject	Question	Answer
91	19/07/2019 11:15	19/07/2019 14:42	Postpone submission deadline - confirmation request	From the answer to Question 90 we assume that a new deadline will be defined for the tender. Since tender signature by authorised representatives of the proponent may take a few days, and being the present deadline quite imminent, we kindly ask for confirmation of the postponed deadline.	19/07/2019 The deadline will be postponed, The postponement will be published in a corrigendum of the e notice, in the OJ EU, in few days.
92	22/07/2019 18:17	23/07/2019 14:17	Postponement	As we organized our team to comply with the deadline of July the 24th, could the JRC please limit as much as possible this new postponement?	23/07/2019 The postponed deadline was published today in the OJ EU S/140 - 343580.
93	24/07/2019 13:17	26/07/2019 10:02	Version of ETSI TS 102 941 intelligent Transport Systems (ITS), Security, Trust and Privacy Management.	The tender technical specifications refers to ETSI TS 102 941 intelligent Transport Systems (ITS), Security, Trust and Privacy Management version 1.2.1 (publication date: May 2018). However ETSI has published a new version of this document (1.3.1) in February 2019. This version corrects some errors in v1.2.1. Please clarify whether JRC intends to use version 1.2.1 or 1.3.1 for the C-ITS implementation.	26/07/2019 Similar to Question and Answer nr. 66. ETSI TS 102 941 v1.2.1 applies for the purpose of this tender since it is listed in Annex 3 of delegated regulation C(2019) 1789 final of 13.3.2019 which applies for this tender (CP [1]). Any deviating implementation or interpretation would have to be discussed with the contracting authority during the project implementation on a case by case basis.

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#	Submission date	Publication date	Question subject	Question	Answer
94	16/07/2019 16:04	30/07/2019 13:44	IPR and Source Code	<p>With reference to the Service Contract draft, section II.13.1 &quot;The Union acquires irrevocably worldwide ownership of the results and of all intellectual property rights on the newly created materials produced specifically for the Union under the contract and incorporated in the results, without prejudice however to the rules applying to pre-existing rights on pre-existing materials, as per Article II.13.2.&quot; And the definition of Result: &quot;'Result': any intended outcome of the performance of the contract, whatever its form or nature. A result may be further defined in this contract as a deliverable. A result may, in addition to newly created materials produced specifically for the contracting authority by the contractor or at its request, also include pre-existing materials;&quot; Does the source code developed specifically for the system that provides the services qualify as a &quot;result&quot;?</p>	<p>30/07/2019 The definition of "result" in section II.1. of the Service Contract draft refers to "any intended outcome etc." The use of the word "intended" must be interpreted as follows: in this particular call for tenders, the contracting authority has the objective to obtain the benefits of a service delivery, as further described in section I.2 (Subject Matter). The technical specifications do not mandate the distribution to the contracting authority of specific software, as long as the service is delivered according to the Contract. Therefore, even if developed specifically for the system that provides the services, the software (including the source code) does not qualify, in this case, as a "result" under the Service Contract.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
95	29/07/2019 21:47	30/07/2019 15:13	Precise definition of "result";	With reference to the Service Contract draft, section II.13.1 "The Union acquires irrevocably worldwide ownership of the results and of all intellectual property rights on the newly created materials produced specifically for the Union under the contract and incorporated in the results, without prejudice however to the rules applying to pre-existing rights on pre-existing materials, as per Article II.13.2." And the definition of Result: "'Result': any intended outcome of the performance of the contract, whatever its form or nature. A result may be further defined in this contract as a deliverable. A result may, in addition to newly created materials produced specifically for the contracting authority by the contractor or at its request, also include pre-existing materials;" Does the source code developed specifically for the system that provides the services qualify as a "result";? What will be exactly the "results"; of this tender, by tat definition?	30/07/2019 Please see the answer under question nr. 94.

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