

Call for tenders' details

Title: DIGIT/R2/PO/2014/043 cloud services.

Start date: 27/12/2014

Time limit for receipt of tenders: 29/04/2015

Contracting authority: European Commission, DG Informatics (DIGIT)

Status: Closed

Call for tenders question list

#	Submission date	Publication date	Question subject	Question	Answer
1	31/12/2014 08:38	09/01/2015 12:34	Annex 3 without track changes	Dear, Could you please publish a new version of the Annex 3 without track changes? Kind regards	09/01/2015 A new electronic version of annex 3 without track changes has been added in the document library. A new numbered version has been accordingly added in the document library.
2	05/01/2015 12:41	09/01/2015 12:35	Timeline	By what approximate date (month) do the EC (and the other EUI) plan to sign the framework contracts generated by this Call for Tenders ?	09/01/2015 Should all the conditions be met the signature of the framework contracts by the Authorizing Officer could possibly happen between June and September 2015. 06/02/2015 Question33

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
3	05/01/2015 14:19	16/01/2015 16:25	Subcontracting and partnering	Where an organisation adopts a both a direct and indirect model when licensing cloud services they may support any number of partners who wish to submit tenders to the Cloud RFP. In such capacity one specific entity within an organisation may act as a subcontractor to such partners. Independent of this, another entity within the organisation may deliver consultancy services to customers as both a prime contractor and/or subcontractor in submitting tenders to the cloud RFP. Can the authority confirm that the various entities within an organisation can support various tender responses in this fashion? We would assume the supplier would need to ensure appropriate restrictions on information sharing will be put in place between the individual teams to protect the independence of the various responses the entities may be involved in.	16/01/2015 To clarify our position please refer in the document library to the new electronic version of "01 - Tendering Specifications" file amended in § 3.1 "Lots" (p. 5/32). The "ready to print" numbered version is accordingly modified (v3) in the document library (amendment in p.6/763).

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#	Submission date	Publication date	Question subject	Question	Answer
4	08/01/2015 10:09	16/01/2015 16:26	Tendering Specifications	Could the Commission update § 5.2.3.2 (pg 19-20/32) likely to be erroneous?	16/01/2015 Please refer in the document library to new electronic version of "01 - Tendering Specifications" file with amended art. 5.2.3.2 "Services expected" (p.19-20/32). The "ready to print" numbered version is accordingly modified (v3) in the document library (amendment in p.20-21/763).
5	09/01/2015 08:42	16/01/2015 16:27	Annex 3 - Instructions ... Technical and Financial Offer Questionnaires	Could the Commission provide an updated version of the document aforementioned?	16/01/2015 Please refer to answer 01.
6	13/01/2015 10:25	16/01/2015 16:27	Lot 1Annex 4.8 - Financial Questionnaire - Lot 1.xlsx Worksheet: Price list reference Table: FQ1.PL.1.1 Connectivity to private cloud	Question#1: is this correct to state that the tenderer is expected to provide a "flat fee" per country based pricing table (towards the 3 datacenters) ?	16/01/2015 No. The tenderer is not limited to a flat fee per country and can provide a tiered fee per country (e.g. a price for 1GB line, for 500MB, per country etc...) in his price list. This is consistent with the questions asked in the financial scenarios.

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#	Submission date	Publication date	Question subject	Question	Answer
7	13/01/2015 10:25	16/01/2015 16:28	Lot 1 Annex 4.8 - Financial Questionnaire - Lot 1.xlsx Worksheet: Price list reference Table: FQ1.PL.1.1 Connectivity to private cloud	Question#2 : What would be the requested IP Bandwidth requested for each of those 28 countries ?	16/01/2015 IP bandwidth being understood as capacity of the dedicated line requested for Lot1, this information cannot be provided in detail as would consist in a commitment towards the volume of the contract, for a need which will evolve in time. The tenderer can refer to Annex 11 (volume estimates per EU institutions) for Lot1 for each institutions and their respective location indicated in the Annex to have an idea of the needs for Lot1, though no bandwidth needs are expressed.
8	13/01/2015 11:00	16/01/2015 16:28	Annex I - Service requirementsMissing section 3.9	Could the Commission provide the section 3.9 related to pricing, named for reference in Chapter 7. "Pricing" (pg 50/51) - unless this section was renumbered 3.11 "Billing and reporting"?	16/01/2015 This section was indeed renumbered 3.11 "Billing and reporting". Section 3.9 is left as blank and reference made in Chapter 7 "Pricing" (p.50/51) is modified from "3.9" to "3.11". Please refer in the document library to new electronic version of "02 – Annex – Service requirements" file with amended Chapter 7 "Pricing" (p.50/51). The "ready to print" numbered version is accordingly modified (v3) in the document library (amendment in p.83/763).

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#	Submission date	Publication date	Question subject	Question	Answer
9	13/01/2015 15:47	23/01/2015 17:45	SLA	It appears that the SLAs for Private and Public cloud are identical. Can you please motivate the logic behind this, as Public Cloud services by nature come with predefined SLAs. Thank you very much.	23/01/2015 Service Level Agreements (SLAs) are dealt in the call for tender in two ways: 1. In evaluation criteria: they define minimum service levels and inquire on best service tenderers can provide. Public cloud tenderers coming with pre-defined SLAs do not prevent them from comparing their pre-defined SLAs to SLAs exposed in our criteria. It is not expected from tenderers to refer specifically to the same SLA naming convention as long as mapping indications are provided. For instance criteria SLE1, SLE2 (computing and storage availability) can be covered by one single SLA of the provider. 2. In draft SLA service level agreement templates: these documents are mere indicative templates. For Lot 2 and Lot 3, it is likely for final SLAs to be annexed to signed framework contracts to differ from template SLAs to take into account providers' pre-defined SLAs.

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#	Submission date	Publication date	Question subject	Question	Answer
10	13/01/2015 16:21	23/01/2015 17:45	Lot 3: backwards compatibility	Lot 3: For legacy applications what number of versions will need to be supported in a Public PaaS, as an example are you assuming backwards compatibility with Oracle 9, 10, 11, 12 ?	23/01/2015 Providers can consider that the Institutions expects that providers support the last two versions of products mentioned in Lot 3 criteria. For instance, in the case of Oracle products: -Oracle WebLogic: 12c and 11gR1 -Oracle Database: 12c and 11g A wider catalogue of versions than the last two major versions will be taken into account and will provide a 5% competitive advantage on the final mark of the corresponding criterion (SPE2, SPE3, SPE5, SPE6, SPE7, SPE8, SPE11, SPE13).

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#	Submission date	Publication date	Question subject	Question	Answer
11	13/01/2015 16:23	23/01/2015 17:46	Lot 3: Custom Public PaaS?	<p>Lot 3: Most Public IaaS providers enable customisation and the use specific versions and configurations, while PaaS vendors don't. Will you accept the default configuration and product versions offered by the Public PaaS service provider? If not would you accept to use the requested Services in a IaaS environment instead of a PaaS?</p>	<p>23/01/2015</p> <p>As it is stated in the evaluation criteria SPE2, SPE3, SPE5, SPE6, SPE7, SPE8, SPE11, SPE13 the Institutions will accept default configurations and product versions proposed by Public PaaS service providers, that there is no obligation for the providers to accept a reference configuration, so customisation, from the customer. However the fact that providers accept reference configurations from customers will be valued and taken into account in the technical evaluation of the service.</p> <p>That providers operates as pure PaaS providers or offer a PaaS services on top of a IaaS services will be accepted, but the final service provided shall be perceived as a PaaS service from the customer's prospective. This is the full service which will be evaluated.</p> <p>It is reminded that providers proposing the best value for money will be retained at the end of the process, so providers must find the proper balance between the feature set proposed and the price of the service.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
12	14/01/2015 17:10	23/01/2015 17:46	Requirement SOS1 - Scalability of Object Storage service (public Cloud)	<p>We would like to understand why DIGIT has decided to choose a 10 GB as the least supported object size for requirement SOS1 and at the same time ask the bidders to use open standards like OpenStack. OpenStack typically has a limit of 5GB for the maximum object size. Is there a change that Digit will reconsider the SOS requirement?</p> <p>Thank you very much.</p> <p>http://docs.openstack.org/api/openstack-object-storage/1.0/content/large-object-creation.html</p>	<p>23/01/2015 The size of 10GB is driven by Institutions business needs. As far as the 5GB limit of OpenStack is concerned:</p> <p>The link provided in the question states that "By default, the content of an object cannot be greater than 5 GB": the 5GB is therefore presented as default value, which can be modified by providers.</p> <p>Moreover the same link explains that OpenStack support the concept of segmentation of large objects. This concept allows to manage large object while keeping the 5GB limit.</p> <p>To clarify, the call will accept both technical implementation (ability to manipulate 10GB objects directly in the providers implementation, or use concepts similar to the segmentation of OpenStack) provided large objects of 10GB can be manipulated with the Object Storage Service by developers.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
13	16/01/2015 13:45	23/01/2015 17:46	Acronym - PHI-BCP	Page 525: PHI-BCP: is abbreviation of what? Could some more explanations be provided regarding this SLA? Thank you	23/01/2015 The SLA PHI-BCP is the service level to be agreed with the provider between the request of the customer for the Business Continuity Plan of the provider and its delivery to the customer. PHI-BCP is only an internal reference standing for Provider Hosting Information – Business Continuity Plan.
14	16/01/2015 13:46	23/01/2015 17:46	Acronym - PHO-INF	Page 525: PHO-INF: is abbreviation of what? Could some more explanations be provided regarding this SLA? Thank you	23/01/2015 This SLA is the timeframe to be respected for a contractor to transfer relevant information, if need be, at the end of a specific contract to the contractor which would take-over the specific contract. PHO-INF stands for Phase-Out-INformation.
15	16/01/2015 18:37	23/01/2015 17:47	Submission Period	Given the complexity of this call for tender and the need for a thorough analysis and solutioning our grouping would like to ask the Commission for a three weeks extension in order to submit a compliant quality proposal	23/01/2015 The deadline date for submission of offers is extended until 01/04/2015. The new deadline is to be published on the Official Journal of the European Union under an addendum to the contract notice. The invitation letter enclosed in eTendering is amended accordingly.

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#	Submission date	Publication date	Question subject	Question	Answer
16	17/01/2015 14:14	23/01/2015 17:47	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1.	See "SLE8 - criterion: Service health and Service Levels history - Extended period". Can you please confirm that the expected supporting document(s) should actually refer to SLS10 (and not SLS9)?	23/01/2015 We confirm that the expected supporting document(s) for SLE8 should actually refer to SLS10 and not SLS9.
17	18/01/2015 12:57	23/01/2015 17:48	Annex 5.7 - Technical Evaluation Questionnaire - Lot 2	See "BS1 - criterion: Price List Advertisement SLA (Public Cloud)". Our understanding is that the Technical Evaluation shall not contain pricing elements. Does DIGIT agree that one shall not disclose as part of the answer to this criterion the 'initial price list of the provider'?	23/01/2015 Criteria BS1 and BE1 require and evaluate the structure of the pricelist. As an amendment to "Annex 3 - Instructions to the tenderers for the completion of Questionnaires" it is requested from bidders that they provide aside their technical answer a copy of the "Price list reference" without reference to prices (detailed modalities are described in the new version of Annex 3). This copy of the "Price list reference" will be used for criteria BS1 and BE1 to evaluate the quality of the price list as described in the criteria. See corrected annex in the updated Complete tendering specifications (electronic version) and in the Updated Complete tendering specifications-numbered-v4).

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18	20/01/2015 10:57	23/01/2015 17:48	Framework contract, Preamble p4. Table (pg 648 of the specifications - numbered version)	Could the Commission explain the remark at the end of the table listing the EUI: "Up to 10% of the overall value of the contract can be used by institutions of the Union, agencies and bodies that will be created on the basis of the Treaties or secondary Union law within the duration of the contract.]"? Could the Commission disclose a budgeted value for Cloud I and explain an indicative distribution?	23/01/2015 No budgeted value is available at this stage. Volume estimates per EU Institution are available in Annex 11. Overall value of the contract will be estimated at awarding stage including a 10% margin for institutions, agencies and bodies created after publication of the contract notice.
19	20/01/2015 11:12	23/01/2015 17:48	Extension	Given the complexity of the call for tenders and recent changes, can the European Commission kindly envisage an extension of the deadline for the submission of the tenders? 3-to 4 weeks extension would be highly appreciated. Thank you	23/01/2015 see answer 15
20	20/01/2015 11:13	23/01/2015 17:49	Annex 6.8 - Financial Questionnaire - Lot 3	Annex 6.8, tab "Scenario 1": Extra large instances for business are smaller in resources (both cpu and mem) than large instances for business. This is not in accordance with CS6 of Annex 6.7. Can DG DIGIT confirm this?	23/01/2015 There is indeed a mistake in Annex 6.8. See corrected annex in the updated Complete tendering specifications (electronic version) and in the Updated Complete tendering specifications-numbered-v4).

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#	Submission date	Publication date	Question subject	Question	Answer
21	20/01/2015 11:14	23/01/2015 17:49	Annex 6.8 - Financial Questionnaire - Lot 3	Annex 6.8, tab "Scenario 1": Extra large instances for database are equal in resources (both cpu and mem) as large instances for databases. This is not in accordance with CS6 of Annex 6.7. Can DG DIGIT confirm this?	23/01/2015 See answer 20.
22	20/01/2015 11:16	23/01/2015 17:49	Annex 6.8 - Financial Questionnaire - Lot 3	Annex 6.8, tab "Scenario 1": Medium instances for business and database have characteristics for large instances according to CS6 of Annex 6.7. Can DG DIGIT confirm this?	23/01/2015 See answer 20.
23	20/01/2015 13:31	23/01/2015 17:49	Request for extension of the deadline to answer to the RFP	The questionnaires of all Lots include an extensive list of mandatory requirements that must be accepted and described by the bidders. This requires a tailored solution, which is time consuming. We therefore ask for an extension of the deadline to answer to the RFP to April 30, 2015.	23/01/2015 see answer 15.

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#	Submission date	Publication date	Question subject	Question	Answer
24	20/01/2015 18:04	23/01/2015 17:50	Annex 4.8, 5.8, and 6.8	Some Mandatory requirements in the technical solution may imply extra costs (e.g. penetration tests: Annex 5.7 SE20). These costs can be added in the "price list reference" of each of the financial questionnaires (annex 4.8, 5.8, 6.8). However, these items to not re-appear in the scenario's and therefore their related costs are not taken into account for the financial evaluation. Can DG DIGIT confirm this?	23/01/2015 Costs related to items mentioned in the "price list reference" but not used in financial scenarios are indeed not taken into account for the financial evaluation. However existence of such items will be taken into account in the technical evaluation specifically with criteria BE1 which evaluates the overall quality of the price list, regardless of their costs.
25	21/01/2015 10:33	23/01/2015 17:50	01 - Tendering Specifications	p15: "Lot 1 ... on an infrastructure exclusively dedicated to European Institutions usage." Can DG DIGIT Confirm that the requested physical infrastructure is completely dedicated to the European Commission's customers (as defined in paragraph 2.1. Cloud services actors of "02__ - Annex_1_-_Service_Requirements.pdf"); this for compute, storage, network and security components?	23/01/2015 The infrastructure for Lot 1 shall be indeed completely and entirely dedicated to European Institutions (compute, storage, network and security components). For this lot no resource sharing with other customers than European Institutions will be accepted.
26	21/01/2015 11:04	23/01/2015 17:50	Deadline Date RFP	Given the complexity of this tenders and recent changes, could the European Commission extend of the deadline for the submission of reply to this tender? 3-to 4 weeks' extension would be highly appreciated. Thank you	23/01/2015 see answer 15.

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#	Submission date	Publication date	Question subject	Question	Answer
27	21/01/2015 11:24	23/01/2015 17:50	Annex 1 / 3.5. Datacenter services / DCS1 & DCE1 :	Question#1 : Can the EC explain the reason why 200km are required as a minimum distance between redundant Datacenters (optional on Lot 1, mandatory on Lots 2 & 3), while per experience, 100km distance between datacenters on 2 different power grids could maintain target levels of service availability, whatever the incident ?	23/01/2015 The distance of 200 km had been selected on the basis on the analysis of similar requirements. However, considering the low risk-profile of the systems which will be deployed under this Call for Tender, the EC agrees to adapt this requirement.
28	21/01/2015 11:24	23/01/2015 17:51	Annex 1 / 3.5. Datacenter services / DCS1 & DCE1 : distance	Question#2 : Could it be possible to change this requirement to a 100km distance instead of 200km ?	23/01/2015 The EC accepts to change the requirement of criteria DCS1 from 200 km to 100 km. For consistency the criteria DCE1 is changed from 200 km to 100 km.
29	22/01/2015 00:15	23/01/2015 17:51	The Tendering Specifications	The Tendering Specifications state (page 4/32) that additional levels of subcontracting (e.g. subcontracting of subcontracts) will not be allowed during the execution of the contract. This is very likely to create difficulties in supply chains (particularly in the supply of multiple products and services) where it would be usual for a subcontractor to subcontract. Would the Commission please reconsider this issue, even if it is to enable subcontracting of subcontracts in particular circumstances?	23/01/2015 §4.5 of Tendering Specifications stating i.a. "additional levels of subcontracting (e.g. subcontracting of subcontracts) are not allowed during the execution of the contract." remains unchanged.

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#	Submission date	Publication date	Question subject	Question	Answer
30	22/01/2015 00:19	06/02/2015 13:36	Lot 1	For Lot 1 connectivity needs to be dedicated per institution, does this mean that the form of connectivity needs to be logically or physically separate from any existing network connections?	06/02/2015 For Lot1, connectivity between the provider and European Institutions shall be dedicated. No other tenant than European Institutions shall share the physical connection. However it is expected that traffic of several Institutions is logically separated on the same physical line.
31	22/01/2015 00:21	06/02/2015 13:38	Site address details	Will EC Cloud be providing location details around the Cities in the Scenarios, such as address and telephone number in order to assure realistic pricing?	06/02/2015 A survey of all EUI's participating in this call for tender is on-going so as to get main phone numbers and/or postal addresses of their data centres/IT system buildings. Within a few days, received information will be added to an updated version of Annex 11 ("Volume estimates per Institution") and uploaded in e-Tendering.

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#	Submission date	Publication date	Question subject	Question	Answer
32	22/01/2015 10:15	06/02/2015 13:39	Lot 1 / 3 questions	<p>In Lot 1 it is requested to provide dedicated access to the European institutions. As part of the annex 4.8 a list of 5 locations is provided (Luxembourg, Brussels, Paris, Rome and Vilnius).</p> <p>Q1 : Are these locations to be considered the only datacenters for which dedicated connectivity is required?</p> <p>Q2 : If these are not the only datacenters for which connectivity is required, can a list of datacenter addresses of the agencies for which dedicated connectivity is required be provided?</p> <p>Q3 : Could EC please clarify what is meant by "The offer shall cover all countries of European Union" in annex 4.8, "Price List reference" row 18 ?</p>	<p>06/02/2015 Q1: No. Q2: See answer 31. Q3: The offer shall cover the datacenters of all participating EUI's.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
33	23/01/2015 09:25	06/02/2015 13:41	Start date of the contract	Can DIGIT share the expected start date of the contract for planning purposes. Thank you.	06/02/2015 Following postponement of deadline for submission of offers to 1st April 2015 and should all the conditions be met, the signature of the framework contracts by the Authorizing Officer could possibly happen between July and October 2015. This answer updates answer 02.
34	27/01/2015 15:37	06/02/2015 13:47	Tendering specifications chapter 5.2.1.1 page 14	Does the Lot 1 requirement for a dedicated infrastructure also hold for the cloud portal with orchestration layer, the monitoring platform, the online helpdesk, etc ?	06/02/2015 Dedication of the infrastructure shall ensure no sharing of resources at physical level between EU institutions and other potential tenants. Therefore the Cloud portal with the orchestration layer and the monitoring platform shall be dedicated to the EU institutions. It is accepted that the infrastructure sustaining the online helpdesk is not dedicated to EU institutions.

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#	Submission date	Publication date	Question subject	Question	Answer
35	27/01/2015 15:39	06/02/2015 13:48	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 NS 8 - criterion: IPv6 support page 9	Does the supplier need to provide the IPv6 IP addresses or does the supplier get the IP addresses from the EC ?	06/02/2015 There is no requirement on that matter: the provider can either require that the institution provides the IPv6 address or enforce that the IP address is given by the provider. Providers which propose both options will have better evaluation in criteria NE10 (IPv6 support) than providers proposing only one option.
36	27/01/2015 18:21	06/02/2015 13:49	Framework Contract - Liability	Could you please specify the exact scope of the liability cap of 300% of the total framework agreement. We understand this 'cap' to include the total value of all 'active' specific contracts hereby excluding the total value of the 'terminated' specific contracts. Is our understanding correct ?	06/02/2015 Article II.2.2 of the framework contract states that "The Contractor shall be liable for any loss or damage [...] but only up to three times the total amount of the Framework Contract". The total amount of the Framework Contract refers to the awarded amount as published on the Official Journal of the European Union.

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#	Submission date	Publication date	Question subject	Question	Answer
37	28/01/2015 17:40	06/02/2015 13:51	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1	<p>The below 3 questions in the questionnaire indicate that the documentation/information is already provided for in other parts. However the questionnaire states that a mandatory response against these questions is required. Should the 'Expected supporting documents' in this case not be 'none' instead. Please advise?</p> <ul style="list-style-type: none"> - "SLE8. Service Health and Service Levels History - Extended Period" - "BE3. Billing Granularity and Flexibility" - "BE4. Point-in-Time Visibility into Cost Accrual" 	<p>06/02/2015 Bidders shall not provide supporting document for criteria SLE8, BE1, BE2, BE3, BE4, but shall provide supporting document referred in the corresponding criterion. In that sense they are mandatory. For instance in SLE8 for Lot 1: supporting documents shall be provided in the scope of SLS9. If documents are not provided in SLS9 the bidder is eliminated.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
38	28/01/2015 17:50	06/02/2015 13:54	Annex 5.7 - Technical Evaluation Questionnaire - Lot 2	<p>The below 5 questions in the questionnaire indicate that the documentation/information is already provided for in other parts. However the questionnaire states that a mandatory response against these questions is required. Should the 'Expected supporting documents' in this case not be 'none' instead. Please advise?</p> <p>SLE8. Service Health and Service Levels History - Extended Period BE1. Price List Content - Quality (Public Cloud) BE2. Price List Tooling - Quality (Public Cloud) BE3. Billing Granularity and Flexibility BE4. Point-in-Time Visibility into Cost Accrual</p>	<p>06/02/2015 See answer 37.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
39	28/01/2015 18:03	06/02/2015 13:54	Annex 6.7 - Technical Evaluation Questionnaire - Lot 3	<p>The below 5 questions in the questionnaire indicate that the documentation/information is already provided for in other parts. However the questionnaire states that a mandatory response against these questions is required. Should the 'Expected supporting documents' in this case not be 'none' instead. Please advise?</p> <p>SLE8. Service Health and Service Levels History - Extended Period BE1. Price List Content - Quality (Public Cloud) BE2. Price List Tooling - Quality (Public Cloud) BE3. Billing Granularity and Flexibility BE4. Point-in-Time Visibility into Cost Accrual</p>	<p>06/02/2015 See answer 37.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
40	29/01/2015 15:48	10/02/2015 16:02	Public Cloud Vendors	<p>Following the update of section 3 of the tendering specifications, can an economic operator offer the services of a public Cloud provider without having this cloud provider participating to the bid as partner or subcontractor?</p> <p>Thank you very much and kind regards.</p>	<p>10/02/2015</p> <p>If the tenderers rely on the services of a Public Cloud Provider (PCP), this fact must in all cases be mentioned in the technical part of the offer, and will be relevant for the technical evaluation. However, the PCP does not have to be necessarily part of the offer as a member of the tendering consortium, nor as a subcontractor.</p> <p>In short:</p> <ul style="list-style-type: none"> •If the PCP is itself a tenderer (or a member of the tendering consortium), the restrictions on its participation in other tenders under Article 3.1 of the Tendering Specifications apply fully. In this case, the PCP cannot be a tenderer or a subcontractor in other offers; nor can it provide other tenderers with a letter of intent (and therefore they cannot rely on that PCP's technical capacity as a third party). •If the PCP is a subcontractor and/or a third party who provides the tenderer(s) with a letter of intent, it can participate freely in other tenders (except, naturally, as a tenderer). In this case, the tenderers can rely on the PCP to demonstrate their technical capacity at the selection stage. •Lastly, any tenderer can rely on the services of a PCP without assigning it any other role in its offer (even if this

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					any other role in its offer (even if this PCP may itself be a tenderer). This is per se not considered as an additional level of subcontracting for the purposes of Article 4.5 of the Tendering Specifications. In such cases, the information related to the PCP will be considered in the technical evaluation, but not for the purposes of assessing the tenderer(s)' technical capacity.

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#	Submission date	Publication date	Question subject	Question	Answer
41	30/01/2015 16:06	10/02/2015 16:04	Audits and ISO 27001/27018 certifications	<p>Dear,</p> <p>Suppliers recognise the need for EU organisations to ensure they have rights to undertake financial audits to ensure there are no irregularities. However it is important that the datacentre infrastructure utilised in the provision of cloud services is kept as secure as possible. To this end can the Commission confirm that where a supplier can demonstrate adherence to internationally-recognised standards such as ISO27001 and ISO27018, the Commission would be prepared to rely on appropriate independent 3rd party technical audits of the datacentre infrastructure against these standards rather than requiring on-site audit rights of these facilities.</p> <p>Many thanks and kind regards.</p>	<p>10/02/2015</p> <p>Bodies of the European Union (Security Directorate, IDOC, OLAF, IAS, EDPS) listed in criterion GS1 of all lots explicitly demand to be able to perform audits or investigation. In the context of investigations, the attention of the tenderer is drawn to the fact that the evidence to be provided will depend on the nature of issues being investigated, the specifics of which cannot be established in advance. However as it is expressed in the present call for tenders in the scope of the security framework (see Annex 2), bodies of the European Union may rely on evidence provided by third-party auditors. Such evidence provided by third-party auditors may be deemed appropriate if its scope and depth of testing are assessed to be satisfactory by bodies mentioned in criterion GS1.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
42	02/02/2015 16:24	10/02/2015 16:07	01 - Tendering Specifications. §4.2. Geographical constraints.	Can you confirm that the geographical constraints apply not only on the location of the data, but also on the management of the systems. In other words, the systems shall be managed from within the European Union. Please advise?	<p>10/02/2015 Provided that the offer complies with all other relevant requirements (e.g. as regards the tenderer's eligibility for participation), it is permissible for the systems to be managed from outside the European Union territory, unless it has the effect of subjecting the data (including safeguards and mirrored data) to other legislation than, or above, EU law; or unless it has the effect of putting the data under the jurisdiction of courts other than EU courts.</p> <p>If management of the systems (patching, upgrades, configuration...) is performed outside European Union territory, tenderers must indicate that in their tenders and, additionally, they must justify their compliance with the conditions laid down in previous paragraph.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
43	03/02/2015 11:44	10/02/2015 16:10	Regarding Annex 4.7 (Lot-1), Section 13 – Environmental Soundness and 01 – Tendering Specifications, Section 6.3.1.1	There is a maximum of 100 points allocated to Item EES1, and a minimum achievement of 50% (G1.5). In order to enable a fair competition while maintaining high energy saving standard would it be possible that Data Centres proposed have more than 40% of renewable energy (instead of 50%) ?	10/02/2015 The sentence "(i.e. the tendered will be granted 50% of the points if justifying 50% of usage of renewable energy)" is replaced by " (e.g. the tendered will be granted 50% of the points if justifying 50% of usage of renewable energy)". 50% was provided as an example, not a minimum ceiling. There is no minimum achievement required in terms of renewable energy.
44	03/02/2015 12:02	10/02/2015 16:11	Document: Tendering Specifications Page: 3 Topic: Volume (indicative) - Seeming typo	Please confirm that the sentence: The total volume of the contract is estimated in § 5.4 and Annex 8. should be read as: The total volume of the contract is estimated in § 5.4 and Annex 11.	10/02/2015 We confirm that the sentence: "The total volume of the contract is estimated in § 5.4 and Annex 8." should be read as: "The total volume of the contract is estimated in § 5.4 and Annex 11."

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#	Submission date	Publication date	Question subject	Question	Answer
45	03/02/2015 12:03	10/02/2015 16:13	Document: Tendering Specifications Page: 14 Topic: Connection between the EUIs datacenter	Please confirm that the sentence: Connectivity between the EUIs datacenter shall be dedicated per institutions (European Commission is one institution among others). The dedicated line is expected to be provided by the contractor. should be read as: Connectivity between the EUIs datacenters and the Private Cloud shall be dedicated per institutions (European Commission is one institution among others). The dedicated line is expected to be provided by the contractor.	10/02/2015 We confirm that the sentence: "Connectivity between the EUIs datacenter shall be dedicated per institutions (European Commission is one institution among others). The dedicated line is expected to be provided by the contractor." should be read as: "Connectivity between the EUIs datacenters and the Private Cloud shall be dedicated per institutions (European Commission is one institution among others). The dedicated line is expected to be provided by the contractor."
46	03/02/2015 12:18	10/02/2015 16:15	Document: 07 - Annex 4.8 - Financial Questionnaire - Lot 1 Sheet: Scenario 3 Topic: Bulk download - using dedicated line	It is requested to quote services of "Bulk download - using dedicated line". Please confirm if the second (redundant) leased line to be delivered to each customer (cf. "Annex 1 - Service Requirements", par. 4.2.4.1) can be used as a temporarily dedicated line for bulk download; otherwise please state which EUI location(s) should be reckoned to quote said services in "Annex 4.8 - Financial Questionnaire - Lot 1 / Scenario 3".	10/02/2015 The bulk download described in Lot 1 / scenario 3 is expected to be performed through the dedicated line set-up between the provider of Lot1 and the corresponding institution datacenter. The price which is to be provided in the scenario for a bulk upload is not the cost of the bandwidth, but the cost of a bulk upload operation itself if the provider charge for such a service.

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#	Submission date	Publication date	Question subject	Question	Answer
47	03/02/2015 13:06	20/02/2015 15:02	Regarding Annex 4.7 (Lot-1), Section 6 – Data Center	There are a number of supplementary questions which introduces confusion as to qualification of suitable HA or DR distance. Item DCE1 (15pts) suggests a distance of sites >200km (revised to >100km). => Please confirm that this is a requirement for suitable DR distance (and not HA)?	20/02/2015 We confirm that item DCE1 suggests a suitable distance of 100km for DR (disaster recovery) via infrastructure dispersion.
48	03/02/2015 13:07	20/02/2015 15:04	Regarding Annex 4.7 (Lot-1), Section 6 – Data Center	There are a number of supplementary questions which introduces confusion as to qualification of suitable HA or DR distance. Item DCE3 (45pts) suggests separate infrastructures located <50km apart. => Does this refer to suitable DR distance using synchronous replication, or is this a HA related requirement, or something else entirely?	20/02/2015 Item DCE3 refers to suitable DR distance using synchronous replication.

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#	Submission date	Publication date	Question subject	Question	Answer
49	03/02/2015 13:07	20/02/2015 15:05	Regarding Annex 4.7 (Lot-1), Section 6 – Data Center	<p>There are a number of supplementary questions which introduces confusion as to qualification of suitable HA or DR distance.</p> <p>Does the EU see no value in the provision of two datacentres located between the 50km and 100km distances (for example 75km apart) – as this would not qualify for either DCE1 or DCE3 requirements?</p>	<p>20/02/2015 Assuming the question is limited to Lot1, proposing two datacenters distant from 75km will provide the following results:</p> <p>1.The offer of the tenderer will not be eliminated since DCE1 and DCE3 are not eliminatory</p> <p>2.The mark of the offer for DCE1 will be 0 (datacenter dispersion not sufficient)</p> <p>3.The mark of the offer for DCE3 will be 0 (datacenter proximity not sufficient)</p>
50	03/02/2015 13:22	20/02/2015 15:07	Lot 1 - question 1	<p>In Lot 1 it is requested to provide dedicated access to the European institutions. As part of the annex 4.8 a list of 5 locations is provided (Luxembourg, Brussels, Paris, Rome and Vilnius).</p> <p>=> Are these locations to be considered the only datacenters for which dedicated connectivity is required?</p>	<p>20/02/2015 See answer 32.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
51	03/02/2015 13:23	20/02/2015 15:08	Lot 1 - question 2	In Lot 1 it is requested to provide dedicated access to the European institutions. As part of the annex 4.8 a list of 5 locations is provided (Luxembourg, Brussels, Paris, Rome and Vilnius). => If these are not the only datacenters for which connectivity is required, can a list of datacenter addresses of the agencies for which dedicated connectivity is required be provided?	20/02/2015 See answer 31. Furthermore updated Annex 11 will bear only countries and cities of data centres of all EUI's participating in this call for tenders. Complete addresses and phone numbers will only be passed on to Framework Contractors.
52	03/02/2015 13:24	20/02/2015 15:09	Lot 1 - question 3	In Lot 1 it is requested to provide dedicated access to the European institutions. As part of the annex 4.8 a list of 5 locations is provided (Luxembourg, Brussels, Paris, Rome and Vilnius). => Could EC please clarify what is meant by "The offer shall cover all countries of European Union" in annex 4.8, "Price List reference" row 18 ?	20/02/2015 See answer 32.

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#	Submission date	Publication date	Question subject	Question	Answer
53	03/02/2015 14:57	20/02/2015 15:11	Financial Questionnaires for all the Lots	For all financial questionnaires: scenario 1 and 2 always asks for computing needs regardless of storage and network needs. However, the price list reference is conceived in a way that instances types, including storage, have to be declared and priced. As such, there will be no direct mapping between the price list reference and the pricing asked in scenario 1 and 2. Can DG DIGIT confirm this?	20/02/2015 Description of instances which are expected to be provided in columns "Instances types" of scenarios 1, 2 and 5 (lot 2 and 3) are references to instances which have to be documented by providers in the price list reference. Therefore there shall be a direct mapping between the price list reference and the instances listed in the scenarios. However considering the pricing model of the provider can take into account various criteria or discounts it is understandable that there is not a direct mapping between the prices of the price list reference and the prices of the scenarios. But it is important that the various discount applied are documented to avoid request of clarification from Commission.

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#	Submission date	Publication date	Question subject	Question	Answer
54	03/02/2015 14:58	20/02/2015 15:12	Financial questionnaires for Lots 1, 2 and 3.	We understand that scenario 1 and 2 of each financial questionnaire cannot contain any costs related to storage, not even storage needed for OS disks. Is our understanding correct?	20/02/2015 It is requested that "instances types" used in scenarios 1,2 and 5 correspond to instances listed in the price list reference. In the price list reference the instances are expected to be fully detailed and the provider is expected to document storage (nature and capacity) that are attached to the instance by default, to host the operating system for instance. The price of the instance is expected to cover these configurations.

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#	Submission date	Publication date	Question subject	Question	Answer
55	03/02/2015 15:00	20/02/2015 15:13	Financial Questionnaire Lot 3	It is requested to provide a list of needed licenses in scenario 2. In the license table "Oracle Weblogic" and "Oracle Database" are already filled in. Are those to be mapped to the instances with tiers respectively "Web" and "Database" from the scenario description? How can be determined which version (e.g. STD or ENT) of a certain product is needed? Do OS licenses have to be calculated also? Can DG DIGIT please elaborate on the pricing of licenses in scenario 2?	<p>20/02/2015</p> <p>In Lot3/Scenario 2, "Oracle WebLogic" and "Oracle Database" are provided as example; the provider shall not feel bounded to these software to provide the scenario. Web tiers shall typically be mapped to Web servers (e.g. Apache, iPlanet), Business tiers to application servers (e.g. Weblogic, Tomcat...) and Database tiers to databases, according of the offer of the provider for Lot 3.</p> <p>Regarding licences, scenario 2 envision two models. In the first model the provider allows the customer to use his own licence. In that case the cost of the licence is not included in the scenario (preferred option by the tender). This is reflected in the formulas of scenario 2 spreadsheet. In the second model the provider does not let the customer use his own licenses. In that case the price of the licence has to be indicated in the scenario and will be part of the price of the offer.</p> <p>Therefore, in case the provider does not allow customers to bring their own licence, the provider will choose the licence of his best interest between STD, ENT or any other version.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
56	03/02/2015 17:43	20/02/2015 15:15	Document: Annex 4.7 - Technical Evaluation Questionnaire Paragraph: 6.2 Topic: Geographic locations of provider's datacentres for high availability and disaster recovery purposes	Criterion DCE1 grants full marks (15 points) to providers proposing "redundant infrastructures (e.g. data centers) a minimum of 200 kilometres apart from one another, that are on different power grids" [the contracting authority afterwards reduced said distance limit to 100 kilometres].//Criterion DCE3 grants full marks (45 points) to providers proposing "separate and distinct infrastructures (e.g. data centers, housing location) per geographical locations listed in criterion DCE1 or at the only location proposed by the provider. These infrastructures must be within 50 kilometres of each other to qualify for this service."//Joint reading of both criteria leads to the conclusion that DCE1 could pinpoint far-off (distance > 100 km) "redundant infrastructures (e.g. data centers)" available for Disaster Recovery purposes, while DCE3 could pinpoint nearby (distance < 50 km) "separate and distinct infrastructures (e.g. data centers, housing location)" available for High Availability (Business Continuity) purposes.//Please confirm that a three-site data centre topology (active/active/standby), with two "nearby" (distance < 50 km) active/active production data centres and one "far-off" (distance > 100 km)	20/02/2015 The Contracting Authority confirms that a three-site data centre topology (active/active/standby), with two "nearby" (distance 100 km) stand-by disaster recovery data centre on a different power grid than the active/active production datacentres can fully meet both DCE1 and DCE3 criteria, granting 60 point in total.

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#	Submission date	Publication date	Question subject	Question	Answer
				and one "far-off" (distance > 100 km) stand-by disaster recovery data centre can fully meet both DCE1 and DCE3 criteria, granting 60 point in total.	
57	03/02/2015 17:56	20/02/2015 15:17	Document: Annex 4.8 - Financial Questionnaire Sheet: Price list reference Topic: Locations of provider's datacentres	With regard to separate question about geographic locations of provider's datacentres for high availability and disaster recovery purposes (DCE1 and DCE3 criteria), please state if provider's "Location 1/Location 2/Location 3" to be filled in cells C8/C9/C10 refer either -- only to data centres described under DCE1 criterion (distance > 100 KM); -- or also to data centres described under DCE3 criterion (distance < 50 KM). //For the sake of clarity, in case a three-site data centre topology (active/active/standby) is deployed, the two active DC's being within 50 KM each other and the stand-by DC being beyond 100 KM from the active DC's, how many locations have to be filled in C8/C9/C10 cells? two (active+stand-by) or three (active+active+stand-by)?	20/02/2015 Locations 1/2/3 of the respective "Price List Reference" of financial scenarios shall list all datacenters of the offer. Providers have to list more locations if they wish to list more than 3 locations in the offer. All datacenters involved shall be listed regardless of their distance. In case of a three-site data centre topology (active/active/standby), three datacenters shall be listed.

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#	Submission date	Publication date	Question subject	Question	Answer
58	03/02/2015 18:00	20/02/2015 15:18	Document: Annex 4.8 - Financial Questionnaire Sheet: Scenario 2 Topic: Locations of provider's datacentres	With regard both to separate question about geographic locations of provider's datacentres for high availability and disaster recovery purposes (DCE1 and DCE3 criteria), and to the statement described in cell B17 of "Scenario 2" sheet: "-- The scenario considers that instances are spread among two locations, and the provider shall not introduce a third one -- In case of only one location of operation, the tenderer must fill-in the questionnaire as if instances of location 1 and 2 were merged in just one location"/> in case a three-site data centre topology (active/active/standby) is deployed, is the requisite "that instances are spread among two locations" met, considering the two active locations only? or the two active locations (which are "within 50 kilometres of each other") are to be considered a single location for the purposes of the sheet "Scenario 2"?	20/02/2015 In Lot1/Scenario 2, in case a three-site data centre topology (active/active/standby) is deployed, the bidder shall consider the two active locations only.

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#	Submission date	Publication date	Question subject	Question	Answer
59	04/02/2015 17:31	20/02/2015 15:20	Network requirements	<p>The Network Requirements NS1 through to NS5 as documented in 06a – Annex 4.7 – Technical Evaluation Questionnaire – Lot 1, are supporting the envisioned use of the Private Cloud as shown in the figure in section 5.2.1.1 of the 01 – Tendering Specifications.docx.</p> <p>For Lot 2 (documented in 09a – Annex 5.7 – Technical Evaluation Questionnaire – Lot 2) & 3 (documented in 12a – Annex 6.7 – Technical Evaluation Questionnaire – Lot 3) the network requirements have been restated in line with the objectives expressed in section 5.2.2.1.1 (Lot 2) and section 5.2.3.2 (Lot 3). We request that requirements NS4 through to NS5 would be changed from 'mandatory' to 'optional' for the following reasons:</p> <ul style="list-style-type: none"> · given that the network requirements expressed in NS1 are not required for Lot 2 & 3, it would be more coherent with both the public cloud vision and offerings, to make NS4 and NS5 optional or not required for Lot 2 & 3 as these requirements are closely related to the NS1 requirements · more cost effective solutions can be offered if the capabilities to support NS4 and NS5 do not have to 	<p>20/02/2015</p> <p>We confirm that services requested in criteria NS4 and NS5 for Lot 2 and Lot 3 are NOT MANDATORY, though answering to the questions and documenting the answer to the criteria is MANDATORY. In other terms:</p> <p>1. Answering No to the questions of this criterion is NOT ELIMINATORY</p> <p>2. NOT ANSWERING to the questions of this criterion is ELIMINATORY</p> <p>3. NOT PROVIDING supporting document(s) or explanation on the answers is ELIMINATORY</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				support NS4 and NS5 do not have to be put in place, using non-IANA IP-ranges for Lot 2 & 3. Can you confirm that the NS4 and NS5 network requirements can be changed to optional for Lot 2 & 3 ? Thank you	
60	05/02/2015 11:44	20/02/2015 15:22	Document: Annex 4.8 - Financial Questionnaire Sheet: Scenario 1 Topic: Discounted Prices	It is explicitly stated that cell range E25:E36 must be filled with "Unit prices (without discount)" for each instance type. Based on previous statement, please confirm that: -- cell range G25:J36 must be filled with "total prices" for each instance type per year 1, 2, 3, 4, such "total prices" meaning to reckon in BOTH: 1) number of VM's for each instance type per year AND 2) discounts applied, if any; -- cell range L25:L36 must be filled with explanatory notes to describe discount rates applied to "unit prices" (in order to justify "total prices" filled in cell range G25:J36 starting from "unit prices" filled in cell range E25:E36).	20/02/2015 We confirm that, per instance: 1.E25:E36 shall contain prices without discount, per unit billing (e.g. per hour) 2.G25:J36 shall contain prices with discounts for one year of operation of the instance 3.L25:N36 shall contain explanations and rational for the discounts applied in G25:J36

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#	Submission date	Publication date	Question subject	Question	Answer
61	05/02/2015 11:56	20/02/2015 15:23	Document: Annex 4.8 - Financial Questionnaire Sheet: Scenario 2 Topic: Discounted Prices	With reference to separate question about discounted prices to be shown in sheet "Scenario 1" of the same Excel workbook, please confirm that in sheet "Scenario 2": -- cell range D75:K98 must be filled with "prices" for each instance type per year 1, 2, 3, 4 and per location, such "prices" meaning to reckon in BOTH: 1) number of VM's for each instance type per year and per location AND 2) discounts applied, if any; -- cell range O25:O98 must be filled with explanatory notes to describe discount rates applied to unit prices shown in sheet "Price List Reference" (in order to justify "prices" filled in cell range D75:K98 starting from unit prices shown in sheet "Price List Reference").	20/02/2015 We confirm that, per instance: 1.D75:K98 shall contain prices for each instance types requested in the scenario per year and per location; prices shall cover the total price of instances of the scenario 2.O25:O98 shall explanations of the discounts proposed, if any, in the prices documented in D75:K98

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#	Submission date	Publication date	Question subject	Question	Answer
62	05/02/2015 18:07	20/02/2015 15:24	Document: Annex 4.8 - Financial Questionnaire - Lot 1 Sheet: Price List Reference Topic: Connectivity charges	<p>It is requested to quote connectivity charges from any locations inside any of 27 countries constituting the European Union towards provider's data centre(s).</p> <p>Being practically impossible to enter into specific international connectivity agreements with the single local "incumbent operator" of every country in scope, it seems due that tenderers will enter into contracts with international operators, which can be expected to offer connectivity services covering all countries in scope, but at cost of lower technical features (connection technologies and bandwidths) and higher costs than services which could be delivered by the "incumbent operator" of each single country.</p> <p>In order to tender the best connectivity services (both from a technical and an economic perspective), could the contracting authority better define the geographical scope of connectivity charges to be proposed in this tender (e.g. pinpointing countries and/or locations where connectivity could most likely be requested), deferring to subsequent agreements the negotiation of connectivity charges for other countries and/or locations?</p>	<p>20/02/2015</p> <p>See answer 31. Furthermore updated Annex 11 will bear only countries and cities of data centres of all EUI's participating in this call for tenders. Complete addresses and phone numbers will only be passed on to Framework Contractors.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
63	06/02/2015 10:37	20/02/2015 15:26	Document: Annex 4.8 - Financial Questionnaire - Lot 1 Sheet: Scenario 3 Topic: Connectivity charges	<p>It is requested to quote connectivity charges from any location inside urban areas of Brussels, Luxembourg, Rome, Paris and Vilnius towards provider's data centre(s), pertaining to significant bandwidths (ranging from 500 Mbps to 10 Gbps).</p> <p>Being said urban areas very large (from 160 sq. kms of Brussels to 2800 sq. kms of Paris), indeterminacy of exact locations to connect could lead the competitors to tender higher costs than the ones which could be defined for specific addresses; this is because setup costs greatly vary depending on existing coverage of fibre optic networks.</p> <p>In order to tender the best prices of connectivity services, could the contracting authority define the specific addresses to connect in urban areas of Brussels, Luxembourg, Rome, Paris and Vilnius with the significant bandwidths requested?</p>	<p>20/02/2015</p> <p>See answer 31. Furthermore updated Annex 11 will bear only countries and cities of data centres of all EUI's participating in this call for tenders. Complete addresses and phone numbers will only be passed on to Framework Contractors.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
64	06/02/2015 10:42	20/02/2015 15:28	Document: Annex 4.8 - Financial Questionnaire Sheet: Scenario 3 Topic: Discounted Prices	It is explicitly stated that cell range D30:D37 must be filled with "Unit prices (without discount)" for each item. Based on previous statement, please confirm that: -- cell range E30:I37 must be filled with "total prices" for each item per year 1, 2, 3, 4, such "total prices" meaning to reckon in discounts applied, if any; -- cell range K30:K37 must be filled with explanatory notes to describe discount rates applied to "unit prices" (in order to justify "total prices" filled in cell range E30:I37 starting from "unit prices" filled in cell range D30:D37).	20/02/2015 Additional information on scenario 3: 1.D30:D37 shall be filled with unit used to describe the service (e.g. price per GB) 2.E30:E37 shall be filled with unit prices without discounts 3.F30:I37 shall be filled with total prices of operation for its respective year of operation 4.K30:M37 shall be filled with discount applied, if any, to F30:I37

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#	Submission date	Publication date	Question subject	Question	Answer
65	06/02/2015 12:14	20/02/2015 15:29	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 13 Topic: NE7 - criterion: Tooling // Seeming typo	<p>Please confirm that the sentence: This criterion evaluates the quality of tooling and/or procedure provided to operate criteria NE1 (VPN Connectivity between Public Cloud and Customer Datacenter), NS4 (Customer-defined hierarchical LAN topology), NS7 (Static IPs), and NE4 (Customer-defined hierarchical LAN topology).</p> <p>// should be read as: This criterion evaluates the quality of tooling and/or procedure provided to operate criteria NS4 (Customer-defined hierarchical LAN topology), NS7 (Static IPs), and NE4 (Customer-defined hierarchical LAN topology).</p>	<p>20/02/2015 We confirm that criterion NE7 of Lot 1 should be read: "This criterion evaluates the quality of tooling and/or procedure provided to operate criteria NS4 (Customer-defined hierarchical LAN topology), NS7 (Static IPs), and NE4 (Customer-defined hierarchical LAN topology)." Criteria NE7 for Lot 2 and Lot 3 remains unchanged.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
66	06/02/2015 12:15	20/02/2015 15:53	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 13 Topic: NE7 - criterion: Tooling // Seeming typo	Please confirm that the sentence: Providers will pay attention to properly reference self-service tools when they are available for NE2 (Customer-defined hierarchical LAN topology) since they will be taken into account in this criterion. // should be read as: Providers will pay attention to properly reference self-service tools when they are available for NS4 (Customer-defined hierarchical LAN topology) since they will be taken into account in this criterion.	20/02/2015 We confirm that for Lot 1, criteria NE7: "Providers will pay attention to properly reference self-service tools when they are available for NE2 (Customer-defined hierarchical LAN topology) since they will be taken into account in this criterion." should be read as: "Providers will pay attention to properly reference self-service tools when they are available for NS4 (Customer-defined hierarchical LAN topology) since they will be taken into account in this criterion." Criteria NE7 for Lot 2 and Lot 3 remains unchanged.
67	06/02/2015 12:16	20/02/2015 15:55	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 23 Topic: CE5 - criterion: Quality of the catalogue of virtual instances // Seeming typo	Please confirm that the sentence: This criterion evaluates the quality of the catalogue. To be evaluated the catalogue shall allow comparing with the following 4 reference configurations, as requested in CS4: // should be read as: This criterion evaluates the quality of the catalogue. To be evaluated the catalogue shall allow comparing with the following 4 reference configurations, as requested in CS6:	20/02/2015 We confirm that for Lot 1, Lot 2 and Lot 3, criterion CE5: "This criterion evaluates the quality of the catalogue. To be evaluated the catalogue shall allow comparing with the following 4 reference configurations, as requested in CS4: " should be read as: "This criterion evaluates the quality of the catalogue. To be evaluated the catalogue shall allow comparing with the following 4 reference configurations, as requested in CS6:"

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#	Submission date	Publication date	Question subject	Question	Answer
68	06/02/2015 12:17	20/02/2015 15:57	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 39 Topic: DCE3 - criterion: Infrastructure proximity (Private Cloud) - Question (1) // Seeming typo	Please confirm that the sentence: As a provider, do you propose at least two separate and distinct infrastructures (e.g. data centers, housing locations) per geographical locations mentioned in DCS1, not distant from more than 50 kilometres? // should be read as: As a provider, do you propose at least two separate and distinct infrastructures (e.g. data centers, housing locations) per geographical locations mentioned in DCE1, not distant from more than 50 kilometres?	20/02/2015 In Lot1, criterion DCE3: "Providers may propose separate and distinct infrastructures (e.g. data centers, housing location) per geographical locations listed in criterion DCE1 or at the only location proposed by the provider." should be read: "Providers may propose separate and distinct infrastructures (e.g. data centers, housing location) per geographical locations or at the only location proposed by the provider."
69	06/02/2015 12:18	20/02/2015 15:59	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 40 Topic: DCE2 - criterion: High availability (HA) and Disaster recovery (DR) and quality // Seeming typo	Please confirm that the sentence: Documentation of the set-up in which RTO and RPO claimed values can be obtained; documentation of the service offering provided in criterion DSC2 will be used // should be read as: Documentation of the set-up in which RTO and RPO claimed values can be obtained; documentation of the service offering provided in criterion DCS2 will be used	20/02/2015 In criterion DCE2 for Lot 1: " DSC2 requires that providers document their offering in terms [...] documentation of the service offering provided in criterion DSC2 will be used" should be read as: " DCS2 requires that providers document their offering in terms [...] documentation of the service offering provided in criterion DCS2 will be used".

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#	Submission date	Publication date	Question subject	Question	Answer
70	06/02/2015 14:40	20/02/2015 16:01	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 12 Topic: NE4 - criterion: Customer-defined hierarchical LAN topology // Seeming typo	Please confirm that the sentence: Providers will pay attention that documentation provided will be taken in into account for evaluation of criterion NE4 (Tooling) // should be read as: Providers will pay attention that documentation provided will be taken in into account for evaluation of criterion NE7 (Tooling)	20/02/2015 We confirm that the sentence: "Providers will pay attention that documentation provided will be taken in into account for evaluation of criterion NE4 (Tooling)" should be read as: "Providers will pay attention that documentation provided will be taken in into account for evaluation of criterion NE7 (Tooling)".
71	06/02/2015 14:44	20/02/2015 16:02	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 53 Topic: SE2 - criterion: WAN traffic (encryption method)	Related service is described as follows: "Providers may encrypt all WAN traffic between their cloud datacentres if several datacentres are proposed; regardless of what is used for inter datacentre connectivity." // Please confirm that the clause "regardless of what is used for inter datacentre connectivity" is pertaining to local connectivity inside of provider's data centres.	20/02/2015 In Lot 1, criterion SE2: "regardless of what is used for inter datacentre connectivity" should be read: "regardless of the technology(ies) used for connectivity between datacentres of the offer".

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#	Submission date	Publication date	Question subject	Question	Answer
72	06/02/2015 14:54	20/02/2015 16:04	Annex 4.8 – Financial Questionnaire	Can you please provide the exact street address for the datacentres specified in “Annex 4.8 – Financial Questionnaire – Lot1 FQ1.SC3.2 Scenario description”?	<p>20/02/2015</p> <p>The bidders shall consider as datacenter addresses for financial scenario of Lot 1, Lot 2 and Lot 3 the following locations provided in updated Annex 11 (version where datacenter locations had been added):</p> <ol style="list-style-type: none"> 1.Luxembourg: European Commission and ESMA in Luxembourg 2.Brussels: European Parliament, Site 1 in Brussels 3.Paris: The European GNSS Supervisory Authority, Site 2 4.Rome: replaced by Köln, Germany: European Aviation Safety Agency, current site 5.Vilnius: replaced by Prague, Czech Republic: The European GNSS Supervisory Authority, Site 1 <p>Updated financial scenario for Lot 1, Lot 2 and Lot 3 are provided accordingly.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
73	06/02/2015 16:13	20/02/2015 16:05	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 81 Topic: SLE8 - criterion: Service health and Service Levels history - Extended period // Seeming typo	Please confirm that the sentence: "SLS9 enforce that providers offer a dashboard or snapshot of service health and standard Service Levels status for customers to view at any time." // should be read "SLS10 enforce that providers offer a dashboard or snapshot of service health and standard Service Levels status for customers to view at any time."	20/02/2015 In Lot 1, Lot 2 and Lot 3, criterion SLE8: "SLS9 enforce that providers offer a dashboard or snapshot of service health and standard Service Levels status for customers to view at any time. Providers which will propose a period going beyond the 60 days imposed in SLS9 will be evaluated positively." should be read "SLS10 enforce that providers offer a dashboard or snapshot of service health and standard Service Levels status for customers to view at any time. Providers which will propose a period going beyond the 60 days imposed in SLS10 will be evaluated positively." And "(note) Documentation already provided for SLS9" should be read "(note) Documentation already provided for SLS10".
74	06/02/2015 16:14	20/02/2015 16:06	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 85 Topic: SLE13 - criterion: Automatic Service Levels notification	Please clarify from which date the 20-day notification period (to get all points provided for this criterion) starts from.	20/02/2015 The 20-day notification period starts from the day the provider standard Service Level misses or is outside of variance.

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#	Submission date	Publication date	Question subject	Question	Answer
75	09/02/2015 16:55	20/02/2015 16:07	Request for proposal submission extension until 30-Apr-15	Following further in-depth analysis of the CFT requirements, we reached the conclusion that the development of a quality proposal for DG DIGIT requires more time than granted so far. We hereby request a proposal submission extension until 30-Apr-15. Thank you in advance for your understanding.	20/02/2015 Deadline date for submission of offers remains 1st April 2015.
76	09/02/2015 17:30	20/02/2015 16:09	Question on Pricing section for lots 1, 2 and 3 : annexes 4.8, 5.8, 6.8	On LOT 1 (Scenarios 1 and 2) and LOTS 2/3 (Scenarios 1,2 and 5), EC refers for Instance types to price list reference sect. 2.3.2, but there is no section 2.3.2 in the "Price List Reference" worksheet. Can EC please clarify ?	20/02/2015 In Lot1, scenarios 1 and 2, references to "section 2.3.2'", should be read as "section FQ1.PL.3.2". In Lot2, scenarios 1,2 and 5, references to "section 2.3.2'", should be read as "section FQ2.PL.3.2". In Lot3, scenarios 1,2 and 5, references to "section 2.3.2'", should be read as "section FQ3.PL.3.2".
77	10/02/2015 17:06	20/02/2015 16:11	Definition of roles	How do we need to see operators (provided connections) role? Are they subcontractor or just supplier roles?	20/02/2015 see answer 40

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#	Submission date	Publication date	Question subject	Question	Answer
78	10/02/2015 21:30	03/03/2015 18:21	Audits and Investigations	Question: In the document titled '01 - Tendering Specifications', subsection 5.2.4.3. Audits and Investigations states that 'third-party auditors may audit providers' premises....' Please confirm that these audits are limited to those internationally recognized third party auditors such as ISO 27001 that have previously accredited the provider's offering. If the third party auditor is selected by the Commission, this term adds a requirement that subjects cloud providers with large infrastructure footprints and formalized audit procedures to an undefined discriminatory requirement and we formally object.	03/03/2015 See answer 41.

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#	Submission date	Publication date	Question subject	Question	Answer
79	10/02/2015 21:38	03/03/2015 18:22	New Services	Objection: In Document 01 - Tendering Specifications, section 6.4.2.2.3. Award Criteria for Contractors for Competition Re-opening, the language states that, 'an offer not proposing a service listed in the technical annex will not be retained.' Will the EC consider a process to accept new services from cloud providers as they are released? One of the great strengths of cloud computing is rapid access to new and innovative services as they are released. Forcing EC institutions to wait 2 years or more for access to a new service could be a hindrance and largely negates one of the key reasons to move to the cloud.	03/03/2015 As such the call does not forbid providers to offer new services but disqualifies providers not offering the scope of services expected by the call, as it is stated in the mentioned paragraph. Moreover EU institutions are investigating options to adapt current procuring rules to optimise benefits of using Cloud paradigms, adaptations which may be used in next iterations of the Framework contract.
80	10/02/2015 21:41	03/03/2015 18:23	Brokers	Question: In the document titled 02 - Annex 1 - Service Requirements, Section 2.1 Cloud services actors, the tender describes two types of actors – 'consumers' and 'brokers'. Can you explain how a 'broker' is different from the 'Cloud service provider' mentioned at the beginning of this section?	03/03/2015 A Broker is able to select for the Consumers which Cloud service provider is going to be used. Typically EU Institutions intends to act as brokers for their internal consumers. A Cloud service provider can itself be a Broker, but a Broker is not necessarily a Cloud service provider.

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#	Submission date	Publication date	Question subject	Question	Answer
81	10/02/2015 21:43	03/03/2015 18:26	Auditing	Objection: Document 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, section GS1 and Document 12 - Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, section GS1 asks whether the CSP will, "commit to allow <ORGANIZATION> to perform audit and investigations?" Many providers of public cloud services have hundreds of thousands of customers and cannot accommodate customer-specific audit approaches and onsite audit needs. Instead, we ask that this language be modified so that it asks whether the cloud provider has third party auditor accreditations that would satisfy any <ORGANIZATION> audit requirements.	03/03/2015 See answer 41.

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#	Submission date	Publication date	Question subject	Question	Answer
82	10/02/2015 21:45	03/03/2015 18:27	Technical Documentation	Objection: In the document titled 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, requirement GS3 and document 12 -Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, GS3 states that, "providers are expected to provide a Technical Reference Documentation in an electronic format in their offer, documentation which shall contain all supporting documents requested in the answers to Technical Evaluation Questionnaires. This documentation must be in an electronic searchable format as a whole (e.g. HTML with images, DOCX, ODT, FODT, PDF...). PDF files bigger than 7MB will not be accepted." Due to the depth & breadth of some cloud providers' offerings as well as the constantly innovating nature of public cloud services, we request that the Commission accept technical documentation that is available and searchable on the vendor's website. Requesting that a provider of cloud services deliver all of its technical documentation in separate files in this response for all of its services is administratively difficult and reduces functionality to use the documentation. Please confirm that online documentation will meet this requirement for an electronically	03/03/2015 Tenderers are expected to provide a copy of the relevant documentation on an unmodifiable (static) media in accordance with the instructions of Section 2.3. of Annex 3. Documentation provided by a tenderer should be frozen at one point of time to allow a fair comparison of the offers. To facilitate the evaluation by the members of the Evaluation Committee such documentation must also be limited. Therefore answering technical questions by simple references to the vendor's online documentation is not permitted.

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#	Submission date	Publication date	Question subject	Question	Answer
				requirement for an electronically searchable format.	
83	10/02/2015 21:49	03/03/2015 18:28	Disclosure	<p>Objection: In the document titled 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, Section GS4 and document 12 - Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, GS4, it states that, "providers are requested not to disclose any data or information ..., with the sole exception of relevant formal requests submitted by EU judicial authorities for the purpose of criminal investigations. If disclosure is imposed by any other authority providers shall inform the EUI concerned before providing the requested information." Due to the international nature of cloud service providers and the ability of users to select locations around the world we request that this language be modified to include the ability to comply with a legally valid and binding order, such as a subpoena or a court order, or as is otherwise required by applicable law outside of the EU. Additionally, this should include a provision to notify customers where practicable before disclosing their content so they can seek protection from disclosure, unless the CSP is legally prevented from doing so.</p>	<p>03/03/2015 Provisions on disclosure cannot be modified. However, the exception for disclosure is meant to cover also the request made by other judicial bodies (even outside the EU) provided that the EUIs are duly informed in due time before disclosure takes place.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
84	10/02/2015 21:51	03/03/2015 18:29	Connectivity Requirements	<p>Objection: Document 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, requirement NS2 and document 12 - Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, NS2 refers to Annex 1 – Service Requirements. Specifically in Sub section 4.2.4. Connectivity, 4.2.4.1. Leased lines it states that, “the Cloud provider must be connected with the customer with redundant lines (2 lines). Both lines must have the following characteristics:</p> <ul style="list-style-type: none"> o Customer interface: 1000Base-SX or 10GBase-SR Ethernet o Support 802.1Q encapsulated frames o Support for jumbo frames of at least 4000 bytes. <p>Furthermore the tender goes on to say, “[...] It shall be possible to aggregate lines in that circumstances using 802.1ad frame”. The 1000Base-SX or 10GBase-SR Ethernet is suitable for short distance communication. Can this list be expanded to include 1000Base-LX and 10GBase – LR as an alternate connectivity standard? Furthermore, instead of proscribing detailed connection requirements, we recommend allowing cloud service providers to offer their own direct line approaches and Commission end users can assess</p>	<p>03/03/2015</p> <p>For Lot 2, requirement NS2 and Lot 3, requirement NS2 stating initially: “Providers shall propose a permanent connectivity solution to customers (VPN connectivity or dedicated line). If dedicated connectivity is chosen if should follow requirements expressed in Annex 1 - "Service Requirements" – section 4 – "PRIVATE CUSTOMER CONNECTIVITY".”</p> <p>should be read:</p> <p>“Providers shall propose a permanent connectivity solution to customers (VPN connectivity or dedicated line).”</p> <p>AND</p> <p>“(to be valid, provider answering "Yes" to this criterion shall answer positively to criteria NE1 or NE2)”</p> <p>should be read:</p> <p>“(to be valid, provider answering "Yes" to this criterion shall answer positively to criteria NE1 or NE3)”.</p> <p>I.e. the requirement to follow connectivity requirement expressed in Annex 1 - "Service Requirements" – section 4 – "PRIVATE CUSTOMER CONNECTIVITY" is removed.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				Commission end users can assess whether their offered approaches meet particular requirements as part of their evaluation. Please remove the detailed leased line requirements in Annex 1.	
85	10/02/2015 21:52	03/03/2015 18:33	Connectivity Requirements	Objection: For the document titled 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, requirement NS2, and 12 - Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, NS2 we have two objections: 1) Instead of mandating that the CSP provide the, "private WAN connectivity from carrier or colocation", would the European Commission please consider an approach where the individual institution is responsible to engage with 3rd party connectivity providers to procure the actual link?; 2) Document Annex 1, par. 4.2.1. States "traffic between subnets attached to different routing domains must be impossible locally". Instead of making it the responsibility of the CSP to make this 'impossible', it is requested that the Commission broaden the approach so that individual customers can use CSP tools and best practices to make it 'impossible'.	03/03/2015 Following answer 84, the requirement to follow connectivity requirement expressed in Annex 1 - "Service Requirements" – section 4 – "PRIVATE CUSTOMER CONNECTIVITY" is removed for Lot 2 and Lot 3. Therefore the provider is no longer bounded to requirements and can propose its own paradigms which will be evaluated in criteria NE3.

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#	Submission date	Publication date	Question subject	Question	Answer
86	10/02/2015 21:53	03/03/2015 18:35	Encryption	Objection: 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, requirement NE9 and document 12 - Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, NE9 states that, "providers may encrypt all LAN traffic between compute instances within the datacenters." It goes on to say, "do you commit to encrypt all LAN traffic between instances within your datacenters?" Infrastructure and platform cloud providers offer to end users the best practices and tools to encrypt their data, however, it is the responsibility of the end user to make sure its data and workloads are encrypted to their needs. Can the Commission rephrase this question so it asks whether the cloud provider offers encryption capabilities and to explain the details of those capabilities?	03/03/2015 In this criterion the contracting authority express the need that the Cloud service provider ensures encryption of the traffic between its datacenters without customers have to take any action. However providers will take note that this criterion is not eliminatory.

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#	Submission date	Publication date	Question subject	Question	Answer
87	10/02/2015 21:56	03/03/2015 18:37	Distance Requirements	<p>Objection: Document 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, requirements DCS1 and 2 and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, DCS1 and 2, states that, "providers must have at least two infrastructures (e.g. data centers) a minimum of 200 100 kilometres apart from one another. These infrastructures must be on different power grids. Providers must list geographical location of these infrastructures at the time of the offer." A 100 Km distance limitation makes the assumption that physical distance alone guarantees resilience and availability. This is not the case as multiple factors have to be considered, such as, Political Stability, Flood Planes, Threat Analysis, Supply Chain, and Backup Power Supply. We object to this mandatory requirement. The Commission is encouraged to look at high availability by considering multiple redundant locations, each with segregated threat risk analysis such as those listed. Combined, this would provide a far greater definition of availability than relying on distance alone.</p>	<p>03/03/2015 The contracting authority acknowledges the suggestion but keeps the current approach for this call for tender.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
88	10/02/2015 21:57	03/03/2015 18:38	API Endpoints	<p>Objection: Document 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, requirement SE12 and document 12 - Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, SE12 states that, "Providers must offer API endpoints (that is, customer access points) that are secured with TLS 1.0 or later versions. Older versions of the SSL protocol (such as SSLv2 and SSLv3) must not be used or shall be deactivated for customer's endpoints. Customer endpoints shall be configured to use only strong ciphers with cryptographic parameters (including, but not limited to, key sizes) of the nature and quality required to provide effective security strength equal to or greater than 128-bit." The premise of Lot 2 in Doc 01 – Tendering Specification page, defines the Infrastructure as being multi-tenanted. By definition a multi-tenanted Infrastructure needs to be backwards compatible for the multiple tenants. As such, this requirement would exclude any established cloud provider that has customers that still need encryption protocols that predate TLS. We object to this requirement and we suggest that the EC allow backward compatible industry standards and</p>	<p>03/03/2015</p> <p>Customers of criterion SE12 should be understood as customers of the future Framework contract, not all customers of the Cloud service provider.</p> <p>The contracting authority does not forbid providers to offer non secure protocols to other tenants for any reason of its concern. But the contracting authority requires that the provider provides the ability to customers of the future Framework Contract (so EU institutions customers) to disable the mentioned obsolete version of protocols on the instances or network elements they would use.</p> <p>EU institutions will not accept that usage of unsecure protocols is imposed to them though they can be perceived as industry standard.</p>

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				compatible industry standards and apply their specific security requirements to their environment.	
89	10/02/2015 21:58	03/03/2015 18:39	Free Tier	Question: In document 09 - Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, requirement SLE12 and document 12 - Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, SLE12 discusses a free tier. May a free tier with limited services and credits prior to registration be suitable for this requirement?	03/03/2015 A free tier with limited services and credits prior to registration is suitable for this requirement.

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#	Submission date	Publication date	Question subject	Question	Answer
90	10/02/2015 21:59	03/03/2015 18:41	Pricing	Question: The document titled Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts section 1.3.1, states: 'In general, the Contractor agrees to let the Commission, as a most favoured partner, benefit from its most advantageous prices.' Could you confirm how this will apply in relation to this tender? As drafted, the provision does not take into account the fact that the required service would not be provided on the Contractor's standard terms and therefore the Contractor's 'most advantageous prices' would likely be inappropriate for the provision of these services. Would the contractor's standard terms and 'most advantageous prices' be acceptable?	03/03/2015 The contracting authority expects the most advantageous prices for the provision of the services described in the tender. If the services deviates from the contractor's standard terms it is expected that the most advantageous prices or conditions applicable for such ad hoc situations are also – to the possible extent-applicable to the participating EUIs even if the benchmark is not exactly the same. Please note that, under the contract, it is possible for the Commission to conduct benchmarking in order to make sure that the prices paid are aligned to market conditions for similar type of services.
91	10/02/2015 22:00	03/03/2015 18:42	Pricing	Question: In the document titled Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, section 1.3.4, could you please confirm for the purposes of this tender and on the basis of the usage based pricing model proposal for Lots 2 and 3 which of the pro-forma Specific Contracts in Annex 13.10 will be applicable?	03/03/2015 The Contracting Authority will choose among the three Specific Contracts (whose templates are included in Annex 13.10 of the Tendering Specifications) the one best suited to fulfil its needs in accordance i.a. with Section III.7 "Specific provisions relating to all informatics services".

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#	Submission date	Publication date	Question subject	Question	Answer
92	10/02/2015 22:01	03/03/2015 18:44	Pricing	<p>Question: In Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts 1.4 Official price lists, we note that under these provisions the Commission can accept Official price lists, which the Contractor is obliged to make available on the day it is made available to any other customers, at which point the new prices in the Official price list will be immediately applicable. These provisions do not take into account the fact that the required service would not be provided using the Contractor's standard terms, and that a usage based pricing model is proposed for Lots 2 and 3. Could you confirm how such provisions will apply to these usage-based services?</p>	<p>03/03/2015</p> <p>Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). .Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services. Therefore, the use of official price lists as described in Article 1.4 is not intended to be directly applicable under the contract. The official price lists will be those proposed by the tenderer in the financial model.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
93	10/02/2015 22:02	03/03/2015 18:45	Certificate of Conformity	Question: In Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, Section 1.5.1 Particularities for Invoicing of Information Technologies Contracts, in regards to the following provision: 'An invoice should be submitted not later than six (6) months after delivery of the Consignment note, or, where applicable, the Certificate of Conformity.' For the purpose of cloud services, where no products are being provided, we would not expect any Consignment notes or Certificates of Conformity to be applicable. Please confirm that this provision will not apply to provisioned cloud services.	03/03/2015 Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). .Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services. Therefore, the use of consignment notes or Certificates of Conformity are not applicable under the contract.

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#	Submission date	Publication date	Question subject	Question	Answer
94	10/02/2015 22:03	03/03/2015 18:48	Invoicing	<p>Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, section 1.5.4 (Services) Particularities for Invoicing of Information Technologies Contracts, it is not clear how the following provision would apply to cloud services: 'when the invoice relates to an amount of less than €25,000 payment shall be made when the service has been fully provided'. Please confirm that this provision will not apply to this tender and consider whether the Commission would be amenable to the Contractor invoicing monthly in arrears?</p>	<p>03/03/2015</p> <p>Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). .Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services.. Please note that the above provision III.1.5.4 will be modified (via Special Condition) in the final version of the contract to align it with the wording proposed in the Specific Contracts. Instead of 'when the invoice relates to an amount of less than €25,000 payment shall be made when the service has been fully provided', it should read "'when the specific contract relates to an amount of less than €25,000 payment shall be made when the service has been fully provided'.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
95	10/02/2015 22:05	03/03/2015 18:49	Intellectual Property	<p>Question: Annexes 13.1 and 13.2 Framework Contract Parts I & II, II - General Conditions, Article II.17 - Ownership of the Results – Could the European Commission please confirm how the provisions on ownership of results and intellectual property will apply in a cloud environment? In a cloud model the Contractor provides an infrastructure which is proprietary in all respects to the Contractor and the Commission will use that infrastructure to host applications, input data and produce results. The definition of 'results' means any intended outcome of the performance of the Contract which is delivered and finally accepted by the Commission. There are no results produced by the Contractor other than the provision of infrastructure; however, if 'results' applies to output from the Commission's use of the infrastructure it is inappropriate that the Contractor must warrant that they are free from encumbrances. The concept of granting to the Union a worldwide licence to use the pre-existing rights owned by the Contractor which is irrevocable and lasts beyond the length of the Framework contract for the whole duration of such intellectual property rights protection is also inappropriate in the context of a cloud service.</p>	<p>03/03/2015</p> <p>Please note that a large number of provisions under part II and III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). Part II (General Conditions) and Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services... Insofar that there will be no "results" deriving from the performance of the contract, the clause mentioned would not be applicable. Only in cases where "results" may exist (e.g. studies, consultancy, etc) the clause could be enforced.</p>

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				in the context of a cloud service. Please confirm that this clause is not applicable to this tender.	
96	10/02/2015 22:06	03/03/2015 18:51	Software	Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, 2.3.1 Specific Intellectual property rights, we understand that no software is to be used in the provisioning of the cloud services. Therefore, could you please confirm that the provisions in paragraph 2.3 which relate to Software do not apply to this tender?	03/03/2015 Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services. Art. III.2.3.1 of the FWC may apply i.a. when EU institution provide licences operated by cloud providers, for instance for managed services (Lot 2, Lot 3) or in any other similar circumstances which may arise during the lifetime of the FWC.

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#	Submission date	Publication date	Question subject	Question	Answer
97	10/02/2015 22:06	03/03/2015 18:53	Intellectual Property	Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, 2.3.2 Specific Intellectual property rights, could you please confirm how these provisions restricting the Contractor's ability to protect results or rights obtained in the performance of the Framework contract apply in the context of cloud services? Alternately, could you confirm that this clause is not applicable to a cloud procurement?	03/03/2015 see answer 96.
98	10/02/2015 22:07	03/03/2015 18:54	Provisions	Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, subsections 2.3.3, 2.3.3, 2.3.4, 2.3.5, 2.3.6 and 2.3.7 Specific Intellectual property rights, we understand that no products or any other deliverables will be provided as part of the cloud services. Therefore please could you confirm that these provisions, including the guarantees provided by the Contractor and the provisions relating to disputes, do not apply to this tender?	03/03/2015 see answer 96.

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#	Submission date	Publication date	Question subject	Question	Answer
99	10/02/2015 22:08	03/03/2015 18:55	Co-Operation	Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, 2.4.1 Co-operation, this provision relates to co-operating with other suppliers to make the products work with those of other suppliers. Since no products will be provided as part of the cloud services, please confirm that this provision will not apply.	03/03/2015 Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services. Art. III.2.4.1 of the FWC does not seem to be applicable to cloud services

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#	Submission date	Publication date	Question subject	Question	Answer
100	10/02/2015 22:09	03/03/2015 18:56	Documentation	Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, 2.8 Documentation, this provision relates to the Contractor providing its documentation and updates as soon as they become available to its customers. Since no deliverables will be provided as part of the cloud services, please confirm that this provision will not apply.	03/03/2015 Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services Art. III.2.8 of the FWC may only apply where "Documentation" (defined in Art. III.1.1) is concerned.

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#	Submission date	Publication date	Question subject	Question	Answer
10 1	10/02/2015 22:09	04/03/2015 09:09	Central Service Desk	Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, Annex I, Central Service Desk Action Procedure, it is not clear how the provisions of Annex I regarding the Commission's Central Service Desk will operate in a cloud services environment. Please briefly explain how the Commission's Central Service Desk will work or, alternatively, please confirm that Annex I will not apply to this tender.	04/03/2015 Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services. The provision dealing with the central service desk does not apply to cloud services.
10 2	10/02/2015 22:10	04/03/2015 16:53	Response Time	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, I - Special Conditions, Article I.4.2 – Implementation of the Contract, the Contractor is given only 1 working day to respond to orders and to enter into Specific Contracts. Given the global presence of many CSPs and potential time zone differences, would the Commission be amenable to extending the duration to a more reasonable 7 working days?	04/03/2015 Operational needs demand quick answers from the Contractor. The contracting authority amends Special Conditions, Article I.4.2 – Implementation of the Contract and gives five (5) working days to respond to a request for services. An amended Annex 13.1 (Part I Special Conditions of the Draft Framework Contract will be accordingly uploaded in eTendering.

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#	Submission date	Publication date	Question subject	Question	Answer
103	10/02/2015 22:11	04/03/2015 17:00	Payment Periods	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, I - Special Conditions, Article I.5 - Payment Periods, this provision states that 'Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted'. It is not clear how this will apply to the provision of continuous cloud services, particularly if they are billed in arrears for services previously consumed by the EC. Please could you confirm how this will apply or, alternatively, that it will not apply to this tender?	04/03/2015 Payments and invoicing are explained i.a. by Art. I.5, II.5 and III.1.5 of the Framework Contract. Art. I.5 of the Framework Contract remains unchanged.
104	10/02/2015 22:13	04/03/2015 17:01	Invoicing and Payments	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, II - General Conditions, Article II.5.2 - Invoicing and Payments, this provision refers to payment being subject to approval of progress reports. It is not anticipated that any such progress reports will apply in the provision of cloud services and payment should otherwise be predicated upon receipt of the CSP services provided. Therefore, please confirm that Article II.5.2 will not apply to this tender.	04/03/2015 Art. II.5.2 of the FWC may only apply in cases where progress reports are explicitly foreseen at the level of the Specific Contract. Therefore, they are not a priori intended to be used for the provision of cloud services.

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#	Submission date	Publication date	Question subject	Question	Answer
105	10/02/2015 22:14	04/03/2015 17:03	Products	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, I - Special Conditions, Article I.11 - Specific Derogations to III General Terms and Conditions for Information Technologies Contracts (replacing Article 2.2.6 of the Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts), this provision relates to the products being supplied and that they will not contain any mechanism (e.g. viruses) which could compromise their availability, integrity, or confidentiality or that of other products. Since products are not being provided, please confirm that this provision will not apply to this tender.	04/03/2015 Please note that this provision applies only to contractors working the Commission premises.

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#	Submission date	Publication date	Question subject	Question	Answer
106	10/02/2015 22:14	04/03/2015 17:04	Logs	Question: Annex 2 - Security Framework, section 2. Security Objectives (SO-27 Cloud monitoring and log access) states that cloud providers are to provide customers with access to relevant transaction and performance logs so customers can investigate issues or incidents when needed. Can you please further describe the extent of access required?	04/03/2015 In essence the objective refers to all information necessary to make an efficient enquiry of the incidents which are under customer's responsibility. It is at least expected that developers or operators of EUIs information system gets access to information useful to investigate incidents such as middleware consoles and logs, operating systems logs, system performance or load balancing monitors etc... specifically in the scope of managed services where these accesses are not necessarily granted by providers. Not getting an efficient access to such information would be a security issue as such. The security objective does not cover access to operations which is under the provider's responsibility such as logs of their virtual infrastructure.
107	10/02/2015 22:15	04/03/2015 17:05	Products	Question: Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, 2.1.6 Quality and standards refers to products whose quality has proved substandard. Since products will not be provided as part of the cloud services, please confirm that this provision will not apply.	04/03/2015 Art. III.2.1.6 of the FWC is an example of a provision that, by its general nature, can be applied to cloud services. It may apply i.a. where overall quality of the services is substandard.

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#	Submission date	Publication date	Question subject	Question	Answer
108	10/02/2015 22:16	04/03/2015 17:06	General Terms & Conditions	Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, section 3, 4, 5, 6, 8 and 10, please confirm that these provisions relating to Hardware, Software and Documentation do not apply to this tender; or if any do apply, please specify?	04/03/2015 Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). .Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services. The sections mentioned are not intended to deal with the provision of cloud services and therefore those sections are not in principle generally applicable.

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#	Submission date	Publication date	Question subject	Question	Answer
109	10/02/2015 22:16	04/03/2015 17:08	General Terms & Conditions	Question: Per General Terms and Conditions for Information Technologies Controls, 7. Specific Provisions relating to All Informatics Services, please confirm that these provisions do not apply to Lot 2 Public Cloud IaaS Services and Lot 3 Public Cloud PaaS Services given that the provisions address Products and professional services.	04/03/2015 Please note that a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). .Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services.
110	10/02/2015 22:17	04/03/2015 17:09	Contracts	Question: Per Annex 13.3 FWC Part III. General Terms and Conditions for Information Technologies Contracts, 1.7.6 Applicability of the Framework contract to several European Union Institutions, Bodies and Agencies, please confirm that the Contractor will be liable in respect of any Specific Contract only to the Institution which enters into the Specific Contract.	04/03/2015 Such provision is applicable to the performance of the framework contract and imposes that the contractor remains bound to his obligations vis-à-vis the institutions, bodies and agencies for which the contractor delivers cloud services. The liability in the context of a Specific Contract is in principle limited to the institution concerned.

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#	Submission date	Publication date	Question subject	Question	Answer
11 1	10/02/2015 22:18	04/03/2015 17:11	Liability	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, II - General Conditions, Article II.2.2 – Liability, please confirm that the Contractor will only be liable in respect of any Specific Contract up to a maximum of three times the value of such Specific Contract.	04/03/2015 See answer 36.
11 2	10/02/2015 22:18	04/03/2015 17:13	Insurance	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, II - General Conditions, Article II.2.5 – Liability/Insurance, please confirm the limits of insurance which the Contractor is required as a minimum to take out and whether the Commission will accept global insurance coverage taken out by parent corporations.	04/03/2015 The limits of insurance required from the Contractor is specified in Art. II.2.2. Coverage must come from any insurance company independent from the Tenderer. If the parent corporations provide such guarantees to the tenderer itself, the Commission could accept such commitment provided that letters of undertaking are provided by the parent companies indicating how risks and damages are covered.

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#	Submission date	Publication date	Question subject	Question	Answer
113	10/02/2015 22:20	04/03/2015 17:14	Assignment	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, II - General Conditions, Article II.11 – Assignment, it is usual to allow the Contractor the right to freely assign: (a) in connection with a merger, acquisition, or sale of all or substantially all of its assets; (b) or to any of its affiliates/ related corporations or as a part of a corporate reorganization. Is the Commission amenable to carving this out as an exception to Article II.11?	04/03/2015 Part II. General Conditions of the Framework Contracts (FWC) applies when contractual provisions are applicable. Art. II.11 of the FWC remains unchanged.

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#	Submission date	Publication date	Question subject	Question	Answer
114	10/02/2015 22:27	04/03/2015 17:16	Termination	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, II - General Conditions, Article II.12 – Termination, the Contractor is provided merely with the opportunity to submit his observations prior to the exercise of the Commission's right of termination on grounds of termination (c), (d), (h) and (k). It would be reasonable and is standard industry practice to permit the Contractor the opportunity to cure the default or provide the necessary assurances prior to the exercise of the Commission's right of termination on grounds of termination (b), (c), (d), (e), (f), (g), (h), (i) and (j). Is the Commission amenable to updating this Article to align with standard industry practice?	04/03/2015 Part II. General Conditions of the Framework Contracts (FWC) applies when contractual provisions are applicable. Art. II.12 of the FWC remains unchanged.

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#	Submission date	Publication date	Question subject	Question	Answer
11 5	10/02/2015 22:28	04/03/2015 17:17	Termination	Question: Per Annexes 13.1 and 13.2 Framework Contract Parts I & II, II - General Conditions, Article II.12 – Termination, the rights of termination for cause is reserved unilaterally to the Commission. It is standard industry practice to allow the Contractor the right to terminate the Contract/ Specific Contracts for material breach or prolonged non-payment (without valid cause) by the Commission or the Institution entering into the Specific Contract. Is the Commission amenable to amending this Article to align with standard industry practice?	04/03/2015 : Part II. General Conditions of the Framework Contracts (FWC) applies by when contractual provisions are applicable. Art. I.9 of the FWC (“Termination by either contracting party”) is applicable if necessary. Art. II.12 of the FWC remains unchanged.
11 6	10/02/2015 22:29	04/03/2015 17:18	Subcontracting	Question: Per Annexes 5 and 6 Questionnaires Guidebook for Tenders, Tender Form Subcontracting, 6.2 – Subcontracting, please confirm that sub-contractors do not include providers of hardware, system services and telecommunications to the Contractor which are not specific to the Framework Contract e.g. hardware supplies, hardware maintenance providers, or internet service providers.	04/03/2015 Contractors and subcontractors may buy services or products from any company not connected to the Framework Contract and creating no additional level of subcontracting. As far as services of public cloud providers are concerned, please refer to answer 40.

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#	Submission date	Publication date	Question subject	Question	Answer
117	10/02/2015 22:30	04/03/2015 17:20	Submission of Offers	Question: Per Tendering Specifications, Section 1-Summary, Submission of offers, because cloud service providers offer highly integrated infrastructure and platform-related services, it may be challenging to split these cloud service offerings cleanly into Lots 2 and 3 (i.e. there may be services which could be categorized as both IaaS and PaaS or a service in one lot that relies on or is otherwise dependent upon a service in the other lot). We respectfully suggest that providers be able to propose the same services in both lots to ensure ease of access and usage by end customers. Can the Commission provide guidance as to how the Contractor should respond in its separate proposals for Lots 2 and 3?	04/03/2015 Annex 3 – "Instructions to the tenderers for the completion of Questionnaires", page 2 states: "Therefore the answer shall be composed of the 1) Technical Evaluation questionnaire and the 2) Reference Technical Documentation. If a bidder participates to several lots, the bidder is allowed to provide only one single reference documentation for all his participations, though needs to duly mention it in the answer." Tenderers are invited to answer fully questionnaires for Lot 2 and Lot 3 (Annexes 5.7 and 6.7) but to provide one single reference documentation, referenced in the questionnaires.

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#	Submission date	Publication date	Question subject	Question	Answer
118	11/02/2015 09:37	11/03/2015 10:31	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 CE2 - criterion: Self-service provisioning capacity	<p>On question CE2 for Lot 1: "What is your pre-provisioning capacity for the whole service (all tenants included, beyond customers of the present framework contract)?"</p> <p>Lot 1 is an IaaS offer with dedicated physical resources (compute, memory, networking, (object-)storage, ...). There are no other tenants on the infrastructure. Do you require the free capacity that is normally reserved on the infrastructure for growth?</p>	<p>11/03/2015</p> <p>In criterion CE2 for Lot 1, the question related to the criterion: "What is your pre-provisioning capacity for the whole service (all tenants included, beyond customers of the present framework contract)?" should be read as: "What is your pre-provisioning capacity for the whole service?", which is the free capacity that is normally reserved on the infrastructure for growth.</p>
119	11/02/2015 18:12	11/03/2015 10:32	Document library : in parallel of PDF version, can we get the Zipped bundle of related files ?	<p>Could EC release the updated bundle of separate files in parallel of the PDF released by Jan 23rd (V4), so that we are sure we use each latest version of each related file ? Thank you.</p>	<p>11/03/2015</p> <p>The version 4 of the bundle of separate files ("Complete tendering specifications-electronic version") has been released on 23/01/2015 (see "Replacement Date" column) in parallel of the pdf file ("Updated Complete Tendering Specifications-numbered version-v4).</p>
120	11/02/2015 18:13	11/03/2015 10:33	2.4. Co-operation – Page 697 / weblink failure	<p>Could EC update the weblink, as we cannot access to the content for the time being ? Thank you.</p>	<p>11/03/2015</p> <p>Art. III.2.4.1 of the Framework Contract, where the broken weblink was spotted, is irrelevant for the present call for tenders.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
12 1	12/02/2015 17:15	11/03/2015 10:34	Clarification question concerning Annex 4.8 and Annex 5.8: Worksheet scenario 3.	Could the EUI specify what has been meant by Pricing per unit, section FQ1.SC3.3 (annex 4.8) & FQ2.SC3.3(annex 5.8). Would it be possible to specify the "UNIT" definition in more detail ? Volume based pricing and a flat fee pricing have a totally different behaviour.	11/03/2015 In sections FQ1.SC3.3 (annex 4.8) & FQ2.SC3.3(annex 5.8), UNIT refers to the unit used by the provider to price the service The unit could be GB, MB, "line" in case of flat fee, or any unit that the provider choose. Unit, Unit prices and discounts shall in any case be consistent with the information provided in the "Price List Reference". Moreover the contracting authority decides to remove columns "Year1", " Year2", "Year3", " Year4" from all financial scenarios in all financial questionnaires and requires only a yearly price (i.e. a "Year" column). Modified financial questionnaires will be provided as soon as possible.
12 2	12/02/2015 17:16	11/03/2015 10:36	Clarification question concerning Annex 4.8 and Annex 5.8: Worksheet scenario 3	Could the EUI please clarify the units/quantities required for each of the Price Year 1, Price Year 2... columns. If these are only to be calculated as the full bandwidth requirement (eg 10Gb for Luxembourg), then will there be no evaluation of the unit pricing (which could offer more cost effective pricing for <10Gb in this example)?	11/03/2015 In Annex 4.8 and Annex 5.8, Worksheet scenario 3, providers have to assume that the mentioned bandwidth is fully used in this scenario, with the modalities of deployment, usage and decommissioning mentioned in the scenarios. See previous question.

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#	Submission date	Publication date	Question subject	Question	Answer
123	12/02/2015 17:17	11/03/2015 10:37	Typo question	Can the EUI please confirm that, throughout the RFP, wherever reference to network bandwidth is used that the initials GB refers to Gigabits (and not GigaBytes as is the inference). In addition wherever reference to storage capacity is used, that the initials Gb refers to Gigabytes (and not Gigabits as is the inference)?	11/03/2015 Throughout the present call for tenders: "Gb" stands for Gigabits, "Tb" stands for Terabits, "GB" stands for Gigabytes, "TB" stands for Terabytes, "Gbps" stands for Gigabits per seconds, "Mbps" stands for Megabits per seconds. These measures are used for network or storage. The contracting authority considers that 1 TB = 1024 GB, 1GB = 1024 MB, 1 Tb = 1024 Gb, 1 Gb = 1024 Mb.
124	12/02/2015 18:36	11/03/2015 10:38	4.2.4.1 in Annex 1, Service Requirements	From the quote in Annex: "For capacity reasons, it shall be possible to add additional lines. It shall be possible to aggregate lines in that circumstances using 802.1ad frame", Is this statement correct? Should it not be 802.3ad (link aggregation control protocol LACP) instead of 802.1ad (QinQ)? Thanks.	11/03/2015 In 4.2.4.1 in Annex 1, Service Requirements, 802.1ad should be read 802.3ad.

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#	Submission date	Publication date	Question subject	Question	Answer
125	13/02/2015 09:49	11/03/2015 10:39	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 - Chapter 4	What does file/block mean? Does it mean file AND block? Or does it mean file OR block?	11/03/2015 In the tender, "file/block" refers to at least block storage service that can be used also to store files, so for instance being used as virtual file-systems. This minimum service is expected for Tier 1/2/3 introduced in SBS3. Tenders can introduce other tiers of storage, eventually limited to file service only that will be taken into account in criterion SBE1 (for instance Tier 4).
126	13/02/2015 09:50	11/03/2015 10:41	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 - Chapter 4	What needs to be supported for file: CIFS and/or NFS?	11/03/2015 See answer 125. The call for tenders does not introduce a specific requirement, tenders can propose either CIFS and/or NFS, or nothing. Completeness of the offer will be however be taken into account in criterion SBE1, a ready-to-use file service valuing a tender compared to a tender not proposing any file service.
127	13/02/2015 09:51	11/03/2015 10:42	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 - Chapter 4	If block is required: do you use small block latency IO's?	11/03/2015 The call for tenders does not introduce any requirement on small block latency IO's. Providers are invited to document their capabilities in the reference documentation requested, which will be evaluated in criterion SBE1.

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#	Submission date	Publication date	Question subject	Question	Answer
128	13/02/2015 09:52	11/03/2015 10:44	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 - Chapter 8 - Requirement SE9	What is meant with "locales" here? Does it mean data centres, buildings? Or does it have to do with moving data out of the Cloud?	<p>11/03/2015</p> <p>In this criterion EU institution intends to mitigate the possibility that a provider adds a physical operational location (i.e. a datacenter or a set of datacenter) in a country not documented in the initial offer and arbitrary move data from the location documented in the initial offer to this new location.</p> <p>In this context the contracting authority removes the requirement that providers have to give to customers the ability to physically move data between locales, either through service interfaces or through management consoles.</p> <p>In all lots, criterion SE9, and in Annex 1, tenders shall:</p> <p>1.Disregard the following requested service aspect:", and the service allows customers to physically move data between locales, either through service interfaces or through management consoles."</p> <p>2.Do not answer the question: "Do you commit that your cloud service is designed in such a way that the service allows customers to physically move data between locales, either through service interfaces or through management consoles?"</p> <p>Please note that a consolidated and updated version of the tendering specifications will be made in the next</p>

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#	Submission date	Publication date	Question subject	Question	Answer
					specifications will be made in the next series.
129	13/02/2015 09:52	11/03/2015 10:46	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 - Chapter 8 - Requirement SE5	In the 'Related Services' part of the requirement two options are stated: Immediate and Eventual. In the 'Questions' part of the requirement not the same options are stated: Immediate and In some cases no eradication. 'Eventual' and 'In some cases no eradication' are not the same. Can you please clarify?	11/03/2015 In all lots, criterion SE5, the list of choices possible for tenders are: 1.Immediate eradication is always performed - grant 100% of points of the criterion 2.Immediate eradication is generally performed but eventual overwrite is performed in some cases - grant 40% of points of the criterion 3.In some cases, no eradication is performed - choice is ELIMINATORY And not: 1.Immediate eradication is always performed - grant 100% of points of the criterion 2.In some cases, no eradication is performed - choice is ELIMINATORY

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#	Submission date	Publication date	Question subject	Question	Answer
130	13/02/2015 09:53	11/03/2015 10:47	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 - Requirement SES26	For which API's is this required?	11/03/2015 The criterion applies to all API calls protected by the use of API keys (provisioning, storage, administration, etc.). However the contracting authority removes the fact that the requirement is mandatory, for all lots: 1.Providers should disregard the sentence "Providers will pay attention that some answers can be ELIMINATORY in this criterion." In the field "Addition information to answer questions" 2.In choices, instead of: "Customers are not allowed to define their own API keys - choice is ELIMINATORY", providers should read: "Customers are not allowed to define their own API keys - grant 0% of points of the criterion"
131	13/02/2015 09:54	11/03/2015 10:49	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 - Requirement MDE13	What is meant by 'vCloud API'?	11/03/2015 In the tender, vCloud APIs stands for VMware vCloud APIs

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#	Submission date	Publication date	Question subject	Question	Answer
13 2	13/02/2015 16:45	11/03/2015 10:51	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1	<p>"SOE6: The provider may offer a service by which users can encrypt the data prior to transport and then decrypt it upon arrival. This encryption service shall be a provider service offering and not left to the customer."</p> <p>Is it a correct interpretation that data should be encrypted on i.e. the user workstation, transmitted over the network, and decrypted on the target before being written to storage and that the data should reside unencrypted on this storage platform? Or is it sufficient that more common encryption methods like encrypting the data over a secure communication protocol can be used? (i.e. TLS/SSL) Please elaborate on the exact requested functionality.</p>	<p>11/03/2015</p> <p>In all lots, for criteria SOE6, the service requested aims at guaranteeing that:</p> <ol style="list-style-type: none"> 1.Data are encrypted during the transfer. 2.Data are received and exploited by a specific operator at the customer's side, and no other person (i.e. that a bulk export of sensitive data is not let unprotected on the customer side). <p>Therefore the first scenarios exposed in the question (workstation based) answers positively to the criterion. The second scenario also satisfies the criterion (encrypting the data over a secure communication protocol) if the bulk import is triggered by the customer (e.g through a portal) and not the provider (e.g. put on a FTP folder, even if the transfer is secured). Another scenario which answers positively to the criterion, entirely service-based, consists in encrypting the data to export/import and providing it to customers or accepting it as provider on a physical device such as a DVD.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
13 3	13/02/2015 16:52	11/03/2015 10:52	Lot 1: Object Storage.	Lot1: Object Storage. Is a dedicated object storage solution for Lot 1 required or can an a shared/public model be employed for this service?	11/03/2015 Lot 1 infrastructure shall be entirely dedicated to EU institutions. Therefore a public model cannot be used. A shared model between all institutions is possible but shall be limited to EU institutions.
13 4	16/02/2015 11:58	11/03/2015 10:55	Judicial authorities	For GS4, can the Commission provide a clearer definition of "EU judicial authorities"? Is this a reference to any judicial authority located in an EU country?	11/03/2015 By "EU judicial authorities" reference is made to any judicial authority of any Member State of the European Union or to the Court of Justice of the European Union.

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#	Submission date	Publication date	Question subject	Question	Answer
13 5	16/02/2015 12:03	11/03/2015 10:56	Audits	<p>Further to the Commission's confirmation that the evidence provided by third-party auditors may be deemed satisfactory by bodies mentioned in criterion GS1, can the Commission confirm that the aforementioned bodies will first engage with the supplier to resolve their queries with the information and resources the supplier generally makes available to customers (including such 3rd party reports)? Only in the event the information is insufficient to address their stated objectives would a direct examination of the services be necessary? Can the Commission also confirm that such examination will be limited in scope to the services provided under this RFP and must be on reasonable notice and on reasonable grounds?</p> <p>Many thanks</p>	<p>11/03/2015</p> <p>In the vast majority of cases, the EU organisation will be satisfied with Third Party certification, or Third Party auditing on specific cases. In some rare circumstances, EU organisations might need to participate in these audits directly. The need for keeping security of the Cloud provider infrastructure is also acknowledged. Therefore before proceeding to direct interventions, all channels of obtaining the necessary information and assurance will be sought in collaboration with the Cloud Provider, and/or Third Party auditors. Should the EU organisation decide to participate in an audit directly, it is understood that this would need to be done on good grounds and with enough advance notice. Audits must also be performed in due respect to the Cloud provider security rules, but these should not be used to prevent this right to audit.</p> <p>In this context, EU organisations cannot be compared to other organisations. The good standing of the Cloud provider with regards to EU policies is also beneficial for the Cloud provider and the Cloud industry in general.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
136	17/02/2015 14:33	11/03/2015 11:01	Additional information regarding your answer to the question 43 (Q&A).	The question EES1 is the only one question of the group of criteria G1.5. As indicated in the tendering specifications, a minimum threshold of 50% per group of criteria is mandatory. So could you confirm that having a score of less than 50% to the question EES1 will be eliminatory? Best regards	11/03/2015 See answer 43. Furthermore, in Tendering Specifications, "minimum points to obtain" for criterion "Environment soundness" in Technical evaluation (G1.5 in § 6.3.1.1, G2.5 in § 6.3.2.1 and G3.5 in § 6.3.3.1) should be read as "0" (zero) instead of 50, 50 and 40 respectively. Therefore, no minimum number of points is necessary for this criterion category. An updated version of the Tendering Specifications is to be uploaded in eTendering.
137	17/02/2015 18:51	11/03/2015 11:05	Clarification question concerning Annex 4.8 and Annex 5.8: Worksheet scenario 3.	1. Could the EUI specify what has been meant by Pricing per unit, section FQ1.SC3.3 (annex 4.8) & FQ2.SC3.3(annex 5.8). Would it be possible to specify the "UNIT" definition in more detail. Volume based pricing and a flat fee pricing have a totally different behaviour. 2. Could the EUI please clarify the units/quantities required for each of the Price Year 1, Price Year 2... columns. If these are only to be calculated as the full bandwidth requirement (eg 10Gb for Luxembourg), then will there be no evaluation of the unit pricing (which could offer more cost effective pricing for <10Gb in this example)?	11/03/2015 See answers 121 and 122.

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#	Submission date	Publication date	Question subject	Question	Answer
138	17/02/2015 18:52	11/03/2015 11:07	Typo question	Can the EUI please confirm that, throughout the RFP, wherever reference to network bandwidth is used that the initials GB refers to Gigabits (and not GigaBytes as is the inference). In addition wherever reference to storage capacity is used, that the initials Gb refers to Gigabytes (and not Gigabits as is the inference)?	11/03/2015 See answer 123.
139	17/02/2015 18:56	11/03/2015 11:09	Clarification on requirement SE5 in Lot-1	The text explains that either 'Immediate eradication' or 'Eventual overwrite' are possible answers, however the choice of answers is only 'Immediate eradication' or 'In some cases, no eradication'... How can we select 'Eventual overwrite' ?? We also note that the second option is an Eliminary choice. Thanks for clarifying	11/03/2015 See answer 129.
140	17/02/2015 18:59	11/03/2015 11:11	Tendering Specifications - section 3.8 : Evaluation	In the following formula $(P_{min}/P_{tender}) \cdot 40\% + (Q_{tender}/Q_{max}) \cdot 60\%$, are the P_{min} and P_{tender} criteria the right way round? Or should it be P_{tender} divided by P_{min} ?	11/03/2015 This formula is designed so as to get the best Quality/Price ratio and is therefore correct.

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#	Submission date	Publication date	Question subject	Question	Answer
14 1	17/02/2015 19:00	11/03/2015 11:13	Annex 1 - Service Requirements - section 6 (Service Level Requirements)	Reference is made to exceptions listed in "sections 4 and 5", please confirm this should actually refer to the exceptions listed in section 7.2	11/03/2015 Exceptions listed in section 7.2 correspond to services listed in sections 4 and 5 of Annex I. Making reference to either section is equivalent as far as exceptions are concerned.
14 2	17/02/2015 19:02	11/03/2015 11:27	Annex 9 - Lot 2 Service Level Agreement Template, section 7.5; Annex 10 - Lot 3 Service Level Agreement Template, section 7.5; Annex 13, Articles III.1.3 and III.1.4 of the General Terms & Conditions for IT Contracts	Section 7.5 of both Annex 9 and 10 for Lot 2 and 3 respectively addresses Price List and Quoting Tool updates, this requirement is not included in Annex 8 for Lot 1. Please therefore confirm that the Most favoured partner clause (Article III.1.3) and the Official price lists clause (Article III.1.4) only apply for Lots 2 and 3 and not for Lot 1 as Lot 1 will be a bespoke Private Cloud Service and does not have a published price list.	11/03/2015 See answer 92.
14 3	17/02/2015 19:02	11/03/2015 11:29	Section 5.3 of Annex 4, Annex 5 and Annex 6 respectively; Section 10.2.1 of Annex 12	Section 5.3 of Annexes 4, 5 and 6 require statements of turnover for the past 2 years; section 10.2.1 of Annex 12 requires a statement of turnover for the past 3 years. Please clarify which is correct	11/03/2015 Statements of turnover for the past two (2) years as required by section 5.3 of Annexes 4, 5 and 6 are fine.

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#	Submission date	Publication date	Question subject	Question	Answer
14 4	17/02/2015 19:03	11/03/2015 11:35	Annex 13, Special Conditions, Article I.5	Please clarify the statement that requests for payment "may not be made if payments for previous orders or Specific Contracts have not been executed as a result of default or negligence on the part of the Contractor" - does this mean that if the Commission claims a default against the Contractor on any order or Specific Contract then the Contractor will not be allowed to invoice for any other Services provided on other orders or Specific Contracts?	11/03/2015 Payments and invoicing are explained i.a. by Art. I.5, II.5 and III.1.5 of the Framework Contract. Art. I.5 of the Framework Contract remains unchanged. The Article gives a prerogative to Commission that may be used in duly justified cases.
14 5	17/02/2015 19:03	11/03/2015 11:36	Annex 13, Special Conditions, Article I.5.1	Invoices for Lot 1 are to be accompanied with Service Review Meeting minutes - will there be a single monthly Service Review Meeting with all EU Institutions who have placed a Specific Contract, or individual meetings with each institution? Will we have to submit separate invoices to every EU institution or a single invoice covering all institutions?	11/03/2015 It is foreseen that reviews are consolidated among institutions willing to have a common monitoring; however there will potentially be individual meetings with institutions at their specific request and if they are a significant customers of the contract in terms of volume. Separate invoices shall be sent to each institution which have placed a specific contract.

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#	Submission date	Publication date	Question subject	Question	Answer
14 6	17/02/2015 19:04	11/03/2015 11:38	Annex 13, Special Conditions, Article I.5.1	For Lot 1 – the EC has 90 days to approve or reject the Service Review Meeting minutes and to pay “the balance”, Contractor has 15 days in which to submit additional information or a new “final progress report” - It is not clear what is meant by “the balance” and “final progress report” as this is an ongoing Service, not a project with interim payments, please clarify.	11/03/2015 In Art. I.5.1 (“Interim Payment and payment of the balance”) of the Framework Contract (FWC) when there is no interim payment, the balance should be replaced by the total cost. Furthermore, “new final progress report” should be read as “new final Service Review Meetings minutes”.
14 7	17/02/2015 19:04	16/03/2015 09:41	Annex 13, Special Conditions, Article I.5.1; Annex 13, General Terms & Conditions for IT Contracts, Article III.1.5	For Lot 1, the EC has 90 days to approve or reject the Service Review Meeting minutes and to pay. Article III.1.5 says invoices for continuous Services are to be submitted at the end of a calendar quarter - we interpret this to mean that an invoice would not be payable until 180 days (6 months) after the start of the applicable quarter in which the Service is provided - is this the Commission's intention?	16/03/2015 A cloud service cannot be paid to the contractor before the service has been provided and invoices for continuous Services are to be submitted at the end of a calendar quarter to avoid unnecessary administrative burden. However, the Commission agrees for lot 1 to lessen to 30 days where it previously had 90 days to approve or reject the Service Review Meetings minutes and to pay the balance. An amended Annex 13.1 (Part I Special Conditions of the Draft Framework Contract is accordingly uploaded in eTendering.

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#	Submission date	Publication date	Question subject	Question	Answer
14 8	17/02/2015 19:05	16/03/2015 09:44	Annex 13, Special Conditions, Article III.2.10	The Benchmarking provisions do not state any periodicity or applicability to each Lot. For Lot 1 it would not be reasonable to conduct a Benchmark before the end of the first year of Service. For Lots 2 and 3 the successful Framework Contractors are required to re-compete against each other for work packages so Benchmarking would not be appropriate. Please update the Benchmarking Article to say that Benchmarking only applies to Lot 1 and will occur no more than once each calendar year and not earlier than at the beginning of the second year.	16/03/2015 Benchmarking provisions may apply to all three lots. The Contracting Authority accepts however to limit conducting benchmarking on a Specific Contract to no more than once per contractual year and not earlier than at the beginning of the second contractual year of the concerned Specific Contract.
14 9	18/02/2015 10:51	16/03/2015 09:46	Dedicated lines SLA between contrator datacenters and EUI datacenters	Is the contractor will be responsible for ensuring the operational maintenance of the dedicated lines between contrator's datacenter and EUI datacenters?	16/03/2015 For all lots, as soon as a service for dedicated line is proposed, the contractor shall be responsible for ensuring the operational maintenance of the dedicated lines between contractor's datacenter and EUI datacenters. If the contractor sub-contracts this service, he will retain full liability towards the Contracting Authority for performance of the contract as a whole as stated in Art. 4.5 of the tendering specifications.

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#	Submission date	Publication date	Question subject	Question	Answer
150	18/02/2015 11:11	16/03/2015 09:47	Annex 6.7 - Technical Evaluation Questionnaire - Lot 3. "SPE2 - criterion: Web front-ends" and "SPE3 - criterion: Oracle WebLogic"	SPE 2 contains the Y/N question "Do you provide a managed service for Oracle WebLogic?" Do we only have to submit the service catalogue for Oracle Weblogic in response to SPE3, or also under SPE2?	16/03/2015 Tenderers shall disregard and not answer to the question "Do you provide a managed service for Oracle WebLogic?" in criterion SPE2 (Web front-ends) of Lot 3.
151	19/02/2015 03:28	16/03/2015 09:49	Checking Compliance	Objection: In the document titled Annex 1 - Service Requirements, S022 – Checking Compliance, the Tender requests "Cloud provider establishes and maintains a policy for checking compliance to policies and legal requirements." We object to this question due to the broad meaning of 'compliance to policies and legal requirements.' As this requirement is linked with 'EAL-1 Binding by Contractual Documents', could the EC be more specific on which policies and legal requirements are referenced and the ownership?	16/03/2015 Policies and legal requirements applicable to each provider must be determined on a case-by-case basis by each provider, depending on the legal environments in which they operate. Evidently, the European Commission cannot elaborate on specifics that would be relevant to each potential tenderer.

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#	Submission date	Publication date	Question subject	Question	Answer
15 2	19/02/2015 03:29	16/03/2015 09:51	Tech Eval SBE7	<p>Objection: In document 12 – Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, SBE7, the EC asks for the ability to simultaneously mount a file/block storage volume on multiple instances. However, mounting a block device on two or more different instances is not a recommended best practice due to write consistency issues; therefore, we object to this requirement. Instead of a yes/no response, we ask the EC to permit CSPs to describe their own architecture and best practices to deploy shared storage systems.</p>	<p>16/03/2015 In criterion SBE7 of Lot 3, in all documents, and specifically in annex 6.7: In "Related service" section, tenderers shall read: "Providers may propose to customers the ability to simultaneously share a file/block storage volume on multiple instances. It shall be possible to share instances in read-only or read-write modes. It is accepted that this possibility is not opened for all type of services." 16/03/2015 In "Addition information to answer questions" section, tenderers shall read: "All points will be granted to providers allowing to share file/block volumes in multiple instances of application servers proposed by the provider (e.g. mounting volumes)." In "Questions" section: Instead of "Can customers simultaneously mount a file/block storage volume on multiple instances?" tenderers shall read: "Can customers simultaneously share a file/block storage volume on multiple instances?" It is expected that tenderers document in the supporting documents of the reference documentation provided in the offer the sharing possibilities claimed by the provider. Mounting is one of the possible technical answer to the</p>

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#	Submission date	Publication date	Question subject	Question	Answer
					possible technical answer to the criterion.
15 3	19/02/2015 03:29	16/03/2015 09:58	Web Front Ends	Question: In document 12 – Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, SPE2, the EC asks for managed services for web front ends (e.g. Apache, iPlanet...), however the subsequent questions are around Oracle Weblogic. Please confirm this is a typo and the context is web front ends.	16/03/2015 See answer 150.
15 4	19/02/2015 03:30	16/03/2015 09:59	MySQL Performance	Objection: In document 12 – Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, SPE9, the EC asks for autoscaling capabilities on MySQL RDBMS. However, MySQL performance can be increased by adding additional nodes “read replicas.” Instead of prescribing this approach, would the EC please consider allowing CSPs to provide their own solution for High Availability and performance on MySQL?	16/03/2015 The contracting authority will take into account proposals made by CSPs in their service documentation, such as the proposal made in the questions. To evaluate criteria such as SPE9 the contracting authority will not narrow its evaluation to the questions of the criteria but also will take into account the mandatory documentation requested in the criterion. This is applicable to all criteria of this tender.

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#	Submission date	Publication date	Question subject	Question	Answer
15 5	19/02/2015 03:31	16/03/2015 10:02	Encryption	<p>Objection: In documents 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2 and 12 – Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirements SE2, SE3 and SE4 cover WAN Traffic Encryption. Infrastructure and platform cloud providers offer end users the best practices and tools to encrypt their data; however, it is the responsibility of the end user to make sure its data and workloads are encrypted to their needs. Can the EC rephrase this question so it asks whether the CSP offers encryption capabilities and to explain the details of those capabilities?</p>	<p>16/03/2015</p> <p>The contracting authority was requiring through this criterion CSPs to encrypt communication between their datacenters without requiring customers to take any action. However the contracting authority accepts to relax this requirement for Lot 2 and Lot3.</p> <p>In Lot2 and Lot3 technical questionnaires: SE2/SE3/SE4 will respectively become SE2p/SE3p/SE4p. In SE3p/SE4p, in "related service", instead of: "Providers shall encrypt all WAN traffic" tenderers must read: "Providers may encrypt all WAN traffic".</p> <p>In SE2p, the following choice is added to the list of questions: "No encryption is performed at the WLAN traffic level (although other encryption capabilities at other levels, to be described by tenderers, may be provided) – grant 0% of points of the criterion".</p> <p>In SE3p, the following choice is added to the list of questions: "No WLAN traffic level encryption is performed – grant 0% of points of the criterion".</p> <p>In SE3p, instead of: "All encryption methods used provide effective security strength lower than 128-bit, or no encryption is performed – choice is ELIMINATORY" tenderers must read: "All encryption methods</p>

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#	Submission date	Publication date	Question subject	Question	Answer
					<p>must read: "All encryption methods used provide effective security strength lower than 128-bit - grant 0% of points of the criterion".</p> <p>In SE4p, instead of: "No encryption is performed – choice is ELIMINATORY" tenderers must read: "WLAN traffic level encryption is not performed - grant 0% of points of the criterion".</p> <p>Tenderers shall disregard in SE3p/SE4p the comment "Providers will pay attention that some answers can be ELIMINATORY in this criterion."</p> <p>Updated technical questionnaires will be delivered as soon as possible.</p>
156	19/02/2015 03:32	16/03/2015 10:03	Log Management	<p>Objection: In documents 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2 and 12 – Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirements MDS8, MDS9 and MDS10 all contain a requirement that the CSP "commit to destroy these logs after at most a year." We object to this requirement. Instead of requiring this mandate, would the EC allow vendors to provide their own approaches to managing logs and let individual EC institutions evaluate that approach as they select IaaS and/or PaaS offerings from the framework?</p>	<p>16/03/2015</p> <p>For Lot 2 and Lot 3, criteria MDS8, MDS9 and MDS10, question: "Do you commit to destroy these logs after at most a year?" is replaced by: "Do you commit to document in the offer your policy towards logs disposal?"</p>

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#	Submission date	Publication date	Question subject	Question	Answer
157	19/02/2015 03:33	16/03/2015 10:04	SLAs	Objection: In documents 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2 and 12 – Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirement SLS2, the RFP provides several options as to how CSPs can provide SLAs. We object to the end customer mandating unique SLAs. Instead, could the EC change the requirement so it allows CSPs to provide their own SLAs, and when institutions make a purchase they can assess individually whether the SLAs are acceptable to their needs?	16/03/2015 The approach will not be modified for this tender. The contracting authority considers that the requested SLAs is a bare minimum to ensure a proper comparison of the offers before signature of the framework contract. The contracting authority reminds that tenderers can refer to their own SLAs to answer to the criteria.
158	19/02/2015 03:33	16/03/2015 10:05	Tech Eval CS6	Objection: In the documents titled 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2 and 12 – Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirements CS6, the tender asks providers to document the comparison to physical processor / clock speed corresponding to vCPU. Due to the underlying hypervisor technology and the availability of different platforms and offers, please allow CSPs to describe their own approach to this issue.	16/03/2015 The contracting authority does not put any limitation on the method or approach used by the CSPs to provide comparison to physical processors, but comparison should be provided to properly compare offers through criterion CE5. Providers are free to explain their approach to this problem in the scope of CE5; the approach will be taken into account in the evaluation of criterion CE5.

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#	Submission date	Publication date	Question subject	Question	Answer
159	19/02/2015 03:34	16/03/2015 10:06	Physical Distance Requirement	Objection: Document 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, DCE2, states that, “Providers may propose separate and distinct infrastructures (e.g. data centers, housing location) per geographical locations listed in criterion DCS1 and that are within 50 kilometres of each other.” A 50 km distance limitation makes the assumption that physical distance alone guarantees resilience and availability. This may not always be the case, as multiple factors have to be considered, such as: Political Stability, Flood Planes, Threat Analysis, Supply Chain, and Backup Power Supply. We object to this mandatory requirement. The EC is encouraged to look at high availability by considering multiple redundant locations, each with segregated threat risk analysis such as Political Stability, Flood Planes, Threat Analysis, Supply Chain and Backup Power Supply. Combined, this would provide a far greater definition of availability than relying on distance alone.	16/03/2015 The contracting authority acknowledges the suggestion but keep the current approach for the present tender.

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#	Submission date	Publication date	Question subject	Question	Answer
160	19/02/2015 03:34	16/03/2015 10:07	Metadata Tags	<p>Objection: Document 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, MDS4 states that, “Providers must offer customers the self-service ability to group or tag all of their assets. The provider must support the ability to attach at least three custom metadata tags or group memberships per asset with no limit on total number of metadata tags or groups per specific contracts. All custom metadata tags must be searchable and filterable within both the service interfaces and the management console.” Specifically, the EC is asking for no limits on total number of metadata tags or groups per specific contracts. We object to this requirement due to practical limitations to using metatags that apply and, as such, we ask the EC to delete or change this requirement.</p>	<p>16/03/2015</p> <p>In MDS4, for all lots, all documentation: instead of: "The provider must support the ability to attach at least three custom metadata tags or group memberships per asset with no limit on total number of metadata tags or groups per specific contracts." providers should read: "The provider must support the ability to attach at least three custom metadata tags or group memberships per asset."</p> <p>In questions of criterion MDS4, providers shall not answer to the question: "Do you commit that there is no limit on total number of metadata tags or groups per specific contracts?"</p>

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#	Submission date	Publication date	Question subject	Question	Answer
16 1	19/02/2015 03:35	16/03/2015 10:09	Downtime	<p>Objection: Document 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirements SLS11 and SLS12 ask CSPs to provide for a downtime calculation and no maintenance downtime SLA. Since downtime and in general HA may be achieved with a well-architected design and other services provided by the CSP, please allow CSPs to describe their own approach and not be required to provide a downtime calculation.</p>	<p>16/03/2015</p> <p>Downtime computation shall be understood as the metric which allows to compute SLAs requested in SLS2, and the contracting authority considers that no valid SLA under SLS2 can be provided without a proper method to compute downtime calculation, asked to provider through downtime calculation policy. However the contracting authority accepts to remove planned events against downtime calculation SLA: in criterion SLS12, for all lots, all documentation: instead of: "This means that any scheduled, announced, planned, unplanned or malicious events all count against documented SLAs." providers should read: "This means that any unplanned or malicious events all count against documented SLAs. This means that scheduled, announced, planned maintenance does not count against documented SLAs."</p> <p>In questions relative to SLS12: instead of: "Do you commit that downtime calculation count all non customer-initiated downtime events as outages, no matter how the downtime (scheduled, announced, planned, unplanned or malicious events included)?" providers shall read: "Do you commit that downtime calculation count non customer-</p>

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					calculation count non customer-initiated downtime events as outages such as unplanned or malicious events?"
16 2	19/02/2015 03:36	16/03/2015 10:10	Tech Eval SLE9	Objection: Document 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirement SLE9 states that, "Providers must guarantee to provision instances in less than 60 minutes in any circumstances except circumstances of "Force Majeure." True CSPs in most cases can meet this requirement. However, certain rare circumstances—for example, a new instance offering or a request for a very large number of certain instances—may require additional time beyond 60 minutes to provide. Instead of a blanket requirement for all instances being available in this timeframe, could the EC requirement be rephrased to allow some flexibility for special circumstances?	16/03/2015 For criterion SLE9, in all lots, all documents: instead of: "Providers must guarantee to provision instances in less than 60 minutes in any circumstances except circumstances of "Force Majeure"." providers shall read: "Providers must guarantee to provision instances in less than 60 minutes in any circumstances except circumstances of "Force Majeure" or very unusual circumstances such as high provisioning workloads."

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#	Submission date	Publication date	Question subject	Question	Answer
163	19/02/2015 03:37	16/03/2015 10:11	Provisioning	Question: Document 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirement SLE9 states that, “Providers must guarantee to provision instances in less than 60 minutes in any circumstances except circumstances of “Force Majeure.” Could the EC provide a definition of ‘provision’?	16/03/2015 The contracting authority defines as "provisioning" the action of providing a new computing instance by the CSP to the customer. Provisioning starts from the request made by the customer in the tooling provided by the CSP to the moment the instance is usable by the customer.
164	19/02/2015 03:37	16/03/2015 10:12	Capacity	Objection: Document 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirement SBS1, the tender requirements requests that, “Providers shall propose a service for provisioning of file/block storage volumes..... The overall capacity of the storage service per contract is supposed to be unlimited.” No CSP can ever truly “commit that the overall capacity per contract is unlimited”, therefore we object to the phrasing of this requirement. We respectfully request that the requirement be rephrased to reflect a “nearly unlimited” capacity.	16/03/2015 The contracting authority does not expect CSPs to provide an unlimited physical capacity but expresses that no limit shall be put in the contract to customers. Providers can refer to the indicative volumes advertised to define an order of magnitude of the global capacity of the contract and shall refrain from participating if they expect an issue dealing with the exposed capacity.

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#	Submission date	Publication date	Question subject	Question	Answer
16 5	19/02/2015 03:38	16/03/2015 10:13	APIs	<p>Objection: Document 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2, and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirement SLS6, the tender states that, "In the event of an API retirement, upgrade or substantial change, providers must guarantee at least one year of parallel support for both the old and new APIs."</p> <p>Because CSPs are innovating and iterating on their services at a rapid pace, it is nearly impossible to commit to keep every older version of all APIs operating after upgrade or substantial change, therefore we object to this requirement. Each CSP may have a different or unique means to address API retirement, upgrade, or change that the CSP believes is best suited to their unique business case. Accordingly, we recommend that the EC permit each CSP to offer their own approach to addressing changed or obsolete APIs.</p>	<p>16/03/2015</p> <p>For criterion SLS6, all lots, all documentation: instead of: " In the event of an API retirement, upgrade or substantial change, providers must guarantee at least one year of parallel support for both the old and new APIs." providers should read: "Providers must document their API management policy in the event of an API retirement, upgrade or substantial change (e.g. availability of APIs in parallel, notifications, etc...)"</p> <p>In questions of the criterion, instead of: "In the event of an API retirement, upgrade or substantial change, providers must, do you commit to guarantee at least one year of parallel support for both the old and new APIs?" providers should read: "Do you commit to document your policy regarding API management and versioning?"</p>

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#	Submission date	Publication date	Question subject	Question	Answer
16 6	25/02/2015 16:12	16/03/2015 10:17	Data Center	We refer to the Call for tenders questions summary (documented in 684_questions_en 20150220.pdf), and more particularly to the answer to question 72 regarding the addresses of the data centers to be used for the financial scenarios of Lot 1, Lot 2 and Lot 3. Not being a network provider ourselves, we have to rely on the services of network providers to provide a realistic financial quote for the connectivity options required in the financial scenarios. In order not to discriminate between network providers and other suppliers, we request an extension of 2 weeks to allow our network suppliers to provide us with a sound financial quote taking into account the updated list of data centers. Thank you.	16/03/2015 The deadline date for submission of offers is extended until 29/04/2015. The new deadline is to be published on the Official Journal of the European Union under an addendum to the contract notice. The invitation letter enclosed in eTendering is amended accordingly.

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#	Submission date	Publication date	Question subject	Question	Answer
16 7	19/02/2015 03:39	25/03/2015 14:40	IPv6	<p>Objection: Document 09 – Annex 5.7 - Technical Evaluation Questionnaire - Lot 2 and document Annex 6.7 - Technical Evaluation Questionnaire - Lot 3, requirement, requirement NS8 states that, “Providers must support Internet Protocol version 6 (IPv6) at least at network devices and elements (load balancer, routers, DNS) and expose this functionality to consumers of the services,” and requirement NE10 states, “Providers must support Internet Protocol version 6 (IPv6) at least at network devices and elements (load balancer, routers, DNS) and expose this functionality to consumers of the services.” Instead of these blanket IPv6 requirements, can the EC instead ask vendors to provide their IPv6 capabilities in the response? End user EC institutions can then evaluate the necessity of their IPv6 needs with the provider’s capabilities. As an alternative, can the IPv6 compatibility be limited on the 'front end border' devices (i.e. load balancer exposed to internet)?</p>	<p>25/03/2015</p> <p>The Contracting Authority removed criterion NS8 from this tender; tenderers shall disregard it. The Contracting Authority modifies the questions of criterion NE10, which become: Question: Do you support IPv6 at network devices level (load balancers, routers, DNS)? Possible answer: Yes or No. Question: Do you expose IPv6 to internet consumers of the services? Possible answer: Yes or No. Question: Do you support IPv6 at instance level? Possible answer: Yes or No. The last two questions check whether IPv6 compatibility is limited on the 'front end border' devices (i.e. load balancer exposed to internet), so the front-end borders. Criterion NE10 requests the full documentation of IPv6 support of the CSP, as mentioned in the question. The question "Do you commit to support IPv6 at instance level?" aims at asking if the internal network of the provider supports IPv6; this is only a specific point of attention of the Contracting Authority, but is not eliminatory.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
168	19/02/2015 09:14	25/03/2015 14:41	Lot 1 - question	<p>NS3 : "Private Customer Connectivity Transparency (Private Cloud) - The number of sites used by the tenderer to provide the private cloud service must be completely transparent for the network aspects; it must behave as one unique entity towards the customer."</p> <p>Can you define "one unique entity towards the customer" ? Do you mean you need to get the same IP subnet and the same VLAN available on all sites ?</p>	<p>25/03/2015</p> <p>The Contracting Authority means to get the same IP subnet and the same VLAN available on all sites.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
169	19/02/2015 11:55	25/03/2015 15:12	Technical Evaluation Questionnaires	<p>Taking into account the Technical Evaluation Questionnaires (as documented in 06a – Annex 4.7 – Technical Evaluation Questionnaire – Lot 1, in 09a – Annex 5.7 – Technical Evaluation Questionnaire – Lot 2 and in 12a – Annex 6.7 – Technical Evaluation Questionnaire – Lot 3), and more particularly the fact that:</p> <ul style="list-style-type: none"> · the recent clarification given to question 34, reinforces the need to set up a dedicated, private instance of a cloud management infrastructure, · aside from the connectivity related mandatory requirements, the mandatory requirements are largely the same for the 3 lots, each time leading to additional custom developed extensions to established market offerings, <p>we request that suppliers be allowed to answer with market standard cloud offerings. By avoiding bolt-on customizations and ad-hoc extensions to meet mandatory requirements, cost effective solutions regarded as market leading will be excluded from the competition. Hence, we suggest to replace the 'mandatory' nature of the</p>	<p>25/03/2015 See answer 166. The Contracting Authority modifies a set of mandatory requirements which may result in too much tailored solution not representative of the Cloud market or of its real costs, and therefore lower its expectations. However the Contracting Authority keeps mandatory what is considered the core of its requirements. The following requirements had been removed from the tender: CS7, MDS5, MDS6, MDS7, MDS8, MDS9, SLS9. The following requirements in technical evaluations questionnaires had been modified, in all lots: GS2, NS11, CS3, CS9, CS10, SOS5, MDS3, MDS4, SLS11, SLS12, SLS8, SE7, SE13, SE14, SE15. The Contracting Authority reminds that the following requirements had already been amended in all lots: NS4, NS5, SE9, SES26, SLS12, SLS6, NS8. The Contracting Authority reminds that the following requirements had already been amended in Lot2 and Lot3: SE2p, SE3p, SE4p. Details on the modification are provided in the document library published in eTendering under the title "Summary of changes to mandatory requirements" which lists</p>

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				<p>replace the 'mandatory' nature of the requirements by 'optional'.</p> <p>This request does not extend to the mandatory requirements listed in section 8.1 (Security) and to the requirements referred to by GS1, GS4, MDS11 and SPS2.</p> <p>We also question the necessity of dedicated monitoring infrastructures for lot 1. It is normal practice that the supporting infrastructure of a Cloud Service Provider is used to serve many different clients, while maintaining separation of the managed physical cloud resources in the case of a private cloud. Deviating from this principle pushes again towards custom solutions and increased costs\prices.</p> <p>If DIGIT agrees with our request, we would demand another extension of a month, such that the solution can take the changed constraints into account and take full advantage of our standard offerings.</p> <p>Thank you.</p>	<p>mandatory requirements" which lists all mandatory requirements modified since the publication of the tender, and can be consulted from version 9 of tendering specifications.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
170	19/02/2015 13:51	25/03/2015 15:19	Tendering Specifications/Section 5.2/exit strategy.	Tendering Specifications, Section 5.2 states that special attention will be given to exit strategy. Section 5.2.5 states that Service Requirements are introduced in Annex 1, Section 3. We understand that the System must be defined around industry standard APIs and Image formats (e.g OpenStack) but we can find no specific mention of Exit requirements in Annex 1, other than SOS4 (Bulk data import/export) which requires facility to move large amounts of data out of the cloud service. Please can the Commission clarify its specific requirements for exit. Please also confirm if any early termination under Article I.9 of the General Conditions (Termination by Either Contracting Party) would apply for the entire Framework Contract or on a per Specific Contract basis – i.e would Exit be for the whole Service at one time, or could it be on a Customer by Customer basis throughout the Contract Term ?	25/03/2015 Regarding exit requirements, beside criterion SOS4 and reference to open, the Contracting Authority considers that CS3/CE3 (Bring your own image/instance import), CS10 (Export instance image), SLS8 (Cloud off boarding support), SE5 (Block storage data eradication), SE6 (Data sanitisation), MOE10 (Decommissioning), are criteria which facilitates portability between EUIs and service providers. Article I.9 of the General Conditions (“Termination by Either Contracting Party”) of the Framework Contract (FWC) making reference to “the Contract” applies to the FWC as specified in the introductory part of the FWC.
171	19/02/2015 16:04	25/03/2015 15:21	Referring to EC's answer to question #31	Can EC let bidders know when they can expect EC's input, related to EC's answer to Question #31 (ie updated version of Annex 11) ? Thank you.	25/03/2015 See answer 51. The updated version of Annex 11 has already been published.

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#	Submission date	Publication date	Question subject	Question	Answer
17 2	19/02/2015 18:12	25/03/2015 15:22	From Annex 4.8 – Financial Questionnaire – Lot1.xls	What is the meaning of 'Capacity-Planned' instances within tab 'Price list reference'?	25/03/2015 For the Contracting Authority, "capacity-planned", or "reserved instances" instances, are instances which customer would commit to use on the long term (e.g. years) and for which the provider can propose a better price than for "on-demand instances: which would be used sparsely by the customers.
17 3	19/02/2015 18:13	25/03/2015 15:23	From Annex 4.8 – Financial Questionnaire – Lot1.xls	What is the meaning of 'Reserved Instances' versus the 'On Demand' instances requested within the tab 'Price list reference'?	25/03/2015 For the Contracting Authority, "capacity-planned", or "reserved instances" instances, are instances which customer would commit to use on the long term (e.g. years) and for which the provider can propose a better price than for "on-demand instances: which would be used sparsely by the customers.
17 4	19/02/2015 18:13	25/03/2015 15:24	From Annex 4.8 – Financial Questionnaire – Lot1.xls	Does the table given in section FQ1.SC1.1 Scenario Description, provide an indication of expected block/object storage growths, or are these figures provided purely for calculating a comparative total price?	25/03/2015 Scenarios exposed in financial questionnaires are provided purely to calculate comparative total prices.

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#	Submission date	Publication date	Question subject	Question	Answer
175	19/02/2015 18:42	25/03/2015 15:28	6.4.2.2.3. Award criteria for contractors for competition re-opening (Lot 2 and 3)	<p>'- For the award of the specific contracts (that may include services not requested during the evaluation of the Framework Contract), award criteria for the technical evaluation will be evaluated against respectively the following groups of Cloud dimensions: G2.1 (technical dimensions) and G2.2 (Security and controls) for Lot 2 –see section 6.3.3.1–, G3.1 (technical dimensions) and G3.2 (Security and controls) for Lot 3 –see section 6.3.2.1–. If both groups of dimensions are present in the technical annex, the following weightings will apply:</p> <ul style="list-style-type: none"> o Lot 2: G2.1 / G2.2: 70% / 30% o Lot 3: G3.1 / G3.2: 70% / 30% ' <p>=> does it mean that G2.2, G2.3, G2.4 (for Lot2) and G3.2, G3.3, G3.4 (for Lot 3) are not taken into account in your evaluation ? please clarify. Thank you.</p>	<p>25/03/2015</p> <p>Only criteria mentioned in the technical annex of a specific request sent at reopening of competition stage and related to G2.1, G2.2 (for Lot2 – see section 6.3.2.1) and G3.1, G3.2 (for Lot 3-see section 6.3.3.1) will be assessed at such stage (provided that in both cases, both dimensions fall within the scope of the specific contract).</p> <p>Evaluation criteria G2.1, G2.2 (for Lot2 – see section 6.3.2.1) and G3.1, G3.2 (for Lot 3-see section 6.3.3.1) will also be assessed during the evaluation phase of the main call. Evaluation criteria G2.3, G2.4, G2.5, (for Lot2) and G3.3, G3.4, G3.5 (for Lot 3) will only be assessed during the evaluation phase of the main call and will not be re-assessed during the re-opening of competition phase.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
17 6	20/02/2015 10:50	25/03/2015 15:50	Annex 4 Questionnaires – Section 5, question 5.4, considerations on Subcontracting (Annex 4, page 6); Tendering specifications, Summary: Subcontracting, Section 4.5	How does EC DIGIT define “affiliates” of the Contractor in relation to the definition of “subcontractor” and requirements for “subcontracting” in the Tendering specifications and the considerations stated in Annex 4 (page 6) and in the context of the broad use of “other (legal) entities” in the considerations on Subcontracting? Are affiliates which are 100% owned by the parent of and belong to Contractor’s group be separated from “subcontractors” of the Contractor which are third party entities outside of the Contractor’s group?	25/03/2015 Question 5.4 in Annex 4, page 9 stating “Do you intend to rely on the capacities of other entities (e.g. your parent company?” aims at assessing whether the tenderer relies on third parties (for instance on a parent company) to meet or re-enforce the financial or technical selection criteria. Formal subcontractors are to be included in the list of subcontractors. For third parties on whose resources the tenderer relies, only a letter of undertaking indicating the resources that would be available for the implementation must be joined to the tender.
17 7	20/02/2015 17:06	25/03/2015 15:52	Your response to question 72	Thank you for your response but we actually need the exact street address for the datacentres specified in “Annex 4.8 – Financial Questionnaire – Lot1 FQ1.SC3.2 Scenario description”? I.e. for each of the datacenter locations: street name + number, zip, city, and country. Can you also publish an updated Annex 11 - electronic version?	25/03/2015 See answer 51. The updated version of Annex 11 has already been published.

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#	Submission date	Publication date	Question subject	Question	Answer
178	23/02/2015 09:49	25/03/2015 15:53	Annex 13.3 FWC Part III (General Terms_Conditions for ITCs)	ANNEX III: COMMISSION DECISION ON PROTECTION OF INFORMATION SYSTEMS [C(95) 1510 23/11/95] is blank. Please kindly provide this information / documentation so we can fully understand the obligations regarding Section II.2.2 Security.	25/03/2015 An updated version of "Annexes 13.1 & 13.2 FWC Parts I & II" will be provided. ANNEX III of Annex 13.3 FWC Part III is not applicable to this call for tender.

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#	Submission date	Publication date	Question subject	Question	Answer
179	23/02/2015 18:21	25/03/2015 15:55	Regarding CfT criteria DCE1 and DCE3, and your answers to Q57, 58 and 59 and also tab Scenario 3 of the Annex 4.8 Financial Questionnaire.	We understand that the EU will evaluate a single DC location but will double the charges (weighting of x2) proposed for WAN connectivity and private room under Scenario #3 of the Annex 4.8 Financial Questionnaire. It is also clear that such an offer will not be rewarded points under criteria DCE1 and DCE3. Furthermore you have clarified that any proposal which utilises 2x or 3x Data Centre locations will be rewarded points from DCE1 and DCE3 accordingly, however we envisage that a 3x Data Centre solution shall be more expensive than a 2x Data Centre solution (data centre rooms, cabinet-space, connectivity etc) but there appears to be no weighting adjustment for these options. Could the EU clarify if any weighting variation shall apply to any costs (other than that for Scenario #3) for a 2x Data Centre solution versus a 3x Data Centre solution?	25/03/2015 A new version of Annex 4.8 will be released to take into account that tenderers can propose a third datacenter in Lot 1. Weighting will be adapted accordingly: 1 datacenter / scenario weighting = 3, 2 datacenters: scenario / weighting = 1.5, 3 datacenters: scenario / weighting = 1.

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#	Submission date	Publication date	Question subject	Question	Answer
180	24/02/2015 12:28	25/03/2015 15:56	Annex 4.7 Technical Evaluation Questionnaire Lot 1	Annex 2 Service Requirements, p. 19/51 indicates that DCE2 is "n/a" for Lot 1. The Technical Evaluation Questionnaire Lot 1, p. 40/97, contains a criterion named "DCE2". Should that given criterion in the Technical Evaluation Questionnaire not be named "DCS2" instead?	25/03/2015 In lot 1 and lot 2, in all documents of the call for tender, instead of: DCE2 - "High availability (HA) and Disaster recovery (DR) and quality" tenderers should read: DCE4 - "High availability (HA) and Disaster recovery (DR) and quality".

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#	Submission date	Publication date	Question subject	Question	Answer
181	25/02/2015 16:17	25/03/2015 15:57	Dedication of Infrastructure	<p>Regarding dedication of infrastructure, the answer of the Commission to question 34 in the Q&A file is: 'Dedication of the infrastructure shall ensure no sharing of resources at physical level between EU institutions and other potential tenants. Therefore the Cloud portal with the orchestration layer and the monitoring platform shall be dedicated to the EU institutions. It is accepted that the infrastructure sustaining the online helpdesk is not dedicated to EU institutions.'</p> <p>It is understood that the cloud portal with the orchestration layer and the monitoring have to be run on dedicated servers fully protecting the EU Institutions' data. Question: Does the same apply to management data in accounting systems and resource control systems necessary for the business operation of the platform?</p> <p>To provide an example: While all the cloud services delivered to EU Institutions would be run on dedicated physical infrastructure, and the ordering and management portals are run on dedicated hosts as well, the overall numbers of data</p>	<p>25/03/2015 It is acceptable that management data in accounting systems and resource control systems necessary for the business operation of the platform as described in the question is not dedicated to EUIs.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				as well, the overall numbers of data necessary for invoicing the EU Institutions, planning capacity and other overall business management tasks would still be shared in accounting and managing systems at the tenderer's side.	
18 2	25/02/2015 16:51	25/03/2015 15:58	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 86 Topic – BS4 Consolidated billing	<p>“Providers must allow customers to consolidate....”- “Question: Do you commit that you are able to consolidate.....?”</p> <p>a) Should the consolidation be done by the provider or should the contractor provide the necessary elements so that the customer is able to consolidate multiple bills?</p> <p>b) Our understanding is that this billing consolidation will only be done within a Specific Contract and not across multiple Specific Contracts. Can you confirm?</p> <p>c) Does this only address the case where the Contractor is a consortium of multiple providers or is this also applicable to a Single provider?</p>	<p>25/03/2015</p> <p>Specifically the criterion refers to the ability to have one detailed single bill per specific contract. A single and consolidated bill should always refer to only one specific contract. For sake of clarify, "Related service" of BS4 must be read by tenderers: "Providers must provide to customers a single consolidated bill per specific contract, and the question asked for BS4 must be read by tenderers: "Do you commit to provide single consolidated bill per specific contract?"</p>
18 3	25/02/2015 16:51	25/03/2015 16:00	Document: Tendering Specifications, p. 29 , § 6.4.2.2 – Topic: Award for specific contracts Lot2 and Lot3.	During each re-opening of the competition or mini-competition round, is it mandatory for the provider to submit an offer or could the contractor decline to submit a proposal if we consider that we cannot meet some of the service requirements included in the technical annex ?	<p>25/03/2015</p> <p>During each re-opening of the competition, it is not mandatory for the provider to submit an offer.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
184	25/02/2015 16:51	25/03/2015 16:01	Document: Annex 6.7 - Technical Evaluation Questionnaire - Lot 3 Page: 35 Topic – SPE2 Web-front ends	Please describe in detail what do you understand under fast track patching	25/03/2015 For most of managed services, the Contracting Authority expects providers to have a specific process to answer major security issues possibly affecting services such as a patching procedure which takes into account the emergency of fixing the issue. The Contracting Authority will grant points in the relevant criteria if such a process is described.
185	25/02/2015 16:52	25/03/2015 16:09	Document: Annex 6.7 - Technical Evaluation Questionnaire - Lot 3 Page: 37 Topic – SPE2 Web-front ends	Could you confirm that we should read “Web front-ends” instead of “WebLogic” in the description and first question of this criterion?	25/03/2015 See answer 150.
186	25/02/2015 16:53	25/03/2015 16:10	Document: Annex 1: Service Requirements, p. 45, §4.3– Topic: Routing typical topology.	Can the provider offer the requested layer 2 services only? Will the EU Institutions responsible for the management and configuration of the layer-3 CPEs for load balancing, etc.?	25/03/2015 Diagram of Annex 1 - §4.3 is provided as an example of the target architecture foreseen by EUIs. EUIs will be responsible for the management and configuration of the layer-3 cloud provided elements.

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#	Submission date	Publication date	Question subject	Question	Answer
187	25/02/2015 16:53	25/03/2015 16:14	Document: LOT-1Lot2 and Lot 3 Financial Questionnaire Scenario connectivity:– Price List Reference tab	<p>a) What does the word “possibilities” means in section FQ1.PL.1 , FQ2.PL.1, FQ3.PL.1 of the Price List reference Tab in the Financial Questionnaire respectively for Lot1, 2 and 3?</p> <p>b) Does it means that if e.g. an access line of 300 Mbps bandwidth is not quoted this has to be considered as free of charge for the EC?</p> <p>c) If necessary, please list possibilities which should be offered.</p>	<p>25/03/2015 Provider shall disregard the comment "Possibilities which are not listed will be considered as free of charge for the customer" in financial scenarios of Lot 1/2/3. Providers shall provide a reasonably detailed expert of their offer in this section, reasonably meaning that: bandwidth tiers requested in scenarios 3 are listed and some tiers of connectivity bandwidth per location detailed in Annex 11 (datacenter locations) are listed.</p>
188	25/02/2015 17:01	25/03/2015 16:15	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page: 84 Topic – SPE11 Service Level are offered in a programmatically readable format.	<p>What will be the use of this export.? Is it just for accessing online reporting or for export of historical data during the phase-out?</p>	<p>25/03/2015 The purpose of the request aims at exploiting automatically/programmatically reporting data during the duration of the contract. This is not a mandatory requirement.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
189	25/02/2015 17:01	25/03/2015 16:16	Document: Annex 6.7 - Technical Evaluation Questionnaire - Lot 3 Page: 35 to 48 Topic – Managed services	a) Please confirm that there is no managed-OS requirements for Lot3 b) Please indicate what would be the operational concept in case of only one Instance (e.g. Apache Middleware) is ordered?	25/03/2015 The Contracting Authority confirms that there is no requirement for managed OS in Lot 3. Only managed services/middleware is of interest for this lot. In some cases the request of a stand-alone instance will not make operationally sense (e.g Apache, WebLogic, ColdFusion). In some cases such requests makes sense to the Contracting Authority (e.g. Databases, Web Streaming). The Contracting Authority requires through SPS2 (Minimum service combinations) the ability to deploy a minimum architecture set, but does not exclude to exploit the full capacity of services offered by CPSs, specifically the service which could be proposed through SPE13 (Other services).
190	26/02/2015 10:55	25/03/2015 16:17	Deadline for submission of the offers	Some of the questions/answers (Data Center distances, reference sites for evaluation, etc..) recently published by the Commission have a strong impact on the solution design. Therefore, we would like to kindly ask the European Commission to allow for an extension of the deadline for submission of the offers until April 15th 2015.	25/03/2015 See answer 166.

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#	Submission date	Publication date	Question subject	Question	Answer
191	02/03/2015 10:52	25/03/2015 16:19	Annex 11 – Volume estimates	<p>a) Can you please confirm that the volume estimates listed in Annex 11 (Lot1, 2 and 3) are expected volumes for the whole duration of the contract (4 years)?</p> <p>b) If not, should we consider these volume indication for Year 1 only?</p> <p>c) Do you expect any substantial increase in the volume estimates during the lifetime of the contract?</p>	<p>25/03/2015</p> <p>As specified in Annex 11 (cell C3 for all lots) volume estimates are given for the duration of the Framework Contract. Although based on a survey conducted prior to the publication of the Tendering Specifications, these estimates are not binding for the Contracting Authority and only the implementation via Specific Contracts will be binding for the contracting authorities. The Commission cannot anticipate the precise volume and cannot commit to order exact quantities.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
192	02/03/2015 11:45	25/03/2015 16:20	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page:79 Topic – SLE9 Provisioning of instances SLA	<p>SLE9: "Providers must guarantee to provision instances in less than 60 minutes in any circumstances except circumstances of "Force Majeure".</p> <p>a) It appears that SLE9 should belong to section 10.2</p> <p>"Supplementary services for Cloud dimension: SLA. Is this correct.?</p> <p>b) Can we assume that provisioning instances in less than 60 min should be performed during the normal business hours 8h-20h CET?</p> <p>c) Can we assume that the 60 min provisioning window is calculated starting from the time of opening the ticket (request) at the Service desk?</p>	<p>25/03/2015</p> <p>For Lot 1, criterion SLE9 becomes SLE9v; in SLE9v the provisioning window is increased to 240mn (e.g. 3 hours), provisioning should take place during the normal business hours 8h-20h CET.</p> <p>a) For both SLE9 and SLE9v the Contracting Authority confirms that the criterion belongs to the core service category; and is mandatory for Lot 1.</p> <p>b) New requirement SLE9v answers to the question</p> <p>c) For all lots tenderers can assume that the provisioning window starts from the time of opening the ticket (request) at the Service desk, if the tenderer propose this service on demand through a service desk. See answer 162 for complement about provisioning capacity. Updated technical questionnaires will be provided as soon as possible.</p>
193	03/03/2015 13:07	25/03/2015 16:21	Clarification Question 59	<p>Referring to clarification question 59, services related to requirements NS4 and NS5 have been confirmed being NON Mandatory, still the technical evaluation questionnaire mentions them as mandatory. Could you please provide an updated version of the questionnaire?</p>	<p>25/03/2015</p> <p>The Contracting Authority will publish a new version of the technical questionnaires taking into account answers to all questions already asked.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
194	03/03/2015 13:38	25/03/2015 16:22	Lot 1 - SO-20 and SO-21 security objectives	<p>Can you explain the difference between security objectives SO-20 and SO-21 ?</p> <p>These 2 points seems to be quite similar to us.</p> <p>We can understand that the SO-20 deals with load tests on the cloud infrastructure, and the SO-21 deals with penetration tests performed on it.</p>	<p>25/03/2015</p> <p>SO 20 relates to testing as performed mainly in the context of software and infrastructure projects. Those tests may include unit testing, integration testing, system testing, etc. (non-exhaustive list), all of which being performed, from a security perspective, to gain sufficient assurance that security controls are effective. SO 21 complements SO 20 in that testing performed in this context usually occur outside of projects. These tests will generally include periodic penetration tests, vulnerability scans, white hat hacking, etc. (non-exhaustive list).</p>
195	04/03/2015 03:48	25/03/2015 16:24	Lot 2 - NS8 -IPV6	<p>Can you elaborate on why IPV6 is a mandatory requirement? Can you illustrate use cases where an alternative proven connectivity standard like IPV4 would not be an acceptable alternative?</p> <p>Can you consider replacing IPV6 with IPV4 for this requirement?</p> <p>Thank you very much</p>	<p>25/03/2015</p> <p>See answer 167.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
196	04/03/2015 03:52	25/03/2015 16:26	Lot 2 - IPv6 support	Do you have existing applications or consumers capable handling IPv6 today? What is your deployment timeline for IPV6 only applications or consumers	25/03/2015 See answer 167, which removes IPv6 as mandatory requirement for this tender. As such promotion of IPv6 is part of European Commission objective (Digital Agenda). If the requirement is removed for this tender which goal is to investigate Cloud paradigms and only secondly IPv6 capabilities of CSPs, it will certainly be an objective for a further call for tender, considering one of the objective of EC application is to propose an IPv6 front-end to worldwide users of EC services.
197	04/03/2015 03:57	25/03/2015 16:27	Lot 2 - Instance maintenance mitigation	Live migration and memory preserving maintenance seem to be closely linked to vender specific solutions. Will you accept other vendors approaches resulting into the same level of SLA	25/03/2015 The Contracting Authority will accept approaches that will result in the same level of SLA providing they are compatible with other required criteria, and is not enforcing any vendor specific approaches. Live migration and memory preserving maintenance mentioned in the service description should be considered as examples.

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#	Submission date	Publication date	Question subject	Question	Answer
198	04/03/2015 04:07	25/03/2015 16:30	Lot 2 - Provisioning of instances SLA	Laws of physics need to be taken in consideration here? To be able to correctly answer this question, can the EC provide an indication of the maximum sizes and configuration of the to be provisioned instances ?	25/03/2015 See answer 162 for details about magnitude of provisioning in terms of number of instances. The Contracting Authority requires a commitment from the provider during regular condition of operations of the provider. The tenderer can refer to the instances "Medium", "Large", "Extra Large" listed in the catalogue of instances provided in criteria CS6. This remark applies to all lots, including criterion SL9v introduced in answer 192.
199	04/03/2015 04:13	25/03/2015 16:31	Lot 2 and Lot 3 - Criteria for Cloud Service Dimension: SLAs	Can you explain why the European Commission is imposing custom service levels for a Public Cloud Service, which should normally come with pre-defined standard SLAs? Aren't such criteria de facto excluding true public cloud services? Many thanks	25/03/2015 Like in any call for tender, the Contracting Authority needs to define a fair way to compare offers. In order to compare SLAs the Contracting Authority needs to define common SLA criteria. Moreover the Contracting Authority needs to define its core needs (e.g. 24/7 technical support), which should also translate into SLA requirements.

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#	Submission date	Publication date	Question subject	Question	Answer
200	04/03/2015 04:17	25/03/2015 16:33	Lot 2 - Standard Service Levels Minimal SLAs	<p>A public cloud is composed of series of IaaS, PaaS & SaaS, ... services. Each of these typically offer specific SLA's</p> <p>As lot 2 only refers to IaaS, can you confirm that this question can be answered by providing details on the SLA level and requirements for IaaS services only?</p>	<p>25/03/2015</p> <p>The Contracting Authority confirms that in the scope of a consistent offer for Lot 2 and Lot 3 can be answered by providing details on the SLA level and requirements for IaaS services only. In practical terms all technical questionnaires in the offer shall be filled in for Lot 2 and Lot 3. However Lot 2 and Lot 3 shall share the same technical reference documentation as described in "Annex 3 – Instruction to tenderers..."</p>
201	04/03/2015 10:17	25/03/2015 16:35	Service Level Agreements	<p>Can the Commission please confirm what a "customer initiated event" is? - bearing in mind that IaaS Cloud providers will not have access to customer's applications or operating systems to determine whether these are at fault for downtime</p>	<p>25/03/2015</p> <p>As far IaaS is concerned, a customer initiated event is an action triggered by the customer such as a massive request of provisioning incompatible with the capacity of the provider, but the event keeps related to the whole or significant part (e.g. a geographical zone, an entire service...) of the infrastructure of the provider. Providers will not be held responsible for a downtime scoped to an application of the customer. See answers 161 and 169 for further details on this criterion.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
202	04/03/2015 10:29	25/03/2015 16:36	Virtual Machine sizes	As Virtual Machine memory increases by the power of 2, will the commission revise its tender to 16vCPU and 96GB memory as this is the common referencing sizing used for the vast majority of standard cloud services available on the market. Retaining this non-standard specification will deter many CSPs from responding to the tender	25/03/2015 The Contracting Authority introduced this metric as minimum requirements for virtual machines for four instance types which are requested by the Contracting Authority in the scope of CS6. CSPs are welcome to outperform these minimum requirements and propose better variety of instances, which will be evaluated in criterion CE5. However for the sake of clarity, in criteria CS6 and CE5, instead of: "The provider shall propose in its catalogue at least 4 types of instances matching the following specifications" Providers should read: "The provider shall propose in its catalogue at least 4 types of instances matching at least the following specifications"

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#	Submission date	Publication date	Question subject	Question	Answer
203	04/03/2015 10:34	25/03/2015 16:37	Object Storage	Will the Commission confirm whether "administrative audit logging" means logging the creation and deletion of subtenants and not object access. Logging all potential audit details is not practical and requires a significant amount of additional storage, and effort, and will deter SMEs from responding to the tender, as well as adding unnecessary costs and security risk. For example, administrative tasks i.e logging support requests should be done via the CSPs support system, but for activities such as the logging of read, write, copy, etc, it is safer and more secure if this is undertaken at the application layer by the customer when accessing object storage as it ensures complete data integrity and consistency, and the customer has greater control and visibility of their data.	25/03/2015 See answer 169 which reduces the scope of function to audit in the criterion SOS5. Assuming the question related to criterion SOS5 and SOE4, the Contracting Authority confirms that audit capabilities mentioned in the criteria refers to action performed through the administration tools (portal or APIs) of the CSPs at sub-tenant levels, and not at object level which are under customer's responsibility.

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#	Submission date	Publication date	Question subject	Question	Answer
204	04/03/2015 10:37	25/03/2015 16:38	Data sanitisation and disposal	The standards listed are US. Will the Commission confirm that compliance with the UK Data Protection Act 1998 and ISO27001 - as adopted by the UK government - is acceptable?	<p>25/03/2015</p> <p>In criterion SE6, in all lot, instead of: "Providers must have documented evidence that they adhere to..."</p> <p>Tenderers must read:</p> <p>"Providers must have documented evidence that they implement standards and/or processes equivalent to processes described in ..."</p> <p>The Contracting Authority will assess compliance of the offer on the basis of the information provided according to the documentation provided by the tenderer. Considering the example given in the question, referring to UK Data Protection Act 1998 and ISO27001 may not be sufficient and shall be completed by additional process documentation.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
205	04/03/2015 10:38	25/03/2015 16:39	Auto Scaling	Please confirm that allowing users to create scripts via the API to determine how their instances start up is sufficient.	25/03/2015 Assuming the question refers to criterion CE12, the tendered is invited to describe its approach to the problem. The solution will be acceptable providing as soon as the customer does not need while operating its information system to intervene to react to reasonable increase of load. The less the customer will have to produce code, the best the mark to this criterion will be.
206	04/03/2015 10:40	25/03/2015 16:41	Overwriting data	Please clarify. The main description offers two scenarios: immediate overwrite or eventual overwrite, however the choices available offer "immediate eradication is always performed" or "in some cases, no eradication is performed". These choices do not allow for "eradication is performed but not immediately", which surely must be an option?	25/03/2015 See answer 129.

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#	Submission date	Publication date	Question subject	Question	Answer
207	04/03/2015 16:32	25/03/2015 16:43	Lot 2 technical questions	<p>"LOT 2 - GS2 - Granularity is per provider or per type of service? Are different web interfaces specific for groups of services (such as one interface for billing, cdn, dns, wizard functionalities and one for resources management, advanced configurations, network topology) with similar look and feel and integrated with SSO compliant with the tender specifications? In other words what if we keep the standard Openstack Dashboard (horizon) for standard resources management and, plus, a single custom dashboard for all additional and advanced features and services, including billing, monitoring, etc.?"</p> <p>LOT 2 - GS3 - In case of an open standard such as OpenStack, is official documentation considered enough?</p> <p>LOT 2 - NS4 - Do you admit that the user can assign a network to a VLAN or VxLAN? Do you admit that user cannot specify which VxLAN but is the orchestrator that chooses the first unused V(x)LAN available?</p> <p>LOT 2 - NS8 - Please clarify the requirement: does it specify that IPv6 is only required at physical network devices? Or do you mean that IPv6 should be supported into virtual network elements and routed externally? In the former case do</p>	<p>25/03/2015</p> <p>Lot 2 – GS2. See answer 168, where the criterion is modified. The Contracting Authority is requiring one consistent interface per offer per type of service; therefore the scenario described by the tenderer in the question for Lot 2 – GS2 properly answers to the criterion. What the Contracting Authority wants to avoid thanks to this criterion is, in the context of one single bid, having for instance to go to two or more different provisioning instance portals, billing portals, etc...</p> <p>Lot 2 – GS3 The Contracting Authority confirms that making reference to OpenStack versions and API in technical questionnaires when applicable is sufficient; in this case it is not necessary to embed a copy of the OpenStack documentation. Tenderers shall however document deviations or adaptations they could have added. This remark is applicable not only to OpenStack but to any publically published API or standard provided it is versioned.</p> <p>Lot 2 – NS4 See answer: 59 Providers are invited to document their constraints and requirements for this criterion.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				<p>externally? In the former case do you mean that load balancers and management console that publicly expose the service APIs should be reachable on IPv6? Do you mean that the DNS should be able to answer AAAA query type and should be reachable on IPv6 network? Or do you mean that the provider's physical network should be just IPv6 ready?</p> <p>LOT 2 - NS11 - Openstack does not support natively any grouping of infrastructure elements. Anyway, once the ACL is manually assigned to a group of instances, any change in the ACL would be reflected on every single instance it's applied to. Does this fulfill the requirement? If it doesn't, can we assume that this functionality may be made available only on the management console (GUI) and not via API?</p>	<p>this criterion.</p> <p>Lot 2 – NS8 See answer 167 which removes IPv6 as mandatory requirement for this tender and provide more information.</p> <p>Lot 2 – NS11 See answer 169, where the Contracting Authority removes the requirement to be able to group infrastructure elements in the scope of NS11.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
208	04/03/2015 16:33	25/03/2015 16:46	More technical questions on Lot 2	<p>LOT 2 - NE1 - Since our VPNaaS is IPSec based, an automatically provisioned tunnel can only reach a single subnet. Provided that there are no limits in the number of tunnels the customer can create, is it mandatory to be able to access all subnets through a single tunnel at a time or more tunnels for each subnet may be enough to fulfill?</p> <p>LOT 2 - NE3 - Access to the platform virtual networks is only available through an IPsec VPN. A customer dedicated Everything-to-VPN gateway could be set up in the provider's datacenter to allow for various type of interconnections. Does this fulfill the requirement?</p> <p>LOT 2 - NE9 - Our overlay technology is based upon VxLAN. This provides an effective isolation of the network traffic, but not encryption. Does this fulfill the requirement?</p> <p>LOT 2 - SOS1 - Maximum internal object size in Openstack Swift is 5GB. Using middlewares such as Dynamic Large Objects it's possible to explode an object in multiple chunks, bypassing that limit. We use this middleware by default, in a 100% transparent manner to the customer. Does this comply with the requirements?</p> <p>LOT 2 - SOS4 - Do you require that</p>	<p>25/03/2015</p> <p>Lot 2 – NE1 It is not mandatory to access all subnets through a single tunnel at a time; however evaluators will take into account answers to the question "is this VPN service allow to access to all subnet?"; providers answering yes to the question will have a slight competitive advantage (not more than 2 points on the 10 points of the criterion).</p> <p>Lot 2 – NE3 The Contracting Authority evaluates in NE3 quality of an offer for dedicated connectivity through dedicated line. A connection through VP over internet is not eligible to the criterion. Tenderer shall pay attention that NS2 requires that providers offer VPN connectivity or/and dedicated lines, therefore this criterion is not mandatory if the provider offer a VPN connectivity. Connection over VPN will be evaluated through criterion NE1. However tenderers will pay attention to the correction of the following mistake regarding weighing of criterion NE1 and NE3. Correct weightings are: - Lot 2: NE1 = 45 points and NE3 = 15 points - Lot 3 : NE1 = 50 points and NE3 = 20 points</p> <p>Lot 2 – NE9</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				<p>LOT 2 - SOS4 - Do you require that we support media shipment to/from the customers for the object storage (physical bulk import) or a large bandwidth, high speed dedicated access for input/output of large datasets to object storage (network bulk import), or both of the above?</p> <p>LOT 2 - SOS5 - Should this be a self-service or on-demand service? Does a on-demand service comply with the requirement?</p>	<p>Lot 2 – NE9 See answer 86. Isolation of the traffic is not sufficient to qualify for this criterion which is however not eliminatory.</p> <p>Lot 2 – SOS1 See answer 12. The solution exposed in the question qualifies for this requirement.</p> <p>Lot 2 – SOS4 The Contracting Authority will accept physical or dematerialised bulk export and do not put any requirement regarding the modality. Both methods detailed in the question will be accepted.</p> <p>Lot 2 – SOS5 An on-demand service complies with the requirement. See answer 203 which narrows the scope of SOS5.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
209	04/03/2015 16:34	25/03/2015 16:48	Technical questions lot 2 part 3	<p>LOT 2 - SOE2 - In case of an open standard such as OpenStack Swift, is platform documentation considered enough?</p> <p>LOT 2 - SOE3 - Do you mean you will evaluate the compatibility with other cloud providers if they run similar orchestrators (=portability)? In other words, a cloud provider running Openstack Swift will be likely compatible with other Openstack players. Does this approach suit with the requirement?</p> <p>LOT 2 - SOE4 - Can this be an on-demand service? All logs are kept by default, users just need to request the logs to be audited.</p> <p>LOT 2 - SOE7 - If we support bulk deletion of all the objects into one specified container and not deletion of objects grouped via a metadata tag, are we fulfilling the requirement?</p> <p>LOT 2 - SOE9 - Shall we develop an interface inside the management console or support via CLI and API is sufficient to fulfill the requirement?</p> <p>LOT 2 - CS3 - Openstack Nova, regardless of the hypervisor used, does NOT support container formats like OVF and VHD (http://docs.openstack.org/developer/glance/formats.html). VMDK is an image format. It does support instead the main disk image formats</p>	<p>25/03/2015</p> <p>LOT 2 - SOE2 See answer 207 regarding Lot 2 – GS3. Making reference to a versioned standard or publically available API is sufficient.</p> <p>LOT 2 – SOE3 A provider running a versioned standard or publically available API not linked to a specific vendor, or proposing compatibility package with specific vendor API will be granted all points of the criterion. Specifically a provider running OpenStack will be granted all points of this criterion.</p> <p>LOT 2 – SOE4 An on-demand service does comply with this criterion. See answer 203 which narrow the scope of SOS5.</p> <p>LOT 2 – SOE7 Providers are invited to document their approach towards this requirement. The ability to bulk delete object of one container complies with the requirement considering data of a project can be stored in one container, but will be considered as the minimal viable approach by the Contracting Authority and therefore will not grant all the points for the criterion.</p> <p>LOT 2 – SOE9 Providing this functionality through CLI and/or API is sufficient to comply for this criterion. No modality is</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				instead the main disk image formats like RAW, ISO and QCOW2 disk images, that are contained in OVF container formats. Please confirm that this criterion is not eliminatory for all the Openstack providers. LOT 2 - CS6 - Please provide an example of vCPU and Physical Processor comparison. If a compute node processor runs 6 cores at 2.0GHz, in this case a vCPU on top of it would run at 2.0GHz. The comparison would be 2.0/2.0GHz. Is it correct?	for this criterion. No modality is enforced by the Contracting Authority for this criterion. LOT 2 – CS3 See answer to question 169, which extends the number of file formats allowed. OpenStack-based CSPs supporting one of the formats will be eligible to criterion CS3. LOT 2 – CS6 The example given in the question is correct. This criterion aims at making sure that the CSPs will not provide unreasonably low CPU capacity to the customers.

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#	Submission date	Publication date	Question subject	Question	Answer
210	04/03/2015 16:40	25/03/2015 16:50	Technical questions lot 2 part 4	<p>LOT 2 - CS9 - We don't believe that live migration should be a mandatory option in any properly called "cloud" IAAS environment. HA in the cloud is obtained through balancing on multiple instances instead of relying on expensive "monolithic" techniques that focus on the uptime of a single instance. Moreover, 60 seconds to shutdown, maintain and reboot an average compute node it's more than challenging, it's impossible. Excluding any maintenance and any system check (RAM, filesystem) on reboot, the simple plain reboot may take more time than one minute. Do you agree to change this requirement to become "OPTIONAL"? Do you agree to allow a third option by which a user may be forced to use "boot from volume" instances in order to mitigate this downtime? Or do you agree to raise the threshold for maintenance to 5 minutes instead?</p> <p>LOT 2 - CS10 - What do you mean with question #1, "customers can export a running instance"? Any export requires a snapshot first, because only images can be exported, not instances. Do you confirm this was a typo? Openstack Nova, regardless of the hypervisor used, does NOT support container</p>	<p>25/03/2015 LOT2 – CS9 See answer 169, where criterion CS9 is modified and is no longer mandatory</p> <p>LOT 2 - CS10 See answer 169. OpenStack-based CSPs supporting one of the formats mentioned will be eligible to criterion CS10.</p> <p>LOT 2 - CE4 The Contracting Authority confirms that in first question of criterion CE4, tenderers shall read "CS4" instead of "CS5". Criterion CS4 requests that the tenderer provides at least images for one OS. The first question of CE4 asks if the provider propose more OSs than the minimum requires in CS4.</p> <p>LOT 2 - CE9 The criterion does not require restarting the complete infrastructure. The use case envisioned is a complex infrastructure where some services would depend on others. For instance, a system is relying on three services called FE, BE and DB each of them using several VMs. FE depends on BE, FE and BE depend on DB. In the event that the customer wants to restart the full system, he shall restart first DB, then BE, then FE and the corresponding VMs.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				<p>used, does NOT support container formats like OVF and VHD (http://docs.openstack.org/developer/glance/formats.html). VMDK is an image format. It does support instead the main disk image formats like RAW, ISO and QCOW2 disk images, that are contained in OVF container formats. Please confirm that this criterion is not eliminatory for all the Openstack providers.</p> <p>LOT 2 - CE4 - First question of the questionnaire refers to CS5 (image customization) which looks a typo (expected: CS4). What did you mean exactly with question #1?</p> <p>LOT 2 - CE9 - In what case a restart priority would apply? Users should be able to restart whole infrastructures at a time using which criterion? Tags or groups or what else? What would be the point in restarting whole infrastructures and not single VMs or services?</p>	<p>and the corresponding VMs. Providers giving a solution to this problem (which can be programmatic) are eligible to this criterion.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
211	04/03/2015 16:41	25/03/2015 17:50	Technical questions lot 2 part 5	<p>LOT 2 - CE11 - The activation of this service and the definition of flavors to be self-provisioned can be on demand, meaning a customer may request the provide to have a specific flavor to be deployed on single-tenant nodes? Provider may answer based on request effort or price or availability. Otherwise, pre-provisioning would be inadequate or impossible.</p> <p>LOT 2 - DCS2 - Please define the perimeter for the DR plan and HA definition. TYhe disaster should be referring to datacenter, room, rack or server level? What do you mean by HA?</p> <p>LOT 2 - DCE1 - [There is a typo in the naming of DCE1, and it was named DCE2] Do you mean that in EACH region should be present at least two availability zones, or having two datacenters for only one region it would be enough to apply for DCE1?</p> <p>LOT 2 - DCE2 - Is the DCS2 question correct? It seems that DCE2 answers to both DCS2 and DCE2, and no answer in the DCS2 is required. Moreover, is is explicitly NOT requested to provide an answer for DCS2, which would end to be ELIMINATORY</p> <p>LOT 2 - MOE2 - Please describe better the type of consistency or,</p>	<p>25/03/2015</p> <p>The answer to this question cannot be published in the answer's window due to technical reasons (answers are limited to 2,000 characters by e-Tendering).</p> <p>The answer is therefore provided in document "Answers to questions 211 to 217" in the Document Library.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				better the type of consistency or, better, which type of inconsistency are you referring to. This requirement is not clear. LOT 2 - MOE9 - Do you mean clustering at the OS level or at the middleware (e.g: DB, webserver, app server) level?	

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#	Submission date	Publication date	Question subject	Question	Answer
21 2	04/03/2015 16:42	25/03/2015 18:06	Technical questions lot 2 part 6	<p>LOT 2 - MDS1 - If CLI and APIs are Openstack standard ones, do you accept that the "development center" shall be the Openstack Official Documentation website (docs.openstack.org)? If you don't, what do you expect to be listed in the development center?</p> <p>LOT 2 - MDS2 - What do you mean by "configurable management web-based GUI"? What does "configurable" stand for?</p> <p>LOT 2 - MDS4 - Should the tags be searchable also via API and CLI or having this functionality in the management console and billing system would be enough?</p> <p>Openstack does not support this capability natively, and developing it could require months in modifying all the services and tools involved.</p> <p>LOT 2 - MDS5 - Are we allowed to require the user run a guest VM local agent in order to collect the monitoring data?</p> <p>LOT 2 - MDS6 - Do you confirm alert should be sent only for general infrastructure failures and not for customer specific or user defined failures? If it's the latter, what kind of failures should be included, especially for network and storage?</p> <p>LOT 2 - MDS7 - How long is the timespan for "historical data" to be stored in the monitoring data</p>	<p>25/03/2015</p> <p>The answer to this question cannot be published in the answer's window due to technical reasons (answers are limited to 2,000 characters by e-Tendering).</p> <p>The answer is therefore provided in document "Answers to questions 211 to 217" in the Document Library.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				stored in the monitoring data storage? LOT 2 - MDS8 - What do you mean in the question #1: "to log provisioning and catalogue action as explained above"? Looks like a typo related to MDS9 instead. Can you provide a complete list of the events that is mandatory to be logged? LOT 2 - MDS9 - Is it sufficient to provide log on a per tenant basis? LOT 2 - MDS10 - Is it sufficient to provide log on a per tenant basis? LOT 2 - MDS11 - Can the free trial environment or credential for a zero-charge account be issued manually, with no self-service procedure?	

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#	Submission date	Publication date	Question subject	Question	Answer
213	04/03/2015 16:43	25/03/2015 18:07	Technical questions lot 2 part 7	<p>LOT 2 - MDE9 - How does this requirement differ from event notification and auto-scaling events which are required in other requirements?</p> <p>LOT 2 - SLS4 - Are the Openstack user groups considered as a live forum not directly maintained by us but viable as well?</p> <p>LOT 2 - SLS7 - Give a perimeter or definition of "Disaster"</p> <p>LOT 2 - SLE12 - Can the free trial environment or credential for a zero-charge account be issued manually, with no self-service procedure?</p> <p>LOT 2 - SE2 - Is encryption needed as well if datacenters are connected with dedicated lambdas (proprietary interconnection) and no L3 operator is involved?</p> <p>LOT 2 - SE3 - Is encryption needed as well if datacenters are connected with dedicated lambdas (proprietary interconnection) and no L3 operator is involved? If it is required anyway, can we provide a special encrypted transmission public provider network to be chosen by the customer explicitly?</p> <p>LOT 2 - SE4 - Is encryption needed as well if datacenters are connected with dedicated lambdas (proprietary interconnection) and no L3 operator is involved? If it is required anyway, can we provide a special encrypted</p>	<p>25/03/2015</p> <p>The answer to this question cannot be published in the answer's window due to technical reasons (answers are limited to 2,000 characters by e-Tendering).</p> <p>The answer is therefore provided in document "Answers to questions 211 to 217" in the Document Library.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				<p>can we provide a special encrypted transmission public provider network to be chosen by the customer explicitly?</p> <p>LOT 2 - SE5 - There's a conflict between the explanation and the choices available. In the explanation there are two option suitable for a positive evaluation (immediate eradication OR eventual overwrite). But the options are between immediate eradication or no eradication, therefore being eliminatory. Please solve the conflict.</p>	

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#	Submission date	Publication date	Question subject	Question	Answer
214	04/03/2015 16:43	25/03/2015 18:10	Technical questions lot 2 part 8	<p>LOT 2 - SE7 - If we can assign an ACL to multiple elements one by one, and we can allow the user to change that ACL at once for all the associated elements, do we fulfill with the grouping requirement?</p> <p>LOT 2 - SE13 - Do you require, at minimum, that there is the capability to assing a role to a user in order to allow him to operate on compute resources or not? Is it required, at minimum, to allow a user to apply a specific action to a specific instance or, in general, to all instances? Can you confirm that if no RBAC is supported, this is not eliminatory?</p> <p>LOT 2 - SE14 - Do you require, at minimum, that there is the capability to assing a role to a user in order to allow him to operate on storage resources or not? Is it mandatory for block storage only or also for object storage? In the latter case, with which level of granularity? Can you confirm that if no RBAC is supported, this is not eliminatory?</p> <p>LOT 2 - SE15 - Do you require, at minimum, that there is the capability to assing a role to a user in order to allow him to operate on network resources or not? Can you confirm that if no RBAC is supported, this is not eliminatory?</p> <p>LOT 2 - SE17 - Do you mean that only the admin users inside a tenant</p>	<p>25/03/2015</p> <p>The answer to this question cannot be published in the answer's window due to technical reasons (answers are limited to 2,000 characters by e-Tendering).</p> <p>The answer is therefore provided in document "Answers to questions 211 to 217" in the Document Library.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				only the admin users inside a tenant shall be provided with an HOTP, HMAC or TOTP? Should it be used only to access the management console or to access APIs as well? LOT 2 - SE18 - Do you mean that an "overarching firewall policy" may be defined by the master-level user and shall not be overridden by any administrator OR may be defined by the service provider and shall not be overridden by anyone?	

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#	Submission date	Publication date	Question subject	Question	Answer
215	04/03/2015 16:44	25/03/2015 18:11	Technical questions lot 2 part 9	<p>LOT 2 - SE23 - Do you mean you require multiple VPNs per network or per subnet?</p> <p>LOT 2 - SE24 - What kind of services must provide these logs (compute, network, storage)? Should it be a self-service or not, if it supports "several leading SIEM products"? It looks like that being compatible with multiple SIEM software override the need to be self-service. Do you confirm?</p> <p>LOT 2 - SE25 - We don't understand what do you mean with the question #1: "A solution which is not a customized customer solution is available". Can you clarify? In which way it is not redundant compared to the second option?</p> <p>LOT 2 - SES26 - [We believe that the code "SES26" is a typo for "SE26". Do you confirm?] Openstack Identity (Keystone), which we run, does not imply the usage of API keys, but user/passwords instead, and returns fixed size tokens. Native Openstack support of API keys is not planned so far. Is it acceptable that we provide just user defined passwords?</p> <p>LOT 2 - SE28 - What do you mean by "above and beyond firewall services"? Do you mean a centralized analytics service shared among all tenants?</p>	<p>25/03/2015</p> <p>The answer to this question cannot be published in the answer's window due to technical reasons (answers are limited to 2,000 characters by e-Tendering).</p> <p>The answer is therefore provided in document "Answers to questions 211 to 217" in the Document Library.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				among all tenants?	
216	04/03/2015 16:45	25/03/2015 18:13	Technical questions lot 2 part 10	<p>LOT 2 - BS2 - What do you mean by "line by line"? per resource or per time fine-grained?</p> <p>LOT 2 - BS3 - Do you mean different bills per single tag or a single bill broken down per tag? Do you mean we need to provide an online tool to break down invoices in per tag costs?</p> <p>LOT 2 - BS4 - Do you expect that a single user may get more than one bill at a time? Or are you talking about monthly bills consolidated in one semestral bill, for example?</p> <p>LOT 2 - BS5 - What do you mean by "24-hour accuracy"? Do you mean "in the last 24 hours" or "with a 24-hour granularity"? If it is the latter, how long should the data be retained?</p> <p>LOT 2 - BE4 - Why alerts for financial thresholds, which are optional, are taken into account in evaluating the BE4 criterion which is related to the capability to view the 24-hour accuracy cost accrual? Shouldn't they be separated?</p> <p>LOT 2 - BE8 - What do you mean by "not using CPU"? do you mean a 24h idle CPU or less than a defined percentage? Since every running instance consumes a bit of cpu. Or do you mean suspended instances?</p>	<p>25/03/2015</p> <p>The answer to this question cannot be published in the answer's window due to technical reasons (answers are limited to 2,000 characters by e-Tendering).</p> <p>The answer is therefore provided in document "Answers to questions 211 to 217" in the Document Library.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
217	04/03/2015 16:46	25/03/2015 18:15	Technical questions lot 2 part 11	<p>LOT 2 - SLS2 - Is the SLA referred to the service itself (meant by "internal to the cloud") or only to the API availability? Can you define "Data reliability"?</p> <p>LOT 2 - SLS11 - What do you mean by "calculation starts immediately" but "up to five minutes before reporting"? Do you expect us to have continuous checks or checks can be run up to every five minutes?</p> <p>LOT 2 - SLE3 - Please define "Storage data reliability" in relation to SLA percentages</p> <p>LOT 2 - NE7 - What do you mean by "grant read-only access to all consoles"? What consoles are you referring to?</p> <p>LOT 2 - CE2 - What do you mean by pre-provisioning capacity? Total capacity per datacenter? Or total infrastructure? And what is the measurement unit? instances? which flavor/size?</p> <p>LOT 2 - MDE2 - What do you mean by "Richness and configurability"? Should the GUI be configurable itself (please explain then)?</p> <p>LOT 2 - MDE7 - How long must the historical monitoring data be stored?</p> <p>LOT 3 - SLE11 - What do you exactly mean by "assets"? Servica API availability or specific customer resources?</p>	<p>25/03/2015</p> <p>The answer to this question cannot be published in the answer's window due to technical reasons (answers are limited to 2,000 characters by e-Tendering).</p> <p>The answer is therefore provided in document "Answers to questions 211 to 217" in the Document Library.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
218	05/03/2015 08:27	26/03/2015 09:03	Validity period of the proposal	Can DG DIGIT confirm the validity period of the proposal after proposal submission? E.g. 9 months after submission.	26/03/2015 As indicated in §5.2.2 of the Guidebook "Submitting an offer" (Annex 12), tenderers will be bound by their offer for nine months from the deadline for submission of offers.
219	05/03/2015 10:59	26/03/2015 09:04	Annex 1 - Service Requirements - section 6 (Service Level Requirements)	Reference is made to exceptions listed in "sections 4 and 5", please confirm this should actually refer to the exceptions listed in section 7.2	26/03/2015 See answer 141.
220	05/03/2015 12:06	26/03/2015 09:07	Updated Complete Tendering specifications-numbered version-v6	Can DG DIGIT please upload the electronic versions of all modified tender files. (Given the size of the numbered version, the PDF file compare function does not correctly reflect track changes).	26/03/2015 The Contracting Authority has already delivered an updated version of technical and financial questionnaires.

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#	Submission date	Publication date	Question subject	Question	Answer
22 1	05/03/2015 12:22	26/03/2015 09:08	Updated Complete Tendering specifications-numbered version-v6	Contrary to clarification 28, wherein the Commission stated on 23/01/2015 that "The EC accepts to change the requirement of criteria DCS1 from 200 km to 100 km. For consistency the criteria DCE1 is changed from 200 km to 100 km", the "Updated Complete Tendering specifications-numbered version-v6" still stipulates that: "Providers who will propose at least two data centers a minimum of 200 kilometres apart from one another, data centers being on different power grids, will be given all points for this criterion." Can DG DIGIT please upload new electronic versions of the updated tender files which are affected by all the clarifications received to date? Thank you.	26/03/2015 The Contracting Authority has already delivered an updated version of technical and financial questionnaires.
22 2	05/03/2015 13:06	26/03/2015 09:09	Subcontracting	Can DG DIGIT please confirm if a given company can be subcontractor in different offers from competing tenderers?	26/03/2015 Please refer to §3.1 of the Tendering Specifications and see answer 40.

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#	Submission date	Publication date	Question subject	Question	Answer
223	05/03/2015 15:46	26/03/2015 09:11	Annex 1 - Service Requirements, section 6 and Annex 8, Lot 1 Service Level Agreement Template, section 8.4 and Annex 9, Lot 2 Service Level Agreement Template, section 8.4	Annex 1 - Service Requirements, section 6 (Service Level Requirements) and Annex 8, Lot 1 Service Level Agreement Template, section 8.4 (Liquidated Damages - Boundary conditions and Force Majeure) and Annex 9, Lot 2 Service Level Agreement Template, section 8.4 (Liquidated Damages - Boundary conditions and Force Majeure) Question : SLS12 in Annex 1 states that "Providers must count all non-customer initiated downtime events as outages, no matter how the downtime occurs. This means that any scheduled, announced, planned, unplanned or malicious events all count against documented SLAs." whereas section 8.4 of both of Annex 8 and Annex 9 state that "Actual maintenance duration (in minutes) during scheduled maintenance windows" is expressly excluded from calculations of availability and Incident Management. Please confirm that SLS12 in Annex 1 should be modified to delete reference to "scheduled, announced, planned" events	26/03/2015 See answer 161.

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#	Submission date	Publication date	Question subject	Question	Answer
224	05/03/2015 15:47	26/03/2015 09:13	Annex 9 - Lot 2 Service Level Agreement Template, section 7.5; Annex 10 - Lot 3 Service Level Agreement Template, section 7.5; Annex 13, Articles III.1.3 and III.1.4 of the General Terms & Conditions for IT Contracts	Section 7.5 of both Annex 9 and 10 for Lot 2 and 3 respectively addresses Price List and Quoting Tool updates, this requirement is not included in Annex 8 for Lot 1. Please therefore confirm that the Most favoured partner clause (Article III.1.3) and the Official price lists clause (Article III.1.4) only apply for Lots 2 and 3 and not for Lot 1 as Lot 1 will be a bespoke Private Cloud Service and does not have a published price list.	26/03/2015 See answer 142.
225	05/03/2015 15:48	26/03/2015 09:13	Section 5.3 of Annex 4, Annex 5 and Annex 6 respectively; Section 10.2.1 of Annex 12	Section 5.3 of Annexes 4, 5 and 6 require statements of turnover for the past 2 years; section 10.2.1 of Annex 12 requires a statement of turnover for the past 3 years. Please clarify which is correct	26/03/2015 See answer 143.
226	05/03/2015 15:48	26/03/2015 09:15	Annex 13, Special Conditions, Article I.5	Please clarify the statement that requests for payment "may not be made if payments for previous orders or Specific Contracts have not been executed as a result of default or negligence on the part of the Contractor" - does this mean that if the Commission claims a default against the Contractor on any order or Specific Contract then the Contractor will not be allowed to invoice for any other Services provided on other orders or Specific Contracts?	26/03/2015 See answer 144.

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#	Submission date	Publication date	Question subject	Question	Answer
227	05/03/2015 15:49	26/03/2015 09:17	Annex 13, Special Conditions, Article I.5	Please clarify the statement that requests for payment "may not be made if payments for previous orders or Specific Contracts have not been executed as a result of default or negligence on the part of the Contractor" - does this mean that if the Commission claims a default against the Contractor on any order or Specific Contract then the Contractor will not be allowed to invoice for any other Services provided on other orders or Specific Contracts?	26/03/2015 See answer 226.
228	05/03/2015 15:50	26/03/2015 09:18	Annex 13, Special Conditions, Article I.5.1	Invoices for Lot 1 are to be accompanied with Service Review Meeting minutes - will there be a single monthly Service Review Meeting with all EU Institutions who have placed a Specific Contract, or individual meetings with each institution? Will we have to submit separate invoices to every EU institution or a single invoice covering all institutions?	26/03/2015 See answer 145.

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#	Submission date	Publication date	Question subject	Question	Answer
229	05/03/2015 15:50	26/03/2015 09:20	Annex 13, Special Conditions, Article I.5.1	For Lot 1 – the EC has 90 days to approve or reject the Service Review Meeting minutes and to pay “the balance”, Contractor has 15 days in which to submit additional information or a new “final progress report” - It is not clear what is meant by “the balance” and “final progress report” as this is an ongoing Service, not a project with interim payments, please clarify.	26/03/2015 See answer 146.
230	05/03/2015 15:51	26/03/2015 09:21	Annex 13, Special Conditions, Article I.5.1; Annex 13, General Terms & Conditions for IT Contracts, Article III.1.5	For Lot 1, the EC has 90 days to approve or reject the Service Review Meeting minutes and to pay. Article III.1.5 says invoices for continuous Services are to be submitted at the end of a calendar quarter - we interpret this to mean that an invoice would not be payable until 180 days (6 months) after the start of the applicable quarter in which the Service is provided - is this the Commission's intention?	26/03/2015 See answer 147.

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#	Submission date	Publication date	Question subject	Question	Answer
23 1	05/03/2015 15:51	26/03/2015 09:23	Annex 13, Special Conditions, Article III.2.10	The Benchmarking provisions do not state any periodicity or applicability to each Lot. For Lot 1 it would not be reasonable to conduct a Benchmark before the end of the first year of Service. For Lots 2 and 3 the successful Framework Contractors are required to re-compete against each other for work packages so Benchmarking would not be appropriate. Please update the Benchmarking Article to say that Benchmarking only applies to Lot 1 and will occur no more than once each calendar year and not earlier than at the beginning of the second year.	26/03/2015 See answer 148.

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#	Submission date	Publication date	Question subject	Question	Answer
23 2	05/03/2015 15:52	26/03/2015 09:25	Tendering Specifications, section 5.2 and Annex 1, Section 3, and Annex 13, Article I.9 : Exit Requirements	Tendering Specifications, Section 5.2 states that special attention will be given to exit strategy. Section 5.2.5 states that Service Requirements are introduced in Annex 1, Section 3. We understand that the System must be defined around industry standard APIs and Image formats (e.g OpenStack) but we can find no specific mention of Exit requirements in Annex 1, other than SOS4 (Bulk data import/export) which requires facility to move large amounts of data out of the cloud service. Please can the Commission clarify its specific requirements for exit. Please also confirm if any early termination under Article I.9 of the General Conditions (Termination by Either Contracting Party) would apply for the entire Framework Contract or on a per Specific Contract basis – i.e would Exit be for the whole Service at one time, or could it be on a Customer by Customer basis throughout the Contract Term.	26/03/2015 See answer 170.
23 3	05/03/2015 15:57	26/03/2015 09:27	Tendering Specifications - section 3.8 : Evaluation	In the following formula, are the Pmin and Ptender criteria the right way round? Or should it be Ptender divided by Pmin? $(Pmin/Ptender)*40\% + (Qtender/Qmax)*60\%$	26/03/2015 See answer 140.

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#	Submission date	Publication date	Question subject	Question	Answer
234	05/03/2015 16:00	26/03/2015 09:29	Regarding criteria DCS2, DCE2 and the sentence within DCE 'Data resiliency, protection, replication or durability strategies — essentially, how often data is replicated and protected by the provider automatically on behalf of the customer'	Can the EU describe their expectations for DR services with respect to the VMs/Instances provisioned on the private cloud: 1. Does the EU expect ALL Instances to be protected by DR protection, or does the EU anticipate that Cloud Consumers can choose between DR protected or not protected services (since ephemeral instances should not require DR protection nor cloud native applications deployed in Active/Active mode across multiple cloud and/or regions)? 2. For Instances with DR Protection, does the EU expect the service to be entirely automated with no Cloud Consumer interaction, or does the EU expect that the Cloud Consumers can make use of tools provided by the service to protect and recover Instances?	26/03/2015 The Contracting Authority expects that the tenderer describes the possibilities offered to the customer to implement DR and HA and does not put any requirement towards modalities: for instance, as described in the question, the tenderer can propose non protected services but shall explain how the customer is expected to deploy its systems to benefit from the provider's infrastructure in order to implement DR scenarios, or protected services and shall describe their behaviour and how to benefit from them. Therefore the service can be fully automated or based on tools proposed by the provider. For HA scenarios it is expected that the provider describes how to benefit from its setup, for instance how databases can be configured to benefit from synchronous writing on a redundant storage in the infrastructure as mentioned in DCE2. Best marks of criteria DCE2 will go to proposal which minimize management and/or development on the customer side. See also answer 211.

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#	Submission date	Publication date	Question subject	Question	Answer
235	05/03/2015 16:16	26/03/2015 09:31	Deadline extension request	<p>We have designed an innovative solution, which will bring significant advantages to The European Institutions.</p> <p>In order to ensure it meets all mandatory requirements, we require further due diligence to be performed, and an extensive process of describing the solution in detail as requested. We therefore request to extend the deadline to answer the RFP to April 30, 2015.</p>	26/03/2015 See answer 166.

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#	Submission date	Publication date	Question subject	Question	Answer
23 6	05/03/2015 16:47	26/03/2015 09:33	IPR	<p>Objection: We refer to Annexes 13.1 and 13.2 Framework Contract Parts I & II, II - General Conditions, Article II.17 - Ownership of the Results. The concept of granting to the Commission a worldwide, royalty-free and irrevocable license to use the preexisting rights owned by the Contractor beyond the length of the Framework Contract for the whole duration of such intellectual property rights protection is inappropriate in the context of cloud services.</p> <p>Is the Commission willing to confirm this and is it able to amend the terms and conditions in such a way that that such a license will only be granted for the duration of the Framework Contract and could be revoked in certain circumstances (e.g. cases of breach)?</p> <p>Furthermore, is the Commission willing to amend its terms and conditions in such a way that they are more appropriate on the context of cloud services ?</p>	<p>26/03/2015 See answer 95.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
237	05/03/2015 17:35	26/03/2015 09:35	SLS 12	Referring to SLS 12 (as documented in 09a – Annex 5.7 – Technical Evaluation Questionnaire – Lot 2 and in 12a – Annex 6.7 – Technical Evaluation Questionnaire – Lot 3), the question implies that “any scheduled, announced, planned, unplanned or malicious events” are included in the downtime calculations. Could you confirm the following interpretation: · for reporting purposes the downtime calculation is to include outages caused by “any scheduled, announced, planned, unplanned or malicious events” · for availability SLA purposes, only the unplanned events should be taken into account Thank you	26/03/2015 See answer 161.
238	06/03/2015 13:18	26/03/2015 09:36	Reference documents: 05 - Annex 4 - Questionnaires - Lot 1.docx and 08 - Annex 5 - Questionnaires - Lot 2.docx, section 4.2	Both documents make reference to section §10.1.2 of the Guidebook, however there is no Section 10.1.2 in the Guidebook. => Can the EU please elaborate? Thank you.	26/03/2015 In the paragraph 4.2 (Exclusion questionnaire) of annexes 4 (lot 1), 5 (lot 2) and 6 (lot 3) references to §10.1.2 of the Guidebook should be read as references to §10.1 (as indicated at the beginning of section 4).

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#	Submission date	Publication date	Question subject	Question	Answer
239	06/03/2015 14:03	26/03/2015 09:37	Annex 1 – Service Requirements	Is the provider requested to include routing devices in EUIs (Lot1, 2) or will the customers be responsible for them (acquisition, provision, maintenance and management)?	26/03/2015 The customers will be responsible for routing devices deployed in EUIs (acquisition, provision, maintenance and management).
240	06/03/2015 14:04	26/03/2015 09:39	Annex 1 – Service Requirements	Concerning the interfaces required for Private Connectivity (1 Gbps, 10 Gbps), would it be possible to propose dedicated leased lines with lower capacity (i.e. 100 Mbps) offering the local interfaces required?	26/03/2015 For private connectivity for Lot 1 (Private Cloud), tenderers are allowed to propose lower capacity (i.e. 100 Mbps) for leased lines provided the required local interfaces are respected. Financial scenarios for Lot 1 are modified to take into account this possibility. For private connectivity for Lot 2 and Lot 3 (Public Cloud), tenderers are allowed to propose lower capacity (i.e. 100 Mbps) for leased lines provided the required local interfaces are respected. Financial scenarios for Lot 2 and Lot 3 are modified to take into account this possibility.

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#	Submission date	Publication date	Question subject	Question	Answer
24 1	06/03/2015 14:04	26/03/2015 09:40	Annex 1 – Service Requirements:	Concerning the Private customer Connectivity (Public Cloud), would it be possible to propose lower capacity (i.e. 100 Mbps) for MPLS offering the local interfaces required?	26/03/2015 For private connectivity for Lot 2 and Lot 3 (Public Cloud), tenderers are allowed to propose lower capacity (i.e. 100 Mbps) for MPLS provided connectivity offers the same required local interfaces. Financial scenarios for Lot 2 and Lot 3 are modified to take into account this possibility.
24 2	06/03/2015 14:05	26/03/2015 09:41	Annexes 4.8 and 5.8	Financial Questionnaires for Lots 1 and 2: Do the items related to connectivity (leased lines, bandwidth) have to include central routing equipment?	26/03/2015 The offers shall include central routing equipment at the provider premises.
24 3	06/03/2015 14:06	26/03/2015 09:43	Annex 5.8 - Financial Questionnaire for Lot2	Please explain if the bandwidth price (expressed in euros/GB/Month transferred instead of in Mbps/Gbps as it would be expected by carriers) has to include the connectivity at Customer premises.	26/03/2015 The price shall not include connectivity at customer premises. Regarding units used, please refer to answer 123, and updated financial scenarios.
24 4	09/03/2015 15:04	26/03/2015 09:44	Lot 1	A sizeable capital commitment will be required, from the supplier, for the deployment of Private Cloud Nodes for Lot 1. Does the EU envisage agreeing to a minimum financial commitment to secure the initial deployment of the Private Cloud nodes?	26/03/2015 There will be no prefinancing in this call for tenders.

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#	Submission date	Publication date	Question subject	Question	Answer
24 5	09/03/2015 15:05	26/03/2015 09:45	Lot 1: Demand Forecast	Could the EU give a forecast of demand for the platform and state the mandates in place to ensure its take up?	26/03/2015 As such there is no forecast of demand provided. Tenderers can consult Annex 11 for indicative volume estimates.
24 6	09/03/2015 15:08	26/03/2015 09:46	Annex 13.3 FWC Part III (General Terms & Conditions for ITCs)	Annex III: COMMISSION DECISION ON PROTECTION OF INFORMATION SYSTEMS [C(95) 1510 23/11/95] to this document is blank. Please kindly provide this documentation so we can fully understand the obligations and requirements regarding Annex 13.3 Part III General Terms & Conditions for ITCs, Article II.2.2 Security.	26/03/2015 See answer 178.
24 7	09/03/2015 15:39	26/03/2015 09:48	Data Centre Locations / Addresses	Please can the EU provide exact site addresses for its data centres listed in Annex 11?	26/03/2015 See answer 51.

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#	Submission date	Publication date	Question subject	Question	Answer
248	09/03/2015 16:23	30/03/2015 17:00	Data Protection Requirements in Lots 2 and 3	<p>In respect of the mandatory Data Protection requirements in Lots 2 and 3, specifically GS 4 on pages 238 and 365 of version 5 of the Tendering Specifications, can the tenderers in their responses assume that:</p> <p>(i) these requirements have to be considered taking into account all elements of the legal framework in which the tenderers operate and the laws and regulations they are subject to, specifically considering that tenderers must comply with the provisions of mandatory laws, such as but not specifically limited to national laws related to security, counter terrorism and similar laws and regulations in force in countries inside or outside the European Union, which they cannot validly waive in a contract with third parties?</p> <p>(ii) the Commission does not expect from tenderers to commit in their responses to enter into contractual obligations which, in rare and extreme cases, could be contrary to mandatory national laws (including possibly certain national laws of EU member states) they are subject to?</p> <p>(iii) as such, these requirements aim</p>	<p>30/03/2015</p> <p>The requirements referred to are mandatory and not subject to qualifications such as the ones elaborated in the question. Like with all other mandatory requirements, it is up to each tenderer to make sure that its offer fully complies them, including in the legal environment in which it operates. Compliance with these requirements also presupposes that future contractors must have the operational and organisational capabilities described in the last part of the question.</p> <p>The awarding authority is not aware of any national laws of the EU Member States which tenderers might be subject to and which would be contrary to these requirements.</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
				(iii) as such, these requirements aim at obtaining confirmation from the parties (i) that they commit to comply with them, within the boundaries of existing legal frameworks, and (ii) specifically, that they have the operational and organisational capability of being compliant, including e.g. the capability of monitoring requests for information, verifying their legality, analysing their content and making an appropriate response in view of its obligations to the Commission under this tender?	

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#	Submission date	Publication date	Question subject	Question	Answer
249	09/03/2015 16:41	30/03/2015 17:01	Annex 12 Guidebook for Tenderers, section 5.2	Annex 12 Guidebook for Tenderers, section 5.2 clearly states that the very fact of submitting an offer in response to a call for tenders issued by the European Commission implies that the bidder accepts all the terms and conditions as stipulated in the tendering specifications and all other documents related to the procurement. However answers to Bidders Questions #90 to #115 inclusive regarding the applicability of certain terms and conditions in Annex 13 (Draft Framework Contract) indicate that a number of clauses are not or may not be applicable to Cloud Services. This creates ambiguity and potential future dispute and does not allow bidders to fully understand the risks associated with the required Terms & Conditions or to understand which Articles are actually applicable and which are not applicable. This is fundamental to the future contractual relationship with EU Entities, to flowdowns to Sub-contractors and to the bidders' own business models and governance. We request that the Commission provides an unambiguous set of Contract Terms & Conditions that are applicable solely to the intended Cloud Services and removes all Articles	30/03/2015 Part III (General Terms and Conditions for Information Technologies contracts) of the framework contracts (FWC) is always included and modifiable only through Part I (Special Conditions) of the FWC. As already answered, a large number of provisions under part III are not devised to be used for the acquisition of cloud services. They are intended to govern situations where the contracting authority purchases hardware, software or IT services (development, support and consultancy). .Part III. General Terms and Conditions for Information Technologies Contracts of the Framework Contracts (FWC) applies only in cases where the contractual provisions deal with relevant matters that can reasonably be applied to the provision of cloud services.

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#	Submission date	Publication date	Question subject	Question	Answer
				Services and removes all Articles that are not applicable.	
250	10/03/2015 08:21	30/03/2015 17:02	SLE 1/SLE 2/SLE	<p>We refer to SLE 1/SLE 2/SLE 3 (as documented in 06a – Annex 4.7 – Technical Evaluation Questionnaire – Lot 1, 09a – Annex 5.7 – Technical Evaluation Questionnaire – Lot 2 and in 12a – Annex 6.7 – Technical Evaluation Questionnaire – Lot 3). The evaluation questionnaire gives an unfair advantage to those cloud service providers which publish availability SLAs per infrastructure tower (compute, storage service, storage data). Cloud Service Providers who only provide an overall infrastructure availability SLA have no opportunity to submit that information. We request that for all lots an alternative question to SLE 1/SLE 2/SLE 3 is added in which providers can indicate the overall infrastructure availability SLAs they offer. This question should be weighted by the sum of weights associated with SLE 1/SLE 2/SLE 3 (e.g. for lot 2: 3 * 30 = 90). Thank you.</p>	<p>30/03/2015 In SLS2, providers have the possibility to choose between two presentation of their SLAs: either "at the level of their whole Cloud infrastructure" (i.e. "overall infrastructure availability" as mentioned in the question), or either "more fine-grained Service Level measures" (i.e. "per infrastructure tower" as described in the question. If providers opt for overall infrastructure availability, they are expected to provide the same SLAs measurement for criteria SLE1/SLE2/SLE3. For instance a provider opting for overall infrastructure availability of 99.95% should document they opt for this model, answer 99.95% to SLE1/SLE2/SLE3 and will be granted all points for SLE1/SLE2/SLE3 (90 pts).</p>

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#	Submission date	Publication date	Question subject	Question	Answer
25 1	10/03/2015 08:22	30/03/2015 17:05	CS 9	We refer to CS 9 (as documented in 06a – Annex 4.7 – Technical Evaluation Questionnaire – Lot 1, 09a – Annex 5.7 – Technical Evaluation Questionnaire – Lot 2 and in 12a – Annex 6.7 – Technical Evaluation Questionnaire – Lot 3). 'Instance mitigation' is a capability which requires a specific set-up in terms of services, hypervisors, platform and capacity, driving up costs. Also the only practical solutions on the market are based on VMware solutions with vMotion capability – hence forcing the use of VMware based solutions. Can you confirm that demonstrating the capability, i.e. indicating the combination of service catalog items which will deliver 'instance mitigation' will be sufficient for CS 9? Thank you.	30/03/2015 See answer to Question No. 210 (LOT2 CS9).

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#	Submission date	Publication date	Question subject	Question	Answer
25 2	10/03/2015 08:22	30/03/2015 17:06	SLS 3	<p>We refer to SLS 3 (as documented in 06a – Annex 4.7 – Technical Evaluation Questionnaire – Lot 1, 09a – Annex 5.7 – Technical Evaluation Questionnaire – Lot 2 and in 12a – Annex 6.7 – Technical Evaluation Questionnaire – Lot 3). Could you clarify whether the help desk is intended to support the local help desks of the customers of DIGIT (DGs and agencies) or whether the help desk will be contacted directly by users working with the cloud resources at these DGs and agencies?</p> <p>Thank you.</p>	<p>30/03/2015</p> <p>As far as technical matters are concerned, Cloud provider's helpdesks shall only be contacted by IT teams in the institutions, knowledgeable about IT infrastructure matters and usually consuming resources of the Cloud services. In the case of Commission IT teams can be in any DG consuming Cloud services, including DIGIT. Cloud provider's helpdesks shall not be contacted directly by end-users using systems hosted in Cloud services, rarely by local helpdesks in charge of handling requests of end-users. This includes provisioning and monitoring portals.</p> <p>As far as administrative matters are concerned (invoicing, billing...) Cloud provider's helpdesks shall be contacted by EUIs administrative department managers or assistants seeking help regarding tools proposed by the providers.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
253	10/03/2015 17:13	30/03/2015 17:08	Annexes 4, 5, & 6, Section 4.2 "Exclusion of the Tenderer"	In Annexes 4, 5, and 6, Section 4.2, please can the EU Commission provide the correct reference to Annex 12 Guidebook, as the stated reference 10.1.2 does not exist? As the EU Commission requires the contractor to provide evidence upon request, please confirm what reference information you expect us to provide here with our offer.	30/03/2015 See answer to Question No. 238.
254	11/03/2015 17:24	30/03/2015 17:15	Request for proposal submission deadline extension until 31-Apr-15	Given the vast number of low-level detailed requirements to answer/document, we hereby request --in order to be able to deliver a quality proposal to DG DIGIT for-- a proposal submission deadline extension until the 30st April 2015. Please confirm.	30/03/2015 See answer 166. Considering the time given to prepare the offers the Commission sees at this stage no grounds for further extension of the deadline for sending of tenders.
255	11/03/2015 20:03	30/03/2015 17:16	Lot 2 SLA: SLS2 - Standard Service Levels Minimal SLAs	Can you please explain what is meant with "Service Level measures for Data reliability"	30/03/2015 Storage data reliability is defined in "Additional information to answer questions": "percentage of files/objects being unavailable/corrupt at any point during the billing period, while the Storage service is available."

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#	Submission date	Publication date	Question subject	Question	Answer
256	12/03/2015 11:31	30/03/2015 17:17	Address of Data Centres	Please provide detailed address for Data centres. Operators need exact information in order to give the exact pricing. It is stated in answer to question 31 that this information will be provided. But Annex 11 in v7 of the tender specs published 11 March, still does not have DC addresses. Thanks.	30/03/2015 See answer to question No. 51.
257	12/03/2015 11:36	30/03/2015 17:19	Changes to tender documents.	We see updates to the tender documents being published (v5, v6, v7). But it is not clear what these changes are. As these tender specs are very extensive, would it be possible to clearly indicate what changed?	30/03/2015 Changes are mostly indicated in answers provided to questions. Due to the high number of questions it is impossible to provide an exhaustive set of modifications in a reasonable timeframe. In any case the last numbered version is the only valid version.
258	12/03/2015 11:37	30/03/2015 17:19	Editable version of tender documentation.	We notice the publication of the complete tender specs as one large .pdf document. (example v7 on 11/03). But there is no corresponding editable version published (of v7). Could this be aligned please?	30/03/2015 Electronic and numbered versions of tendering specifications released on the same day might correspond. In any case the last numbered version is the only valid version.

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#	Submission date	Publication date	Question subject	Question	Answer
259	12/03/2015 11:42	30/03/2015 17:20	Dedicated point-to-point connections or MPLS cloud	Are we expected to provide dedicated point-to-point connections to all of the data centers in annex 11, or does the client have a MPLS cloud connecting their data centers? If a MPLS cloud exists, we need the location where we can connect to that using the required redundant point-to-point connections form our data centers.	30/03/2015 The clients do not have any MPLS Cloud which connects their data centers. Tenderers are expected to provide dedicated point-to-point connections to the data centers listed in annex 11.
260	12/03/2015 15:50	30/03/2015 17:21	Annex 4.8 - Financial Questionnaire - Lot 1 - Scenario 2 tab incoherencies	In Annex 4.8, Scenario 2 Tab, there are some issues with the references of the following cells : <ul style="list-style-type: none"> • Cell D11 refers to Cell G117 • Cell D12 refers to Cell G118 • Cell D10 refers to Cell G116 <p>These references appear to be incorrect. Can the EC take corrective actions and update the Annex ?</p>	30/03/2015 The Contracting Authority acknowledges errors on cells D11 and D12 which shall point respectively to L134 and E147. However cell D10 (Compensation linked to SLA events) points to G116, which is the right reference. Updated versions of the annexes will be provided as soon as possible.

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#	Submission date	Publication date	Question subject	Question	Answer
26 1	12/03/2015 18:37	30/03/2015 17:22	Annexes 13.1 & 13.2 FWC Parts I & II	Objection: We hereby refer to Article I.8.1 (e) of the Framework Contract (FC) wherein it is stipulated that the Commission will have the "rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (d) to third parties." Given the nature of Cloud services, the purpose of the exploitation of the results of the Contract should not be that the Commission has these rights to a Cloud provider's licensed pre-existing rights with respect to third parties, its contractors and its subcontractors. E.g.: (a)III (installing), (a)IV (arranging, compiling and combining), (a)V; (b); and (c)IV. Is the Commission willing to modify its proposed Framework Contract to better fit the scope of Cloud services?	30/03/2015 See answer to Question No. 96.

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#	Submission date	Publication date	Question subject	Question	Answer
26 2	12/03/2015 17:40	30/03/2015 17:25	TENDER FORM	<p>On the document, Annex 4, "TENDER FORM" is written: "This company shall fill in all sections of the questionnaires: – Sections 2 to 5.1 on its own behalf – Section 5.2 on behalf of the group of tenderers [...]"</p> <p>What are these sections? From our understanding, each company of the consortium must fill in: question 2 (tender form) question 3 QUESTIONS RELATING TO THE IDENTIFICATION OF THE TENDERER question 4.1 and 4.2 (exclusion) question 5.1 to 5.4 (5 SELECTION OF THE TENDERER –ECONOMIC AND FINANCIAL CAPACITY)</p> <p>Is our understanding correct? Thank you</p>	<p>30/03/2015 New versions of annexes 4, 5 and 6 update their §2 "Tender form" expected from tenderers whether for group of tenderers or for subcontractors. Updated versions of these annexes will be provided as soon as possible.</p>
26 3	12/03/2015 17:50	30/03/2015 17:26	Selection-technical&professional capacity 6.2 Have you enclosed descriptions of similar customer experience (inside or outside European Union) and their level of operability and performance?	Is there a particular template to use for this ?	<p>30/03/2015 There is no such template.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
264	13/03/2015 12:00	30/03/2015 17:28	Document: Framework Contract - Annexes 13.1 & 13.2 FWC Parts I & II and Annex 13.3 FWC Part III (General Terms & Conditions for ITCs) - LOT1	For LOT1: "The quarterly frequency of invoicing of services described in Article I.5.4 of Annex 13.3 FWC Part III (General Terms & Conditions for ITCs) and the 90 days maximum payment approval term for stipulated in I.5.1 of the Annexes 13.1 & 13.2 FWC Parts I & II result in a total period between delivery of a service by Provider and payment by the Commission of 180 days. This will result in high financing costs for the Provider and thus in higher prices. For this reason we are asking the Commission to reduce the payment approval term stipulated in I.5.1 from 90 days to 30 days?"	30/03/2015 See answer 147.
265	13/03/2015 12:17	30/03/2015 17:29	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Annex 5.7 - Technical Evaluation Questionnaire - Lot 2	The Word versions of annex 4.7 and 5.7 seem to have bugs : - when opening with MS Word 2010 it is not possible to select a "Yes" or "No" answer - using a work-around one can select a eg Yes answer for one given question. However selecting a "Yes" answer in the next question resets the previous choice. Could the EC update these documents ?	30/03/2015 The contracting authority does not manage to reproduce the issue described in the question, in spite of tests had been performed with MS Word 2010. The questioner is invited to submit a new question more explicit or to use the HTML version of the questionnaire which can be edited with MS Word among other word processors.

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#	Submission date	Publication date	Question subject	Question	Answer
26 6	13/03/2015 13:39	30/03/2015 17:38	Call for tenders: Cloud Services (CLOUD I)/Questions	<p>According to the tendering specifications, our understanding regarding the provision of an offer is that, each potential tenderer should provide:</p> <ul style="list-style-type: none"> •A set of 1 original and 2 copies which will include sections 1 to 6 of the questionnaire and all relevant evidence /documents, accompanied with an electronic copy of the offer. The hardcopies should include only sections 1 to 6 of the questionnaire and all relevant evidence /documents whether the electronic copy (only one) should include sections 1 to 6 and section 7 with all its supporting documents. •In addition as concerns the Financial offer, this will be provided only in electronic format and only once. <p>Can you please confirm our understanding?</p>	<p>30/03/2015</p> <p>For preparing and submitting an offer, please refer to §7 and §8 of the Guidebook (Annex 12). Pay also special attention to §3.5 “Formal aspects” of the Tendering Specifications.</p> <p>Electronic copies shall be provided in triplicate (one original and two copies). Moreover electronic financial and technical documents shall be provided on separated media.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
26 7	13/03/2015 16:46	30/03/2015 17:39	Deadline extension request	<p>We are designing a competitive, compliant and innovative solution that will provide superior benefits to the EU Institutions.</p> <p>Due to the complexity of the bid, the answering delay in some of our key questions and the issues we have reported with regards to several Annexes being incorrect, we hereby kindly request the submission deadline to be extended by at least one month. We have reached a point where we urgently require the EU Institutions to grant this extension, otherwise we believe we are not able to bid for this tender.</p>	<p>30/03/2015 See answer to Question No. 254.</p>
26 8	14/03/2015 10:34	30/03/2015 17:41	Financial questionnaires for all Lots.	<p>Can we use the empty cells or insert a new tab in the financial questionnaires to document/explain the pricing calculations used and the reduction mechanism applied? (Evidently, the structure of the document will not be changed). Or does the Commission prefer we use an separate document in annex to the financial questionnaires to document/explain the above? Please advise.</p>	<p>30/03/2015 The contracting authority authorises tenderer to insert a new tab to financial questionnaires to document/explain the pricing calculations used and the reduction mechanism applied, but no addition of empty cells.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
269	16/03/2015 13:52	30/03/2015 17:42	Project references, question 6.2 Annex 4	Shall the tenderers provide references signed by their customers? Is it enough to provide a description of the main project references? Thank you	30/03/2015 Question 6.2 for "Selection of the tenderer – Technical and professional capacity" requires minimum 2 and maximum 5 descriptions of similar customer experience. References do not need to be signed by customers.
270	17/03/2015 17:27	30/03/2015 17:42	Framework Contract	When Section II.12.4 of the Framework Contract, §2 refers to the "Commission's right to claim compensation for any damage suffered and recover any sums paid to the Contractor", wouldn't this refer to a termination for contractor's material only. In other words, if the termination is due to any other event than Contractor's breach, wouldn't the sums already paid remain with the Contractor? Thank you.	30/03/2015 §2 of II.12.1 of the Framework Contract does not refer to supplies only and is not amended.

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#	Submission date	Publication date	Question subject	Question	Answer
27 1	17/03/2015 17:28	30/03/2015 17:43	Audit	<p>Regarding audit by the 5 following bodies:</p> <p>1- European Commission - Human Resources and Security Directorate 2- European commission Disciplinary and investigative office 3- OLAF 4- European Commission Internal audit services 5- European data protection supervisor</p> <p>Could you please confirm that these bodies, when benefiting from the services, cannot act as regulatory authorities towards their own workload when this relates to audit rights? In other words, these bodies cannot launch a regulation-based audit as part of an investigation, into their own activities or data. Thank you.</p>	<p>30/03/2015 DG Informatics acting as Contracting Authority in this call for tenders cannot commit itself on behalf of others in the extreme situations mentioned by the question. If such a situation arises, it will be up to the mentioned Institution or body to deal with the ethical dilemma.</p>
27 2	17/03/2015 20:13	30/03/2015 17:44	Lot 1 Question SE5	<p>Lot 1 Question SE5 : Providers shall propose at least one of the two following forms of data eradication: "Immediate eradication" or "Eventual overwrite". The proposed choices don't allow the selection of "Eventual overwrite". Could you clarify ?</p>	<p>30/03/2015 See answer 129. Modifications have been published in Tendering Specification v9.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
27 3	17/03/2015 22:06	30/03/2015 17:45	Mistake in Question SLE8 Lot 1	it seems that there is a mistake in question SLE8 : There is no relation with question SLS9 ! Could you please confirm where documentation for SLE8 must be provided ?	30/03/2015 See answers 16, 37 and 73. Modifications have been published in Tendering Specification v9.
27 4	30/03/2015 16:39	30/03/2015 17:47	Clarification question concerning Annex 4.8 and Annex 5.8: Worksheet scenario 3	On the initiative of EC, the Commission's reply to Question No. 121 "Could the EUI specify what has been meant by Pricing per unit, section FQ1.SC3.3 (annex 4.8) & FQ2.SC3.3(annex 5.8). Would it be possible to specify the "UNIT" definition in more detail ? Volume based pricing and a flat fee pricing have a totally different behaviour." need to be revised. The official answer by EC to Question No. 121 can be found in the answer to the present question.	30/03/2015 In sections FQ1.SC3.3 (annex 4.8) & FQ2.SC3.3(annex 5.8), UNIT refers to the unit used by the provider to price the service The unit could be GB, MB, "line" in case of flat fee, or any unit that the provider choose. Unit, Unit prices and discounts shall in any case be consistent with the information provided in the "Price List Reference". Please take note that this answer specifically updates answer 121.

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#	Submission date	Publication date	Question subject	Question	Answer
27 5	18/03/2015 17:03	01/04/2015 14:28	Managed OS Services (lot 2) and varios managed middleware services (lot 3)	<p>We refer to the description of the (optional) provision of managed OS services (Lot 2) and of the various managed middleware services (Lot 3) as described in the 01 - Tendering Specifications and the description on page 18 of 02 – Annex 1 Tendering Requirements. Could you clarify the extent of the responsibility of the supplier:</p> <ul style="list-style-type: none"> · in the case of the provision of a managed OS: does this imply the supplier will also need to manage any storage attached to the OS and any required network connectivity ? · in the case of the provision of managed middleware: referring to the schema on page 18 of the Tendering Requirements which excludes the provision of managed OS services. How does DIGIT expect a supplier to take responsibility for middleware services, without having control of the layers on which it depends (such as the OS, storage, network,...) ? <p>Thank you.</p>	<p>01/04/2015</p> <p>In the case of managed OS (Lot 2): in the scope of this service (i.e managed OS) the supplier is not requested to manage all storage attached to the OS or all required network connectivity. However the supplier is expected to manage the storage which hosts the OS and the connectivity necessary to perform this management if need be (i.e. the supplier shall not ask to the customer any operation such as sharing connectivity to provide the service).</p> <p>In the case of managed middleware (Lot 3): The Contracting Authority expects that the supplier has full control of the layers on which the service depends and specifically the OS layer and necessary storage and network layers. Providers are however expected to manage network and storage services in relation such as applicative storage, or network topologies necessary to deploy architectures defined by the clients.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
27 6	19/03/2015 09:53	01/04/2015 14:28	Tendering specifications – subcontractors' subcontracting	The Tendering Specifications mention in – page 4/32, 'Subcontracting' section – “Subcontracting is permitted to subcontractors proposed in the offers submitted in reply to the call for tenders”. We understand Subcontracting to subcontractors is not allowed during the execution of the contract. But is it allowed before the execution of the contract, ie. is it allowed to be part of our proposal ?	01/04/2015 See answer to Question No.29. Subcontracting to subcontractors is not allowed neither during the execution of the contract nor in the tender.
27 7	19/03/2015 09:58	01/04/2015 14:29	Annex 4.8 - Financial Questionnaire - Lot 1	In "Annex 4.8 - Financial Questionnaire - Lot 1, Price List Reference" sheet, can the EC confirm that the following notification “The provider shall document in this section discounts planned in their price scheme not listed in the previous section”, appearing in 'FQ1.PL.10.1 Specific billing services' – line 355 - is irrelevant and thus not applicable in this precise section (NB : It is relevant under section 'FQ1.PL.10.2 Discounts and is mentioned on line number 368) ?	01/04/2015 The Contracting Authority confirms that the notification “The provider shall document in this section discounts planned in their price scheme not listed in the previous section”, appearing immediately under "Specific billing services" in "Annex 4.8 / FQ1.PL.10.1", "Annex 5.8 / FQ2.PL.10.1" and "Annex 6.8 / FQ3.PL.10.1" is irrelevant and shall be ignored by tenderers which shall read "The provider shall document in this section specific services in relation to billing."

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#	Submission date	Publication date	Question subject	Question	Answer
27 8	19/03/2015 17:43	01/04/2015 14:30	sections 4.2 (Geographical constraints) and 5.3 (Operating places of the service)	<p>From sections 4.2 (Geographical constraints) and 5.3 (Operating places of the service), we understand all user data from deployed instances and services must reside on the European Union territory.</p> <p>We also understand that this does not apply</p> <p>a. neither to metadata, configuration, monitoring and billing data; and the teams managing those tools & data</p> <p>b. nor to Delivery teams that do not manage the systems, such as the service desk</p> <p>Could you please confirm our understanding?</p>	<p>01/04/2015</p> <p>See answer to Question No. 42.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
27 9	23/03/2015 09:55	01/04/2015 14:32	Mismatches between clarifications and today's version 9 dd 16/03/2015 version of the Technical Evaluation Questionnaire(s).	<p>Example. When comparing the technical evaluation questionnaire for Lot 1, part of "Complete tendering specifications-electronic, version 9, dd 16/03/2015" we notice that the Commission's answer of Clarification #130: "In choices, instead of: <Customers are not allowed to define their own API keys - choice is ELIMINATORY", providers should read: "Customers are not allowed to define their own API keys - grant 0% of points of the criterion> is not in the Technical Evaluation Questionnaire version 9, dd 16/03/2015.</p> <p>Given only the Technical Evaluation Questionnaires are part of the proposal, it is of the utmost importance these fully reflect all of the clarifications given by the Commission. Can DG DIGIT therefore please release new electronic version of the Technical Evaluation Questionnaires for all Lots, containing all of its clarifications 'either in track changes or highlighted' compared to the original versions? Thank you.</p>	<p>01/04/2015</p> <p>The Contracting Authority provides new version of annexes 4.7, 5.7 and 6.7 with the present answer. In any case the last numbered version is the only valid version.</p> <p>Due to the number of modifications in the Technical evaluation questionnaires and the related answers to questions sent until now, the contracting authority is not in a position to provide a version containing "track changes" as requested in the question, for the reason of maintaining clarity on the latest applicable version of the Technical evaluation questionnaires.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
280	23/03/2015 11:16	01/04/2015 14:33	All Financial Questionnaires	Ref: all financial questionnaires; tab scenario 2 If in section SC2.3.2 the license model "Only retailed by provider" is chosen, the number of needed licenses varies over the years (as a result of the changing number of instances and cores). Yet there is only one "Units" column available. If the needed licenses (or support supplements) are based on monthly fees , must the "Units" column contain an average volume multiplied by 12*4?	01/04/2015 In case license charges are monthly fees, the tenderer shall indicate in the Unit column the fee model (e.g. per CPU/Month), therefore in this case the Units column shall contain indeed the unit price multiplied by 12 (months) and by 4 (years) as stated in the question.
281	23/03/2015 11:17	01/04/2015 14:34	All Financial Questionnaires	Ref: all financial questionnaires; tab scenario 2 Cell D10 refers to G117 while it should refer to L134. Could this be a mistake? Cell D11 refers to G118 while it should refer to E147. Could this be a mistake?	01/04/2015 See answer to Question No. 260; the issue was present only in Annex 4.8, not in other annexes.

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#	Submission date	Publication date	Question subject	Question	Answer
28 2	23/03/2015 11:18	01/04/2015 14:35	Ref: all financial questionnaires; tab price list reference	If no periodicity can be indicated (e.g. in section FQ3.PL.2.1 or FQ1.PL.3.4), how should we understand the column "Unit price"? Is it a one-time cost, or can we indicate the periodicity in the remarks or description fields?	01/04/2015 Tenderers are completely free to define their pricing model. The "unit" field shall represent the lowest level granularity of billing. For instance the Unit for section FQ1.PL.3.4 (Managed Operating System services) can be "per instance, per month", "per cpu, per hour", "per year", "for the whole service, per year"... Abbreviation such as "/cpu/month" (e.g. "per cpu, per month" can be used in the column "Unit" provided they are obvious or explained in the description column. The Contracting authority reserves the right to ask for further clarifications should the need arises.

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#	Submission date	Publication date	Question subject	Question	Answer
283	23/03/2015 14:19	01/04/2015 14:36	Standard APIs	<p>Tendering Specifications par. 5.2 Purpose pag 14: "If APIs are provided they will have to follow regular industry standards (OpenStack, CloudFoundry)".</p> <p>Does it mean that proprietary APIs standard is not accepted by the present UE's Tender?</p> <p>Is the Tender limited to the standards: OpenStack and CloudFoundry?</p>	<p>01/04/2015</p> <p>The tender is not limited to OpenStack and CloudFoundry. Tendering specifications provide these references as examples of APIs or platforms to be followed. The Contracting Authority will accept proprietary API, as reflected in technical evaluation questionnaires. However, tenderers shall notice that special attention is given to usage of widely used APIs or compatibility packages in order to avoid vendor lock-in as much as possible. This is also valued in technical evaluation questionnaires.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
284	23/03/2015 14:53	01/04/2015 14:39	Document: Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 Page:38 Topic – DCS2 High availability (HA) and Disaster recovery (DR)	<p>DCS2: "Providers must include a description of how it satisfies or not high availability (HA) and disaster recovery (DR) requirements. Description of the answer to DR and HA requirements is sufficient to satisfy this selection criterion."</p> <p>a) Does HA mean the ability of the platform to handle any single component failure? If not, please give your definition of HA.</p> <p>b) Does DR mean the Recovery of the platform after a complete site is taken out due to force majeure or other influence beyond the control of the provider? If not, please give your definition of DR?</p> <p>c) We understand that the wordings HA and DR only refer to the platform itself. HA and DR on Instance- / OS- or Application level are not in the scope of IaaS.</p> <p>When referring to HA/DR:</p> <p>i. does the question addresses how the provider handles HA/DR for platform components OR</p> <p>ii. does the EC want to know which capabilities the platform provides in order to ensure HA/DR on Instance-/OS- or Application level?</p>	<p>01/04/2015</p> <p>a) HA refers to High Availability: the Contracting Authority confirms that it asks for the strategy proposed by the tenderer to the customers to mitigate any single component failure.</p> <p>b) DR means Disaster Recovery: the Contracting Authority asks for the strategy proposed by the tenderer to circumvent or recover from disastrous events which may affect customer's operations, and includes "force majeure or other influence beyond the control of the provider". As any IT organisation EU's IT departments have to define Disaster Recovery Plans, which shall take into account DR strategy of Cloud service providers.</p> <p>c) HA and DR are not at instance/OS/application level, in all lots of the tender.</p> <p>When referring to HA/DR, the Contracting Authority asks for the strategy of the provider regarding high availability and disaster recovery at the level of his choice (e.g. site, platform component...) but does not expect a description of a strategy at instance/OS/application level.</p> <p>Tenderers shall refer to criteria DCE4 (under Annexes 4.7, 5.7, and 6.7 of the Tendering specifications, from</p>

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#	Submission date	Publication date	Question subject	Question	Answer
					the Tendering specifications, from version 9) for specific quantitative criteria evaluated for DR and HA.
28 5	23/03/2015 15:28	01/04/2015 14:41	Subcontracting	<p>"Tendering specifications" par. 4.5 Subcontracting "Furthermore, additional levels of subcontracting (e.g. subcontracting of subcontracts) are not allowed during the execution of the contract." and "Annex 12 - Guidebook for tenderers" par. 6.2 Subcontracting "Furthermore, additional levels of subcontracting (e.g. subcontracting of subcontracts) are not allowed during the execution of the contract unless a prior written authorization has been granted by the Commission."</p> <p>Is the additional level of subcontracting (e.g. subcontracting of subcontracts) allowed by the present UE's tender? If yes, is the tenderer required to ask for a Commission's authorization before the submission of the reply to the tender?</p>	<p>01/04/2015 Additional levels of subcontracting (e.g. subcontracting of subcontracts) will not be allowed during the execution of the contract. Additional subcontracting (either at the level of a Specific Contract or at the level of the Framework Contract) during the execution of the contract will only be possible after prior written authorisation from the European Commission.</p>
28 6	23/03/2015 16:29	01/04/2015 14:41	Indexation of pricing	Can the Commission confirm the index to which the price indexation of the tenderers' pricing will be linked, and can the Commission define the price indexation mechanism that will be applicable to the FC resulting from this tender?	<p>01/04/2015 Price indexation is not foreseen. See Article I.3 "Contract prices" of the Special Conditions (Annex 13.1)</p>

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#	Submission date	Publication date	Question subject	Question	Answer
287	24/03/2015 16:19	01/04/2015 14:42	Lot 2, criterion CS9, instance maintenance migration	Is it acceptable that in case of hardware or service maintenance, the availability of the application is guaranteed, instead of the availability of the instance?	01/04/2015 The Contracting Authority confirms it is acceptable that in case of hardware or service maintenance, the availability of the application is guaranteed instead of the availability of the instance. The Tenderer shall document the solution in its tender submitted under the present Call for Tenders.
288	25/03/2015 11:23	01/04/2015 14:47	Tendering Specifications versions	May we kindly ask you to publish a version of the Tendering Specifications with track changes? Having these reached version 9 (on March 25), it is extremely difficult for bidders to follow all the changes and to make sure the content they have already produced for the different questions isn't out-of date.	01/04/2015 See Answer to Question No. 279.

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#	Submission date	Publication date	Question subject	Question	Answer
289	26/03/2015 22:40	01/04/2015 14:48	Objection	Objection: The commission makes reference to OpenStack or OpenStack specific features (SOE3, DCE6). In the answer to question 12 submitted to the European Commission, the commissions explains in its reply how to work around a limitation of the OpenStack platform. We consider this focus on OpenStack questionable from a vendor-neutrality perspective. OpenStack is a platform among many others and we would expect that other solutions should be considered at the same level.	01/04/2015 The Contracting Authority provides OpenStack as an example in criteria SOE3 ("...(e.g. OpenStack)..."), and DCE6 ("...For instance,..."). The Contracting Authority answers in question 12 to a specific question and would have answered similarly to questions related to other stacks or library. The Contracting Authority will consider all solutions at the same level, although, as stated in the tendering specification will value solution which will ease portability and avoid vendor's lock-in. See also answer to Question No. 283.

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#	Submission date	Publication date	Question subject	Question	Answer
290	26/03/2015 23:11	01/04/2015 14:53	Objection	<p>Objection:</p> <ul style="list-style-type: none"> - The commission makes reference to OpenStack or OpenStack specific features (SOE3, DCE6). - In the answer to question 12 submitted to the European Commission, the commissions explains in its reply how to work around a limitation of the OpenStack platform. - In the reply to question 209 the Commission replies: "Specifically a provider running OpenStack will be granted all points of this criterion" <p>-> We consider this strong focus on OpenStack questionable from a vendor-neutrality perspective. OpenStack is a platform among many others and we would expect that other solutions should be considered at the same level.</p>	<p>01/04/2015</p> <p>See answer to Question No. 289. Specifically regarding answer to question 209, all points will be granted to providers exposing an API compatible with another Cloud Provider. In the case of OpenStack, which is known as being used by several Cloud providers, the Contracting Authority can state already that all points will be granted to providers exposing OpenStack APIs. The aim of the Contracting Authority is still to seek for portability and avoid vendor's lock-in.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
29 1	27/03/2015 09:22	01/04/2015 14:54	Annex 5.7 - Technical Evaluation Questionnaire - Lot 2	<p>EU changed several criteria from Mandatory to not mandatory. The "Summary of changes" document states for eg NS4 : "Answering No to the questions of this criterion is NOT ELIMINATORY". And then later : " To reflect the changes criteria NS4p and NS5p are introduced for Lot 2 and Lot 3, requesting only documentation from the providers".</p> <p>While in the updated annex 5.7 NS4 has been replaced by NS4p one can also see that the wording corresponding to a mandatory requirement is still there : " Answering No, or not answering to the questions of this criterion is ELIMINATORY".</p> <p>These 2 statements are obviously contradictory. Finally as per the summary of changes document : " Tendering specifications prevail over the present summary in case of discrepancies".</p> <p>Assuming EC's intention is to actually have such requirements not be mandatory anymore could EC make available a new version of the annex 5.7 ?</p>	<p>01/04/2015 The Contracting Authority acknowledges the inconsistency. Tenderer shall disregard the fact that anything is ELIMINATORY in criteria NS4/NS5/NS4p/NS5p. The Contracting Authority provides new version of annex 5.7 and 6.7 with the present answer.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
29 2	27/03/2015 15:06	01/04/2015 14:54	Annex 13.3 Part III, Section 9 Training & Documentation	In an effort to reduce costs, and in turn, pass these cost savings onto our customers, we only offer training and related documentations online. Please can the EU Commission confirm if this is acceptable under Section 9, Annex 13.3.	01/04/2015 The Contracting Authority confirms that offering training and documentation only online is acceptable.
29 3	27/03/2015 16:41	01/04/2015 14:55	Annex 4.7 - Technical Evaluation Questionnaire - Lot 1 NS10 and NE10 criteria updates	<p>With regards to answer 167 in the Summary of changes to mandatory requirements document one can read : "All lots, NS10 (IPv6 support)"</p> <p>However NS10 criterion describes EC requirements about Dedicated space for customer hardware. Furthermore updates about IPv6 requirements described in question 167 have been applied to the NS10 section of the annex 4.7, replacing (perhaps mistakenly) the previous questions of the NS10 criterion.</p> <p>Given that "Tendering specifications prevail over the present summary in case of discrepancies" could EC issue an updated version of annex 4.7 ?</p>	01/04/2015 The Contracting Authority provides new version of annex 4.7, 5.7 and 6.7 with the present answer.

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#	Submission date	Publication date	Question subject	Question	Answer
294	27/03/2015 17:57	01/04/2015 15:00	Tender documentation (updates)	<p>Following the last updates on March 25th and 26th, we observe some contradictions between the Q/R and the updated documentation; examples are Q/R # 130 with regards to requirement SES26 and the new financial scenario as per Q 121 does not appear to be reflected in the new documents and the spreadsheets so far.</p> <p>In order to allow the competition to have an equal access to the final requirements, may we suggest the Commission to provide a complete and editable version of the tender documentation at her earliest convenience? Once published, the Commission would allow 30 days to complete the tender. Thank you to take our request into consideration.</p>	<p>01/04/2015</p> <p>For the part of the question regarding answer to Question No. 130 please refer to answer to Question No. 279 as far as criterion SES26 is concerned.</p> <p>For your question regarding answer to Question No. 121 please refer to answer to Question No. 274 and version 9 of annex 4.7 already published.</p> <p>With regard to the request for complete and editable version of the Tendering specification and extension of the tender submission deadline the Contracting Authority provides new version of the Tendering Specifications with the present answer and advises tenderers to see answer to Question No. 254.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
29 5	30/03/2015 11:58	01/04/2015 15:02	Objection on CS11	<p>What is the European Commission understanding by “local virtual console”? If you would require console access at the hypervisor level would you be ready to accept the huge increase of cyber-attack surface this requirement causes. For that reason the COTS cloud solutions commonly offer SSH and RDP access. Would you accept the use of SSH and RDP? Can you provide us with use cases where the use of SSH and RDP would not suffice your requirements?</p> <p>Thank you.</p>	<p>01/04/2015 By “local virtual console” the contracting authority refers to the console management of the instance such as command-line interface of the instance, but does not refer to any hypervisor functionality which shall remain under the responsibility of the Cloud service provider. SSH or RDP accesses fully satisfies the requirements.</p>
29 6	30/03/2015 11:59	01/04/2015 15:04	objection on SOE3:	<p>The explicit reference to OpenStack compatibility is questionable from a vendor-neutrality perspective. We ask the European commission that the question should be updated to focus rather on the standards used to build those APIs that should be 100% open and documented.</p> <p>Thank you</p>	<p>01/04/2015 See answer to Question No. 289.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
297	30/03/2015 12:21	01/04/2015 15:05	Lot 2 and 3. Answer 59 in "Summary of changes to mandatory requirements"	<p>Answer 59 in "Summary of changes to mandatory requirements" states that "... services requested in criteria NS4 and NS5 for Lot 2 and Lot 3 are NOT MANDATORY, though answering to the questions and documenting the answer to the criteria is MANDATORY. In other terms:</p> <ol style="list-style-type: none"> 1. Answering No to the questions of this criterion is NOT ELIMINATORY 2. NOT ANSWERING to the questions of this criterion is ELIMINATORY 3. NOT PROVIDING supporting document(s) or explanation on the answers is ELIMINATORY". <p>However the respective Technical Evaluation Questionnaires version 9 dd. 25-Mar still state in the field 'Mandatory Service' that: "Answering No, or not answering to the questions of this criterion is ELIMINATORY". Can DG DIGIT amend that field to: "Not answering to the questions of this criterion is ELIMINATORY" and publish a corrected version of the respective Technical Evaluation Questionnaires?</p>	<p>01/04/2015 See answer to Question No. 279. The Contracting Authority provides new version of annex 4.7 with the present answer.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
298	30/03/2015 14:57	01/04/2015 15:06	Lot 1. "SE26. Multiple API keys per customer".	<p>Following further analysis of criterion SE26, can DIGIT amend the 'Related Service'-description of SE26 with: "If providers require API keys to access management functions then providers must allow customers to define and own multiple API keys. Keys may not be necessarily provided by customers and it is accepted that providers offer a key-generation service for this criterion.</p> <p>If providers do not require API keys to access management functions (as secure access is per example granted via REST based APIs as requested in MDE1) then rights for accessing API functions will be steered by equivalents account policies." Given the above, can you also add a new fourth check-box in the underlying questions: "Alternative secured access control to API management functions are available."</p>	<p>01/04/2015</p> <p>See answer to Question No. 169, where the requirement is announced being optional in new version of tendering specifications. The criterion is no further modified.</p> <p>The Contracting Authority provides new version of annex 4.7 with the present answer.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
299	30/03/2015 15:16	01/04/2015 15:07	Deadline for raising questions and DG DIGIT's response time to questions/clarification requests.	<p>1. The deadline for submitting an offer is currently extended to 29-Apr-15, but the deadline for raising questions has not been extended. Can DG DIGIT extend the deadline for raising questions accordingly to 22-Apr-15?</p> <p>2. Could DG DIGIT also make sure questions or clarification requests are answered within the shortest delays possible. (Some of ours are outstanding since 12-Mar-15). Thank you for your understanding.</p>	<p>01/04/2015</p> <p>The deadlines for making objections to mandatory questions and raising any other questions were already updated accordingly (to 15 April 2015 and 22 April 2015 respectively) in Version 3 of the Invitation letter, published in the Document Library of the present call for tenders on E-ted (https://etendering.ted.europa.eu/cft/cft-documents.html?cftId=684)</p>
300	30/03/2015 15:19	01/04/2015 15:09	Annex 4.8 Financial questionnaire Lot 1. New release	<p>In your answer about the question 12, EC indicated that the modified financial questionnaires will be provided as soon as possible. Could you please provide us a commitment when this new updated or latest version will be published ? Thank a lot.</p>	<p>01/04/2015</p> <p>It was published as v. 10 on 30 March 2015. For the sake of clarity you can find the financial questionnaires in v. 11 of the Tendering Specifications (published on 01.04.2015) without any further modification, provided with the present question.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
30 1	31/03/2015 10:55	07/04/2015 12:07	IPR	<p>As an IT cloud service provider, the intended outcome of our assignment is not to provide any 'results' but to provide services with certain KPIs. It is a legitimate corporate concern that we need to, as part of our internal policies, safeguard all intellectual property rights involved in the delivery of our cloud services. Is the European Commission able to indicate and confirm us, how and by which manner we can make sure that, in submitting an offer and/or executing its subsequent assignment in case of contract award, we are able to safeguard abovementioned rights and how we can avoid misunderstanding and/or confusion with regards to the (non-) existence of 'results' or the (non-) producing of 'results' ? Or how can we avoid that our services will or are not being wrongfully considered as 'results' ?</p> <p>Is the European Commission able to confirm that under this assignment no 'results' shall be created?</p>	<p>07/04/2015</p> <p>Your understanding of the contract as being a provision of services is correct. The European Commission has no intention to use in an unauthorised manner the intellectual property rights of future contractors. See Article I.12 of the Special conditions (annex 13.1) where the definitions of IaaS and PaaS confirm this notion. In case of discrepancy, Special conditions prevail over General conditions (e.g Article II.17). However the use of the services under the future contracts shall be guaranteed against prices (and related conditions, discounts, limitations of use, etc) offered by tenderers under the present Call for tenders, and accepted by the Contracting authority as being all-inclusive prices (i.e no additional costs of whatever nature, e.g license costs for using (indirectly) contractor's infrastructure software, or costs for use of support supplements, etc. during the period in force of the framework contract can be requested after framework contract's signature).</p>

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#	Submission date	Publication date	Question subject	Question	Answer
302	31/03/2015 14:57	07/04/2015 12:08	Regarding Question and Answer #168	Q. Within the answer #168, does the EU refer to a common IP subnet and VLAN of the portal/dashboard/API-end points of the cloud service, or is EC referring to a common IP subnet and VLAN for the External Network of the Virtual Private Cloud (where the virtual instances are provisioned), or are you referring to all provisioned networks within the tenants Virtual Private Cloud?	07/04/2015 Virtual instances provisioned of a tenant shall be able to share a common network spread among all sites of the provider and provisioned instances of tenants (i.e. for lot 1 EU institutions) shall be segregated by institutions in these shared networks, as described in Annex 1, section 4.3.
303	31/03/2015 16:42	07/04/2015 12:09	"Annex 4 - Questionnaires - Lot 1" following clarification 262 published on 30-Mar.	In the case the Main Contractor does actually not need to rely on the capacities/resources from a subcontractor for his performance of the contract, can the Commission please confirm that said subcontractor does not have to complete section 6 (Technical and Professional Capacity) of Annex 4 - Questionnaires - Lot 1?	07/04/2015 We confirm this. See the "NB" section on page 4/11 of Annex 4.

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#	Submission date	Publication date	Question subject	Question	Answer
304	31/03/2015 16:44	07/04/2015 12:09	Editable version of tender documentation (2)	Regarding EC answer to question 258, even if the latest numbered (.PDF) version is the valid one, how should tederers proceed having only editable forms and questionnaires of a previous version, as the latest .PDF version is not accompanied by the equivalent electronic (editable) version? Both versions (electroninc and numbered) should be published the same day and there should be certainty that both are the same (answer to Q258 states they "might" be the same). Could the Commission please make systematically available all editable files used to produce the .PDF for the latest (valid) version of the tender specifications, each time a new version is published?	07/04/2015 The Contracting authority makes regularly sure that, for one and the same version of the Tendering specifications, both versions (electronic and numbered) of each underlying document have been published the same day and they both are the same as regards their contents. Please check all documents uploaded in the Library of this Call for tenders on e-TED (under some of the sections e-TED can yield several pages of results). In case an editable version is still not found, please contact DIGIT-CONTRACTS-INFO-CENTRE@ec.europa.eu.

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#	Submission date	Publication date	Question subject	Question	Answer
305	01/04/2015 13:21	07/04/2015 12:15	Changes to tender documents (2)	Regarding EC answer top Q257: if an new version of tender specs is published nearly every week, tenderers need clarity about what has changed. Without a list of changes, or an editable version of the latest specs, tenderers are obliged to "discover" the changes themselves. Note that one answer to questions may lead to changes in several parts of the tender documentation. Consequently: please provide for each new tender specs version (a) an editable version, (b) clear indication of the changes (a list or tracked changes). Thanks.	07/04/2015 See answer to Question No.304. In addition, the only documents under the Tendering specifications package which have been modified in its version 9 (compared to v.8) of 25.03.2015, v10 (compared to v.9) of 30.03.2015, and in v 11 (compared to v. 10) of 01.04.2015 are as follows: 1. Tendering specifications Version 9: Annex 1, Annex 4.7, Annex 4.8, Annex 5.7, Annex 5.8, Annex 6.7, Annex 6.8, Annex 8, Annex 9, Annex 10, Annexes 13.1 &13.2; 2. Tendering specifications Version 10: Annex 4, Annex 4.8, Annex 5, Annex 6; 3. Tendering specifications Version 11: Annex 4.7, Annex 4.8, Annex 5.7, Annex 5.8, Annex 6.7, Annex 6.8. Moreover, in case a reply by the Contracting authority to a question submitted during the tender preparation period of the present Call for Tenders introduces a modification which has not been reflected in other relevant document(s) forming part of the Tendering Specifications then the Contracting authority will consider that the reply to that question has precedence in case of contradiction between the reply and the document. In case one and the same issue has been clarified in several replies provided by the Contracting authority

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#	Submission date	Publication date	Question subject	Question	Answer
					provided by the Contracting authority during the tender preparation stage the latest reply will have precedence in application, in case of contradiction between those replies.
306	01/04/2015 17:39	07/04/2015 12:16	Annex I Special Conditions Clause 1.3 (contract prices updated every 6-months)	Contract rates will be agreed and committed upon before contract signature. However, if there are no changes to our list rates and cost base, will the EU Commission accept confirmation at each 6-month interval that there are no planned rate adjustments? If however, there is a material change to our cost base, we can inform the Commission of the likely impact to their pricing subject to their acceptance. Please confirm.	07/04/2015 Where there is no change in the contractor's list rates during a 6-month interval the contractor may declare this. However in this case the contractor must demonstrate (by providing evidence from independent sources) that its rates preserve their initial relationship to the prevailing market price for equivalent items which relationship was applied in setting tenderer's rates in replying to the present call for tenders. Tenderers are reminded of Article I.3.3. where it is mentioned that "... prices may be reduced at any time, but never increased".

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#	Submission date	Publication date	Question subject	Question	Answer
307	01/04/2015 17:42	07/04/2015 12:16	Annex III GTC Info Clause 1.3.1 (Most Favoured Partner, Most Advantageous Price)	Will the EU Commission accept that Most Favoured Nations (MFN) will be limited to apply to similar situated customers, with a similar geographical reach, scope of services and spend profile?	07/04/2015 Clause 1.3.1 does not discriminate amongst nations. The Contracting authority expects to receive most advantageous prices which are equal or lower to those offered by the future contractors to any of their clients for similar scope of services and spend profile (where scope of service and spend profile shall be considered to comprise the totality of all participating institutions mentioned, both explicitly and implicitly, under the Preamble of the Framework contract - Annex 13.1).

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308	01/04/2015 17:42	07/04/2015 12:18	Annex III GTC Info Clause 2.10 (Benchmarking)	Can the EU Commission clarify the frequency of the intended formal benchmarking over the initial term? Also, will the Vendor have the ability to withdraw the service, without any liability vis-à-vis EU Commission, if the benchmarking results are not commercially viable to implement?	<p>07/04/2015 See Article I.11 of the Special conditions of the Framework contract. In principle the Contracting authority does not envisage benchmarking exercises to have higher frequency than once per year. However, if the contracting authority decides that the contractor does not fulfil in a convincing manner its obligations under Article I.3.3 of the Special conditions, the contracting authority may initiate benchmarking exercises at a different frequency.</p> <p>The results of the benchmarking cannot constitute a ground for early termination of the contract.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
309	02/04/2015 11:45	22/04/2015 09:19	Tender form	With reference to Annex 5 - Questionnaire - Lot 2, Paragraph 2 Tender Form, in cases where a tenderer in providing the offer/service is supported by a sister (not parent) company, which, in its turn, has its own subcontractor, is the tenderer allowed to submit the offer as a sole tenderer (including in the file, of course, the documents referred to in 6.2.2 of the Guidebook for Tenderers) or this has to be considered as a 'Group of tenderers' configuration?	22/04/2015 Yes, when a company intends to submit a tender alone relying on the capacities of a sister company then this company shall submit an offer as a "sole tenderer". When a sole tenderer wants to use subcontractors those subcontractors must be mentioned in the Tender form of the sole tenderer as its own subcontractors. When a company plans to submit a tender with "horizontal" partners, then that tenderer and its partners represent a "group of tenderers" and this group shall declare in the Tender form of the group of tenderers any subcontractor it will use.

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#	Submission date	Publication date	Question subject	Question	Answer
310	02/04/2015 15:42	22/04/2015 09:21	Audit	<p>1- The tenderer acknowledges that the Bodies of the European Union listed in criterion GS1 (Security Directorate, IDOC, OLAF, IAS, EDPS) explicitly demand to be able to perform audits or investigation, and that the evidence to be provided will depend on the nature of issues being investigated, the specifics of which cannot be established in advance. The tenderer further understands that the object and scope of such Bodies' audit will be performed strictly in accordance with their mission, i.e. a regulation-based audit.</p> <p>We also assume that these bodies will act in accordance with the principle of impartiality, as is expressly foreseen in several sources such as the Code of Conduct of the European Court of Auditors', or the OECD Privacy Guidelines.</p> <p>This principle entails in our view that the 5 regulatory bodies listed in criterion GS1 will not conduct an audit or an investigation into their own activities, as it would raise an issue of conflict of interest.</p> <p>2 - Furthermore and pursuant to Section II.14 of the Framework contract, we understand that the European Court of Auditors, as well</p>	<p>22/04/2015</p> <p>1- The Contracting Authority confirms that audits performed by the above mentioned bodies shall be compatible with the principle of absence of conflict of interest and will be performed in accordance with their mission and the provisions of the framework contract. Audits, if any, into the activities of the five regulatory bodies listed in criterion GS1 shall be performed with utmost care to avoid possible conflicts of interests.</p> <p>2- Audits of contractor's documents related to its cost structure or margins are in principle not performed, unless if the contracting authority, or any of the five regulatory bodies mentioned in the question, has reasons to believe that best commercial practices or relevant legislative provisions have not been observed.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				<p>European Court of Auditors, as well as the European Commission or an outside body are "empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union", i.e. the Contractor. In accordance with the principles stated above, and as the contractor's documents related to its cost structure or margins do not relate to performance of the contractual commitments, we do not expect these documents to be audited.</p> <p>Could you please confirm these understandings? Many thanks.</p>	

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#	Submission date	Publication date	Question subject	Question	Answer
311	02/04/2015 15:45	22/04/2015 09:25	09 - Annex 5.7 - Technical Evaluation Questionnaire – Lot 2 and 12 – Annex 6.7 – Technical Evaluation Questionnaire – Lot 3, both at version 11	<p>We refer to 09 - Annex 5.7 - Technical Evaluation Questionnaire – Lot 2 and 12 – Annex 6.7 – Technical Evaluation Questionnaire – Lot 3, both at version 11. The following changes announced in the Q&A do not seem to have been integrated into the evaluation questionnaire. Could you confirm the updates:</p> <ul style="list-style-type: none"> · MDS 3: reduction in scope mentioned in the 'Summary of changes to mandatory requirements' has not been made in the evaluation questionnaire · SLE8, BE1, BE2, BE3, BE4: No supporting documents should be provided (cfr answer to question 37) · NE1 (Lot 3): weighting factor should be 50 (in line with answer to question 208) · NE3 (Lot 3): weighting factor should be 20 (in line with answer to question 208) · MDS2: 'configurable' should be dropped as per answer to question 212 · CS9: changed to 'not mandatory' by answer to question 210 <p>Thank you.</p>	<p>22/04/2015 MDS3, all lots: The Contracting Authority confirms that section "Related Service" of criterion MDS3 shall be read: "The provider must document how he implements incidents management (methodology, processes) and the communication channel available to him. Providers must offer an incident management system for identifying, submitting and tracking cloud service incidents." as stated in 'Summary of changes to mandatory requirements'. SLE8, BE1, BE2, BE3, BE4: For BE1, BE2, BE3, BE4, supporting documents shall be provided for BS1, BS2, BS3, BS5 as explained in the questionnaire. For SLE8, supporting documents shall be provided for SLS10 as explained in the questionnaire. NE1 (Lot 3): the Contracting Authority confirms that the weighting factor is 40 as stated in the technical questionnaire, annex 6.7. NE3 (Lot 3): the Contracting Authority confirms that the weighting factor is 15 as stated in the technical questionnaire, annex 6.7. MDS2: the Contracting Authority confirms that providers must disregard the term "configurable". CS9: The Contracting Authority confirms the writing of CS9 in version</p>

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#	Submission date	Publication date	Question subject	Question	Answer
					confirms the writing of CS9 in version 11. The functionality (i.e. " instance maintenance mitigation") is no longer requested but the strategy put in place by the tenderer shall be documented in its offer submitted under the present call for tenders. Tenderers are expected to take into account the above clarifications. No new versions of questionnaires will be released.
31 2	02/04/2015 18:59	22/04/2015 09:26	Deadline and versions of the tender	Shall we expect a new release of the RFP looking at ending question date being April 22nd and the proposal due date of April 29th?	22/04/2015 The Contracting Authority will release new version of the tendering specifications if necessary.

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#	Submission date	Publication date	Question subject	Question	Answer
313	03/04/2015 11:58	22/04/2015 09:28	sections 4.2 (Geographical constraints) and 5.3 (Operating places of the service)	We refer to the Commission's answer under question 42. We understand that for the Commission it is, under certain conditions, acceptable that the systems would be managed from outside the EU. Would it be acceptable for the Commission if all the "client application data" (i.e. all data not being "technical system management data as defined further on) would be hosted in the EU and therefore subject to EU data protection laws and the jurisdiction of EU courts; and that only such technical configuration data necessary for the management of the systems would be hosted outside the EU ? Technical configuration data would be limited to the following: monitoring, billing, configuration & metadata. As we expect that many candidates may face this problem, can you confirm whether such approach (i.e. "client application data exclusively hosted in the EU and some limited "technical system management data" hosted outside the EU) is acceptable ? In case this would not be acceptable, can you please indicate what concrete minimum measures must be taken for the set-up to be in compliance with the Commission's requirements ?	22/04/2015 With reference to the answer to question 42, the Contracting Authority clarified the scope of the geographical constraints for the hosting of the data and its operating places of service, and the obligation given to the tenderer to document precisely deviations. The Contracting Authority confirms that the approach "client application data exclusively hosted in the EU and some limited "technical system management data" hosted outside the EU" is acceptable. However, it is reminded that only EU laws must be applicable to the data and its processing. Thus, the documentation provided by the tenderer must be sufficient to demonstrate the above and will be subject to thorough scrutiny during the evaluation.

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#	Submission date	Publication date	Question subject	Question	Answer
				Commission's requirements ?	
31 4	03/04/2015 12:04	22/04/2015 10:01	Financial Questionnaires for Lot 2 and Lot 3, scenario 5	Could it be that the formulas in cells D8:D10 refer to the wrong cells?	22/04/2015 D8 shall refer to H38; D9 shall refer to I50; D10 shall refer to J61. However the sum for the scenario being correct, no new versions of the annexes will be released.
31 5	03/04/2015 16:47	22/04/2015 10:03	All financial questionnaires, FQx.PL.8.2	The tables relating to the penalty system do only allow a fixed amount of credits per unit deviation from service level: Penalty in €/unit. Can this column also be used to declare a relative value, i.e. a percentage of the value of services delivered?	22/04/2015 The Contracting Authority confirms that this column can be used to define a different mode of calculation such as "percentage of the value of services delivered" provided the mode of calculation is explained in the remark column.

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#	Submission date	Publication date	Question subject	Question	Answer
31 6	07/04/2015 09:27	22/04/2015 10:04	Managed services on Lot 3.	<p>It is stated on the one hand in Annex 1 §2.3 that no OS management services are required for Lot 3. On the other hand DIGIT requests in the technical evaluation questionnaire with each stack: managed services, monitoring services, patching and dedicated application teams.</p> <p>Our questions:</p> <ul style="list-style-type: none"> - Is a technical application management requested as a service on the running instances (a Tomcat server for example)? Including OS management (patching, monitoring, ...)? - Where and how can we price this kind of service? (Do we enter it as a separate instance type? Or as a support service? ...) 	<p>22/04/2015</p> <p>The Contracting Authority expects providers of Lot 3 to manage the middleware layers and all the sub-layers necessary to operate the middleware, so including OS management in the example given in the question. Tenderers can either enter it as a separate instance type, or as a support service at their best convenience.</p>
31 7	08/04/2015 11:43	22/04/2015 10:06	Financial questionnaires	<p>In question 300 and in its reply, a change in the financial questionnaires is mentioned that was applied as of version 10 of the tendering specifications.</p> <p>Can you please urgently provide a list of the precise changes operated in the financial questionnaires?</p> <p>Thank you</p>	<p>22/04/2015</p> <p>Changes in v. 10 and 11 only reflected the modifications as per our replies 260 and 277. No other change was made in comparison to v. 9.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
318	08/04/2015 13:57	22/04/2015 10:08	Objection re. OpenStack	<p>We carefully reviewed DIGIT's clarifications 209, 283, 289, 296 and especially answer 290. We hereby also have to object to the way OpenStack is favored. We realize the importance of the OpenStack framework, but as with all products there are positive and negative elements attached.</p> <p>Although the Openstack platform is free and is being developed rapidly, still lots of development efforts are required before it can be used for production, this preventing the providers to offer an out-of-the box solution, replicated anytime and anywhere without investing efforts into standardization of the product. We can also state that OpenStack itself does not provide the required underlying virtualization technologies. It needs the underlying hypervisor, networking and storage which are provided by different vendors.</p> <p>IaaS involves a holistic approach to automating the entire infrastructure layer in a uniform way. It is not just about functionality layered around the hypervisor. As such, OpenStack projects are not structured around enterprise pain points such as security (vShield), data availability (Recovery Manager), resource accounting (Chargeback Manager),</p>	<p>22/04/2015</p> <p>The Contracting Authority considers that usage of OpenStack is one of the means to ensure portability between CSPs. Other means favouring interoperability (compatibility between APIs, portability packages) proposed by CSPs will be valued at the same level. The Contracting Authority insists on the fact that all points for the corresponding criteria will be awarded as soon as CSPs claims and document one single portability capacity towards another CSP. For the Contracting Authority this minimum requirement does not favour OpenStack. As far as proficiency of providers, the other criteria of the present call for tender are designed to identify this proficiency</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				<p>accounting (Chargeback Manager), etc. Instead, OpenStack projects are structured as logical encapsulation units of infrastructure resources that are consumed by the applications: compute, object storage, block storage, networking.</p> <p>OpenStack also does not provide cloud management functionality such as monitoring, log analysis, business management and governance.</p> <p>Even though OpenStack might induce the illusion of being vendor independent, it is not really. The ability to interoperate between multiple vendors is far more important.</p> <p>Because of the complexity in realizing all the extra functionalities (including DPM, Storage vMotion, HA, FT, data recovery), we see in reality today very few Tier-1 enterprise workloads running on OpenStack based clouds.</p>	
319	08/04/2015 17:22	22/04/2015 10:09	Tenders	Is it correct the understanding that two (or more) companies of the same economic group, but legally separate and autonomous from each other (i.e. legally separate companies), may each submit a proposal to the same lot?	22/04/2015 Your understanding is correct.

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#	Submission date	Publication date	Question subject	Question	Answer
320	08/04/2015 17:23	22/04/2015 10:10	Tenders	Additionally, two (or more) companies of the same economic group, but legally separate and autonomous from each other (i.e. legally separate companies), may appear in different proposals at the same lot, one as tender and other as a subcontractor?	22/04/2015 Yes, this is allowed.
321	08/04/2015 17:24	22/04/2015 10:13	Definitions	We ask the following definitions, for the purposes of this procedure: i) "Subcontractor"; ii) "Supplier" and iii) "Economic Operator"?	22/04/2015 i) "Subcontractor" shall mean a natural or legal person with which the contractor has entered into a legal commitment for the provision of certain services under the contract. ii) "Supplier" shall mean a contractor (be it sole (natural or legal) person, or a group of persons). In principle suppliers deliver goods while service providers deliver services. iii) "Economic operator" shall mean 'work contractors', 'suppliers' and 'service providers'.

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#	Submission date	Publication date	Question subject	Question	Answer
32 2	08/04/2015 17:25	22/04/2015 10:15	Tenders	Is it correct the understanding that if there is a technology manufacturer / supplier (brand Y), that presents a proposal to the competition directly as a tender, other competitors may indicate in the respective proposals technology from the same technology manufacturer / supplier (brand Y)?	22/04/2015 If a technology manufacturer for brand Y submits a tender itself, then other tenderers may offer in their offers technologies from the same technology manufacturer. In such a case the other tenderers must attach to their offers copies of long-term (at least for 4 years after the tender submission deadline) agreement (or commitment) with the technology manufacturer that they would avail of this technology to the extent necessary for the provision of the services under the respective lot of the present call for tenders. Any changes in the technical or financial parameters of such an agreement (or commitment) shall be at the full risk of the future Cloud contractor and will not entitle it to any compensation from the Contracting Authority.

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#	Submission date	Publication date	Question subject	Question	Answer
323	08/04/2015 17:28	22/04/2015 10:17	Tenders	This clarification is requested without prejudice to the question N.º 40 (document "Call for tenders questions summary"), since the answer already given raised us some doubts, namely, regarding the part that refers: «(...) Lastly, any tenderer can rely on the services of a PCP without assigning it any role in its offer (even if this PCP may itself be a tender). This is per se not considered as an additional level of subcontracting for the purposes of Article 4.5 of the Tendering Specifications. In such cases, the information related to the PCP will be considered in the technical evaluation, but not for the purposes of assessing the tenderer(s) technical capacity.	22/04/2015 This call for tenders allows tenderers to rely on the services of a PCP for the purpose of providing services under the Framework contract. However, without any letter of intent from the PCP, previous professional or technical experience of the PCP may not be used by the tenderer to comply with the required technical selection criteria.
324	08/04/2015 17:29	22/04/2015 10:23	Documentation	For the purposes of the previous question, which documents concerning such technology manufacturer / supplier (brand Y) must be presented with the proposal? Please, if possible, make available a list with all the necessary documents related to suppliers, in order to ensure that any competitor presents all required documents.	22/04/2015 See Answer 322. It is the responsibility of the tenderers to demonstrate that they will avail of the respective technology from the start of the first specific contract signed under the respective Lot for all the duration of the Framework contract. The Contracting Authority reserves the right to ask for additional clarifications and/or documents.

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#	Submission date	Publication date	Question subject	Question	Answer
325	08/04/2015 17:31	22/04/2015 10:24	Modifications to the Contracts	<p>We assume it is possible to propose modifications to the Contracts (Framework Contract and/or its Annexes).</p> <p>When should these modifications be presented by the "Respondents" and how? Only after being selected the tender by the European Union through direct negotiations between the two?</p>	<p>22/04/2015</p> <p>This assumption is not correct. See Section 5.2.1 of the Guidebook for tenderers (annex 12)</p>
326	08/04/2015 18:35	22/04/2015 10:28	Technical Evaluation Questionnaire	<p>As per question 265, we are also experiencing problems selecting the radio buttons on the MS word document, and have similar problems with the HTML version, when editing that in Word. Can the Commission suggest an alternative solution or confirm that the radio buttons can be deleted and the chosen answer input and highlighted by the bidder?</p>	<p>22/04/2015</p> <p>Our checks on both the .docx and the .htm versions do not show any problem. Please specify the precise document and section thereof where a problem was encountered. In principle radio buttons must not be deleted. However, we could accept deletions on a very limited number of cases where the offer clearly indicates that non-compliance with this requirement was outside of the control of the tenderer.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
327	03/04/2015 16:46	23/04/2015 11:19	All financial questionnaires and all SLA annexes (8 to 10)	In the financial questionnaires providers are invited to provide to propose a penalty mechanism. However, in annexes 8 to 10 the contracting authority already imposes a penalty calculation method. How does the penalty mechanism proposed by the provider in the financial annexes relate to the penalties in the SLA annexes? Are they supposed to be independently calculated?	23/04/2015 The Contracting Authority does not impose any penalty calculation method regarding financial scenarios. As stated in "ANNEX 1 – COMMITTED SERVICE LEVELS (SL) AND KEY PERFORMANCE INDICATORS (KPI)" of Annexes 8, 9 and 10 for KPI "SA, CSA, NSA, SSA" the provider will be invited to reflect the penalty compensation mechanism introduced in the financial evaluation (i.e. column liquidated damages contains "[Provider offer as presented in Financial Evaluation]").
328	10/04/2015 10:14	23/04/2015 11:21	Objection: LOT 2 SLS4	LOT 2 - SLS4 "Provider must have an online discussion forum, publically available. This is a mandatory requirement". We would like to challenge this requirement, as it is not appropriate to have a community forum where people can openly discuss items that may have serious security implications. Regardless as to whether it is regulated, this is requirement is not suitable for security reasons. If the Commission feel this would be a nice to have, it should not be eliminatory.	23/04/2015 The Contracting Authority considers that forums to support developer and operators as a community, exchanging best practices or tips and tricks, is a must have. CSPs are not expected to use systematically online forums for all support matters. Therefore the criterion remains as it is in the present call for tender.

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#	Submission date	Publication date	Question subject	Question	Answer
329	10/04/2015 17:37	23/04/2015 11:22	Connectivity	Regarding your response to Question #240, which enables the tenderer to provide 100 Mbps lines instead of 500Mbps, 1 Gbps and 10 Gbps (As long as the Local Interfaces are respected), We assume that the tenderer should fill the Connectivity Tier table in Annex 4.8 (Scenario 3) with values for the 100Mbps dedicated line without changing the Connectivity Tier description (i.e., "Dedicated line 10Gbps to Luxembourg). By doing this, its assumed that the dedicated line is 100Mbps and the local interface is as requested (500Mbps, 1Gbps, 10Gbps, etc). If our understanding isn't correct, please provide the right way to answer this question.	23/04/2015 The Contracting Authority confirms such understanding.
330	10/04/2015 17:56	23/04/2015 11:24	Lot 2 and lot 3 - Reopening of competition	Is our understanding correct, that for any service request/order under LOT 2 and LOT 3 there will be a reopening of the competition between the 5 awarded framework contractors?	23/04/2015 The award of every specific contract for lot 2 and lot 3 will be done indeed through a reopening of competition between the framework contractors (maximum 5).

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#	Submission date	Publication date	Question subject	Question	Answer
33 1	13/04/2015 15:12	23/04/2015 11:27	Lot 3 - SPE12 - criterion: Content Delivery Network (CDN) services	What are the typical use case needing the usage of a CDN ? Should it provide Video Streaming only or should it provide web site acceleration ? Image storage ? Secondly, concerning the Financial Evaluation, can DG DIGIT provide more information concerning the amount of data to be served by the CDN service?	23/04/2015 Usage foreseen for CDN services is delivery of static resources such as video streaming, static web site content (images, script files). As far as volume is concerned, Annex 11 for Lot 3 indicates the volumes foreseen by each institution for the CDN service. As far as Financial Evaluation is concerned the volume of the CDN service is evaluated in Annex 6.8, scenario 3.
33 2	13/04/2015 15:50	23/04/2015 11:28	Third Party Software	As is commonly the case, the Commission may be using third party software within the cloud computing environment. In such cases, cloud service providers may be required under various copyright laws and contractual arrangements with IP owners, to enforce End User License Agreements (EULAs) for the third party software. Would the European Commission accept EULAs for third party software to be deployed in (i) private cloud (Lot 1) and (ii) public cloud (Lot 2)? If not, please explain how the Commission will comply with the IP rights of the software owners.	23/04/2015 The Contracting Authority confirms that it accepts EULAs for third party software to be deployed in private cloud IaaS (Lot 1), public cloud IaaS (Lot 2) and public cloud PaaS (Lot 3).

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#	Submission date	Publication date	Question subject	Question	Answer
33 3	13/04/2015 19:51	23/04/2015 11:29	Baseline Services	May we consider that the 8 dedicated lines defined in scenario 3 (Annex 4.8) are the only ones that the European Commission will have a commitment to the selected provider and award to the contractor as a baseline? If not, please inform what should be the understanding concerning European Commission communications acquisition under the scope of this RFP.	23/04/2015 Lines in scenario 3 of Annex 4.8 are just mentioned for evaluation purposes. European Institutions listed in Annex 11 may all request connectivity to the private cloud facility foreseen in Lot 1.
33 4	13/04/2015 19:53	23/04/2015 11:31	Deadline for Tenders	With the aim of providing the European Commission with the best possible technical solution, as well as associated prices, we would like to know if it is possible to postpone the Time limit for receipt of tenders for the next 20th of May. This having in mind the need of refining the solution design and detailing all the requested information, based on the shared clarifications received and to be received until the end of the clarifications period.	23/04/2015 The deadline date for submission of offers is not postponed.

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#	Submission date	Publication date	Question subject	Question	Answer
33 5	14/04/2015 12:06	23/04/2015 11:33	Financial Evaluation Questionnaires Lot 2 and Lot 3.	In the technical evaluation questionnaires for Lot 2 and Lot 3 (NS2) it is stated that providers can choose between VPN or dedicated connections for permanent connections. However, the financial evaluation includes both choices (scenario 3) for both lots. Should both VPN and dedicated lines be filled in, regardless of the proposed technical solution? Furthermore, no tables for dedicated connections are provided in the "price list reference" tab. As such, prices for dedicated connections that must be quoted in scenario 3 will have no references to the price list reference. Can DIGIT please clarify?	23/04/2015 For Lot 2 and Lot 3: Regarding relation between connectivity tiers and the price list reference, connectivity tiers shall be documented in section "FQ2.PL.1.1 Bandwidth" and " FQ3.PL.1.1 Bandwidth ", section "Option 2: Tiered Fee Structure". In scenarios 3, providers shall propose their best offer for the scenario exposed. For instance if the provider can propose internet and dedicated connectivity, he shall propose in the scenario its best offer (e.g. shall fill-in only internet bandwidth lines if the internet option is cheaper, or only dedicated lines if dedicated lines is a cheaper option). Mixed scenarios are possible (e.g. dedicated lines for some locations, internet for other locations). For providers proposing only internet connectivity, "Bulk download" shall be filled with the price of the operation performed through internet or through another modality (e.g. exchanges of media such as DVD). Tenderers shall disregard the caption "using dedicated line".

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#	Submission date	Publication date	Question subject	Question	Answer
336	14/04/2015 18:15	23/04/2015 11:34	Annex 5.7 - Lot 2 - SE31 Cloud security self-assessment	Is the "CSA Consensus Assessments Initiative Questionnaire (CAIQ)" v3.0.1 self-assessment tool considered enough to satisfy the requirement?	23/04/2015 Tenderers can indeed rely on the 'CSA Consensus Assessments Initiative Questionnaire (CAIQ)', provided that their compliance assessments go beyond referring to high-level domains and explicitly identify requirements that are being addressed.
337	14/04/2015 18:19	23/04/2015 11:35	Annex 5.7 - Lot 2 - SEC2	If the tenderer is already ISO27001:2005 certified, should it provide just the certification sheet or also all of the active procedures/SOA? In the latter case, what if all of them are written in italian and not translated to english/french?	23/04/2015 Tenderers are required to provide both certification sheets and underlying statements of applicability in any official languages of the European Union.

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#	Submission date	Publication date	Question subject	Question	Answer
338	14/04/2015 18:41	23/04/2015 11:37	Annex 5.7 - Lot 2 - SE24 - SIEM integration	The requirement states that "SIEM provides real-time analysis of security alerts generated by applications or network equipment [...] to integrate out-of-the-box with leading SIEM products, or to provide a self-service, turnkey offering by which customers can configure real-time analysis and alerting of security events.". We think this requirement is not applicable to Openstack players. Neutron does not have any specific ACL or firewall per-tenant output log but per-resource, and other workaround solutions would imply a large development effort, plus an investment in equipment needed to store and process a huge amount of this data. Since this is not compatible with the tender timings, we request that this requirement is removed from the Mandatory list and moved to Optional.	23/04/2015 The Contracting Authority confirms that integration with leading SIEM products remains within the scope of the present call for tenders as expressed in SE24, and is applicable to all tenderers.

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#	Submission date	Publication date	Question subject	Question	Answer
339	14/04/2015 18:47	23/04/2015 11:37	Annex 5.7 - SE24 - SIEM integration	"Security Information and Event Management (SIEM) provides real-time analysis of security alerts generated by applications or network equipment. " - Can you be more specific about what kind of "alerts", "application", network equipment", and what kind of events? How do you expect we provide users with these logs in order to analyze with customers' SIEM software?	23/04/2015 Provided that logging capabilities exist in applications (including, but not limited to, operating systems, middleware software, database software, applications) and network equipment (including, but not limited to, switches, routers, firewalls, proxies, application firewalls) that may be deployed, all security-related events may be selected for propagation into the SIEM. As requested under this criterion, tenderers are to describe in their response their integration capabilities with leading SIEM products or alternative solutions.
340	14/04/2015 18:56	23/04/2015 11:39	Disclosure of Financial Information; Annexes 4, 5 & 6, Questionnaires – Lot 1, 2, & 3; Section 5.3, Statement of overall turnover and turnover for Cloud services	US Securities Exchange Commission (SEC) Regulation Fair Disclosure (SEC Reg FD, http://www.sec.gov/answers/regfd.htm) prohibits us from providing service-specific revenue information, as this information is not already publicly disclosed. We are, therefore, only authorised to provide "total global revenue", and "global revenue information for our business unit which does include the proposed cloud services", in answer to this question. Please confirm that this is acceptable to the European Commission.	23/04/2015 If a tenderer is unable to provide the references requested by the Contracting Authority for properly evidenced exceptional reason, he may prove his economic and financial capacity by any other means. These exceptional reason and other means will be subject to a close scrutiny by the contracting Authority during the evaluation phase.

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#	Submission date	Publication date	Question subject	Question	Answer
34 1	14/04/2015 18:56	23/04/2015 11:41	Annex 5.7 - Lot 2 - SE25 - Enterprise Directory Integration	<p>Since we are participating for LOT2, we are a public IAAS provider. Public clouds are not usually intended to integrate with on-premises directories. Amazon AWS (launched 2006) released its AD integration only on Oct 21, 2014. We don't believe AD integration is a core service and therefore we never considered it a primary objective. Nevertheless, we'd like to comply with this requirement but Openstack Keystone auth system solves this compatibility problem only with the last release (Juno). Most Openstack providers require a long time before they upgrade to the latest version due to lack of upgrading automation. We request this requirement to be Optional instead of Mandatory or, at minimum, that a grace period of 6 months is granted.</p>	<p>23/04/2015 SE25 enquires about the ability to integrate either with AD or an LDAP directory (i.e. "This criterion evaluates the ability of providers to integrate with on-premises Active Directory (AD) or Lightweight Directory Access Protocol (LDAP)"), therefore AD integration is not the only possible solution. Integration with LDAP or AD is considered by the Contracting Authority as a bare minimum in terms of account management and therefore the criterion remains unchanged.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
34 2	14/04/2015 19:04	23/04/2015 11:44	Annex 5.7 - Lot 2 - SE28 - Network forensic tools as a service	Intrusion detection and protection systems require CPU-consuming software running inside the firewall machine. Since in standard Openstack Neutron, the "firewall" is a LXC container on the network gateway running iptables, installing NIDS here is almost impossible, not talking about self-provisioning functionalities. There's no roadmap in the OS community for this to be developed, meaning the community has no interest in making it a service but delegating to users their own solutions (instances acting as firewall with NIDS on top). Since in answer 214 the Commission required a non-centralized service, there's almost no way for a standard Openstack player (meaning not using proprietary software for networking) to comply with this mandatory requirement. We request to remove the "Eliminatory" statement to the last option available.	23/04/2015 Under this criterion, there are no limitations preventing tenderers from decoupling intrusion detection and intrusion prevention services from firewalling services in their technical implementation. Depending on the tenderers' implementation, such a decoupling may still qualify for the best response choice, in which analytics and historical trending for intrusion detection and intrusion prevention services are provided above and beyond analytics and historical trending for firewalling services.

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#	Submission date	Publication date	Question subject	Question	Answer
343	15/04/2015 16:15	23/04/2015 11:47	Lot 2 Financial questionnaire annex 5.8 Scenario 3	If Provider wants to use only VPN connections over public internet. How must provider calculate the costs in scenario 3 for the dedicated lines based on bandwidth in stead of traffic. Must Provider calculate the traffic and costs of traffic based on 100 %, 24/7 use of the bandwidth or can Provider use another percentage of the use of the bandwidth?	23/04/2015 See answer 335.
344	15/04/2015 19:16	23/04/2015 11:48	Offial languages for the Proposal	It is informed in the RfT documents "...Your offer may be drawn up in any of the official languages of the European Union (at the time of writing, these are the ones listed on the website mentioned in the annex "References"). http://ec.europa.eu/languages/languages-of-europe/eu-languages_en.html " Based on this will it be accepted that the proposal to present contains information parts and documents on two languages, both official languages of the European Union?	23/04/2015 Yes.

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#	Submission date	Publication date	Question subject	Question	Answer
34 5	15/04/2015 19:33	23/04/2015 11:50	Parent Company Documentation	<p>Annex 4 – Questionnaires – Lot 1</p> <p>In section 5.4 it's mentioned that if a competitor intend to rely on the capacities of other entities (e.g, your parent company), needs to present a declaration from this parent company stating that it fully support the tender.</p> <p>Is there any declaration template to be use to that purpose?</p> <p>Additionally, if possible, make available a list with all the necessary documents related to other entities (e.g, parent company), in order to ensure that any competitor presents all required documents.</p>	<p>23/04/2015</p> <p>There is no such template and no such list apart from documents required in the Tendering Specifications.</p>
34 6	16/04/2015 19:04	23/04/2015 11:51	Documentation	<p>What are the possibilities, if any, to supply additional documentation after the submission date?</p>	<p>23/04/2015</p> <p>Tenderers are not granted such possibility.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
34 7	17/04/2015 15:53	23/04/2015 11:52	Extension of deadline	In the light of the complexity of the legal and technical requirements, in order to be able to supply the European Commission with a proposal which complies to the RFP and delivers the desired value, we would like to ask the Contracting Authority to grant an extension of the deadline of minimum four weeks. Otherwise the chances are real that we will not be able to submit a proposal. Given our strategic relationship with the EU Institutions we thank you for your kind consideration.	23/04/2015 The deadline date for submission of offers is not postponed.

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#	Submission date	Publication date	Question subject	Question	Answer
348	17/04/2015 18:07	23/04/2015 11:53	FWC, Section III.7.5.3 - Change of staff	<p>We recognize the absolute need for stability of services, as referred to in Section III.7.5.2 of the Contract. As a consequence, continuity amongst the individuals assigned to performance of some of the services is of great importance. Hence we understand your requirement referring to a 10-day shadowing period in case of replacement of staff, as outlined in Section III.7.5.3 of the Framework Contract. Nonetheless, due to the size of the team and the number of persons that will be directly or indirectly performing the Services, and in order to make sure this requirement is manageable in practice, we suggest this 10-day period to apply to specific functions, with a low degree of substitutability such as the lead project manager and the service manager.</p> <p>Could you please confirm that this requirement can be interpreted as suggested above ?</p> <p>Thank you.</p>	<p>23/04/2015</p> <p>Section III.7.5.2 of the Framework Contract remains unchanged.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
349	21/04/2015 13:00	24/04/2015 17:05	Integration	<p>Section I.1.1 of the FWC mentions that the contractor will be responsible for integration of the services.</p> <p>And further, some sections of the General Terms and Conditions for Information Technology Contract, e.g. III.2.1.1, III.2.4.2 and III.7.1.5 describe certain integration activities.</p> <p>They however do not fit the scope of the IaaS, PaaS described in the first alinea of Section I.1.1 as you will freely chose the products composing the IT architecture and environment. This means that the contractor cannot be responsible for such choice, and any compatibility issues that may arise from it.</p> <p>Could you please explain what precise activities are expected from the future contractor? Thank you.</p>	<p>24/04/2015</p> <p>Services in Section I.1.1 of the Framework Contract are described in a very general way. Tenderers are merely expected to provide cloud services that will integrate properly with the existing IT architecture. Expected activities are described in detail through technical requirements in annexes 4.7, 5.7, and 6.7.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
350	21/04/2015 15:10	24/04/2015 17:07	Setup fees for a specific service	<p>Annex 1 - Service requirements 7. Pricing</p> <p>In section 7.1, the document reads "It is accepted that providers can mention setup fees for a specific service. Setup fees shall be requested once at the setup of the specific service for the whole duration of the specific contract. With the exception of cases listed in sections 4 and 5 existence of setup fees which represent more than 25% of the yearly running cost of a specific service will penalise providers in the evaluation of their offers."</p> <p>Could the Commission explain where the setup fees may be reflected in the pricing sheets and/or scenario?</p>	<p>24/04/2015</p> <p>Tenderers shall disregard in Annex 1, section 7.1: "With the exception of cases listed in sections 4 and 5 existence of setup fees which represent more than 25% of the yearly running cost of a specific service will penalise providers in the evaluation of their offers". No penalty will be applied, as it is the case in Annexes 4.8, 5.8 and 6.8.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
35 1	21/04/2015 17:28	24/04/2015 17:08	Intellectual property	<p>Clause II.17.3 of the Framework Contract, second sentence, requires the contractor to grant to the customer a license under any patents that contractor has, and this is not limited to the materials that we deliver to the customer. Contractor is happy to grant a patent license to the customer that covers the actual materials that contractor will deliver to the customer so that the customer can use those delivered materials to enjoy the benefit of the services that the customer paid for. However, contractor is can hardly grant a patent license that is broader than this, as this is not necessary for the customer to use the delivered materials, and this patent license of a broader scope is very valuable and would need to be dealt with in a separate agreement with its own payment terms, if the customer wanted a license that is broader than what the customer needs to use the delivered materials. Acting otherwise would basically come down to granting a license to use all contractor's patent without a charge. Could you please confirm that our understanding with regard to the patent license is correct?</p> <p>Thank you.</p>	<p>24/04/2015 See answers 95 and 301.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
35 2	22/04/2015 14:42	24/04/2015 17:09	Benchmarking provisions	<p>Benchmarking provisions differ between the General conditions and the Framework Contract (FwC) template. Which provisions are applicable to the services? (we assume those of the FwC have precedence):</p> <p>Framework Contract (III.2.10) states: If a Benchmarking reveals that charges are higher than the comparison group's charges, the reduction of the prices shall be applicable on the 30th day from the date on which the results of the benchmarking were delivered to the Parties. The reduction shall not have retroactive effect and shall be only valid for the specific contracts concluded after this date.</p> <p>General Conditions (2.10. Benchmarking) state: If a Benchmarking reveals that charges are higher than the comparison group's charges, the Contractor shall immediately reduce its charges to the comparison group level, with effect from the date on which the results of the Benchmarking were delivered to the Parties.</p>	<p>24/04/2015</p> <p>It is understood from the question that reference is made to Article I.11 of the Framework Contract ("Specific derogations to III General Terms and Conditions for Information Technology Contracts") which indeed modifies i.a. Article III.2.10. For precedence order between documents please refer to page 2 of the Framework Contract.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
353	22/04/2015 14:54	24/04/2015 17:11	Liability provisions	The Framework Contract template, in section II General conditions, Art. II.2.2 refers to "Article II.6" as subcontracting. However, the reference should instead be made to Article II.10 Subcontracting.	24/04/2015 Indeed, Article II.2.2 of the Framework Contract should refer to Article II.10 and not to Article II.6.
354	22/04/2015 15:18	24/04/2015 17:12	DIGIT's answer 326	We also cannot succeed toggling true/false on any of the radio buttons in all of the Technical Evaluation Questionnaires. (These buttons are images, which cannot be filled black neither). Given the workload to complete these questionnaires, we deleted the non-applicable radio button in each of the responses. I.e. if the answer to a given question is for example "No", we left only the No-radio button in our response to that question. (This leaves no ambiguity). Given the forthcoming proposal submission deadline, please confirm your acceptance to this work-around?	24/04/2015 The Contracting Authority accepts the exposed proposal.

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#	Submission date	Publication date	Question subject	Question	Answer
35 5	22/04/2015 15:26	24/04/2015 17:24	Liability provisions	<p>The scope of liability provisions are in our view too wide for the services in scope of this tender. We refer notably to "any loss or damage" implying direct and indirect damages, and the ceiling of 3x the Framework Contract value. How are tenderers supposed to cope with this huge risk they can barely control? We found that another valid (signed and successfully executed) European Commission framework contract contains the following conditions that would be more appropriate and acceptable for the services in the current tender: "The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.10. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract. Notwithstanding the above, the Contractor shall not be liable for consequential loss and/or indirect damage exceeding the sum as set out for his professional risk insurance provided that this sum is no less than three times the total price/total amount of the Specific Contract(s)/Order Form(s) the execution of which is relevant for the loss or damage. The Contractor</p>	<p>24/04/2015 Article II.2.2 remains unchanged except for the typo accepted in answer 353.</p>

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				loss or damage. The Contractor shall remain liable without any limitation as to the total amount of the damage or loss if the damage or loss is caused by the gross negligence or wilful conduct of the Contractor or by its employees.” Could the Commission consider revising the Framework Contract template, Article II.2.2 in line with the above? Thank you.	

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#	Submission date	Publication date	Question subject	Question	Answer
35 6	22/04/2015 15:26	24/04/2015 17:26	Connectivity	Regarding your response to Question #240, which enables the tenderer to provide 100 Mbps lines instead of 500Mbps, 1 Gbps and 10 Gbps (As long as the Local Interfaces are respected), We assume that the tenderer should fill the Connectivity Tier table in Annex 4.8 (Scenario 3) with values for the 100Mbps dedicated line without changing the Connectivity Tier description (i.e., "Dedicated line 10Gbps to Luxembourg). By doing this, its assumed that the dedicated line is 100Mbps and the local interface is as requested (500Mbps, 1Gbps, 10Gbps, etc). If our understanding isn't correct, please provide the right way to answer this question.	<p>24/04/2015</p> <p>The Contracting Authority clarifies answer 240. The Contracting Authority cancels and replaces answer 329.</p> <p>In answer 240 the contracting authority clarified that technically, a provider could propose a dedicated line whose capacity was lower than the local interface specified in Annex I (e.g. that provider could propose a 100 Mbps line when the local interface, specified to be 1 or 10 Gbps). The contracting authority updated financial scenarios to take advantage from this possibility and introduced lower capacities in the financial scenarios for certain lines and locations.</p> <p>Regarding answer 329 unlike what was replied, it is not possible to provide 100 Mbps lines instead of 500 Mbps, 1 Gbps and 10 Gbps.</p> <p>Tenderers are expected to provide offers for bandwidths mentioned in financial scenarios, compatible with a full exploitation of the requested end to end bandwidths, customer by customer, line by line. Tenderers have to assume that a local interface compatible with the requested bandwidth will be available at the customer's datacentre, which can be of higher capacity than the bandwidth requested.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
					requested.

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