



Janet Sync and Share Purchasing Service

Indicative Tender

This document and the information it contains are provided solely for the purpose of allowing potential Bidders seeking admission to the Janet Sync and Share Purchasing Service to provide an Indicative Tender. It is issued under the Open Procedure of the European Procurement Directive.

Bidders can join the Janet Sync and Share Purchasing Service at any point during its lifetime. To be included at the establishment of the Janet Sync and Share Purchasing Service a Bidder must complete the submission of its Indicative Tender by 31 March 2014 GMT12:00

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I. INTRODUCTION

This document is the Indicative Tender to establish a Dynamic Purchasing System (DPS) for the Janet Sync and Share Service “the Service”. The DPS will operate using multiple suppliers.

The procurement process will be managed according to the Open procedure as specified by the Public Contracts Regulations 2006 (as amended), and this document is an integral part of the Open procurement announced by Janet(UK) in the Supplement to the Official Journal of the European Union.

I.1 A Dynamic Purchasing System

A DPS is a completely electronic system established to allow the contracting authority and any other eligible organisations to purchase commonly used goods or services. A DPS offers suppliers with unrestricted, direct and full access to the specification and any other documents by electronic means throughout the lifetime of the DPS.

A supplier interested in joining a DPS must submit an indicative tender and if it meets the requirements it will be admitted to the DPS. A supplier can submit an indicative tender to join a DPS at any point during the lifetime of the DPS and once admitted onto the DPS a supplier may improve its indicative tender at any time.

For each individual contract under the DPS, a simplified contract notice is published giving suppliers that have not yet been admitted to the DPS the possibility of submitting an indicative tender within 15 days. The Contracting Authority then invites the suppliers admitted to the DPS to submit a tender within a reasonable time limit. The contract will be awarded to the tender offering the best value for money on the basis of the award criteria specified at the establishment of the DPS.

I.2 Janet

“Janet” is the name given both to an electronic communications network and a collection of electronic communications networking services and facilities that support the requirements of the UK research and education community.

Janet is managed by Janet(UK) on behalf of Jisc Ltd to provide a service to the research and education communities across the UK.

Janet provides services to all Higher Education Institutions, Further Education Colleges, Specialist Colleges and Research Council Establishments in the UK. Nationally, Janet also provides services to many Local Authority education networks, via Regional Broadband Consortia and otherwise, in support of ICT provision in schools and community development learning. In this way Janet is available to a community of 18 million users.

I.3 Lots

This procurement opportunity is divided into four Lots:

- Lot1: Basic Sync and Share
- Lot2: EEA Hosting and data Protection issues
- Lot3: File Encryption and Security
- Lot4: Integrated User Authentication and Identity Management

I.4 Contractual commitments

The supply of the Services to the Customers will be under the Supplier’s own Terms and Conditions which must reflect the requirements of each Lot for which the Supplier is bidding.

1.5 Connectivity options

Sync and Share in the Janet community is likely to become a routine storage management approach for researchers, teachers and students alike.

To ensure that quality and performance is maintained and to avoid the potential costs of network ingress and egress charges Suppliers must have their network infrastructure interconnected with Janet on terms and with configuration approved by Janet. This requirement will apply equally whether the Supplier has its own network infrastructure or relies on the network services of a hosting provider.

Janet(UK) is seeking a Supplier with sufficient capacity to readily meet its customers' requirements. Each party will bear its own costs to implement a connection which shall be of a capacity based on sizing of the expected workload or 1Gbit/s whichever is the greater.

The supplier must provide details of the topology, capacity and any peering arrangements for its IP network that it intends to use to establish a connection with Janet. Descriptions shall include network topology diagrams and may be supported by additional information.

The Supplier must provide sufficient information to show to Janet(UK)'s satisfaction how connection will be implemented. Janet(UK) reserves the right to refuse Suppliers admission to the DPS if in its sole judgement the arrangements proposed are not satisfactory.

There are three options to connect to Janet:

- direct connection;
- a connection at a suitable Internet Exchange or;
- connecting via a National Research and Education Network (NREN) which is a member of the consortium that operates GÉANT (a GÉANT Partner) is acceptable.

Suppliers should note that this is not a global internet transit service. Using any of these options it is not intended that a Supplier will be able to obtain global internet access through this DPS.

1.5.1 Connection direct to Janet

The Supplier may connect directly to Janet in the form of geographically, separate and resilient physical connections to suitable Janet Points of Presence, by agreement. Connecting will be according to Janet's Terms and Conditions for connection to Janet.

Connecting to Janet will be at the Supplier's cost. The supplier will bear all costs of installing, operating and maintaining the connections and any equipment it requires to support the connections.

The Supplier or its sub-contractors must make provision within its own rack space to accommodate any equipment that it wishes to place at the locations where Janet(UK) houses its Points of Presence.

The Supplier is encouraged to contact procurement@ja.net to start the connection process at the earliest opportunity if this option is chosen.

1.5.2 Connection at an Internet Exchange

The Supplier may be able to connect to Janet at a suitable Internet Exchange where Janet has adequate infrastructure. The Supplier must set up a peering with Janet across the Internet Exchange (often known as a public peering).

Janet is currently present at the LINX, Edge-IX IXLeeds and IXManchester.

The Janet Peering Agreement is included with this Indicative Tender which includes the conditions to be fulfilled where a peering is to be implemented.

To enquire further about a peering with Janet please email peering@ja.net.

1.5.3 Connection via a GÉANT Partner

A Supplier may be able to establish connectivity to Janet through a connection to another NREN that is connected to GÉANT as a GÉANT Partner. A list of GÉANT Partners can be found at:

<http://www.geant.net/About/partners/Pages/Home.aspx>

Appearing in this list does not mean that an NREN will offer connectivity to a Supplier.

The Supplier must contact an NREN directly to negotiate and make all arrangements necessary to set up connection. An NREN's own terms and conditions may apply. The Supplier is responsible for agreeing and making all arrangements with any other NREN. There is no commitment for Janet to facilitate or support a Supplier's application for connectivity to another NREN.

The Supplier must provide evidence that the NREN will connect it and route its traffic over GÉANT to Janet. Whilst the Supplier must provide sufficient information to show to Janet(UK)'s satisfaction how the connection to the NREN will be implemented, Janet(UK) does not require the Supplier to provide information on an NREN's capacity or topology, or an NREN's connectivity to GÉANT.

1.6 Contracting Authority

The contracting authority is Jisc Collections and Janet Limited, trading as Janet(UK).

2. SCOPE OF CONTRACT TO BE PLACED

Janet(UK) is establishing a Dynamic Purchasing System that will enable Janet(UK) and its customers together with other GÉANT Partners and their customers to easily purchase value for money and technically sound Sync and Share services and associated equipment if applicable. The DPS will enable new suppliers with new technologies and services to enter the DPS throughout the lifetime of the DPS.

To ensure maximum benefit for its customers, Janet(UK) will enforce a number of financial and technical entry requirements that any supplier must fulfill before joining the DPS to ensure reliable and consistent service delivery. The Pro-forma order will utilise the supplier's terms and conditions. A GÉANT Partner may reserve the right to modify the pro-forma if its legal structure requires that.

The DPS is divided into four Lots.

For Lot 1 which is basic file sync and share capability the entry requirements will include:

- The Supplier must provide sufficient information and confirm that it has network arrangements established as laid out in section 1.5.
- Services will support storage of all commonly used types of data files and objects. Access must be available from PC, tablet and Smartphone and must offer the capability for synchronised download across multiple devices owned by a single user;
- It must be possible for a user to authorise the sharing of individual files and folders containing files and objects by multiple third parties.

For Lot 2 which addresses the need for storage of data within the EEA and in compliance with EU Data Protection Requirements the entry requirements further include:

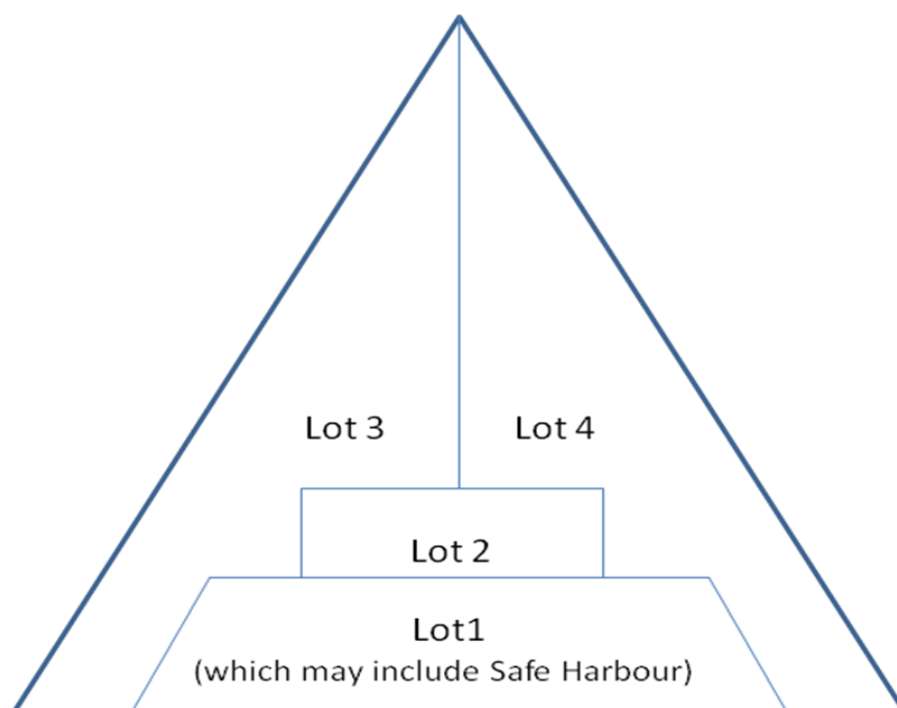
- Guarantees that the data will held only on servers and storage located in the EEA
- Evidence of compliance with Data Protection Regulations and laws e.g. Data Protection Policy document.

For Lot 3 which is encryption services Clear evidence must be provided that encryption key management rests with the user and not Supplier.

For Lot 4 which relates to single sign on entry requirements will include:

- Provision of a detailed description showing how Shibboleth and/or SAML1.1/SAML2 compatibility is implemented

The diagram below shows how the Lots are expected to interrelate:



3. ORGANISATIONS ELIGIBLE TO USE THE SERVICE

The scope covers purchases by Janet(UK), Higher Education institutions, Further Education and Specialist Colleges and Research Council establishments in the UK, members of the Purchasing Consortia, publicly funded schools and by any other bodies whose core purpose is the support or advancement of further or higher education or of research.

The Service is also available for use by any National Research and Education Network (NREN) and the community it serves where the NREN has either a direct connection to Janet or the NREN is a member at any time during the period of this DPS of the consortium that operates GÉANT. GÉANT is the pan-European research and education network that interconnects Europe's NRENs. A list of members of the GÉANT consortium (GÉANT Partners) may be found at the URL below. HEAnet, the NREN of the Republic of Ireland, is connected both to Janet and is a member of the GÉANT consortium.

<http://www.geant.net/About/Pages/home.aspx>

Many of the UK bodies above are members of higher and further education purchasing consortia. These are independent organisations that provide a wide range of collaborative purchase agreements to their member institutions through consensus and the common desire to maximise their purchasing power in the market place. Any member of one of these consortia will be eligible to purchase from this Service by virtue of its membership, as will members of any other similar purchasing consortium in higher or further education that might be formed during the lifetime of the Service.

Membership lists for existing higher and further education purchasing consortia may be found at:

<http://www.lupc.ac.uk/list-of-members.html>

<http://supc.procureweb.ac.uk/about-us>

<http://www.nwupc.ac.uk/our-members>

<http://www.neupc.ac.uk/our-members>

<http://www.hepcw.ac.uk/files/2013/12/HEPCW-Members.pdf>

<http://www.apuc-scot.ac.uk/#!/members>

<http://www.wfepc.com/english/>

4. ESTABLISHING THE DPS

Details on how to use the Janet(UK) DPS portal are included in this Indicative Tender. The diagram in Annex C shows the different stages involved in setting up and purchasing via a DPS.

The established DPS will be open throughout its duration for the admission of any Supplier which satisfies the requirements specified by Janet(UK) in Annex A and submits an Indicative Tender which complies with the requirements. Janet(UK) will notify a Supplier via the DPS portal of its admission or rejection of its Indicative Tender as soon as possible. Once accepted onto the Service the Supplier may improve its Indicative Tender at any time. If a Supplier does not improve its indicative tender the existing tender will remain valid for the duration of the Service unless the Supplier explicitly withdraws from the DPS.

4.1 Duration of Janet Sync and Share Purchasing Service

The Service will operate for a four year period from the date it is established. Orders placed via the Service may last for longer than the duration of the Service.

4.2 Maximum Estimated Value

Janet(UK) cannot guarantee the level of expenditure through the Service in any given year, however based on published prices and the growing demand for these services we estimate an expenditure of the order of £5 million is likely for the duration of the Service. There are approximately 18 million end users to whom the service will be available in the UK with a potentially broader market through the GÉANT partner community.

4.3 Contract Award Notices

Janet(UK) will publish a Contract Award Notice in the Supplement to the Official Journal of the European Union following the establishment of the Service. Janet(UK) will publish further Contract Award Notices in three month intervals detailing the outcome of the mini-competitions.

5. PROCUREMENT PROCEDURE

5.1 General Issues

All formal communication with Suppliers over the lifetime of the Service will be handled or arranged by Janet(UK).

5.2 Registration

Suppliers wishing to be admitted onto the Janet Sync and Share Purchasing Service must register on the Janet(UK) DPS portal at:

<https://in-tendhost.co.uk/janet>

Once this registration is accepted by Janet(UK), the Suppliers will receive an email containing login information. Please note Janet(UK) will reject a registration if there is already a registration on the portal for that Supplier. Please remember that this initial registration is not a registration for a particular contract, it is only the registration of the Supplier on the Janet(UK) portal. To express an interest in this particular opportunity go to the Tenders tab and select current. Click the view details button for further information and to express an interest.

When registering, it is recommended that a generic mailbox (such as *sales@supplier*) is set up, so that information from the system can be sent to more than one representative at the company.

While registering you may only add one additional point of contact, however after the registration is complete you may login to your account and add as many additional contacts as you like.

5.3 Clarifications to the requirements

Each Supplier will be provided with clarification of Janet(UK)'s requirements in accordance with the European Directive.

Suppliers should raise any issues of clarification via the Janet(UK) DPS portal at:

<https://in-tendhost.co.uk/janet>.

Where issues of clarification arise which are relevant to more than one Supplier, these will be made available via the Janet(UK) DPS portal. All correspondence should be submitted via the Janet(UK) DPS portal as detailed above.

Any queries of a technical nature relating to the Janet(UK) DPS portal itself can be submitted by email to procurement@ja.net.

5.4 Timetable

The steps and timetable for this procurement are as follows:

Activity	Date
Issue OJEU notice	20 February 2014
Indicative Tender responses required for a Bidder to join the Service when it is initially established	31 March 2014
Complete review of responses and confirm Bidders to join the Service	31 March 2014
Initial two years of Service running	31 March 2014 – 30 March 2016
Optional two years of Service running	31 March 2016 – 30 March 2018

Janet(UK) reserves the right to vary this timetable if the need arises, within the constraints of the European Procurement Directive. Janet(UK) reserves the right not to establish the Service.

6. FORMAT OF INDICATIVE TENDER

To be admitted onto the DPS, Suppliers must submit an Indicative Tender. The Indicative Tender must include:

- A response to Janet(UK)'s requirements listed in Annex A (note: these questions must be answered on the DPS portal);
- Completed cover sheet (Annex B)

Janet(UK) will be checking the Supplier's ability to deliver the service by examining the responses to the requirements in Annex A. Suppliers must state how all requirements will be met, considering the issues and the points raised. A statement of the form 'this requirement will be met' is not sufficient. If a Supplier meets all of the requirements then it will be accepted as a Supplier on the DPS. If a Supplier is unable to meet a requirement then it will not be accepted as a Supplier but will be rejected with an explanation of why it has been rejected together with guidance on how it could meet the requirement(s) that it has failed.

7. DELIVERY OF TENDERS

Each Supplier is required to upload its Indicative Tender to the Janet(UK) DPS portal.

A Supplier should not include in the Indicative Tender any extraneous information which has not been specifically requested, for example, standard terms of trading, sales literature etc.

All costs for developing tenders and all other costs and expenses associated with bidding are the exclusive responsibility of the Supplier. It is the responsibility of the Supplier to make sure that an Indicative Tender is fully and accurately completed. Janet(UK) is under no obligation to clarify its tender, takes no responsibility for identifying any clerical errors or misunderstandings in any tenders submitted or to obtain missing information. Each Supplier must therefore ensure that the content of any Indicative Tender is complete and accurate.

By submitting an Indicative Tender, a Supplier accepts that Janet(UK) will keep a copy of the Indicative Tender and all other documentation and correspondence received from the Supplier relating to this procurement for seven years. Janet(UK) will keep this information in order to maintain the records required for audit purposes. At the end of the seven year period Janet(UK) will destroy any information that it holds relating to this procurement.

If successfully uploaded, the portal will issue a confirmation and on the history tab of the project you will see the submission date and time. Full instructions for Suppliers can be found on the Janet(UK) DPS portal at:

<https://in-tendhost.co.uk/janet/asp/Help>

8. JOINING THE DPS AFTER THE INITIAL 40 DAYS

On 26 March, 40 days after dispatch of the OJEU notice, Janet(UK) will evaluate any Indicative Tenders it has received and accept Suppliers onto the DPS. After this initial 40 days it is possible for Suppliers to be accepted onto the DPS by submitting an Indicative Tender in the same way as described above. Any Indicative Tender submitted after the initial 40 days will be evaluated within 15 days and Suppliers will be notified of the outcome. Janet(UK) reserves the right to extend the evaluation period provided that no mini-competition is issued in the meantime.

9. PROCURING FROM THE JANET SYNC AND SHARE PURCHASING SERVICE

Janet(UK) will submit all Simplified Contract Notices (see 9.1) on behalf of itself and its customers. Subsequent mini-competitions will be published by Janet(UK) or its customers via the Janet(UK) DPS portal.

Janet(UK) and its customers are under no obligation to call off any requests from the Service once it is established.

9.1 Simplified Contract Notice

When there is a requirement from either Janet(UK) or one of its customers for Sync and Share Services Janet(UK) will advertise the intention in the Supplement to the Official Journal of the European Union using a Simplified Contract Notice specifically designed for DPS. The Simplified Contract Notice will allow at least 15 days from the date of the despatch for additional Suppliers interested and not yet admitted onto the DPS to submit an Indicative Tender. The Simplified Contract Notice is not the invitation to tender for the contract, simply a means of ensuring that any Supplier not on the DPS is able to join in time to be involved in the mini-competition process.

Janet(UK) will evaluate all Indicative Tenders it receives and admit to the DPS any new Supplier which meets the requirements as described in Section 6.

9.2 Mini-competition

After the steps in section 9.1 have concluded, a mini-competition will be run by Janet(UK) or the customer referred to in the Simplified Contract Notice.

Mini-competitions will be published via the Janet(UK) DPS portal. All Suppliers accepted onto the Service when the mini-competition is issued will be notified of the opportunity and will be eligible to respond.

The individual customer will decide on the outcome of the mini-competition and which Supplier is awarded the contract.

9.2.1 Evaluating Mini-Competitions

Mini-competitions will be evaluated on either:

- the Most Economically Advantageous Tender taking into account price, quality and delivery elements as highlighted in the individual mini-competition specification, or;
- lowest price only. This may include an E-Auction. This will be clearly detailed on the individual tenders.

Electronic auctions will be used if Janet(UK) or its customer deems this to be the most appropriate method of tendering. Guidance will be provided as part of the mini competition process. Electronic auctions will be conducted on ability to meet the specification and then the lowest price.

Janet(UK) and its customers reserves the right not to accept the lowest price or any Tender.

ANNEX A: REQUIREMENTS

REQUIREMENT FOR EVIDENCE OF COMPETENCE TO SUPPLY

These questions will be used by Janet(UK) to judge a Supplier's competence to supply and will be evaluated on a pass/fail basis. If a Supplier fails question 1 or 2 its tender will not be considered further by Janet(UK).

Personal Situation of the Candidate or Tenderer		Mark
<p>I.</p> <p>The Supplier must warrant that none of the following circumstances set out in Regulation 23(1) of the Public Contracts Regulations 2006, applies to the Supplier or sub-contractors:</p> <ul style="list-style-type: none"> (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 where the offence relates to active corruption; (c) the offence of bribery, where the offence relates to active corruption; (d) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of– <ul style="list-style-type: none"> (i) the offence of cheating the Revenue; (ii) the offence of conspiracy to defraud; (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; (e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; (f) any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State. 	<p>Pass/Fail</p>	

Personal Situation of the Candidate or Tenderer		Mark
2.	<p>The Supplier must warrant that none of the following circumstances set out in Article 45 items 2(a), (b), (c), (d) and (g) of EU directive 2004/18/EC applies to the Supplier or sub-contractors</p> <ul style="list-style-type: none"> • {item 2(a)}: is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations; • {item 2(b)}: is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations; • {item 2(c)}: has been convicted by a judgement which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct; • {item 2(d)}: has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate; • {item 2(g)}: is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information. 	Pass/Fail

Economic and Financial Standing						Mark
<p>Where practicable the Supplier shall provide evidence of financial and economic standing, as specified in Article 47 of EU directive 2004/18/EC by providing the information requested in items 3 and 4 below. However it is recognised that this is a new and emerging technology so that companies may be in the start up phase and in this case evidence of financial stability (together with proposals to safeguard customer data in the event of company closure) may be presented in other forms by agreement with Janet (UK). To ensure stability of the Service, the supplier must be able to demonstrate at least a minimum organisational 'critical mass', this can be either through total number of active individual users (of the relevant product) greater than 100,000 users globally or investment funding and/or turnover in excess of £5,000,000. If the company is a subsidiary or spin-out then support of a parent organisation with turnover in excess of £5,000,000 is required. It will be expected that either of these criteria are clearly demonstrated through appropriate documentation.</p>						Pass/Fail
3.	What was your organisation's turnover in the last two years (if this period applies)?	Turnover:	Year Ended:	Turnover:	Year Ended:	
		£		£		
4.	What was your organisation's net profit (or loss) after tax in the last two years (if this period applies)?	Net Profit (Loss):	Year Ended:	Net Profit (Loss):	Year Ended:	
		£		£		

Technical Capability and Experience		Mark
5.	The Supplier must provide a description of its measures for ensuring quality as indicated in article 49 of 2004/18/EC. For this item, a copy of the supplier's ISO 9000 certificate will be adequate. If the Supplier is not registered under ISO 9000, then a brief description of the policy used to ensure appropriate quality will be acceptable.	Pass/Fail
6.	<p>The Supplier must satisfy Janet(UK) as to the security of the service delivery platform. For this item, a copy of the supplier's or where appropriate its hosting company's ISO 27001 certificate will be adequate. If the Supplier is not registered under ISO 27000, then a brief description of the policy used to ensure appropriate security will be acceptable.</p> <p>Janet(UK) will require reassurance as to the strength and durability of the Supplier's organisation and will require evidence as to how the scalability, security and reliability of the service will be managed so that the Janet community can use it with confidence. This evidence should include the following:</p> <ul style="list-style-type: none"> • architecture and implementation of the service platform; • where it is hosted and the track record and reputation of the hosting company; • customer references for both Supplier and hosting company should be provided. <p>The names, short bio and track record of key staff (e.g. founders of the company and technical leaders)</p>	Pass/Fail
7.	The Supplier shall state which Lots it is bidding for.	Pass/Fail

TECHNICAL REQUIREMENTS FOR ADMITTANCE ONTO THE SERVICE

The service is to be divided into Lots as defined in the tables below. A Supplier may make responses to one or more Lots and must meet the requirements of each Lot in full to be appointed as a supplier for that Lot. A Supplier that can offer either directly or in partnership with others the facilities of all four Lots is likely to be able to satisfy the vast majority of education and research customer requirements with the most user friendly operational capability.

The requirements are not expected to cover the detailed capability of a wide range of products and services. Successful Suppliers will be expected to provide fully detailed service descriptions with pricing so that potential users may make informed choices.

Suppliers who cannot meet the requirements of Lot2 but who can show that they are a certified member of the EU and Swiss Safe harbour Frameworks, operated by the U.S. Department of Commerce and enforced by the Federal Trade Commission ("Safe Harbor"), and as such adhere to the EU and Swiss Safe Harbor Principles with respect to the transfer, processing and security of any data transferred from the EU area or Switzerland, should state that in the response to Lot1. For the avoidance of doubt, while such a statement may enhance the Supplier's Lot1 offer it will NOT allow entry to Lot2.

Lot 1 represents the most basic facilities which would permit entry to the DPS, it is expected that Suppliers to Lot 1 will offer capabilities beyond the basic requirements, even though they may not meet the specific requirements of Lots 2 and 3 or 4. All Suppliers must show how they will prevent unauthorised access to customer data in their care.

Lot1 Basic Sync and Share		Mark
8.	The Supplier must provide sufficient information and confirm that it has network arrangements established as laid out in section 1.5.	Pass/Fail
9	The Supplier must describe how it will prevent unauthorised access to customer data in its care.	Pass/Fail
10.	The Supplier must confirm that it is able to store all commonly used file types and objects and to display them using conventional hierarchical folder presentation through any web browser and/or their freely available client for Linux or Windows PC, Apple desktop and laptop devices, tablets and smartphones.	Pass/Fail
11.	The Supplier must confirm that file owners may share files with collaborators who may be within the same institution, other institutions or even members of the public.	Pass/Fail
12.	A service that restricts sharing to registered users exclusively will not be acceptable. For example a registered user of the service should be able to send a link to a file to a non registered person and for that second person to access the file without needing to register for an account. The Supplier must confirm that the service doesn't restrict sharing to registered users only.	Pass/Fail
13.	The Supplier must confirm that users have the option to download and synchronise files and objects on their mobile devices, such as tablets, laptops, smartphones and secondary desktop machines.	Pass/Fail

14.	<p>The following requirement is for information only:</p> <p>The Supplier should state whether users may rely on files being backed up within the core service offer and if so what service level guarantees are offered including (but not limited too) service availability and data durability, or whether users are expected to make their own arrangements to back up any files stored.</p> <p>The Supplier may wish to highlight how key facilities are offered within the service by completing the table at Annex D.</p>	Information
15.	<p>The following requirement is for information only:</p> <p>The Supplier must state whether version control is an integral part of the service and if not how it recommends users manage version control in a collaborative environment.</p>	Information

Lot2 is designed to highlight for potential users those Suppliers whose services may be better suited to sensitive data through having facilities to guarantee that data will be held within the EEA, meet the requirements imposed by EU Data Protection Principles and offer suitable protection for IPR. Suppliers to Lot2 must already have been accepted under Lot1. The contractual arrangements for Lot2 are similar to those for Lot1.

Lot2 EEA Hosting and Data Protection issues		Mark
16.	The Supplier must confirm that it has been accepted under Lot1.	Pass/Fail
17.	To qualify for this Lot any Supplier must confirm that it offers all elements of Lot1, that all data will be stored in the EEA and that it can ensure compliance with Data Protection Principles, for example compliance with the EU model clauses or equivalent and offer specified protection for IPR.	Pass/Fail

Lot3 is aimed at services which make security of content strong, by integrating facilities which are built to the best available accepted standards. Lot3 opens the opportunity for third party specialist security suppliers to offer their services in partnership with the sync and share providers. A Supplier should only apply for Lot3 if its capability supports the continued encryption of content throughout the life cycle from point of origin, through transmission to the sync and share storage platform in the cloud and re-transmission to a destination device. Suppliers to Lot3 must already have been accepted under Lot1. The contractual arrangements for Lot3 are similar to those for Lot1

Lot3 File Encryption and Security		Mark
18.	The Supplier must confirm that it has been accepted under Lot1.	Pass/Fail
19.	The Supplier must confirm that it employs AES standards for encryption.	Pass/Fail
20.	The Supplier must confirm that files can be encrypted before upload into the cloud.	Pass/Fail
21.	The Supplier must confirm that files are encrypted at rest and during transmission.	Pass/Fail
22.	The Supplier must confirm that encryption keys are controlled by the file owner or their administering institution	Pass/Fail
23.	The following requirement is optional and will not be marked on a pass/fail basis: If the Supplier is a specialist third party encryption service it may wish to list cloud storage services with which it is compatible	Optional

Lot4 is designed to open the possibility of users being able to authenticate on the sync and share service using their institutional credentials. This is particularly important to simplify collaboration usage. Suppliers to Lot4 must have been accepted for at least Lot1. The contractual arrangements for Lot4 are similar to those for Lot1

Lot4 Integrated User Authentication and Identity Management		Mark
24.	The Supplier must confirm that it has been accepted under Lot1.	Pass/Fail
25.	The Supplier shall confirm that it supports SAML1.1 and/or SAML2	Pass/Fail
26.	The Supplier shall confirm that it supports federated access to its service through the UK Access Management Federation and / or the eduGain confederation.	Pass/Fail

PRICING

The requirements for pricing shall apply to all Lots.

Pricing		Mark
27.	The Supplier must provide a mechanism to provide indicative pricing within 2 working days (Monday – Friday except UK Bank Holidays) for the services it offers; this may be in the form of price lists on the world wide web or through email contact.	Pass/Fail
28.	The Supplier must confirm that each individual customer will not be charges any ingress, egress or bandwidth charges.	Pass/Fail
29.	The following requirement is optional and will not be marked on a pass/fail basis: A Supplier who offers “Freemium” pricing must highlight the thresholds at which payment triggers and state clearly whether this is on a per user or per institution basis and provide prices that apply above the threshold.	Optional
30.	The following requirement is optional and will not be marked on a pass/fail basis: Each Supplier is encouraged to offer discounts for volume usage and must state clearly how volume aggregation is to be monitored and discounts calculated and applied.	Optional

FREEDOM OF INFORMATION

While Janet(UK) is not obliged to respond to any requests for information, whether under the Freedom of Information Act (the “FOIA”) or otherwise (except where it has a legal obligation for other purposes), we endeavour to respond in the spirit of the FOIA, where we are reasonably able to do so, taking into account the resource implications in preparing a response.

If the Supplier considers that any information supplied in its response is either commercially sensitive or confidential in nature, this must be clearly marked and the reasons for the sensitivity given.

In such cases, the relevant material will, in respect of any request for information made by a third party to Janet(UK), be examined in the light of the exemptions provided in the FOIA. However, by virtue of its submission of a Tender, the supplier accepts that the decision as to whether to disclose such marked parts of the Tender will rest solely with Janet(UK).

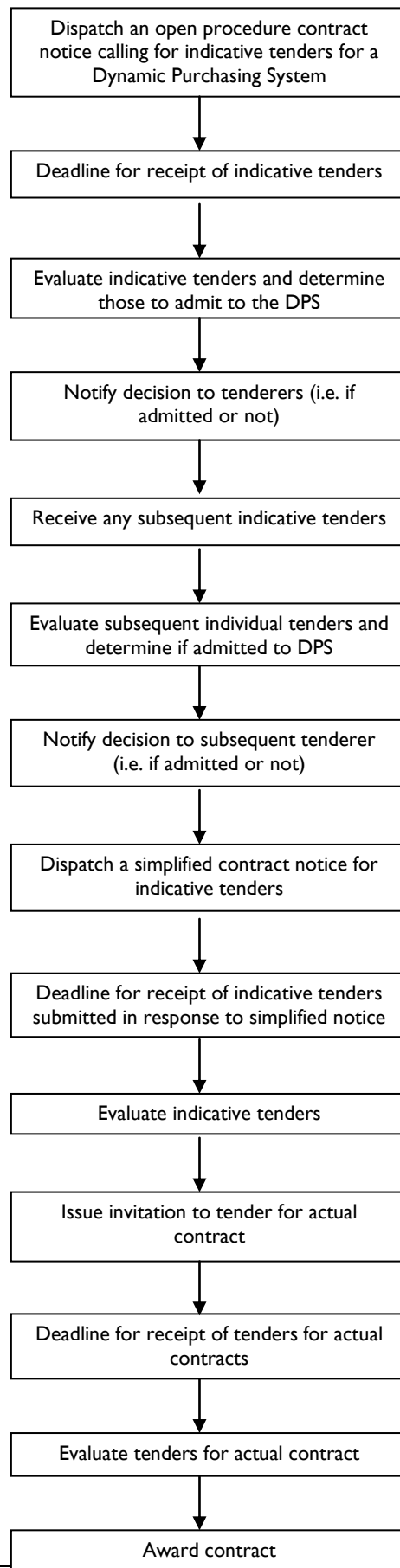
FOI		Mark
31.	The Supplier must highlight any information that is either commercially sensitive or confidential in nature and reasons for the sensitivity should be given.	Pass/Fail
32.	The Supplier must provide contact details (name, telephone number and email address) of the person within its organisation that is responsible for dealing with FOI requests.	Pass/Fail

ANNEX B: COVER SHEET

Company Information		
Registered and address: Office	Company or charity registration number	
	VAT registration number	
	Date of formation (and date of registration in relevant state if different from each other)	
	Name & address of immediate parent company	
	Name & address of ultimate parent company	
Type of organisation	A public limited company	
	A limited company	
	A limited liability partnership	
	Other partnership	
	Sole trader	
	Other (please state)	

Contact details	
Contact details for enquiries about this Indicative Tender	
Name	
Address	
Telephone number	
E-mail address	

ANNEX C: DYNAMIC PURCHASING SYSTEM



GLOSSARY:

The Janet Sync and Share Purchasing Service	The Service
Supplier	An economic operator that is seeking admission to the service and/or has been accepted onto the Service and is eligible to respond to mini-competitions.
Indicative Tender	The tender that a Supplier must submit to be considered for admission onto the Service.

ANNEX D: FEATURES AND FACILITIES

Identify any restrictions to maximum file size and how these may be increased if such options are available	
State which OS are supported for clients e.g. including but not limited to Windows, Linux, Mac OS, Android, iOS, Windows phone	
State how folders are created on multiple devices to achieve synchronisation and how off-line usage is managed	
Describe mechanisms to allow sharing of individual files and folders e.g. URLs or shared folder access	
Confirm that there is the capability to view or edit any stored files online	
State if developer APIs are available and where details can be found	
Describe usage reporting mechanisms which can be provided to identify usage details and trends	

Suppliers may extend the table to describe other value added features e.g. collaboration, media streaming capabilities.