



Cloud and Data Centre Framework Buyer's Guide

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1. What is the scope of the framework?

This framework agreement has been set up by Janet to deliver a combination of infrastructure and services to organisations to respond to the needs of the Janet community for data centre facilities and computing infrastructure (either on campus, off campus or both). These facilities will accommodate customer, supplier owned or leased equipment.

These services will comprise equipment co-location, virtual servers and those aspects of cloud computer technology commonly referred to as IaaS and PaaS alongside complementary professional services to deliver these solutions.

2. Who can use the framework?

The scope of the framework covers purchases by Janet, Janet connected organisations, Regional Network Operators, members of the Purchasing Consortia and the Regional Broadband Consortia. Details of the regional networks are available at:

<https://www.ja.net/products-services/janet-connect/janet-connections/janet-connected-sites/regional>

Each Purchasing Consortium list of members is available 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-Members1.pdf>

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

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

A full list of the Regional Broadband Consortia is available at:

<http://www.nen.gov.uk>

The individual organisations placing orders are referred to in this document as 'the customer'.

3. How does the framework operate?

Eight suppliers have been equally ranked on the framework. Customers must select a supplier by running a mini-competition against its specific requirement with all capable suppliers on the framework. In alphabetical order the suppliers are:

Supplier	Email contact	Primary contact number	Secondary contact number
Capita	christopher.wiseman@capita.co.uk steven.smith4@capita.co.uk	07917 085457 (North)	Janetframework@capita.co.uk
Dell	Higher_Education@dell.com	01344 373 716	07739 331408 (Katrina Dore)
Eduserv	sales@eduserv.org.uk	01225 470597 (Elizabeth Batt)	01225 474349 (Tim Hobday)
Fujitsu	Government.Frameworks@uk.fujitsu.com	0843 365 1549	07867825399 – Nigel Wood
HP	UKPSframework.response@hp.com	07790 490 859 (Peter McCabe)	0141 814 8311 (Rodger Steven)
Liberata	ITSolutions@liberata.com	0114 2860614	07989 259695 (Tim Heseltine)
Logicalis	edupublicsector@uk.logicalis.com	01753 777200	07989 578770
Verizon	uk-public-sector@intl.verizon.com	07785 550765 (Andy Phipps)	

Please contact Janet in the early stages of your supplier research as we can advise you on technical and procurement aspects.

4. What is the duration of the framework?

The initial term of the framework is for four years from 7 February 2012 to 6 February 2016. Janet may include a possible extension for a further period of six years subject to annual performance (including value for money) review.

5. Has Janet appropriately justified establishing a framework for more than four years?

Yes, Janet stated in the Contract Notice that *“The framework is for greater than four years due to the investment in time and cost for suppliers including but not limited to the connection to the Janet network. By facilitating the potential for longer term arrangements with appropriate break clauses longer term partnerships can be fostered, which will be beneficial to both suppliers and customers and will enable return on investment for suppliers.”*

6. Was this framework tendered under EU procurement rules?

Yes, this Framework was advertised in OJEU on 5 October 2011 number 2011/S 191-311680 and tendered using the restricted procedure. Janet published a contract award notice in the journal and also published the contract award notice on the Janet web site. The Pre-Qualification Questionnaire (PQQ) and Operational Requirements document is also available.

<https://community.jisc.ac.uk/groups/cloud-and-data-centre-framework>

7. What evaluation criteria/weighting was used?

The contracts were awarded on the basis of the offers that were the most economically advantageous. The main criteria that were used to determine which offers were the most economically advantageous were:

	Marking	Item
1.	Pass/Fail	The supplier's ability to meet the mandatory requirements (as defined in section 3 of the OR).
2.	70% of total marks.	Janet's assessment of the supplier's technical merit and quality to enable it to provide the services described in this document on a timely basis based on the responses to the information requirements, Janet will also take into account any information it holds on the performance of current suppliers it uses when evaluating the tender responses.
3.	30% of total marks.	Charges IR65 scores 200 marks, the score will be worked out using the formula: $\frac{\text{Lowest price}}{\text{Price being evaluated}} \quad \times \quad 200$

Most sections (3.2.1, 3.2.2, etc.) had a total of 100 marks allocated to it including all subsections if applicable. Once the OR response was evaluated the final mark was based upon the relative weightings of that section.

Section	Weighting	Applicable IRs
3.2.1 Secure datacentre and co-location provision	10	
3.2.1.1 Environmental		IR2,IR3
3.2.1.2 Security		IR6
3.2.1.3 Facility management and support services		IR7, IR8, IR9
3.2.1.4 Cabinet specification and capacity		IR12, IR14
3.2.1.5 Passive infrastructure		IR15
3.2.2 Infrastructure services (IaaS)	12.5	IR17, IR19, IR20
3.2.2.1 Availability monitoring		IR21, IR22, IR23
3.2.3 Billing and reporting tools	2.5	IR25
3.2.4 Information Security	7.5	IR28 – IR34
3.2.5 Technical infrastructure design	10	IR35, IR36
3.2.6 Janet WAN connectivity	2.5	IR38, IR39, IR40
3.2.7 Disaster recovery	5	IR41
3.2.8 User access management	2.5	IR42, IR43
3.2.9 Innovation	7.5	IR44, IR45
3.2.9.1 Complementary services		IR46
3.2.10 Product marketing and sales	2.5	IR47
3.4.1 Help Desk	5	IR50, IR52, IR53
3.4.3 Service level agreements	2.5	IR57, IR59, IR60
4.1 Customer charging	23	IR61, IR63, IR64, IR65
4.2 Janet Cloud sustainability charging (This refers to the Janet Cloud sustainability fee payable by the supplier to Janet, and does not need to be re-tested by the customer when running a mini competition.)	7	IR67

8. Are there terms and conditions that must be used?

The Janet framework agreement signed by Janet and each supplier will govern all business conducted. The framework agreement incorporates the pro forma customer contract that will be signed by the supplier and the customer. A copy of the generic agreement is available on the Janet web pages at:

<https://community.jisc.ac.uk/groups/cloud-and-data-centre-framework>

The pro forma customer contract in schedule one of the framework agreement will form the basis of any call off contract awarded. Specific details will be agreed between the supplier and the customer and inserted into the call off contract where indicated including into the schedules. Any

further changes to the call off contract will be made in accordance with the process set out in clause four of the pro forma customer contract by using the Contractor's Service Order Form (to be inserted into Schedule two of the call off contract).

9. How do I run a mini-competition under this framework?

1. Establish the requirement
2. Develop the mini-competition document:
 - a. Create a specification for the requirement.
 - b. Create evaluation criteria using the criteria published by Janet with any modification of the weighting. The customer may choose to use Janet scores. These are available from the Janet Cloud team to bona fide customers and are strictly commercial-in-confidence. The customer is allowed to vary the weightings of the published award criteria within the range of 50 and 200 percent (i.e. half or double their original tender weightings).
 - c. Decide on a return date for tenders. Depending on the complexity of the requirement, we would recommend an absolute minimum of 15 but preferably 25 working days on more complex project work requiring a site visit prior to the supplier's response.
 - d. Decide who will be on the evaluation panel.
3. Issue the mini-competition document to all capable suppliers on the framework agreement.
4. Open tenders after the published deadline and evaluate tenders. A number of spreadsheets with instructions have been created to assist in the evaluation process. These are available to bona fide customers from the Janet Cloud team and must be kept strictly commercial-in-confidence.

The formula used to evaluate charges is: (lowest price / price being evaluated) * 100 to obtain a percentage of the charges score that must be allocated.
5. Issue award or regret letters as appropriate to all bidders.
6. Place an order using the *Pro-forma Contract with Customers* in schedule one of the agreement.

10. Are there any additional steps for above threshold orders?

Yes. In addition to steps one – six in section ten, following the implementation of the remedies directive a customer must include in the letter a summary of the reasons for the rejection of the tender, the characteristics and relative advantages of the tender selected and the name of the successful tender. The letter should also include a precise statement of the exact standstill period applicable. The standstill period must run for at least ten calendar days between the date of despatch of this information and the date on which it proposes to enter into the contract (place the order). Note that 'day one' is the day after the issue of the notification of the award decision. The standstill period cannot end on a non-working day, therefore if the last day of the standstill is a weekend or bank holiday, then the period has to be extended to the next available working day.

11. What are the benefits of running a mini-competition?

- Mini-competitions are faster and less onerous than a full tender process.
- There is no need to advertise the requirement in the European Journal (OJEU).
- Although the basic contract terms will have been established a mini-competition enables the customer to refine its exact requirement.
- Having a range of suppliers on the framework provides increased choice and competition for the customer and a better chance of achieving best value for money.
- Janet has already assessed the successful suppliers' capacity and capability using the selection criteria of personal situation of the candidate or tenderer, economic and financial standing, technical capability and experience.
- The terms and conditions of the agreement have already been established. There is no need for customers to negotiate on contract terms with suppliers.
- Following the guidelines below and elsewhere in this Buyers' Guide will help ensure that the customer adheres to EU procurement legislation.

12. What should the customer remember when running a mini-competition?

- EU Treaty-based principles including equal treatment, transparency and non-discrimination still apply to mini-competitions and resulting call off contracts.
- Frameworks do not create any contractual obligations but a call-off does. By placing a call-off contract with a supplier from a framework the customer is making a commitment to purchase the specified goods/services from that supplier.
- By running a mini-competition the customer is allowed to define its requirements within the basic structure of the framework prior to making a call off, but the customer can't change the scope of the framework. This framework can't be used to purchase anything other than data centre facilities and computing infrastructure services.
- Focus the mini-competition award criteria on the actual requirement (i.e. the service the customer requires, delivery timescales etc.). The customer is not permitted to evaluate suppliers on selection criteria: personal situation of the candidate or tenderer, economic and financial standing, technical capability and experience because these have already been evaluated by Janet at the framework selection stage.
- Set reasonable timeframes for responses that reflect the complexity of the requirement.
- Maintain confidentiality until after the closing date (i.e. ask for sealed bids from suppliers and only open bids after the tender deadline).
- The award criteria and percentage applied to each order must be notified to the suppliers at the mini-competition stage. The customer should disclose to the suppliers every question and aspect the customer will evaluate and what points/percentage of points are available respectively.
- For call-offs under the framework that are above the threshold the ten-day mandatory standstill should be applied. The debrief for above threshold call-offs is the letter that is issued at the start of the standstill period that includes a summary of the reasons for the rejection of the tender, the characteristics and relative advantages of the tender selected and the name of the successful tender. The letter should also include a precise statement of the exact standstill period applicable.

13. How does a customer contact suppliers?

Customers should contact suppliers using the email address given in section three of this document after contacting Janet.

14. How does a customer contact Janet in connection with the framework?

Queries should be directed to service@ja.net

15. How does a customer provide feedback about a supplier?

Any comments should be raised directly with the supplier contact, and Janet should be copied so that the Janet framework manager can check to ensure that it is resolved through the framework service reviews with the supplier.

16. Can I buy any other equipment via this framework, e.g. video equipment?

No. customers can purchase a broad range of co-location, virtual servers and those aspects of cloud computer technology commonly referred to as IaaS and PaaS alongside complementary professional services to deliver these solutions through this framework. No other equipment can be purchased through the framework.

17. Are there any other costs I need to be aware of?

Yes. In order to create and maintain this framework agreement suppliers who sell goods and services using it are required to pay Janet a two percent fee. This fee will be incorporated into the price that you will see during the mini competition and all suppliers are liable to the same fees. The reason for this is to ensure that the Janet Cloud can continue to develop this framework, including management of suppliers, assistance to potential buyers on this framework and a variety of other activities, which will advocate and develop cloud services within the Janet community.