



## Data Archive to Tape as a Service

### Operational Requirement

This document and the information it contains are provided solely for the purpose of allowing potential suppliers to provide a tender for the services being procured. It is issued under the Open Procedure of the European Procurement Directive.

**Any supplier wishing to submit a response to this Operational Requirement must register its intent with Janet(UK) before submitting the proposal. Janet(UK) will not accept proposals from suppliers who have not registered according to the procedure described in this document.**

**Janet(UK) will not accept any registrations after 12:00 on 13 September 2013**

**Please do not try to upload documents very close to the closing time of the procurement because tender boxes will be locked at 12:00 on 17 September 2013 and any documents that are part way through being uploaded will be rejected.**

**A RESPONSE RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.**

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### 1. INTRODUCTION

This document is the Operational Requirement (OR) for the procurement to establish a single supplier framework to provide Data Archive to Tape as a Service.

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.

#### 1.1 Janet

“Janet” is the name given the network infrastructure that supports 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 United Kingdom.

Janet provides services to all Higher Education Institutions, Further Education and 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.

#### 1.2 Contracting Authority

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

### 2. SCOPE OF CONTRACT TO BE PLACED

#### 2.1 Janet users

Janet currently interconnects and provides wide-area network services to all Higher Education Institutions, Further Education Colleges and Research Council establishments in the UK. Connections are also provided to other organisations, including those in both the public and commercial sectors, which work in collaboration with these bodies in the areas of education, training or research.

In addition, Janet provides wide-area backbone and associated national services to each of the Regional Broadband Consortia and to a number of Local Authorities in England, particularly in the context of the schools’ National Education Network. Similar services are currently provided to the Glow schools’ network in Scotland. Janet provides services as well to the PSBA Network in Wales and the Classroom 2000 network in Northern Ireland. Janet services are also provided to a number of Local Authorities, Local Education Authorities and Unitary Authorities to serve the needs of personal and community development education, and for other activities of the Authorities which are of benefit to the public, primarily but not exclusively in the context of education and training.

The Janet Eligibility Policy defines the conditions under which any organisation is eligible for Janet services. The present Eligibility Policy is available at:

<https://community.ja.net/library/janet-policies/eligibility-policy>

The Data Archive to tape as a Service capability will be aimed initially at the needs of researchers and business applications for legal and policy compliance. In particular researchers are increasingly required by the policies of their funders to preserve data for reference and re-use in the long term future.

For background information please be aware that Janet(UK), Jisc and the DCC have undertaken workshops and events in order to calibrate potential customer expectations in this respect and Suppliers may find this Blog useful background:

<http://www.dcc.ac.uk/blog/defining-institutional-data-storage-requirements>

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

Many of the above bodies 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/about/members-list.aspx>  
<http://www.supc.ac.uk/aboutsupc/supc-members>  
[www.nwupc.ac.uk/members/index.php](http://www.nwupc.ac.uk/members/index.php)  
<http://www.neupc.ac.uk/our-members>  
<http://hepcw.procureweb.ac.uk/aboutus>  
[www.apuc-scot.ac.uk/home.htm](http://www.apuc-scot.ac.uk/home.htm)  
[www.wfepc.com](http://www.wfepc.com)

### 2.2 Size and duration of contract

Janet(UK) is seeking to establish a single Supplier framework to last for up to ten years with a performance review after seven years. The framework is for greater than four years due to the investment in time and cost for the supplier and the long term commitment implied by an archive. Contracts placed by members of the Janet community may last longer than this if required.

The framework will function in a self sustaining manner. Janet(UK) will be entitled to recover a 2.5% framework charge such that costs incurred by Janet(UK) in enabling and facilitating this framework are met.

## 3. THE FACILITIES REQUIRED

### 3.1 Background

The policies of research funders have created an atmosphere in which data is seen as a long term asset needing effective archive and curation. This in turn has highlighted a need for highly reliable archive storage services for a wide range of digital data. In some subjects such as archaeology and social sciences well established facilities exist, but for the majority of researchers the need is not yet fulfilled. At the same time there is a growing need to preserve large volumes of business data for compliance and future research.

### 3.2 The General Requirements of a Tape based Archive Service

For the purpose of this Framework, archive data is defined as data that is being preserved so it can be accessed in the future and is generally data that is being retained beyond the reason for which it was first created, for example after the end of a research project.

Typically, archive data will not change and there is usually no expectation of very frequent access. The use of automated technology for tape libraries means that it is possible and indeed desirable, to have network access to archive data with relatively quick access but still achieve cost-effective storage. Particularly (but not exclusively) for research data that is designated "open access" the archive service must be active in ensuring the data is accessible, e.g. through migrations to address technical obsolescence and integrity checks and repairs to ensure data is not corrupted or lost. In

some cases this may imply joint work between the Supplier and librarians and archivists at the customer institution.

Whilst it is expected that archive systems/services can directly support a reasonable level of access there are cases where data is not necessarily best served to users 'straight from the archive', especially if access to a data set will happen frequently or if large data sets need to be delivered over the internet. It is therefore likely that the archive may be cast in a "master/slave" relationship with a repository and is used in effect as a safe long term low access extension to that repository (e.g. Dspace or Eprints) then user identification and authentication must be done by the institutional repository. Only the repository can access the archive (through suitable APIs) and the archive must be secured from all external access.

Nonetheless in order to cater for the case where direct access may be appropriate the successful Supplier will need to show how their services may support delivery of archive content noting that access may, or may not, need to be constrained. For example:

- Data could be Open Access with the only constraint that the user of the data has to wait for access to be available.
- Data could be unrestricted in its use, but the user requesting the data is required to contribute to the cost of access.
- Data could be restricted by requiring registration or some other form of identification, but once done use of the data is otherwise unrestricted.
- Data could be restricted to a specific group of users, e.g. within a department, institution, research collaboration, or for educational use. In this case the user may have to complete a request for access.

A given dataset may transition between these states during its lifecycle, for example access could be within an institution at a pre-publication stage (public access is embargoed) but this changes to Open Access when the publication is made.

Restricting access implies a security model that can be used to identify, authenticate and then control access to users of the data. If the archive is used to serve access requests directly, or is connected to content delivery platforms outside of an institution then a more sophisticated security model may be needed. For example, if archive access is permitted to individuals or institutions in the wider research community then this could require support for those using existing institutional credentials through processes such as those currently being piloted by Janet Moonshot<sup>1</sup>.

### 3.3 Infrastructure Requirements

To be suitable for the wide range of data used amongst the community any service must be able to meet the following key criteria:

- Secure Access Control.
- Meet UK legal requirements for the storage of sensitive personal data and be based within the EU.
- Connect direct to the Janet backbone or show equivalent capability to meet access performance needs.
- Support and maintain a range of data format standards.
- Guarantee the safety of the data throughout the period it is held in the archive.
- Work with subject specialists and archivists/librarians at customer institutions on format refresh and secure removal of data at end of life.

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<sup>1</sup> <https://www.ja.net/products-services/janet-futures/moonshot>

- For each data set submitted to the archive the option for the set up of a data management plan must be available which will outline the tasks (if any) to be performed on the data from time to time while it is held in the archive.

### 3.4 Commercial Arrangements

Long term commitment must be sustainable and that implies a number of key commercial arrangements.

The guarantee of the safety of the data must be underpinned by satisfactory insurance arrangements which must be demonstrated to Janet(UK), together with arrangements for ensuring that such insurance is maintained throughout the life of any contract awarded under the framework.

Funds paid upfront must be secured in a suitable Escrow account and called off through a payment plan which may be linked to the data management plan referred to above as appropriate. Any outstanding balance must be refunded to the customer on contract termination

The level of ingress and egress charges must be such that the use of both the archive service and data held within it is not inhibited.

### 3.5 Glossary of Defined Terms

The following terms are used in this document with meaning as assigned below:

**Integrity** – The content of any electronic media in the archive is assured to be unchanging from the point of ingest.

**Availability** – The period when the archive service and its content are available for use by duly authorised persons or systems which is expected to exceed 99% of the time.

**Resilience** – The ability of the archive service overall to remain available despite component failures. E.g. if one data centre is unavailable the service is accessible from another.

**Authenticity** – The content of any media can be relied upon and its source is known with certainty.

**Confidentiality** – The knowledge that only authorised people/systems can access a file.

## 4. PROCUREMENT PROCEDURE

### 4.1 General issues

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

### 4.2 Registration

Each interested Supplier is required to register its intention to submit a response to this OR via the Janet e-tendering opportunities portal at:

<https://tenders.ja.net>.

**Note:** if your company is not already registered as a user of the Janet(UK) portal it is necessary first to register as a user of the portal. Once this registration is accepted by Janet(UK), a username and password will be issued, and should be used for all future accesses to the portal. Note also that Janet(UK) will reject a Supplier's registration if there is already a registration on the portal for that Supplier. Please remember also 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. When the username and password are received, it is necessary then to login and register interest in a specific contract.

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.

A detailed Supplier User Guide on how to use the Janet(UK) e-tendering opportunities portal can be downloaded from the portal itself: <https://tenders.ja.net>

Please note that Janet(UK) will **not** accept any registration requests after the close of registration date given in the timetable in section 4.5.

### 4.3 Electronic copy

An electronic copy of the Operational Requirement is available to download from the Janet(UK) e-tendering opportunities portal at: <https://tenders.ja.net>

### 4.4 Clarifications to the requirements

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

Each registrant should raise any issues of clarification via the Janet(UK) e-tendering opportunities portal at <https://tenders.ja.net>. Where issues of clarification arise which are relevant to more than one candidate, these will be made available via the Janet(UK) portal. Any clarification request should be submitted by no later than the date given in the timetable in section 4.5, as Janet(UK) cannot guarantee to answer any requests submitted after this date.

### 4.5 Timetable

The steps and timetable for this procurement are as follows:

Activity	Date
Notice to European Journal	30 <sup>th</sup> July 2013
Final date for clarifications	12:00 Noon Thursday 12 <sup>th</sup> September 2013
Final date for registration	12:00 Noon Friday 13 <sup>th</sup> September 2013
<b>Closing date for tenders</b>	<b>12:00 Noon on Tuesday 17<sup>th</sup> September 2013</b>
Selection of preferred Supplier	30 <sup>th</sup> September 2013
Contracts placed by	18 <sup>th</sup> October 2013
Estimated Service Commencement Date	By 31 <sup>st</sup> December 2013

Janet(UK) reserves the right to vary this timetable if the need arises, within the constraints of the European Directive.

Tenders will be expected to remain valid for six months after tender submission.

Janet(UK) may invite suppliers to attend tender clarification meetings if required.

### 4.6 Evaluation

The contract will be awarded on the basis of the offers that are the most economically advantageous.

The mandatory requirements will be evaluated on a pass/fail basis and therefore will not be scored. If a Supplier fails a question in this section then the tender will not be considered further by Janet(UK).

The main criteria to be used in determining which offers are the most economically advantageous will be:

	Marking	Item
1.	Pass/Fail	<b>Mandatory Requirements</b> The Supplier's ability to meet the mandatory requirements.
2.	70% of total marks.	<b>Technical Information Requirements</b> Janet(UK)'s assessment of the Supplier's technical merit and

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		quality to enable it to provide the services described in this document on a timely basis based on the responses to the information requirements. IRs that apply to this section are IR6, IR9, IR11, IR12, IR13, IR14, IR17, IR18, IR19, IR20 and IR21. Total marks available are 280.
3.	30% of total marks.	<b>Charges Information Requirements</b> IRs that apply to this section are IR22, IR23, IR25 and IR27. Total marks available are 120. The formula that will be applied to IR22 will be $\frac{\text{Lowest Price}}{\text{Price being evaluated}} \times 30$

Janet(UK) reserves the right not to award any contract.

### 4.7 Delivery of tenders

Suppliers are required to upload their response to the Janet(UK) e-procurement portal by the time and date specified in section 4.5.

The documents must be provided in PDF format with the exception of spreadsheets that should be provided in Excel format. Any non-standard fonts used in submissions must be embedded in the document.

Please do not try to upload documents very close to the closing time of the procurement, because the tender boxes will be locked at 12:00 and any documents that are part way through being uploaded will be rejected.

In order to assist in the evaluation of tender responses, each Supplier is asked to provide its response in one document rather than submit a main document with reference to other separate documents. As part of this process, each Supplier should provide the pertinent information within the response document rather than submitting a large annex document that procurement panel members need to read in its entirety in order to obtain the key facts.

A response submitted after the deadline will not be considered.

### 4.8 Format of tenders

The response to the specific requirements must take the following format:

#### A Management Summary

This section should be a single page summary describing the main points of the bid.

#### B Description of Services Proposed

This section must describe the services proposed. The information required to satisfy all the specific requirements must be provided in this section.

The response must address all the requirements both Mandatory Requirements (MR) and Information Requirements (IR) detailed in all sections of this OR.

The order of replies to requirements (MR and IR) must be given in the same numerical order as they are stated in this document. The reference number and the text of the requirement to which it relates must precede each response.

### 4.9 Document notation

*MR<sub>n</sub>* A mandatory requirement.

A solution that does not meet all mandatory requirements will not be acceptable.



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. Tenders must satisfy all mandatory requirements. Failure to satisfy a mandatory requirement will exclude a tender from further consideration.

*IRn* An information requirement

It is vital that Suppliers provide full information on specific topics. These topics are identified as information requirements. Failure in a tender to provide full, relevant information in answer to information requirements may lead to exclusion of the tender. Assessment of the quality of the tender will be based on the responses to these requirements, and will influence the selection process.

## 5. REQUIREMENTS FOR EVIDENCE OF COMPETENCE TO SUPPLY

The questions in this section will be used by Janet(UK) to judge a Supplier's competence to supply. This section will be evaluated on a pass/fail basis. If a Supplier fails a question in this section then its tender will not be considered further by Janet(UK).

### 5.1 Personal situation of the Candidate or Tenderer

*MRI* .....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:

- (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—
  - (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.

MR2 .....*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*

- *{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.*

### 5.2 Economic and financial standing

Janet(UK) routinely runs credit checks on Suppliers submitting tender responses. The results of those credit checks will be taken into account as part of the evaluation of the economic and financial standing of companies.

MR3 .....*The Supplier must provide evidence of financial and economic standing, as specified in Article 47 of EU directive 2004/18/EC by providing verification of the undertaking's overall turnover the last three financial years available.*

MR4 .....*The Supplier must provide its company registration number and address for credit checking.*

### 5.3 Technical capability and experience

MR5 .....*The Supplier must deploy appropriate measures and processes to ensure quality in the delivery of its services. The supplier shall provide a brief description of its measures for ensuring quality.*

Janet(UK) expects that Suppliers will operate a process for the continuous improvement of services and that technology and good practice will be developed and communicated to customers.

IR6 .....*The Supplier shall outline its process for service improvement and engagement with customers and show how its skills and expertise are deployed in this context. Suppliers should include any specific employee qualifications and experience, training policies and case studies/references where appropriate. [40 marks]*

## 6. REQUIREMENTS FOR AWARD OF THE OFFERED SERVICE

### 6.1 Contract form

The Invitation to Tender includes a copy of Janet(UK)'s standard form of agreement. Janet(UK) requires its standard form of agreement to be used for this service. When using the open procedure, contracting authorities are prohibited from negotiating with Suppliers in respect of the agreement (typographical errors excepted), however a number of areas have been highlighted in the agreement which are dependent on the preferred Supplier's solution and these will be completed as a result of the information provided in response to this OR. Therefore Suppliers are required to confirm that if they are appointed as preferred Supplier they will accept the terms of Janet(UK)'s standard form of agreement. Failure to accept these terms will result in a Supplier's tender being treated as non-compliant and therefore rejected.

MR7 .....*The Supplier must indicate that it will accept the terms of Janet(UK)'s standard form of framework agreement.*

### 6.2 Technical requirements

A chosen Supplier must have sufficient capacity to respond to requirements from institutions which place contracts and to deliver appropriate levels of resilience, security and performance in storage and data transfer.

MR8 .....The Supplier must confirm that it uses open specification and standards, including those for encryption where applicable, to ensure that long term access to data is not dependent on proprietary formats.

IR9..... The Supplier shall describe in detail how it meets the demands of MR8 above. [10 marks]

MR10.....The Supplier shall confirm that its service provides active site resilience across at least two separate synchronised data centres, together with a facility for further off-line back up in a customer chosen or supplier recommended Data and Software Escrow provider.

IR11.....The Supplier shall describe in detail how its service meets the requirement stated in MR10 above. [40 marks]

IR12.....The Supplier shall describe in detail how the service defends against both media failure and hardware failure including the case where stored data is encrypted. [25 Marks]

IR13.....The Supplier shall describe in detail how the service defends data integrity against data transfer failures or errors. This shall include original upload, synchronisation between resilient data centres and allow for encrypted data. [25 Marks]

IR 14.....The Supplier shall describe in detail how its service protects data against human error by its staff (and, if relevant, customer staff) and consequent physical loss. [25 Marks]

MR15.....The Supplier must confirm that it has measures in place to protect against malicious attack either on-line or through physical attack on premises

MR16....The Supplier shall confirm that measures are in place (and subject to audit) to guarantee the authenticity of customer data.

IR17.....The Supplier shall describe in detail the security and authentication measures that support its compliance with MR15 and MR16 above. If confidentiality inhibits its response Suppliers should state this and explain the conditions under which a response may be given in confidence under separate cover. [35 Marks]

IR18..... The Supplier shall describe in detail how the integrity of archived objects (including those encrypted) is maintained over the long term (defined for this purpose as 10 years) paying particular attention to the issues of "bit rot" and media and software or hardware obsolescence. [25 Marks]

IR19.....The Supplier shall describe in detail how it proposes to integrate the service with typical digital preservation systems and services at education and research institutions and provide suitable ingress and egress capability. Note that compliance with MR8 above excludes **dependency** on proprietary tools but not their use. [20 Marks]

IR20....The Supplier shall describe in detail how access control and user authentication is managed and consider options for the future specifically aimed at education and research e.g. integration with Janet's Moonshot programme. [30 Marks]

IR21 ...The Supplier shall explain in detail how data will be returned safely to the customer on termination of the contract or failure of the Supplier's business. [25 marks]

## 7. CHARGES, GUARANTEES AND REVENUE SHARING

Suppliers must deploy a clear charging mechanism which may be monthly or paid up front. For some archived data an up-front charge for storage “in perpetuity” may be agreed and the Supplier will need to consider how “in perpetuity” may be defined. For guidance HE repositories typically consider periods between 10 and 25 years as “in perpetuity” at the present time. If up-front charges are levied the Supplier must show how it will safeguard funds not yet accrued as revenue in case of termination of the contract or failure of its business. Janet(UK) will seek to assist the successful Supplier in engaging with the sector and will accrue revenue to cover its costs in this respect.

IR22.....*The Supplier shall clearly explain the charging mechanism(s) that it proposes and how any advance payments not accrued as revenue will be safely held on behalf of the customer. This shall include the length of time and amount of access available to customers. [50 Marks]*

IR23.....*The Supplier shall specify the cancellation charges (if any) for early termination.[10 Marks]*

MR24.....*The Supplier must guarantee the integrity of the stored data and this guarantee must be backed up by insurance arrangements acceptable to Janet(UK).*

IR25.....*The Supplier shall describe in detail the terms of the guarantee and the related insurance policy and the mechanism by which it will assure customers that the insurance remains in force over the life of any contract. [50 Marks]*

MR26.....*The Supplier must guarantee to meet accepted standards e.g. ISO27001 and equivalents and confirm that its service and facilities are subject to external audit.*

IR27..... *Janet(UK) will assist the Supplier in promoting the use of the service. The Supplier shall confirm that it is willing to cover Janet(UK)’s reasonable costs incurred in this work through a Framework charge which will be in the form of a retrospective rebate paid quarterly in arrears on all expenditure under the Framework at 2.5%. This will be paid to Janet within 30 days of receipt of a correctly rendered invoice.*

*The pricing the Supplier submits shall be the pricing to be paid by the Institutions. The Framework charge is applicable to all turnover under this Framework. The Supplier may propose alternative approaches to covering Janet(UK)’s costs if they so wish. [40 Marks]*

## 8. FREEDOM OF INFORMATION (FOI)

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).

MR28.....*The Supplier must highlight any information that is either commercially sensitive or confidential in nature and reasons for the sensitivity should be given.*

MR29.....*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.*

## **9. RECORD RETENTION**

By submitting a tender response to this procurement, a Supplier accepts that Janet(UK) will keep a copy of the 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.