Operational Requirement for
Jisc Web filtering and Monitoring Framework

This document and the information it contains are provided solely for the purpose of allowing potential bidders to provide a tender for the services being procured.

It is issued under the Open Procedure of the EU Public Contracts Directive (2014) which came into effect in the UK under The Public Contracts Regulations 2015 on 26th February 2015.

Any bidder wishing to submit a response to this Operational Requirement must register its intent with Jisc Services Ltd (JSL) before submitting the proposal. JSL will not accept proposals from suppliers who have not registered according to the procedure described in this document.

JSL will not accept any registrations after 17:00 GMT on Thursday 7th April 2016.

Please do not try to upload documents very close to the deadline for submission because the e-tendering portal will be locked at 12:00 Noon GMT 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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Authorised by: Name: Nelson Ody  
Signature: 
Date: 
Position: Chair of Procurement Panel

Authorised by: Name: Sue Weston  
Signature: 
Date: 
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1. **INTRODUCTION**

This document is the Operational Requirement (OR) for **Web Filtering, Monitoring and Reporting**, to establish a multi-supplier framework consisting of three (3) Lots.

The procurement process will be managed according to the open procedure as specified by the Public Contracts Regulations 2015 (which took effect on 26th February 2015), and this document is an integral part of the Open Procedure procurement announced by JSL in the Supplement to the Official Journal of the European Union.

1.1 **Jisc**

Jisc is a registered charity working on behalf of UK higher education, further education and skills to champion the use of digital technologies. Historically, JISC stood for Joint Information Systems Committee but over the last decade we have evolved and as a company we are now known as Jisc. Further information about Jisc Services Ltd is available at:


1.2 **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 Jisc 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 19 million users.

1.3 **Jisc Services Ltd**

Jisc Services Limited (JSL) is a subsidiary company of Jisc the charity which facilitates the operation and delivery of Jisc activities to its customers.

1.4 **Contracting Authority**

The contracting authority is Jisc Services Ltd.

2. **SCOPE OF CONTRACT TO BE PLACED**

JSL intends to award contracts to up to a maximum of 12 suppliers on this framework agreement. There will be a maximum of 4 suppliers on each of the three Lots.

This is to support forming a pool of solutions that can be selected from, as per each individual organisation’s requirements.

2.1 **Background**

JSL wishes to establish a Multi-Supplier framework agreement to supply and support Web Filtering and Monitoring solutions from a number of different service providers.

The framework agreement envisaged is for the supply and support of a broad range of Web Filtering and Monitoring solutions to cover the wide and varied requirements within the education and research sector.

The scope of the framework covers purchases by Jisc, JSL, 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/list-of-members.html
http://www.supc.ac.uk/
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

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 framework 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

JSL expects to set up framework agreements with up to four suppliers per Lot who meet the mandatory requirements laid out below, the bidder who scores highest on the evaluation of each Lot will be nominated as the preferred supplier.

JSL anticipates that individual orders under the framework will use a simple process, making use of bidders’ terms and conditions, subject to the mandatory provisions. Bidders will however be required to sign up to a framework agreement with JSL.

JSL will work with the Suppliers to promote the framework agreement to Buyers from framework commencement.

JSL is looking for suppliers who can provide solutions tailored to customers specific needs in the following areas:

<table>
<thead>
<tr>
<th>Procurement Lots</th>
<th>Description of Solution Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 1 – Exclusively Cloud based service</td>
<td>A web monitoring and filtering solution where the architecture is exclusively cloud based i.e. no local appliances are required although an agent could be utilised.</td>
</tr>
<tr>
<td>Lot 2 – Exclusively Local Appliance based service</td>
<td>A web monitoring and filtering solution where the architecture is exclusively local appliance based I.E. no cloud based elements although remote updates could be utilised.</td>
</tr>
<tr>
<td>Lot 3 – Hybrid service</td>
<td>A web monitoring and filtering solution that can utilise both local appliance and cloud based architecture. This includes solutions that can start with either a cloud or local appliance solution and progress to a hybrid status.</td>
</tr>
</tbody>
</table>
2.2 Project Approach

This framework is to cover a wide range of potential requirements and to compliment current services. The Lots have been designed to operate independently of each other. Suppliers are welcome to bid for more than one Lot. The questions for each Lot remain the same and separate responses should be provided should more than one Lot be bid for.

2.3 Duration of Framework Agreement

JSL wishes to put in place a framework that runs for an initial 2 years with the possibility of extension for a further 2 years subject to requirements and performance review.

2.4 Framework Agreement in Practice

JSL will publish the outcome of the procurement and the terms of the framework agreement together with the ranking of the suppliers in each Lot.

For all Lots there will be a preferred supplier out of the maximum number of suppliers on each Lot (maximum numbers for each Lot are detailed above in Section 2.). The preferred supplier will be the supplier awarded the highest tender score at the establishment of the framework.

For all Lots Buyers shall award the call-off to the supplier who is considered to provide the most economically advantageous tender. This will either be:

i. Directly to the preferred supplier without reopening competition;

or

ii. As a result of running a mini-competition against its specific requirement with all capable suppliers in that Lot.

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.jisc.ac.uk/library/janet-policies/eligibility-policy

3. Overview of the Facilities Required

The Bidder is expected to respond to the following general requirements which are covered in more detail in section 6, though Bidders are encouraged to show where their relevant products and services provide additional functionality & value:

a. A licensing model to support the use of the service across a wide range of eligible organisations within the education sector, an example of a suitable model for this is provided at annexe 1. This may be in addition to the supplier’s standard model or a replacement for it. Each institution will be expected to place its own order, for an appropriate licence, either through a mini-competition or directly to the preferred supplier;

b. A mechanism of aggregated discount to encourage further uptake of the service and products;

c. Comprehensive and robust filtering options; both preconfigured and customisable;

d. The ability to monitor user behaviours;

e. Support for all common devices, operating systems and browsers;

f. A comprehensive and robust reporting system that assists the administrator in obtaining information;

g. Intuitive and easy to use interface/s that require the minimum of training;

h. Training for administrators, where training facilities are available;

i. There is a preference that the service is supported by a 24/7 helpline and/or on line support;

j. The bidder must commit to agree to pay JSL 3.5% commission on sales through the service;

k. JSL will offer the option to negotiate space in its data centre for cloud based services, which will then benefit from direct connection to the Janet backbone;
4. PROCUREMENT PROCEDURE

4.1 General Issues

All formal communication with bidders over the course of the procurement will be handled or arranged by JSL.

Responses to this OR will be accepted from any bidder providing it conforms to the requirements defined in section 5.

4.2 Registration

Bidders are required to register their intention to submit a response to this OR via the e-tendering portal at:

https://tenders.jisc.ac.uk

**Note:** if your company is not already registered as a user of the e-tendering portal it is necessary first to register as a user of the portal. Once this registration is accepted by JSL, a username and password will be issued, and should be used for all future accesses to the portal. Note also that JSL will reject a bidder’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 e-tendering 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 e-tendering opportunities portal can be downloaded from the portal at:

https://tenders.jisc.ac.uk

Please note that JSL 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 e-tendering portal at:

https://tenders.jisc.ac.uk

4.4 Clarifications to the requirements

Bidders will be provided with clarification of JSL’s requirements in accordance with the EU Public Contracts Directive (2014) and the Public Contracts Regulations 2015.

Bidders should raise any issues of clarification via the e-tendering opportunities portal at https://tenders.jisc.ac.uk. Where issues of clarification arise which are relevant to more than one candidate, these will be made available via the e-tendering portal. Any clarification request should be submitted by no later than the date given in the timetable in section 4.5, as JSL cannot guarantee to answer any requests submitted after this date.
4.5 Timetable

The steps and timetable for this procurement are as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to European Journal</td>
<td>Friday 4th March 2016</td>
</tr>
<tr>
<td>Final date for clarifications</td>
<td>1st April 2016</td>
</tr>
<tr>
<td>Final date for registration</td>
<td>7th April 2016</td>
</tr>
<tr>
<td>Closing date for tenders</td>
<td>12:00 Noon GMT on Friday 8th April</td>
</tr>
<tr>
<td>Selection of preferred suppliers</td>
<td>Thursday 29th April 2016</td>
</tr>
<tr>
<td>Contracts placed by</td>
<td>Tuesday 10th May 2016</td>
</tr>
<tr>
<td>Contract start date/Service</td>
<td>10th May 2016</td>
</tr>
<tr>
<td>Commencement date</td>
<td></td>
</tr>
</tbody>
</table>

JSL reserves the right to vary this timetable if the need arises, within the constraints of the EU Public Contracts Directive (2014) and the Public Contracts Regulations 2015.

JSL reserves the right not to award a contract.

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

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

<table>
<thead>
<tr>
<th>Marking</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pass/Fail The bidder’s ability to meet the mandatory requirements</td>
</tr>
<tr>
<td>2.</td>
<td>60 % of total marks. JSL’s assessment of the bidder’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.</td>
</tr>
<tr>
<td>3.</td>
<td>40 % of total marks. Charges</td>
</tr>
</tbody>
</table>

A bidder’s response to each non-priced section will be marked on a sliding scale between the maximum (3) and minimum (0) scores and the statements given below are for indicative purposes only:

<table>
<thead>
<tr>
<th>Interpretation of Response</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder does not meet the requirement.</td>
<td>A zero score</td>
</tr>
<tr>
<td>The bidder answers some of the requirement.</td>
<td>A score of one</td>
</tr>
<tr>
<td>The bidder partially meets the requirement and gives a good response.</td>
<td>A score of two</td>
</tr>
<tr>
<td>The bidder fully meets the requirement and provides an excellent response.</td>
<td>A maximum score of three</td>
</tr>
</tbody>
</table>
Charges marks will be awarded at each pricing band for IR58 (see Annexe 1) and each aggregated threshold for IR59 (see Annexe 2) on a ratio to the most cost effective bid using the following formula:

\[
\text{Most competitive price} \times (15\% \text{ for IR58, 9\% for IR59, 3\% for IR62,63 & 64})
\]

For each Lot all MRs and IRs must be answered. Annexe 3 describes the maximum score per IR. (Please note if bidding for more than one Lot, only 1 of the bids needs to include responses to MR1 – MR11 inclusive)

For each Tender meeting the mandatory requirements, the evaluation criteria which will be used are as follows: (Note: These weightings are consistent across all 3 Lots)

<table>
<thead>
<tr>
<th>Section</th>
<th>Information Requirements</th>
<th>Weighting %</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.2.1 Filtering</td>
<td>15, 16, 17, 18, 19, 20, 21, 22, 23</td>
<td>15%</td>
</tr>
<tr>
<td>6.2.2 Monitoring</td>
<td>24, 25</td>
<td>5%</td>
</tr>
<tr>
<td>6.2.3 Device, system and browser inclusion</td>
<td>26, 27, 28</td>
<td>5%</td>
</tr>
<tr>
<td>6.2.4 Implementation Information</td>
<td>29</td>
<td>0%</td>
</tr>
<tr>
<td>6.2.5 Solution Security</td>
<td>30, 32, 33, 34</td>
<td>10%</td>
</tr>
<tr>
<td>6.2.6 Reporting</td>
<td>37, 38, 39, 40, 41, 42, 43, 44, 45, 46</td>
<td>15%</td>
</tr>
<tr>
<td>6.3 Training and Support</td>
<td>47, 48, 49, 50</td>
<td>5%</td>
</tr>
<tr>
<td>6.4 Maintenance</td>
<td>51, 52</td>
<td>5%</td>
</tr>
<tr>
<td>7 Charges</td>
<td>58, 59, 61, 62, 63, 64</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>65, 68</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

4.7 Delivery of tenders

Bidders are required to upload their response to the 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 Noon GMT 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 bidder 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.

It is the responsibility of the bidder to make sure that a tender is fully and accurately completed (including any Mandatory Requirements – see description under Section 4.9). JSL is under no obligation to clarify its tender or to obtain missing information or Mandatory Requirements.
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 (see description under Section 4.9 below).

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

MRn  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 will lead to the supplier losing marks. 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 JSL to judge a bidder’s competence to supply. This section will be evaluated on a pass/fail basis. If a bidder fails a question in this section then its tender will not be considered further by JSL.

MR1  The Bidder must indicate which Lot(s) the bid is intended for.

MR2  The Bidder must provide a complete response for each Lot for which it has bid. Please provide a separate PDF for each Lot with responses to all MRs and IRs. (Please note if bidding for more than one Lot, only 1 of the bids needs to include responses to MR1 – MR11 inclusive).

MR3  The bidder must state whether it is a manufacturer or reseller. If a bidder is a reseller then the relationship with the manufacturer must be described i.e. Gold Partner.

5.1 Personal Situation of the Candidate or Tenderer

MR4  The Bidder must warrant that none of the following circumstances set out in Regulation 57(1) of the Public Contracts Regulations 2015, 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 on the fight against organised crime (c);
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889(d) or section 1 of the Prevention of Corruption Act 1906(e);
(c) the common law offence of bribery;
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010(f), or section 113 of the Representation of the People Act 1983(g)
(e) 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 (h)
(i) the common law offence of cheating the Revenue;
(ii) the common law offence of conspiracy to defraud;
(iii) fraud or theft within the meaning of the Theft Act 1968(i), the Theft Act (Northern Ireland) 1969(j), the Theft Act 1978(k) or the Theft (Northern Ireland) Order 1978(l);
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(m), article 451 of the Companies (Northern Ireland) Order 1986(n) or section 993 of the Companies Act 2006(o);
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 (p) or section 72 of the Value Added Tax Act 1994 (q);
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993(r);
(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(s) or section 19 of the Theft Act (Northern Ireland) 1969 (t);
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006(u); or
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
(f) any offence listed-
(i) in section 41 of the Counter Terrorism Act 2008(a); or
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f);
(h) money laundering within the meaning of sections 340(110 and 415 of the Proceeds of Crime Act 2002(c);
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988(d) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996(e);
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.)Act 2004(f);
(k) an offence under section 59A of the Sexual Offences Act 2003(g);
(l) an offence under section 71 of the Coroners and Justice Act 2009(h);
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994(i); or
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland
MRS…. The bidder must warrant that none of the following circumstances set out in Regulation 57(8) of Public Contracts Regulations 2015 applies to the supplier or sub-contractors:

(a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);
(b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
(c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;
(d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;
(e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;
(f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;
(g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
(h) where the economic operator:
   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
   (ii) has withheld such information or is not able to submit supporting documents required under regulation 59; or
(i) where the economic operator has
   i. undertaken to:
      (aa) unduly influence the decision-making process of the contracting authority, or
      (bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or
   (ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5.2 Economic and Financial Standing

JSL now routinely runs credit checks on suppliers submitting tender responses. This is being undertaken through the Creditsafe financial checking service where each company is analysed and given a credit rating score of between 0 – 100 where 30 or less typically indicates a very high insolvency risk. If a supplier scores a credit rating of 30 or under further clarification will be sought with potential disqualification should an unsatisfactory explanation be given.
In addition to this, the Procurement Team will run independent financial checks of your organisation using the company registration number provided for MR7 of this OR and review all relevant Holding/Parent companies. See document “Jisc Financial Checking” for details.

MR6. The Bidder must provide evidence of financial and economic standing, as specified in Regulation 60(6)(c) of the Public Contracts Regulations by providing verification of the undertaking’s overall turnover the last three financial years available.

MR7. The Bidder must provide its company registration number and address for credit checking.

5.3 Technical Capability and Experience

JSL recognises that web filtering and monitoring is a sensitive subject within the education community. With concerns aired from all areas; academics, lecturers, teachers, students and researchers.

It is essential that a Bidder has the correct processes in place to ensure both quality management systems and information security risks are managed.

MR8. The Bidder must provide a description of its measures for ensuring quality as indicated in Regulation 62 of the Public Contracts Regulations. For this item, a copy of the Bidder’s ISO 9000 certificate will be adequate. If the Bidder is not registered under ISO 9000, then a brief description of the quality management system and checks undertaken will be acceptable.

MR9. The bidder must provide a description of the management systems used to control information security risks to the service or product supplied. Where adherence to relevant standards is claimed, include any necessary supporting documentation e.g. for ISO27001 we expect to receive a copy of the certificate and statement of applicability. The scope of the management system should include the design, provision, management, and support of the service or product in its entirety.

MR10. The Bidder must confirm that on request from JSL it will cooperate fully with any audit of information security management systems, plans and controls covering the service, and undertake to address any issues identified.

6. REQUIREMENTS FOR AWARD OF THE OFFERED SERVICE

6.1 Contract Form

The Invitation to Tender includes a copy of JSL’s standard form of framework agreement. JSL requires its standard form of framework agreement to be used for this service. When using the open procedure, contracting authorities are prohibited from negotiating with bidders in respect of the framework agreement (typographical errors excepted). Therefore bidders are required to confirm that if they are appointed as a preferred bidder they will accept the terms of JSL’s standard form of framework agreement. Failure to accept these terms will result in a bidders tender being treated as non-compliant and therefore rejected.

MR11. The Bidder must indicate that it will accept the terms of JSL’s standard form of framework agreement.

6.2 Detailed solution requirements

6.2.1 Filtering

MR12. The Bidder must confirm that the solution will have a filter as per the Internet Watch Foundation (IWF) URL lists and detail whether it is mandatory or not.

MR13. The Bidder must confirm that the solution will have a filter as per the Home Office URL list of Unlawful Extremism as determined by the Crown Prosecution Service (CPS) and detail whether it is mandatory or not.

MR14. The Bidder must confirm the solution is able to –

- filter and report on both HTTP and HTTPS web traffic
• provide pre-built, non-mandatory filtering categories, and a mechanism of selection/de-selection by the institution’s administrator
• provide the ability for the institution’s administrator to create manual allow (excluding illegal content as described in MRs 12 & 13) and deny rules

IR15........The Bidder shall describe the solution’s capabilities required in MR14 above.

IR16........The Bidder shall describe the methodology for the institution’s administrator to create custom filter categories.

IR17........The Bidder shall describe the solution’s capability to filter search terms including both pre-built lists and the creation of custom entries by the institution’s administrator.

IR18........The Bidder shall describe the solution’s ability to filter search results. Full marks will be available only to those solutions that can filter all the commonly used search engines, including those listed below:
- Google
- Bing
- Yahoo
- Ask
- Webcrawler

IR19........The Bidder shall describe any other filtering capabilities of the solution not included above and whether these are mandatory or not.

IR20........The Bidder shall describe the solutions capabilities to block web borne threats for example, Malware, Botnets, known viruses, peer-to-peer applications and whether these are mandatory or not.

IR21........The Bidder shall describe the solution’s capability to apply different filtering policies, based on user credentials, including filtering on individual users, groups of users and the creation of custom groups.

IR22........The Bidder shall describe any options for time-based filtering provided by the solution.

IR23........The Bidder shall explain the mechanism(s) for accuracy and comprehensiveness of the solution’s URL databases, including the update frequency.

6.2.2 Monitoring

IR24........The Bidder shall describe the solution’s ability to monitor user activities in relation to the above filtering categories or options, whether implemented or not.

IR25........The Bidder shall describe any other security features of the solution not included in the above requirements.

6.2.3 Device, system and browser inclusion

IR26........The Bidder shall list devices and web browsers that provide support for the administration interface including any limitations. Full marks will be available only to those solutions that support all commonly available devices and web browsers, listed below.

• Commonly Available Devices:
  Tablets
  PC Desktops
  Mac OS Devices
  Smartphones
  Laptops

• Commonly Available Web Browsers:
  Internet Explorer
Google Chrome
Mozilla Firefox
Safari
Opera

IR27........The Bidder shall describe the suitability of the solution for mobile devices or other user owned devices, including reference to the availability or not of transparent proxying.

IR28........The Bidder shall describe any support for institution owned devices being used off the parent network, without the need for a VPN.

6.2.4 Implementation information
IR29........The Bidder shall state if the following option is relevant and of interest and its outline approach to implementation: JSL has a shared Data Centre (based in Slough, UK) which is directly connected to the Janet backbone. JSL will be prepared to negotiate with Bidders who wish to deploy instances of the service in the data centre. (This IR is for information only and is not scored).

6.2.5 Solution Security
IR30........The Bidder shall provide information on how security vulnerabilities in the service or product/s supplied are managed, and how information on these activities are communicated to customers. This should include information on how the introduction of security vulnerabilities is minimized during the service or product's development. If security support is provided over a different lifetime than more general support, the bidder must bring this to JSL's attention.

MR31........The Bidder must confirm that it will investigate and address in a timely fashion any security vulnerabilities brought to its attention by JSL, providing JSL with information on how it plans to address any issues identified.

IR32........The Bidder shall describe the precautions in place with any web interfaces to prevent system compromise, addressing in particular, safeguards against risks outlined in the OWASP Top Ten 2013.

IR33........The Bidder shall provide information on how any sensitive data is encrypted both at rest and during transmission within the service or product(s) supplied.

IR34........The Bidder shall state what grades any HTTPs interfaces are capable of when tested by https://www.ssllabs.com/ssltest/. If any HTTPs interfaces are not capable of supporting TLS 1.2, the bidder shall bring this to JSL's attention.

MR35........The Bidder must commit to maintaining the levels of security provided by any encryption controls during the lifetime of the service or product. Particular attention should be given to any management interfaces exposed over HTTPs or SSH.

6.2.6 Reporting
MR36........The Bidder must confirm the solution's ability to report user activity. This must include as a minimum, user credentials, time of activity and the type of activity (for example, allowed or blocked). The bidder must include details of any limitations to this reporting.

IR37........The Bidder shall describe how generated reports are easily exported to common file formats.

IR38........The Bidder shall describe the solution's available reporting features (for example, pre-defined reports, filters etc.).

IR39........The Bidder shall describe the ability of the institution's administrator to generate custom reports, including any mechanism of saving configurations.

IR40........The Bidder shall indicate if reporting of both on and off network activity is available, describing how to distinguish between the two.

IR41........The Bidder shall describe any other reporting categories or features and their benefits (for example, Commonly blocked URLs, search query reports).

IR42........The Bidder shall describe the solution's capability to produce both real time and scheduled reports.

IR43........The Bidder shall provide evidence of the accuracy of the solution's reporting systems.
IR44. The Bidder shall indicate whether generated reports can be emailed to recipients directly from within the reporting system.

IR45. The Bidder shall describe how the solution is able to send alerts via email and other means to notify the appropriate recipients when certain conditions apply.

IR46. The Bidder shall detail any additional reporting features and facilities which it considers will enhance the service offered using its solution.

6.3 Training and Support

IR47. The Bidder shall define the training available and required to ensure that the institution’s administrators can work with confidence and efficiency.

IR48. The Bidder shall describe its help and support services and state the hours of cover. Note: It is the preference of JSL that cover be provided on a 24/7 basis.

IR49. The Bidder shall describe how the help and support service is to be implemented. In particular, if the Bidder is a reseller it shall describe which parts of the service are carried out by the reseller and which parts, if any are carried out by the equipment vendor. If some parts of the service are carried out by the equipment vendor, the Bidder shall describe at which point of the process this occurs.

IR50. The Bidder shall detail any additional support features and facilities which it considers will enhance the ease of use of the service offered using its solution.

6.4 Maintenance

IR51. The Bidder shall describe any available hardware warranties for the solution (N.B. Not scored for Lot 1).

IR52. The Bidder shall define the delivery mechanism of any software updates to the solution and how disruption to the service is minimised.

6.5 Service Report and Reviews

MR53. The Bidder must confirm that it will participate in service review meetings at regular intervals, at least annually, to evaluate performance in line with JSL’s quality procedures. It is expected these will take place at JSL offices. JSL will raise concerns on behalf of the Buyers at these meetings if any complaint regarding poor service quality is received.

6.6 Framework Usage Reporting

As framework operator JSL requires that any Supplier on the framework will provide quarterly reporting to JSL on usage on the framework. This will be achieved via a template document issued at the commencement of the framework for Suppliers to complete and return to JSL in a timely manner agreed at the outset of the framework.

MR54. The Bidder must commit to provide JSL with quarterly reporting on usage of the framework via the template document that will be issued by JSL at the outset of the framework for the Supplier to complete and return to JSL in a timely manner agreed at the outset of the framework.
7. CHARGES

The main intention of the framework is to reduce the costs of web filtering and monitoring to both new and existing individual Buyers by increasing the overall uptake. Thus making the technology and solutions available, accessible to more institutions and again further increasing uptake and reducing cost.

Charges will be and scored against each of the pricing bands or aggregated thresholds detailed in Annexes 1 and 2. The scores for each pricing band or aggregated threshold will then be added together for an overall score.

MR55........The Bidder must confirm that any eligible, existing Buyers will be able to benefit from this framework for ongoing costs if they choose to. The bidder must also describe the process it will follow should this occur.

MR56........The Bidder shall provide pricing for the service specified in this OR. If a campus licence is offered as an option then the standard pricing model should be shown here and the model with campus licence in response to IR58. All prices must be provided in sterling and be shown without the addition of VAT.

MR57........The Bidder must ensure that all charges are included in this response. Any charges not included here will be deemed to have been waived.

IR58........The Bidder shall describe the pricing model for a campus licence taking account of the volume discount expectations indicated in Annexe 1.

IR59........The Bidder shall describe any model for discount aggregated by usage across multiple organisations within the sector, detailing what charges would be included and taking account of the volume discount expectations indicated in Annexe 2.

MR60........The Bidder must agree to adjust the charges for existing customers when a pricing band is achieved and/or a aggregated threshold is reached. This should include customers on short (for example, Monthly), medium (for example, yearly) and long (for example, multiple year) term contracts.

IR61........The Bidder shall detail a proposed method for adjusting the charges for existing customers when a pricing band or aggregated threshold is achieved. This should include customers on short (for example, Monthly), medium (for example, yearly) and long (for example, multiple year) term contracts.

IR62........The Bidder shall detail any charges for the use of the help and support services.

IR63........The Bidder shall detail any charges for warranty or maintenance services.

IR64........The Bidder shall indicate and detail any upgrades that are required to move between tiers of user numbers supported and the associated charges for them.

IR65........The Bidder shall indicate and detail the benefits of any upgrades that are available with regards to features and the associated charges for them (This IR is for information only and is not scored).

JSL will encourage the take up by eligible institutions of the services offered under the Framework and must recover the costs incurred in the development and promotion of the Framework.

MR66........The Bidder must agree to pay JSL Services Ltd 3.5% commission, quarterly in arrears, on all revenue accrued through sales under the Framework and develop robust reporting processes to account for this.

MR67........The Bidder must commit to provide a timescale by which it guarantees to process a request for quotation. This is to consist of commitments for each stage. As a minimum an acknowledgement is to be received within four hours maximum of dispatch of the order via email. Commitments are also required in terms of maximum lead times for providing the final quotation with straight forward requirements having a turnaround of 2 working days maximum and a commitment of 5 working days for the most complex requirements.
IR68 The Bidder shall describe the quotation process in full upon receiving a request from a Buyer indicating any factors that could cause delays. The Bidder shall describe any sign off requirements within the organisation. The Bidder should confirm that it will meet the minimum requirements outlined under MR67 and provide evidence as to the level of empowerment with the manufacturer and how this relationship – and the measures put in place by the Bidder – will ensure any potential for delays in turnaround of the quotation process will be mitigated. *(This IR is for information only and is not scored)*

MR69 The Bidder must provide Jisc Services Ltd with updated manufacturer’s price lists with this submission, at commencement of service and at agreed intervals during the contract term.

MR70 The Bidder must commit to participating in an annual price review each year (for both supply and support) prior to the anniversary date of the framework setup during the contract term and subject to the terms of the Jisc Services Ltd standard framework agreement.

8. **Freedom of Information (FOI)**

While JSL 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 bidder 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 JSL, be examined in the light of the exemptions provided in the FOIA. However, by virtue of its submission of a Tender, the bidder accepts that the decision as to whether to disclose such marked parts of the Tender will rest solely with JSL.

**MR71** The Bidder must highlight any information that is either commercially sensitive or confidential in nature and reasons for the sensitivity should be given.

**MR72** The Bidder 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 bidder accepts that JSL will keep a copy of the tender and all other documentation and correspondence received from the bidder relating to this procurement for seven years. JSL will keep this information in order to maintain the records required for audit purposes. At the end of the seven year period JSL will destroy any information that it holds relating to this procurement.
ANNEXE 1 WEB FILTERING AND MONITORING – LICENSING MODEL

Typically license options within the sector are for site-wide licenses and for this requirement a licensing model based on Full Time Equivalent (FTE) headcount is thought to be suitable, though bidders are at liberty to propose other approaches:

FTE
By licensing software on an FTE count on an annual basis it allows for easy administration and a simple measure for usage within an institution while ensuring all users benefit. Bidders should present their pricing proposals in the response to section 7 and IR58.

Expected pricing bands matrix:

<table>
<thead>
<tr>
<th>FTE</th>
<th>GBP (per month/annum)</th>
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<tbody>
<tr>
<td>&lt; 1000</td>
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<td>&lt; 2000</td>
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<td>&lt; 100000</td>
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Definitions

- FTE = the number of full-time Students + (number of part-time Students ÷ 3) + full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2)
- Student: an attendee of the institution in receivership of educational instruction.
- Faculty Member: current employee or independent contractor of the institution whose primary job duties consist of providing educational instruction to students.
- Staff Member: current employee of the institution that provides administrative support to the Customer’s educational operations to faculty excluding those with no internet access.
- Institutions will “true up” their FTE count at each anniversary during the contracted period and if the total number of FTEs increases by five percent (5%) or more they will pay the licensing fee at the appropriate level. Providing FTE growth remains <5% per annum during the contracted period the institution can continue to pay at the rate set out at sign up (an incentive to take a multi-year agreement).
ANNEXE 2 WEB FILTERING AND MONITORING – AGGREGATED THRESHOLD DISCOUNTING

By including aggregated threshold discounts costs to all parties are further reduced.

Buyers will benefit from further discounts, whilst Bidders benefit from reduced costs of sales and marketing whilst gaining exposure to new customers.

Bidders should present their pricing proposals in the response to section 7 and IR59

*Expected aggregated threshold matrix:*

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<tr>
<th>Aggregated FTE</th>
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<tr>
<td>&gt; 3,000,000</td>
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<td>&gt; 5,000,000</td>
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### ANNEXE 3 WEB FILTERING AND MONITORING – INDIVIDUAL IR VALUES BY LOT

<table>
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<tr>
<th>High Level Criteria</th>
<th>IR No.</th>
<th>Question Guidance (Sub – Level Criteria)</th>
<th>Lot 1 Values</th>
<th>Lot 2 Values</th>
<th>Lot 3 Values</th>
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<td>Per Each of 7 the Pricing bands (Annexe 1) Evaluation Formula per breakpoint: (Lowest price/Price being evaluated X Weighting/7) %</td>
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