

Aanbesteding: Enterprise Architecture Tooling

Aanbestedende Dienst: Fontys Hogescholen

Referentie: -

Toelichting:

This is the last Memorandum of Information containing all the answers to the questions received. You will not see questions 3, 10, 22-39 in this memorandum, as these questions were initially presented as (incorrect) individual questions.

Ref.nr.

1

Onderwerp:

Asking questions for the Memorandum of Information

Vraag:

Comment from the Contracting Authority

Antwoord:

The Contracting Authority explicitly points out to potential Tenderers section 5.2.2. of the Tender document. Questions that are submitted via TenderNed at an early stage, so well before the deadline for asking questions (via 'question and answer'), will be answered by the Contracting Authority as soon as possible in an earlier Memorandum of Information. So don't wait until the last moment to ask questions! After publication of the last Memorandum of Information, the opportunity to ask questions is no longer possible.

Beantwoord op: 05-11-2020

Label: Proces

Ref.nr.

2

Onderwerp:

Annex D & Annex E

Vraag:

Hi,

When reviewing the documentation on the portal, we have had trouble locating the following documents:

Annex D Answer to sub-award criterion 1 Functional (free format)

Annex E Answer to sub-award criterion 2 Implementation (free format)

Can you please confirm whether we can expect documents with specific questions, or whether we should provide details we feel are relevant based on the specification documents?

Many thanks!

Antwoord:

The format for submitting Annex D and E is free.

There is no maximum number of pages for Annex D.

For Annex E, the maximum number of pages to be submitted is limited to 4 x A4 pages (single sided).

The specific questions are included under 9.4.2. and 9.4.3. of the Tender Document. Tenderers provide information as indicated in the above paragraphs.

Beantwoord op: 12-11-2020

Label: Proces

Ref.nr.

4

Onderwerp:

Clarification on Annex Content

Vraag:

Dear sir/madam, reading through the tender documents we would like clarification on the following items:

1. Annex 6 – section 2: To what extend is the solution required to be the BPM source and create, read, update, delete BPM models?
2. Annex 6 – section 2: How important is the adherence to the Archimate Meta-Model?
3. Annex 6 – section 3: How critical is the support of Archimate Model OpenXchange File Format?

Looking forward to the answers.

Antwoord:

1. BPM features are a nice-to-have. At this moment we use MAVIM to create BPM views. If your solution can create BPM views and models, this would be a great plus.

And if we can migrate the MAVIM views, that would also be a great plus.

2. Archimate Meta-Model features are a nice-to-have. At this moment we have an ArchiMate meta view created in Sparx, but it is a “stand-alone” view, not a view/model that forces other views to adhere to this metamodel, like in object-orientation, where a class forces all objects to adhere to its properties and methods.

More importantly we want a tool that can do quality checks on all views, so they stay in sync with standards and custom quality rules.

3. AMEFF is a nice-to-have. The tool should be able to easily import and export, data and views, so we can migrate Sparx views into the new model and interchange the data and views with possible future EA tools and

existing applications, like Microsoft PowerBI for analyses purposes.

Beantwoord op: 17-11-2020

Label: Inhoud

Ref.nr.

5

Onderwerp:

A9.4.3. Implementation, import of current Sparx data

Vraag:

we would like to receive more information about:

- How many Sparx views are current/actual used by Fontys?
- How many Sparx views should be included in the new EA tool during the implementation phase?

Antwoord:

A first indication is already mentioned in the Tender Document (7.2.2. page 22):

'The Tenderer or Combination submits one for the core competence with its 1. Tender that relates to the past three years, calculated from the closing date of the submission of the Tender. The following core competence is applicable: • Core competence: the offered solution is used by an organization, with the minimum size and complexity of: 3,000 employees, 50 processes, 100 applications, 150 integrations between applications, 1,000 views of complex data structures and an extensive diverse landscape of hardware and networks.

2. We have 2,461 views. Estimate around 1,200 for Fontys Enterprise Architecture.

EAvuew / number:

Logical / 1460

Custom / 306

Component / 226

Deployment / 143

Use Case / 138

Activity / 75

Package / 73

Statechart / 20

Sequence / 15

Analysis / 4

Collaboration / 1

Beantwoord op: 17-11-2020

Label: Uitvoering

Ref.nr.
6

Onderwerp:
answering award criteria - price section in tender environment

Vraag:

It is unclear to us whether in the tender environment, in the price section, the pricing must also be filled in or whether uploading the excel containing the price information is sufficient?

Antwoord:

Uploading the Excel containing the price sheet (Annex C) in the price section is sufficient.

Beantwoord op: 17-11-2020

Label: Proces

Ref.nr.
7

Onderwerp:
uploading annex D and annex E

Vraag:

as far as we can see in the tender environment there is no specific section where you can upload the requested annex D and annex E.
can you explain where these documents are expected and/or or can be uploaded?

thank you!

Antwoord:

All requested annexes (excluding the price sheet) that need to be uploaded can be uploaded at the 1st option on TenderNed as one document. The price sheet can be uploaded at the price section.

Beantwoord op: 17-11-2020

Label: Proces

Ref.nr.
8

Onderwerp:
assessment procedure 9.4.2.

Vraag:

We have some questions about the mentioned assessment procedure as described in 9.4.2

This paragraph describes that "The Tenderer must make an online demo version available for 2 admins and 10 architects.

Can you give us more details/explanation about:

1. When does the assessment period start and when does it stop?
2. What is the procedure for asking questions by the administrators and/or architects because we can imagine that (without guidance and explanation beforehand) there will certainly be questions or other topics about operation and use that need to be explained?
3. Is specific content desired in the on-line demo environment? For example, for the development of certain use cases by the administrators and architects of Fontys?

Antwoord:

1. The assessment period starts on December 14, 12.00 CET and ends on December 23, 17.00 CET. The Contracting Authority will notify Tenderers when the online demo version will no longer be used.
2. There is no possibility for the assessors to ask questions to Tenderers during the assessment. Tenderers are free to submit a minimal manual with the tender.
3. It is up to the Tenderers to offer the online demo version in such a way that the assessors can experience how the tool works for Fontys. The following is included in the tender document at 9.4.2. page 29: 'The Tenderer will process the wishes and requirements of the Contracting Authority with regard to the solution as much as possible.'

Beantwoord op: 17-11-2020

Label: Inhoud

Ref.nr.

9

Onderwerp:

Annex C

Vraag:

Hello, could you please help to answer the following question:

How many business applications does Fontys have in use (rounded to the nearest decimal)?

A business application: A software tool with a user interface that is accessed by multiple users.

Thank you.

Antwoord:

About 700 applications.

18-11-2020

Beantwoord op:**Label:** Inhoud**Ref.nr.**

11

Onderwerp:

mailadress required to grant access to the on-line demo environment

Vraag:

Could you provide us (one of the) emailaddresses of the administrators who will assess the on-line environment? We need this emailaddress to grant access to the on-line demo environment.

Thank you!

Antwoord:

Tenderers may, if they cannot use dummy email addresses (such as admin1, admin2, etc), use inkoop@fontys.nl for the administrators. It should also be noted that all assessors must be able to use the login option at the same time.

Beantwoord op: 25-11-2020**Label:** Uitvoering**Ref.nr.**

12

Onderwerp:

Programma van eisen

Vraag:

Annex 6. Manual Assessment: 3. Integration

The documents specifies a long list of potential applications the tool should be able to integrate with. Are there specific integrations in that list that are MUST have? Example: Excel, Powerpoint, Word in O365?

Antwoord:

No must have, but any integrations with potential applications is a plus. Standard API's are a plus. Good import/export functionality is a plus. Our preferred EA Tool should be able to loosely couple with the most common data sources and applications.

Beantwoord op: 01-12-2020**Label:** Inhoud**Ref.nr.**

13

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

Tender Doc EA Tool 8.5.21

Normally an Escrow is not applicable for a SaaS service. Are you open to

discuss other options in the agreement?

Antwoord:

SaaS-Escrow is applicable to a SaaS-service. Therefore contactor needs to live up to this requirement.

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.

14

Onderwerp:

Programma van eisen

Vraag:

Tender Doc EA Tool 8.5.17

Is the RTO open for discussion e.g. max 72 hours?

Antwoord:

We are not open to discuss another possible RTO.

Beantwoord op: 01-12-2020

Label: Inhoud

Ref.nr.

15

Onderwerp:

Programma van eisen

Vraag:

Tender Doc EA Tool 8.5.15

Can you tell me if DNSSEC is a must? Or is compliance with ISO27001 and SOC2 type 2 sufficient?

We are willing to implement this when it is available at our hosting provider, is that sufficient?

Antwoord:

It will be sufficient when you implement DNSSEC as soon as it becomes available. With ISO 27001 and SOC2 certification you demonstrate that you take information security seriously.

Beantwoord op: 01-12-2020

Label: Inhoud

Ref.nr.

16

Onderwerp:

Programma van eisen

Vraag:

Tender Doc EA Tool 8.5.13

The acceptance environment and production environment are mentioned, can you give more insight in what is the purpose of this? If this can be met in 1 environment is this acceptable? Or are 2 separate environments a MUST?

Antwoord:

We want to be able to preview changes from a supplier, before we approve those changes into a production environment. If a supplier can guarantee that Fontys can achieve this with one environment, we are open to discuss this. This is especially applicable with regard to integrations with other systems.

Beantwoord op: 01-12-2020

Label: Inhoud

Ref.nr.
17

Onderwerp:
Programma van eisen

Vraag:

Tender Doc EA Tool 7.2.1

Are the insurance amounts for both business liability and professional liability open for discussion? For example, you meet the criteria for Professional liability for 150% and the business Liability for 90%?

Antwoord:

The Tenderer must be insured against professional liability with cover of at least € 1,250,000 per event causing damage with a maximum of € 2,500,000 on an annual basis and business liability with cover of at least € 1,000,000 per event, or be prepared to award such take out insurance.

Beantwoord op: 01-12-2020

Label: Contract

Ref.nr.
18

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:

General Purchasing Conditions

Are the general terms and conditions open for discussion? We noticed not everything is written towards a SaaS service?

Antwoord:

All questions and suggestions can be submitted by 12:00 noon (C.E.T.) at the latest.

See also schedule in section 1.4 and the explanation about asking questions

in section 5.2.

Beantwoord op: 26-11-2020
Label: Juridisch

Ref.nr. **Onderwerp:**
19 Clarification on Tender Document

Vraag:

Hello, could you please help clarify the following:

1. Tender Document – 8.2.3 The services comply with the SURF framework: What do you expect the vendor to do? There is a provision in the pricing sheet for this, referring to a link, and a requirement to realize asap. Do you require to the vendor to sign a Processor Agreement?
2. Tender Document – 8.5.21 Escrow Agreement, may that be other / similar?
3. Tender Document – 9.4.3 Relieve Fontys of Sparx data migration: How would you rate the quality of the Sparx data (1-10)? In what format are you able to offer the Sparx data?

Thank you.

Antwoord:

1. We expect the Tenderer/Contractor to comply with SURF framework of Legal Standards for (Cloud) Services. We do not require contractor to sign a Processor Agreement because no personal data will be processed by contractor.
2. SaaS-Escrow is applicable to a SaaS-service. Therefore contractor needs to live up to this requirement.
3. A general average is a 7. Keep in mind, that this number fluctuates between a 4 and a 9.

Formats:

- UML 2.1 t/m 2.5 (XMI 2.1 t/m XMI 2.5.1)
- Native
- ECore
- BPMN 2.0 XML
- XPD L 2.2
- ArcGis
- UML 1.3 t/m 2.0 (XMI 1.0 t/m 2.1)
- MOF 1.3 t/m 1.4 (XMI 1.0 t/m 1.2)

Beantwoord op: 01-12-2020
Label: Inhoud

Ref.nr. **Onderwerp:**
20 Clarification on Annex 1 Content

Vraag:

Hello, could you please help clarify the following:

Annex 1 – Draft Agreement: Do you consider it mandatory to agree and sign on your legal paperwork? Do you allow mutual alignment on the terms when selection has been completed? Are you willing to sign an agreement under UK or German law?

Thank you.

Antwoord:

By subscribing the Tenderer implies acceptance of the Draft Agreement. Fontys considers it mandatory to agree and sign on this Agreement and does not allow mutual alignment on terms after selection. Agreement will be signed under Dutch law.

Beantwoord op: 01-12-2020

Label: Contract

Ref.nr.

21

Onderwerp:

Clarification on Annex 6 Content

Vraag:

Hello, could you please help clarify the following:

1. Annex 6 – Integration: Please provide an example of what rules you want to configure to resolve conflicting import from multiple sources?
2. Annex 6 – Visualization: How do you define "impact" on applications?

Thank you.

Antwoord:

1. Possible rules:
 - no duplicates/merging rules
 - naming conventions
 - null values/mandatory fields
 - data type validation
2. Impact:
 - application usage
 - application costs
 - application Data security (CIA) classification
 - interconnectesness with other applications

Beantwoord op: 01-12-2020

Label: Inhoud

Ref.nr.
40

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 16.1 to:

Except as described under 4.1. above the Contractor is not authorised to suspend compliance with its obligations towards the Client or to exercise any right of retention in respect of goods that are the property of the Client or to which the Client has any kind of claim, nor does the Contractor have a right of set-off.

Antwoord:

No changes to article 16 will be accepted by Fontys. Fontys wants to maintain termination rights in article 4.1 of the Agreement and does not allow Contractor any right of set-off settled in art 16 of the General Purchase terms and conditions.

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.
41

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 13.3 to:

13.3. Upon the Client's request, the Contractor will immediately submit an insurance certificate and proof of premium payment in respect of the insurance referred to in the first paragraph to the Client, or a statement from the insurance company concerning the existence of the insurance and the payment of the premiums. The insurance premiums owed by the Contractor will be deemed to be included in the agreed prices and rates.

Antwoord:

Agreed.

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.
42

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 11.4 to:

11.4. The loss to be compensated by the Contractor will be limited to an total amount of € 500, 000 or 200% of the total invoiced amount whichever amount is higher.

Antwoord:

Not agreed. There is no need to limit liability when Contractor is insured.

Beantwoord op: 01-12-2020**Label:** Juridisch**Ref.nr.**
43**Onderwerp:**

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 7.1 to:

Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, Contractor reserves all rights, title and interest in and to the Services, and all modifications and improvements thereto, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein. Restrictions. Client shall not (i) permit any third-party to access the Services except as permitted herein or in an order form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Client's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services. All intellectual property rights that – at any time and at any location – can or will be exercised with regard to the results of the Services that the Client has made while using the Services are vested in the Client and are not encumbered with special charges that can stand in the way of the Client's use thereof, and in no way constitute an infringement of third-party rights.

Antwoord:

Agreed.

Beantwoord op: 01-12-2020**Label:** Juridisch**Ref.nr.**
44**Onderwerp:**

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to leave Article 5.12 Blank?

Antwoord:

There is no Article 5.12.

Beantwoord op: 01-12-2020**Label:** Juridisch**Ref.nr.**

45

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to leave Article 5.11 Blank?

Antwoord:

Not agreed.

Beantwoord op: 01-12-2020**Label:** Juridisch**Ref.nr.**

46

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to leave Article 5.10 Blank?

Antwoord:

Not Agreed.

Beantwoord op: 01-12-2020**Label:** Juridisch**Ref.nr.**

47

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to leave Article 5.8 Blank?

Antwoord:

Not agreed.

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.
48

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to leave Article 4.7 Blank

Antwoord:

Agreed.

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.
49

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 4.1 to make it SaaS specific to:

4.1. The Contractor is obliged to deliver the Goods and/or provide the Services in the agreed form, quantity and quality, on the agreed date of Delivery, to the agreed location. Provision of Services. Subject to Client's payment of the fees set forth in the applicable order form(s), Contractor shall make the Services available to Client pursuant to the Agreement and the applicable order forms during each subscription term (as set forth in the applicable order form(s)) solely for the Client's internal business purposes. User Subscriptions. Unless otherwise specified in the applicable order Form, (i) Services are purchased as user subscriptions and may be accessed by no more than the specified number of users, (ii) additional user subscriptions may be added during the applicable subscription term at the then current fees Contractor uses, prorated for the remainder of the subscription term in effect at the time the additional user subscriptions are added. User subscriptions are for designated users only and cannot be shared or used by more than one user, but may be reassigned to new users replacing former users who no longer require ongoing use of the Services. Contractor Responsibilities. Contractor shall: (i) provide support for the Services to Client in accordance with the current BiZZdesign Service Level Agreement (SLA), (ii) use commercially reasonable efforts to make the Services available in accordance with the SLA, and (iii) provide the Services only in accordance with applicable laws and government regulations. Contractor Protection of Client Data. Contractor shall maintain appropriate administrative, physical,

and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Contractor shall not (a) modify Client Data, (b) disclose Client Data except as compelled by law in accordance with the "Confidentiality" section below or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters. Client acknowledges and agrees that Client Data will be hosted and stored by Amazon Web Services as third-party hosting partner of Contractor. Client Responsibilities. Client shall (i) be responsible for users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which it acquired Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Contractor promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the end user software documentation, available via <https://support.bizzdesign.com>, and applicable laws and government regulations. Client shall not (a) make the Services available to anyone other than users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Client represents and warrants that the information that it has provided or that has been provided on its behalf to Contractor and on which Contractor has based its offer and/or the order form is accurate and complete. Suspension of Service. If Contractor becomes aware of a user's non-compliance with this Agreement, Contractor may suspend the applicable user subscription. The suspension will remain in effect until the applicable user has remedied the breach that caused the suspension.

Antwoord:

Agreed, except for "Client acknowledges and agrees that Client Data will be hosted and stored by Amazon Web Services as third-party hosting partner of Contractor".....please take notification of the fact that no Client Data may be processed by Contractor. Contractor is not allowed to process Client Data and no Client Data will be hosted and stored by any third party.

Beantwoord op: 01-12-2020**Label:** Juridisch**Ref.nr.**

50

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 1a to:

a. Services: the provided SaaS services and the work to be performed by the Contractor for the benefit of the Client, on the basis of the Agreement.

Antwoord:

Agreed.

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.
51

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 18.1 to:

A party cannot transfer or pledge the rights and obligations arising from this Agreement without prior written consent of the other party.

Antwoord:

Not agreed to add "without prior written consent" because Fontys does not want any transferring of pledge to have property legal effect (in Dutch Law: goederenrechtelijke werking).

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.
52

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 17.1 to:

The Client is entitled to terminate for cause the Agreement for a specified period subject to the notice period specified in the Agreement. If the Agreement does not stipulate a notice period, the Client can terminate the Agreement subject to a reasonable notice period, in which case the term of the Agreement must be taken into consideration.

Antwoord:

Duration period in the Contract is leading. Fontys agrees to change art 17 to "The Client is entitled to terminate for cause the Agreement for a specified period subject to the notice period specified in the Agreement. If the Agreement does not stipulate a notice period, the Client can terminate the Agreement subject to a reasonable notice period, in which case the term of

the Agreement must be taken into consideration."

Beantwoord op: 01-12-2020
Label: Juridisch

Ref.nr.
53

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:
GPC Fontys
Can you agree to change Article 14.8 to:
14.8. The obligation of confidentiality will continue to apply without
limitation after termination of the Agreement.

Antwoord:
Agreed to delete the punitives in art 14.8.

Beantwoord op: 01-12-2020
Label: Juridisch

Ref.nr.
54

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:
GPC Fontys
Can you agree to leave Article 7.3 Blank?

Antwoord:
Agreed.

Beantwoord op: 01-12-2020
Label: Juridisch

Ref.nr.
55

Onderwerp:
Concept Overeenkomst / GIBIT

Vraag:
GPC Fontys
Can you agree to leave Article 5.9 Blank?

Antwoord:
Agreed.

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.

56

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to change Article 5.7 to:

Delivery of the Services as described in article 4 above will be considered acceptance by the Client.

Antwoord:

Agreed.

Beantwoord op: 01-12-2020

Label: Juridisch

Ref.nr.

57

Onderwerp:

Concept Overeenkomst / GIBIT

Vraag:

GPC Fontys

Can you agree to leave Article 4.8 Blank?

Antwoord:

Not agreed to delete the punitives in art 4.8.

Beantwoord op: 01-12-2020

Label: Juridisch