

Aanbesteding Learning Management Systeem Hogeschool Rotterdam
Aanbestedende Dienst: Stichting Hogeschool Rotterdam
Referentie: 2020/FIT/EU/01

Omschrijving:

LEARNING MANAGEMENT SYSTEEM

Toelichting:

zie nota van inlichtingen welke reeds gepubliceerd is

Nr:**Categorie** Proces**Betreft** Screenshots

1

Vraag

Would the Contracting Authority please clarify if tenderers are able to include screenshots with our responses (making use of cross references) and if so, can these be counted outside of / in addition to the page limits for written responses?

Antwoord**Vrijgegeven:** 05-03-2020

zie nota van inlichtingen

Nr:**Categorie** Contract**Betreft** Security, technology and architecture 1.i

2

Vraag

Relating to Offereaanvraag (page 7 – Security, technology and architecture 1.i) – Please direct us to where this clause has been added since we cannot find it. Please also be aware that whilst an audit of D2L locations may be acceptable (but only if you have serious cause to believe that we are in breach of our material obligations), HR would not be permitted to audit AWS premises.

Antwoord**Vrijgegeven:** 05-03-2020

zie nota van inlichtingen

Nr:**Categorie** Proces**Betreft** Bijlage 6 Wijsenlist – Arch007

3

Vraag

Relating to Bijlage 6 Wijsenlist – Arch007 – Can the Contracting Authority confirm that if a tenderer does not have an inbuilt Plagiarism Tool then they will not be penalized for not answering this question?

Antwoord**Vrijgegeven:** 05-03-2020

zie nota van inlichtingen

Nr:**Categorie** Proces**Betreft** Relating to Bijlage 7 Prijzenblad

4

Vraag

The pricing table calculates annual fees over a period of 4 years, yet the initial contract is for 5 years. Could the Contracting Authority please explain their intentions here?

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Contract
Betreft Relating to Bijlage 8 Concept Overeenkomst

5

Vraag

We note that the Contracting Authority have inserted a new clause relating to the POC which grants termination rights at the end of the POC period. This is understandable, however given this new control we politely request the removal of clause 9.2, which also grants termination for convenience upon three months' notice at any time. The motivation for this question is our belief that should the selected vendor successfully pass the POC phase, then the Contracting Authority should be willing to commit to a partnership with that vendor for the remainder of the contract. The Contracting Authority should also be aware that vendors provide pricing for contracts based on an assumption that the initial term of the contract will be completed and that their costs in delivering the service can be offset against the same period. If that assumption cannot be relied upon, then pricing may need to be adjusted to reflect the increased risk of early termination.

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Contract
Betreft Relating to Bijlage 8 Concept Overeenkomst

6

Vraag

In clause 9.5, does the Contracting Authority expect vendors to fill in their costs for the POC and submit those as part of their response?

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Juridisch
Betreft Relating to Bijlage 10 DPA - 2.4 and 3.3.1

7

Vraag

Responsible vendors will be unable to agree to "immediately" notify. We can commit to using reasonable commercial means to notify. Is this acceptable and if so, can the wording please be amended.

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Juridisch
Betreft Relating to Bijlage 10 DPA - 4.7 and 4.8

8

Vraag

We are unable to provide complete copies of our vendor contracts because we have obligations of confidentiality to those vendors. Can summary arrangements be provided?

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Juridisch
Betreft Relating to Bijlage 10 DPA - 5.3

9

Vraag

Our security policies are internal and kept highly confidential, which is part of our continued ISO27001 certification. We can provide sworn statements that these policies exist. Would this be acceptable to the Contracting Authority?

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Juridisch

Betreft Relating to Bijlage 10 DPA - Section 6 (Audit):

10

Vraag

Can the Contracting Authority please modify section 6 so that it only requires vendors to supply a summary of audit findings, and not the entire audit report, which is confidential within our organisation? In 6.4, we would ask that the Contracting Authority would only require that an audit be conducted if you it had serious cause to believe that a vendor were in breach of our material obligations. And in 6.5, the costs of conducting such an audit must be at the Contracting Authority's expense. Can you please modify these sections to state this?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Juridisch

Betreft Relating to Bijlage 10 DPA - 7.1

11

Vraag

Can this section please be modified to allow for notification within 48 hours instead of 24?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Juridisch

Betreft Relating to Bijlage 10 DPA – 10 Liability

12

Vraag

Will the Contracting Authority please agree that liability is capped at a mutually-agreed limit which is commensurate to the value of the contract being offered?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Juridisch

Betreft Relating to Bijlage 10 DPA - 12.3

13

Vraag

We agree to make your data available to you, rather than to physically return it to you. Can you please modify this section to reflect that?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Proces

Betreft Relating to Bijlage 15 Use Cases

14

Vraag

The relevant dates for some of the tests, such as course access and assignment due dates etc, are in the past. Will the Contracting Authority update these to reflect the new User Testing periods?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

- Nr:**
- Categorie** Proces
- Betreft** Relating to Bijlage 16 PoC
- 15 **Vraag**
- Can the Contracting Authority please confirm that our understanding of timelines is correct?
i.e.
*Contracts will be signed by end of July 2020
*4 weeks of PoC planning will take place August
*12 weeks of implementation will take place from the start of September to end of November
*8 weeks of testing and evaluation of the PoC environment will take place between December and end of January
*Contracting Authority will then either pass or fail the selected vendor at the end of January.
Is this correct?
- Antwoord** **Vrijgegeven:** 05-03-2020
- zie nota van inlichtingen
- Nr:**
- Categorie** Proces
- Betreft** Relating to Bijlage 16 PoC
- 16 **Vraag**
- Can the Contracting Authority please confirm whether any live pilots will take place as part of the PoC phase? I.e. live teaching with associated grades and attainments contributing to student's formal study?
- Antwoord** **Vrijgegeven:** 05-03-2020
- zie nota van inlichtingen
- Nr:**
- Categorie** Contract
- Betreft** Payment Terms - POC
- 17 **Vraag**
- Please could the Contracting Authority please outline their expectations for payment (terms) to the selected vendor for the PoC phase? (e.g. will payment for the PoC costs be made at the beginning or end of the phase?)
- Antwoord** **Vrijgegeven:** 05-03-2020
- zie nota van inlichtingen
- Nr:**
- Categorie** Contract
- Betreft** Relating to Bijlage 17 Wachtkamerovereenkomst
- 18 **Vraag**
- Please confirm whether suppliers must sign and submit this as part of their response, or whether the Contracting Authority will ask only the second place vendor to sign this upon award?
- Antwoord** **Vrijgegeven:** 05-03-2020
- zie nota van inlichtingen
- Nr:**
- Categorie** Uitvoering
- Betreft** Relating to Bijlage 22 SLA
- 19 **Vraag**
- We politely request that clause 2.1 is removed please. Our platform is built on the latest and most performant modern technology and is used by thousands of institutions globally. We performance test our platform consistently to ensure high levels of responsiveness, but cannot commit to your reactivity expectations since much of the responsiveness of SaaS/Cloud applications is outside of vendor's control (e.g. your broadband speeds). Vendors can only be responsible for performance inside their demarcation point.

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Proces

Betreft Relating to Bijlage 22 SLA - Solve times and Problems.

20

Vraag

Prescribing 'Solve Times' and 'Problems' in an SLA is likely to be highly problematic for any vendors who operate a modern SaaS platform utilizing continuous delivery. We recognize that compliance / alignment with the Contracting Authority's proposed SLA is part of the assessment, but can we politely request that Solve Times and Problems are removed? Also, as a general note, the Contracting Authority should be aware that when working with SaaS vendors, any custom support commitments that deviate from the vendor's systemized, automated tracking and escalation processes are likely to raise the risk of issues occurring with communications and resolutions in the event of a problem, rather than reduce them. We recommend that the Contracting Authority adopts the highest Service Level Objectives of their chosen vendor and incorporates that into its contract.

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Inhoud

Betreft 2020FITEU01 Bijlage 05 Eisenlijst D1.0

21

Vraag

To meet Requirement 16, we have obtained, and maintain, a favourable SOC2 Type 2 report (prepared using international reporting standards), which is an equivalent security due diligence artifact to having an ISO 27001 certification, demonstrating the operation of a robust security program. Our products are hosted on AWS, which has an ISO 27001 certification along with a favourable SOC2 Type 2 report. We interpret that these security compliance artifacts are sufficient to meet the requirements set forth in Requirement 16. Is that interpretation correct?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Inhoud

Betreft 2020FITEU01 Bijlage 05 Eisenlijst D1.0

22

Vraag

Within Requirement 127, you state that vendors must "work at least in accordance with ITIL v3". We align with the principles of ITIL in our support methodology, and have robust service and support mechanisms in place. Can you confirm that this will be sufficient to align with your mandatory requirement?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Inhoud

Betreft 2020FITEU01 Bijlage 05 Eisenlijst D1.0

23

Vraag

Within Requirement 101, you state that WCAG 2.1 and EN 301 459 must be supported for accessibility as mandatory requirements. Both measures are yet to take legal effect soon, and so we strongly recommend that this requirement is amended to ensure WCAG 2.0 compliance. Hogeschool Rotterdam could introduce a requirement for WCAG 2.1 compliance, but it would need to be in anticipation of the standard taking legal effect. We recommend that it is changed to "The vendor follows WCAG 2.0 specifications for accessibility, and will support WCAG 2.1 standards by the time they become legally binding". Can you confirm that this recommendation will be applied to this requirement?

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Inhoud
Betreft Bijlage 06 - Wensenlijst, diverse pagina's

24

Vraag

"U kiest ervoor om diverse wensen te beoordelen waarbij u een minimum van 50 punten verwacht. Als deze score lager is dan 50 punten dan kan de inschrijver worden uitgesloten van deelname. Wij krijgen daarmee de indruk dat deze wensen eigenlijk eisen zijn. De wensen bestaan uit meerdere bullets waarbij de weging per bullet niet helder en transparant is.

a. Wij willen voorstellen om het minimale puntenaantal te laten vervallen danwel te verlagen naar 25 punten net als wens 2.5.1 Kunt u zich hier in vinden?

b. Wij kunnen ons ook een variant voorstellen waar slechts 6 van de 11 wensen waar dit voor geldt aan een dergelijk minimale drempelwaarde moeten voldoen. Kunt u zich hier in vinden?"

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Inhoud
Betreft Bijlage 06 - Wensenlijst, pagina 3

25

Vraag

U schrijft 'dat alle gebruikers ruimschoots voldoende getraind zijn'. Heeft u een voorkeur voor een bepaalde methodiek? In het hoger onderwijs is een train-de-trainer aanpak gebruikelijk. Heeft u daar ook een voorkeur voor? Zo ja, kunt u aangeven hoeveel train-de-trainers (per instituut) opgeleid moeten worden?

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Inhoud
Betreft Bijlage 06 - Wensenlijst, pagina 3

26

Vraag

U schrijft 'dat alle gebruikers ruimschoots voldoende getraind zijn'. Verwacht u dat wij alle gebruikers (inclusief studenten) trainen? Zo nee, wie wenst u door ons getraind te hebben (docenten, key users, beheerders en studenten) en hoeveel mensen per doelgroep en per instituut betreft dat?

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Inhoud
Betreft Offerte aanvraag, pagina 25

27

Vraag

U vraagt een ISO certificaat uit. Is het voldoende als de hostingspartij ISO27001 gecertificeerd is?

Antwoord
zie nota van inlichtingen

Vrijgegeven: 05-03-2020

Nr:

Categorie Proces
Betreft Bijlage 05 - Eisenlijst, pagina 10

- 28 **Vraag**
Is onze veronderstelling juist dat definitieve integrale acceptatie samenvalt met het einde van de PoC fase? Indien niet, wanneer is dit dan?
Antwoord **Vrijgegeven:** 05-03-2020
zie nota van inlichtingen
- Nr:**
- 29 **Categorie** Inhoud
Betreft Bijlage 15 use cases, pagina 3
Vraag
We zien veel oude datums in de use cases staan. Dit heeft consequenties voor de wijze waarop e.e.a. getoond wordt. Zijn datums bewust in het verleden genoteerd?
Antwoord **Vrijgegeven:** 05-03-2020
zie nota van inlichtingen
- Nr:**
- 30 **Categorie** Inhoud
Betreft Bijlage 15 use cases, pagina 3
Vraag
Indien we geen vragen over de use cases op een late moment kunnen stellen kunt u dan de aantallen beoordelaars van de usability tests bekend maken?
Antwoord **Vrijgegeven:** 05-03-2020
zie nota van inlichtingen
- Nr:**
- 31 **Categorie** Proces
Betreft Bijlage 15 use cases, pagina 3
Vraag
Wij hebben een groot aantal detailvragen over de inrichting van de demo-omgeving en use case. Bijvoorbeeld het aantal docenten en studenten dat deel gaat nemen. Kunnen we deze vragen op een later moment stellen bijvoorbeeld in de periode 24-4-2020 en 1-5-2020?
Antwoord **Vrijgegeven:** 05-03-2020
zie nota van inlichtingen
- Nr:**
- 32 **Categorie** Inhoud
Betreft Offerte aanvraag, pagina 25
Vraag
U vraagt een ISO certificaat uit. Een ISO certificaat gaat over informatiebeveiliging. Het is mogelijk om verschillende scoping aan te brengen hierbij. Vraagt u een ISO certificaat uit met scoping op het LMS, de organisatie waar u een contract mee afsluit, of beide?
Antwoord **Vrijgegeven:** 05-03-2020
zie nota van inlichtingen
- Nr:**
- 33 **Categorie** Proces
Betreft Offerte aanvraag, pagina 30
Vraag
U schrijft dat bewijsstukken alleen geverifieerd worden van de winnende inschrijver. Vallen referenties hier ook onder? Indien dat zo is dan zou bijlage 105 [Inschrijver] Referentie [referent].pdf niet genoemd moeten worden in paragraaf 3.5.3. Is dit een juiste veronderstelling?
Antwoord **Vrijgegeven:** 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Inhoud

Betreft Bijlage 05 - Eisenlijst, pagina 4

34

Vraag

Ons LMS maakt geen gebruik van OpenID Connect/JWT/OAuth. Wij leveren echter alle benodigde koppelingen en mogelijkheden voor identificatie, authenticatie en autorisatie (o.a. met SurfConext op basis van SAML-2.0). Gaat u akkoord met het laten vervallen van deze eis, omdat u anders veel inschrijvers uitsluit?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Proces

Betreft Bijlage 06 - Wensenlijst, pagina 11

35

Vraag

Is er een mogelijkheid om (enkele dagen) voorafgaand aan de productdemonstratie de techniek alvast te testen in de presentatieruimte?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Proces

Betreft Bijlage 06 - Wensenlijst, pagina 11

36

Vraag

Kunt u bevestigen dat inschrijvers dienen te presenteren met behulp van hun eigen 'devices' tijdens de productdemonstratie?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Proces

Betreft Bijlage 06 - Wensenlijst, pagina 11

37

Vraag

Kunt u de ruimte omschrijven waarin de demonstratie plaats vindt en/of heeft u een plattegrond van de ruimte beschikbaar?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Inhoud

Betreft Bijlage 06 - Wensenlijst, pagina 28

38

Vraag

U somt 8 onderwerpen op voor de demo. Kunt u per onderwerp aangeven hoe zwaar de individuele onderwerpen wegen bij de beoordeling van de demo?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Uitvoering

Betreft Bijlage 06 - Wensenlijst, pagina 3

- 39 **Vraag**
 "a. Verwacht u dat het LMS voor alle instituten op dezelfde wijze wordt geïmplementeerd?
 b. Of zijn er verschillen ten aanzien van inzet, snelheid, toepassing, voorkennis, etc.
 waardoor er meerdere deelimplementaties worden verwacht?"
Antwoord **Vrijgegeven: 05-03-2020**
 zie nota van inlichtingen
- Nr:**
- 40 **Categorie** Inhoud
Betreft Bijlage 05 - Eisenlijst, pagina 5
Vraag
 In Eis 29 vraagt u om een integratie met een door u te kiezen plagiaatdetectietool. Kunt u bevestigen dat de licentiekosten voor deze plagiaatdetectietool NIET hoeven worden opgenomen in Bijlage 07 Prijzenblad?
Antwoord **Vrijgegeven: 05-03-2020**
 zie nota van inlichtingen
- Nr:**
- 41 **Categorie** Proces
Betreft Offerte aanvraag, pagina 23
Vraag
 Is het beoordelingsteam voor alle subgunningscriteria dezelfde of wisselt deze per subgunningscriterium van samenstelling?
Antwoord **Vrijgegeven: 05-03-2020**
 zie nota van inlichtingen
- Nr:**
- 42 **Categorie** Proces
Betreft Offerte aanvraag, pagina 23
Vraag
 Kunt u aangeven hoe de beoordelingscommissie is samengesteld en uit welke functiesniveaus de commissie bestaat?
Antwoord **Vrijgegeven: 05-03-2020**
 zie nota van inlichtingen
- Nr:**
- 43 **Categorie** Proces
Betreft Offerte aanvraag, pagina 14
Vraag
 U geeft in de planning aan dat er slechts 1 vragenronde is, dit is vrij ongebruikelijk. Bent u bereid om een 2e vragenronde in te stellen waarin nieuwe vragen gesteld mogen worden om de kwaliteit en objectiviteit zo hoog mogelijk te laten zijn?
Antwoord **Vrijgegeven: 05-03-2020**
 zie nota van inlichtingen
- Nr:**
- 44 **Categorie** Inhoud
Betreft 2020FITEU01 Bijlage 06 Wensenlijst D1.0
Vraag

According to your vision, students must have up-to-date and challenging education. We note that ARCH011 is heavily based around the IMS Global e-portfolio standard which is not up-to-date. This is a standard that is not used in the industry, IMS has not updated for 15 years, not even used by IMS themselves: if you access the IMS status chart (imglobal.org/cc/statuschart.cfm), you will note that even IMS themselves do not offer their own ePortfolio standard as a filter criterion in their search matrix. We would therefore strongly recommend that HR reduces the focus on certification and standards in this requirement, removing the IMS Global requirement, and instead focuses on the functionality of the e-portfolio itself which will support your vision. This is of particular importance, given the 50% minimum score needed to pass this requirement. Can you please confirm that HR will remove the IMS e-portfolio standard component of this requirement?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Juridisch

Betreft 2020FITEU01 Bijlage 09 ARBIT_2018-mei2018 LMS 2020 D1.0

45

Vraag

There are numerous terms in Arbit 2018 that are not specific to true cloud, software-as-a-service and do not reflect that business model. These include indemnity exceptions for SaaS (article 8.5), reporting to our parent company (article 21), use of sub-processors (article 23.1), perpetual license not being possible under a subscription SaaS agreement (Article 43.1), Escrow agreements for open source software (47.1), and cloud service with the same version and update-routine for all clients (including a test period) (article 84.3).

We request that Arbit can be further coordinated with the Customer after provisional award of the Contract. Can you please confirm this?

Articles:

Arbit 8.7: We would of course work to defend and indemnify you in case of a claim as mentioned in 8.7 but believe the ability to immediately cancel is too heavy of a consequence for just the fact that a claim has been received. We request this article to be deleted or at least modified to reflect a normal process of communication, waiting period, looking for other options etc.

Arbit 14.3: We request further clarification on the 'agreed discount' - what is this in reference to?

Arbit 15.5: This suggests that potential providers cannot suspend service if HR does not pay their invoices. We request language to cover this situation.

Arbit 17.3: We request further information as to what this 'supervision' would entail

Arbit 17.5: We do not view a 50,000 EUR penalty for each confidentiality breach appropriate, and request this is removed. Such a penalty should depend on the type of violation (material breach) and resulting damage.

Arbit 17.6: We request this article is mutual and only in cases of material breach

Arbit 21: We would need an exception that we can disclose the relationship as part of our parent company's public filings. We can notify you in advance?

Arbit 23.1: We request subcontractors be approved from the outset and we would like to add language to cover this as this is part of our delivery model.

Arbit 26.4 b: Does this also cover intent/gross negligence by the Contracting Authority?

Arbit 26.4 c: What situation would be for breaches of IP by the contracting authority, since this is not addressed in article 8?

Arbit 26.4 d: We request language around a supercap. Unlimited liability would only be appropriate for fines imposed by the supervisory authority where we are at fault.

Arbit 27.4: We request that this be commercially reasonable efforts

Arbit 32: You ask for 'whatever action is necessary', this is quite broad. Our commitment is to make all data accessible but your ask could also be explained that we train and support any new counterparty. Please reduce this requirement to state that the Counterparty shall provide access to the data.

Arbit 43.1: A perpetual license is not possible under a subscription SaaS agreement, and we therefore request that this is removed. You have the right to use the solution as long as an agreement is in place and you pay for the use of the solution.

Arbit 84.3: As we run a cloud service with the same version and update-routine for all clients (including a test period) we need you to delete this article or we can not offer you our cloud service

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

- 46 **Categorie** Juridisch
Betreft 2020FITEU01 Bijlage 09 ARBIT_2018-mei2018 LMS 2020 D1.0
Vraag
ARBIT 8.1a: We request additional language to require any situation where the Contracting Authority believes we are transferring rights to them by mutual agreement, so as to avoid misunderstanding. If we operate on a one-to-many model, the situation in 8.1a should not arise, and if the Contracting Authority thinks it may arise, we would like to be certain we have the same understanding. Can you conform that this language can be discussed and added at a later stage in the process to avoid misunderstanding?
Antwoord **Vrijgegeven:** 05-03-2020
zie nota van inlichtingen
- Nr:**
- 47 **Categorie** Inhoud
Betreft 2020FITEU01 Bijlage 08 Concept overeenkomst LMS 2020 D1.0
Vraag
Within Bijlage 08, there a number of amendments which we would need to see made in order to agree to this concept agreement. Will Hogeschool Rotterdam make the following changes?
- You state that "The Contractor declares to have taken cognizance of all data provided by or on behalf of Rotterdam University of Applied Sciences and declares that these provide sufficient insight to perform the work properly and that those data do not contain any errors, discrepancies, ambiguities or any reason for doubt". Could we please request that 'to the best of its knowledge' is added to this clause?
- Within clauses 5.3 and 5.4, you use the term "immediately". We request to change "immediately" to promptly to prevent misinterpretation of this very narrow term.
- Within clause 9.1, you use the term "meets what Hogeschool Rotterdam can expect", and this is open for wider interpretation. We ask that this section refers to what is specified in the agreement and annexes only to avoid misunderstandings.
- Section 10 concerns "ownership". Due to the SaaS nature of the contractor's business, as well as the one-to-many model of our offering, provider requests that none of its issued documents become property of HR absent written agreement.
Antwoord **Vrijgegeven:** 05-03-2020
zie nota van inlichtingen
- Nr:**
- 48 **Categorie** Contract
Betreft 2020FITEU01 Bijlage 08 Concept overeenkomst LMS 2020 D1.0
Vraag
Within 9.2. and 9.3. of Bijlage 08, you indicate that you can terminate the agreement at any time: this is not consistent with a 5-year agreement, our investment in people and resources to help your project succeed and make the resources available and, in general, the business model of a SaaS supplier. Termination within the first five years can only take place after repeated, unaddressed material shortcomings in the availability or functionality of the delivered solution. This is a very important point for us; you are tendering for 5 years with the possibility of renewal, we invoice annually in advance, then it is not possible that you are including a 'termination for convenience' article. We would agree to such a clause applicable after the first 5 years, with the provision that prepaid license fee is not refunded. Can you please remove this clause?
Antwoord **Vrijgegeven:** 05-03-2020
zie nota van inlichtingen
- Nr:**
- 49 **Categorie** Inhoud
Betreft 2020FITEU01 Bijlage 05 Eisenlijst D1.0
Vraag

Within requirement 125 of Eisenlijst, you require that vendors provide a monthly report, containing a number of components. We would strongly recommend that, instead of a monthly report, this requirement is amended so that vendors instead offer on-demand access to reports that cover reactivity (ping time), availability, RTO (inferable from availability metrics), and support call data. Because our service levels are so high and our architecture so resilient, this data is not necessary on a monthly basis. Can you confirm that on-demand reporting is also acceptable?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Inhoud

Betreft 2020FITEU01 Bijlage 05 Eisenlijst D1.0

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Vraag

Within requirement 130 of the Eisenlijst, you require that vendors are prepared to record tickets in the system of the college at the request of the university. We would need a mutual agreement around this requirement, ensuring that the recording of tickets is not done on a systematic basis, but is instead something that is agreed between the two parties during implementation. Can you confirm that this is acceptable?

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen

Nr:

Categorie Juridisch

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Vraag

In relation to Arbit, there are additional areas that are not in line with a true cloud, SaaS company. We request the following changes to be made in order to accommodate all bidders: Arbit 26.3: At that 4x contract sum level, we could not maintain our business in operation in case of a major issue in case something material happens. We propose the liability to be 1x the amount that has been invoiced over the last 12 months. Therefor we request you to change this to 1x the annual contract value
Arbit 47.1: Escrow is not applicable for our solution, as our source code is open and constantly made available. The code gets updated all the time so an Escrow agreement is not useful. We request you to remove the requirement for an Escrow agreement, even if you say that it is at your discretion to sign up to it later

Antwoord

Vrijgegeven: 05-03-2020

zie nota van inlichtingen