Tender 01-2022 for the Addition of Services to the Government Digital Marketplace

Tender Administrator Answers to Clarification Questions and Comments

NO.	Chapter/Appendix	Section in the service agreement	Question/Comment (please list one comment in each row)	Tender Administrator Answers
1	0	0	We have several products that were already approved in Layer 5 for AWS cloud. What are your instructions regarding the approval of the exact same service on GCP? Is a new round of approvals or a new submission required?	In general, services can be offered only in the framework of the Tender publications. Regarding the addition of an identical service that was approved for one cloud provider and is registered with the other cloud provider, see section 3.17.2 of the tender documents.
2	0	0	Can the Manufacturer's Statement be signed by the manufacturer's Israeli representation (a subsidiary)?	The Manufacturer's Statement must be signed by the manufacturer itself by a party that is authorized to sign and commit on the manufacturer's behalf.
3	0	0	In the GCP Marketplace, as of the date of sending the question, it is not possible to list non-SaaS products based on a Machine Image that is installed on a compute engine in the customer's cloud account, except (according to the instruction of GCP) as SaaS product, but in fact there is a non-SaaS product installed in the customer's account. In other words, the bidder must submit a non-SaaS product that is classified as a SaaS product in the Marketplace and a response to Chapter 4.2 non-SaaS. This constraint and the inconsistency between the classification of the product as SaaS and its actually being non-SaaS could result in disqualification of the bidder's submission by the Tender Administrator. We request the Tender Administrator's instructions on how to submit non-SaaS products based on a Machine Image in the GCP Marketplace in light of the above description.	The bidder should declare in the bid the classification of the service in accordance with the definitions of the Tender. If the classification in the marketplace differs from the classification indicated in the bid, the reasons for the difference in the classification of the service should be explained in the response to the bid booklet, in Appendix 4.1, section 2.12.1, or Appendix 4.2, section 2.13.1 (depending on the classification of the service).
4	Professional Definitions - Content data	Page 4	Can telemetry data (such as metadata and logs) be processed overseas?	See new section 4.7.2.
5	Booklet Num. 1 - Tender Documetns Chapter 1	1.1.8.3	Is it possible to offer a free edition of an open-code product that has both a free and a commercial edition, and to supplement this with our quality support and complementary add-ons that we developed? In such a situation, the manufacturer is unlikely to provide a statement, as it will not want to promote the free edition, but on the other hand, this solution could save you and the state tens or hundreds of thousands of dollars a year, and the quality of the solution will not be impaired (and will even be enhanced). Of course, this refers to a situation where such a solution (an identical one) exists in the marketplace.	A Manufacturer's Statement must be submitted for each offered service, and there is no substitute for this requirement. In future publications we will consider the possibility of creating conditions adapted to Layer 5 for open-source products.
6	Booklet Num. 1 - Tender Documetns Chapter 1	1.1.8.3	Is a Manufacturer's Statement actually necessary where the solution offered by us is based in part on a completely open-source product that can be used freely and fully? (Of course, in a case where there is an identical solution in the marketplace.)	See answer to questions 5.

7	Booklet Num. 1 - Tender Documetns Chapter 1	1.1.8.3	If another provider's solution has been approved in the Tender on the AWS Marketplace, can we participate with a similar solution of the same manufacturer through the GCP Marketplace? Or is this possibility already locked?	There is no change in the Tender documents.
8	Booklet Num. 1 - Tender Documetns Chapter 1	1.1.8.3	If we offer a solution in the marketplace that is not associated with any manufacturer - can it be submitted as a solution for Layer 5?	See answer to questions 5.
9	Booklet Num. 1 - Tender Documetns Chapter 1	1.6	As a software manufacturer, if we choose to participate through a representative partner, will it be possible to replace the partner representing the manufacturer along the way? If so, what would this involve?	See new section 3.17.3.
10	Booklet Num. 1 - Tender Documetns Chapter 1	1.6	As a manufacturer, if we choose to participate through a representative partner, will it be possible to change the form of engagement from engagement through a representative partner to direct engagement with the manufacturer along the way? If so, what would this involve?	See answer to question no. 9. In addition, please note that the manufacturer is able to submit a bid for the Tender independently and without a representative provider.
11	Booklet Num.2 - The Bid Booklet Appendix D1	2.12.6.1	The service is in the process of certification for the required standards. We ask to present the standard certification between half a year to a year from the submission date. Alternatively, we ask to use the standards of the virtually / locally corresponding product that meets these standards.	There is no change in the tender documents. The offered service is required to meet all the Tender requirements as of the closing date for bid submissions.
12	Booklet Num.2 - The Bid Booklet Appendix D1	2.12.10.7,2.12.10.11	Question states: "Is there "representation" of the service in the Client's "network" for direct access from the Client's network?" can you further clarify this question, as it relates to a SaaS product, what is meant by "representation"?	The term "representation" refers to the possibility to access the offered service not through the Internet. See in this regard the examples provided in section 2.12.10.9.
13	Booklet Num.2 - The Bid Booklet Appendix D1	2.12.10.4	Question states: "Is the content data processing performed outside of the clients network..." can you clarify the intention of "content data processing" inside vs outside of the clients network?	The question in this section refers to the location of the processing of content data, as this term is defined in the Tender. Whether the processing is performed only on the networks of the customer itself (such as VPC), or at an external location.
14	Booklet Num.2 - The Bid Booklet Appendix D1	2.12.11.2	The wording of the question is unclear and appears to us it contains a contradiction. If a user has been allowed access, what does it mean to prevent access by the same user with such an authorization? We would appreciate your clarification of the matter and also an example, if possible.	See updated wording in section 2.12.11.2.
15	Booklet Num.2 - The Bid Booklet Appendix D2	2.13.1.1	"The manufacturer must comply with ISO 27001." we are SOC2 certified. Is it ok? Alternetively can we have a time window for ISO 27001 certification?	There is no change in the requirements of the section. It is clarified that the requirement applies to the manufacturer of the service. Please note, the requirement in section 2.12.6.1 is relates to SaaS services, and the requirement in section 2.13.7.1 relates to non-SaaS services.
16	Booklet Num.2 - The Bid Booklet Appendix D2	2.13.7	The provider holds a SOC 2 Type 2 certification only. Is this certification sufficient? If so, we request to change the wording of the condition: "The Manufacturer must meet ISO standard SOC 2 Type 2/27001" to "Is the Bidder, insofar as it is involved in the manufacture or development of the service, certified for ISO standard 27001/SOC 2 Type 2?" - accordingly for both the subsections.	See answer to questions 15.
17	Booklet Num.2 - The Bid Booklet Appendix D2	2.13.7	Can information security standards such as FedRAMP, FIBS 140-2 or NIST, which are strong standards used by the U.S. federal administration, serve as a substitute for the ISO 27001 requirement?	There is no change in the tender documents. It is clarified that these standards are not a subsitute for the standards stipulated in the Tender.

18	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	0	Can a change be made in any of the terms of the service agreement after the winning candidate has been announced but before the agreement has been signed?	No change can be made in the service agreement.
19	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.1.1.1	The appendix is not attached to the tender documents. Are you referring to Chapter 2 - the bid booklet, section 2.3 - services approved for submission?	There is no change in the tender documents. It is clarified that Appendix A forms part of the service agreement and lists the services that were approved for the digital marketplace. It is further clarified that the appendix will be sent to the winning provider and will be updated by the Tender Administrator according to the winning services, in relation to each winning service.
20	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement + Appendix D1	3.6.3.1 + 6.6.2.1	We cannot obligate all the sub-processors with whom we work to process and store data within the Israeli region only, the same as required of providers participating in the Tender. Please note that it is unfeasible to remove from the service the capabilities and features provided by these sub-processors, and in any case, this would greatly impair the user experience and the quality of the service provided by us to all our customers worldwide. Therefore, in view of the definition of an "Israeli service" as well as the provisions of section 6.6.2.1 of the tender documents, we ask you to confirm that the requirement appearing in section 3.6.3.1 refers only to the provider participating in the Tender and not to its sub-processors.	See updated wording in sections 6.6.2.1 and 7.5.2.1. In addition, see section 4.4.4 of the tender documents.
21	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.19.2	We seek clarification as to whether ARR coming through different procurement vehicle (other than nimbus, e.g. FMF) counts for the same ARR bucket as nimbus, when counting towards the $1M ARR and $5M ARR and clarification on the necessity of incorporation of an Israeli entity?	1. This section refers to the amount of orders made through this Tender only. For example, if a service is sold to a government body other than through this Tender, those sales will not be included in the calculation of the amount under section 3.19. 2. It is emphasized that the Israeli operator, as set out in section 3.19.2.1, is not required to be the seller of record. However, the Israeli operator will be required to be responsible for the supply of the service as set out in the section.
22	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.19.2.2	There is no section dealing with the conditions for calling on the performance guarantee for a SaaS. We seek a clarification on what are the triggering conditions which must be met before the Tender Administrator can call on the performance guarantee, and whether the Provider has a right to defend the claim.	There is no change in the tender documents. See sections 3.30 and 3.31. It is clarified that forfeiture of a guarantee will be done in the event of a breach of the agreement.
23	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.22	We seek the Tender Administrator's confirmation that contractual terms under 3.22 regarding software licences or proprietary rights are waived as it pertains to our SaaS.	There is no change in the tender documents. It is clarified that the meaning of section 3.22.2 is that as part of its commitments in the Tender, the winning provider grants users a license, an access authorization or a subscription, depending on the type of service and the manner of its provision.
24	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.22.3	We ask to subordinate the ownership to the terms of third party products, and to exclude generic components as well as methodologies, work methods and professional know-how that are not unique to the customer.	There is no change in the Tender documents.
25	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.26.1	We ask to clarify that the provider's liability will be solely in accordance with the Law for Direct Damages.	There is no change in the Tender documents.

26	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.30.1.2.1	We ask to correct to "30 days" instead of "10 work days" and "21 days."	There is no change in the Tender documents.
27	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.30.1.2.2.	With regards to this new clause that has been inserted, can the Tender Administration confirm that the stated compensation is: (a) only applicable in the event that a Fundamental Breach is NOT rectified; and (b) is a sole and exclsuive remedy.	1. See updated version in section 3.30.1.2.2 2. See section 3.30.1.2.3.
28	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.30.1.2.2	We ask to add after the words: "the Provider committed a fundamental breach" the words "that was not rectified."	See answer to questions 27.
29	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.30.1.2.3	We ask to clarify that any cancellation of the agreement due to a fundamental breach will be subject to 30 days' prior notice during which the company did not rectify the breach, and also that the client will pay the provider a pro-rata consideration portion for the services actually performed.	There is no change in the Tender documents.
30	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.30.2.1.1	Please correct to "45 days" instead of 25.	There is no change in the Tender documents.
31	Booklet Num. 1 - Tender Documetns Chapter 3 - Service Agreement	3.31.3.1	Please clarify that any forfeiture or offset of the guarantee will only be for a liqudated amount.	There is no change in the Tender documents.
32	Booklet Num. 1 - Tender Documetns Chapter 3 - Appendix C1	4.1.1	The Services Agreement suggests that Protected Information cannot be accessed by Manufacturer. However, as the Manufacturer is a global company, it is necessary for certain Protected Information to be accessible to our company's globally located personnel in order to deliver its Cloud Service e.g. in the course of providing Support Services, the Manufactuer may need to access such information to delivery Support Services. Can the Tender Administration confirm that this type of [Global] access is permitted?	See section 4.3.1.1, which permits access to content data, inter alia, for the proper provision of the service. It is clarified that the provisions of section 4.1.1 should be read together with the provisions of this section.
33	Booklet Num. 1 - Tender Documetns Chapter 3 - Appendix C1	4.3.1	Can the Tender Administration confirm that the Manufactuer's collection and use of Product Usage Data (including providing the same to the Manufactuer's vendors) is not prohibited according to section 4.3.1 of the Services Agreement?	There is no change in the tender documents. It is clarified that in accordance with the provisions of section 4.3.1.2, processing data can be used to enhance the service.
34	Booklet Num. 1 - Tender Documetns Chapter 3 - Appendix C1	4.3.1	It appears that there is a prohibition as to the processing and storage of Content Data and Processing Data outside of the State of Israel. However, as the is a global company, it is necessary for certain Content Data and Processing Data to be accessed and stored outside the State of Israel e.g. in the course of providing support, the Manufacturer may need to access and store such information to delivery Support Services. Can the Tender Administration confirm that this type of [global] access and storage is permitted?	See answer to questions 32.
35	Booklet Num. 1 - Tender Documetns Chapter 3 - Appendix C1	4.3.1.2	Please indicate if usage data can be exported out of Israel (the tender document indicates content data cannot, but it is not explicit about processing and access data)	There is no change in the tender documents. One must act according to the professional definitions detailed in the tender documents. Regarding access and use of access data and processing data, see questions 36 and 37.

36	Booklet Num. 1 - Tender Documetns Chapter 3 - Appendix C1	4.7	Our database SaaS has a control layer which sits outside of Israel. Our support services are also provided from locations outside of Israel. As a consequence, there will be necessary data transfers outside of Israel, e.g. telemetry, access and user data, and support tickets. We seek the Tender Administrator's confirmation that these data transfers outside of the Israel cloud which are required for Customers' use of the database are permitted.	Please note the definitions of the different types of data and section 4.3.1 regarding the permitted use of protected data.
37	Booklet Num. 1 - Tender Documetns Chapter 3 - Appendix C1	4.7.2	It appears that there is a prohibition on the processing, storage, backup or for transfer to a third party of Content Data, without a digital instruction from the Client or the written consent of the Tender Administrator. Can the Tender Administration confirm that this meets the consent requirements set out in section 4.7.2.	There is no prohibition on providing remote support services that do not entail the extraction of the content data outside the borders of the State of Israel. In case it is necessary to extract content data, see the end of section 4.7.3.
38	Booklet Num. 1 - Tender Documetns Chapter 3 - Appendix C1	4.7.2	Since, as we understand, in Israel there is only a single AWS region, we request your approval for making a backup in another region located within the borders of the European Union. A negative answer would mean that no backup of the data could be made for disaster recovery purposes (other than replication of the data beteen the AZ within the Israeli region) - and therefore we would appreciate your clarification of the matter.	There is no change in the tender documents. In this case, the backup of the content data will be made in the State of Israel, unless the Tender Administrator has given approval, as set out in the section.
39	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	6.4, 6.5	These requirements are unclear as to the extent of cooperation and assistance. We seek a clarification that the Provider will only be required to provide assistance under these sections insofar as (1) the request is reasonable in all the circumstances, (2) the request relates to an actual security incident which affects the Client's content data, (3) the assistance does not come at any cost to the Provider, (4) the assistance does not conflict with any internal policy of the Provider, and (5) is approved for disclosure by the Provider's internal controls.	There is no change in the tender documents. As stated in the section, such assistance will be in accordance with the restrictions applicable to the provider and in accordance with any law.
40	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	6.7.4	We seek a clarification that this relates only to purely defensive cyber protection tools and measures, NOT tools and measures which are in the nature of resilience or penetration testing.	See section 6.7.6 regarding security and penetration tests and their frequency.
41	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	6.7.6	We cannot allow any one customer to perform resilience or penetration testing on our live systems and infrastructure. We can only allow testing within an isolated and controlled environment within parameters determined by us. Please clarify that this suffices for this requirement.	There is no change in the tender documents. See section 6.7.6.3.
42	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	6.8	We seek a clarification that the 12 hour notification requirement is only for actual security incidents affecting Client's content data which is uploaded to our database SaaS, not access data or user data.	There is no change in the Tender documents.
43	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	2.4	**We ask to change to:** If the service is offered by the Reseller, I STATE, AS OF THE DATE OF TODAY, THAT:	There is no change in the Tender documents.

44	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	2.4.1	**We aske to change to:** The Reseller is a local partner authorized by the Manufacturer to acquire the Manufacturer's products and services from Manufacturer's authorized distributors and resell them to end-customers, at its own risk.	There is no change in the Tender documents.
45	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	2.4.2	**We ask to change to:** The terms of use of the service will be the terms of use specified in the tender, as well as the documentation provided by the Manufacturer applicable to its products and services and attached to this tender, which are and shall be confidential ("Manufacturer's Documentation").	There is no change in the Tender documents.
46	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	2.4.3	**We ask to change to:** The terms of use of the service will be the terms of use specified in the tender, as well as the documentation provided by the Manufacturer applicable to its products and services and attached to this tender, which are and shall be confidential ("Manufacturer's Documentation").	There is no change in the Tender documents.
47	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	2.4.3	**We ask to change to:** To the best of Manufacturer's knowledge, the response to Appendix 4 of the tender is made in a manner consistent with the characteristics of the service and the manner of its delivery by the Manufacturer.	There is no change in the Tender documents.
48	Booklet Num.2 - The Bid Booklet Appendix 6 - Manufacturer's statement	2.4.5	**We ask to change to:** As long as the Reseller maintains its status of local partner authorized by the Manufacturer, the Reseller will be able to acquire from the Manufacturer's authorized distributors the products and services which fall within the scope of the tender and will be the only responsible to comply with the Reseller's obligations towards the Tender Administrator or the end customer.	There is no change in the Tender documents.
49	Booklet Num.1 - Tender Documents Appendix D1	6.3.1 - 6.3.5	Since we are transmitting only processing data, is there a requirement to host/deliver the SaaS service from an Israeli region or other regions stipulated in the overseas region?	There is no change in the tender documents. The reference appears to be wrong. Attention is drawn to section 3.6.3.1, according to which every service is required to operate as an Israeli service, as well as to section 4.7, which deals with the manner of operation of the Israeli service.
50	Booklet Num.1 - Tender Documents Appendix D1	6.7.5.1	This section states that we are to engage a 3rd party to perform an audit of our compliance with Nimbus requirements "at a frequency depending on the Provider's risk management, or in response to the Tender Administrator's request." We undergo an annual SOC-1 Type II and SOC-2 Type II audit, which covers a wide range of security controls, including access control, encryption, personnel management, vendor assessment, configuration and change management, privacy, business continuity and incident response. Does this satisfy "Nimbus requirements"?	There is no change in the Tender documents. Yes.

51	Booklet Num.1 - Tender Documents Appendix D1	6.7.6.1, 6.7.6.2	We are a SaaS provider. Regarding settings, while we provide uniform services and security measures to all tenants, we don't restrict how they can configure our systems, using the options provided to them. It is also not clear "Client's systems operated on the Provider's systems and infrastructure" would apply to us. We are not a cloud or hosting provider for clients: we provide a SaaS application to them: it is our system on our infrastructure, with access provided to clients. Can you please clarify if we satisfy your requirements based on the above. If not, what configuration standard is required?	There is no change in the tender documents. Please note, section 6.7.6.2 deals with penetration and resiliance tests for systems of the client that are operated on the provider's systems and infrastructures. Please refer to section 6.7.6.3.
52	Booklet Num.1 - Tender Documents Appendix D2	7.5	Request subprocessor is granted the same permissions as we are with respect to data that does not identify customer or individuals. Subprocessors may not sign NDAs, but materially similar confidentiality provisions are required.	There is no change in the tender documents. Attention is drawn to section 7.5.2.2.2 dealing with access to protected data.