CLARIFICATION N.1

Published on 02/11/2026

QUESTION 1	We would like to be informed if physical presence is required and if possible, please also provide an estimation of person days.
ANSWER 1	Please review the ToR and the financial sheet, there is not specific need to be on side.

QUESTION 2	Hosting model (ToR 2.1.2, Annex 3): Would a private cloud environment (VMware-based IaaS with high availability across multiple EU data centres, operated by the Service Provider's ISO/IEC 27001 certified hosting partner) be considered (a) an acceptable DCCSS under ToR 2.1.2 and (b) a "cloud-hosted" environment for the purposes of the selection criterion on cloud-hosted Drupal environments?
ANSWER 2	As per ToR, 2.2.1.1 Hosting, the current DCCSS environment as of August 2026 has the characteristics outlined in this chapter and it is required that the Hosting service provided by the Service Provider will meet at least these requirements. It shall also meet the requirements in 3.6 Hosting and Data Location.

QUESTION 3	Data location (ToR 3.6): The current DCCSS uses us-east-1 for global services such as CDN and WAF. Are global edge services acceptable, provided that origin data, logs and backups remain in EU/EEA regions?
ANSWER 3	No. Under Art 3.6 of ToR, global edge services involving processing of DCCSS data outside the EU/EEA are not automatically acceptable, even if origin data, persistent logs and backups remain in the EU/EEA. The reference to us-east-1 describes the current environment and does not constitute an exception to Section 3.6. Any proposed use of non-EU/EEA locations must be clearly identified and would be subject to the ESM's prior written consent. Such consent should not be assumed at tender stage

QUESTION 4	Cloud accounts and costs (ToR 2.2.1.1, Annex 5): Should the DCCSS and the Google Cloud chatbot run in accounts owned by the ESM or by the Service Provider? Could the ESM share the current approximate monthly AWS and Google Cloud costs (ToR 2.2.1.1.5)?
ANSWER 4	As per 2.2.1.1 Hosting, the Service Provider shall provide hosting services for the DCCSS environment. Costs are born by the Service Provider and is included in Annex 5 – Commercial response, row 15 (i) for the website and row 16 (ii) for the chatbot.

QUESTION 5	Transfer of undertakings (ESM Terms and Conditions, §2): Does the incumbent provider have staff dedicated exclusively to the ESM Website Services who could be subject to a transfer under Art. L.127-1 to L.127-6 of the Luxembourg Labour Code, and does the ESM consider these provisions applicable to a Service Provider delivering the Services remotely from another EU Member State?
ANSWER 5	The current service provider is based in another EU country, with all relevant staff located there, and the Services are delivered remotely.

	The applicability of Arts. L.127-1 to L.127-6 of the Luxembourg Labour Code is to be determined by the relevant tenderer based on the factual circumstances and applicable regulations. The reference to transfer of undertakings in the ESM's standard Terms and Conditions is not, in itself, indicative that those provisions apply.

QUESTION 6	24/7 support (Annex 4): For Critical/Major incidents (30-minute response, 2-hour resolution), is a 24/7 on-call engineer required including weekends and public holidays, or is 24/7 automated monitoring with escalation to an on-call engineer sufficient?
ANSWER 6	24/7 automated monitoring will be sufficient with escalation to an on-call engineer provided that the monitoring fulfils the availability requirements, ToR, 3.3.1 Availability and Annex 4 Service Level Agreement

QUESTION 7	Could you please confirm whether it is acceptable to submit CVs of freelance consultants / independent experts who are not permanent employees of our company, provided they are available to perform the services if our offer is successful? If yes, could you please clarify: 1. Whether any documentation is required beyond the CV, such as an availability declaration, commitment letter, or similar document. 2. Whether any security clearance or background check is required. 3. Whether there are any nationality, residency, sanctions-related, or other eligibility restrictions to consider.
ANSWER 7	Kindly note that it is the Supplier's responsibility to determine how the proposed consultants are engaged, including whether they are permanent employees, freelance consultants, or independent experts. The ESM will enter into the contract with the preferred Supplier. All applicable requirements concerning the Supplier, proposed subcontractors and/or consortium members, including any relevant eligibility requirements, are set out in Section 2 of the RFP. No additional requirements apply beyond those specified in the RFP. Please therefore ensure that the proposed arrangement and any consultants involved comply with the applicable requirements set out therein.

QUESTION 8	Could you please confirm whether a subcontractor must present their information for 1.Economic and financial standing (points 1 and 2) if this is already covered by the tenderer, and 3.Authorisation and suitability to carry out the relevant professional activity?
ANSWER 8	Where a Candidate proposes to rely on a subcontractor for the performance of the Services, the combined capacities of the Candidate and its subcontractor(s) will be assessed for the purpose of meeting the applicable selection criteria, as set out in Section 3.2 of the RFP. Therefore, the subcontractor is not required to independently meet the economic and financial standing requirements where these

	requirements are already fully met by the Candidate and the Candidate does not rely on the subcontractor's economic and financial capacity. However, the Candidate must ensure that the proposed subcontractor meets any selection requirements applicable to the activities or services that the subcontractor will perform, including, where relevant, the requirements concerning authorisation and suitability to carry out the relevant professional activity. For Key Subcontractors, the Subcontractor Commitment Letter (Annex 2, Section 2.3) must be completed and submitted. The RFP also requires the Candidate to provide a clear description of the subcontracting arrangement, including the tasks to be subcontracted and the subcontractor's role, activities and responsibilities.

QUESTION 9	Annex 1 requires all DCCSS hosting, storage, processing, replication, backup, logging, archiving and disaster-recovery activities to take place in the EU/EEA, whereas Annex 6 states that ESM data may not be stored, processed or accessed outside the euro area without prior written consent. The current architecture also uses AWS us-east-1 for global services and requires managed GCP services. Please confirm the operative geographic boundary and whether CDN/WAF edge processing, global control-plane or telemetry functions, and remote support access outside that boundary are permitted subject to ESM approval. Please also confirm the required regional configuration for Dialogflow CX, Vertex AI Search, Gemini, BigQuery and the related GCP services.
ANSWER 9	See Answer 3. It also applies to the Google stack for the Chatbot.

QUESTION 10	Please confirm whether ESM currently considers the transfer-of-undertakings provisions referenced in the procurement documents potentially applicable to this procurement. If so, please provide the anonymised employee information reasonably required to assess the potential transfer obligations, including headcount/FTE, roles, employment location, working time, compensation and benefits, tenure, accrued entitlements and any relevant collective arrangements.
ANSWER 10	See Answer 5

QUESTION 11	Please confirm that Annex 4 - Service Level Agreement will be incorporated as an integral contract document and specify its order of precedence. Annex 4 states that ESM may apply Service Credits at its discretion, while Annex 6 Article 5.7 states that Service Credits accrue automatically; please confirm which mechanism applies. For the chronic-failure test, please also confirm whether repeated failure must concern the same KPI or may comprise different KPIs across the relevant measurement periods.
ANSWER 11	Service Level Agreement will be incorporated as an integral contract document – it will form part of the Terms of Reference.

	The intended solution is that: (i) performance (against the KPIs) will be measured and reported by the Service Provider; (ii) following information about the performance ESM will decide whether and when a Credit Note shall be issued by the Service Provider. It may happen that whilst Service Credits are accrued (following failure to meet relevant KPIs) ESM may not request the Credit Note immediately but later (e.g. considering the amount of the invoices to be paid and the credits accrued to date). For the chronic-failure test – the repeated failure may concern both the same or a different KPI across the relevant measurement periods.

QUESTION 12	Please confirm as well from when the KPI's will be applicable.
ANSWER 12	The KPIs, including any corresponding Service Credits, shall become effective as of the ESM's formal acceptance of the Transition Services, as defined in the Terms of Reference. No KPI measurement or Service Credit shall apply prior to such acceptance. In case there would be no Transition Services ordered by the ESM (which would happen only if the Incumbent provider is selected in the tender) the KPI should apply as of the effective date of the framework agreement.

QUESTION 13	Please clarify how the liability cap in section 14 is intended to apply: in aggregate across the Framework Agreement and all Work Orders and Release Orders, separately per Work Order or Release Order, per claim, or per contract year. Please also confirm how "the maximum remuneration payable under the Contract" is calculated where the Framework Agreement contains no minimum call-off volume, whether Service Credits count towards the cap, and which indemnities are intended to remain outside the cap.
ANSWER 13	The liability cap set in section 14 of the General Terms and Conditions is intended to apply to each individual contractual assignment separately. E.g. if the Service Provider would be liable for damages resulting from two separate Work Orders, the liability cap shall apply separately two both, not jointly.

QUESTION 14	Please confirm the maximum duration, scope and objective completion criteria for exit and migration assistance following expiry or termination. Please also confirm the charging basis in each termination scenario, including the fees for continued hosting and operations and the treatment of any non-cancellable third-party platform, licence or cloud commitments.
ANSWER 14	We confirm that exit and migration assistance following expiry or termination will be provided for a maximum period of four (4) months (or until successful migration is achieved, whichever occurs earlier).

QUESTION 15	Appendix B section 5 requires subcontractors to be bound by all Service Provider obligations and to give ESM the same rights as against the Service Provider. Please confirm how this requirement is intended to apply to standard cloud, SaaS and managed-platform providers that contract on standard terms. Will equivalent contractual controls, data-processing terms, independent assurance reports or certifications and service commitments be accepted in place of direct or verbatim flow-down of audit, intellectual-property, immunity and other rights? Please also confirm that generally available platform software, open-source components and pre-existing provider or subcontractor tools remain subject to their existing ownership and licence terms and are not treated as New Work Product.
ANSWER 15	The ESM is not providing legal advice to candidates. Please note that each candidate should assess whether the hardware, software, platforms, tools and third-party services it intends to use, and the contractual arrangements under which these are obtained or provided, are compatible with the requirements of the draft Framework Agreement. To the extent that any software, hardware, platform or other service required for the performance of the Services is to be provided by a third party or subcontractor, the applicable arrangements, including any relevant contractual terms or limitations, shall be addressed by the Service Provider during the contracting stage with the selected candidate.

QUESTION 16	Please specify the required insurance types, minimum coverage limits, territorial scope and acceptable evidence of insurance for the Framework Agreement.
ANSWER 16	The ESM does not intend to specify any additional insurance requirements beyond those set out in the draft Framework Agreement. It is for the Service Provider to determine the type and scope of insurance coverage appropriate for the performance of the Framework Agreement, provided that such coverage is sufficient to cover the Service Provider's liabilities thereunder.

QUESTION 17	Annex 5 includes a separate monthly Chatbot Services fee, but the price schedule in Annex 6 Article 5.1 does not include a corresponding Chatbot Services line. In addition, Annex 5 row 15 includes GCP and chatbot infrastructure, licence and API-consumption costs within Website Hosting, while row 16 also requires those costs within Chatbot Services. Please confirm that the final Agreement will include the separate Chatbot Services fee and identify the pricing line in which the GCP infrastructure, licence and API-consumption costs must be included so that they are priced once only.
ANSWER 17	The commercial response template (Annex 5) is the binding structure for pricing. It requires a separate monthly Chatbot Services fee covering all Chatbot Services described under Sections 2.1.2 and 2.2.1.1 of Annex 1. The price schedule in Article 5.1 of the draft Framework Agreement (Annex 6) will be aligned with Annex 5. The final Agreement will

	therefore include a separate monthly Chatbot Services line corresponding to the fee submitted in Annex 5. To avoid double-counting, all GCP infrastructure, licence and API-consumption costs related to the chatbot must be priced **only once**, under the **Chatbot Services** line (Annex 5 row 16). These costs shall **not** be included in the Website Hosting line (Annex 5 row 15). The Website Hosting fee shall cover only the costs associated with the Drupal/DCCSS hosting environment. Candidates must ensure that the costs are allocated accordingly in their commercial response so that GCP and chatbot-related infrastructure, licence and API-consumption costs appear solely in the Chatbot Services fee.

QUESTION 18	Annex 1 states that ESM may determine whether and when individual Implementation Services are implemented, while Annex 5 describes both implementation services as mandatory contractual requirements and Annex 6 states that the Framework Agreement does not oblige ESM to request Services. Please confirm whether both implementation services will be ordered at the Effective Date for a non-incumbent provider, how they are treated if the incumbent is selected, and the date from which each recurring monthly fee becomes payable. Please also confirm the invoicing milestones and acceptance triggers for the two fixed implementation fees.
ANSWER 18	**Ordering of Implementation Services** Annex 1 reserves ESM's sole discretion as to whether and when individual Implementation Services are implemented. Annex 5 requires Candidates to price both services as mandatory contractual requirements for evaluation purposes, and Annex 6 confirms that the Framework Agreement itself does not oblige ESM to request Services. For a **non-incumbent** provider, ESM intends to order both Implementation Services (Transition of Website Services and DCCSS migration, and Establishing a Drupal-centric cloud solution service hosting) via Work Order at or shortly after the Effective Date, so that the transition can begin promptly. If the **incumbent** is selected, the Transition Service will not be required (or will be limited to any residual handover activities ESM may specify). The DCCSS establishment service will still be subject to ESM's decision; if the existing infrastructure is to be continued under the new Framework Agreement, that service may be waived or significantly reduced in scope. Any such decision will be confirmed in writing at contract award or shortly thereafter. **Start of recurring monthly fees** The recurring monthly fees (Hosting, Maintenance and operations of DCCSS Infrastructure, Support Services, and Chatbot Services)

	become payable from the date on which the Service Provider assumes operational responsibility for the relevant service (i.e. after successful cut-over / go-live and ESM's written confirmation of acceptance of the Transition Services). They are not payable from the Effective Date. **Invoicing milestones and acceptance triggers for the fixed implementation fees** • The fixed fee for Transition of Website Services and DCCSS migration is invoiced upon ESM's written acceptance of the completed Transition Services (following successful cut-over and confirmation that the Service Provider has assumed operational responsibility). • The fixed fee for Establishing a Drupal-centric cloud solution service hosting (DCCSS) is invoiced upon ESM's written acceptance of the DCCSS (following review of the DCCSS report, successful testing, and confirmation of operational readiness). Detailed acceptance criteria will be set out in the relevant Work Order and the Transition Plan. No invoice for either fixed fee may be issued before the corresponding acceptance has been confirmed by ESM in writing (e-mail is sufficient).

QUESTION 19	Please confirm the required steady-state environment set and operating hours for the Drupal/DCCSS and the chatbot. Please clarify whether Candidates should price four Drupal environments and four chatbot environments and whether CI, QA or other non-production environments may operate on a scheduled basis rather than 24/7.
ANSWER 19	**Drupal / DCCSS environments** Annex 1 requires at least three (3) identical environments: Development, Staging and Live (Section 2.1.2 (C)). The current setup operates four environments (CI, QA, STAGE, PRO). Candidates should price **four Drupal environments** (CI, QA/Staging, and Production, plus any equivalent fourth environment needed to meet the current operational model). **Chatbot environments** Annex 1 explicitly requires four chatbot environments: Development (DEV), Quality Assurance (QA), Pre-production (PRE) and Production (PRO) (Section 2.1.2 (H)(d)). Candidates should price **four chatbot environments**. **Operating hours**

	• Production (Live) environments for both Drupal/DCCSS and the chatbot must run **24/7** in order to meet the 99.95% Availability Standard. • Non-production environments (CI, QA, Staging / PRE) may operate on a **scheduled basis** rather than 24/7, provided they are available during ESM core working hours and can be started on demand for development, testing and deployment activities. The use of cost-optimised options (such as Spot instances or scheduled scaling) for non-production environments is acceptable, consistent with the current practice described in Annex 1. The Service Provider remains responsible for ensuring that the environments support the required development workflows, CI/CD pipelines and testing activities.

QUESTION 20	Please identify which existing AWS, GCP and related service accounts, subscriptions, licences, domains and DNS services, certificates, analytics configurations and other third-party services will be transferred or made available by ESM, and which must be newly procured by the Service Provider. Where available, please also provide the average monthly AWS and GCP consumption and cost by major service for the most recent 6-12 months.
ANSWER 20	In accordance with Sections 2.1.1 and 2.1.2 of Annex 1, the Service Provider will build its own DCCSS infrastructure from scratch during the transition period. The Incumbent Service Provider will continue to operate the existing AWS environment until cut-over. Code and files will be transferred via snapshots at the start of the transition and again at cut-over. **Assets that will be transferred or made available by ESM** • Ownership and administrative control of the domain name(s) (esm.europa.eu and related subdomains/vanity URLs). • DNS management (or the necessary administrative access to the DNS provider). • SSL/TLS certificates (or the ability to issue and renew them under ESM's name). • Google Analytics (or equivalent) property and configuration. • Access to, or a clean export of, the existing GCP chatbot configuration, Dialogflow agents, Vertex AI Search datastores and related data pipelines, to the extent these exist and can be exported. • Coordination of access to third-party services already contracted by ESM (for example GovDelivery and the Oracle vacancy feed), where continued use is required. **Assets that must be newly procured by the Service Provider**

	• New AWS (or equivalent) account(s) and all associated resources for the DCCSS. • New or separately billed GCP project(s) for chatbot infrastructure, licences and API consumption. • Any platform licences, CDN, WAF, monitoring tools, TMT, VCS and other tools required to deliver the Services, unless ESM already holds transferable licences that will be assigned. • All ongoing cloud consumption costs from the date the Service Provider assumes operational responsibility. **Consumption data** Section 2.2.1.1 of Annex 1 already provides a detailed technical description of the current AWS environment (instance types and quantities, storage volumes, RDS configuration, outbound traffic volumes, load balancers, etc.). Aggregated commercial cost figures (the amounts currently paid by ESM) will not be provided. Additional technical consumption metrics, if available, will be shared during the Transition Plan phase to the extent they do not disclose commercial pricing. The Service Provider is expected to establish and pay for all new hosting and cloud accounts from the start of operational responsibility. Only the assets listed above will be transferred or made available by ESM.

QUESTION 21	Annex 1 requires the DCCSS to accommodate 50% growth in traffic and data transfer within the next four years, while Annex 6 makes the fees fixed and final. Please confirm whether the fixed monthly fees are expected to absorb all usage growth up to 50%, the baseline against which that growth is measured, and how material usage above that level, ESM-requested scope changes, or material third-party cloud/API price changes are treated under the contractual change-management process.
ANSWER 21	Annex 1 (Section 2.2.1.1.4) requires the DCCSS to handle the current level of traffic and data transfer and to be flexible to deal with 50% growth within the next four years. Annex 6 (Article 5) states that the fees are fixed and final for the entire term and are not subject to revision, adjustment or increase for any reason. **Growth up to 50%** The fixed monthly fees (Hosting, Maintenance and operations of DCCSS Infrastructure, Support Services and Chatbot Services) are expected to absorb all usage growth up to 50% above the baseline described in Annex 1.

	Baseline The baseline against which the 50% growth is measured is the traffic and data-transfer figures set out in Annex 1, Section 2.2.1.1.4 (annual average for August 2025 – August 2026: approximately 31,900 unique visitors, 65,250 page views and 221,160 requests per month, together with the outbound data volumes provided). **Usage above 50%, scope changes and third-party price changes** • Material usage above the 50% growth level; • ESM-requested scope changes (BAU Changes or Project Changes as defined in Annex 1, Section 2.2.4); and • Material increases in third-party cloud or API prices that are outside the Service Provider's control will be addressed through the contractual change-management process. Such matters may be handled as BAU Changes (where the criteria are met) or as Project Changes under a Work Order. Any adjustment to fees or one-off charges will be agreed in writing before they become payable. In the absence of an agreed change, the fixed monthly fees remain applicable. The Service Provider is expected to monitor consumption and notify ESM promptly if usage trends indicate that the 50% threshold is likely to be exceeded.

QUESTION 22	Please confirm the required Recovery Point Objective, Recovery Time Objective, backup retention periods and disaster-recovery topology for the production and non-production environments, including whether multi-region disaster recovery within the permitted data-location boundary is mandatory.
ANSWER 22	Annex 1 requires a minimum availability of 99.95%, a highly available auto-redundant architecture, Multi-AZ for certain database instances, and that all hosting, storage, processing, backup and disaster recovery of DCCSS data take place exclusively in EU/EEA data centres (Section 3.6). Backup retention is partially described (for example, 35-day retention for PRO EFS backups and existing RDS snapshots). No explicit Recovery Point Objective (RPO) or Recovery Time Objective (RTO) is prescribed. **Required targets** • **Production environment**: RPO of no more than 24 hours and RTO of no more than 4 hours, consistent with the 99.95% Availability Standard and a highly available Multi-AZ architecture. • **Non-production environments**: RPO and RTO may be longer (for example RPO of 7 days and RTO of 24 hours), provided they support the required development and testing workflows.

	Backup retention • Production: minimum 35 days for databases, files and configurations (aligned with the current PRO EFS retention). • Non-production: minimum 14 days (or as otherwise agreed in the Transition Plan). **Disaster-recovery topology** Multi-region disaster recovery within the EU/EEA is **not mandatory**. A single-region Multi-AZ highly available architecture is sufficient, provided the 99.95% Availability Standard is met and all data remains within the EU/EEA. Any multi-region DR capability beyond the above would be treated as a scope change and priced separately if requested by ESM. The Service Provider shall document the chosen RPO, RTO, backup retention and DR topology in the DCCSS report and Transition Plan for ESM acceptance.

QUESTION 23	Please confirm the minimum handover artefacts and access that ESM will ensure are available from the Incumbent Service Provider at transition start and cutover, including source repositories, database and media snapshots, infrastructure and configuration documentation, infrastructure-as-code artefacts, access and credential arrangements, DNS and certificate details, GCP chatbot configurations and data pipelines, monitoring and analytics configurations, and access to incumbent subject-matter experts until the end of the transition period.
ANSWER 23	In accordance with Section 2.1.1 and Section 2.1.2 of Annex 1 (Terms of Reference), the Service Provider will receive a snapshot of the code and files from the Incumbent Service Provider at the beginning of the transition period and a further snapshot at the time of cut-over. The Incumbent Service Provider will also hand over code and files, and the Service Provider will be able to consult the Incumbent Service Provider until the end of the transition period (maximum four months from the Effective Date). ESM will ensure that the following minimum handover artefacts and access are made available through the Incumbent Service Provider, subject to the detailed arrangements to be defined in the Transition Plan (TP) that the selected Service Provider must prepare and submit for ESM acceptance within one month of the Effective Date: • Source code repositories (or equivalent exports) and associated version history, where available; • Database snapshots/exports and media/file snapshots for the relevant environments; • Available infrastructure and configuration documentation describing the current stack (Drupal, PHP, MySQL, CDN, WAF, HTTPS settings, etc.);

	• Access arrangements and credentials necessary for the transition activities (to be coordinated via ESM and limited to what is required for knowledge transfer and testing); • DNS and certificate details relevant to the Website (with ESM retaining ultimate ownership and control); • Available GCP chatbot configurations, Dialogflow agents, data pipelines and related documentation to the extent they exist and can be exported or made accessible; • Available monitoring and analytics configuration information; • Access to Incumbent Service Provider subject-matter experts for consultation until the end of the transition period. Infrastructure-as-code artefacts will be provided to the extent they exist and are held by the Incumbent Service Provider. The precise scope, format and timing of each handover item will be defined in the Transition Plan and agreed with ESM. The Service Provider is expected to take the leading role in planning and executing the transition and in identifying any additional information required during the TP development phase. ESM will facilitate the handover process and ensure the Incumbent Service Provider's cooperation within the limits of the existing contractual arrangements with the incumbent.

QUESTION 24	Please define the formal acceptance criteria and process for the Transition Services and the DCCSS, including the authorised approver and the point at which acceptance is deemed achieved. Please also confirm the expected ESM and incumbent review and approval turnaround times for the Transition Plan, DCCSS report, testing and cutover, and how the four-month transition deadline is treated where completion is delayed by dependencies under ESM or incumbent control.
ANSWER 24	In accordance with Sections 2.1.1 and 2.1.2 of Annex 1 (Terms of Reference): **Transition Plan (TP)** The Service Provider must deliver the Transition Plan within one (1) month of the Effective Date. The TP is developed in consultation with ESM and/or its third-party experts. The Service Provider may not implement the TP until ESM has confirmed its acceptance in writing (e-mail is sufficient). ESM will aim to review and provide feedback or acceptance of the TP within five (5) Business Days of receipt of a complete version. Any material comments will be addressed by the Service Provider, after which ESM will confirm acceptance or request further revisions. **DCCSS report, testing and cut-over** The Service Provider shall document the new DCCSS in a report that will be reviewed by the Incumbent Service Provider and ESM. The

	Service Provider will test and confirm the DCCSS with the Incumbent Service Provider and ESM. Once the capability to take over the service has been confirmed, a transition date within the transition period is agreed. Formal acceptance of the Transition Services and the DCCSS is achieved when: • ESM has accepted the Transition Plan in writing; • the DCCSS report has been reviewed and any material comments addressed to ESM's reasonable satisfaction; • testing has been successfully completed and confirmed by ESM (and, where relevant, the Incumbent Service Provider); and • ESM has confirmed in writing that the Service Provider may proceed with cut-over and has assumed operational responsibility. The authorised approver for acceptance is the ESM project owner or other person designated by ESM in writing (e-mail is sufficient). **Review and approval turnaround times** ESM will use reasonable efforts to complete reviews of the Transition Plan, DCCSS report, testing results and cut-over readiness within five (5) to ten (10) Business Days of receipt of complete documentation, depending on complexity. The Incumbent Service Provider's review times will be coordinated through ESM and are expected to follow a similar reasonable timeframe. **Four-month transition deadline** The Service Provider is required to complete the Transition Services no later than four (4) months after the Effective Date (preferred target: two (2) months). Where completion is delayed solely by dependencies under ESM or Incumbent Service Provider control (for example, delayed provision of agreed handover artefacts, delayed review feedback, or delayed availability of Incumbent subject-matter experts), the four-month period will be extended by a period equal to the delay, provided the Service Provider has notified ESM promptly and has otherwise progressed the transition diligently. Any such extension will be documented in writing. Delays attributable to the Service Provider remain the Service Provider's responsibility. Detailed acceptance criteria, review cycles and escalation paths will be further defined in the Transition Plan once accepted by ESM.

QUESTION 25	Please confirm whether the contractual Availability Standard is 99.95% in each calendar month, as stated in Annex 4, or 99.95% over a 12-month period, as stated in Annex 1. Please also confirm that Critical/Major response and resolution times apply 24/7, whether

	service restoration through an agreed workaround counts as resolution, and how availability and incident metrics treat scheduled maintenance, Force Majeure Events and failures attributable to ESM or third parties outside the Service Provider's control.
ANSWER 25	**Availability Standard** The contractual Availability Standard is **99.95% in each calendar month**, as stated in Annex 4 (Service Level Agreement). The reference in Annex 1 to "99.95% during a 12-month period" is superseded by the more specific monthly measurement set out in Annex 4. Availability is measured monthly, and service credits are applied on a monthly basis in accordance with the KPI table in Annex 4. **Critical/Major response and resolution times** Response and resolution times for Critical/Major incidents apply **24/7**. This follows from Annex 4, which expressly states that Response Time for Medium and Minor incidents is measured only during ESM core working hours, thereby implying that Critical/Major times apply continuously. **Service restoration through an agreed workaround** A temporary workaround that restores service to a usable state and is accepted by ESM in writing (e-mail or via the TMT is sufficient) counts as resolution for the purpose of the Resolution Time KPI. Permanent root-cause remediation may still be required under the normal change or incident process and does not affect the achievement of the Resolution Time once the agreed workaround is in place. **Treatment of scheduled maintenance, Force Majeure and third-party failures** • **Scheduled maintenance** and pre-agreed outage periods are excluded from the Availability calculation, provided they have been agreed in writing with ESM in advance (via the TMT) and are scheduled outside ESM core working hours where possible. • **Force Majeure Events** (as defined in the Framework Agreement) are excluded from Availability and incident metrics. • Failures attributable to ESM, or to third parties outside the Service Provider's control (for example, ESM-managed DNS, third-party integrations explicitly identified as outside the Service Provider's responsibility, or failures in ESM-provided access), are excluded from the Availability calculation and from the Response/Resolution Time KPIs, provided the Service Provider has promptly notified ESM and taken reasonable steps to mitigate the impact.

	Detailed measurement methodology, exclusions and reporting will be confirmed during the Transition Plan phase and in the monthly service review process.

QUESTION 26	Please confirm the minimum required frequency and scope of the Service Provider's penetration-testing obligation, including whether independent or manual penetration testing is required for every release or Change or on a periodic basis, and whether security testing commissioned separately by ESM is additional to the Service Provider's obligation.
ANSWER 26	Annex 1 requires the Service Provider to maintain a secure environment, implement timely security updates across the stack, operate a WAF with appropriate rule sets (including OWASP or equivalent), continuously monitor for security threats, and closely coordinate with ESM's IT Security team. No fixed minimum frequency or mandatory independent/manual penetration-testing obligation for every release or Change is prescribed in the Terms of Reference or the Service Level Agreement. The Service Provider is expected to integrate appropriate security testing into its development and deployment processes (for example automated vulnerability scanning, static/dynamic analysis, and dependency checks) as part of its professional Drupal and cloud operating practices. Independent or manual penetration testing by the Service Provider is not required for every release or Change, nor is it mandated on a fixed periodic basis under the Framework Agreement. ESM will commission its own security testing (including penetration testing) at the start of the contract and thereafter at intervals it determines, in order to verify that the environments operate as expected and meet ESM's security requirements. Such testing commissioned by ESM is additional to the Service Provider's ongoing security obligations and does not replace them. The Service Provider will be required to cooperate with ESM's testing activities and to remediate any findings that fall within the scope of the Services, in accordance with the agreed prioritisation and change processes. Any additional independent penetration testing that ESM may request the Service Provider to perform beyond the above would be treated as a Project Change and subject to a Work Order.

QUESTION 27	Annex 1 and Annex 5 use the profile name "Developer", whereas Annex 6 uses "Junior Developer". Please confirm that these references denote the same contractual profile and rate. Please also confirm whether specialist Development Services, including DevOps, UX/accessibility, QA/security, chatbot and analytics work, must be invoiced using one of the three listed profile rates or may use additional rates agreed in a

	Work Order, and whether daily rates are pro-rated on an eight-hour basis for BAU Changes, including the minimum billable unit.
ANSWER 27	**Profile name consistency** The references to "Developer" in Annex 1 and Annex 5 and to "Junior Developer" in Annex 6 denote the same contractual profile and rate. The profile listed as "Developer" in the commercial response template (Annex 5) corresponds to the "Junior Developer" rate set out in Article 5 of the Framework Agreement. For the avoidance of doubt, the three profiles and rates to be used are: • Project Manager • Senior Developer • Developer / Junior Developer These are the only profiles for which rates are requested in the commercial response and that will be included in the Framework Agreement price schedule. The estimated days indicated in Annex 5 (Project Manager 54 days, Senior Developer 240 days, Developer 144 days per year) are used solely for the purpose of financial evaluation and do not constitute a commitment to purchase those volumes. **Specialist Development Services** All Development Services, including specialist work such as DevOps, UX/accessibility, QA/security, chatbot-related development and analytics work, must be invoiced using one of the three listed profile rates (Project Manager, Senior Developer or Developer/Junior Developer), unless the Parties expressly agree otherwise in a Work Order. Annex 6 Article 5 provides that the Parties may agree in a Work Order separate financial terms, including a fixed price, a maximum (cap) price, a combination of fixed and/or time-and-materials pricing, or additional discounts. Any additional specialist rates would therefore require prior written agreement in a Work Order and would not form part of the Framework Agreement price schedule. **Pro-rating of daily rates for BAU Changes** Daily rates are based on an eight-hour man-day, as stated in Annex 6 Article 6. For BAU Changes performed under a Release Order, the Service Provider shall record actual hours worked and the rates shall be pro-rated on an eight-hour basis. The minimum billable unit is 0.5 hour (30 minutes). Hours shall be rounded up to the nearest 0.5 hour for invoicing purposes. Detailed time recording and approval will follow the process set out in Annex 6 Article 6 (monthly timesheet reports for Release Orders).

QUESTION 28	Please confirm the target WCAG version and conformance level applicable to new or changed functionality and whether remediation of pre-existing accessibility deficiencies outside the scope of an approved Change is included in the fixed Maintenance Services or is to be commissioned as Development Services or a Project Change.
ANSWER 28	**Target WCAG version and conformance level** New or changed functionality (including templates, components, content types and user journeys delivered under Development Services or as part of an approved Change) must be developed and maintained in accordance with **WCAG 2.2 Level AA** as the minimum target conformance level. This is consistent with the progressive approach described in Annex 1: the Website has been enhanced in line with WCAG, accessibility is treated as an ongoing process, and full AAA compliance is not yet achieved across the entire Website. Where higher conformance (including selected AAA criteria) can be achieved without disproportionate effort and in line with the design system, it is encouraged, but Level AA is the contractual minimum for new or changed functionality. **Remediation of pre-existing accessibility deficiencies** Remediation of pre-existing accessibility deficiencies that fall outside the scope of an approved Change is **not included** in the fixed Maintenance Services. As stated in Annex 1, residual issues with the existing infrastructure (including accessibility deficiencies not introduced by the Service Provider) that require improvements are to be covered under Development Services (Section 2.2.4). Such work will be commissioned either as BAU Changes (if within the 24-hour effort limit and other BAU criteria) or as Project Changes under a Work Order, in accordance with the change-management process. The Service Provider is expected to avoid introducing new accessibility issues in any work it performs and to support the ongoing refinement of the design system with accessibility in mind. Proactive identification of accessibility improvements is welcomed and may be proposed through the established improvement processes, but implementation remains subject to ESM approval and the applicable charging mechanism.

QUESTION 29	Please confirm the exact Stage 1 score or threshold used to shortlist Candidates for the case study, how the Contract Notice statement that a minimum of three Candidates will be invited to the second stage applies, the case-study issue and submission dates, and the definitive presentation date range.

ANSWER 29	As specified in Section 3.2 of the RFP, all candidates must achieve a "Pass" for all pass/fail criteria and comply with all eligibility, exclusion and selection criteria in order to proceed to the next stage and be invited to the presentation/case study

QUESTION 30	Please confirm whether the 45 points available for Ongoing Services are assessed holistically or whether points are allocated to the stated components - Hosting, Maintenance and Support Services; Development Services; Chatbot Services; Security, Analytics and Continuous Improvement; Team and General Requirements; and SLA and KPIs - using subweights.
ANSWER 30	The 45 points available for Ongoing Services under the quality award criteria (as set out in the Request for Proposal and further detailed in Annex 3) are assessed **holistically**. No fixed sub weights are applied to the individual components listed in the Terms of Reference (Hosting, Maintenance and Support Services; Development Services; Chatbot Services; Security, Analytics and Continuous Improvement; Team and General Requirements; and SLA and KPIs). The evaluation committee will assess the quality, coherence and completeness of the Candidate's overall proposal for the Ongoing Services against the requirements of Annex 1, taking into account all relevant aspects. Candidates are encouraged to address all required elements clearly and in a structured manner so that the evaluation committee can form a complete view of the proposed approach.

QUESTION 31	In Annex 3, Section 2 "Technical or professional ability", Criterion 1 requires Candidates to provide "Three recent (from the last three years) examples of the provision of services of similar size, scope and complexity as described in Annex 1" [...]. In the evidence to provide, it is indicated "Attestation". Could you please clarify what is meant by "Attestation" in this context? In particular, could you confirm whether this refers to a signed self-attestation/declaration from the Candidate confirming compliance with the criterion, or whether an attestation/certificate issued by the respective clients is required?
ANSWER 31	A signed self-attestation from the Candidate applying for the tender is sufficient to confirm that the Candidate has the ability and capacity to deliver, without exception, the Website Services sought by the ESM, as set out in Annex 1 to this PQD. No specific template is required by the ESM. The Candidate may use their own template. The self-attestation should include a summary of the three examples/projects, as specified in Annex 3.

QUESTION 32	In Annex 3, Section 2 “Technical or professional ability”, Criterion 1 requires Candidates to provide “Three recent (from the last three years) examples of the provision of services of similar size, scope and complexity as described in Annex 1” [...]. Our understanding is that Candidates are required to provide exactly three references in order to demonstrate compliance with this criterion. Could you please confirm whether our understanding is correct?
ANSWER 32	See Answer 31

QUESTION 33	In Annex 3, Section 2 “Technical or professional ability”, Criterion 1 requires Candidates to provide three recent examples of services of similar size, scope and complexity, including a summary description covering the sizing, scope and complexity of the services, any available online reference materials, and the client name or anonymised client name. Could you please confirm whether a specific template or format must be used for the presentation of these references? If no specific template is required, may Candidates use their own reference format, provided that all the information requested in Annex 3 is included?
ANSWER 33	See Answer 31

QUESTION 34	In Annex 3, Section 2 “Technical or professional ability”, Criterion 2 requires Candidates to provide, as evidence, an “Attestation” together with a summary description and CVs of the required profiles. Could you please clarify whether a separate attestation must be provided for each proposed profile/CV, or whether a single self-attestation from the Candidate covering compliance with Criterion 2 as a whole is sufficient? If a single attestation is sufficient, could you also please confirm whether it should include confirmation of the TMT and hosting provider used, as well as the code management system used to develop and deploy code in the relevant environments?
ANSWER 34	A single signed self-attestation from the Candidate applying for the tender is sufficient to confirm that the Candidate has at least one Project Manager, two Developers (including one backend and one frontend developer) and one DevOps/WebOps specialist. The Candidate will confirm which TMT and hosting provider they use, what code management system they use to develop and deploy code in the environments as specified in Annex 3. The self-attestation should include summary discerption and CVs .

QUESTION 35	The tender documentation outlines six (6) required documents: five (5) to be submitted within the "Technical Envelope" and one (1) within the "Financial Envelope”. However, the ESM Procurement Tool provides only two upload fields: ""Technical Proposal"" and ""Commercial Proposal. Could you please clarify the following:

	Should the five technical documents be submitted as a single ZIP archive, merged into a single PDF, or will the portal allow multiple separate file uploads under the "Technical Proposal" field? Please confirm that the "Financial Envelope" corresponds directly to the "Commercial Proposal" upload field.
ANSWER 35	It should be possible to upload multiple documents under the Technical Envelope. Should this not be possible, please combine all relevant documents into a single ZIP file and upload it accordingly.

QUESTION 36	In which section should the contract counter-proposals, the AI-use declaration and, where applicable, the consortium or subcontractor documents be attached? Do they follow the same deadlines as questions or proposal submission?
ANSWER 36	Please submit all required documents under the Technical Envelope. Any questions relating to these documents should be submitted by 28 October 2026. The complete proposal should then be submitted by the deadline indicated in the procurement documents.

QUESTION 37	The table gives 23–30/11 while the text says 10–24/11. Which dates apply, and when will the case study be sent, given that the response is due within one week?
ANSWER 37	See Answer 29. Please note that the indicative dates for the presentations have been updated in the RFP. The presentations are now expected to take place from 7 to 11 December 2026.

QUESTION 38	Is the 50% minimum calculated on the 70 quality points, or on the 60 points of the written proposal, before the case study?
ANSWER 38	The 50% minimum threshold is calculated on the maximum 70 points available for the technical/quality award criteria, including the Presentation of Case Study. Therefore, Candidates must obtain at least 35 out of 70 points for the technical/quality evaluation to proceed to the financial evaluation stage.

QUESTION 39	Do cloud infrastructure providers (i.e. AWS or Google) require a subcontractor commitment letter?
ANSWER 39	A subcontractor commitment letter (Annex 2, Section 2.3) is required where a Candidate intends to subcontract the performance of part of the Services to a third party that will play a significant role in delivering the Services, as described in Section 4.8 of the Request for Proposal. Cloud infrastructure providers (such as AWS or Google Cloud) that supply standard infrastructure, platform or software services under their ordinary commercial terms of service are **not** regarded as subcontractors for the purposes of the subcontractor commitment letter requirement.

	Consequently, a subcontractor commitment letter is **not** required for AWS, Google Cloud or equivalent hyperscale cloud providers used solely for hosting, compute, storage, or related platform services. If, however, a Candidate proposes to subcontract a material part of the actual service delivery (for example, the operation of the DCCSS, chatbot management, development work, or support) to a third-party organisation, a subcontractor commitment letter would be required for that third party in accordance with Section 4.8 of the Request for Proposal. Candidates remain fully responsible for the performance of the Services regardless of the underlying infrastructure providers used.

QUESTION 40	Is there a page or word limit for the technical proposal?
ANSWER 40	Please note that there is no word limit for the proposal; however, we recommend keeping the response concise and focused.

QUESTION 41	Does the Dun & Bradstreet 1 or 2 requirement apply to all candidates, or only to the candidate or the consortium leader when the candidate is part of a consortium?
ANSWER 41	This is correct only Consortium Leader will be assessed.

QUESTION 42	If the candidate is already providing the service, is it still required to respond to the Implementation Services?
ANSWER 42	Yes

QUESTION 43	Price is requested based on a certain volume of chatbot interactions. Is there a mechanism in place if that volume is exceeded?
ANSWER 43	Annex 1 states that the chatbot is expected to handle about 1,000 interactions per year by anonymous users, and that the processing of these requests and responses is included in the operation. Appendix 2 provides illustrative examples of chatbot reporting; the volume figures shown there are samples and do not represent a contractual baseline. The monthly Chatbot Services fee submitted in the commercial response (Annex 5) is a fixed fee. Candidates are expected to price this fee on the basis of the volume indicated in Annex 1 (approximately 1,000 interactions per year), including the associated GCP infrastructure, licence and API-consumption costs. If actual usage materially exceeds the expected volume of approximately 1,000 interactions per year, the additional costs arising from such excess usage (in particular incremental GCP / API consumption) will be addressed through the contractual change-

	management process. The Service Provider shall monitor usage and GCP billing and notify ESM promptly if consumption trends indicate that the expected volume will be significantly exceeded. Any adjustment to the Chatbot Services fee, or any one-off reimbursement of excess costs, shall be agreed in writing (via a Work Order or an amendment to the Framework Agreement, as appropriate) before additional charges become payable. In the absence of such an agreed adjustment, the fixed monthly Chatbot Services fee remains applicable.

QUESTION 44	The documents refer to the ToR as "Annex 2", Annex 3 refers to "PQD", and Annex 6 uses "Junior Developer" for the profile that Annex 5 calls "Developer". Are these equivalent? If not, please clarify; if they are, could they be unified and the references corrected?
ANSWER 44	See Answer 27

QUESTION 45	How is the 45% allocated among the six items listed under Ongoing Services?
ANSWER 45	See Answer 30

QUESTION 46	Annex 4 restricts only the response time for medium and minor incidents to ESM business hours. Does the 16- and 48-hour resolution time run continuously, or is it also measured only during business hours?
ANSWER 46	Annex 4 expressly states that, for incidents classified as Medium or Minor, **Response Time** shall be measured only during ESM's core working hours (08:00–18:00 CET/CEST). No equivalent restriction is stated for **Resolution Time**. Accordingly, the 16-hour Resolution Time for Medium incidents and the 48-hour Resolution Time for Minor incidents **run continuously** (i.e. they are measured in elapsed hours, including outside ESM core working hours and over weekends and public holidays). The Service Provider is therefore expected to progress and resolve Medium and Minor incidents outside core working hours where necessary in order to meet the stated Resolution Times. Critical/Major incidents remain subject to the 24/7 Response and Resolution Times already confirmed.

QUESTION 47	Annex 4 leaves the application of service credits to ESM's discretion, whereas Annex 6 applies them automatically. Which one prevails?

ANSWER 47	See Answer 11

QUESTION 48	Annex 5 has columns per year, whereas the contract sets a single rate per profile. Are different pre-agreed rates per year admitted (e.g. an official indexation factor)?
ANSWER 48	Annex 5 (Commercial Response Template) contains columns per year solely for the purpose of calculating the estimated total cost used in the financial evaluation. These columns do not permit different contractual rates per year. In accordance with Article 5 of the Framework Agreement (Annex 6), the fees set out in the Framework Agreement (including the daily rates for Project Manager, Senior Developer and Developer/Junior Developer) are **fixed and final** for the entire term of the Framework Agreement, including any extensions. They are not subject to revision, adjustment or increase for any reason whatsoever, including indexation, inflation or changes in cost. Candidates must therefore submit a single rate per profile. That single rate will apply throughout the contract term. No pre-agreed indexation factor or year-by-year rate variations are admitted under the Framework Agreement. The Service Provider may offer lower rates under a specific Work Order, but the rates included in the Framework Agreement remain the maximum rates and may not be increased.

QUESTION 49	The contract has no price line for the chatbot, whereas Annex 5 does. Will it be added to the FA?
ANSWER 49	The Chatbot services form part of the Ongoing Services described in the Terms of Reference (Annex 1, in particular the sections relating to the conversational interface / AI search capabilities and related maintenance, monitoring, reporting and optimisation obligations). Candidates are required to quote a fixed monthly fee for the Chatbot services in Annex 5. This monthly fee will be incorporated into the pricing schedule of the Framework Agreement (Article 5 – Price) under the Maintenance and support section, as a distinct line item (or, if preferred by the ESM, as a clearly identified component of the relevant monthly fee). The ESM will update the draft Framework Agreement accordingly before the conclusion of the Agreement so that the commercial terms submitted in the successful Candidate's Annex 5 are accurately reflected. No additional charges beyond those quoted in Annex 5 will

	be accepted for the Chatbot services as described in the Terms of Reference.

QUESTION 50	Section 3.6 requires all DCCSS data to stay in the EU/EEA, yet CloudFront and WAF run in USA. Is it something we need to consider and migrate?
ANSWER 50	See Answer 3 and Answer 9

QUESTION 51	How many custom modules are there and what test coverage exists? Is SonarQube in use?
ANSWER 51	These are the custom modules: ESM Briefs Customizations for ESM Briefs content type (except Granicus ones, those are in ESM Granicus module). ESM Chatbot Customizations for ESM Chatbot ESM Lazy Builder Components Systematizes the lazy rendering (Lazy Builder) of dynamic components for Layout Builder. ESM Linkedin Provides functionality for import posts from Linkedin page of Company in Drupal nodes. ESM SDC Provides utilities for SDC components, including the custom Stream Wrapper sdc-schema:// ESM Stability Watch Sync stability_watch reference into field_esm_member_reference ESM Url Shortener Logic to provide a short URL redirect to every node. ESM Vacancies Customizations related to Vacancies section, including Oracle API Client to show vacancies Tools such as SonarQube as up to the Service Provider to recommend and use.

QUESTION 52	Mapping of chatbot scope to the Annex 5 price lines. The RFP (Annex 5 section, p.17) states that the "Chatbot services" line covers ToR Sections 2.1.2 and 2.2.1.1, and that the "Maintenance and Operations of DCCSS Infrastructure" line covers Analytics and Reporting Services. The chatbot

<table>
<tr><td></td><td>obligations are in ToR Section 2.1.2 (H) (p.5) and in Section 2.2.1.2 items (i), (m) and (n) (pp.10–11); Section 2.2.1.1 does not appear to contain chatbot content. Please confirm in which Annex 5 line the Candidate should price: (a) the operation and maintenance of the chatbot (item i); (b) proposals for improving the virtual assistant (item m); (c) the separate monthly chatbot report (item n); and (d) Google Cloud Platform consumption, noting that Annex 5 cell B15 (Website hosting) lists "GCP and chatbot infrastructure consumption" while cell B16 (Chatbot services) also includes all GCP costs.</td></tr>
<tr><td>ANSWER 52</td><td>The cross-references in the RFP text on page 17 contain imprecise section numbers. The following mapping applies for the purposes of completing Annex 5:

<table>
<tr><th>Element</th><th>Annex 5 price line</th><th>Clarification</th></tr>
<tr><td>(a) Operation and maintenance of the chatbot (ToR 2.2.1.2 item (i) and the operational obligations under ToR 2.1.2 (H))</td><td>ii) Chatbot services</td><td>This line covers the ongoing operation, maintenance, monitoring, optimisation and day-to-day management of the chatbot / conversational interface as described in the Terms of Reference.</td></tr>
<tr><td>(b) Proposals for improving the virtual assistant (ToR 2.2.1.2 item (m))</td><td>ii) Chatbot services</td><td>The preparation of improvement proposals is included in the monthly Chatbot services fee. Implementation of any improvement that constitutes a Change (BAU or Project Change) is charged under the Development Services daily rates (or a Work Order), in accordance with the Terms of Reference.</td></tr>
<tr><td>(c) Separate monthly chatbot report (ToR 2.2.1.2 item (n))</td><td>ii) Chatbot services</td><td>The dedicated monthly chatbot interactions report is included in the Chatbot services line. (Website Google Analytics reporting remains under line iii).)</td></tr>
<tr><td>(d) Google Cloud Platform consumption</td><td>ii) Chatbot services</td><td>All GCP infrastructure, licences, API consumption (Dialogflow, Vertex AI, etc.), monitoring and related platform costs for the chatbot are to be included in the Chatbot services monthly fee. The reference to “GCP and chatbot infrastructure consumption” in the Website hosting description (cell</td></tr>
</table>
</td></tr>
</table>

	<table><tr><td></td><td></td><td>B15) is a drafting overlap and should be disregarded for pricing purposes. Website hosting (line i) covers the AWS / DCCSS infrastructure only.</td></tr></table> **Summary of intended allocation** • **i) Website hosting** — AWS-based DCCSS hosting infrastructure only (as detailed in ToR 2.2.1.1). • **ii) Chatbot services** — All chatbot-related services and costs (operation, maintenance, optimisation proposals, monthly chatbot report, and all GCP consumption). • **iii) Maintenance and operations of DCCSS Infrastructure** — Drupal and infrastructure maintenance, TMT, Automated Monitoring Tool, website Google Analytics, Monthly Executive Report and Quarterly Improvement Proposals (website-related). Candidates shall ensure that there is no double-counting of costs across the lines. The monthly fees quoted in Annex 5 will be reflected in the Framework Agreement.

QUESTION 53	Right to modify, suspend or terminate. ToR Section 2.1.2 (H) (p.5) reserves the ESM's right to modify, suspend or terminate the chatbot services. Please clarify the notice period and how the monthly chatbot fee and any committed third-party costs would be treated in each case.
ANSWER 53	Please refer to Article 9 of the draft Framework Agreement.

QUESTION 54	Changes outside the Service Provider's control. ToR Section 2.2.1.2 item (i) (p.10) requires anticipating the impact of Google pricing changes. Please confirm whether Google price changes, quota increases, and the replacement or upgrade of underlying models or services (e.g. Gemini, Dialogflow CX, Vertex AI) due to deprecation are covered by the fixed monthly fee or may be handled as Project Changes.
ANSWER 54	The fixed monthly fee for **Chatbot services** (Annex 5, line ii) covers all costs associated with the ongoing operation, maintenance, monitoring and optimisation of the chatbot as described in the Terms of Reference, including Google Cloud Platform consumption, licences and API usage. The following principles apply: • **Google price changes and ordinary quota management** These are covered by the fixed monthly fee. The Service Provider is required (ToR 2.2.1.2 item (i)) to periodically review GCP billing, ensure cost stability and anticipate the impact of pricing changes. The Service Provider is also required to manage API and Dialogflow quotas so as to avoid service disruption (ToR 2.1.2 (H)(e)). In line with Article 5 of the draft Framework Agreement, the monthly fees are fixed and final for the term of the Agreement and are not subject to revision or increase. The Service Provider remains solely responsible for any cost increases arising from

	ordinary price changes or quota adjustments within the expected usage profile (~1,000 interactions per year).
	• **Deprecation or replacement of underlying models or services** (e.g. Gemini, Dialogflow CX, Vertex AI)
	  ○ Ordinary updates, configuration adjustments, or replacements that can be performed as part of routine maintenance and do not require substantial redevelopment are covered by the fixed monthly Chatbot services fee (see also ToR 2.2.1.2 item (l) on identifying deprecated elements and necessary updates).
	  ○ Where a deprecation or forced migration requires significant development effort, architectural changes, or reimplementation that exceeds the definition of a BAU Change (more than 24 hours of effort, or otherwise meeting the criteria for a Project Change under ToR Section 2.2.4), the work shall be treated as a **Project Change** and performed under a Work Order, charged at the agreed daily rates (or on another basis agreed in the Work Order).
	
	In all cases the Service Provider shall proactively inform the ESM of any upcoming material changes, pricing impacts or deprecations as soon as they become known, and shall propose appropriate measures. No additional charges beyond the fixed monthly fee will be accepted for ordinary price variations or routine maintenance of the chatbot services.

QUESTION 55	Volumes. ToR item (i) (p.10) estimates about 1,000 chatbot interactions per year, while Appendix 2 shows 52 conversations in June 2026 alone. Please confirm the volume assumption for pricing and whether any upper limit or growth scenario applies.
ANSWER 55	See Answer 43

QUESTION 56	Cloud platform. The chatbot runs on Google Cloud Platform (ToR p.5), while the website runs on AWS (ToR Section 2.2.1.1). Is GCP a fixed requirement for the whole contract term? If a Candidate proposes a different or consolidated architecture for the chatbot, would this be considered, and under what conditions?
ANSWER 56	Yes. The Terms of Reference describe the chatbot on the basis of the **established Google Cloud Platform (GCP) architecture** currently in place (ToR Section 2.1.2 (H)). The Service Provider is required to manage, maintain and continuously optimise the chatbot services in accordance with that established architecture and the specific standards listed therein (including the use of Cloud Run, Dialogflow CX, Vertex AI Search / Gemini, the related data pipeline with DLP, Pub/Sub and BigQuery, Looker Studio, and the automated indexing via Cloud Functions).

	Candidates shall therefore price the Chatbot services line in Annex 5 on the basis of continuing to operate and maintain the chatbot on the existing GCP architecture as described in the Terms of Reference. A proposal that replaces or consolidates the chatbot onto a different cloud platform (or a materially different architecture) as part of the baseline offer would not be considered compliant with the Terms of Reference for the purpose of evaluation. Any subsequent proposal to migrate or re-architect the chatbot (for example for cost optimisation, consolidation or technical reasons) may only be considered after contract award as an improvement proposal under the continuous improvement provisions of the Terms of Reference. Such a proposal would be subject to the ESM's prior written approval, full demonstration that all functional, integration, security, data-protection and reporting requirements continue to be met at least at the same level, and agreement on the commercial treatment (normally as a Project Change under a Work Order if the effort exceeds a BAU Change). No additional cost to the ESM beyond the fees already quoted in Annex 5 would be accepted for the continued provision of the chatbot services themselves.

QUESTION 57	Current operator and ownership. Who built and currently operates the chatbot (the Incumbent Service Provider or another party)? Who owns the GCP organisation, project(s), billing account, Dialogflow CX agent(s), Vertex AI datastore and Cloud Functions? Will these be transferred to the Service Provider or remain with the ESM?
ANSWER 57	The Terms of Reference describe the chatbot as an established solution based on the current Google Cloud Platform architecture (ToR Section 2.1.2 (H)). The procurement documents do not identify the party that built or currently operates the chatbot, nor do they specify the ownership of the GCP organisation, project(s), billing account, Dialogflow CX agent(s), Vertex AI datastore or Cloud Functions. For the purposes of the transition and ongoing services: • The Service Provider will be granted the necessary access rights and credentials to manage, maintain, monitor and optimise the existing chatbot environment as described in the Terms of Reference. • Ownership of the GCP organisation, projects, billing account and related resources will remain with the ESM (or its designated owner). These resources will not be transferred into the Service Provider's own GCP organisation. • Detailed operational handover information, including access arrangements, will be provided during the transition period in coordination with the Incumbent Service Provider and the ESM. Candidates shall price the Chatbot services on the basis of taking over the operational responsibility for the existing GCP-based chatbot under the

	access and ownership model outlined above. No transfer of billing or organisational ownership to the Service Provider is foreseen.

QUESTION 58	Transition scope. Section 2.1.1 (Transition Services) and 2.1.2 describe the transition and the DCCSS build but do not describe the chatbot handover. Is the chatbot within the Transition Services and the 4-month transition period? What will the Incumbent hand over (code, configuration, infrastructure-as-code, documentation, access)?
ANSWER 58	Yes. The chatbot forms part of the Services to be taken over by the Service Provider. The Transition Services described in Section 2.1.1 of the Terms of Reference, and the associated transition period of a maximum of four (4) months (preferred target two (2) months), therefore cover the handover of operational responsibility for the chatbot as well as for the Website and DCCSS. The Service Provider's Transition Plan (TP) shall include the activities required to assume responsibility for the chatbot. With regard to the handover: • The Incumbent Service Provider (or the current operator of the chatbot) will provide the Service Provider with the access rights, credentials and available documentation necessary to take over the operation, maintenance and monitoring of the existing GCP-based chatbot. • Available artefacts will typically include configuration details, agent definitions (Dialogflow CX), relevant code or infrastructure definitions where they exist, indexing/automation scripts, and operational documentation. • The precise content and format of the handover package will be confirmed during the transition planning phase in coordination with the Incumbent Service Provider and the ESM. Ownership of the GCP organisation, projects and related resources remains with the ESM, as previously clarified. The Service Provider shall price the Transition Services (fixed fee in Annex 5) and the ongoing Chatbot services on the basis of taking over the existing chatbot environment within the transition period described in the Terms of Reference.

QUESTION 59	"Separate server to handle a Chat bot". ToR Section 2.1.2 (p.3, lines 20–21) lists a separate server for a chatbot among the infrastructure to be built. Please clarify what this server is for, given that the chatbot services run on GCP.
ANSWER 59	The reference in Section 2.1.2 to "a separate server to handle a Chat bot" refers to the chatbot infrastructure on Google Cloud Platform.

	It indicates that the Service Provider, when establishing the overall environment, shall ensure that the chatbot is operated on its own dedicated infrastructure within the established GCP architecture described in Section 2.1.2 (H) (Cloud Run microservices, Dialogflow CX, Vertex AI, related data pipeline, etc.), separate from the main DCCSS/AWS website infrastructure. The Service Provider is not required to build a new chatbot platform from scratch. The existing GCP-based chatbot shall continue to be used, managed and maintained as set out in the Terms of Reference. The wording simply confirms that the chatbot runs on its own infrastructure and is not co-located with the Drupal website servers.

QUESTION 60	GCP costs, regions and data location. Please provide the monthly GCP bills for the last 6–12 months by service, the GCP regions used, and confirm whether all chatbot components, including logging, backups and BigQuery storage, are currently within the EU/EEA as required by ToR Section 3.6.
ANSWER 60	The procurement documents do not contain detailed monthly GCP billing figures or a breakdown by service for the chatbot. Candidates shall price the **Chatbot services** monthly fee in Annex 5 on the basis of the information provided in the Terms of Reference (including the indication of approximately 1,000 interactions per year) and their own assessment of the costs required to operate and maintain the established GCP architecture. All GCP costs (infrastructure, licences, API consumption, storage, logging, monitoring, etc.) are to be included in that fixed monthly fee. With regard to data location: ToR Section 3.6 requires that all hosting, storage, processing, replication, backup, logging, archiving and disaster-recovery of DCCSS data take place exclusively in the EU/EEA. The same principle applies to the chatbot. All chatbot components, including logging, backups, BigQuery storage and related processing, must be located in the EU/EEA. The Service Provider shall confirm compliance with this requirement and shall identify the specific region(s) used at contract signature. Detailed current region information and any available billing data will be shared with the selected Service Provider during the transition period as necessary for the handover. No additional costs beyond the quoted Chatbot services fee will be accepted for ordinary operation within the EU/EEA.

QUESTION 61	Technical state. Is the chatbot source code in a version-controlled repository with documentation and deployment automation? Please confirm the current state of the DEV, QA, PRE and PRO environments (ToR p.5, item d) and the languages supported by the chatbot and search.

ANSWER 61	The procurement documents do not provide detailed information on the current technical state of the chatbot source code, the completeness of existing documentation, the presence or maturity of deployment automation, or the operational status of the DEV, QA, PRE and PRO environments. The Terms of Reference require the Service Provider to manage and align the chatbot's deployment lifecycle with the broader DCCSS development workflow, maintaining distinct environments (DEV, QA, PRE and PRO) as described in Section 2.1.2 (H)(d). The Service Provider is also expected to apply professional development practices consistent with those required for the DCCSS (including version control and appropriate deployment processes). Any existing source code, configuration, documentation and access will be made available during the transition period. The Service Provider shall ensure that, going forward, the chatbot is maintained under version control with appropriate documentation and deployment practices. With regard to languages: the chatbot is multilingual. The Service Provider shall maintain and support the existing language capabilities of the chatbot and associated search.

QUESTION 62	Scope of "support Looker Studio". ToR Section 2.1.2 (H)(c) (p.5) requires the Service Provider to "support Looker Studio to provide ongoing analytics and insights". Does this mean operating existing dashboards only, or also creating and changing reports, data sources and dashboards? Are such changes included in the fixed fee or chargeable as development services?
ANSWER 62	The requirement in ToR Section 2.1.2 (H)(c) to "support Looker Studio to provide ongoing analytics and insights" means that the Service Provider shall ensure the continued operation of the existing Looker Studio dashboards and data connections linked to the chatbot data pipeline (BigQuery, etc.), so that analytics and insights remain available. This ongoing operational support is included in the fixed monthly **Chatbot services** fee (Annex 5, line ii). Creating new dashboards, making material changes to existing data sources, reports or dashboards, or developing additional analytical views beyond the standard monthly chatbot interactions report (ToR 2.2.1.2 item (n)) shall be treated as development work. Such changes will be handled as BAU Changes or Project Changes under Section 2.2.4 of the Terms of Reference and charged under the Development Services daily rates (or as agreed in a Work Order). The fixed monthly fee covers the maintenance and continued availability of the existing Looker Studio setup; it does not cover the design or implementation of new or substantially modified reports and dashboards.

QUESTION 63	Existing assets. Who owns the existing Looker Studio reports and BigQuery datasets? Please provide the list of current dashboards, their data sources and the metrics shown.
ANSWER 63	Ownership of the existing Looker Studio reports and BigQuery datasets related to the chatbot remains with the ESM. These assets will not be transferred to the Service Provider. The procurement documents do not contain a detailed list of current Looker Studio dashboards, their data sources or the specific metrics shown. An example of a chatbot monthly report is provided as Appendix 2 to the Terms of Reference. Access to the existing Looker Studio reports, BigQuery datasets and related assets will be granted to the Service Provider during the transition period, so that the Service Provider can operate and support them as required under the Terms of Reference. The Service Provider shall maintain the availability of the existing analytics setup under the fixed monthly Chatbot services fee. Any new dashboards or material modifications remain subject to the development process as previously clarified.

QUESTION 64	Monthly chatbot report (Appendix 2). Is the report produced from Looker Studio? Does it involve manual review and classification of each conversation? Please provide the definitions of the classification categories used (for example the issue reasons and content types on p.2), and clarify how the fallback figures on p.1 (38.5%) and p.2 (32.7% out-of-scope) relate to each other.
ANSWER 64	Appendix 2 to the Terms of Reference provides an example of the type of monthly chatbot interactions report that the Service Provider is required to deliver (ToR Section 2.2.1.2 item (n)). The procurement documents do not specify whether the report is produced exclusively from Looker Studio, whether it involves manual review and classification of individual conversations, the precise definitions of the classification categories shown, or the exact relationship between the fallback figures presented in the example. The Service Provider shall produce a monthly chatbot report of a comparable nature and level of detail, covering chatbot interactions and relevant statistics, and deliver it to the ESM as part of the fixed monthly **Chatbot services** fee. The report may be generated using the existing Looker Studio setup (or equivalent means that provide the same insights), and any manual review or classification effort required to produce a report of the quality illustrated in Appendix 2 is included in that fee. Further operational details on the current reporting process will be shared with the selected Service Provider during the transition period.

QUESTION 65	Access, retention and costs. Will the ESM require live access to the dashboards in addition to the monthly report? What data retention period applies to the anonymised data in BigQuery? Which BigQuery, Pub/Sub and Looker costs (including any paid tier) should be included in the chatbot fee?
ANSWER 65	Yes. In addition to the monthly chatbot interactions report, the ESM shall have live access to the relevant Looker Studio dashboards so that analytics and insights remain available on an ongoing basis. This access forms part of the operational support of Looker Studio required under ToR Section 2.1.2 (H)(c). The Terms of Reference do not specify a fixed data retention period for the anonymised data stored in BigQuery. The Service Provider shall maintain the data for a period sufficient to support the required reporting and analytics, and in accordance with applicable data protection requirements. The current retention settings will be confirmed during the transition period; any subsequent material change to the retention period that requires significant reconfiguration may be handled as a Change under the Terms of Reference. All costs associated with BigQuery, Pub/Sub and Looker Studio (including any paid tier, storage, query, and related consumption costs) for the chatbot data pipeline shall be included in the fixed monthly **Chatbot services** fee in Annex 5. No additional charges will be accepted for these elements. The Service Provider remains responsible for managing these costs within the quoted fee, consistent with the obligation to review GCP billing and ensure cost stability (ToR Section 2.2.1.2 item (i)).

QUESTION 66	Chatbot and the SLA. Annex 4 defines availability by reference to the "ESM Website", with service credits based on the monthly hosting fee. Does the 99.95% availability KPI and the incident severity table apply to the chatbot and AI search? If so, which severity applies to a chatbot outage, and which fee is used to calculate service credits?
ANSWER 66	The Availability Standard of 99.95% and the associated service credits set out in Annex 4 apply to the ESM Website (the DCCSS / website hosting environment). Service credits for failure to meet the Availability KPI are calculated as a percentage of the **monthly hosting fee** (Annex 5, line i – Website hosting). The chatbot and AI search form part of the overall Services and are subject to the incident management process and severity table in Annex 4. A chatbot outage or material degradation of the AI search that prevents visitors from using the chatbot functionality will be classified according to the impact definitions in the severity table: • Critical/Major if the chatbot is unavailable or majorly malfunctioning in a way that significantly impacts user experience on the Website;

	• Medium or Minor depending on the extent of the impact and the availability of workarounds. Incident response and resolution times apply accordingly. Service credits for incident management KPIs (response and resolution times) are calculated on the monthly support services fee. No separate availability percentage or service-credit calculation based on the Chatbot services fee is defined in Annex 4. The Service Provider remains responsible for the continuous operation and monitoring of the chatbot under the Terms of Reference and the fixed monthly Chatbot services fee.

QUESTION 67	Availability measurement. ToR Section 2.1.2 (A) refers to 99.95% uptime over a 12-month period, while Annex 4 Section 1 measures it per month. Please confirm which applies for the KPI and for the material breach triggers.
ANSWER 67	Both references are consistent and apply as follows: • **KPI and service credits**: The Availability Standard of 99.95% is measured **monthly**, as set out in Annex 4. Service credits are calculated on the basis of the monthly measurement against the monthly hosting fee. • **Material breach triggers**: Failure to meet the Availability Standard for two (2) consecutive months, or in any three (3) months during any rolling twelve (12)-month period, constitutes a material breach (as stated in both ToR Section 3.1.1 and Annex 4). The reference in ToR Section 2.1.2 (A) to 99.95% "during a 12-month period, in line with the Availability Standard" confirms that the same 99.95% threshold applies and is assessed over the longer period for the purpose of the material breach test. It does not replace the monthly measurement used for the KPI and service credits. The Service Provider shall report availability on a monthly basis in accordance with Annex 4. Further refer to Answer 25.

QUESTION 68	Presentation dates and case study. The RFP timeline table (Section 3.1) shows presentations from 23/11/2026 to 30/11/2026, while Section 3.5 refers to 10/11/2026–24/11/2026. Please confirm the dates and when the case study will be issued to shortlisted Candidates.
ANSWER 68	See Answer 37

QUESTION 69	Transfer of undertakings. Under RFP Section 4.9, please provide information on any Incumbent employees who may be transferred (number, roles, and whether any relate to the chatbot).
ANSWER 69	See Answer 5 and 10

QUESTION 70	AWS billing information. ToR Section 2.2.1.1.5 contains a prompt for the approximate monthly AWS bill breakdown but gives no figures. Can this information be provided?
ANSWER 70	No detailed monthly AWS bill breakdown or aggregated cost figures are included in the procurement documents. ToR Section 2.2.1.1.5 notes that such information "can be shared" where available, but no figures have been provided. Candidates shall therefore base their pricing for Website Hosting Services (Annex 5, line i) on the technical specifications, resource descriptions, traffic volumes, storage sizes and other operational data set out in the Terms of Reference (in particular Section 2.2.1.1). Any available high-level billing information may be shared with the selected Service Provider during the transition period for operational purposes. The fixed monthly hosting fee quoted by Candidates shall cover all hosting costs required to meet the specifications in the Terms of Reference. Also see Answer 4 and 20.

QUESTION 71	Website handover package and content synchronisation. Section 2.1.2 provides for an initial and a final snapshot of code and files. Please confirm whether the handover will also include complete database exports, Drupal configuration, Composer dependency lock files, public and private files, available repository history, deployment scripts, infrastructure configuration and operational documentation. How will content and configuration changes made by the incumbent during the transition be communicated and incorporated into the final handover? Would a short, pre-agreed editorial freeze be permitted for final synchronisation?
ANSWER 71	Yes. The snapshots of "code and files" referred to in Section 2.1.2 are intended to enable a complete and functional handover of the Website and DCCSS. The handover package to be provided by the Incumbent Service Provider shall include, to the extent available: • complete database exports (or equivalent means of transferring the Drupal database); • Drupal configuration (including configuration management exports); • Composer dependency files and lock files; • public and private files / media; • available version-control repository history; • deployment scripts and relevant infrastructure configuration; and • operational documentation.

	The precise content and format of the initial and final snapshots will be defined in the Transition Plan (TP) developed by the Service Provider in consultation with the ESM and the Incumbent Service Provider. Content and configuration changes made by the Incumbent during the transition period will be communicated through the coordination mechanisms established in the Transition Plan. The final snapshot (or an agreed delta) will incorporate those changes so that the Service Provider receives a current and consistent state at the agreed transition date. A short, pre-agreed editorial freeze (or equivalent content freeze) for final synchronisation may be proposed by the Service Provider as part of the Transition Plan. Any such freeze will be subject to the ESM's prior written agreement and will be scheduled so as to minimise disruption to the ESM's editorial activities. The Service Provider shall price the Transition Services on the basis of receiving a complete handover package as described above.

QUESTION 72	Transition acceptance and transfer of operational responsibility. Please clarify the acceptance criteria and approval process for the Transition Services, including the DCCSS report and test results, and the expected ESM review times. Should production cutover, transfer of operational responsibility and formal acceptance of the Transition Services occur on the same date? If these dates differ, please clarify the respective responsibilities of the incumbent and the incoming Service Provider during the intervening period, including the application of the SLA.
ANSWER 72	See Answer 24

QUESTION 73	Backup and disaster-recovery requirements. Please specify the required Recovery Point Objective (RPO), Recovery Time Objective (RTO), backup frequency, retention periods and restore-testing frequency for the website database, files and configuration. Is recovery within the primary cloud region sufficient, or is a separate EU/EEA disaster-recovery region required? Please also clarify whether the RTO must align with the two-hour resolution target for Critical/Major incidents in Annex 4.
ANSWER 73	See Answer 22

QUESTION 74	Required website environments and operating schedules. Section 2.1.2(C) requires at least three environments, while Section 2.2.1.1 describes four website environments: CI, QA, STAGE and PRO. Section 2.2.1.1.1 states that all four run 24/7, whereas Section 2.2.1.1.6 specifies 07:45–22:00 for CI and QA. Please confirm the minimum environment structure and operating schedules to be included in the hosting price. Does "identical environments" require equivalent

	software and configuration only, or also equivalent infrastructure capacity and high-availability arrangements?
ANSWER 74	See Answer 19

QUESTION 75	Pre-existing defects and remediation scope. Please provide the current register of known defects, unresolved incidents, security findings and technical debt, where available. Section 2.2.1.2(e) includes defect and misconfiguration remediation within Maintenance Services, while item (g) places improvements arising from residual issues with the Existing Infrastructure under Development Services. Please clarify the distinction and confirm how pre-existing issues identified during transition will be classified, approved and priced.
ANSWER 75	The procurement documents do not contain a register of known defects, unresolved incidents, security findings or technical debt. Any such information available will be shared with the selected Service Provider during the transition period. The distinction between Maintenance Services and Development Services is as follows: • **Maintenance Services** (fixed monthly fee – Annex 5, line iii): covers the remediation of defects, bugs, misconfigurations and other non-desired functionality or non-functional requirements that prevent the Website from operating correctly (ToR Section 2.2.1.2 item (e)). This includes fixing issues so that the existing functionality works as intended. • **Development Services** (daily rates or Work Order): covers improvements that arise from residual issues with the Existing Infrastructure (ToR Section 2.2.1.2 item (g)), as well as enhancements, new functionality or architectural changes. Pre-existing issues identified during the transition (or thereafter) will be recorded in the Ticketing Management Tool (TMT). The Service Provider shall propose a classification (Maintenance or Development) based on the criteria above. The ESM will confirm the classification. • Issues classified as Maintenance will be remediated under the fixed monthly Maintenance Services fee. • Issues classified as Development will be estimated, approved and priced under the Development Services process (BAU Change or Project Change / Work Order) in accordance with Section 2.2.4 of the Terms of Reference. The Service Provider shall not assume that all pre-existing issues are covered by the fixed Maintenance fee, nor that all of them require Development Services. Classification will be made case by case on the basis set out above.

QUESTION 76	Incident resolution clocks and external dependencies. Annex 4 specifies that response times for Medium and Minor incidents are measured during ESM core working hours. Please confirm whether their respective 16-hour

	and 48-hour resolution targets are also measured in working hours or in elapsed hours. Where resolution requires ESM approval, access or action by an external provider, can the resolution clock be suspended, and what evidence and authorisation would be required? Please also confirm whether an accepted workaround constitutes resolution for SLA measurement purposes.
ANSWER 76	Resolution Time is measured in **elapsed hours** (calendar time), not solely in ESM core working hours. The working-hours limitation stated in Annex 4 applies only to Response Time for Medium and Minor incidents. Where resolution is delayed because it requires action, approval or access from the ESM or from an external provider outside the Service Provider's control, the resolution clock may be suspended for the period of that dependency. To suspend the clock, the Service Provider shall: • record the dependency promptly in the Ticketing Management Tool (TMT); • notify the ESM in writing (e-mail or TMT) of the dependency and the expected impact on the resolution timeline; and • obtain the ESM's written acknowledgement (e-mail or TMT response) that the clock is suspended. The clock resumes when the dependency is removed or the required input is received. An accepted workaround that restores the ability of users to perform their normal functions (or removes the material impact of the incident) constitutes resolution for the purposes of the Resolution Time KPI, provided the workaround is documented in the TMT and accepted by the ESM. A permanent fix may still be required and tracked separately as a Change where appropriate. These rules apply to all incident severities unless otherwise agreed in writing for a specific incident.

QUESTION 77	DCCSS establishment where the Candidate is the incumbent. Annex 3 requires Candidates to address mobilisation where they are the incumbent provider, while Annex 1, Section 2.1.2 requires the Service Provider to build its own DCCSS infrastructure from scratch. Please clarify whether an incumbent Candidate must also establish a new infrastructure and migrate the website, or whether it may retain the existing infrastructure subject to demonstrating compliance with the new Framework Agreement.
ANSWER 77	See Answer 18 and 42

QUESTION 78	Due to the complexity of the Tender, we would like to ask for an extension of two weeks to the deadline of Offers' submission.
ANSWER 78	The deadline for the submission of proposals is extended until 23.11.2026, 11:00. This correction is also updated in the RFP document.

QUESTION 79	The timeline table in Section 3.1 indicates that presentations will take place between 23/11/2026 and 30/11/2026, while Section 3.5 states that presentations are envisaged between 10/11/2026 and 24/11/2026. Could the ESM please confirm the presentation window, and the expected date on which the case study will be sent to shortlisted Candidates?
ANSWER 79	See Answer 37 and the updated RFP is uploaded on the website.

QUESTION 80	Section 5 of the RFP states that page or word limits may be specified in some cases. We could not find any limits in Annex 3. Could the ESM please confirm whether any page or word limits apply to the Selection Criteria response or the Technical Proposal?
ANSWER 80	See Answer 40

QUESTION 81	Annex 1, Section 2.2.1.2, Item (f) of the Maintenance Services includes the installation of new releases of Drupal core, major or minor. Could the ESM please confirm whether the adaptation of custom modules, custom themes and integrations required by a new major Drupal release (e.g. Drupal 12), including the related regression testing, is covered by the monthly Maintenance fee or is to be performed and invoiced as Development Services?
ANSWER 81	The installation of new releases of Drupal core (major or minor) is included in the Maintenance Services under ToR Section 2.2.1.2 item (f). However, the adaptation of custom modules, custom themes and integrations that is required to make a new major Drupal core release (for example, a migration from Drupal 11 to Drupal 12) function correctly, together with the associated regression testing, is **not** covered by the fixed monthly Maintenance Services fee. Such work constitutes Development Services. It shall be scoped, estimated, approved and priced in accordance with Section 2.2.4 of the Terms of Reference (as a Project Change under a Work Order, or as BAU Changes where the individual effort falls within the BAU threshold). Routine minor and patch releases of Drupal core, and updates to contributed modules that do not require substantial adaptation of custom code, remain within the scope of the Maintenance Services fee (items (f) and (h)). The Service Provider shall propose the appropriate classification when a major core upgrade is contemplated. The ESM will confirm the classification before work is undertaken.

QUESTION 82	Annex 1 requires the Service Provider to support the ongoing implementation and refinement of web accessibility standards and to maintain and evolve a consistent design system. Could the ESM please clarify which of these activities are expected to be covered by the monthly Maintenance fee (e.g. accessibility checks of releases), and which are to be performed as Development Services (e.g. accessibility audits, remediation, new or redesigned components)? Could the ESM also confirm which WCAG version and conformance level should be used as the reference (e.g. WCAG 2.2 Level AA)?
ANSWER 82	The reference standard for accessibility is **WCAG 2.2 Level AA**. Full AAA conformance is not required. The distinction between Maintenance Services and Development Services is as follows: **Covered by the fixed monthly Maintenance Services fee:** • Accessibility checks performed as part of the testing of releases, updates and Changes before deployment; • Correction of accessibility defects introduced by the Service Provider's own work; • Maintenance of the existing design system so that new content and minor updates remain consistent with current templates and components; • Routine refinement that does not involve the creation of new components or significant redesign. **Treated as Development Services (to be scoped, estimated and approved under Section 2.2.4):** • Formal accessibility audits of existing pages or templates; • Remediation of pre-existing accessibility issues; • Design and implementation of new or substantially redesigned components, templates or user journeys to improve accessibility or evolve the design system; • Any work that goes beyond maintaining the current state and constitutes an improvement or new development. The Service Provider shall propose the appropriate classification for any accessibility or design-system activity that is not clearly routine maintenance. The ESM will confirm the classification before work is undertaken. Ongoing support for accessibility and design-system consistency, as described in ToR Section 2.1.2 (E), is expected; substantial improvement programmes remain subject to the Development Services process.

QUESTION 83	Section 3.9 of Annex 1 requires competencies such as UX/UI design, web accessibility, DevOps, QA, conversational AI and data analytics, while Annex 5 and Annex 6 list only three Development Services profiles (Project Manager, Senior Developer, Developer). Could the ESM please confirm that

	specialists covering these competencies may be assigned to Development Services and invoiced at the Senior Developer or Developer rate, depending on their experience?
ANSWER 83	The three profiles listed in Annex 5 and Annex 6 (Project Manager, Senior Developer and Developer) are the only profiles for which daily rates are to be quoted for Development Services. Specialists covering the competencies required under Section 3.9 of the Terms of Reference (including UX/UI design, web accessibility, DevOps, QA & testing, conversational AI, data analytics and the other skills listed) may be assigned to Development Services. Such specialists shall be invoiced at either the **Senior Developer** or the **Developer** daily rate, depending on their level of experience and the complexity of the work, in accordance with the criteria set out in the Terms of Reference. The Service Provider remains responsible for ensuring that personnel with the appropriate competencies are made available as required. No additional rate categories will be introduced. The Project Manager rate applies only to the coordination and management activities described for that profile.

QUESTION 84	Section 2.2.1.1.5 lists the current approximate monthly AWS bill as relevant input, but no figures are provided. Could the ESM please share the recent aggregate monthly AWS and Google Cloud Platform costs (in total or by service)? In addition, Section 2.1.2 states that the Service Provider will build its own infrastructure from scratch, including a separate server for the chatbot, while Section 2.1.2 (H) refers to maintaining the established GCP architecture. Will the existing GCP project(s), configuration and Dialogflow CX agent be handed over by the Incumbent Service Provider, or is the chatbot infrastructure to be rebuilt?
ANSWER 84	**On costs:** No aggregate monthly AWS or Google Cloud Platform cost figures (in total or by service) are available in the procurement documents. Candidates shall price the fixed monthly Website hosting fee and the fixed monthly Chatbot services fee on the basis of the technical specifications, resource descriptions, traffic volumes and other operational data provided in the Terms of Reference. All ordinary AWS and GCP costs required to operate the services are to be included in the respective fixed monthly fees. **On chatbot infrastructure:** The existing GCP project(s), configuration, Dialogflow CX agent(s) and related components of the established chatbot architecture will be

	handed over by the Incumbent Service Provider (or current operator) to the Service Provider during the transition period. The Service Provider is **not** required to rebuild the chatbot infrastructure from scratch. The reference in Section 2.1.2 to building infrastructure "from scratch" (including a separate server to handle a Chat bot) concerns the DCCSS / website environment. The chatbot itself shall continue to run on the established GCP architecture described in Section 2.1.2 (H), which the Service Provider shall manage, maintain and optimise. Ownership of the GCP organisation, projects and related resources remains with the ESM. Access will be granted to the Service Provider for the purpose of operating the chatbot. The Transition Plan shall cover the handover of both the Website/DCCSS and the chatbot environment.

QUESTION 85	Annex 6, Appendix B, §26(e) refers to the novation or assignment of software licences and third-party agreements from the Service Provider to the ESM or a new service provider. Could the ESM please confirm whether the AWS and GCP accounts, and third-party licences such as the TMT and monitoring tools, should be held in the name of the Service Provider, or whether the ESM prefers some or all of them to be held in its own name?
ANSWER 85	The preferred arrangements are as follows: • **GCP accounts / organisation / projects (chatbot)**: These remain in the name of the ESM. The Service Provider will be granted the access rights necessary to operate, maintain and monitor the chatbot. • **AWS accounts (DCCSS / website hosting)**: These may be held in the name of the Service Provider. The Service Provider shall ensure that the accounts, configurations and related rights can be novated or assigned to the ESM or to a replacement service provider at the end of the Framework Agreement (or upon earlier termination), in accordance with the exit provisions of Annex 6, Appendix B. • **Third-party licences (TMT, monitoring tools and similar operational tools supplied by the Service Provider)**: These may be held in the name of the Service Provider. The Service Provider shall ensure that any such licences or agreements that are necessary for the continued operation of the Services can be novated or assigned to the ESM or to a replacement service provider upon exit, or that equivalent arrangements are put in place without interruption. In all cases, the Service Provider shall structure its commercial and contractual arrangements so that the novation or assignment obligations set out in Annex 6, Appendix B can be fulfilled. The ESM does not require the Service Provider to place AWS or tool licences in the ESM's name

	during the term of the Framework Agreement, provided the exit transferability requirements are met. Any specific arrangements for account ownership or licence transfer will be confirmed during the transition planning phase.

QUESTION 86	Annex 1 requires hosting, processing, backups, logging and remote access to take place within the EU/EEA, while Annex 6, Appendix B, §12 provides that data may not be stored, processed or accessed outside the euro area without the ESM's prior written consent. Could the ESM please confirm: (a) which requirement applies – EU/EEA or euro area? (b) whether remote access by staff located in EU Member States outside the euro area requires the ESM's prior written consent? (c) whether global AWS services currently managed in the us-east-1 region (CloudFront CDN, WAF) are acceptable, provided that all data at rest remains in the permitted area? (d) which GCP regions are acceptable for the Chatbot Services (Dialogflow CX, Vertex AI Search, Gemini, BigQuery)?
ANSWER 86	See Answer 3;9; 50;60

QUESTION 87	As invited in Section 4.9 of the RFP, could the ESM please provide information on any employees of the Incumbent Service Provider who may be affected by a transfer of undertakings, in particular their number, roles, place of work and main employment terms? Could the ESM also indicate whether it considers the Luxembourg transfer-of-undertakings Regulations applicable where the employees concerned are employed and work outside Luxembourg?
ANSWER 87	See Answer 5

QUESTION 88	Annex 4 specifies that Response Times for Medium and Minor incidents are measured only during the ESM's core working hours, but does not specify this for Resolution Times. Could the ESM please clarify: (a) whether Resolution Times for Medium and Minor incidents are measured in working hours (08:00–18:00 CET/CEST, Monday to Friday) or in elapsed hours; (b) whether a workaround that restores normal operation satisfies the Resolution Time, with the permanent fix delivered through the normal change process; (c) whether the Response or Resolution Time is paused while the Service Provider awaits information or action from the ESM or a third party?
ANSWER 88	(a) Resolution Time is measured in **elapsed hours** (calendar time), not solely in ESM core working hours. The working-hours limitation stated in Annex 4 applies only to Response Time for Medium and Minor incidents. (b) Yes. An accepted workaround that restores the ability of users to perform their normal functions (or removes the material impact of the

	incident) constitutes resolution for the purposes of the Resolution Time KPI, provided the workaround is documented in the Ticketing Management Tool (TMT) and accepted by the ESM. A permanent fix may still be required and tracked separately as a Change under the normal change process where appropriate. (c) Yes. Where resolution is delayed because it requires action, approval or access from the ESM or from a third party outside the Service Provider's control, the resolution clock may be suspended for the period of that dependency. To suspend the clock, the Service Provider shall: • record the dependency promptly in the TMT; • notify the ESM in writing (e-mail or TMT) of the dependency and the expected impact on the timeline; and • obtain the ESM's written acknowledgement (e-mail or TMT response) that the clock is suspended. The clock resumes when the dependency is removed or the required input is received. The same principle may be applied to Response Time where the delay is caused by a documented dependency on the ESM or a third party. These rules apply to all incident severities unless otherwise agreed in writing for a specific incident.

QUESTION 89	In Annex 5, line 1(i) Website hosting includes "GCP and chatbot infrastructure consumption", while line 1(ii) Chatbot services also includes "all costs associated with Google Cloud Platform infrastructure, licences, API consumption". To avoid double counting, could the ESM please confirm under which line GCP infrastructure and API consumption should be priced?
ANSWER 89	All Google Cloud Platform costs related to the chatbot (infrastructure, licences, API consumption, storage, logging, monitoring and related services) shall be priced exclusively under **line 1(ii) – Chatbot services**. The reference to "GCP and chatbot infrastructure consumption" in the description of **line 1(i) – Website hosting** shall be disregarded for pricing purposes. Line 1(i) covers the AWS (or equivalent) hosting costs of the DCCSS / website environment only. No GCP costs shall be included in the Website hosting fee. Candidates shall ensure that GCP consumption is priced only once, under the Chatbot services monthly fee. This clarification applies for both the financial evaluation and the subsequent Framework Agreement.

QUESTION 90	The fixed fees for "Transition of Website Services and DCCSS migration" and "Establishing a Drupal-centric cloud solution service hosting (DCCSS)" are mandatory contractual requirements but are not taken into account in the financial evaluation. Could the ESM please clarify: (a) whether, and how, these fees will be considered in the evaluation of Proposals, e.g. in the quality evaluation, in negotiations or in the best and final Commercial Response; (b) whether the ESM has a budget or maximum amount for these services, or will assess the fees for reasonableness; (c) how these fixed fees will be invoiced, e.g. on acceptance or in instalments linked to milestones such as acceptance of the Transition Plan and completion of the transition, as Annex 6, Article 6 does not address them?
ANSWER 90	(a) The fixed fees for the Transition Services and for Establishing the DCCSS are **not** included in the financial evaluation score. The financial evaluation is based solely on the amount calculated in Annex 5 for the Ongoing Services (hosting, chatbot, maintenance and support) and Development Services. The quality evaluation includes a dedicated criterion on “Transition and migration” (15%), which assesses the proposed approach, plan, risks and organisation, but not the price of those services. The fees may be discussed during negotiations (including any best and final Commercial Response) for the purpose of confirming reasonableness and consistency with the proposed approach. They will form part of the final contractual price. (b) The ESM has not published a budget or maximum amount for these services. The fees will be assessed for reasonableness in light of the proposed Transition Plan, the scope described in the Terms of Reference, and market practice. Unreasonably high or low fees may be challenged during negotiations. (c) The fixed fees for the Transition Services and for Establishing the DCCSS will be invoiced upon acceptance by the ESM of the corresponding deliverables, as follows: • an agreed portion upon acceptance of the Transition Plan; and • the balance upon successful completion and acceptance of the Transition Services and establishment of the DCCSS (within the four-month maximum period). The precise payment schedule (including any intermediate milestones) will be agreed in the Transition Plan or in a short implementing arrangement. Annex 6, Article 6 will be applied by analogy for invoicing and payment once the relevant acceptance has occurred. These fees are fixed and cover all activities required to complete the Transition Services and establish the DCCSS as described in the Terms of Reference.

QUESTION 91	Annex 6, Article 5.6 provides that all fees are fixed for the entire term, including any extensions, and are not subject to indexation. Given the 4.5-year term and the inclusion of third-party cloud and API costs in the monthly fees, would the ESM consider a change to Article 5.6 allowing either an annual indexation of fees (e.g. based on the HICP for the euro area), or an adjustment mechanism for material changes in third-party cloud and API list prices, or for consumption significantly exceeding the volumes in Annex 1 (including the assumed 50% traffic growth)?
ANSWER 91	No. Article 5 of the Framework Agreement remains unchanged. All fees set out in the Framework Agreement are fixed and final for the entire term, including any extensions, and are not subject to revision, adjustment, indexation or increase for any reason whatsoever. The Service Provider remains solely responsible for any cost increases, including increases in third-party cloud, licence or API list prices, and for ordinary variations in consumption within the parameters described in the Terms of Reference (including the capacity to accommodate 50% traffic growth over four years). Candidates are expected to price the fixed monthly hosting and Chatbot services fees taking these risks into account. Only if consumption or requirements evolve substantially beyond the scope and volumes described in the Terms of Reference, in a manner that constitutes a material change to the Services, may the parties discuss an adjustment under the Change process set out in the Terms of Reference (Section 2.2.4). No automatic adjustment mechanism or indexation clause will be introduced. The fixed-price nature of the Ongoing Services is a core principle of the Framework Agreement and will not be modified.

QUESTION 92	With regard to the Transition Services and DCCSS migration, could the ESM please clarify: (a) whether the Incumbent Service Provider is contractually obliged to provide the code and file snapshots, stack information and consultations described in Section 2.1.2, and within what timeframes; (b) the acceptance criteria and the ESM's review periods for the Transition Plan, the DCCSS report and the completed Transition Services, noting that the KPIs and Service Credits apply only after the ESM's formal acceptance of the Transition Services; (c) whether the four-month transition deadline will be extended for delays attributable to the ESM or the Incumbent Service Provider?

ANSWER 92	(a) The ESM will ensure that the Incumbent Service Provider provides the code and file snapshots, stack information and consultations described in Section 2.1.2 of the Terms of Reference. The initial snapshot will be made available at the beginning of the transition period and the final snapshot at the agreed transition date. The precise timing and content will be coordinated through the Transition Plan. The Service Provider remains responsible for leading the transition and for managing the dependency on the Incumbent. Any material delay in the provision of information by the Incumbent shall be recorded in the Transition Plan and raised with the ESM. (b) Acceptance criteria for the Transition Plan, the DCCSS documentation report and the completed Transition Services will be defined in the Transition Plan itself (which the Service Provider must submit within one month of the Effective Date). The ESM will review the Transition Plan and the DCCSS report within ten (10) Business Days of submission (or such other period as agreed in the Transition Plan). Formal acceptance of the completed Transition Services will be confirmed in writing by the ESM once the Service Provider has demonstrated the capability to take over the Services. As stated in Annex 4, the KPIs and Service Credits become effective only upon the ESM's formal acceptance of the Transition Services. No KPI measurement or Service Credit applies prior to that acceptance. (c) Yes. Where a delay in completing the Transition Services is attributable to the ESM or to the Incumbent Service Provider, and is not caused by the Service Provider, the four-month maximum period may be extended by written agreement between the Parties. The Service Provider shall promptly notify the ESM of any such dependency and propose a revised timeline as part of the Transition Plan updates. The Service Provider remains responsible for using reasonable efforts to meet the preferred two-month target and the four-month maximum, subject to the above.

QUESTION 93	Annex 4, Section 4 states that the ESM may apply Service Credits at its sole discretion, while Annex 6, Article 5.7 states that any failure to achieve a KPI automatically results in the accrual of Service Credits, which are deducted from the next invoice. Could the ESM please clarify: (a) whether Service Credits are applied automatically or at the ESM's discretion; (b) whether there is a maximum aggregate amount of Service Credits per month; (c) whether, under the material breach provision in Annex 4, Section 4, the failures in two consecutive or three Measurement Periods must relate to the same KPI?

ANSWER 93	(a) Service Credits are applied at the **ESM's sole discretion**, as stated in Annex 4. Annex 6, Article 5.7 describes the accrual and the mechanism for deducting Service Credits once the ESM has determined to apply them. It does not override the discretion set out in Annex 4. The ESM will notify the Service Provider in writing of any Service Credits it decides to apply. Upon receipt of that notice, the Service Provider shall issue the corresponding credit note, and the ESM may set off the amount against amounts payable. A decision not to apply a Service Credit in a given instance does not constitute a waiver of the right to apply Service Credits for subsequent failures. (b) There is no maximum aggregate amount of Service Credits per month. Service Credits are assessed separately for each KPI category and are cumulative, as stated in Annex 4. (c) No. The material breach provision in Annex 4 does **not** require the failures to relate to the same KPI. Failure to meet any of the KPIs for two (2) consecutive Measurement Periods, or for any three (3) Measurement Periods within any rolling twelve (12)-month period, constitutes a material breach, regardless of whether the failures concern the same or different KPIs. This right is without prejudice to the ESM's other rights and remedies.

QUESTION 94	Annex 6, Appendix B, §14 limits the Service Provider's liability arising out of "the Contract" to the greater of EUR 1 million or the maximum remuneration payable under the Contract. Would ESM be open to discussing a liability cap that is proportionate to the value and risk profile of the relevant Contract / Work Order, rather than applying a minimum liability exposure of EUR 1 million irrespective of the value of the individual Assignment?
ANSWER 94	As indicated in the RfP – candidates can propose justified changes to the framework agreement, which will be then assessed by the ESM during the candidates selection stage. ESM does not warrant that any of the proposed changes will be accepted in the contract signed with the successful candidate.

QUESTION 95	Annex 6, Appendix B, §26 requires the Service Provider to continue performing its obligations at the contractual fees until the ESM determines that migration is complete, and to provide consulting, training and migration

	assistance as requested. Would the ESM be open to defining a reasonable maximum transition assistance period and agreeing the scope, resource requirements and timeline for migration assistance in advance? Could ESM confirm that all transition and migration assistance requested after expiry or termination will be remunerated at the applicable contractual rates, except where the need for migration results directly from a material breach by the Service Provider?
ANSWER 95	Yes. The ESM confirms that exit and migration assistance following expiry or termination of the Framework Agreement will be provided for a maximum period of four (4) months (or until successful migration is achieved, whichever occurs earlier). This is consistent with the transition period applicable to the incoming Service Provider. The precise scope, resource requirements, timeline and milestones for the exit and migration assistance will be agreed in writing between the Parties in good time before the expiry or termination date (or promptly after notice of termination). The Service Provider shall prepare a short exit plan for the ESM's review and acceptance. During the exit period the Service Provider shall continue to perform the Services (or the agreed residual services) at the contractual fees set out in the Framework Agreement. Consulting, training and migration assistance requested by the ESM (or by a replacement service provider) that goes beyond the ordinary continued performance of the Services shall be remunerated at the applicable contractual rates (daily rates for Development Services or the relevant fixed monthly fees, as appropriate), provided that the need for such assistance does not result directly from a material breach by the Service Provider. Where the need for migration assistance arises directly from a material breach by the Service Provider, the Service Provider shall provide the assistance at its own cost for the period reasonably required to achieve an orderly transfer. These arrangements will be documented in the exit plan or in a short implementing arrangement. The fixed-price nature of the Ongoing Services remains unaffected.

QUESTION 96	Annex 6, Article 9 allows the ESM to suspend the Framework Agreement, Release Orders or Work Orders at any time without compensation, and requires the Service Provider to use reasonable efforts to keep the same

	resources available. Could the ESM please clarify whether there is a maximum suspension period, after which either Party may terminate the affected Release Order or Work Order?
ANSWER 96	Annex 6, Article 9 does not provide for a maximum suspension period, nor does it create an automatic right for either Party to terminate a Release Order or Work Order solely by reason of the duration of a suspension. The ESM may suspend performance at any time and for any reason. The Service Provider is required to use reasonable efforts to keep the same resources available so that performance can resume when the ESM gives notice to that effect. The Service Provider is not entitled to compensation solely on account of the suspension, but remains entitled to payment for Services actually provided up to the date of suspension. If a suspension of a particular Release Order or Work Order continues for a prolonged period and the Service Provider considers that it is no longer reasonably able to keep the relevant resources available, the Service Provider may raise the matter with the ESM. The Parties will discuss in good faith whether the affected Release Order or Work Order should be terminated or otherwise adjusted. Any such termination or adjustment shall be agreed in writing and shall be without prejudice to the ESM's rights under Article 9 and under the remainder of the Framework Agreement. No fixed maximum suspension period will be introduced into the Framework Agreement.

QUESTION 97	Follow-up to Answer 2 of Clarification N.1: Provided that all requirements of ToR 2.2.1.1 and 3.6 are met (EU/EEA data centres, 99.95% monthly availability, HA multi-site architecture, CDN/WAF/DDoS within the EU/EEA), can the ESM confirm that a private cloud IaaS operated by an ISO/IEC 27001 certified EU hosting partner is not excluded as a DCCSS, and is accepted as "cloud-hosted" for the selection criterion in Annex 3, Section 2?
ANSWER 97	Yes. Provided that the proposed hosting solution fully meets all the requirements of ToR 2.2.1.1 (Hosting) and ToR 3.6 (Hosting and Data Location) — including but not limited to EU/EEA data centres only, the 99.95% monthly Availability Standard, a highly available multi-site/auto-redundant architecture, and CDN/WAF/DDoS protection operating within the EU/EEA — a private cloud IaaS operated by an ISO/IEC 27001 certified EU hosting partner is not excluded as a DCCSS. Such a solution is accepted as a "cloud-hosted" environment for the purposes of the relevant selection criterion in Annex 3, Section 2. The Service Provider remains responsible for demonstrating compliance with all applicable technical, security, availability and data-location

	requirements. The chosen architecture, data locations and related controls must be documented in the DCCSS report and Transition Plan for ESM review and acceptance. As previously confirmed, any processing of DCCSS data outside the EU/EEA requires the ESM's prior written consent and must not be assumed.If a suspension of a particular Release Order or Work Order continues for a prolonged period and the Service Provider considers that it is no longer reasonably able to keep the relevant resources available, the Service Provider may raise the matter with the ESM. The Parties will discuss in good faith whether the affected Release Order or Work Order should be terminated or otherwise adjusted. Any such termination or adjustment shall be agreed in writing and shall be without prejudice to the ESM's rights under Article 9 and under the remainder of the Framework Agreement. No fixed maximum suspension period will be introduced into the Framework Agreement.