

Clarification Note #2

EUSPA internal reference: 310202

Procurement procedure: EUSPA/OP/18/24 (EUSPA/PRG/2024/OP/0011)

Title: ‘Galileo Reference Centre (GRC) Facilities Management and Logistics (FML) Services’

Question #2: Annex I.F #8 Some of the contracting parties have a Collective Labour Agreement for a period of 20 months which will end in 2025. For this year some of the services already have an indexation of 7,8%. The expectation is that the outcome of the negotiations again all wages will be indexed, but the percentage is not certain. Can we omit this clause?

Answer #2: In accordance with Article 172 of the Financial Regulation¹, contacts at the request of economic operators during the submission phase are allowed, by way of exception, only to supply additional information solely for the purpose of clarifying the procurement documents.

Since the present request does not seek the clarification but rather the modification of the procurement documents, EUSPA, in its capacity as the Contracting Authority, cannot address it.

Moreover, kindly note that tenders cannot be subject to negotiation, except in procedures where negotiation is allowed in line with Article 167(4) of the FR. In any event, negotiation of the procurement documents themselves is not allowed.

Finally, in line with Section 4.6.1 of the Tender Specifications, “*the level of stated compliance to the contractual baseline and relevance of justifications where applicable*” is to be evaluated by virtue of qualitative award criteria Q3. Therefore, any non-compliance or partial compliance to the draft framework contract must be explained and justified in Annex I.P, and the level of compliance committed to be reached shall be indicated therein. In case partial or non-compliance is stated, in addition to the relevant justifications, Tenderers are required to elaborate alternative drafting reflecting their position in the body text of the document or of its annexes, when relevant.

Question #3: Draft Framework Art. 5.4.3: This article is unacceptable. Can this be discarded?

Answer #3: Please refer to the answer provided to Question #2 above.

Question #4: Draft Framework Art. 26.1r: We don't accept termination for convenience. Can this article be removed or adjusted?

¹ Regulation (EU, Euratom) 2024/2509 of The European Parliament and of The Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) repealing Regulation (EU, Euratom) 2018/1064 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

Answer #4: Please refer to the answer provided to Question #2 above.

Furthermore, kindly note that termination under Article 26.1(r) - concerning the cases where “*the needs of the contracting authority change and it no longer requires new services under the FWC*” – only affects the FWC itself (the signature of which, according to its Articles 2.3 and 5.1.1, imposes no obligation on the Contracting Authority to conclude any Specific Contract for the purchase of any services from the Contractor, nor shall be interpreted or constructed as a commitment to the entire amount of the FWC).

On the contrary, the provision does not affect ongoing specific contracts (indeed, Article 26.1(r) of the FWC explicitly states that “*in such cases ongoing specific contracts remain unaffected*”).

Question #5: Draft Framework Art. 23.2.1a: can you make this article reciprocal?

Answer #5: Pursuant to Article 23.2.1(a) of the draft Framework Contract, “*The Agency may suspend the implementation of the FWC or performance of Specific Contract or any part thereof:*

a) if a case of Force Majeure Event makes such performance by the Agency impossible or excessively difficult”.

A corresponding provision for the Contractor is set out in Article 23.1.1 of the draft Framework Contract, which states that “*The Contractor may suspend the performance of the FWC and/or Specific Contract or any part thereof if a case of Force Majeure Event makes such performance impossible or excessively difficult. The Contractor shall inform the Agency about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC and/or Specific Contract.*”

Question #6: 2.2.2.6.1 Is there a timeframe current Ruckus / Netgear devices can be replaced to assure correct management of the total infrastructure?

Answer #6: The end of life date of Ruckus / Netgear devices is indicated in the GRC FML Asset Inventory List (EUSPA-GAL-GRC-LI-A19932) which has been dispatched to the economic operators having signed the NDU according to Section 1.9 of the Tender Specifications. Economic operators who have not yet submitted an NDU and would like to have access to the Proprietary Information, can still proceed accordingly.

Tenderers are invited to propose an earlier replacement of the devices as part of their offer if considered necessary, ensuring that such proposal is well-justified.

Question #7: 2.2.2.6.1 Not all brands mentioned are part of the main portfolio of contractor. Is temporally As-Is support on the table until replaced by vendors that can be supported in the fullest of the scope?

Answer #7: Tenderers shall include in their offer a detailed plan for managing, maintaining, and/or replacing networks-related items and configurations.

Reference is also made to Section 4.6.1 of the Tender Specifications according to which “*the level of stated compliance to the technical baseline and relevance of justifications where applicable*” is to be evaluated by virtue of qualitative award criteria Q2. Therefore, any non-compliance or partial compliance (whether temporary, i.e. expected to become fully compliant during the contract, or permanent in nature) to the requirements and tasks described in the Tender Specifications and their technical annexes must be explained and justified in the Statement of Compliance (Annex I.P), and the level of compliance committed to be reached shall be indicated therein. In case partial or non-compliance is stated, in addition to the relevant justifications, Tenderers are required to elaborate alternative drafting reflecting their position in the body text of the document or of its annexes, when relevant.

Question #8: 2.2.2.6.1 Guest WiFi: How are passwords distributed at this moment?

Answer #8: At the moment, the GRC reception generates the guest wifi accounts using RUCKUS and provides a printed copy of a short “How to”, including the password, to the guests. Tenderers are welcome to suggest evolution, improvements or alternatives as part of their proposal.

Question #9: 2.2.2.6.1 Guest WiFi: Is this a request done by a guest directly with manual distribution of the password by the IT department or is there a Guest Access portal active for automatic distribution (for example Network Access Control solution).

Answer #9: The request is made either by the GRC employee registering the guest through the ticketing system or directly by the guest during registration at the GRC reception. In both cases, the GRC reception generates the guest wifi accounts. In this regard, please also refer to the answer provided to Question #8 above.

Question #10: 2.2.2.6.1 NTP: What solution is being in use right now and needs support? Is this a local solution or are public sources being used?

Answer #10:

As the request for clarification relates to the Proprietary Information, the requested additional information has been dispatched to the economic operators having signed the NDU according to Section 1.9 of the Tender Specifications. Economic operators who have not yet submitted an NDU and would like to have access to the Proprietary Information, can still proceed accordingly.

Question #11: 2.2.2.6.1 Public internet access: is current firewall in use for public internet access but also for securing intertraffic between internal networks?

Answer #11: As the request for clarification relates to the Proprietary Information, the requested additional information has been dispatched to the economic operators having signed the NDU according to Section 1.9 of the Tender Specifications. Economic operators who have not yet submitted an NDU and would like to have access to the Proprietary Information, can still proceed accordingly.

Question #12: 2.2.2.6.1 User Support: is GRC in need of all end user support or only for key users? How many users?

Answer #12: As stated in Section 2.2.2.5 of the Tender Specifications, the number of full-time occupants at the GRC is 25. Therefore, this figure shall be considered for end-user support related to the networks and ticketing system of the GRC. Tenderers should note that meetings are occasionally held at the GRC, during which guest attendance temporarily increases network demands. However, end-user support for guests is not requested as it will be handled on the guest wifi. The maximum number of guests at the GRC at any one time is not foreseen to exceed 50 persons.

Question #13: 2.2.2.6.1.2 Contractor is a managed service provider, so there is a general pool of qualified personnel. The document states "this person will be..". What is the exact need? Must there be 1 person end responsible for all activities?

Answer #13: Tenderers shall propose the number of personnel they deem necessary to meet the requirements of the Tender Specifications while ensuring the availability of the necessary skills to perform the requested tasks. This does not imply that each task at the GRC must be assigned to a single individual only; rather Tenderers should propose their approach to ensure the necessary skills are available as needed.

Question #14: KPI-01 If outage is caused by non-supported software e.g. Microsoft 2016, is contractor in this case still responsible for outage?

Answer #14:

The purpose of the KPI-01 is to ensure the service from the Contractor is meeting the needs. In this regard, the Contractor is only responsible for those parts under their control and management. If there is an outage due to incorrect maintenance processes followed by the Contractor, including failure to observe obsolescence, then the KPI shall apply. In the Contractor's example, if the servers of Microsoft were to suffer an outage which affected the activities of the GRC, the Contractor is not responsible as they are not in control of the maintenance of Microsoft's infrastructure. However, if the outage was caused by the Contractor not renewing a subscription in time or updating to the correct version in the GRC infrastructures under their control and this was the root cause of an outage, then they would be deemed responsible for that outage and the KPI shall apply. Each activation of the KPI-01 and its root cause is always assessed on a case-by-case basis in the reporting and progress meetings of the contracts between the FML provider and the Agency.