

Clarification Note #9

EUSPA internal reference: 304774

Procurement procedure: EUSPA/OP/12/23

Title: 'EmeRgency Alerting System (ERAS)'

Question #16: *The end goal for the smartphone application delivered during SC1 is to showcase EWSS and become an EU official application. In ERAS-SC1-006, it is requested deliver an EWSS compliant end-user smartphone application, compatible with mass market devices (e.g. iOS and Android).*

Can you clarify whether compatibility with Android and also with iOS (the two of them) is requested as part of ERAS-SC1-006 and in relation to ERAS-SC1-025 for a representative European user market?

Answer #16: Full compatibility to both Android and IOS smartphone is not mandatory; however, compatibility with at least one of these platforms is required.

Question #17: *In line with section 2.2.2.1.1 of the Tender Specification, the main objective of the SC1 is to deploy a more robust version of the EWSS demonstrator onto Galileo operational systems. In order to minimize the additional design, development and validation activities, we kindly ask the Agency to provide the following information for the Handover Assets:*

- *Code metrics, including cyclomatic complexity and nesting level at the function/method level.*
- *Battery of unit tests and associated coverage.*
- *Percentage of fully automated tests vs manual.*
- *List of remaining SPR/ECR pending correction/implementation.*

Answer #17: As mentioned in the FWC CISL, the complete Asset PRG-6 will be delivered after signature. This package will include all the source code (Platform and Mobile application) as well as associated test reports. However, it will not include extensive software metrics such as those requested.

The software asset was developed for demonstration purposes only, and therefore, detailed metrics were not generated or maintained. Please refer to Q14 in Clarification Note number 6 for complementary information.

Question #18: *With reference to FWC-SOW-0100, please clarify to which figure the Note in the requirement text is referring to.*

Answer #18: The Note is a typo that shall be disregarded. See corrigendum 6.

Question #19: *The draft contract specifies (Article 6.4.2) that the Agency shall have 90 days to approve and pay a milestone but reserves the right to suspend the payment due to several reasons, including (as per 6.7.8) “because the Agency has observations on the deliverables, supplies or documents submitted with the invoice”.*

The term “observations” is not very explicit, as observations can be of any nature or relevance. Could you confirm and, eventually, clarify in the draft contract, that such “observations” leading to a payment suspension shall be of a major relevance in accordance with the objectives of the milestone subject to payment?

Answer #19: In line with Article 116(4) of the Financial Regulations¹, the Contracting Authority may suspend the limit for payment where the amount of the payment request is not due, if the appropriate supporting documents have not been produced or if it has any information putting in doubt the eligibility of the payment.

¹ REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012

Question #20: *The draft contract (Article 14.3) states that Handover Assets shall be provided “as is”, with no warranty of any kind. It also states that defects on the Handover Assets shall not give ground to a claim from the Contractor.*

Yet in subsequent Article 14.5, the contract expects the Contractor to assume full liability for damage to the handover Assets.

Can you confirm and, eventually, make it clear in the contract, that any such liability is only applicable to damages produced to the Handover Asset while in custody of the Contractor and shall not include damages pre-existing on the Handover Assets when they were handed over.

Answer #20: The Handover Assets are provided as is without warranty of any kind. The Contractor assumes all liability for damages to the Handover Assets.

Question #21: *The draft contract states in Articles 19.3.1 and 19.3.2 on Third Party IPR and COTS, that the Contractor shall ensure that the right of sublicense is granted to the Agency for such IPR.*

It must be noted that, in general, it is not possible to guarantee the rights of sublicense for Third Party IPRs, including in particular COTS or OSS items.

Taking this into consideration, we would kindly suggest replacing the draft contract wording in those articles to something like “the Contractor shall make all reasonable efforts to enable that the right to sublicense is granted to the Agency”.

Answer #21: The current wording of Articles 19.3.1 and 19.3.2 as included in the draft FWC is confirmed.

Question #22: *In Article 25.5.9, the draft contract refers to Article 49 on Dispute Resolution, as a mean to resolve potential disagreements. However, in the draft contract there is no Article 49 nor is there any other article seemingly devoted to deal with such matter. Can you clarify?*

Answer #22: The inclusion of Article 25.5.9 in the draft FWC is an error and the article is hereby removed. See corrigendum no.6.

Question #23: *Please clarify the expected performance figure stated as TBC in EWS-PC-SEC-292.*

Answer #23: The availability of the EWS-PC should be the one reported in the unclassified technical specification (TEC-1 in CISL) requirement EWS-PC-PERF-0001.

Question #24: *Please clarify the external entity addressed by EWS-PC-SEC-804.*

Answer #24: No external entities have to be considered involved in the requirement. The requirement is referring to alarms for the EWS-PC operators, in order to react to the events specified in it.

Question #25: *Please clarify the understanding of EWS-PC-SEC-863 which seems to be duplicated and with different scope.*

Answer #25: See updated requirement EWS-PC-SEC-863 in Corrigendum 6.

Question #26: *Please clarify the role of the EWS-PC in the external interface in EWS-PC-SEC-809 and EWS-PC-SEC-349.*

Answer #26: The role of the EWS-PC in the context of requirement EWS-PC-SEC-809 is related to the secure distribution of the EWMR to RLSP.

The role of the EWS-PC in the context of requirement EWS-PC-SEC-349 is related to the communication with EWS-ADP users, as to guarantee that the information specified in the requirement is distributed to the users securely and in time.

Question #27: Please confirm which inputs and how will they be received in order to achieve EWS-PC-SEC-696.

Answer #27: See updated requirement EWS-PC-SEC-696 in Corrigendum 6.

Question #28: *Please clarify the non-real-time data received from GMS and expected interface details ([EWS-PC-PERF-0008]).*

Answer #28: This information is provided as per RD1 (GAL-ICD-GLI-GMS-A0375_14.3) of the EWS-PC unclassified technical requirement (TEC-1), via RLSP provided as part of this Clarification Note.