

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	IFB Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
A.1	Book II Part II Contract Special Provisions Article 6.3, Article 7	<p>Contract Special Provisions Art. 6.3, Type of Contract is stating:</p> <p>The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract. The total Contract price is inclusive of all expenses related to the performance of the present contract.</p> <p>Can the Purchaser please add price adjustment clause into the Contract Special Provisions to take into account inflation and extraordinary OEM price developments?</p>	<p>Please view Book II Part II Special Provisions. The following article has been incorporated: Article 42 Standard Economic Price Adjustment Clause.</p> <p>Bidders should note: By including this EPA Clause, Bidding Sheets have been revised to reflect the EPA formula. Book I Pricing Sections 3, 4 and Annex provide information and instructions.</p>	AMD 2
A.2	Book II, Part IV SoW REQ 80	<p>"Remote technical assistance shall be provided at the request of the Purchaser and in the form of provision of subject matter expert by the Contractor's workforce, fully qualified to answer detailed engineering and technical questions regarding the function, performance, design and resolution of incidents and problems of the products in scope of this Contract." is identified as "REQ.80" but placed in the document between REQ 76 and REQ.75 while there is another REQ.80 further down in the document.</p> <p>Can the Purchaser please clarify requirement numbering?</p>	NCIA confirms there are 2 REQ 80 and this has been corrected. Please consider the first iteration of REQ 80 as part of the REQ 76; hence no further numbering changes are required.	AMD 2

A.3	Book II Part II Contract Special Provisions Article 22.1 And Book I –Bidding Instructions	In article 22.1 the NCI Agency refers to a "Project Management Plan" while such a document is not part of the deliverables in Book I- Can the Purchaser please confirm that the Contractor do not need to deliver a Project Management Plan as part of his proposal?	NCIA corrects Article 22.1 removing the term Project Management Plan.	AMD 2
A.4	Book II Part II Contract Special Provisions Article 29 Liquidated Damages	Can the Purchaser please confirm that reference should be made to both SoW REQ 99 and SoW REQ 100 so that service penalties are only applied when a KPI is breached?	NCIA clarifies that only the higher value penalties are applicable per each supporting element.	Closed
A.5	Book II Part II Contract Special Provisions Article 29 Liquidated Damages	Can the Purchaser please confirm that the liquidated damages as per article 29 (CSP) are effectively the service penalties described in the SoW section 4.3?	NCIA confirms as stated in SP 29.2 "The actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser per Section 4.3 of the Statement of Work (REQ 100 Service Penalties) shall apply in which a percentage of the total CLS annual value shall be deducted from total payment amount for each Payment Event as scheduled in the "Invoices and Payment Terms" Clause of these Contract Special Provisions."	Closed
A.6	Book II Part II Contract Special Provisions Article 38	The LD scheme is very unbalanced. Applying LDs on the <u>total</u> CLS annual value for a breach of for instance one single KPI for one specific site for a specific service is disproportional. The LDs should be linked to the actual breach for the specific KPI on the specific site for the specific service and not to the total CLS annual value. Can the Purchaser please review?	<p>NCIA clarifies that the current LDs are tailored to this contract, and while based on the total CLS annual value, they are limited (0.1%, 0.25%, or 0.01%) and specific. The impact assessment of a HW failure can not be limited only to a specific site and/or a specific service as requested by the bidder, since a HW failure can have impact on a much wider aspect. Hence, the financial impact is calculated against the total cost of the CLS cost, which after all, is a stable financial reference for the calculation of SPs.</p> <p>Consistency across the scope has been applied and proportionality has been taken into consideration, having reasonable percentages of the total cost as SPs.</p>	Closed

A.7	Book II Part II Contract Special Provisions Article 19.12	Can the Purchaser please clarify and update the payment milestone table as many CLINs are not present?	Article 19.12 Payment Events Schedule is based on the identified CLIN as stated in the table for the Base Year and Option Years. For example, Base Year 2023/2024 states CLIN 6.1 for CLS Progress Review Meeting. The Bidding Sheets identifies the quantity of 4 per year; 25% is stated to be paid at the CLS Progress Review Meeting which will total 100% of the value of the contract for that year.	AMD 2
A.8	Book II Part II Contract Special Provisions Article 29 Liquidated Damages	Can the Purchaser please further define "HW replacement" (table in article 29.2) to clarify acceptance?	NCIA Clarifies that under the support contracts, it is expected that HW replacement will take place, in case HW is failing and not performing as planned and designed. For example, application of provisions of CISCO Smart Net Total Care Service.	Closed
A.9	Book II Part II Contract Special Provisions Article 29.3	Can the Purchaser please consider to decrease the maximum LD from 15% to 5%?	NCIA agrees and changes the maximum LD to 5%.	AMD 2
A.10	Book II Part II Contract Special Provisions Article 30.1.1	It is stated that the contract can be terminated for default if the breached tickets exceeds 5% based on the KPIs as stated in section 3.1 of the SoW. The Contractor does not have access to the ITSM platform – how can this in practical circumstances be applied?	NCIA clarifies that this KPI is not referred to the ITSM internal tickets, rather to the KPIs for the level of support mentioned in the SoW. This performance will be reviewed during the performance review meetings on a regular basis.	Closed
A.11	Book I Bidding Instructions Annex B-13	Can the Purchaser please clarify the purpose of the following elements of the table: <ul style="list-style-type: none"> • EXPECTED DATE OF RELEASE OF REQUIRED SECURITY CLEARANCE • DESIGNATION PERIOD 	NCIA clarifies this Annex is required in order to determine if Key Personnel holds a current Security Clearance. As per Book I Section 1.9.4 "Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder"	Closed

A.12	Book I Section 2.3.1	Bid Closing Date requested until 18 April 2023.	NCIA will grant the Bid Closing Date Request until 18 April 2023 at 13:00 CET.	AMD 2
A.13	Book I	It is requested for the Bid Closing Date to be amended to 28 April.	Please see response to A.12.	AMD 2

PRICE				
Serial Nr	IFB Section Ref.	Bidder's Question	NCI Agency's Answer	Status
P.1	Book I Bidding Instructions Annex A 1 – Bidding Sheets CLIN Summary sheet, CLIN 4.1	Can the Purchaser please correct the discrepancy between the 3 labour roles as identified in the SSS and the 4 labour roles as indicated in SoW Section 3.5 and Section 6 are requested?	Correction to the Bidding sheets has been made, at CLIN 4.1 : 550 days on-site technical support and consultancy (1xNetwork Engineer, 1xDSMS Engineer and 1 IT(IaaS)&PaaS Engineer). The Network Engineer will be a dedicated person. The DSMS Engineer will be a dedicated person. The role of IT(IaaS) and PaaS Engineer, can be exercised by the same physical person, with much stronger orientation and gravity to IaaS.	AMD 2
P.2	Book I Bidding Instructions Annex A 1 – Bidding Sheets CLIN Summary sheet, CLIN 4.1	Having 4 labour roles identified in the SoW, more than the 3 identified labour roles in the SSS, can the Purchaser please increase the expected number of days (currently 550) in CLIN 4.1 accordingly?	Please see response for P.1	AMD 2
P.3	Book I Bidding Instructions Annex A 1 – Bidding Sheets CLIN Summary sheet, CLIN 4.1	Can the Purchaser please confirm the expected distribution of days out of the indicated days total (currently 550) over the 4 different identified labour roles?	NCIA confirms: 1 Network Engineer: ~185 days 1 DSMS Engineer: ~185 days 1 IT(IaaS)&PaaS Engineer: ~180 days	CLOSED
P.4	Book I Bidding Sheet	Please confirm if the number of labour roles in the bidding sheets are correct or should the quantity be increased per the number of roles identified in the SoW?	Please see response for P.1	CLOSED

TECHNICAL				
Serial Nr	IFB Section Ref.	Bidder's Question	NCI Agency's Answer	Status
T.1	Book II Part II Contract Special Provisions Article - 13 Obsolescence Replacement Book II Part IV - SoW Section 2.1 Hardware Book II Part IV - SoW Section 2.2 Software-Licenses	Can the Purchaser please confirm that the Contractor will have access to the NATO CMDB or is it expected that the Contractor will maintain an external CMDB?	NATO CMDB capability can be used by the Contractor by having a permanent representation of Engineers on-site, which is part of the CLS requirements.	CLOSED
T.2	Book II Part II Contract Special Provisions Article - 13 Obsolescence Replacement Book II Part IV - SoW Section 2.1 Hardware Book II Part IV - SoW Section 2.2 Software-Licenses	Can the Purchaser please confirm that the Contractor will have external access to the NATO ITSM platform for incident management?	NATO ITSM is running on restricted access environment. ITSM can be used by the Contractor by having a permanent representation of Engineers on-site.	CLOSED

T.3	Book II Part IV – SoW Section 3 [9]	Can the Purchaser please further elaborate on how change management activities related to services under the NCI CLS contract will be communicated to the Contractor?	Change management is a responsibility of the Purchaser and the related activities will be handled by the on-site Contractor engineers and communicated during the Contract Performance Review Meetings.	CLOSED
T.4	Book II Part IV – SoW Section 3 [9] REQ 50	Can the Purchaser please confirm that the responsibility for all software accreditation is with the Purchaser?	NCIA Confirms that the responsibility for software accreditation is with the Purchaser, but the Contractor has the obligation to support the Purchaser, as mentioned in Section 3.4 of the SoW.	CLOSED
T.5	Book II Part IV – SoW REQ 14	Can the NCI Agency please confirm that the correct reference is Appendix A, and not Appendix B?	NCIA Confirms. Editorial mistake.	AMD 2
T.6	Book II Part IV – SoW REQ 17	Can the NCI Agency please confirm that the correct reference is Appendix A, and not Appendix B?	NCIA Confirms. Editorial mistake.	AMD 2
T.7	Book II Part IV – SoW	It is the Bidders understanding that this requirement is related to Cisco. Please confirm	It is applicable to the whole scope of the vendors involved. If those specific references (Advanced or Expert Certification either as a Value Added Reseller (VAR) or as a Service Provider Partner) are not applicable to all	CLOSED

	REQ 24		vendors, same level equivalents can be applied.	
T.8	Book II Part IV – SoW REQ 32	If the Purchaser has specified the OEM support agreements, manages Level 1 to 3 activities, utilizes NATO trouble ticketing system, and the Contractor is not permanently onsite, please explain how it is intended that the Contractor shall be measured against the SLA as per SoW?	The Contractor will be measured against the KPIs of the contract, not the KPIs of the internal ITSM ticketing system. Furthermore, the Contractor will have a permanent on-site representation via the on-site Engineers.	CLOSED
T.9	Book II Part IV – SoW REQ 38.	Can the Purchaser please further define the levels of support requested from the Contractor since IOS/firmware updates/upgrades/patches would normally be performed by the Purchasers Level 2/3 support?	The Contractor will have permanent on-site representation, part of the level 2/3 support.	CLOSED
T.10	Book II Part IV – SoW REQ 38.	Can the Purchaser please confirm that the relevant Release Management process and workflows related to IOS/firmware updates/upgrades/patches will be made available to the Contractor?	NCIA confirms.	CLOSED
T.11	Book II Part IV – SoW REQ 69	Can the Purchaser please further clarify if the mentioned IT Service Management and Knowledge Management portal is expected to be an extension of the existing NCIA portal?	The content management is under the Contractor's responsibility.	CLOSED

T.12	Book II Part IV – SoW REQ 72	Can the Purchaser please clarify if the Contractor will have access to the NATO ITSM platform for incident management or if the Contractor will manage their own ?	The Contractor will have access to the NATO ITSM platform via contractor's on-site Engineers.	CLOSED
T.13	Book II Part IV – SoW REQ 78 REQ 79 REQ 123	Can the Purchaser please confirm the expected workload/availability of the CTA/TL required as PoC?	The CTA/TL is not expected to be fully dedicated to the Contract, but expected to fully exercise the assigned duties, be available during the Performance Review Meetings and available on an ad-hoc basis according to the defined duties and expectations of the Purchaser, defined in the SoW.	CLOSED
T.14	Book II Part IV – SoW REQ 122 REQ 123	Can the Purchaser please confirm the bidders understanding that the Network Engineer required in REQ 122 and the Customer Technical Advocate / Tech Lead (CTA/TL) identified in REQ 123 can be the same individual?	If competencies are overlapping and all requirements are met, then both roles (CTA and Network Engineer) can be performed by the same individual, but not preventing the Network Engineer to perform thier full scope of duties.	CLOSED