Clarification Note # 6
GSA internal reference: 254070
Procurement procedure: GSA/OP/08/19
Security Monitoring services to the GSA

Question #29: In section 2.6.3.6 in Annex I.1 (Lot 1: ‘Technical terms of Reference and Simulation Exercise’), it is stated: “the GSA will activate this WP 2 for three (3) weekly shifts every three (3) months. It is the tenderer’s responsibility to ensure that every operator in the proposed pool is allocated equal shift time during the year, with each operator having followed as a minimum six (6) weekly shifts every twelve (12) months”. Are these weekly shifts in consecutive weeks and how many operators are activated each time for this activity? (i.e. one, two or the three operators considering the minimum requirements of the section 3.2)?
Answer #29:
The shifts will be always full-week shifts. The GSA will activate the shifts as consecutive or non-consecutive weekly shifts depending on the need to maintain the operators’ expertise up-to-date. The same argument applies for the number of operators which can be 1 or more depending on the situation. It is for the contractor to manage its pool of operators in order to avoid having difficulties where multiple activations are required in parallel for consecutive shifts. The minimum requirement in section 3.2 is the amount considered as minimum for the proper performance of the task; it is to the tenderer’s discretion to propose another pool of operators whilst complying in parallel with the minimum requirements.

Question #30: The title of WP2 “OPERATIONAL SUPPORT TO THE GSMC SECURITY MONITORING MISSION” in Annex I.1 (Lot 1: ‘Technical terms of Reference and Simulation Exercise’) suggests that this WP will cover for the 24/7 position support, however in its content it is mentioned to “build a pool of operators available on short-term notice”. The title for WP5 “REINFORCEMENT OF THE GSMC SECURITY MONITORING MISSION” appears to match better the task of building a pool of operators and it is mentioned that it will cover for “the provision of one (1) 24/7 position, running under the GSMC 24/7 shift rotation work scheme”. This results in an apparent contradiction between WP title and its content. Could you confirm the current match of WP titles and their description or alternatively swap them?
Answer #30:
The difference between the WPs is that WP2 is activated for contingency situations, meaning on GSMC request, hence “available on short-term notice”, while WP5 refers to the same type of operators performing the same tasks but on a permanent basis, hence “running under the GSMC 24/7 shift rotation work scheme”. This is not put into question by the titles of the work packages. In any event, in case of doubts, it is the description of the content of work packages which matters and not their titles.
**Question #31:** What tools are currently used within the GSMC SOC (Security Operations Centre) (e.g. SIEM) and to what extent is experience on tools required from day 1 of the Contract?

**Answer #31:**

The tools used by the GSMC and relevant for performance of tasks of lots 1 and 3 are in particular the ones referred to in the qualitative award criterion Q1.5 of the Annex I.3 (Lot 3: ‘Technical terms of Reference and Simulation Exercise’).

The experience on these tools will be assessed under award criteria which refer to level of knowledge of such tools, namely Q 1.1 of lot 1 (Annex I.1) and Q 1.5 of lot 3 (Annex I.3).

**Question #32:** For WP5 of Annex I.1 (‘Lot 1: Technical terms of Reference and Simulation Exercise’), would a solution based on a secure remote service (e.g. only screen sharing) be acceptable to GSA?

**Answer #32:**

Please refer to section 2.6.6.2(a) of Annex I.1 (Lot 1: ‘Technical terms of Reference and Simulation Exercise’) for the place of performance; the service must be performed only at those locations indicated.

**Question #33:** With regard to section 2.6.6.3 in Annex I.1 (‘Lot 1: Technical terms of Reference and Simulation Exercise’) and the requirement that a roster pattern should be compliant with the GSMC Internal Rules for Shift Work, is it possible for GSA to provide the current roster that is in use at the GSMC site (after proper deletion of personal information, if required) or a sample thereof?

**Answer #33:** Please refer to at the end of this Clarification #6.

**Question #34:** With regards to the Annex I.D.1 (‘Template Financial Table of Answers (Lot 1) _Corrigendum’), tab 1 (‘Table 1 - Single Unit Price’), for some items in this tab, the duration of the assignment is stated as ‘up to 1 week’. Since the rates are all inclusive, they may also include non-daily travel costs. When covering these costs in the rates, rates will differ if we assume ‘up to 1 week’ to be e.g. 5 working days as compared to e.g. 1 working day. Can GSA confirm that future requests using the ‘up to 1 week’ rates will actually be for 5 working days? If not, what does GSA consider a fair assumption as the average duration of such requests?

**Answer #34:**

The notion of ‘up to 1 week’ shall be considered as up to 5 consecutive calendar days for tasks 1.2 and 1.5, in the space of a 7-day week. There is no minimum level of activation days for any of the tasks with the only exception made for WP2 in section 2.6.3.6 of Annex I.1 (Lot 1: ‘Technical terms of Reference and Simulation Exercise’).

For information purposes only, the GSA has activated Task 1.2, in a 1-year duration in the past, as follows:

1. 2 periods of 14 consecutive calendar days (i.e application of ‘all-inclusive rate 2’ for more than one week);
2. An average of 3 consecutive calendar days per activation request (i.e. application of ‘all-inclusive rate 1’ for up to one week).
Concerning Task 1.5, since it is a new task, no information can be given in terms of its past activation pattern, however you can refer to the simulation exercise for an estimated indication of the number of activations.

**Question #35:** With regard to the document I.D.1 (‘Template Financial Table of Answers (Lot 1)_Corrigendum’), tab 1 “Table 1 - Single Unit Price”, for some items in this tab, the duration of the assignment is stated as ‘up to 6 months’. Since the rates are all inclusive, they may also include non-daily travel costs. When covering these costs in the rates, rates will differ if we assume ‘up to 6 months’ to be e.g. 40 working days as compared to e.g. 1 working day. Can GSA confirm that future requests using the ‘up to 6 months’ rates will actually be for at least 20 working days?  

**Answer #35:** The GSA cannot commit to a minimum level of activation days for any of the tasks with the exception made for the WP2 under the section 2.6.3.6 in Annex I.1 (‘Lot 1: Technical terms of Reference and Simulation Exercise’). However, for tasks 1.3, 1.4 and 1.5 of Lot 1, the GSA estimates that “up to 6 months” will usually amount to at least 20 consecutive working days. However, as previously stated, this can only be considered as an assumption and not a commitment. 

For information purposes only, the GSA has activated Task 1.3 in the past on an annual full-time basis (i.e. 220 working days). Concerning Task 1.4, since it is a new task, no information can be given in terms of its past activation pattern but GSA estimates to follow the same activation duration as in Task 1.3. Further, please refer to the simulation exercise for an estimated indication of the number of activations.

**Question #36:** With regards to the Annex I.D.1 (‘Template Financial Table of Answers (Lot 1)_Corrigendum’), tab 1 “Table 1 - Single Unit Price”, for some items in this tab, the duration of the assignment is stated as ‘more than 1 week’. Since the rates are all inclusive, they may also include non-daily travel costs. When covering these costs in the rates, rates will differ if we assume ‘more than 1 week’ to be e.g. 40 working days as compared to e.g. 6 working days. Can GSA confirm that future requests using the ‘more than 1 week’ rates will actually be for at least 20 working days?

**Answer #36:** Please refer to answer #34.

**Question #37:**  
With regards to the Annex I.D.1 (‘Template Financial Table of Answers (Lot 1)_Corrigendum’), tab 2 “Table 2 - Single daily rate”, it is stated that the personnel would be entitled to a “single daily rate”, plus the daily subsistence allowance and accommodation costs as defined by the GSA mission rules. Can the GSA confirm that personnel will also be entitled to travel costs as defined by the GSA mission rules and that these travel costs will be expenses on top of the “single daily rate”?

**Answer #37:** Confirmed. Please refer to Article I.4.2.3 of the draft Framework Contract (Annex II) for further information.
**Question #38:**
What kind of Siem programme is being operated in the GSMC site (e.g. Splunk, QRadar or other) and is there a (mid- or long-term) project to change the SIEM?

**Answer #38:**
Please refer to question #31 here-above. There is no information available for a mid- or long-term project to change the SIEM.

**Question #39:** Can you please reconsider in Annex I.D.3 (‘Financial table of answers (Lot3) _Corrigendum’), in tab 3 “Table 3 - Price of sim.exercise”, in the cells D24 to N24, the formula by taking the average of the prices instead of the sum of the prices? If the formula is using a sum, the impact in the total number of activation is 16750 (instead of 3350 by using the average), so the total price ends up raising to an 8 digit figure as according to our estimation it compromises the validity of the financial grid?

**Answer #39**
The formula in cells D24 to N24 is correct because it reflects a realistic purchase scenario and, therefore, the amounts which the GSA estimates that it may pay for the services. Please refer to replies to questions #11 and #17. Please note that the tab 3 “Table 3 – price of sim.exercise” is used only for evaluation purposes.

**Question #40:** With regard to Lot 3, is remote work allowed or possible for each location and task and if yes, kindly define for which tasks it is allowed.

**Answer #40:**
By default, remote work is not possible due to the nature of the tasks.

**Question #41:** With regard to Lot3 and the all-inclusive rate 1 (‘WP2 – up to 6 months) in Annex I.D.3 (‘Template Financial Table of Answers (Lot 3) _Corrigendum’), can we receive as an indication, a split of activations per tasks only for France?

**Answer #41:**
The activations of tasks for other locations other than in GSMC-FR location will be exceptional. It is not possible to have a split per task and location. The number of activations in the Annex I.D are indicative and they do not constitute a commitment by the GSA.

**Question #42:** In Annex I.3 (‘Lot 3: Technical terms of Reference and Simulation exercise’) in section 2.3.1, it is stated: “For some WPs tenderers will be required to provide CVs of the proposed team members. If these CVs have already been provided to the GSA, then tenderers can simply refer to the relevant CVs and will not be required to provide these CVs again”. Is this option only valid for a tenderer answering for several lots or is it also valid for an existing Contractor of GSA that provided the CV in the past?

**Answer #42:** This option is only applicable when a tenderer submits a tender for more than one lot of the present procurement procedure.
Question #43: In the Annex I.3 (‘Lot 03 – Technical terms of Reference and Simulation exercise’), in section 2.3.2, the expected content for WP1 is limited to 2 pages, and in section 2.3.3, the expected content for WP2 is limited to 14 pages. Does this correspond only to the qualitative award criteria Q3.1 and Q3.2 and the qualitative award criteria Q1 and Q2 are not included in this limit of pages? And is there a total number of pages expected (without annexes)?

Answer #43: The limitations of pages apply only to parts of the proposal related to Q3.1 and Q3.2. For the part of proposal referring to the qualitative award criteria Q1 and Q2, there is no limit of pages. Similarly, there is no expected maximum total number of pages of the whole proposal.

Question #44:
The Framework Contract (FWC) has the following condition under Article I.15.2 “Any dispute between the parties in relation to the interpretation, application or validity of the FWC, which cannot be settled amicably, shall be brought before the French-speaking courts of Brussels.” On the other hand, the Invitation to tender is in English and the tender shall also be submitted in English, as set out in the invitation to tender under section 4.5.1 “Tenders shall be drafted in one of the official languages of the European Union, preferably ENGLISH.” Is there a particular reason for emphasizing the French language of the courts of Brussels and would the English language also be applicable for potential disputes before the courts of Brussels as the translation of documents into French involves a great deal of effort for the tenderers. Last, is it possible to submit English documents to the courts of Brussels?

Answer #44: The French-speaking courts of Brussels are emphasised only in opposition to Dutch-speaking courts of Brussels. As a general rule, the procedure before the French-speaking courts of Brussels is held in French language. The GSA cannot give any binding indication whether these courts would accept English documents.

Question #45:
In the draft Framework Contract (Annex II) (FWC), different variants of the term ‘day’ are mentioned in several articles, as follows:
(i) ‘man day’ (Article I.5); (ii) ‘working day’ (Article I.3; Article I.5; Article 2); (iii) ‘travel day’ (Article I.4.2; Article II. 1); (iv) ‘calendar day’ (Article I.14; Article II. 1); (v) ‘business day’ (Article II. 1); (vi) ‘mission day’ (Article II. 1; Article II.1); (vii) ‘day’.
According to Framework Contract (FWC) under Article II.1, the following day variants are defined:
(i) ‘day’; (ii) ‘travel day’; (iii) ‘business day’; (iv) ‘mission day’.
According to Framework Contract (FWC) under Article I.5 the following day variant is defined: (i) man day.
For the day variants (i) working day and (ii) calendar day there are no definitions.
- Please define the missing day variants ‘working day’ and ‘calendar day’
- Please describe the differences between the following different terms (i) ‘working day’; (ii) ‘calendar day’; (iii) ‘business day’ and (iv) ‘day’;
- Is it possible to reduce the multitude of terms to the most important ones (such as in maximum 1 or 2 terms)?

**Answer #45**

With regard to the first and second part of the question:

- The term ‘working day’ has the same meaning as the term ‘business day’, as defined in Article II.1 of the draft FWC;
- The term ‘calendar day’ has the same meaning as the term ‘day’, as referred to in Article II.1 of the draft FWC.
Annex 1 – Indicative GSMC shift pattern

**SHIFT DETAILS**
(8 week pattern)

**Week days (4h overlap)**
- Morning shift: 07:00 - 15:30 (08h)
- Evening shift: 11:00 - 19:30 (08h)
- Night shift: 19:00 - 07:30 (12h)

**Weekend days**
- Day shift: 07:00 - 19:30 (12h)
- Night shift: 19:00 - 07:30 (12h)

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
<th>Week 5</th>
<th>Week 6</th>
<th>Week 7</th>
<th>Week 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>S</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>S</td>
</tr>
<tr>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>S</td>
</tr>
<tr>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>S</td>
</tr>
<tr>
<td>29</td>
<td>30</td>
<td>31</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>S</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>S</td>
</tr>
<tr>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>S</td>
</tr>
<tr>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>S</td>
</tr>
</tbody>
</table>

Only the following lines should be taken into account: [M], [E], [1] and [2].

--End of document--