

# SSA-D Appendix 7

Total price and pricing provisions

# Contents

1. Ge		neral Provisions		
	1.1.	Res	ponsibility for prices	3
	1.2.	Pric	ing models	3
	1.2.	1.	Fixed price	4
1.2.2 1.2.3		2.	Unit/batch price	4
		3.	Fixed hourly rates and time and material	4
2.	Agreed p		rices for platform services	4
	2.1.	Sum	nmary of services and pricing models	4
	2.2.	Pric	es for changes and projects	5
	2.2.	1.	General	5
	2.2.	2.	Standard catalogue items	5
	2.2.	3.	Priced optional deliverables	5
3.	Pric	ce adjustments		
	3.1.	Adju	ustment of fixed prices and unit prices	6
	3.2.	Adju	ustment of hourly rates	6
4.	Invoicing		7	
4	4.1.	Invo	picing and terms of payment	7
	4.1.	1.	Invoicing address	7
	4.1.	2.	Labelling the invoice	7
4	4.2.	Exp	enses and disbursement	8
	4.3.	Free	e station	8
	4.4.	Tra	/el	8
5.	Invo	bicing	gdates	8
	5.1.	Ope	rational services and other services	8
ļ	5.2.	Esta	blishment project	9

<u>Instruction to Bidder</u>: Text in (blue) < italic > contains instructions to Bidder as to how this document shall be filled out and completed by the Bidder. The Bidder's response shall be made in the colour blue. Any mark-ups beyond the requested response shall be made in Appendix 8. Note that all instructions shall be kept.

# 1. General Provisions

# 1.1.Responsibility for prices

This appendix specifies the monthly fixed service fees, unit prices and other prices that apply to the delivery of the operational services. This Appendix also set out the rates for the purchase of optional deliverables and other additional/supplementary purchases. The Appendix outlines the overall price models used for the operational services in the scope of this Agreement.

Prices are in Norwegian kroner (NOK), excluding VAT. The Contractor is responsible for ensuring all priced deliverables and items are correct and complete. Potential errors should be interpreted in the Customer's favor.

The stated monthly operational fixed fee includes all deliverables necessary to deliver the services per the agreed requirements and specifications. All items that are not explicitly excluded from the Contractor's monthly operational fixed fee are considered to be included. If the Contractor's rates are based on discounts and / or premiums, the Contractor is responsible that the prices stated in the Agreement are correct and converted into net prices. Discount rates and premium percentages are directly related to the relevant price table.

If the Contractor's prices can be adjusted according to quantity/volume, the Contractor is responsible for the quantities/volumes stated in the Agreement are correct and complete.

To the extent potential vagueness in the pricing still applies after considering these general provisions and other specifications of the prices in the Agreement, such vagueness should be interpreted in the Customer's favor. Even if services or other pricing elements have been left out of this appendix, the Contractor is responsible for and is not exempt from providing complete services according to the terms and conditions of the Agreement without increasing the price/fees. Any input cells for price entry left blank will be interpreted as an item offered at a price zero.

The project-related fees in this Appendix are binding for the establishment project (Appendix 4).

# 1.2. Pricing models

The Customer suggests the following preferred combination of pricing models as the basis for pricing the projects, services, and other deliverables:

- Fixed-price incl. establishing the operating platform and operation
- Unit/batch price for options and extensions, additional equipment
- Hourly rates and time and material primarily for extensions and additional work

The Contractor may suggest another pricing model according to standard prices and appropriate pricing for this contract, however the prices shall also be provided in the suggested structure.

1.2.1. Fixed price

Fixed agreed price for one or more services over a period (month, quarterly, per year, or for the entire agreement period) or a fixed price for a standardized service.

The Customer shall pay 100% if the deliverables are provided in accordance with agreed scope, quality, and time.

Suppose a service charge is to be calculated by reference to a fixed price charging mechanism, and the relevant service commences on a day other than the first day of a month and/ or ends on a day other than the last day of a month. In that case, the fixed charge for the relevant service period shall be prorated based on the proportion which the number of days in the month for which the service is provided bears to the total number of days in that month.

1.2.2. Unit/batch price

A fixed price for a unit (e.g., server, database, user, etc.) or multiple units (batch). The unit price may vary according to volume based on price elasticity.

Unit prices are stated as daily, weekly, or monthly prices.

The Customer shall pay 100% of the units consumed if the deliverables are provided in accordance with the agreed scope, quality, and time.

#### 1.2.3. Fixed hourly rates and time and material

Deliverables priced according to hourly rates or time and material are agreed upon per deliverable.

The Customer shall pay 100% of the used time and material, provided that the deliverables are provided according to the agreed scope and quality, and provided that the hours worked by each consultant are within the limitations with respect to working hours according to applicable law and tariff agreements in the relevant jurisdiction, in addition to any agreement applicable to the individual consultant's employment. The provisions of the Agreement are the basis for any deductions.

# 2. Agreed prices for platform services

# 2.1. Summary of services and pricing models

The following is an overview of the pricing models applied on the various services and deliverables as specified in the agreement. The total price for the contract includes the following three elements:

1. Establishment project

< The estimated price for the establishment project based on the activities to be conducted in the establishment phase, as outlined in Appendix 4. The price for establishing the platform shall be specified here based on the stated prices, volumes, and assumptions >

## 2. Service operations

< The estimated price for the entire Agreement period of 3+1+1+1+1+1+1+1 years shall be specified here based on the stated prices, volumes, and assumptions >

## 3. Other work (changes orders, projects, and options)

< The estimated price for any change orders, projects, and options if any shall be specified here based on the stated prices, volumes, and assumptions >

# 2.2. Prices for changes and projects

## 2.2.1. General

Unless otherwise agreed, standard changes prices, agreed hourly rates, and agreed unit and volume prices apply for changes and projects (including options to be considered) ordered by the Customer.

## 2.2.2. Standard catalogue items

< The Bidder shall specify unit prices for standard catalogue items for Contractors own offered standard services, maintenance, and management, including sub-contractor services, maintenance, and management.>

< The Customer primarily wants to buy an operational platform service where the Contractor shall optimize the platform. Unit pricing with standard catalog items shall support this. The Bidder is required to specify standard catalog items here or in an Annex to this Appendix. >

#### 2.2.3. Priced optional deliverables

#### Sample evaluation of Options to be considered

Based on the Contractor's price list for these catalog items, the Customer requests the cost of the following sample optional deliveries to be used for evaluation purposes:

- 6 standard virtual Windows servers, each with 2 virtual CPUs and 64 GB Memory, 400 GB disk partition of SSHD-type (virtual) for OS in the Production/Staging lifecycle
- 2 high-performance virtual Windows servers, each with 4 virtual CPUs and 512 GB Memory, 1 TB disk partition of SSD-type (virtual) for OS in the Production/Staging lifecycle
- 2 standard virtual Windows severs, each with 4 virtual CPUs and 64 GB Memory, 400 GB disk partition of SSHD-type (virtual) for OS in Test lifecycle
- 20 TB of "hot" storage

### • 50 TB of "cold/archived" storage

< The Bidder shall specify, and detail offered price for optional deliverables for the provided scenario >

#### Hourly fees

For evaluation purposes of optional deliveries, Vegfinans will evaluate 2500 hours which will be spread as follows:

- project manager 20 %
- architect 25 %
- test consultant 10 %
- technical/software/application consultant 35 %
- security consultant 5 %
- training hourly rates for preparation of change estimates/change order documents 5 %

Within each category the hours will be spread as follows: Expert approximately 25 %, senior approximately 50 %, consultant approximately 20 % and junior approximately 5 %.

< The Bidder shall specify offered price for optional deliverables for each resource category and subcategory >

# 3. Price adjustments

# 3.1. Adjustment of fixed prices and unit prices

Fixed prices and unit prices cannot be increased during the term of the contract.

## 3.2. Adjustment of hourly rates

The agreed hourly rates in this appendix may be adjusted at the end of each year but limited to a percentage corresponding to the yearly change in Average monthly earnings of all employees (table 11419) in Information and communication Statistics Norway's (SSB). The increase in the Index is found by comparing the published version of the Index in the current year with the previous publication of the Index the year before.

Price adjustment under this provision may first take place at the turn of the year that takes place later than 18 months after the signing of this agreement.

The following formula shall be used in the event of price adjustments:

F1 = F0 + F0 (1.00 (L1-L0)) / L0 where:

F1 = New price following price adjustment cf. the formula

#### F0 = Price prior to the time of adjustment

L0 = SSBs statistic on the consumer price index (Last 12 months prior to previous adjustment or service commencement)

L1 = Same statistic as set out above, but from the time of adjustment (last 12 months at the time of the adjustment)

## 4. Invoicing

# 4.1. Invoicing and terms of payment

Unless otherwise agreed, prices are quoted exclusive of VAT but inclusive of all government charges and special taxes. Any VAT is calculated and set out as a separate post on the Contractor's invoice. At the Customer's request the Contractor shall submit a declaration from the Contractor's auditor regarding correct fulfilment of the Contractor's fiscal obligations.

The Contractor shall not charge the Customer any invoicing fees of any kind and the prices shall include packing and all documents, certificates etc. relating to the deliverables.

#### 4.1.1. Invoicing address

Invoices shall primarily be sent as electronic invoices in the standard EHF format via the PEPPOL infrastructure.

Conditions for the implementation of the EHF format: The delivery of electronic invoices shall be by means of the communication method chosen by the Agency for Financial Management (DFØ) at any given time. If the communication method is changed, the Contractor will be notified six months prior to when the necessary change takes place. Invoice address:

Vegfinans AS Ingeniør Rybergs gate 99 3027 Drammen

4.1.2. Labelling the invoice

• Invoice reference: Driftsplattform

Invoices sent to the Customer without this information will be returned. A new payment deadline will then be determined based on the receipt of a correctly labeled invoice.

All invoices to the Vegfinans shall be sent to the aforementioned address. Do not forget to make a distinction between the invoice address and the delivery address when dealing with us. The Contractor shall ensure that the invoice contains a brief description of the deliverables (license fee/maintenance fee), quantity if applicable, terms of payment, terms of delivery, and price, as well as any other information required pursuant to the Agreement. The Customer has the right to return invoices that do not contain the correct information. Incorrect invoices will be returned without undue delay.

The Vegfinans' payment terms are 30 days after receipt of a correct invoice and the goods.

Payment of one or more invoices shall not be deemed to constitute approval of the invoices and shall not deprive the Customer of the right to claim that invoices are not in compliance with the Agreement or the order/order confirmation.

## 4.2. Expenses and disbursement

The Customer shall pay all customer-related disbursements and expenses that are not included in the target price/ hourly rates/ person-day rates/ unit prices without any markup.

The Customer shall approve disbursements and expenses before they occur. Unapproved disbursements will not be paid.

The Contractor shall document disbursements for the Customer by presenting a copy of the Contractor's original vouchers for the disbursement and attach these to the Contractor's invoice.

## 4.3. Free station

The Customer shall cover the costs of office space and office supplies, which shall fulfil a normal industry standard, when the Contractor's personnel is required to work in the Customer's premises.

## 4.4.Travel

Travel expenses are only to be reimbursed when the Customer has specifically requested travel. Intra-city (within city) travel will not be covered. Contractor will bear such expenses, and this should be reflected in the landed rate.

Contractor is, when travel is requested by the Customer, responsible for ordering and paying for all travel and accommodation for its personnel, arranging the necessary travel documentation, and follow the Customer travel policy and agreements. All travel-related expenses shall be reasonable and limited to out-of-pocket expenses. The Contractor shall not charge travel time, and travels shall, to the greatest extent possible, take place outside of normal business hours.

Expenses are reimbursed based on receipts. The maximum amounts are limited to rates and provisions in the Norwegian Government's Travel Allowance.

The Contractor is responsible for ordering and paying for all tickets that are to be used by its personnel and for the administration of the necessary travel documentation.

## 5. Invoicing dates

# 5.1. Operational services and other services

Both operational services and project services are invoiced monthly in arrears. Due date is 30 days after invoice is sent to the Customer.

# 5.2. Establishment project

The establishment project is invoiced according to milestones as described:

<Bidder to suggest and describe relevant payment model>