



NATO Communications and Information Agency
Agence OTAN d'information et de communication

REQUEST FOR QUOTATION

CO-115259-DCEP

REFRESH and SUSTAIN DCIS EQUIPMENT POOL

Authorisation/Serial No.

AC/4-(PP)D/28023-ADD1

2017/0CM03143



NATO UNCLASSIFIED

Acquisition Directorate

tiziana.pezzi@ncia.nato.int

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NCIA/ACQ/2020/12883

18 December 2020

To: **Distribution List**

Subject: **RFQ-CO-115259-DCEP**
PROVIDE Refresh and Sustain DCEP
Project Serial 2017/OCM03143

References: **AC/4(PP)D/28023-ADD1**

1. Your firm maintains a Basic Ordering Agreement with this Agency and has been identified as a potential source of supplies for the areas of interest. The technical specifications and contract performance requirements are set forth in the Prospective Contract attached hereto as Enclosure B.
2. You are invited to participate in a BOA competition for a contract covering this supply and you are therefore requested to submit an offer.
3. You are requested to provide fixed firm prices for items listed in the Schedule of Supplies and Services.
4. This Request For Quotation (RFQ) consists of the Bidding Instructions and the Prospective Contract. The Prospective Contract contains the Schedules and Special Provisions.
5. The security classification of this offer is "NATO UNCLASSIFIED". This Request For Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
6. Prospective Offerors are further advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for preparation costs incurred by firms or any other collateral costs if cancellation occurs.
7. You are requested to complete and return the enclosed Acknowledgement of Receipt within seven (7) calendar days of receipt of this RFQ, informing the NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.



NATO Communications
and Information Agency
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Avenue du Bourget 140
1140 Brussels, Belgium

www.ncia.nato.int



8. **THE CLOSING TIME FOR SUBMISSION OF OFFERS IS 1400 HOURS (BRUSSELS TIME) ON 18th January 2021.**
9. The reference for the RFQ is: **RFQ-CO-1152509-DCEP** and all correspondence concerning this RFQ should reference this number.
10. The NCIA point of contact for this procurement is Mr Ole Hubner, Tel. +32 (2) 707-2407, or e-mail at ole.hubner@ncia.nato.int.

FOR THE DIRECTOR ACQUISITION

Tiziana Pezzi
Principal Contracting Officer

Enclosures:

- A. Book I – Bidding Instructions**
- B. Book II – Prospective Contract**



NATO Communications
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Avenue du Bourget 140
1140 Brussels, Belgium
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**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION
RFQ-CO-115259-DCEP**

Please complete and return (as .pdf scan) within 7 working days
by e-mail to: RFQCO115259DCEP@ncia.nato.int

Date: _____

We hereby advise that we have received Request for Quotation RFQ-CO-115259-DCEP on, together with all the enclosures.

CHECK ONE

As of this date and without commitment on our part we **do intend** to submit a bid.

We **do not intend** to submit a bid (please find in return the RFQ documents/or Certificate of Destruction).

Signature

Company

BOA no.

Address

.....

.....

POC:

Tel.:

Fax:

E-mail:



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**DISTRIBUTION LIST FOR REQUEST FOR QUOTATION
RFQ-CO-115259-DCEP**

Offerors (sent separately in electronic version)

NATO Delegations (Attn: Investment Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
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The United States of America	1

Belgian Ministry of Economic Affairs 1

Embassies in Brussels (Attn: Commercial Attaché):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
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Montenegro	1
Netherlands	1
North Macedonia	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
The United Kingdom	1
The United States of America	1

Distribution for information (Blind to Potential Industrial Suppliers):

NATO International Staff

NATO Office of Resources
 Management and Implementation Branch
 Attn: Deputy Branch Chief

Director, NATO HQ C3 Staff
 Attn: Executive Co-ordinator

SACTREPEUR
 Attn: Infrastructure Assistant



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Strategic Commands *(as applicable to funding source)*

SACT Attn: ACOS C4ISR

ACO Attn: SPT CIS Director

NATEXs

All NATEXs

NCI Agency (Internal distribution)



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RFQ-CO-115259-DCEP

BOOK I

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1 INTRODUCTION

- 1.1 The purpose of this Request for Quotation (RFQ) is for the provision of equipment to support Deployable Communications and Information Systems Equipment Pool (DCEP).
- 1.2 The Participating Countries for this RFQ are listed in paragraph 2.1.6 of Section II. The Contractor shall provide and implement the performance requirements as set forth in the relevant Schedule of Supplies and Services (Book II Part I) in the manner, and at times and the place, stated in the prospective Contract.
- 1.3 This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 1.4 The security classification of this RFQ is “NATO UNCLASSIFIED”.
- 1.5 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest price technically compliant Bidder.
- 1.6 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.7 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of Section II of the Bidding Instructions entitled “Requests for RFQ Clarifications”.
- 1.8 The target date for Contract Award is April 2021.

2 GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

- 2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.3 The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.4 The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.5 The term “Contractor” refers to a firm of a Participating Country which has signed a Contract under which it will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6 The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7 The term “Purchaser” refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).
- 2.1.8 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts as defined in ACodP-1.

2.2 ELIGIBILITY

- 2.2.1 Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

- 2.2.3 The intellectual property rights to all design documentation and related system operating software shall reside in Participating Countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the Participating Countries.
- 2.2.4 Bidders are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Prime Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Prime Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Prime Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Prime Contractor” shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the e-mail address given below in paragraph 2.3.2 **before 14.00 hours (Brussels Time) on 18 January 2021** at which time and date bidding shall be closed.
- 2.3.2 Offerors are requested to submit their quotation electronically to the following email address
RFQCO115259DCEP@ncia.nato.int
- 2.3.3 The Quotation shall consist of three (3) separate subject emails:
- 2.3.3.1 For the first e-mail the subject line shall read: “**RFQ-CO-115259-DCEP– Official Bid for [company name] – Part 1 - Administrative Envelope**”. The e-mail content shall be as described in Paragraph 3.1.4(a) below, with no password protection to the file and shall be not larger than 20MB total.
- 2.3.3.2 For the second e-mail the subject line shall read: “**RFQ-CO-115259-DCEP –Official Bid for [company name] – Part 2 - Price Quotation**”. The e-mail content shall be as described in Paragraph 3.1.4(b) below, with no password protection to the file, and shall be not larger than 20MB total.
- 2.3.3.3 For the third e-mail the subject line shall read: “**RFQ-CO-115259-DCEP – Official Bid for [company name] – Part 3 – Technical Proposal**”. The e-mail content shall be as described in Paragraph 3.1.4(c) below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

- 2.3.4 Quotations which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are “Late Bids” and shall not be considered for award.
- 2.3.5 It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified quotation closing time and date. If a quotation received at the NCI Agency’s facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:
- (a) Of the content of the Quotation as originally submitted; and,
 - (b) That the unreadable condition of the quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.3.6 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are “Late Bids” and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder’s expense unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.
- 2.3.7 Consideration of Late Bid. It is the responsibility of the Bidder to ensure that the bid submission is duly completed by the specified Bid Closing time. Considering the e-bidding procedure, a Late Bid shall only be considered for award under the following circumstances:
- (a) A Contract has not already been awarded pursuant to the Request for Quotation, and
 - (b) the bid was sent to the e-mail address specified in the RFQ not later than the bid closing date and the Bidder bears no responsibility for the delay. (The Bidder shall provide evidence in order to determine the date of the email).

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the Point of Contact specified in paragraph 2.5 below and shall arrive not later than 10 days before the closing date of the bid. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

2.5 PURCHASER POINT OF CONTACT

The Purchaser Point of Contact (POC) for all information concerning this RFQ is:

Mr. Ole Hubner
E-mail: ole.hubner@ncia.nato.int

NATO Communications and Information Agency
NATO HQ
Boulevard Leopold III
B-1110 Brussels
Belgium

CC
Ms Estefania Nunez
E-mail: estefania.nunez@ncia.nato.int

2.6 REQUESTS FOR RFQ CLARIFICATIONS

- 2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.
- 2.6.2 All questions and requests for clarification must be submitted in writing through Annex D – Clarification Requests Form, by e-mail to:

E-mail: ole.hubner@ncia.nato.int

All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall arrive **not later than 14 days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3 below.

- 2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders in accordance with the provisions of paragraph 2.8 below.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Terms and Conditions

in the NCI Agency's Basic Ordering Agreement, the Technical Specifications and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

- 2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 AMENDMENT OF THE REQUEST FOR QUOTATION

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt certificate (Annex C-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.
- 2.8.3 In no case, however, will the closing date for receipt of bids be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent

successful Bidder on the basis of the bid submitted and disregard the late modification.

- 2.9.3 A Bidder may withdraw its bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

2.10 BID VALIDITY

- 2.10.1 Bidders shall be bound by the term of their bids for a period of six (6) months starting from the Bid Closing Date specified at paragraph 2.3.1 above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- (a) accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
 - (b) refuse this extension of time and withdraw the bid without penalty.
- 2.10.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.11 BID GUARANTEE

- 2.11.1 The Bid Guarantee shall be submitted by e-mail to the Purchaser either directly by a banking institution or from the Bidder e-mailing the Bid Guarantee to:

NCIAFinanceTreasuryBankGuarantee@ncia.nato.int

In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Administrative Envelope, Part I.

- 2.11.2 The Bidder shall furnish with its Bid a guarantee in an amount equal to three hundred thousand Euro (€ 300,000). The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional bid bond, i.e. Standby Letter of Credit issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a

Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO Communications and Information Agency and its legal successor.

- 2.11.3 Alternatively, a Bidder may elect to post the required Guarantee in cash (via direct bank deposit) or by certified cheque to be submitted in the Bidders Bid Administration Package. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date or as soon as possible thereafter.
- 2.11.4 “Standby Letter of Credit” as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Bidder can revoke or condition the Standby Letter of Credit. The term “Belgian financial institution” includes non-Belgian financial institutions licensed to operate in Belgium.
- 2.11.5 The following format may be used by the issuing financial institution to create a Standby Letter of Credit:

BID GUARANTEE - STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Beneficiary: NATO Communications and Information Agency,
(NCI Agency) or its legal successor
Acquisition Directorate – Attn: Mrs. Tiziana Pezzi
CO-115259-DCEP
Boulevard Leopold III, B-1110, Brussels, Belgium

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of [€ 300,000 (Three Hundred Thousand Euro)]. We are advised this Guarantee fulfils a requirement under Request for Quotation CO-115259-DCEP dated _____.

2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NCI Agency Contracting Officer that:
(NAME OF BIDDER) has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically

compliant bid, has withdrawn its Bid, or stated that it does not consider its bid valid or agree to be bound by its bid, or

(NAME OF BIDDER) has submitted a bid determined by the Agency to be the lowest priced, technically compliant bid, but (NAME OF BIDDER) has declined to execute the contract offered by the Agency, such contract being consistent with the terms of the Request for Quotation , or

The NCI Agency or its legal successor has offered (NAME OF BIDDER) the contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the contract within a reasonable time, or

The NCI Agency or its legal successor has entered into the contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the contract within the time frame required.

3. *This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on _____. All demands for payment must be made prior to the expiry date.*

4. *It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NCI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.*

5. *We may terminate this letter of credit at any time upon sixty (60) calendar days notice furnished to both (NAME OF BIDDER) and the NCI Agency or its legal successor by registered mail.*

6. *In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:*

“The NCI Agency or its legal successor has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency or its legal successor from, or on behalf of (NAME OF BIDDER), and the NCI Agency or its legal successor, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of EUR (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.

7. *The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.*

8. *Multiple partial drawings are allowed to the maximum value of this letter of credit.*

9. *Drafts drawn hereunder must be marked, "Drawn under {issuing bank} Letter of Credit No. {number}" and indicate the date hereof.*

10. *This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.*

11. *We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.*

12. *This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590*

2.11.6 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.

2.11.7 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the bid to be determined non-compliant.

2.11.8 Bid Guarantees will be returned to Bidders as follows:

- (a) to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);

- (b) to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
- (c) to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon contract execution by both parties.
- (d) pursuant to paragraph 2.10.4 (b).

2.12 CANCELLATION OF REQUEST FOR QUOTATIONS

The Purchaser may cancel, suspend or withdraw for re-issue at a later date this RFQ at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a bid in response to this RFQ.

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this RFQ to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All bidders are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

3 BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.
- 3.1.3 **The Bidder shall not restate the RFQ requirements in confirmatory terms only.** The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 **Bidders shall prepare their bid in 3 parts in the following quantities:**

- | | |
|--------------------------------------|--|
| (a) Administrative Package (Part 1): | Electronic: Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications and a PDF copy of the Bid Guarantee detailed in 3.2. <u>No</u> Password Protection. |
| (b) Price Quotation (Part 2): | Electronic: The Price Quotation shall contain one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Schedule of Supplies and Services and one (1) PDF copy of the completed Schedule of Supplies and Services as detailed in 3.3. <u>No</u> Password Protection. |
| (c) Technical Proposal (Part 3): | Electronic: The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, named as described in Section 3.4. <u>No</u> Password Protection. |

- 3.1.5 No information disclosing or contributing to disclose the bid price shall be made part of the Technical Proposal.
- 3.1.6 Documents submitted in accordance with section 3.1.4 above shall be classified no higher than “NATO UNCLASSIFIED” material
- 3.1.7 Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.8 Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.
- 3.1.9 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.
- 3.1.10 Bid language shall be English.

3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1)

- 3.2.1 The Bid Administrative Package shall include in accordance with 3.1.4(a) one ZIP file submitted by email Comprised of the required documents and one copy of the Bid Guarantee submitted directly to the Purchaser Treasury Office as explained in 2.11.
- 3.2.2 No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume.
- 3.2.3 As explained in 2.11, the Bid Guarantee shall be sent directly to the Purchaser Treasury email address specified in 2.11.1. Additionally, a copy of the Bid Guarantee shall be included in this volume. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.2.4 The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical, not electronic signatures - **set forth in Annex C** hereto, specifically:
 - (a) C-1 Certificate of Legal Name of Bidder
 - (b) C-2 Certificate of Independent Determination
 - (c) C-3 Certificate of Bid Validity

- (d) C-4 Certificate of Understanding
- (e) C-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) C-6 Acknowledgement of Receipt of RFQ Amendments (if applicable)
- (g) C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and general BOA Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001:2015 Compliance. The Bidder shall attach a copy of the company's AQAP 2110 or ISO 9001 Certification.
- (m) C-12 Disclosure of Involvement of Former NCI Agency Employment
- (n) C-12 Bid Guarantee- Standby Letter of Credit

3.2.5 Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately. **The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.**

3.2.6 Concerning Certificate C-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:

3.2.6.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

3.2.6.2 The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.

3.2.6.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the RFQ, and in rejection of the Bid, or termination

for default of the Contract if the supplemental agreement is submitted after Contract award.

3.3 PREPARATION OF THE PRICE QUOTATION (PART 2)

- 3.3.1 The Price Quotation shall be prepared and submitted in the form of the completed Schedule of Supplies and Services in accordance with RFQ Book I, Section III and Annexes A and B. No iteration of the form and pre-filled content of the Schedule of Supplies and Services is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.
- 3.3.2 This envelope must contain the following documentation and media:
- 3.3.2.1 One (1) completed as per Book I Annex B instructions. **Please note that both, CLIN Summary tab of the Schedule of Supplies and Services, as well as CLIN Price Breakdown tabs per each CLIN need to be printed as PDF and included in the Package;**
- 3.3.3 Bidders shall prepare their Price Quotation by completing the sections of the Schedule of Supplies and Services referred in paragraph 3.3.2.1 above, in accordance with the instructions specified in Annex B.
- 3.3.4 Bidders shall quote in their own national currency or in EUR. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) the currency is of a "Participating Country" in the project, and
 - (b) the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.3.5 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.3.6 The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.

- 3.3.7 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.
- 3.3.8 The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Schedule of Supplies and Services. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.3.9 When completing the Schedule of Supplies and Services, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Schedule of Supplies and Services. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Schedule of Supplies and Services is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.10 The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.3.11 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such option. Further, the NCI Agency reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.
- 3.3.12 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.3.13 Price Proposals specifying exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.3.14 The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000

using the “List of Prospective Sub-Contractors” form attached to Book I Annex C-10.

3.3.15 Bidders shall separately price the cost of Warranty. Zero values or the statement that the Bid price includes the cost of warranty are not allowed.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

3.4.1 Bidders shall submit their Technical Proposal in on accordance with the requirements of paragraphs 3.4.2 and 3.4.3 below.

3.4.2 The Technical Proposal must be in compliance of the items against those listed in the Schedule of Supplies and Services and requirements given in Sow Annex A SRS, including identifying suitability of fit form and function alternatives as applicable and matched accordingly

3.4.3 Manufacturers Datasheets

3.4.3.1 Where the Bidder is to provide an alternative product to that stated in the Schedule of Supplies and Services, which matches the requirements and is identified as such, primarily in cases of any obsolescence, the Bidder shall provide manufacturers datasheet for each item of COTS equipment it proposes where this should be a fit form and function alternative to the parts stated in the Schedule of Supplies and Services.

3.5 PACKAGING AND MARKING OF BIDS

All copies of the Administrative Package, Price Quotation, and the Technical Proposal shall be segregated and not password protected. Three emails shall be sent in accordance to Section 3.1.4 of Book I.

4 BID EVALUATION

4.1 GENERAL

4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ.

4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.

4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. Significant

omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.

- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.
- 4.1.6 The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.7 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following area: Part 2 - Price.
- 4.1.8 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

- 4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:
- (a) The Bid was received by the Bid Closing Date and Time,
 - (b) The Bid was packaged and marked properly
 - (c) The Bid was submitted in the required format
 - (d) The Bid Package contains a Bid Guarantee in the proper amount (EUR 300.000,00), proper form and for the established length of time.
 - (e) The Administrative Package contains all the requested signed originals of the required Certificates at Annex C hereto plus the bid guarantee
- 4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

- 4.2.3 If it is discovered, during the Price evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions, the Bidder may be determined to have submitted a non-compliant bid.

4.3 PRICE CRITERIA

- 4.3.1 The Bidder's Price Quotation will be first assessed for compliance against the following standards:

- 4.3.1.1 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Contractor's Schedule of Supplies and Services, in particular:

- a. Compliance with the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section (Book I, Section III) and Instructions for Contractor's Schedule of Supplies and Services (Annex B hereto).
- b. The Bidder has furnished Firm Fixed Prices for all items listed.
- c. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Schedule of Supplies and Services.
- d. Bid prices include all costs for items supplied, delivered, and supported.
- e. All prices have been accurately entered into appropriate columns, and accurately totalled.
- f. The Bidder has provided accurate unit price (where required) and total price for each line item.
- g. The Bidder has provided accurate unit price and total price of each of the sub-items it added (if any).
- h. The grand total is accurate.
- i. The currency of all line items has been clearly indicated.
- j. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III 3.3.4 are met.
- k. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- l. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).

- 4.3.1.2 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
- 4.3.1.3 The Price Quotation meets requirements for price realism as described below in paragraph 4.3.4.
- 4.3.1.4 A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.2 Basis of Price Comparison
- 4.3.2.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.3.2.2 The price comparison will be based on the offered Grand Total Firm Fixed Price which includes all **CLINs** in the Bidding Sheets.
- 4.3.3 Inconsistencies and discrepancies in bid price quotation
- 4.3.3.1 In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of precedence shall apply:
- a. Electronic Submission
 - i. Schedule of Supplies and Services Total to be Evaluated Bid Price as indicated by the Bidder
 - ii. Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s)
- 4.3.4 Price Realism
- 4.3.4.1 Otherwise successful Bidders that submit a price quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.
- 4.3.4.2 Indicators of an unrealistically low bid may be the following, amongst others:
- a. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
 - b. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.

- c. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.3.4.3 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:

- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
- c. The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.3.4.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

4.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.3.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.3.4.3(c) above, the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6 If the Bidder presents a convincing rationale pursuant to paragraph 4.3.4.3(b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4 TECHNICAL CRITERIA

4.4.1 Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.

4.4.1.1 Compliance of the items against those listed in the Schedule of Supplies and Services and requirements given in Sow Annex A SRS, including identifying suitability of fit form and function alternatives as applicable and matched accordingly.

4.4.1.2 Where the Bidder is to provide an alternative product to that stated in the Schedule of Supplies and Services, which matches the requirements and is identified as such, primarily in cases of any obsolescence, the Bidder shall provide manufacturers datasheet for each item of COTS equipment it proposes where this should be a fit form and function alternative to the parts stated in the Schedule of Supplies and Services.

5 ANNEX A – SCHEDULE OF SUPPLIES AND SERVICES – PRICE QUOTATION

[Provided under separate MS Excel File:

“RFQ-CO-115259-DCEP –Schedule of Supplies and Services.xls”]

6 ANNEX B - INSTRUCTIONS for the preparation of Schedule of Supplies and Services-PRICE QUOTATION

1. Bidders must complete and submit the Schedule of Supplies and Services with their Price per CLIN. The Contractor shall not exceed the Required Delivery Time.
2. The prices entered on the Schedule of Supplies and Services shall reflect the total items required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns and in the currency quoted.
4. The total evaluated price shall be the price of the basic Contract.
5. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.
6. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total.
7. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
8. Bidders shall not introduce any changes or deviations to the Schedule of Supplies and Services as Published by the Purchaser, unless otherwise specified.

7 ANNEX C – CERTIFICATES

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ANNEX C-1

CERTIFICATE OF LEGAL NAME OF BIDDER

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

FAX NO.: _____

BOA NO.: _____

POINT OF CONTACT (POC) REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX C-2

CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
 - (ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

NOTE: IF THE BIDDER DELETES OR MODIFIES SUBPARAGRAPH (1B) OF THIS ANNEX, THE BIDDER MUST FURNISH WITH ITS OFFER A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.

ANNEX C-3

CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of six (6) months from the Bid Closing Date of this Request for Quotation.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

I certify that

.....
.....(Company Name) has read and fully understands the requirements of this Request for Quotation (RFQ) and that the Bid recognises these requirements in total.

I also certify to the best of my expert knowledge that this Bid is within the "state of art" boundaries as they exist at the time of bidding for this project.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price quotation of this Bid exclude all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6

ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115259-DCEP have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date of Issue by the Purchaser	Date of Receipt by the Bidder

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7

**DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF
SUPPLEMENTAL AGREEMENTS**

I, the undersigned, as an authorised representative of
.....(*Company Name*), certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

2. These supplemental agreements are listed as follows:

3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see (*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see (*complete, if any*).

5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the RFQ.

6. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-8

**CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED
EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY
RIGHTS**

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, it will perform the contract subject to the following conditions:

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country (a sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)*; and
- (c) the intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

ANNEX C-9

**COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL PROVISIONS
AND GENERAL BOA PROVISIONS**

The Bidder hereby certifies that it has reviewed the Contract Special Provisions set forth in the Prospective Contract, Book II of this Request for Quotation and the Contract Provisions set forth in the Basic Ordering Agreement signed with the NCI Agency. The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and it will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this Request for Quotation.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

Name and Address of Sub-Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

If no sub-Contractors/consortium members are involved, state this here:

.....

.....
 Date

.....
 Signature of Authorised Representative

.....
 Printed Name and Title

.....
 Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2008 COMPLIANCE

I hereby certify that (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified.

A copy of the quality certification is **attached herewith**.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12

Disclosure of Involvement of Former NCI Agency Employment

The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g., draft statement of work and requirement documentation).

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.

The Bidder hereby certifies that its personnel working as part of the company’s team, at any tier, preparing the Bid:

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided below):

Employee Name	Former NCIA Position	Current Company Position

The Bidder also hereby certifies that it does not employ and/or receive services from former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who departed the NCI Agency within the last 12 months. This prohibitions covers negotiations, representational communications and/or advisory activities.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017**Article 14 PROCUREMENT AND CONTRACTORS**

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences,

inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.

- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
- 16.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational

communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.

- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

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8 ANNEX D – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	RFQ Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Amendment RFQ*
A.1				
A.2				
A.3				

* Amendment required to bid documents as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE				
Serial Nr	RFQ Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
P.1				
P.2				
P.3				

* Status: Is Amendment required to bid documents as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial Nr	RFQ Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
T.1				
T.2				
T.3				

* Status: Is Amendment required to bid documents as a direct result of the Clarification Request?

NATO UNCLASSIFIED



RFQ- CO-115259-DCEP
Provision of Deployable CIS Equipment Pool

BOOK II

THE PROSPECTIVE CONTRACT

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RFQ-CO-115259-DCEP

GENERAL INDEX

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III BOA Contract General Provisions



RFQ-CO-115259-DCEP

NCI AGENCY SIGNATURE SHEET	
1. Original Number __ of __	2. Purchase Order No.:
3. Contract Number: CO-115259-DCEP	4. Effective date: <i>see block 17</i>
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NCI Agency HQ Boulevard Leopold III B-1110 Bruxelles Tel: +32(0)2 707 8591 Fax: +32(0)2 707 8770
7. CONTRACT SCOPE: This is a firm fixed price Contract is to procure Deployable Communications and Information Systems (DCIS) Equipment Pool (DCEP) end-user equipment, composed of workstations, laptops, monitors, keyboards/mice, KVMs and deployable Video Teleconference (VTC) for use in the NATO Deployable CIS environment. The Contractor shall deliver the items specified in the Schedule of Supplies and Services in the manner and at the time and location specified in the terms of this Contract.	
8. TOTAL AMOUNT OF CONTRACT: Firm Fixed Price: [Currency] _____ Delivered Duty Paid (DDP) (Incoterms 2010)	
9. DELIVERY: See Part I – Schedule of Supplies and Services,	10. SHIP TO / MARK FOR: See Part I – Schedule of Supplies and Services Terms of Delivery: DDP to final destination; Purchaser is exempt from VAT and Customs Duties.
11. CONTRACT The Contractor agrees to furnish all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration states herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the Contractor's Basic Ordering Agreement No. [...] currently in effect with the Purchaser, and Special Contract Conditions attached to this Purchase Order.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signatory	15. Name and Title of Signatory
16. Date signed by the Contractor	17. Date signed by the Purchaser

CLIN	Description	Delivery place	Delivery Date (EDC +weeks)	SOW Reference	QTY	Unit Price	Total Price	Remarks
1	Contractor Tasks			3				
1.1	Project Management Activities	Contractor Premises	EDC+1 week	Section 3 and 7	Lot			
1.2	Draft Project Management Plan	NCIA Brussels	EDC+2 week	Section 3 and 7	1			
1.3	Final Project Management Plan	NCIA Brussels	EDC+4 week	Section 3 and 7	1			
1.4	PFE Integration	Contractor Premises	EDC+12 weeks	Section 3 and 7	Lot			
2	Supply of End User Equipment							
2.1	Batch 1	CSSC Brunsssum	EDC+12 weeks					
2.1.1	Laptops TEMPEST Level C with HDDE	CSSC Brunsssum	EDC+12 weeks	Annex-A 2.3	518			
2.1.2	Warranty		1 Year from Acceptance					
2.2	Batch 2	CSSC Brunsssum	EDC+13 weeks					
2.2.1	Desktops TEMPEST Level B	CSSC Brunsssum	EDC+13 weeks	Annex-A 2.4	259			
2.2.2	Laptops with HDDE	CSSC Brunsssum	EDC+13 weeks	Annex-A 2.3	250			
2.2.3	Warranty		1 Year from Acceptance					
2.3	Batch 3	CSSC Brunsssum	EDC+14 weeks					
2.3.1	Laptops with HDDE	CSSC Brunsssum	EDC+14 weeks	Annex-A 2.3	515			
2.3.2	Warranty		1 Year from Acceptance					
2.4	Batch 4	CSSC Brunsssum	EDC+15 weeks					
2.4.1	Laptops with HDDE	CSSC Brunsssum	EDC+15 weeks	Annex-A 2.3	515			
2.4.2	Warranty		1 Year from Acceptance					
2.5	Batch 5	CSSC Brunsssum	EDC+16 weeks					
2.5.1	Laptops with HDDE	CSSC Brunsssum	EDC+16 weeks	Annex-A 2.3	519			
2.5.2	Warranty		1 Year from Acceptance					
2.6	Batch 6	CSSC Brunsssum	EDC+17 weeks					
2.6.1	Laptops	CSSC Brunsssum	EDC+17 weeks	Annex-A 2.3	547			
2.6.2	Warranty		1 Year from Acceptance					
2.7	Batch 7	CSSC Brunsssum	EDC+18 weeks					
2.7.1	Laptops	CSSC Brunsssum	EDC+18 weeks	Annex-A 2.3	540			
2.7.2	Warranty		1 Year from Acceptance					
2.8	Batch 8	CSSC Brunsssum	EDC+19 weeks					
2.8.1	VTC Suite	CSSC Brunsssum	EDC+19 weeks	Annex-A 2.7	28			
2.8.2	Warranty		1 Year from Acceptance					
2.9	Batch 9	CSSC Brunsssum	EDC+20 weeks					
2.9.1	MFD	CSSC Brunsssum	EDC+20 weeks	Annex-A A.3.8	40			
2.9.2	Warranty		1 Year from Acceptance					
2.10	Batch 10	CSSC Brunsssum	EDC+21 weeks					
2.10.1	MFD	CSSC Brunsssum	EDC+21 weeks	Annex-A 2.6	40			
2.10.2	Warranty		1 Year from Acceptance					
2.11	Batch 11	CSSC Brunsssum	EDC+22 weeks					
2.11.1	MFD	CSSC Brunsssum	EDC+22 weeks	Annex-A 2.6	20			
2.11.2	KVM Switch	CSSC Brunsssum	EDC+22 weeks	Annex-A 2.5.3	1000			
2.11.3	Warranty		1 Year from Acceptance					
2.12	Batch 12	CSSC Brunsssum	EDC+23 weeks					
2.12.1	Monitor	CSSC Brunsssum	EDC+23 weeks	Annex-A 2.5.1	1000			
2.12.2	Warranty		1 Year from Acceptance					
2.13	Batch 13	CSSC Brunsssum	EDC+24 weeks					
2.13.1	Keyboard and Mice	CSSC Brunsssum	EDC+24 weeks	Annex-A 2.5.2	3692			
2.13.2	Transport Case	CSSC Brunsssum	EDC+24 weeks	Annex-A 2.3	3404			
2.13.3	Warranty		1 Year from Acceptance					
3	Testing							
3.1	Factory Acceptance Test and Reports	Contractor Premises	EDC+10 weeks	Section 7	Lot			
3.2	Test for the Keyed Eclipt HDDE	CSSC Brunsssum	EDC+15 weeks	Section 7	1			
4	Grand Total Price							

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RFQ-CO-115259-DCEP
Book II Part II



RFQ-CO-115259-DCEP

Provision of Deployed CIS Equipment Pool

BOOK II

PART II

CONTRACT SPECIAL PROVISIONS

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CONTRACT SPECIAL PROVISIONS
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ARTICLE 1 SCOPE

- 1.1 The purpose of this Contract is to procure Deployable Communications and Information Systems (DCIS) Equipment Pool (DCEP) end-user equipment, composed of workstations, laptops and deployable Video Teleconference (VTC). for use in the NATO Deployable CIS environment.
- 1.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

ARTICLE 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA GENERAL AND SPECIAL PROVISIONS

Clause 2 – “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 4 – “DEFINITIONS”.

Clause 7 – “Warranty” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 15 – “WARRANTY”.

Clause 8 – “Payments” of BOA No. [...] Special Provisions is replaced by ARTICLE 13 – “INVOICES AND PAYMENT”.

Clause 5 – “Title and Risk of Loss” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 12 – “TITLE AND RISK OF LOSS”.

Clause 27 – “Security” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 20 – “SECURITY”.

Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by ARTICLE 21 – “RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE”.

ARTICLE 3 ORDER OF PRECEDENCE

- 3.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Signature sheet
 - b. Part I - The Schedule of Supplies and Services
 - c. Part II - The Contract Special Provisions
 - d. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11 on the signature sheet
 - e. Part IV – The Statement of Work (SOW) including SRS

ARTICLE 4 DEFINITIONS

- 4.1 Clause 2 “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by the following:
- 4.2 “Article” shall mean “A provision of the Special Provisions of this Contract”.
- 4.3 “Contract” shall mean “The agreement concluded between the Purchaser and Contractor, duly signed by both parties. The Contract includes the documents referred to in Article 3 above of these Contract Special Provisions”.
- 4.4 “Contracting Authority” shall mean “The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorized representatives of the Chief of Contracts of the NCI Agency”.
- 4.5 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.
- 4.6 “NCI Agency (NCIA)” shall mean “The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorized to enter into contracts on behalf of the NCI Organization”.
- 4.7 “NCI Organization (NCIO)” shall mean “The NATO Communications and Information Organization. The NCI Organization constitutes an integral part of the North Atlantic Treaty Organization (NATO). The NCI Organization is a legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts”.
- 4.8 “Effective Date of Contract (EDC)” shall mean “The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties”.
- 4.9 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.
- 4.10 “Purchaser” shall mean “The NCI Organization, as represented by the General Manager, NCIA Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties”

ARTICLE 5 DURATION OF CONTRACT

- 5.1 It is the Purchaser's intention that the present Contract covers the totality of the requirements as covered by the Schedule of Supplies and Services with the exception of the Options (if any), unless those options are formally exercised and funded in accordance with the prescriptions of ARTICLE 7 "Additional Contract Tasks and Options".
- 5.2 The work under the Contract shall commence on effective date of Contract shown on the signature page and be completed in accordance with the Schedule of Supplies and Services.

ARTICLE 6 PRICE BASIS

- 6.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 6.2 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.
- 6.3 The Total Contract price is inclusive of all expenses related to the performance of the present Contract.
- 6.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2010).

ARTICLE 7 ADDITIONAL CONTRACT OPTIONS

- 7.1 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I – Schedule of Supplies and Services.
- 7.2 If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.
- 7.3 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.

ARTICLE 8 PARTICIPATING COUNTRIES

8.1 The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.

8.2 No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

8.3 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

9.1 The Contractor warrants that it has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.

9.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.

9.3 The Contractor hereby acknowledges that it has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.

a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or

b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.

9.4 Notwithstanding the "Changes" Clause of the BOA General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of

the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 10 PLACE AND TERMS OF DELIVERY

10.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2010 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services.

A Material Data Sheet (MDS) is to be received by the Agency not later than 10 working days before the delivery of the products.

ARTICLE 11 INSPECTION AND ACCEPTANCE

11.1 Clause 7 "Inspection, Acceptance and Rejection" of BOA No. [...] General Provisions is hereby supplemented with this Article:

11.2 The supplies and services to be provided by the Contractor's personnel under this Contract shall conform to the highest professional and industry standards and practices. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.

11.3 The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.

ARTICLE 12 TITLE AND RISK OF LOSS

12.1 Clause 5 "Title and Risk of Loss" of BOA No. [...] General Provision is supplemented by the following:

12.2 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon written Acceptance by the Purchaser.

ARTICLE 13 INVOICES AND PAYMENT

13.1 This Article replaces Clause 8 – "Payments" of BOA No. [...] Special Provisions.

13.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.

13.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.

13.4 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:

- a) Contract number CO-115259-DCEP
- b) Contract Amendment number (if any),
- c) Purchase Order number PO [...],

- d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).
- 13.5 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:
- a) 100% of the value of each Batch (13 in total) upon delivery by the Contractor, including MDS, and written Acceptance of each Batch by the Purchaser within CLIN 2 in the Schedule of Supplies and Services.
- 13.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 "Taxes and Duties" of the BOA No. [...] General Provisions.
- 13.7 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 13.8 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 13.9 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 13.10 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 13.11 The invoice shall contain the following certificate:
"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."
- 13.12 The certificate shall be signed by a duly authorised company official on the designated original.
- 13.13 Invoices referencing **"CO-115259-DCEP – Provision of Deployed CIS Equipment Pool / PO [...]"** shall be submitted to:
accountspayable@ncia.nato.int
- 13.14 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 14 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 14.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause 19 "Termination for Default" of BOA No. [...] General Provisions.

14.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

ARTICLE 15 WARRANTY

- 15.1 Clause 7 “Warranty” of BOA No. [...] Special Provisions is supplemented with the following:
- 15.2 Until Purchaser Acceptance, all hardware and software to be provided under this Contract shall be under the Contractor’s responsibility. Warranty shall start after Purchaser confirmed written Acceptance of each batch and shall be the standard warranty with a minimum duration of one (1) calendar year for all hardware and software to be provided as part of this Contract.
- 15.3 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items of hardware and software, that:
 - a. all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
 - b. the system will, under normal conditions, perform without errors which make it unusable; and
 - c. the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 15.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by

- engaging with the Purchaser's personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractor's responsibility within the warranty. The Contractor shall resolve all defects within 7 calendar days of their first being reported for those items that need not be returned to the Contractor's facility for service or repair. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser within 15 days of their arrival at the Contractor's facility.
- 15.5 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this Article. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well as responsibility for such supplies, i.e. damage and loss that may occur during transportation under warranty.
- 15.6 The Contractor shall, at its option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract.
- 15.7 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at its discretion, and having given the Contractor due notice, to:
- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
 - b. equitably reduce the Contract price; and/or
 - c. terminate for default that portion of the Contract relating to the defective work.
- 15.8 Notwithstanding the provision of above paragraph 16.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 15.9 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Clause 17 "Disputes and arbitration" of BOA No. [...] General Provisions.

ARTICLE 16 CONTRACT ADMINISTRATION

- 16.1 The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 16.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall

- only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.
- 16.3 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official Points of Contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
 - 16.4 Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.
 - 16.5 All notices and communications shall be effective on receipt.
 - 16.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]
For contractual matters: Attn: Mr Ole Hubner Title: Principal Contracts Officer Tel: +32 2 707 8472 Fax: +32 2 707 8770 E-mail: ole.hubner@ncia.nato.int cc Ms. Estefania Nunez Title: Senior Contracting Assistant Tel: +32 2 707 8614 Fax: +32 2 707 8770 E-mail: estefania.nunez@ncia.nato.int	For contractual matters: [...] Attn: Title: Tel: Fax: E-mail:
For technical/project management matters: Attn: Mr Kayhan Vardareri Title: Senior Project Manager Tel: +32 (0) 6544 1253 E-mail: kayhan.vardareri@ncia.nato.int	For technical/project management matters: Attn: Title: Tel: Fax: E-mail:

or to such address as the Purchaser may from time to time designate in writing.

ARTICLE 17 SUB-CONTRACTORS

- 17.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which it deems necessary to meet the requirements of this Contract in full.
- 17.2 The Contractor shall not place sub-contracts outside the Participating Countries unless the prior authorization of the Purchaser has been obtained. Such authorization will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 18 CONTRACTOR COTS RESPONSIBILITY

- 18.1 The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.
- 18.2 For COTS items which are or could be impacted by obsolescence issues, as changes in technology occur, the Contractor will propose substitution of new products/items for inclusion in this Contract. The proposed items should provide at least equivalent performance and/or lower life-cycle support costs, or enhanced performance without a price or cost increase.
- 18.3 The Contractor will provide evidence with respect to price and performance of the equipment being proposed as well as data proving an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.
- 18.4 The Contractor shall notify the Purchaser of any proposed changes in the commercial off the shelf software or hardware to be utilized. Such notification shall provide an assessment of the changes and the impact to any other items to be delivered under this Contract.

ARTICLE 19 LIQUIDATED DAMAGES

- 19.1 If the Contractor fails to:
- a) successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or
 - b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,

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, for each day of delinquency in achieving the requirements of 19.1.a and 19.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each batch delivery in the Article 13 "Invoices and Payments" of the Contract Special Provisions.

- 19.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 "Termination for Default" of BOA No. [...] General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 19.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause "Termination for Default" of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.
- 19.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 13. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 19.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
 - c. By reclaiming such damages through appropriate legal remedies.

ARTICLE 20 SECURITY

- 20.1 This Article supplements Clause 27 "Security" of BOA No. [...] General Provisions.
- 20.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 20.3 The security classification of this Contract is "NATO UNCLASSIFIED".

ARTICLE 21 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- 21.1 Clause 31 – "Rights in Technical Data" of BOA No. [...] General Provisions is replaced by the following:
- 21.2 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work

and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

ARTICLE 22 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES

- 22.1 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licenses necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries. The Contractor shall exclude from its prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilized free of charge by member nations of NATO and by NATO organization.
- 22.2 The Contractor shall report in writing to the Purchaser during the performance of this Contract:
- The royalties excluded from its price for patent utilised under the agreements mentioned in the previous paragraph;
 - The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

ARTICLE 23 INDEMNITY

- 23.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 22 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 23.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 23.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 23.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

ARTICLE 24 INDEPENDENT CONTRACTOR

24.1 The Personnel provided by the Contractor in response to this Contract are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

ARTICLE 25 APPLICABLE REGULATIONS

25.1 The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices in the country of performance under this Contract.

25.2 The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of performance's safety provisions.

25.3 In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' Security Officer.

ARTICLE 26 AUDITING AND ACCOUNTING

26.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.

26.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 14 "Invoices and Payment" of the Contract Special Provisions.

26.3 In the event of this Contract being terminated in accordance with Clause 20 "Termination for Convenience of the Purchaser" of BOA No. [...] General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

ARTICLE 27 PERFORMANCE GUARANTEE

27.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within ten (10) calendar days from the Effective Date of Contract, a bank guarantee to the value of ten per cent (10%) of the total Contract Price.

27.2 Such guarantee, the validity of which shall not elapse before the expiration of the warranty period as specified in Article 15.2, shall be made payable to the Purchaser and may be delivered in the form of:

- a) A certified cheque;
- b) An irrevocable letter of credit; or

- c) A bank guarantee such as a performance bond or promissory note.
- 27.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 27.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.
- 27.5 The irrevocable letter of credit, performance bond or promissory note shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium unless otherwise authorized by the Purchaser.
- 27.6 The Contractor shall request in writing relief from the performance guarantee upon expiration of the warranty period specified at Article 16.2 or such other period as may be specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.
- 27.7 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than ten per cent (10%) of the Contract Price (including all amendments), and for depositing such guarantee with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.
- 27.8 The failure of the Contractor to deposit such performance guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Article 19 "Termination for Default" of BOA No. [...] General Provisions.
- 27.9 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 27.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article 19 "Termination for Default" of BOA No. [...] General Provisions.

ARTICLE 28 TRANSPORTATION OF EQUIPMENT

- 28.1 All supplies covered under this Contract shall be transported to final destination at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.
- 28.2 Items shipped under Warranty for repair or otherwise from the NCI Agency to the Contractor shall be the responsibility of the Purchaser.
- 28.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

ARTICLE 29 ASSIGNMENT

- 29.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.
- 29.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.



NATO Communications and Information Agency
Agence OTAN d'information et de communication

RFQ-CO-115259-DCEP

BOOK II

PART III

BOA GENERAL PROVISIONS

***PLEASE VIEW YOUR FIRMS BOA AGREEMENT WITH
NCIA FOR THE BOA GENERAL PROVISIONS**



NATO Communications and Information Agency
Agence OTAN d'information et de communication

RFQ-CO-115259-DCEP

Provision of Deployable CIS Equipment Pool

BOOK II

PART IV – STATEMENT OF WORK (SOW)



NATO Communications and Information Agency
 Agence OTAN d'information et de communication

Provision of Deployable CIS Equipment Pool

Short Title: DCEP Renew

Book II - Part IV

Statement of Work (SoW)

Annex A – System Requirements Specification (SRS)

Reference:	RFQ-CO-115259-DCEP
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1 Introduction

1.1 Purpose

NOTE (DCEP20-1)

This System Requirements Specification (SRS) document provides the Functional and Technical requirements for the Devices to be delivered under this project.

NOTE (DCEP20-2)

This SRS defines the sizing, standards, quality and design requirements and constraints that shall be adhered to in the design (or modification of a COTS design) and implementation of this project.

NOTE (DCEP20-3)

The SRS does not discuss quantities to be delivered. These are covered under the scope description in the SOW.

1.2 Conventions

1.2.1 SRS Document

NOTE (DCEP20-5)

Information and requirements contained under a "General" heading are applicable to all the elements covered by the corresponding section.

NOTE (DCEP20-6)

All statements are identified with a Unique Reference called the Key.

NOTE (DCEP20-7)

Mandatory requirements are identified as **SRS**.

NOTE (DCEP20-8)

General informational, descriptive text is identified as **NOTE**.

NOTE (DCEP20-9)

Statements in numbered lists (i= 1 to n) under a **SRS** requirement are to be considered individual requirements under the "shall" statement of the parent requirement. As such, they shall be traced (as Key-i) and be subject to verification individually.

SRS (DCEP20-10)

A specific SRS statement shall always supersede the conventions of this section of the document.

1.2.2 Definitions

NOTE (DCEP20-23)

"-xx" is the generic suffix denoting either NATO Unclassified (NU), NATO Secret (NS) or Mission Secret (MS).

NOTE (DCEP20-24)

"-xS" is the generic suffix denoting both NS and/or MS.

SRS (DCEP20-25)

Requirements stating a capability to be "supported" (i.e. "shall support") shall be understood as the ability of the Purchaser to configure the capability to be active or not active at his discretion. This means that the capability is not necessary implemented upon delivery, but shall be available in its full extent, without restrictions.

SRS (DCEP20-26)

Requirements stating a capability to be "implemented" (i.e. "shall implement") shall be understood as requiring the capability to be implemented and configured for use in the delivered system.

SRS (DCEP20-27)

Requirements stating to be supported or implemented "fully conformant" to an architecture shall be understood as requiring full correspondence between architecture specification and implementation, where all features of this specific requirement are implemented in accordance with the architecture specification and there are no features of this specific requirement implemented that are not covered by the architecture specification.

NOTE (DCEP20-28)

The term "including" is never meant to be limiting - the list that follows is always non-exhaustive.

NOTE (DCEP20-32)

The use of the term "notional" is to be interpreted as guidance only.

SRS (DCEP20-35)

The term "enable" (or enabled) is to be interpreted in the way that the capability needs to be implemented but no CIS equipment is meant to be installed nor delivered. For example, if a rack needs to be "enabled" for the integration of a Radio transmitter, it means that the rack is equipped with the Radio Transmitter integration kit (cabling, mounting shelves...) but the Radio Transmitter itself is not to be delivered.

SRS (DCEP20-36)

"Open" shall be understood as enabling the basic functionality to be modified or extended through mechanisms such as API and plugins without any proprietary constraints.

1.2.3 Interfaces

SRS (DCEP20-42)

Labels shall be applied using a method that provides a legible, durable and non-fading result capable of withstanding exposure to the environmental conditions during operation, storage, transport and handling.

SRS (DCEP20-43)

Whenever possible, the labels shall be applied in such a manner that allows them to be visible after installation.

SRS (DCEP20-44)

The labels shall be subject to the same environmental testing regime as the equipment they are attached on (both for indoor and outdoor use).

SRS (DCEP20-45)

The labels shall withstand the same environmental conditions as the equipment they are attached on (both for indoor and outdoor use).

1.3 Applicable standards

1.3.1 EMC and EMSEC

NOTE (DCEP20-69)

Electromagnetic Compatibility (EMC) is a measure of a device's ability to operate as intended in its shared operating environment while, at the same time, not affecting the ability of other equipment within the same environment to operate as intended.

NOTE (DCEP20-70)

Emission Security (EMSEC) is an analysis of a system's vulnerability to unauthorized access and subsequent exploitation as a result of issues with electromagnetic emanations from hardware.

NOTE (DCEP20-71)

TEMPEST concerns preventing attacks using compromising radio frequency emanations.

SRS (DCEP20-73)

All CIS Nodes, Modules, End-User Devices and their electronic components shall be compliant with *SDIP-29/2*, latest edition (hereafter referred to as *SDIP-29/2*).

SRS (DCEP20-77)

All CIS Nodes, Modules, End-User Devices and their electronic components shall comply with *SDIP-27*, latest edition (hereafter referred to as *SDIP-27*).

SRS (DCEP20-80)

TEMPEST testing and certification shall only be performed by approved providers listed on the NATO Information Assurance Product Catalogue (NIAPC - <https://www.ia.nato.int/niapc/tempest>).

SRS (DCEP20-83)

It shall be possible to restore TEMPEST sealing, in theatre, following the replacement of one or more components.

SRS (DCEP20-84)

TEMPEST certified equipments shall be serviceable for cleaning of fans, dust filters and heatsinks, and replacement of storage media with equivalent components without impacting the TEMPEST certification after servicing.

SRS (DCEP20-86)

TEMPEST requirements applied to End-User Devices (EUD) shall extend to intermediate equipment that the Contractor provides for interoperability between pieces of equipment (e.g. DVI to DisplayPort adapters).

SRS (DCEP20-87)

For each individual piece of equipment required to meet a given TEMPEST *SDIP-27* level, a certificate shall be provided, demonstrating TEMPEST compliance for the equipment.

1.3.2 Health and Safety

SRS (DCEP20-89)

RoHS-2 Directive 2011/65/EU shall be applied to all modules, subsystems and individual components.

1.4 Structure

NOTE (DCEP20-99)

This SRS is structured as follow:

- 1) **Introduction** (this chapter) covers the *purpose* of the document, the *conventions* and the *standards* which are applicable all this document long;
- 2) **End-User Devices** covers the specifications of End-User Devices.

2 End User Devices

2.1 General

SRS (DCEP20-102)

Within a single computer category (e.g. xU Laptops, xS Desktops ...) hardware and firmware shall be identical to allow same disk image of a Windows 10 Operating System based installation to be successfully applied (cloned) to all equipment of this category without requiring additional driver installation.

SRS (DCEP20-103)

Within a single equipment category (e.g. xU Laptops, xS Desktops, MFD, ...) parts and accessories shall be fully interchangeable between all equipment of this categorie.

2.2 Hard Disk Drive Encryption

NOTE (DCEP20-104)

The Hard Disk Drive Encryption (HDDE) is the Viasat Eclipt Core 600, 256 Gb Solid State Drive, 2.5” nom. x 7 mm with part number: *FET-IL6-025635SS Solid State*.

SRS (DCEP20-107)

All computers shall be fully compatible and interoperable with the Purchaser provided HDDE.

2.3 End-Users Laptops

SRS (DCEP20-108)

Laptops shall meet or exceed the following specification:

Attribute	Minimum Requirement
Operating System	Support Microsoft Windows 10
Processor	Performances of Intel Core i5-9400H (4 Core, 8MB Cache, 2.5 GHz, 4.3GHz Turbo, 35W vPro)
GPU	Performance of Intel® Integrated UHD Graphics 630 with Thunderbolt Performance: at least @ 1024x600 in ComputeMark v2.1; USB Type-C 3.1 Gen 2 port (Thunderbolt) or HDMI 1.4a port output for external display; Wireless Display / Miracast support for up to 1080p30
Display	<ul style="list-style-type: none"> • 14” diagonal size; • 1920 x 1080 Full HD; • 10-point multi-touch screen; • Contrast 600:1;

	<ul style="list-style-type: none"> Brightness 220 nits (auto adjustable); and, sRGB coverage of $\geq 70\%$ or CIE1931 value of $\geq 72\%$
Memory	8GB DDR4, expandable to 32GB
Keyboard	US International QWERTY
Pointing device	<ul style="list-style-type: none"> Touch pad with multi-touch support; and, Compatible with Windows Precision Touchpad Implementation
Internal Storage	<ul style="list-style-type: none"> HDDE; or, Solid State capacity: 256 GB, performance: 540MB/sec sequential read and 490MB/sec sequential write, durability: 72TBW, supported functions: TCG Opal, IEEE-1667, FDE AES-256, HIPM+DIPM and DevSleep (for those not equipped with HDDE)
I/O Ports	<ul style="list-style-type: none"> 1x USB Type-C 3.1 Gen 2 port with power delivery & display port / Thunderbolt 3 with power delivery&display port; 2x USB Type-A 3.1 Gen 1 ports; and, 1 HDMI 2.0
Wi-Fi	Intel IEEE 802.11 Dual-Band Wireless-AC 9560 Wi-Fi (vPro)
Additional Features	<ul style="list-style-type: none"> Integrated Webcam with built-in cover; Integrated Microphone Array (dual microphone with noise cancellation); Bluetooth 5.0; Integrated Smartcard reader (PIV compliant); and, TRRS 3.5mm mini-jack connector.
Power	1x Power adapter and cord (auto sensing 110/230V) with 1x USB – C Power Adapter Plus – 2*130W (Power-In Port: AC in, Power-Out Port: 1 x DC out USB-C)
Power consumption	Maximum 90 W
Security	<ul style="list-style-type: none"> Trusted Platform Module (TPM) 2.0 chip on the motherboard; AES New Instructions (AES-NI), SecureKey, BIOS Guard, OS Guard or equivalent; and, PnP and BIOS setup/boot password/system configuration protection.
Power management	Support for Windows InstantGo / Connected Standby, Speed Shift Technology
Remote management	"UEFI Enabled, supports Intel vPro Out of Band Management Technology"

Table 1 - End-user Laptop specification

SRS (DCEP20-140)

Laptops shall be equipped with an Integrated 10/100/1000 Gigabit Ethernet Network Adapter.

SRS (DCEP20-139)

Laptops shall meet SDIP-27 Level C requirements.

SRS (DCEP20-116)

Any required Laptop TEMPEST certification shall be executed and achieved with the Purchaser provided HDDE fully functioning and integrated into the laptops during the certification, where and when applicable.

SRS (DCEP20-148)

Each Laptop shall be delivered with a 100BASE-FX 1300nm multimode (SC) USB powered external Network Adapter.

SRS (DCEP20-149)

Laptops USB power external Fiber Network Adapter shall meet SDIP-27 Level C requirements.

SRS (DCEP20-109)

Each laptop shall be delivered with a docking station meeting or exceed the following specification:

- Display Ports: DisplayPort – 20 pin DisplayPort, HDMI;
- Supported Display number:2;
- Max Resolution: 3840 x 2160 @ 30 Hz, 2560 x 1440 @ 60Hz;
- USB Ports: 3x USB 3.0 ; 1x USB-C, 2xUSB-C Gen3.1;
- Audio/Headphone: 3.5 mm Combo - (1), 3.5 mm Speaker Out (1);
- AC Adapter: 180W; and,
- Docking Cable Type: DisplayPort over USB Type-C.

SRS (DCEP20-144)

Laptops docking stations shall meet SDIP-27 Level C requirements.

SRS (DCEP20-110)

Each Laptop shall be delivered with Kensington lock including a 1.8m cable.

SRS (DCEP20-111)

Each Laptop shall be delivered with a nylon carrying bag able to host the laptop and its ancillaries (e.g. Kensington lock, power cord, docking station...)

2.4 End-Users Desktops

SRS (DCEP20-117)

Desktop shall meet or exceed the following specification:

Attribute	Minimum Requirement
Operating System	No operating system delivery is required, but the desktop computers shall be fully Microsoft Windows 10 compatible
Form Factor	Small
Processor	Performances of Intel Core i5-8500 with at least 6 cores.
GPU	Performance of Intel UHD Graphics 630, i.e. at least 960 @ 1024x600 in ComputeMark v2.14, Triple Display Capable (1920x1200@60Hz on each display minimum); Compatible with DirectX 12 (Feature Level 12.0) and OpenGL 4.4; HDMI 1.4 and DisplayPort
Memory	8GB DDR4 user expandable to 64 GB
Optical	16x DVD+/-RW drive in a slim line external bay
Internal Storage	<ul style="list-style-type: none"> • Hard Disk Cage with Key Lock containing SATA 3.0 Solid State Drive (SSD): 256 GB, performance: 540MB/sec sequential read and 490MB/sec sequential write, durability: 72TBW, supported functions: TCG Opal, IEEE-1667, FDE AES-256. • The Hard Disk Cage shall be accessible from the front of the desktop computer without tools and shall endure daily insertion/ removal during 5 years.
I/O Ports	<ul style="list-style-type: none"> • 10x USB (6x 3.0 & 4x 2.0); • 2x Display Port 1.2; • 1x HDMI; and, • 1x UAJ front incl. audio jack split adapter.
Expansion Slots	<ul style="list-style-type: none"> • 1x PCIe x16low profile; and, • 1x PCIe x4 low profile.
Security	<ul style="list-style-type: none"> • Trusted Platform Module (TPM) 2.0 chip on the motherboard; • AES New Instructions (AES-NI), SecureKey, BIOS Guard, OS Guard or equivalent; and, • PnP and BIOS setup/boot password/system configuration protection.

Table 2 - End-user Desktop specification

SRS (DCEP20-142)

Each Desktops shall be equipped with a 100BASE-FX 1300nm multimode (SC) Network Adapted.

SRS (DCEP20-151)

Each Desktops shall be equipped with a Gigabit Ethernet 10/100/1000 MBit/s, RJ-45 port, Network Adapted.

SRS (DCEP20-141)

Desktops shall meet SDIP-27 Level B requirements.

SRS (DCEP20-121)

Any required Desktop TEMPEST certification shall be executed and achieved with the Purchaser provided HDDE fully functioning and integrated into the desktops during the certification, where and when applicable.

SRS (DCEP20-118)

Each Desktop shall be delivered with Kensington lock including a 1.8m cable.

2.5 Ancillaries

2.5.1 Monitor

SRS (DCEP20-122)

Monitors shall meet or exceed the following specification:

Attribute	Minimum Requirement
Size – diagonal	23.8” screen with ultra-thin bezel
Contrast	1000:1
Brightness	250 nits
Standards	TCO certified Displays 7.0
Connections	<ul style="list-style-type: none"> • 1 x VGA; • 1 x HDMI; and, • 1 x Display Ports 1.2.
Native refresh rate	60Hz
Horizontal/vertical viewing angle	178 degrees horizontally and vertically
Native resolution	Full HD resolution 1920 x 1080 with 82% sRGB coverage or CIE 1931 value of >= 72%
Stand, Mount, Tilt and Swivel	<ul style="list-style-type: none"> • Height-adjustable stand; • Pivot rotation -90 degree to +90 degree; • Tilt: +21 degree to -5 degree; and,

	<ul style="list-style-type: none"> Swivel: 90 degree.
Power supply and cords	<ul style="list-style-type: none"> 100 to 230 VAC 50/60Hz operation; and, Power cord with CEE7/7 plug.
Cabling	1x Display Port cable (cable length 1.8m) included

Table 3 - Monitors specification

SRS (DCEP20-123)

Each Monitor shall be delivered with Kensington lock including a 1.8m cable.

SRS (DCEP20-124)

Monitors shall meet SDIP-27 Level C requirements.

2.5.2 Keyboard and Mouse

SRS (DCEP20-125)

Keyboards shall meet or exceed the following specification:

Attribute	Minimum Requirement
Layout	US International QWERTY
Compatibility	Microsoft Windows 10 Enterprise
Connectors	USB
Additional Features	Low profile keys
Cabling	Length: 1.5m

Table 4 - Keyboard specification

SRS (DCEP20-146)

Keyboards shall meet SDIP-27 Level C requirements.

SRS (DCEP20-126)

Mice shall meet or exceed the following specification:

Attribute	Minimum Requirement
Type	Optical/laser scroll mouse (5 button minimum)
Connectors	USB
Cabling	Length: 1.5m

Table 5 - Mice specification

SRS (DCEP20-147)

Mice shall meet SDIP-27 Level C requirements.

2.5.3 End-User KVM Switch

NOTE (DCEP20-127)

Keyboard-Video-Mouse (KVM) Switch will be used to control xU and xS computers.

SRS (DCEP20-128)

Keyboard-Video-Mouse (KVM) Switch shall meet or exceed the following specification:

Attribute	Minimum Requirement
Connectors	<ul style="list-style-type: none"> • Ports for 2 computers and 2 monitors; • Input: 4x Display Port or HDMI (combo connectors); • Output: <ul style="list-style-type: none"> ○ 2x Display Port or HDMI (combo connectors); and, ○ 2x USB Type-A female connector (1 designated port for mouse and 1 designated port for keyboard).
Cabling	Cabling for two computers and one monitor.

Table 6 - KVM Switch specification

SRS (DCEP20-129)

KVM Switch shall be sourced from approved vendors listed in the NATO Information Assurance Product Catalogue (NIAPC - <https://www.ia.nato.int/niapc/tempest>)

SRS (DCEP20-130)

KVM Switch shall not contain any non-volatile memory.

SRS (DCEP20-131)

KVM Switch switching sources shall be manually operated, not through “hot keys” via keyboard.

SRS (DCEP20-132)

KVM Switch automatic switching between sources shall not be allowed.

SRS (DCEP20-133)

KVM Switch shall comply with SDIP-29/2.

SRS (DCEP20-150)

KVM Switch shall meet SDIP-27 Level C requirements.

2.6 Print, Scan and Copy

2.6.1 Multifunction Device

SRS (DCEP20-134)

Multifunction Device (MFD) shall meet or exceed the following specification:

Attribute	Minimum Requirement
Printing and scanning size	A4 and A3 printing and scanning
Print resolution	Colour: 600 x 600 dpi
Scan resolution	Colour: 1200 x 1200 dpi
Copy resolution	Colour: 600 x 600 dpi
Paper capacity	input tray supporting 150 sheets of plain paper
Speed	<ul style="list-style-type: none"> • Print speed: <ul style="list-style-type: none"> ○ A4 black: up to 20 ppm; ○ A4 color: up to 16 ppm; ○ A3 black: up to 15 ppm; ○ A3 color: up to 10 ppm; • Copy speed: up to 20 copies per minute; and, • Scan speed: Up to 7ppm (b&w), up to 5 ppm (color).
Network	<ul style="list-style-type: none"> • Gigabit Ethernet 10/100/1000; • TCP; • IP; • SLP; • LPD; and,

	<ul style="list-style-type: none"> • SNMP v3.
Features	<ul style="list-style-type: none"> • Single Pass; • Scan to Email; • Multi Copy; • Auto Duplex; and, • Access Control at Printer.

Table 7 - MFD specification

SRS (DCEP20-135)

MFD shall meet SDIP-27 Level C requirements.

SRS (DCEP20-136)

MFD shall include a badge-reader to control Printing, Scanning and Copy activities.

2.7 Video Teleconference Suite

SRS (DCEP20-137)

Video Teleconference (VTC) Suite shall be composed with components listed in following table:

Component	Item
Video Conference Set	POLYCOM Realpresence 500-720P Group
Table Top Microphone	POLYCOM Microphone 22kHz with a 7.6m Cable
Projector	EPSON EB-W39 (inc. Spare projector lamp)
Projection Screen	OPTOMA 95" (241CM)
Audio cable	Kramer 3.5 mm stereo audio M/M 1.8m Cable
Video Cable	<ul style="list-style-type: none"> • Molded 15-pin HD (M) to 15-pin HD (M) 1.8m Cable; and, • Standard HDMI (M) to HDMI (M) 1.8m Cable
19in Rackmount Shelf	For mounting POLYCOM RPG 300/500
Speakers	LOGITECH Z623 (2.1, powered, 200W)

Table 8 - VTC Suite Components

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1 INTRODUCTION

- 1.1 The purpose of this Contract is to procure Deployable Communications and Information Systems (DCIS) Equipment Pool (DCEP) end-user equipment, composed of workstations, laptops, monitors, keyboards/mice, KVMs and deployable Video Teleconference (VTC) for use in the NATO Deployable CIS environment.
- 1.2 This Statement of Work (SOW) describes the requirements for the DCEP equipment, and the related services to be provided to the Purchaser under this contract.

2 SCOPE

- 2.1 The DCEP equipment to be provided under this contract comprises of:
 - (a) 518 (five hundred eighteen) Laptops Eclipt Hard Disk Drive Encryption (HDDE) installed with TEMPEST Level C;
 - (b) 1799 (one thousand seven hundred and ninty-nine) laptops Eclipt HDEE installed;
 - (c) 1087 (one thousand eighty-seven) laptops;
 - (d) 259 (two hundred fifty-nine) Desktop TEMPEST Level B;
 - (e) 100 (one hundred) Multifunction devices (printer/scanner/copier) (MFD);
 - (f) 1,000 (one thousand) Monitors;
 - (g) 3,692 (three thousand six hundred ninety-two) Keyboard and Mice;
 - (h) 28 (twenty eight) Video Teleconference (VTC) Suites;
 - (i) 1,000 (one thousand) KVM switch; and,
 - (j) 3,404 (three thousand four hundred and four) Laptop carrying bags.
- 2.2 The related services include the integration of Purchaser provided Hard Disk Drive Encryption (HDDE) devices into the laptops and the TEMPEST certification of required DCEP equipment.
- 2.3 The delivery of software other than device drivers and firmware is not in the scope of this project, neither is the installation of an Operating System other than needed by the Contractor for testing purposes.

3 CONTRACTOR TASKS

- 3.1 The Contractor shall deliver all hardware, software and services as specified in Annex A to this SOW and in the Schedule of Supplies and Services (SSS) to the specified destination within the time specified therein.
 - 3.1.1 The Contractor shall install 2,317 (two thousand three hundred and seventeen) Purchaser provided HDDE in Laptops TEMPEST Level C. Remaining Laptops

quantities shall be delivered with hard drives as specified in Annex A of this SoW.

3.2 The Contractor shall be responsible to ensure full compatibility and interoperability between the Purchaser provided HDDE, in both unkeyed and keyed state, and the laptops. This includes maintaining full functionality, performance, environmental and other specifications of both devices. The Contractor shall in case of any integration issues directly (i.e. without Purchaser involvement) liaise with the laptop and HDDE manufacturers.

3.3 The Contractor shall provide a record indicating the serial number of each Purchaser provided HDDE and the serial number of the laptop in which it is installed.

3.4 The Contractor shall execute all test activities under this Contract as detailed in Chapter 7 (INTEGRATED LOGISTIC SUPPORT (ILS))

3.5 INTRODUCTION

3.5.1 This Integrated Logistics Support (ILS) section outlines the general ILS requirements of this Contract.

3.6 SHIPPING AND TRANSPORTATION

3.6.1 All goods delivered under this Contract shall be delivered to the following address unless otherwise specified by the Purchaser before the shipment arrangements.

NATO Communications and Information Agency CIS Sustainment
Support Centre

JFC Headquarters Building 204, Rimbürgerweg 30, 6445 PA
Brunssum, Netherlands

3.6.1 The items being returned after warranty repair shall be shipped to CSSC Brunssum at no additional cost.

3.6.2 All materials covered under the Contract, including items being returned after warranty repair, shall be shipped Delivered Duty Paid (DDP) to the addresses specified in accordance with current INCOTERMS published by the International Chamber of Commerce.

3.6.3 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.

3.6.4 The Purchaser will not accept responsibility and/or ownership of the equipment before acceptance is complete.

3.6.5 The Purchaser's Point of Contact (POC) for all shipment instruction and shipment requests is:

Mr. Carlos Rodrigues (NCI Agency)/ILS Office
Tel: + 32 6 544 7523

Fax: + 32 6 544 7609

E-mail: Carlos.Rodrigues@ncia.nato.int

3.6.6 Each shipment shall be composed of one batch of one or more pallets pending Purchaser's confirmation. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm), packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.

3.7 PRESERVATION AND PACKAGING

3.7.1 The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.

3.7.2 All items shall be delivered in their original packaging including the replacement parts that are provided under warranty.

3.7.3 The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.

3.7.4 The packing list shall include the following information as a minimum:

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number
8	Quantity
9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and address of the Contractor, Purchaser and Consignor

3.8 CUSTOMS FORMS 302

3.8.1 The Contractor shall be responsible for the timely request of Custom Forms 302, which may facilitate duty free import/export of supplies between EU and

Non-EU countries.

3.8.2 The written request for a 302 form shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignors and Consignee's name and address.
6	Method of shipment, i.e. road, air, sea, etc.
7	Name and address of the freight forwarder
8	POC to receive the Form 302

- 3.8.1 The Contractor shall ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.
 - 3.8.2 Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.
 - 3.8.3 These forms shall be originals and must be mailed or delivered by mail/express courier.
 - 3.8.4 If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
 - 3.8.5 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
 - 3.8.6 Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
 - 3.8.7 The carrier shall be fully conversant with the application and use of Custom Form 302.
 - 3.8.8 The Contractor shall add the Custom Form 302 to the shipping documentation.
 - 3.8.9 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.
- 3.9 NOTICE OF SHIPMENT

3.9.1 Ten (10) working days prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser's ILS Office and request for delivery approval, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Number of the Form 302 used (if required)

3.10 INVENTORY

3.10.1 The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items and documents to be delivered under this contract at least ten (10) working days before shipment for Purchaser review and approval. It shall contain the following information:

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.

Field	Description
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.

Field	Description
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's ILS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.

Field	Description
Qty installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.

3.10.2 The Contractor may request an electronic version of the MDS to be provided by the Purchaser at EDC.

3.10.3 In the case that partial shipments are approved by the Purchaser, the Contractor shall make sure that the MDS clearly provides the references to SSS to show the compliance with the order and shall make the requested changes in the document based on Purchaser review.

3.11 TECHNICAL DOCUMENTATION

3.11.1 Each deliverable shall be accompanied with its COTS documentation. This documentation shall be identified in the inventory.

3.11.2 All documentation shall be in the English language.

3.12 WARRANTY & SUPPORT

3.12.1 The Contractor shall cover all devices procured under this contract with a 1 year on-site warranty with Next Business Day service.

3.12.2 The Warranty shall start at the date of Purchaser formal acceptance of the equipment at the destination sites.

3.12.3 The support/warranty shall include cost of parts, travel and per diem and shall not attract extra cost to the Purchaser. This support shall be available to the location stated in the Schedule of Supplies and Services.

3.12.4 The Contractor shall provide detailed handling instructions, including help-desk or other Point of Contact information (Contractor representative), to be contacted in case of a warranty claim. The warranty shall include standard technical telephone and email support.

3.12.5 The Contractor shall be the sole Point of Contact for the initiation of the warranty claims and execution unless otherwise approved by the Purchaser.

3.12.6 The Contractor shall provide shipment address for faulty equipment to the Purchaser. The shipment of faulty equipment to the Contractor is at the expense of the Purchaser. The shipment of repaired or replaced equipment from the Contractor to the Purchaser's place of origin shall be at the expense of the Contractor.

3.12.7 The Contractor shall be aware that, due to NATO security constraints, all failed hard disks/ drives and memory can only be repaired or replaced on-site and

cannot be removed and/ or returned to the Contractor for repair/ exchange. Failed hard disks/ drives and memory will be destroyed on-site by the Purchaser. Failed hard disks/ drives and memory shall therefore be replaced by the Contractor, at no extra cost to the Purchaser.

3.12.8 The Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available during the Warranty period, ensuring form, fit and functional requirements. In the case of an original items being no longer available, the Contractor shall notify and seek for Purchaser's written approval to provide the alternative items instead.

3.13 LABELLING AND MARKING

3.13.1 Labelling and marking shall be compliant with STANAG 4281 "NATO Standard Marking for Shipment and Storage" unless specified differently in the requirements of this Contract.

3.13.2 The Contractor shall produce labels and label all items furnished under the Contract with the true manufacturer's name (CAGE code), part number and serial number to ensure proper and quick identification of delivered items.

3.13.3 The marking shall be as permanent as the normal life expectancy of the material on which it is applied and shall be such as required for ready legibility and identification.

3.14 QUALITY ASSURANCE

3.14.1 Upon Purchaser request, the Contractor shall provide evidence that the QA/QC organization in his company has sufficient inherent authority and visibility in the overall corporate structure to properly execute the QA Management of a project of this size.

3.14.2 Upon Purchaser request, the Contractor shall address the QA/QC he applies to this project and shall describe its internal process for the quality review of the deliverables before their release to the Purchaser.

3.14.3 The Contractor shall ensure that the goods meet the following level of quality:

3.14.4 All delivered supplies are compliant with the approved technical specifications;

3.14.5 All delivered supplies are of the requested type and quantity;

3.14.6 All delivered goods are not damaged or defective.

3.14.7 The Contractor shall undertake quality control of each batch of equipment prior to shipment and present the report of the checks in a written form together with the shipment of goods.

3.14.8 If requested by the Purchaser, the Contractor shall submit the CoC(s) for each item including the replacement parts (equipment or consumables) that are provided under warranty.

3.15 SUPPLY CHAIN SECURITY

3.15.1 The Contractor shall warrant that all supplies furnished under this Contract are

- genuine and free of malicious components, firmware and software.
- 3.15.2 The Contractor shall ensure that all equipment to be delivered are protected from malicious tampering during storage and transportation up to the point of delivery.
- 3.15.3 The Contractor shall confirm in the MDS, per item, that the items to be delivered have been checked for technical integrity and protected from malicious tampering.
- 3.15.4 The Contractor shall also identify in the MDS, per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.
- 3.15.5 The Contractor shall allow and support ad-hoc spot checks and audits by the Purchaser of any of his supply chain security measures at any of the Contractor's locations and facilities used in the Contractor's supply chain relevant to this Contract.
- 3.15.6 The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the MDS or shows evidence of tampering. The Contractor shall replace such rejected goods at no cost to the Purchaser.
- 3.16 TESTING).
- 3.17 The Contractor shall for all DCEP equipment under this Contract deliver all and up to date drivers for use with the Microsoft Windows 10 Operating System.
- 3.18 The contractor shall deliver a Project Management Plan (PMP) within 2 weeks of Contract Effective Date describing how the Contractor will implement the totality of the project, including details of the project control that will be applied.
- 3.18.1 The Purchaser shall have a period of 1 week to provide comments and the Contractor shall have a further 1 week period to incorporate these comments After approval by the Purchaser, the final version of the PMP shall be the official document against which the Contractor is expected to conduct the performance of the Contract. The approved PMP shall however not supersede the Contract, and the Schedule of Supplies and Services (SSS) in particular.
- 3.19 The Purchaser's Project Manager will be the primary interface between the Contractor and the Purchaser for technical matters, the Purchaser's Contracting Officer remains the overall Purchaser representative.
- 3.20 The Contractor shall perform all tasks specified in this Contract.

4 PROJECT SCHEDULE

- 4.1 The Contractor shall ensure that all tasks and deliverables within the scope of the base contract shall be completed within 24 weeks from EDC.
- 4.2 The Contractor shall deliver the equipment in 13 batches;

Table 4-1 Delivery Schedule

Batch number	Laptops TEMPEST Level C with HDDE	Laptops with HDDE	Laptops	Desktops TEMPEST Level B	VTC Suite	MFD	KVM Switch	Monitor	Keyboard and Mice	Transport Case	Delivery date
1	518	-		-	-	-	-	-	-	-	EDC+12 weeks
2		250		259	-	-	-	-	-	-	EDC+13 weeks
3		515		-	-	-	-	-	-	-	EDC+14 weeks
4		515		-	-	-	-	-	-	-	EDC+15 weeks
5		519		-	-	-	-	-	-	-	EDC+16 weeks
6	-		547	-	-	-	-	-	-	-	EDC+17 weeks
7	-		540	-	-	-	-	-	-	-	EDC+18 weeks
8	-	-		-	28	-	-	-	-	-	EDC+19 weeks
9	-	-		-	-	40	-	-	-	-	EDC+20 weeks

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10	-	-		-	-	40	-	-	-	-	EDC+21 weeks
11	-	-		-	-	20	1,000	-	-	-	EDC+22 weeks
12	-	-		-	-	-	-	1,000	-	-	EDC+23 weeks
13	-	-		-	-	-	-	-	3,692	3,404	EDC+24 weeks

- 4.3 For planning purposes the Contractor shall provide an overall planning for the delivery of all DCEP equipment details of each batch as described in the ILS requirements in Section 6 of this Statement of Work.
- 4.4 The Contractor shall provide a weekly update detailing the current status of delivery via e-mail to the Purchaser's Project Manager.

5 TECHNICAL REQUIREMENTS

- 5.1 The technical requirements of the hardware, software and services to be provided under this Contract are described in Annex A SRS to this SOW.
- 5.2 All laptops in 2.1(b) of this SoW shall meet the same technical specifications as stated in Annex A SRS to this SoW other than TEMPEST requirement.
- 5.3 All laptops in 2.1(c) of this SoW shall meet the same technical specifications as stated in Annex A SRS to this SoW other than TEMPEST requirement and HDDE installation.

6 INTEGRATED LOGISTIC SUPPORT (ILS)

6.1 INTRODUCTION

- 6.1.1 This Integrated Logistics Support (ILS) section outlines the general ILS requirements of this Contract.

6.2 SHIPPING AND TRANSPORTATION

- 6.2.1 All goods delivered under this Contract shall be delivered to the following address unless otherwise specified by the Purchaser before the shipment arrangements.

NATO Communications and Information Agency CIS Sustainment
Support Centre

JFC Headquarters Building 204, Rimbürgerweg 30, 6445 PA
Brunssum, Netherlands

- 6.2.2 The items being returned after warranty repair shall be shipped to CSSC Brunssum at no additional cost.
- 6.2.3 All materials covered under the Contract, including items being returned after warranty repair, shall be shipped Delivered Duty Paid (DDP) to the addresses specified in accordance with current INCOTERMS published by the International Chamber of Commerce.
- 6.2.4 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.
- 6.2.5 The Purchaser will not accept responsibility and/or ownership of the equipment before acceptance is complete.
- 6.2.6 The Purchaser's Point of Contact (POC) for all shipment instruction and shipment requests is:

Mr. Carlos Rodrigues (NCI Agency)/ILS Office
Tel: + 32 6 544 7523
Fax: + 32 6 544 7609
E-mail: Carlos.Rodrigues@ncia.nato.int

6.2.7 Each shipment shall be composed of one batch of one or more pallets pending Purchaser's confirmation. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm), packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.

6.3 PRESERVATION AND PACKAGING

6.3.1 The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.

6.3.2 All items shall be delivered in their original packaging including the replacement parts that are provided under warranty.

6.3.3 The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.

6.3.4 The packing list shall include the following information as a minimum:

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number
8	Quantity
9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and address of the Contractor, Purchaser and Consignor

6.4 CUSTOMS FORMS 302

- 6.4.1 The Contractor shall be responsible for the timely request of Custom Forms 302, which may facilitate duty free import/export of supplies between EU and Non-EU countries.
- 6.4.2 The written request for a 302 form shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignors and Consignee's name and address.
6	Method of shipment, i.e. road, air, sea, etc.
7	Name and address of the freight forwarder
8	POC to receive the Form 302

- 6.4.3 The Contractor shall ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.
- 6.4.4 Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.
- 6.4.5 These forms shall be originals and must be mailed or delivered by mail/express courier.
- 6.4.6 If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 6.4.7 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 6.4.8 Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 6.4.9 The carrier shall be fully conversant with the application and use of Custom Form 302.
- 6.4.10 The Contractor shall add the Custom Form 302 to the shipping documentation.
- 6.4.11 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

6.5 NOTICE OF SHIPMENT

6.5.1 Ten (10) working days prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser's ILS Office and request for delivery approval, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Number of the Form 302 used (if required)

6.6 INVENTORY

6.6.1 The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items and documents to be delivered under this contract at least ten (10) working days before shipment for Purchaser review and approval. It shall contain the following information:

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.

Field	Description
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.

Field	Description
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's ILS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.

Field	Description
Qty installed at Operating Unit (Customer Site)	<p>Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory.</p> <p>For non-serialized items it shows total quantity installed.</p> <p>For serialized items quantity shall only be one per serial number. Use a new line for each serial number.</p>

6.6.2 The Contractor may request an electronic version of the MDS to be provided by the Purchaser at EDC.

6.6.3 In the case that partial shipments are approved by the Purchaser, the Contractor shall make sure that the MDS clearly provides the references to SSS to show the compliance with the order and shall make the requested changes in the document based on Purchaser review.

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- 6.10.5 All delivered supplies are of the requested type and quantity;
- 6.10.6 All delivered goods are not damaged or defective.
- 6.10.7 The Contractor shall undertake quality control of each batch of equipment prior to shipment and present the report of the checks in a written form together with the shipment of goods.
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- 6.11.4 The Contractor shall also identify in the MDS, per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.
- 6.11.5 The Contractor shall allow and support ad-hoc spot checks and audits by the Purchaser of any of his supply chain security measures at any of the Contractor's locations and facilities used in the Contractor's supply chain relevant to this Contract.
- 6.11.6 The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the MDS or shows evidence of tampering. The Contractor shall replace such rejected goods at no cost to the Purchaser.

7 TESTING AND ACCEPTANCE

7.1 Testing

- 7.1.1 The Contractor shall execute a Factory Acceptance Test (FAT) to verify:
 - (a) The full interoperability and the compatibility of:
 - (1) The laptops and desktop computers with an up-to-date Microsoft Windows 10 Enterprise Operating System;
 - (2) The laptops with the PFE HDDE in unkeyed state;
 - (3) Laptops and desktop computers with screens, mice, and keyboards;
 - (4) MFD; and,
 - (5) VTC Suite.
 - (b) The correct operation of the DCEP equipment, including keys and buttons, data interfaces, fans, displays, integration of hard drives, cables, power supplies, GPU and CPU usage, batteries etc.,
 - (c) The full functionality and performance as required per the SoW Annex A, and
 - (d) The TEMPEST compliance.
- 7.1.2 The Contractor shall provide the (NATO Unclassified) FAT test plan As part of the Project Management Plan in 3.6.

- 7.1.3 The FAT shall be conducted by the Contractor at the Contractor's premises and is subject to Purchaser's approval.
- 7.1.4 The Purchaser has the right to witness the FAT and subsequent testing.
- 7.1.5 To execute the FAT the Contractor shall prepare one piece of IT equipment of each type, equivalent to the IT equipment that the Contractor agreed to deliver under this Contract. On the laptop and the desktop computer the Contractor shall install an up to date Microsoft Windows 10 Enterprise 64 bit Operating System from the original Microsoft installation media (i.e. not using a hardware specific recovery image) and install the latest drivers for the displays, storage media, drives, interfaces, keyboards, mice and any other applicable components inside - or attached to - the laptop and desktop computer. The laptop shall use the PFE HDDE.
- 7.1.6 The FAT tests results shall be documented in a test report which the Contractor shall provide to the Purchaser directly after completion of the FAT.
- 7.1.7 After approval of the FAT test report by the Purchaser and resolution of any issues the Contractor can start the delivery of the IT equipment to the Purchaser.
- 7.1.8 The Contractor shall, before shipment to the Purchaser, ensure the correct operation of each and every piece of IT equipment through Pre-Shipment Inspection (PSI) according to the test plan (as per 7.1(b)), verify TEMPEST compliance, and shipment completeness, and provide the test reports to the Purchaser.
- 7.1.9 The Contractor shall provide a Certificate of Conformance (CoC) from an accredited organization for TEMPEST C compatibility.
- 7.1.10 The Contractor will test the laptops in keyed state after they are delivered to the Contractor at CSSC with the participation of the Contractor representative. This test will be executed within 3 weeks after the delivery of first HDDE installed laptops.

ANNEX A TECHNICAL SPECIFICATIONS

A.1 See separate SRS document

ANNEX B ANNEX-B ACRONYMS

Abbreviation	Content
CLIN	Contract Line Item Number
CIS	Communication and Information System
CoC	Certificate of Conformance
COTS	Commercial Off the Shelf
CSSC	CIS Sustainment Support Centre
DCEP	Deployable Communications and Information Equipment Pool
DCIS	Deployable CIS
dpi	dots per inch
EDC	Effectivity Date of Contract
EMC	Electromagnetic Compatibility
EMSEC	Emission Security
EU	European Union
EUD	End-User Device
FAT	Factory Acceptance Test
FMN	Federated Mission Network
FSA	Final System Acceptance
HDDE	Hard Disk Drive Encryption
ILS	Integrated Logistics Support
IT	Information Technology
KVM	Keyboard-Video-Mouse
MDS	Material Data Sheet
MFD	Multifunction Device
MS	MISSION SECRET
NIAPC	NATO Information Assurance Product Catalogue
NMCRL	NATO Master Cross-Reference List
NU/NS/MS	NATO UNCLASSIFIED
NS	NATO SECRET
OEM	Original Equipment Manufacturer
PFE	Purchaser Furnished Equipment

Abbreviation	Content
POC	Point of Contact
ppm	page per minute
SoW	Statement of Work
SRS	System Requirement Specifications
SSS	Schedule of Supplies and Services
SW	Software
TA	Target Architecture
VTC	Video Teleconference