



**ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ**  
**Μόνιμη Αντιπροσωπεία της Ελλάδος**  
**στο ΝΑΤΟ**

**ΑΔΙΑΒΑΘΜΗΤΟ**

**ΕΠΕΙΓΟΝ**

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Βρυξέλλες, 06 Οκτωβρίου 2021

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Πλ.Κάνιγγος

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/Δνση Ε Επαγγελματικής Δραστηριότητας

Νίκης 4

**ΘΕΜΑ:** Αίτηση Υποβολής Προσφορών RFQ-CO-115511-UOMM, Διαγωνιστικής Διαδικασίας: «Urgent Obsolescence Management Mitigation (UOMM) Network Intrusion Detection/Prevention Systems (NIPS) and Full Packet Capture (FPC)»

1. Διαβιβάζεται, συνημμένως, Αίτηση Υποβολής Προσφορών (Request for Quotation/RFQ), διαγωνιστικής διαδικασίας Basic Ordering Agreement (BOA) θέματος, εκ μέρους ΝCΙΑ, ως φιλοξενούντος έθνους.

2. Επισημαίνεται ότι καταληκτική ημερομηνία υποβολής προσφορών ορίζεται η 16<sup>η</sup> Νοεμβρίου τ.έ.

3. Ενδιαφερόμενες εταιρίες αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 9 αιτήσεως).

4. Παρακαλούμε για τις ενέργειές σας.

**ΛΑΜΠΡΙΔΗΣ**

Συν. Σελ: 302

**ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ**

Ο υπάλληλος της Μ.Α. ΝΑΤΟ

Σταύρος Τσάκωνας

Τμηματάρχης Α', ΕΠ.&ΠΛ.



Acquisition Directorate

Edel.Esparza@ncia.nato.int

Telephone: +32 (6) 544 1476

NCIA/ACQ/2021/07262

5 October 2021

**To:** See Distribution List

**Subject:** **Request for Quotation RFQ-CO-115511-UOMM  
CP120 WP0.3 Urgent Obsolescence Management Mitigation (UOMM)  
Network Intrusion Detection/Prevention Systems (NIPS) and Full  
Packet Capture (FPC)**

**Reference:** **A. A. AC/4-D(2019)0004 (INV)  
B. AC/4(PP)D/27726-ADD9  
C. AC/4-DS(2021)0014**

Dear Sir/Madam,

1. Your firm is hereby invited to participate in a BOA+ competition for the acquisition and deployment of Network Intrusion Detection/Prevention Systems (NIPS) and Full Packet Capture (FPC).
2. The award will be based on the quotation evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the RFQ Instructions.
3. **THE CLOSING TIME FOR SUBMISSION OF QUOTATIONS IN RESPONSE TO THIS RFQ IS 13:00 HOURS (BRUSSELS TIME) ON TUESDAY, 16 NOVEMBER 2021.**
4. This RFQ consists of the following documents:
  - a) Book I – RFQ Instructions. Book I provides the general solicitation information and includes the following annexes:
    - i. Annex A – Clarification Request Forms;
    - ii. Annex B – Administrative Certificates;
    - iii. Annex C – Pricing Sheets – The pricing sheets should be completed exactly as instructed;
    - iv. Annex D – Instructions for the preparation of Pricing Sheets;
    - v. Annex E – Compliance Table.
  - b) Book II – Prospective Contract. Book II contains the following sections:
    - i. Contract Signature Page;
    - ii. Schedule of Supplies and Services (SSS) – This Section will be derived from the pricing sheets submitted by the winning Offeror;
    - iii. Contract Special Provisions;



NATO Communications  
and Information Agency  
Agence OTAN d'information  
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Boulevard Leopold III  
1110 Brussels, Belgium

www.ncia.nato.int



- iv. BOA General Provisions or Contract General Provisions;
  - v. The Statement of Work. This sets forth the detailed specifications governing the performance requirements of the contract.
5. The overall security classification of this RFQ is "NATO UNCLASSIFIED". This RFQ remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
  6. Your firm is requested to complete and return the enclosed acknowledgement of receipt within 5 days of receipt of this RFQ, informing NCI Agency of your firm's intention to quote/not to quote. Your firm is not bound by its initial decision, and if your firm decides to reverse your firm's stated intention at a later date, your firm is requested to advise the NCI Agency by a separate email.
  7. The reference for this RFQ is RFQ-CO-115511-UOMM, and all correspondence concerning the RFQ should reference this number.
  8. Prospective Offerors are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for quotation preparation costs incurred by firms or any other collateral costs if solicitation cancellation occurs.
  9. Your point of contact for all information concerning this RFQ is the undersigned, who may be reached at [RFQ-CO-UOM-M@ncia.nato.int](mailto:RFQ-CO-UOM-M@ncia.nato.int)

For the Director of Acquisition:

A handwritten signature in black ink, appearing to read 'Edel Esparza'.

Edel Esparza  
Principal Contracting Officer (acting)

**Enclosures:**

- RFQ-CO-115511-UOMM-Book I RFQ Instructions
- RFQ-CO-115511-UOMM-Book II Prospective Contract



Acquisition Directorate  
Edel.Esparza@ncia.nato.int  
Telephone: +32 (6) 544 1476

NCIA/ACQ/2021/07262

**Attachment A**

**Acknowledgement of Receipt of Request for Quotation**

**RFQ-CO-115511-UOMM**

**Please complete and return within 5 days by: e-mail: [RFQ-CO-UOM-M@ncia.nato.int](mailto:RFQ-CO-UOM-M@ncia.nato.int) & for the attention of Mr. Edel Esparza.**

We hereby advise that we have received Request for Quotation RFQ-CO-115511-UOMM on ....., together with all enclosures listed in the Table of Contents.

**CHECK ONE**

- { } As of this date and without commitment on our part, we do intend to submit a quotation.
- { } We do not intend to submit a quotation.
- { } We are reviewing the requirements of the RFQ and will notify you of our decision as soon as possible.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

NATO UNCLASSIFIED

**RFQ-CO-115511-UOMM**

**URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM)  
FOR CIS SECURITY SERVICES**

**NETWORK INTRUSION DETECTION/PREVENTION SYSTEMS (NIPS)  
AND FULL PACKET CAPTURE (FPC)**

**(TECHNOLOGY REFRESH)**



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

**AUTHORISATION/SERIAL NO.**

**AC/4-DS(2021)0014**

**CP 9C0120 INCREMENT 1-SERIAL 2018/0IS03204-0**

NATO UNCLASSIFIED



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- Part III: BOA General Provisions or Contract General Provisions
- Part IV: Statement of Work (SOW) and Annexes

NATO UNCLASSIFIED

**RFQ-CO-115511-UOMM**

**URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM)  
FOR CIS SECURITY SERVICES**

**NETWORK INTRUSION DETECTION/PREVENTION SYSTEMS (NIPS)  
AND FULL PACKET CAPTURE (FPC)**

**(TECHNOLOGY REFRESH)**



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

**BOOK I**

**RFQ INSTRUCTIONS**



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**SECTION I - INTRODUCTION**

**1.1 PURPOSE**

1.1.1 The purpose of this Request for Quote (RFQ) is to award a Contract for the deployment and implementation of cyber security capabilities by replacing equipment and systems that are at or near end of life. These systems are part of the existing NATO Computer Incident Response Centre (NCIRC) which is operated centrally at SHAPE Mons, as well as components deployed both at the NCIRC operations base in SHAPE as well as at various NATO sites.

**1.2 SCOPE OF WORK**

1.2.1 The primary objective of this project is to ensure Continuity of Service (CoS) and support by refreshing the existing components of the NCSC capability that have reached EoL. Further work to uplift the architecture of the NCSC capability is anticipated later. As such, this project does not foresee significant redesign of any NCSC capabilities. The scope of work can be separated into three distinct streams as follows:

1.2.1.1 Deployment of the NCIRC Operational Deployment Support and Exercise Reference System (NODCERS), Mons.

1.2.1.2 Deployment to all “Tier-3” NCIRC sites as detailed in the following table:

|                                 |                       |                            |
|---------------------------------|-----------------------|----------------------------|
| Norfolk – USA                   | Lago Patria – ITA     | Capellen – LUX             |
| Brunssum – NLD                  | Izmir – TUR           | Betzdorf – LUX             |
| Geilenkirchen – DEU             | The Hague – NLD       | Northwood – UK             |
| Ramstein – DEU                  | Poggio Renatico – ITA | Uedem – DEU                |
| Neuilly-sur-Seine (Paris) – FRA | La Spezia – ITA       | Halbergmoss (Munich) – DEU |
| Evere (Brussels) – BEL          | Torrejon – SPA        | Bydgoszcz – POL            |
| Aix en Provence – FRA           | Monsanto – POR        | Stavanger – NOR            |

1.2.1.3 Delivery of the Integrated Product Support deliverables to enable the on-going Operation of the NCIRC capabilities based upon a NATO Owned NATO Operated (NONO) concept. This requires the Offeror to complete all support and maintenance material including Configuration Management, training and manuals for NODCERS and Tier-3, as well as Tier-2 Central Management being delivered via a different project.

1.2.1.4 The Period of Performance (PoP) for this project from the Effective Date of Contract (EDC) is EDC + 44 weeks.

**1.3 GOVERNING RULES, ELIGIBILITY, AND EXCLUSION PROVISIONS**

1.3.1 This solicitation is issued in accordance with the Procedure Governing the Use of Basic Ordering Agreements set forth in the NATO document AC/4-D(2019)0004 (INV).

1.3.2 Pursuant to these procedures, the RFQ is restricted to companies from participating NATO member nations for which either a Declaration of Eligibility (DOE) has been issued by their respective government authorities or is an active holder of an active NCI Agency Basic Ordering Agreement (BOA).



#### **1.4 LOWEST PRICE TECHNICALLY COMPLIANT (LPTC) EVALUATION METHOD**

- 1.4.1 The evaluation method to be used in the selection of the successful Offeror under this solicitation is the Lowest Price Technical Compliant procedures set forth in AC/4-D(2019)0004 (INV).
- 1.4.2 The quotation evaluation criteria and the detailed evaluation procedures are described in Section 4.
- 1.4.3 This RFQ will not be subject to a public RFQ opening.

#### **1.5 SECURITY**

- 1.5.1 This RFQ has been classified as NATO UNCLASSIFIED; however, the RFQ and the contractual documents could contain references to other NATO documents classified as NATO RESTRICTED.
- 1.5.2 The selected Contractor will be required to handle and store classified material to the level of “NATO SECRET”. In addition, Contractor personnel will be required to work unescorted in Class II Security areas and therefore, access can only be permitted to cleared individuals. Only firms maintaining such cleared facilities and the appropriate personnel clearances will be able to perform the resulting contract
- 1.5.3 Should the Contractor be unable to perform the Contract due to a lack of the proper facility/security clearances, this shall neither form the basis for a claim of adjustment or an extension of schedule nor can it be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.5.4 The selected Contractor’s personnel working at NATO sites as well as the Contractor’s personnel at the Contractor’s facility directly working on this project, shall possess a security clearance of “NATO SECRET”.
- 1.5.5 The Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to NATO site(s). Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.5.6 Offerors are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Offeror not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Offeror’s quotation to be non-compliant and offer the Contract to the next ranking Offeror.
- 1.5.7 All documentation, including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification. Any Reference Documents are provided “as is, without any warranty” as to quality or accuracy.

## **1.6 PRE-AWARD OFFERORS CONFERENCE**

- 1.6.1 Prospective Offerors are invited to a Pre-Award Offerors Conference that will be held between four to six weeks after RFQ release. Due to current travel restrictions, the conference will be held virtually. The Purchaser will notify all Offerors of the final date and time. Registration forms and relevant information will be provided at the time of notification.
- 1.6.2 The purpose of the Conference will be to present the Project, and present the key members of the Purchaser project management team, as well as to allow the Prospective Offerors to clarify aspects of the RFQ for which they may have questions at that time.
- 1.6.3 The Conference is planned to include a briefing on the RFQ process; the Pricing Sheets; the prospective contract; and the technical and project management aspects of the project.
- 1.6.4 The participation to the Conference is limited to a maximum of two (2) attendees per Offeror. No exception to this number of attendees will be made. A detailed agenda for the Conference will be sent to the participating companies in due course.
- 1.6.5 The potential Offerors may submit questions in writing not later than 7 days prior to the date of the Conference to the POC, at the address mentioned under Section 2.5.1. The Purchaser will endeavour to respond to the previously submitted questions at the Conference. If any additional questions are asked by the potential Offerors at the Conference, the Purchaser might attempt to answer them at that time, but any answer that might appear to amend terms, conditions and/or specifications of the Contract shall be considered to be formally included in the RFQ only when a written amendment to the RFQ issued in writing by the Purchaser.
- 1.6.6 Answers to all questions will be issued in writing to all Offerors as soon as practicable after the Conference, whether or not the Offerors attended the Conference. The formal written answers will be the official response of the Agency, even if the written answer differs from the verbal response provided at the Conference.

Notwithstanding the written answers provided by the NCI Agency after the Conference, the terms, conditions and language of the RFQ remains unaltered unless a formal RFQ amendment is issued by the NCI Agency and is identified as such.



## SECTION II – GENERAL RFQ INSTRUCTIONS

### **2.1 DEFINITIONS**

- 2.1.1 In accordance with MIL-HDBK-505, 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 "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.4 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.5 The term "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 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 NCI Agency).
- 2.1.8 In accordance with MIL-HDBK-505, 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.

### **2.2 ELIGIBILITY**

- 2.2.1 This RFQ is being conducted under Basic Ordering Agreement (BOA) procedures, therefore, a solicitation will be issued to firms listed on the Bidder/Offeror List and handled as described in Section 1.3.2.
- 2.2.2 All Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.3 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.4 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.
- 2.2.5 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.



### **2.3 QUOTATION SUBMITTAL AND RFQ CLOSING DATE**

- 2.3.1 All Quotations shall be in the possession of the Purchaser at the address given below in Section 2.3.2 before 1 pm/13:00 hours (CENTRAL EUROPEAN TIME) on TUESDAY, 16 NOVEMBER 2021 at which time and date Quotations shall be closed.
- 2.3.2 Quotations shall be delivered in electronic format only to the following email address:  
[RFQ-CO-UOM-M@ncia.nato.int](mailto:RFQ-CO-UOM-M@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-115511-UOMM - Official Quote for [company name] - Part I - Administrative Package". The e-mail content shall be as described in Paragraph 3.2.2 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-115511-UOMM Official Quote for [company name] - Part II - Price Quotation". The e-mail content shall be as described in Paragraph 3.2.2 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-115511-UOMM - Official Quote for [company name] - Part III - Technical Proposal". The e-mail content shall be as described in Paragraph 3.2.2 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, Offerors 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 RFQ Closing are "Late Quotations" and shall not be considered for award. Consideration of Late Quotation - The Purchaser considers that it is the responsibility of the Offeror to ensure that the Quotation submission arrives by the specified RFQ Closing Date and Time. A late Quotation shall only be considered for award under the following circumstances:
- 2.3.4.1 A Contract has not already been awarded pursuant to the RFQ, and;
- 2.3.4.2 The Quotation was sent to the e-mail address specified in the RFQ and the delay was solely the fault of the Purchaser.
- 2.3.5 It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified RFQ 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.

### **2.4 REQUESTS FOR EXTENSION OF RFQ CLOSING DATE**

- 2.4.1 All questions and requests for extension of the RFQ Closing Date must be submitted 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 seven (7) calendar days prior to the stated "RFQ Closing Date". The Purchaser is under no obligation to answer

requests submitted after this time. Extensions to the RFQ Closing date are at the discretion of the Purchaser.

## **2.5 PURCHASER POINT OF CONTACT**

2.5.1 The Purchaser point of contact for all information concerning this RFQ is:

NATO Communications and Information Agency  
Acquisition Directorate  
Building 302A, Room 110  
7010 SHAPE, Belgium  
Attention: Mr. Edel Esparza, Senior Contracting Officer

2.5.2 Emails:

2.5.2.1 Questions/Clarifications/Quotation: [RFQ-CO-UOM-M@ncia.nato.int](mailto:RFQ-CO-UOM-M@ncia.nato.int)

## **2.6 REQUESTS FOR RFQ CLARIFICATIONS**

2.6.1 Offerors, 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 by e-mail and using the form in Annex A of Book I – RFQ Instructions. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the email address specified in paragraph 2.5.2.1 above and shall arrive not later than seven (7) calendar days prior to the stated “RFQ Closing Date”. 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 Offeror for any given area, as the Offeror will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3 below.

2.6.3 Offerors are advised that subsequent questions and/or requests for clarification included in a quotation 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 Offerors. Answers will be provided on a weekly basis.

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 Offeror in its offer.





## **2.7 REQUESTS FOR WAIVERS AND DEVIATIONS**

- 2.7.1 Offerors are informed that requests for alteration to, waivers of, or deviations from the Schedule, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work 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 RFQ or the Prospective Contract may only be considered as part of the clarification process set forth in Section 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Quotation as submitted may be regarded by the Purchaser as a qualification or condition of the Quotation and may be grounds for a determination of non-compliance.

## **2.8 AMENDMENT OF THE RFQ**

- 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 RFQ Closing Date. Any and all modifications will be transmitted to all prospective Offerors by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the Offeror shall complete and enclose as part of his quotation. This process may be part of the clarification procedures set forth in Section 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 Offerors to prepare a proper quotation within the allotted time. The Purchaser may extend the "RFQ Closing Date" at his 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 quotation be less than seven (7) days from the date of issuance of any amendment to the RFQ.

## **2.9 MODIFICATION AND WITHDRAWAL OF QUOTATION**

- 2.9.1 Quotations, once submitted, may be modified by Offerors, 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 RFQ Closing. Such modifications shall be considered as an integral part of the submitted quotation.
- 2.9.2 Modifications to quotations which arrive after the RFQ Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Quotation", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made. A modification to a quotation which is determined to be late will not be considered in the evaluation and selection process. If the Offeror submitting the modification is determined to be the successful Offeror on the basis of the unmodified quotation, the modification may then be opened. If the modification makes the terms of the quotation more favourable to the Purchaser, the modified quotation may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Offeror on the basis of the quotation submitted and disregard the late modification.
- 2.9.3 An Offeror may withdraw his Quotation at any time prior to Quotation Opening without penalty. In order to do so, an authorised agent or employee of the Offeror





must provide an original statement of the firm's decision to withdraw the Quotation and remove the Quotation from the Purchaser's premises.

## **2.10 QUOTATION VALIDITY**

- 2.10.1 Offerors shall be bound by the term of their quotation in which the Offeror has provided a quotation for a period of 6 months starting from the RFQ Closing Date specified in Section 2.3.1.
- 2.10.2 In order to comply with this requirement, the Offeror shall complete the Certificate of Quotation Validity set forth in Annex B-3. Quotations 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 quotations which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Offerors shall have the right to:
  - (a) accept this extension of time in which case Offerors shall be bound by the terms of their quotation for the extended period of time and the Certificate of Quotation Validity extended accordingly; or
  - (b) refuse this extension of time and withdraw the quotation without penalty.
- 2.10.5 Offerors shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

## **2.11 CANCELLATION OF REQUEST FOR QUOTATIONS**

- 2.11.1 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 Offeror have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a quotation in response to this RFQ.

## **2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA**

- 2.12.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this RFQ to the prospective Offerors by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All Offerors are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.
- 2.12.2 Offerors are cautioned that the Purchaser will rely exclusively on electronic mail to manage all correspondence, amendments, etc., related to this RFQ.



**SECTION III - QUOTATION PREPARATION INSTRUCTIONS**

**3.1 GENERAL**

- 3.1.1 Quotations shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.
- 3.1.2 Quotations and all related documentation shall be submitted in the English language.
- 3.1.3 Offerors shall prepare a complete quotation which comprehensively addresses all requirements stated herein. The quotation shall demonstrate the Offeror's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services (SSS). Quotations which are not complete will be declared non-compliant.
- 3.1.4 The Offeror shall not restate the RFQ requirements in confirmatory terms only. The Offeror must clearly describe what is being offered and how the Offeror will meet all RFQ requirements. Statements in confirmatory terms will only be sufficient for determining the quotation to be non-compliant.
- 3.1.5 Offerors shall classify their response in accordance with the classification of the RFQ.
- 3.1.6 Offerors are advised that the Purchaser reserves the right to incorporate the Offeror's Technical Proposal in whole or in part in the resulting Contract.

**3.2 QUOTATION CONTENT**

- 3.2.1 The complete Quotation shall consist of three distinct and separated parts each of which will be send as an individual electronic submission as described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these RFQ Instructions.
- 3.2.2 All e-mails submitted shall be less than 20MB and shall not be password-protected.

| Part                                | Format and Quantity Details  |
|-------------------------------------|--|
| I: Quotation Administration Package | <u>1 .zip File Submitted by Email not larger than 20MB total , which includes:</u> <ul style="list-style-type: none"> <li>• 1 Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications</li> <li>✓ All of the required contents are outlined in Section 3.3</li> </ul>  |
| II: Price Proposal                  | <u>1 .zip File Submitted by Email, which includes:</u> <ul style="list-style-type: none"> <li>• 1 Excel file, using the Pricing Sheets template provided with the RFQ</li> <li>• 1 PDF file of the Pricing Sheets "Offer Summary" tab</li> <li>✓ All of the required contents are outlined in Section 3.4</li> </ul>   |
| III: Technical Proposal             | <u>1 .zip File Submitted by Email, which includes:</u> <ul style="list-style-type: none"> <li>• One file which addresses each evaluation criterion as described in Sections 3.2.5, 3.5, 4.4 and in accordance with the requirements of Section 3.5.2</li> <li>• Annex: Bid Requirements Cross Reference Matrix (BRCM): 1 Excel file</li> <li>✓ If necessary, the technical volume may be separated into more than one email. Maximum email size per each email is 20MB.</li> <li>✓ All of the required contents are outlined in Section 3.4</li> </ul> |



- 3.2.3 The quotation volumes shall be sent via separate e-mails to the Quotation Delivery e-mail address as specified in Paragraph 2.3.2 and in accordance with Paragraph 3.2.2 above.
- 3.2.4 No information disclosing or contributing to disclose the quotation price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the quotation being declared non-compliant.
- 3.2.5 As part of the Technical Proposal, the Offeror shall provide One (1) unpriced copy of the Pricing Sheets detailing the breakdown of labour, hours and equipment.
- 3.2.6 Documents submitted in accordance with paragraph 3.2.1 above shall be classified no higher than “NATO UNCLASSIFIED” material.
  - 3.2.6.1 Partial Quotations on a Schedule and/or Quotations containing conditional statements will be declared non-compliant.
- 3.2.7 Where no specific format is mandated, electronic quotation 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.

### **3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (VOLUME I)**

- 3.3.1 Contents: Required documents submitted by email, containing one PDF file comprised of all of the required documents.
- 3.3.2 No information disclosing or contributing to disclose the quotation price shall be made part of the Administration Volume. Failure to abide to this prescription shall result in the quotation being declared non-compliant.
- 3.3.3 Volume I shall include the certificates set forth in the Annex to these RFQ Instructions, signed in the original by an authorised representative of the Offeror. The text of the certificates must not be altered in any way. The certificates are as follows:
  - B-1: Certificate of Legal Name of Offeror
  - B-2: Certificate of Independent Determination
  - B-3: Certificate of Quotation Validity
  - B-4: Certificate of Understanding
  - B-5: Certificate of Exclusion of Taxes, Duties and Charges
  - B-6: Acknowledgement of Receipt of RFQ Amendments (if applicable)
  - B-7: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
  - B-8: Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
  - B-9: Comprehension and Acceptance of Contract General and Special Provisions.



- B-10: List of Prospective Sub-Contractors / Consortium members
- B-11: AQAP 2110 Compliance or ISO-9001:2015 Certification. The Offeror shall attach a copy of the company's AQAP 2110 compliance or ISO 9001:2015 certification.
- B-12: List of Key Personnel.
- B-13: Disclosure of Involvement of Former NCI Agency Employment
- B-14: Offeror Background IPR
- B-15: List of Subcontractor IPR
- B-16: Vendor Supply Chain Security Self-Attestation Statement

3.3.3.1 **Certificate B-7**, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Offerors shall note especially the following:

3.3.3.1.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, a draft version of these must be submitted with the Offeror's quote. Supplemental agreements submitted after the RFQ Closing Date shall not be considered.

3.3.3.1.2 The terms of supplemental agreements, if necessary, are the Offerors / 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.

3.3.3.1.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Quotation is not compliant with the terms of the RFQ, and in rejection of the Quotation, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

3.3.3.2 **Certificate B-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 Offeror shall state this separately. The subcontractors listed in this certificate shall be traceable in the Pricing Sheets.

3.3.3.3 **Certificate B-11** Offerors shall provide documentary evidence that the Offeror possesses and maintains a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.

3.3.3.3.1 If the Offeror is presenting a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Offeror and such evidence of equivalency shall be submitted with the Certificate at Annex B-11 in the Administration Package.

3.3.3.3.2 Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of a non-compliant quotation.



- 3.3.3.3.3 The Offeror will be required to maintain a valid certification throughout the duration of the contract.
- 3.3.3.3.4 If the Offeror provides a certification that is scheduled to expire, during the solicitation phase or during the contract performance period, the Offeror will be required to provide evidence that a renewal process has begun and that a renewed certification will be obtained.
- 3.3.3.4 **Certificate B-17**, Offerors are required to read the CONSULTATION, COMMAND AND CONTROL BOARD (C3B) Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products. This Directive may be provided to Offerors requesting the Restricted Documents Pack. Offerors can request a copy of mentioned Directive through the email listed in Section 2.5.2.1.
- 3.3.4 The Offeror shall send Volume I - Administrative Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) .zip file containing the Administrative Package.
  - 3.3.4.1 The email shall be entitled: "RFQ-CO-115511-UOMM - Official Quote for [company name] – Volume I - Administrative Package" where the Administration Package .zip file shall be contained.

#### **3.4 PREPARATION OF THE PRICE QUOTATION (VOLUME II)**

- 3.4.1 The Offeror shall prepare their Price Proposal by submitting one (1) email containing the completed Pricing Sheets provided with this RFQ under Book I - RFQ Instructions Annex C in both Excel and PDF formats. The Offeror shall propose an accurate and complete price quotation in completing the Schedule of Supplies and Services (SSS) as defined in these RFQ Instructions in both Excel and PDF formats.
- 3.4.2 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.
- 3.4.3 Offeror shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Pricing Sheets.
- 3.4.4 Offerors are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.4.5 Offeror shall quote in their own national currency or in EUR, the host nation currency. Offeror may also submit Quotations 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 Offeror 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.

- 3.4.6 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.
- 3.4.7 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. Offerors are reminded of the requirement to complete the certification to this effect in Annex B-5.
- 3.4.8 Unless otherwise specified in the instructions for the preparation of Pricing 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 2020 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.
- 3.4.9 The Offeror's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Pricing Sheets and SSS. 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.
- 3.4.10 When completing the Pricing Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Offerors are required to insert price information in all cells marked in yellow in the Pricing Sheets. 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, Offeror 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 Pricing Sheets is the responsibility of the Offeror. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.4.11 The Offeror shall furnish Firm Fixed Price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.4.12 The Offeror 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. Furthermore, the Purchaser 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.
- 3.4.13 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.

- 3.4.14 Price Proposals exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.4.15 The Offeror 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 B-10.
- 3.4.16 The Offeror shall separately price the cost of Warranty. Zero values or the statement that the Quotation price includes the cost of warranty are not allowed.
- 3.4.17 The Offeror shall send Package II - Pricing Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) zip file containing the Pricing Package.
  - 3.4.17.1 The email provided shall be entitled: "RFQ-CO-115511-UOMM Official Quote for [company name] - Part II - Price Quotation" where the Pricing Package .zip file shall be contained.

### **3.5 PREPARATION OF THE TECHNICAL PROPOSAL (VOLUME III)**

- 3.5.1 The Offeror shall submit their Technical Proposal as one (1) email. This email shall contain one (1) .zip file which addresses each criterion as described in Sections 3.2, and 4.4 and in accordance with the requirements of Section 3.5.2.
- 3.5.2 The Technical Proposal package shall include the following:
  - 3.5.2.1 Table of Contents. Offeror shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.
  - 3.5.2.2 Cross-Reference/Compliance Table. The Offeror shall include the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked "QUOTATION REFERENCE" of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Offeror to ensure that all the required information has been provided in the Technical Proposal.
  - 3.5.2.3 Project Implementation Plan (PIP). The Offeror shall submit a preliminary Project Implementation Plan in accordance with the requirements of the Statement of Work (SOW Section 3.2) for the Urgent Obsolescence Management Mitigation (UOMM) (Book II Part IV), which clearly describes how the Offeror intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements.
    - 3.5.2.3.1 PIP Section 1 – Project Overview: The Offeror shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.





- 3.5.2.3.2 PIP Section 2 – Applicable Documents: listing all documents or standards referenced by the other sections of the PIP.
- 3.5.2.3.3 PIP Section 3 – Project Management Plan (PMP): defining how the Offeror intends to manage this project from contract signature through to Final System Acceptance and throughout any warranty periods.
- 3.5.2.3.3.1 The PMP shall consider all aspects of project management and control detailed in the SOW Section 3.2.4 and demonstrate how all the critical dates defined in the contract will be met.
- 3.5.2.3.3.2 The PMP shall include a Project Breakdown Structure (PBS) that shall contain the critical work elements (tasks) of the project and illustrate their relationships to each other and to the project as a whole.
- 3.5.2.3.4 PIP Section 4 – System Design, Integration and Implementation: The Offeror shall describe how the UOMM capability and underlying components will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SOW. For this purpose the Offeror shall provide in its Quotation a draft Site Implementation Plan which shall demonstrate compliance with the Requirements as specified under SOW Sections 3.2.5 and 4.1, and indicate how the components and quantities of equipment and licenses in the SSS are to be deployed.
- 3.5.2.3.5 PIP Section 5 – Integrated Product Support (IPS): The Offeror shall describe the Integrated Product Support (IPS) aspects of the Quotation. This description shall address, with an adequate level of detail, the following: Offeror's IPS Organisation, Roles, Responsibilities and Procedures; Maintenance Concept; Logistic Support Analysis (LSA) & Reliability, Maintainability, Availability, Testability (RAMT); Technical Documentation and Data, Supply Support, Support and Test Equipment Lists; Training, including Manpower and Personnel Requirements; Planning and execution of Handling and Storage; Warranty; and Planning of Supply Chain Security as set forth in the SOW Section 5 and in accordance with the applicable Standards and Specifications required in SOW Sections 2 and 3.2.6. The description shall provide sufficient evidence to confirm that the Offeror will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SOW.
- 3.5.2.3.6 PIP Section 6 – Quality Assurance and Quality Control: The Offeror shall cover the Quality Assurance and Quality Control aspects of the Project, as specified in the SOW Sections 3.2.7 and 6. This Section shall include the QA Plan (QAP), with details of how the Offeror shall establish, execute, document and maintain an effective Quality Assurance (QA) program, throughout the Contract lifetime.
- 3.5.2.3.7 PIP Section 7 – Configuration Management: In this Section, the Offeror shall describe how it can meet the Configuration Management requirements as specified in the SOW Section 7. In conformance with the required Standards and Specifications required in SOW Sections 2 and 3.2.8, this shall include a description of the unique Configuration Management framework, Baselines, the Product Lifecycle Management (PLM) tool, and the Configuration Management Database (CMDB).





- 3.5.2.3.8 PIP Section 8 – Testing and Acceptance: The Offeror shall describe how it can meet the UOMM testing requirements and its methodology for conducting all related activities as detailed in the SOW Sections 3.2.9 and 8. This includes the development of all test documentation required under this Contract, the conduct of all testing, the evaluation and documentation of the tests results by an Independent Verification and Validation (IV&V) as specified in the SOW Section 8.
- 3.5.2.3.9 PIP Section 9 – Documentation: The Offeror shall describe their Documentation Pack and proposed Project Portal as required in SOW Section 3.4 and in accordance with applicable Standards and Specifications detailed in SOW Sections 2 and 3.2.10 (including but not limited to ISO9001:2015). The Contractor shall provide details on when and how the documents will be delivered.
- 3.5.2.3.10 PIP Section 10 – Training: The Offeror shall describe how it can meet the Training requirements as specified in the SOW Sections 3.2.11, 5.6.
- 3.5.2.4 Project Master Schedule (PMS): that shall contain all contract events and milestones for the Project. As described in the SOW Section 3.3, the PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them, including the Purchaser's review stages. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project. Any PMS which does not align with the dates provided in the SSS may be determined to be non-compliant.
- 3.5.2.5 Corporate Experience: The Offeror shall provide at least one (1) executive summary describing the successful delivery of a similar project in a similar environment during the last five (5) years. For each project, the Contractor shall describe:
- 3.5.2.5.1 The domain or area (ideally the customer name), the size (contract value range), duration and challenges encountered with remediation;
- 3.5.2.5.2 The scope of work, demonstrating its capability to implement Urgent Obsolescence Management Capabilities similar to the requirements defined in SOW Section 4.1.
- 3.5.2.6 Key Personnel CVs: The Offeror shall provide the CV of the proposed Project Manager, Technical Lead, Quality Assurance Representative (QAR), Integrated Product Support Manager (IPSM).
- 3.5.2.6.1 For the Project Manager, the Offeror shall provide details about the qualifications, evidence of six (6) years' experience of successfully delivering requirements of a similar scope, duration, complexity and value and experience of applying formal project management methodologies (such as PRINCE2).
- 3.5.2.6.2 For the Technical Lead, the Offeror shall provide details about the qualifications, evidence of seven (7) years' experience in engineering positions associated with the review, design, development, evaluation, planning and operation of electrical or electronic components, subsystems, or systems for government or commercial use, membership of a recognised professional body and evidence of seven (7) years' experience in system



design and integration of networking and communication component parts similar to those detailed in the Statement of Work.

- 3.5.2.6.3 For the Quality Assurance Representative (QAR), the Offeror shall provide details about the qualifications, evidence of seven (7) years' experience in working with quality control methods and tools and have a broad knowledge of NATO Standards (e.g. STANAG 4107 Ed. 11), processes and procedures applicable to Quality Assurance (QA) and Quality Control (QC) in the industry.
- 3.5.2.6.4 For the Integrated Product Support Manager (IPSM), the Offeror shall provide details about the qualifications, evidence of ten (10) years' experience in Supportability Engineering for HW/SW intensive systems, preferably in the Defense and Electronic sector. The IPSM shall have a systems engineering background or a supportability engineering equivalent certification with deep knowledge of the IPS related NATO standards, handbooks, ISOs/IEC and ASD (Aerospace & Defence) Suite (S1000D, S2000M, S3000L) and tools. The IPSM shall have experience in IPS elements and processes (e.g. LSA – Logistic Support Analysis, RAMT – Reliability, Availability, Maintainability and Testability, Training, Documentation etc.) and Configuration Management standards and procedures (e.g. STANAG 4427 Ed. 3 and ISO 10007)
- 3.5.2.7 Purchaser Furnished Equipment (PFE) Management: in accordance with SOW Section 4.2, the Offeror shall provide details on its approach to preventing projects from stalling following delay in the provision of PFE.
- 3.5.3 The Offeror shall send Volume III – Technical Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) .zip file containing the Technical Package and One (1) unpriced copy of the Pricing Sheets as per Section 3.2.3 above.
- 3.5.3.1 The email provided shall be entitled: "RFQ-CO-115511-UOMM - Official Quote for [company name] - Part III - Technical Proposal" where the Technical Package .zip file shall be contained.

## SECTION IV - QUOTATION EVALUATION

### **4.1 GENERAL**

- 4.1.1 The evaluation of Quotations will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2 The evaluation of Quotations 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 Offeror and contained in its Quotation. The Purchaser shall not be responsible for locating or securing any information which is not included in the Quotation.
- 4.1.3 To ensure that sufficient information is available, the Offeror shall furnish with its Quotation 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 Offeror 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 Quotation from the Offeror, and the Offeror 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 Quotation and to permit the Offeror to state its intentions regarding certain statements contained therein. The Offeror is not permitted any cardinal alteration of the Quotation regarding technical matters and shall not make any change to its price quotation at any time nor restate the Statement of Work (SOW).
- 4.1.5 The Offeror'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 Quotation 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 Quotations will be evaluated first. Quotations 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 two areas: Volume II - Price, Volume III- Technical. Should areas of Administrative non-compliance be identified in the Pricing or Technical evaluation this shall be treated in accordance with Section 4.2 below.
- 4.1.8 All administrative compliant Quotations will be reviewed for price compliancy and the identified lowest offer will be reviewed for technical compliance. Any Contract resulting from this RFQ will be awarded to the Offeror whose offer, as evaluated by the Purchaser, is the lowest priced, technically compliant quotation 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, Quotations will be reviewed for compliance with the Quotation Submission Requirements of this RFQ. These are as follows:

- (a) The Quotation was received by the RFQ Closing Date and Time,
- (b) The Quotation was packaged and marked properly (Paragraphs. 3.2 to 3.3),
- (c) The Quotation is provided in the English language,
- (d) The Administrative Package contains all the requested signed originals of the required Certificates at Annex B hereto (Paragraph 3.3).

4.2.2 A Quotation 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 either the Price or Technical evaluation, that the Offeror has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its Quotation on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Offeror may be determined to have submitted a non-compliant Quotation.

## 4.3 PRICE CRITERIA

4.3.1 The Offeror'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 Quotation Preparation Section and the Instructions for preparation of the Pricing Sheets (Annex C) in particular.

4.3.1.2 Adequacy, accuracy, traceability and completeness of detailed pricing information.

4.3.1.2.1 The Offeror has furnished Firm Fixed Prices for all items listed. Not having provided a price for all items as required per the Pricing Sheets, i.e. to fill out **all** yellow fields, may render the Quotation non-compliant. Prices cannot be embedded/included in other prices.

4.3.1.2.2 All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Pricing Sheets.

4.3.1.2.3 Quotation prices include all costs for items supplied, delivered, and supported.

4.3.1.2.4 All prices have been accurately entered into appropriate columns and accurately totalled.

4.3.1.2.5 The Offeror has provided accurate unit prices (where required) and a total price for each line item.

4.3.1.2.6 The Offeror has provided accurate unit prices and a total price of each of the sub-items it added (if any).



- 4.3.1.2.7 The currency of all line items has been clearly indicated.
- 4.3.1.2.8 The Offeror 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, Paragraph 3.4.5 shall be met.
- 4.3.1.2.9 The Offeror 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.
- 4.3.1.2.10 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)).
- 4.3.1.2.11 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
- 4.3.1.2.12 The Price Quotation meets requirements for price realism as described below in Paragraph 4.3.5.
- 4.3.2 A Quotation 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.
- 4.3.3 Basis of Price Comparison to determine lowest compliant Quotation**
- 4.3.3.1 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 RFQ Closing Date.
- 4.3.3.2 The price comparison will be based on the Offered Grand Total Firm Fixed Price which includes all **CLINs** in the Pricing Sheets.
- 4.3.4 **Inconsistencies and discrepancies in Quotation price quotation.** In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the Quotation price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the Offeror, for the purpose of determining the total price of the Quotation, the following order of precedence shall apply:
  - 4.3.4.1 PDF copy of the completed Pricing Sheets
    - 4.3.4.1.1 Schedule of Supplies and Services Total to be Evaluated Quotation Price as indicated by the Offeror
    - 4.3.4.1.2 Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)
  - 4.3.4.2 Microsoft Excel copy of the completed Pricing Sheets
    - 4.3.4.2.1 Schedule of Supplies and Services Total to be Evaluated Quotation Price as indicated by the Offeror

4.3.4.2.2 Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)

**4.3.5 Price Realism**

4.3.5.1 Should an Offeror submit a price quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the Purchaser to be an unrealistic offer and may be determined to be non-compliant.

4.3.5.2 Indicators of an unrealistically low Quotation may include, but are not limited to, the following:

4.3.5.2.1 Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Offeror locality for the types of labour proposed.

4.3.5.2.2 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.

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

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

4.3.5.3.1 An error was made in the preparation of the Price Quotation. In such a case, the Offeror 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 Offeror. In such a case, the Offeror shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.

4.3.5.3.2 The Offeror has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Offeror 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.

4.3.5.3.3 The Offeror recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Offeror is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Quotation and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Offeror shall estimate the potential loss and show that the financial resources of the Offeror are adequate to withstand such reduction in revenue.

4.3.5.4 If an Offeror fails to submit a comprehensive and compelling response on one of the basis above, the Purchaser may determine the Quotation submitted as non-



compliant. If the Offeror responds on the basis of the above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Offeror to withdraw.

- 4.3.5.5 If the Purchaser accepts the Offeror's explanation of mistake in Section 4.3.5.3.1 and allows the Offeror to accept the Contract at the offered price, or the Purchaser accepts the Offeror's explanation pursuant to Section 4.3.5.3.3 above, the Offeror shall agree that the supporting pricing data submitted with its Quotation will be incorporated by reference in the resultant Contract. The Offeror 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.
- 4.3.5.6 If the Offeror presents a convincing rationale pursuant to Section 4.3.5.3.2 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 Quotation may be determined to be non-compliant.





#### **4.4 TECHNICAL CRITERIA**

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

##### **4.4.2 1) Technical Proposal Table of Contents and Cross Reference Compliance Table**

4.4.2.1 **Aim** – The purpose of this criterion is to ensure the Offeror has provided a Technical Proposal addressing each element of section 3.5.2.1 (Table of Contents) and section 3.5.2.2 (Cross Reference/Compliance Table) of the Book I – RFQ Instructions.

4.4.2.2 **Criterion** – The Offeror shall ensure that its Technical Proposal includes and addresses each element of section 3.5.2.1 and section 3.5.2.2 of the Book I – RFQ Instructions.

##### **4.4.2.3 Document References**

4.4.2.3.1 RFQ Instructions. Section 3.5.2.1

4.4.2.3.2 RFQ Instructions, Section 3.5.2.2

4.4.2.3.3 RFQ Instructions ANNEX E – COMPLIANCE TABLE

##### **4.4.2.4 Pass/Fail Criteria**

4.4.2.4.1 **Pass** – The Offeror has included each element from section 3.5.2.1 and section 3.5.2.2 of the Book I – RFQ Instructions in their Technical Proposal.

4.4.2.4.2 **Fail** – The Offeror has not included each element from section 3.5.2.1 and section 3.5.2.2 of the Book I – RFQ Instructions in their Technical Proposal.

##### **4.4.3 2) Project Overview and Applicable Documents**

4.4.3.1 **Aim** – The purpose of this criterion is to ensure the Offeror has provided a Technical Proposal addressing each element of section 3.5.2.3.1 and section 3.5.2.3.2 of the Book I – RFQ Instructions.

4.4.3.2 **Criterion** – The Offeror shall ensure that its Technical Proposal includes and addresses each element of section 3.5.2.3.1 and section 3.5.2.3.2 of the Book I – RFQ Instructions.

##### **4.4.3.3 Document References**

4.4.3.3.1 RFQ Instructions, Section 3.5.2.3.1

4.4.3.3.2 RFQ Instructions, Section 3.5.2.3.2

4.4.3.3.3 SOW Sections 3.2.2 and 3.2.3

##### **4.4.3.4 Pass/Fail Criteria**

4.4.3.4.1 **Pass** – The Offeror has included each element from section 3.5.2.3.1 and section 3.5.2.3.2 of the Book I – RFQ Instructions in their Technical Proposal.

4.4.3.4.2 **Fail** – The Offeror has not included each element from section 3.5.2.3.1 and section 3.5.2.3.2 of the Book I – RFQ Instructions in their Technical Proposal.





**4.4.4 3) Project Management Plan (PMP)**

4.4.4.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the Project Management requirements of the Project Management Plan (PMP) detailed in the Statement of Work (SOW) Section 3.2.4.

4.4.4.2 **Criterion** – At no longer than ten (10) pages in length, the Offeror shall detail the section 3 of the PIP, meeting the requirements specified in the Statement of Work (SOW) Section 3.2.4.

**4.4.4.3 Document References**

4.4.4.3.1 RFQ Instructions, Section 3.5.2.3.3

4.4.4.3.2 SOW Section 3.2.4

**4.4.4.4 Pass/Fail Criteria**

4.4.4.4.1 **Pass** – The Offeror has provided a proposal which clearly addresses how the requirements of SOW Section 3.2.4 will be delivered.

4.4.4.4.2 **Fail** – The Offeror has not answered the question or the Offeror has not met the requirements specified in the SOW Section 3.2.4.

**4.4.5 4) System Design, Integration and Implementation**

4.4.5.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the System Design, Integration and Implementation requirements of the Project Implementation Plan (PIP) detailed in the Statement of Work (SOW) Section 3.2.5 and Section 4.1.

4.4.5.2 **Criterion** – At no longer than thirty (30) pages in length, the Offeror shall provide a PIP section 4 and Site Implementation Plan detailed in the Statement of Work (SOW) Section 3.2.5 and Section 4.1.

**4.4.5.3 Document References**

4.4.5.3.1 RFQ Instructions, Section 3.5.2.3.4

4.4.5.3.2 SOW Sections 3.2.5 and 4.1

**4.4.5.4 Pass/Fail Criteria**

4.4.5.4.1 **Pass** – The Offeror’s Technical Proposal contains a PIP section 4 which clearly explains how the requirements specified in the Document References above shall be met by the Offeror. The Offeror’s PIP section 4 clearly demonstrates how the work under PIP section 4 shall be delivered; indicating how the components and quantities of equipment and licences in the SSS, and the Urgent Obsolescence Management Capabilities are deployed in the Offeror’s proposal and plans.

4.4.5.4.2 **Fail** – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not contain a PIP section 4 explaining how the requirements specified in the Document References above shall be met by the Offeror.

**4.4.6 5) Integrated Product Support (IPS)**



- 4.4.6.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the IPS requirements of the Project as detailed in the Statement of Work (SOW) Section 3.2.6 and Section 5.
- 4.4.6.2 **Criterion** – At no less than ten (10) pages and not more than thirty (30) pages in length, the Offeror shall provide a PIP section 5 explaining how the requirements specified in the Document References below shall be met.
- 4.4.6.3 Document References**
  - 4.4.6.3.1 RFQ Instructions, Section 3.5.2.3.5
  - 4.4.6.3.2 SOW Sections 2, 3.2.6 and 5
- 4.4.6.4 Pass/Fail Criteria**
  - 4.4.6.4.1 Pass – The Offeror’s Technical Proposal contains a PIP section 5 which clearly explains how the requirements specified in the Document References above shall be met by the Offeror.
  - 4.4.6.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not contain a PIP section 5 explaining how the requirements specified in the Document References above shall be met by the Offeror.
- 4.4.7 6) Quality Assurance and Quality Control**
  - 4.4.7.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the Quality Assurance and Quality Control requirements of the Project Implementation Plan (PIP) detailed in the Statement of Work (SOW) Sections 3.2.7 and 6.
  - 4.4.7.2 **Criterion** – At not less than three (3) pages and not longer than ten (10) pages in length, the Offeror shall provide a PIP section 6 explaining how the requirements specified in the Document References below shall be met.
  - 4.4.7.3 Document References**
    - 4.4.7.3.1 RFQ Instructions, Section 3.5.2.3.6
    - 4.4.7.3.2 SOW Sections 2, 3.2.7 and 6
  - 4.4.7.4 Pass/Fail Criteria**
    - 4.4.7.4.1 Pass – The Offeror’s Technical Proposal contains a PIP section 6 which clearly explains how the requirements specified in the Document References above shall be met by the Offeror.
    - 4.4.7.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not contain a PIP section 6 explaining how the requirements specified in the Document References above shall be met by the Offeror.
- 4.4.8 7) Configuration Management**
  - 4.4.8.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the Configuration Management requirements of the Project Implementation Plan (PIP) detailed in the Statement of Work (SOW) Section 3.2.8 and Section 7.



4.4.8.2 **Criterion** – At no less than three (3) pages and not longer than ten (10) pages in length, the Offeror shall provide a PIP section 6 explaining how the requirements specified in the Document References below shall be met.

**4.4.8.3 Document References**

4.4.8.3.1 RFQ Instructions, Section 3.5.2.3.7

4.4.8.3.2 SOW Sections 2, 3.2.8 and 7

**4.4.8.4 Pass/Fail Criteria**

4.4.8.4.1 Pass – The Offeror’s Technical Proposal contains a PIP section 7 which clearly explains how the requirements specified in the Document References above shall be met by the Offeror.

4.4.8.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not contain a PIP section 7 explaining how the requirements specified in the Document References above shall be met by the Offeror.

**4.4.9 8) Testing and Acceptance**

4.4.9.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the Testing and Acceptance requirements of the Project Implementation Plan (PIP) detailed in the Statement of Work (SOW) Section 3.2.9 and Section 8.

4.4.9.2 **Criterion** – At no longer than twenty (20) pages in length, the Offeror shall provide a PIP section 8 explaining how the requirements specified in the Document References below shall be met.

**4.4.9.3 Document References**

4.4.9.3.1 RFQ Instructions, Section 3.5.2.3.8

4.4.9.3.2 SOW Sections 3.2.9 and 8

**4.4.9.4 Pass/Fail Criteria**

4.4.9.4.1 Pass – The Offeror’s Technical Proposal contains a PIP section 8 which clearly explains how the requirements specified in the Document References above shall be met by the Offeror.

4.4.9.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not contain a PIP section 8 explaining how the requirements specified in the Document References above shall be met by the Offeror.

**4.4.10 9) Documentation**

4.4.10.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the Documentation and Project Portal requirements of the Project Implementation Plan (PIP) detailed in the Statement of Work (SOW) Section 3.2.10.

4.4.10.2 **Criterion** – At no longer than ten (10) pages in length, the Offeror shall provide a PIP section 9 explaining how the requirements specified in the Document References below shall be met.

**4.4.10.3 Document References**

4.4.10.3.1 RFQ Instructions, Section 3.5.2.3.9



4.4.10.3.2 SOW Sections 2, 3.2.10 and 3.4

**4.4.10.4 Pass/Fail Criteria**

4.4.10.4.1 Pass – The Offeror’s Technical Proposal contains a PIP section 9 which clearly explains how the requirements specified in the Document References above shall be met by the Offeror.

4.4.10.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not contain a PIP section 9 explaining how the requirements specified in the Document References above shall be met by the Offeror.

**4.4.11 10) Training**

4.4.11.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the Training requirements of the Project Implementation Plan (PIP) detailed in the Statement of Work (SOW) Section 3.2.11 and Section 5.6.

4.4.11.2 **Criterion** – At no longer than five (5) pages in length, the Offeror shall provide a PIP section 9 explaining how the requirements specified in the Document References below shall be met.

**4.4.11.3 Document References**

4.4.11.3.1 RFQ Instructions, Section 3.5.2.3.10

4.4.11.3.2 SOW Sections 3.2.11 and 5.6

**4.4.11.4 Pass/Fail Criteria**

4.4.11.4.1 Pass – The Offeror’s Technical Proposal contains a PIP section 10 which clearly explains how the requirements specified in the Document References above shall be met by the Offeror.

4.4.11.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not contain a PIP section 10 explaining how the requirements specified in the Document References above shall be met by the Offeror.

**4.4.12 11) Project Master Schedule (PMS)**

4.4.12.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to delivering the PMS requirements of the Project Implementation Plan (PIP) detailed in the Statement of Work (SOW) Section 3.3 and by the dates provided in the Schedule of Supplies and Services (SSS).

4.4.12.2 **Criterion** – The Offeror shall provide a PMS containing a preliminary Schedule and explain how the requirements and deadlines specified in the Document References below shall be met. The Offeror shall include a preliminary Plan on a Page (PoaP)

**4.4.12.3 Document References**

4.4.12.3.1 RFQ Instructions, Section 3.5.2.4

4.4.12.3.2 SOW Section 3.3

**4.4.12.4 Pass/Fail Criteria**



- 4.4.12.4.1 Pass – The Offeror’s Technical Proposal includes a PMS which provides a preliminary Schedule clearly explaining how the requirements specified in the Document References above shall be met and delivered by the Offeror by the dates provided in the SSS. The proposal shall also include a PoaP.
- 4.4.12.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not include a PMS which provides a preliminary PMS clearly explaining how the requirements specified in the Document References above shall be met and delivered by the Offeror by the dates provided in the SSS. A PoaP is not included or acceptable.

**4.4.13 12) Corporate Experience**

- 4.4.13.1 **Aim** – The purpose of this criterion is to provide confidence to the Purchaser that the Offeror has the necessary corporate experience of delivering successfully similar requirements to those in the Statement of Work (SOW).
- 4.4.13.2 **Criterion** – At no longer than two (2) pages in length, the Offeror shall detail its corporate experience of delivering similar requirements (as a prime or subcontractor) in a similar environment in the last five (5) years.

**4.4.13.3 Document References**

- 4.4.13.3.1 RFQ Instructions, Section 3.5.2.5
- 4.4.13.3.2 SOW Section 4.1

**4.4.13.4 Pass/Fail Criteria**

- 4.4.13.4.1 Pass – The Offeror’s Technical Proposal contains at least one (1) example of successfully delivering a similar requirement in a similar environment (as a prime or subcontractor) in the last five (5) years.
- 4.4.13.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not demonstrate any previous experience in delivering similar requirements (as a prime or subcontractor) in a similar environment in the last five (5) years.

**4.4.14 13) Project Manager’s Experience**

- 4.4.14.1 **Aim** – The purpose of this criterion is to provide confidence to the Purchaser that the Offeror’s Project Manager has the necessary experience in managing similar projects and can meet the requirements defined in the Statement of Work.
- 4.4.14.2 **Criterion** – At no longer than two (2) pages in length, the Offeror shall provide a CV for their offered Project Manager detailing their individual experience in accordance with the requirements specified in the Document Reference below.

**4.4.14.3 Document Reference**

- 4.4.14.3.1 RFQ Instructions, Section 3.5.2.6.1
- 4.4.14.3.2 SOW Section 3.1.3

**4.4.14.4 Pass/Fail Criteria**

- 4.4.14.4.1 Pass – The Offeror’s Technical Proposal contains a Project Manager’s CV which clearly explains how the requirements specified in the Document Reference above shall be met by the Offeror.



4.4.14.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror's Technical Proposal does not contain a Project Manager's CV which clearly explains how the requirements specified in the Document Reference above shall be met by the Offeror.

**4.4.15 14) Technical Lead's Experience**

4.4.15.1 **Aim** – The purpose of this criterion is to provide confidence to the Purchaser that the Offeror's Technical Lead has the necessary experience of delivering similar requirements and can meet the requirements defined in the Statement of Work.

4.4.15.2 **Criterion** – At no longer than two (2) pages in length, the Offeror shall provide a CV for their offered Technical Lead detailing their individual experience in accordance with the requirements specified in the Document Reference below.

**4.4.15.3 Document Reference**

4.4.15.3.1 RFQ Instructions, Section 3.5.2.6.2

4.4.15.3.2 SOW Section 3.1.4

**4.4.15.4 Pass/Fail Criteria**

4.4.15.4.1 Pass – The Offeror's Technical Proposal contains a Technical Lead's CV which clearly explains how the requirements specified in the Document Reference above shall be met by the Offeror.

4.4.15.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror's Technical Proposal does not contain a Technical Lead's CV which clearly explains how the requirements specified in the Document Reference above shall be met by the Offeror.

**4.4.16 15) Quality Assurance Representative (QAR)**

4.4.16.1 **Aim** – The purpose of this criterion is to provide confidence to the Purchaser that the Offeror's QAR has the necessary experience of delivering similar requirements and can meet the requirements defined in the Statement of Work.

4.4.16.2 **Criterion** – At no longer than two (2) pages in length, the Offeror shall provide a CV for their offered QAR detailing their individual experience in accordance with the requirements specified in the Document Reference below.

**4.4.16.3 Document Reference**

4.4.16.3.1 RFQ Instructions, Section 3.5.2.6.3

4.4.16.3.2 SOW Section 3.1.6

**4.4.16.4 Pass/Fail Criteria**

4.4.16.4.1 Pass – The Offeror's Technical Proposal contains a QAR's CV which clearly explains how the requirements specified in the Document Reference above shall be met by the Offeror.

4.4.16.4.2 Fail – The Offeror has not submitted a response to this criterion, or the Offeror's Technical Proposal does not contain a QAR's CV which clearly explains how the requirements specified in the Document Reference above shall be met by the Offeror.



**4.4.17 16) Integrated Product Support Manager (IPSM)**

4.4.17.1 **Aim** – The purpose of this criterion is to provide confidence to the Purchaser that the Offeror’s IPSM has the necessary experience of delivering similar requirements and can meet the requirements defined in the Statement of Work.

4.4.17.2 **Criterion** – At no longer than two (2) pages in length, the Offeror shall provide a CV for their offered IPSM detailing their individual experience in accordance with the requirements specified in the Document Reference below.

**4.4.17.3 Document Reference**

4.4.17.3.1 RFQ Instructions, Section 3.5.2.6.4

4.4.17.3.2 SOW Section 3.1.7

**4.4.17.4 Pass/Fail Criteria**

4.4.17.4.1 **Pass** – The Offeror’s Technical Proposal contains a IPSM’s CV which clearly explains how the requirements specified in the Document Reference above shall be met by the Offeror.

4.4.17.4.2 **Fail** – The Offeror has not submitted a response to this criterion, or the Offeror’s Technical Proposal does not contain a IPSM’s CV which clearly explains how the requirements specified in the Document Reference above shall be met by the Offeror.

**4.4.18 17) Purchaser Furnished Equipment (PFE) Management**

4.4.18.1 **Aim** – The purpose of this criterion is for the Purchaser to understand the Offeror’s approach to preventing projects from stalling and mitigate losses/costs following delay in the provision of PFE.

4.4.18.2 **Criterion** – At no longer than two (2) pages in length, the Offeror shall detail its corporate approach to proactively progressing and meeting the aims/requirements of projects and mitigating losses/costs following delays in providing PFE.

**4.4.18.3 Document Reference**

4.4.18.3.1 RFQ Instructions, Section 3.5.2.7

4.4.18.3.2 SOW Section 4.2

**4.4.18.4 Pass/Fail Criteria**

4.4.18.4.1 **Pass** – The Offeror has detailed their corporate approach to collaboratively and proactively meet the aims/requirements of projects following delays in providing PFE by discussing how the Project schedule could be re-profiled, how losses are mitigated and costs reduced.

4.4.18.4.2 **Fail** – The Offeror has not provided a response to this criterion.

4.4.19 Any content provided over the page limit specified for each question will not be subject to evaluation.

4.4.20 If an Offeror’s Technical Proposal is awarded a ‘Fail’ for any of the criteria listed in Section 4.4 above, their Proposal will be deemed technically non-compliant.



ANNEX A – Clarification Request Forms

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

| <b>ADMINISTRATIVE/CONTRACTUAL</b> |                         |                           |                          |                |
|-----------------------------------|-------------------------|---------------------------|--------------------------|----------------|
| <b>Serial Nr</b>                  | <b>RFQ Section Ref.</b> | <b>OFFEROR'S QUESTION</b> | <b>NCI AGENCY ANSWER</b> | <b>Status*</b> |
| <b>A.1</b>                        |                         |                           |                          |                |
| <b>A.2</b>                        |                         |                           |                          |                |
| <b>A.3</b>                        |                         |                           |                          |                |

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





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RFQ-CO-115511-UOMM  
Book I – RFQ Instructions  
Annex A – Clarification Requests Forms

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

| <b>PRICE</b>     |                         |                           |                          |                |
|------------------|-------------------------|---------------------------|--------------------------|----------------|
| <b>Serial Nr</b> | <b>RFQ Section Ref.</b> | <b>OFFEROR'S QUESTION</b> | <b>NCI AGENCY ANSWER</b> | <b>Status*</b> |
| <b>P.1</b>       |                         |                           |                          |                |
| <b>P.2</b>       |                         |                           |                          |                |
| <b>P.3</b>       |                         |                           |                          |                |

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

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INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

| <b>TECHNICAL</b> |                         |                           |                          |                |
|------------------|-------------------------|---------------------------|--------------------------|----------------|
| <b>Serial Nr</b> | <b>RFQ Section Ref.</b> | <b>OFFEROR'S QUESTION</b> | <b>NCI AGENCY ANSWER</b> | <b>Status*</b> |
| T.1              |                         |                           |                          |                |
| T.2              |                         |                           |                          |                |
| T.3              |                         |                           |                          |                |

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

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**ANNEX B-1 - CERTIFICATE OF LEGAL NAME OF OFFEROR**

This Quotation 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 QUOTATION:**

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**ALTERNATIVE POC:**

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE



ANNEX B-2 - CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Offeror shall certify signing this Quotation shall also certify that:

Each Offeror shall certify that in connection with this procurement:

- a. This quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Offeror or with any competitor;
- b. The contents of this Quotation have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award, directly or indirectly to any other Offeror or to any competitor, and;
- c. No attempt has been made, or will be made by the Offeror to induce any other person or firm to submit, or not to submit, a Quotation for the purpose of restricting competition.

2. Each person signing this Quotation shall also certify that:

- a. They are the person in the Offeror's organisation responsible within that organisation for the decision as to the quotation and that they have not participated and will not participate in any action contrary to 1(a) through 1(c) above, or;
- b. (i) They are not the person in the Offeror's organisation responsible within that organisation for the quotation but that they have 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) They have 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 OFFEROR DELETES OR MODIFIES SUBPARAGRAPH (1B) OF THIS ANNEX, THE OFFEROR MUST FURNISH WITH ITS QUOTATION A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.



ANNEX B-3 - CERTIFICATE OF QUOTATION VALIDITY

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



ANNEX B-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 Quotation recognises these requirements in total.

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



ANNEX B-5 - CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price quotation of this Quotation 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 B-6 - ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS**

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115511-UOMM have been received and the Quotation as submitted reflects the content of such Amendments:

| <b>Amendment Number</b> | <b>Date of Issue by the Purchaser</b> | <b>Date of Receipt by the Offeror</b> |
|-------------------------|---------------------------------------|---------------------------------------|
|                         |                                       |                                       |
|                         |                                       |                                       |
|                         |                                       |                                       |
|                         |                                       |                                       |
|                         |                                       |                                       |
|                         |                                       |                                       |
|                         |                                       |                                       |
|                         |                                       |                                       |
|                         |                                       |                                       |
|                         |                                       |                                       |

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company





**ANNEX B-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 (*Check  
the applicable statement below*):

- I do not have any supplemental agreements to disclose for the performance of this contract [*cross out points 1 to 6 of this certificate*].
- I do have supplemental agreements to disclose for the performance of this contract (*complete points 2 and 3 below in a separate attachment to this certificate*).

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 NCI Agency as a condition of my firm’s performance of the Contract, have been identified, as part of the Quotation.
2. 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.
3. 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*).
4. 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 Offeror may be cause for the NCIA to determine the submitted quotation to be non-compliant with the requirements of the RFQ.
5. 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 B-8 - CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF  
DELIVERED EQUIPMENT, SERVICES, MATERIALS AND  
INTELLECTUAL PROPERTY RIGHTS

The Offeror 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 B-9 - Comprehension and Acceptance of CONTRACT General and Special Provisions

The Offeror hereby certifies that it has reviewed the Contract Special Provisions set forth in the Prospective Contract, Book II of this Request for Quotation (RFQ) and the Contract Provisions set forth in the Basic Ordering Agreement signed with the NCI Agency. The Offeror 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 Offeror additionally certifies that the Quotation submitted by the Offeror 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 RFQ.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**ANNEX B-10 - LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS<sup>1</sup>**

| 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

<sup>1</sup> In accordance with section 3.4.15 of Book I, the Offeror shall identify in this Certificate any subcontractors whose estimated value of the subcontract is expected to equal or exceed €125,000.00.



ANNEX B-11 - CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



ANNEX B-12 - LIST OF KEY PERSONNEL

| <b>Name</b> | <b>Position</b>                           |
|-------------|---|
|             | Project Manager (PM)                      |
|             | Technical Lead (TL)                       |
|             | Quality Assurance Representative (QAR)    |
|             | Integrated Product Support Manager (IPSM) |



**ANNEX B-13 – DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY  
EMPLOYMENT**

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

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

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

- 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 Offeror 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<sup>1</sup> (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 Quotations / 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 they were 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.



**ANNEX B-14 - OFFEROR BACKGROUND IPR**

The Offeror Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

| ITEM | DESCRIPTION |
|------|-------------|
|      |             |
|      |             |
|      |             |
|      |             |
|      |             |

The Offeror has and will continue to have, for the duration of the Contract, all necessary rights in and to the Background IPR specified above.

The Background IPR stated above complies with the terms specified in Article 30 of the NCI Agency, Part III - General Provisions.



**ANNEX B-15 - LIST OF SUBCONTRACTOR IPR**

The Subcontractor IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

| ITEM | DESCRIPTION |
|------|-------------|
|      |             |
|      |             |
|      |             |
|      |             |
|      |             |

The Offeror has and will continue to have, for the duration of the Contract, all necessary rights in and to the IPR specified above necessary to perform the Offeror's obligations under the Contract.

The Subcontractor IPR stated above complies with the terms specified in Article 30 of the NCI Agency, Part III - General Provisions.



**ANNEX B-16 – VENDOR SUPPLY CHAIN SECURITY SELF-ATTESTATION  
STATEMENT**

I hereby as [*Insert Company Name*] affirm that the security of the supply chain for the product [*list the product(s) below*]

has been assessed and assessed against the requirements laid down in directive AC/322-D(2017)0016 (INV), named “NATO SUPPLY CHAIN SECURITY REQUIREMENTS FOR COMMERCIAL OFF THE SHELF COMMUNICATION AND INFORMATION SYSTEMS SECURITY ENFORCING PRODUCTS”.

I endorse this supply chain security statement for the product listed in the first paragraph of this certificate which covers the following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



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Annex C – Pricing Sheets

ANNEX C – PRICING SHEETS

[Provided under separate MS Excel File:

*“RFQ-CO-115511-UOMM – Book I Annex C – Pricing Sheets”*

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## ANNEX D – INSTRUCTIONS FOR THE PREPARATION OF PRICING SHEETS

1. Offerors are required, in preparing their Price Quotation to utilise the Pricing Sheets following the instructions detailed in Section III – Quotation Preparation Instructions and CLIN Pricing Sheet instructions within the Pricing Sheets itself.
2. The Offeror must complete and submit the Pricing Sheets with their Price Breakdown per CLIN – one (1) sheet is required for each Major CLIN (1, 2, 3, etc.).
3. The prices entered on the Pricing Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The total evaluated price shall be the price of the basic Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many Pricing Sheets for that CLIN as there are currencies.
7. In preparing the Price Quotation, the Offeror 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. The Purchaser in its favour may resolve ambiguous computation of prices. The Offeror shall identify the sub-CLIN, per line item, in each detailed Quoting Sheet section, i.e. Materials, Labour, Subcontract Labour, Travel etc., that is being priced.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. The Offeror shall not introduce any changes or deviations to the Schedule of Supplies and Services (SSS) as Published by the Purchaser.



**ANNEX E – COMPLIANCE TABLE**

Offeror shall complete column “QUOTATION REFERENCE” with Quotation references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (if applicable), page number etc. One copy each of the duly completed Cross Reference/Compliance Table is to be included in the Quotation Technical Proposal package. The Quotation shall follow the instructions in Section 3.5, and will be evaluated according to the instructions in Section 4.4.

| <b>RFQ Instructions Requirement Ref.</b>      | <b>SOW Requirement Ref</b> | <b>REQUIREMENT DESCRIPTION</b>   | <b>Evaluation Criterion Ref.</b> | <b>QUOTATION REFERENCE</b>        |
|---|----------------------------|--|----------------------------------|-----------------------------------|
| 3.5.2.1<br>Table of Contents                  | N/A                        | The Offeror shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.   | 4.4.2                            | <b><i>Offeror to complete</i></b> |
| 3.5.2.2<br>Cross-Reference / Compliance Table | N/A                        | The Offeror shall include the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked “QUOTATION REFERENCE” of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Offeror to ensure that all the required information has been provided in the Technical Proposal. | 4.4.2                            |                                   |





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 Annex E – Compliance Table

| RFQ Instructions Requirement Ref.                                   | SOW Requirement Ref | REQUIREMENT DESCRIPTION   | Evaluation Criterion Ref. | QUOTATION REFERENCE |
|---|---------------------|---|---------------------------|---------------------|
| 3.5.2.3<br>3.5.2.3.1<br>PIP Section 1 –<br>Project Overview         | 3.2.2               | The Offeror shall submit a preliminary Project Implementation Plan in accordance with the requirements of Section 3.2 of the Statement Of Work (SOW) for the Urgent Obsolescence Management (UOM) (Book II Part IV), which clearly describes how the Offeror intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements. The Offeror shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project. | 4.4.3                     |                     |
| 3.5.2.3.2<br>PIP Section 2 –<br>Applicable<br>Documents             | 3.2.3               | The Offeror shall list all documents or standards referenced by the other sections of the PIP.  | 4.4.3                     |                     |
| 3.5.2.3.3<br>PIP Section 3 –<br>Project<br>Management<br>Plan (PMP) | 3.2.4               | The Offeror shall describe how the Offeror intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control detailed in the Section 3.2.4 of the SOW and demonstrate how all the critical dates defined in the contract will be met.  | 4.4.4                     |                     |

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RFQ-CO-115511-UOMM  
 Book I – RFQ Instructions  
 Annex E – Compliance Table

| RFQ Instructions Requirement Ref.  | SOW Requirement Ref | REQUIREMENT DESCRIPTION   | Evaluation Criterion Ref. | QUOTATION REFERENCE |
|--|---------------------|---|---------------------------|---------------------|
| 3.5.2.3.4<br>PIP Section 4 – System Design, Integration and Implementation | 3.2.5<br>4.1        | The Offeror shall describe how the UOM capability and underlying components will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SOW. For this purpose the Offeror shall provide in its Quotation a draft System Design Specification (SDS) which shall demonstrate compliance with the Requirements as specified under Section 3.2.5 of the SOW and indicate how the components and quantities of equipment and licenses in the SSS are to be deployed.   | 4.4.5                     |                     |
| 3.5.2.3.5<br>PIP Section 5 – Integrated Product Support                    | 2<br>3.2.6<br>5     | The Offeror shall describe the Integrated Product Support (IPS) aspects of the Quotation including an exhaustive description of the proposed Integrated Product Support offering. This description shall address, with an adequate level of details, the following: Contractor's IPS Organisation, Roles, Responsibilities and Procedures; Maintenance Concept; LSA & RAMT; Technical Documentation and Data, Supply Support, Support and Test Equipment Lists; Training, including Manpower and Personnel Requirements; Planning and execution of Handling, Storage; Warranty; and Planning of Supply Chain Security as set forth in Section 3.2.6 of the SOW and in accordance with the applicable Standards and Specifications required in SOW Section 2. The description shall provide sufficient evidence to confirm that the Offeror will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SOW. | 4.4.6                     |                     |

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| RFQ Instructions Requirement Ref.                                     | SOW Requirement Ref | REQUIREMENT DESCRIPTION   | Evaluation Criterion Ref. | QUOTATION REFERENCE |
|---|---------------------|---|---------------------------|---------------------|
| 3.5.2.3.6<br>PIP Section 6 –<br>Quality Assurance and Quality Control | 2<br>3.2.7<br>6     | The Offeror shall describe the Quality Assurance and Quality Control aspects of their proposal including how the contents of SOW Section 3.2.7 and SOW Section 6 shall be met alongside adherence to the applicable Standards and Specifications required in SOW Section 2. The description shall include the general processes, methods and procedures in place in the Contractor organization to deliver quality work, artefacts, studies and documents as required in the SOW, including sub-Contractors and COTS elements management and integration. | 4.4.7                     |                     |
| 3.5.2.3.7<br>PIP Section 7 –<br>Configuration Management              | 2<br>3.2.8<br>7     | In this Section, the Offeror shall describe how it can meet the Configuration Management requirements as specified in Section 3.2.8 of the SOW. In conformance with the required Standards and Specifications required in SOW Section 7, this shall include a description of the unique Configuration Management framework, Baselines, the Product Lifecycle Management (PLM) tool, and the Configuration Management Database (CMDB).   | 4.4.8                     |                     |
| 3.5.2.3.8<br>PIP Section 8 –<br>Testing and Acceptance                | 3.2.9<br>8          | The Offeror shall describe how it can meet the UOMM testing requirements and its methodology for conducting all related activities as detailed in Sections 3.2.9 and Section 8 of the SOW. This includes the development of all test documentation required under this Contract, the conduct of all testing, the evaluation and documentation of the tests results by an Independent Verification and Validation (IV&V).  | 4.4.9                     |                     |
| 3.5.2.3.9<br>PIP Section 9 –<br>Documentation                         | 2<br>3.2.10<br>3.4  | The Offeror shall describe their Documentation Pack and proposed Project Portal as required in SOW Sections 3.2.10 and 3.4 and in accordance with applicable Standards and Specifications detailed on SOW Section 2 (including but not limited to ISO9001:2015). The Contractor shall provide details on when and how the documents will be delivered.  | 4.4.10                    |                     |



| RFQ Instructions Requirement Ref.         | SOW Requirement Ref | REQUIREMENT DESCRIPTION   | Evaluation Criterion Ref. | QUOTATION REFERENCE |
|---|---------------------|---|---------------------------|---------------------|
| 3.5.2.3.10<br>PIP Section 10 – Training   | 3.2.11<br>5.6       | The Offeror shall in this section demonstrate how it can meet the Training requirements as specified in Section 3.2.11 and Section 5.6 of the SOW.  | 4.4.11                    |                     |
| 3.5.2.4<br>Project Master Schedule (PMS): | 3.3                 | The Offeror shall provide a PMS that contains all contract events and milestones for the Project as described in Section 3.3 of the SOW, the PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them, including the Purchaser’s review stages. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project. Any PMS which does not align with the dates provided in the SSS may be determined to be non-compliant. | 4.4.12                    |                     |
| 3.5.2.4<br>Corporate Experience           | 4.1                 | The Offeror shall provide at least one (1) executive summary describing the successful delivery of a similar project in a similar environment during the last five (5) years. For each project, the Contractor shall describe:<br><br>- The domain or area (ideally the customer name), the size (contract value range), duration and challenges encountered with remediation;<br>- The scope of work, demonstrating its capability to implement Urgent Obsolescence Management Capabilities similar to the requirements defined in Section 4.1 of the SOW.   | 4.4.13                    |                     |



| RFQ Instructions Requirement Ref. | SOW Requirement Ref              | REQUIREMENT DESCRIPTION   | Evaluation Criterion Ref.            | QUOTATION REFERENCE |
|-----------------------------------|----------------------------------|---|--------------------------------------|---------------------|
| 3.5.2.6<br>Key Personnel<br>CVs   | 3.1.3<br>3.1.4<br>3.1.6<br>3.1.7 | <p>The Offeror shall provide the CV of the proposed Project manager and the Technical Lead.</p> <ul style="list-style-type: none"> <li>- For the Project Manager, the Offeror shall provide details about the qualifications, evidence of six (6) years' experience of successfully delivering requirements of a similar scope, duration, complexity and value and experience of applying formal project management methodologies (such as PRINCE2).</li> <li>- For the Technical Lead, the Offeror shall provide details about the qualifications, evidence of seven (7) years' experience in engineering positions associated with the review, design, development, evaluation, planning and operation of electrical or electronic components, subsystems, or systems for government or commercial use, membership of a recognised professional body and evidence of seven (7) years' experience in system design and integration of networking and communication component parts similar to those detailed in the Statement of Work.</li> <li>- For the Quality Assurance Representative (QAR), the Offeror shall provide details about the qualifications, evidence of seven (7) years' experience in working with quality control methods and tools and have a broad knowledge of NATO Standards (e.g. STANAG 4107 Ed. 11), processes and procedures applicable to Quality Assurance (QA) and Quality Control (QC) in the industry.</li> <li>- For the Integrated Product Support (IPS) Manager, the Offeror shall provide details about the qualifications, evidence of ten (10) years' experience in Supportability Engineering for HW/SW intensive systems, preferably in the Defense and Electronic sector. The IPS Manager shall have a systems engineering background or a supportability engineering equivalent certification with deep knowledge of the IPS related NATO standards, handbooks, ISOs/IEC and ASD (Aerospace &amp; Defence) Suite</li> </ul> | 4.4.14<br>4.4.15<br>4.4.16<br>4.4.17 |                     |



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| <b>RFQ<br/>Instructions<br/>Requirement<br/>Ref.</b>                | <b>SOW<br/>Requirement<br/>Ref</b> | <b>REQUIREMENT DESCRIPTION</b>  | <b>Evaluation<br/>Criterion<br/>Ref.</b> | <b>QUOTATION<br/>REFERENCE</b> |
|---|------------------------------------|---|--|--------------------------------|
| 3.5.2.7<br>Purchaser<br>Furnished<br>Equipment (PFE)<br>Management: | 4.2                                | In accordance with SOW Section 4.2, the Offeror shall provide details on approach to preventing projects from stalling and mitigate losses/costs following delay in the provision of PFE. | 4.4.18                                   |                                |

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**RFQ-CO-115511-UOMM**

**URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM) FOR  
CIS SECURITY SERVICES**

**NETWORK INTRUSION DETECTION/PREVENTION SYSTEMS (NIPS)  
AND FULL PACKET CAPTURE (FPC)**

**(TECHNOLOGY REFRESH)**



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

**BOOK II**

**THE PROSPECTIVE CONTRACT**

## GENERAL INDEX

### **BOOK II - THE PROSPECTIVE CONTRACT**

NCI Agency Purchase Order Signature

Part I: Schedule of Supplies and Services (SSS)

Part II: Contract Special Provisions

Part III: BOA General Provisions or Contract General Provisions

Part IV: Statement of Work (SOW)



| <b>PROSPECTIVE NCI AGENCY CONTRACT</b>  |   |
|---|---|
| <b>1. Original Number</b>   | <b>2. Purchase Order Number:</b>  |
| <b>3. Contract Number: CO-115511-UOMM</b>   | <b>4. Effective Date:</b>   |
| <b>5. Contractor:</b>   | <b>6. Purchaser:</b><br>NATO Communications and Information Agency<br>Boulevard Leopold III<br>B-1110 Bruxelles<br>Belgium      |
| <b>7. Schedule of Supplies and Services:</b><br><br>The contractor shall deliver supplies and/or services in accordance with the attached Schedule of Supplies and Services (SSS) and Statement of Work (SOW).  |   |
| <b>8. TOTAL AMOUNT OF CONTRACT</b><br>Firm Fixed Price:   | <b>DDP (Incoterms 2000)</b>   |
| <b>9. DELIVERY:</b><br>See:<br>Part I - Schedule of Supplies and Services (SSS);<br>Part IV - Statement of Work (SOW).<br><br>Purchaser exempt from VAT and Customs Duties  | <b>10. SHIP TO/MARK FOR:</b><br>See:<br>Part I - Schedule of Supplies and Services (SSS);<br>Part IV - Statement of Work (SOW). |
| <b>11. CONTRACT AGREEMENT:</b><br>a. 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 stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the Contractor's <b>Basic Ordering Agreement No. NCI Agency/BOA/_____</b> (if one is currently in effect with the Purchaser) <u>or</u> General Provisions and the Special Conditions attached to this Purchase Order.<br><br>b. Order of Precedence is as follows:<br>1. This Signature Page;<br>2. Schedule of Supplies and Services;<br>3. Special Provisions;<br>4. BOA General Provisions <u>or</u> General Provisions<br>5. Statement of Work and Annexes;<br>6. Any document expressly incorporated by reference into this Contract. |   |
| <b>12. Signature of Contractor</b>  | <b>13. Signature of Purchaser</b>   |
| <b>14. Name and Title of Signer</b>   | <b>15. Name and Title of Signer</b>   |
| <b>16. Date signed by Contractor</b>  | <b>17. Date Signed by Purchaser</b>   |



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Book II, The Prospective Contract  
Part I, Schedule of Supplies and Services  
NCIA/ACQ/2021/07262

## **RFQ-CO-115511-UOMM**

### **URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM) FOR CIS SECURITY SERVICES**

### **NETWORK INTRUSION DETECTION/PREVENTION SYSTEMS (NIPS) AND FULL PACKET CAPTURE (FPC)**

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**BOOK II, PART I**

**SCHEDULE OF SUPPLIES AND SERVICES**

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| CP120 - WP0.3 - Urgent Obsolescence Management - Mitigation                         |  |  |                      |                 |          |            |                        |  |                         |
|---|--|--|----------------------|-----------------|----------|------------|------------------------|--|-------------------------|
| Network Intrusion Detection/Prevention Systems (NIPS) and Full Packet Capture (FPC) |  |  |                      |                 |          |            |                        |  |                         |
| CLIN  | Description  | SOW Reference                                      | Delivery Destination | Unit of measure | Quantity | Unit Price | Total Firm Fixed Price | Notes  | Delivery Schedule EDC + |
| <b>1</b>  | <b>Project Management Activities</b>                               |  |                      |                 |          |            |                        |  |                         |
| 1.1   | PMS  | 3.3  | NCIA                 | Lot             | 1        |            |                        | Monthly throughout the project                 | EDC + 4 to 44 weeks     |
| 1.2   | PMS PoaP   | 3.3.7  | NCIA                 | Lot             | 1        |            |                        | Monthly throughout the project                 | EDC + 4 to 44 weeks     |
| 1.3   | Kick-Off meeting   | 3.6.3  | NCIA                 | Task            | 1        |            |                        | One instance                                   | EDC + 1 week            |
| 1.4   | Project Status Report (PSR)  | 3.6.1  | NCIA                 | Lot             | 1        |            |                        | Monthly throughout the project                 | EDC + 4 to 44 weeks     |
| 1.5   | Project Review Meeting (PRM)                                       | 3.6.5  | NCIA                 | Task            | 1        |            |                        | Monthly throughout the project                 | EDC + 4 to 44 weeks     |
| 1.6   | Risk Log   | 3.7.5  | NCIA                 | Lot             | 1        |            |                        | Monthly throughout the project                 | EDC + 4 to 44 weeks     |
| 1.7   | Issue Log  | 3.8  | NCIA                 | Lot             | 1        |            |                        | Monthly throughout the project                 | EDC + 4 to 44 weeks     |
| 1.8   | Quality Assurance Plan (QAP)                                       | 6.6  | NCIA                 | Lot             | 1        |            |                        | Initial Documentation pack                     | EDC + 4 weeks           |
| 1.9   | Documentation Plan (DP)  | 3.2.10   | NCIA                 | Lot             | 1        |            |                        | Initial Documentation pack                     | EDC + 4 weeks           |
| 1.10  | Lessons Learned and Identified Report                              | 4.4.3.3.4  | NCIA                 | Lot             | 1        |            |                        | Submitted as part of FSA                       | EDC + 44 weeks          |
|   | <b>TOTAL CLIN 1</b>  |  |                      |                 |          |            |                        |  |                         |
| <b>2</b>  | <b>Design</b>  |  |                      |                 |          |            |                        |  |                         |
| 2.1   | System Requirements Review   | 6.5.3  | NCIA                 | Task            | 1        |            |                        |  | EDC + 2 weeks           |
| 2.2   | PIP  | 3.2, 3.2.4, 3.7, 3.8                               | NCIA                 | Lot             | 1        |            |                        |  | EDC + 4 weeks           |
| 2.3   | Site Implementation Plan Strategy (SIPS)                           | 3.2.5.3  | NCIA                 | Lot             | 1        |            |                        |  | EDC + 4 weeks           |
| 2.4   | System Design and Implementation Plan (SDIP)                       | 3.2.5  | NCIA                 | Lot             | 1        |            |                        |  | EDC + 6 weeks           |
| 2.5   | Integrated Product Support Plan (IPSP)                             | 5.1.4  | NCIA                 | Lot             | 1        |            |                        |  | EDC + 4 weeks           |
| 2.6   | Configuration Management Plan (CMP)                                | 7.1.3  | NCIA                 | Lot             | 1        |            |                        |  | EDC + 14 to 44 weeks    |
| 2.7   | Requirements Traceability Matrix (RTM)                             | 8.7  | NCIA                 | Lot             | 1        |            |                        |  | EDC + 6 weeks           |
| 2.8   | Master Test Plan (MTP)   | 8.4  | NCIA                 | Lot             | 1        |            |                        |  | EDC + 6 weeks           |
| 2.9   | Event Test Plan (ETP)  | 8.5  | NCIA                 | Lot             | 28       |            |                        |  | EDC + 6 weeks           |
| 2.10  | Preliminary Design Review  | 4.4.2.1  | NCIA                 | Task            | 1        |            |                        |  | EDC + 6 weeks           |
| 2.11  | Critical Design Review   | 4.4.2.2  | NCIA                 | Task            | 1        |            |                        |  | EDC + 10 weeks          |
| 2.12  | Update of System level documentation                               | 4.4.3.3, 4.4.4, 4.5                                | NCIA                 | Lot             | 28       |            |                        |  | EDC + 44 weeks          |
| 2.13  | As Built Documentation (ABD) and Interface Control Documents (ICD) | 5.5.5  | NCIA                 | Lot             | 28       |            |                        |  | EDC + 14 to 44 weeks    |
|   | <b>TOTAL CLIN 3</b>  |  |                      |                 |          |            |                        |  |                         |
| <b>3</b>  | <b>Installation, integration and testing</b>                       |  |                      |                 |          |            |                        |  |                         |
| 3.1   | Site Survey Reports validated                                      | 4.5.2.5  | NCIA                 | Lot             | 28       |            |                        |  | EDC + 10 weeks          |
| 3.2   | Test Readiness Review (TRR)  | 8.1  | NCIA                 | Task            | 28       |            |                        |  | EDC + 20 to 44 weeks    |
| 3.3   | Site Acceptance Testing (SAT)                                      | 8.2  | NCIA                 | Task            | 28       |            |                        |  | EDC + 20 to 44 weeks    |
| 3.4   | Provisional Site Acceptance (PSA) - NODCERS                        | 4.4.3.2  | NCIA                 | Task            | 1        |            |                        |  | EDC + 20 weeks          |
| 3.5   | Provisional Site Acceptance (PSA) - Mons                           | 4.4.3.2  | NCIA                 | Task            | 1        |            |                        |  | EDC + 25 weeks          |
| 3.6   | Provisional Site Acceptance (PSA) - Tier-3 sites                   | 4.4.3.2  | NCIA                 | Task            | 27       |            |                        |  | EDC + 44 weeks          |
| 3.7   | Full Site Acceptance (FSA)   | 4.4.3.3  | NCIA                 | Task            | 1        |            |                        |  | EDC + 44 weeks          |
|   | <b>TOTAL CLIN 5</b>  |  |                      |                 |          |            |                        |  |                         |
| <b>4</b>  | <b>Integrated Product Support (IPS)</b>                            |  |                      |                 |          |            |                        |  |                         |
| 4.1   | S1000D   | 5.5.2  | NCIA                 | Lot             | 1        |            |                        |  | EDC + 14 to 44 weeks    |
| 4.2   | S2000M   | 5.4.1, 5.4.6, 5.4.7, 5.5.3, 5.5.3.4                | NCIA                 | Lot             | 1        |            |                        |  | EDC + 14 to 44 weeks    |
| 4.3   | S3000L   | 5.3.1, 5.3.2, 5.3.3, 5.3.8, 5.3.11, 5.5.3, 5.5.3.4 | NCIA                 | Lot             | 1        |            |                        |  | EDC + 14 to 44 weeks    |
| 4.4   | Support Equipment  | B4.3   | NCIA                 | Lot             | 28       |            |                        |  | EDC + 14 to 44 weeks    |
|   | <b>TOTAL CLIN 6</b>  |  |                      |                 |          |            |                        |  |                         |
| <b>5</b>  | <b>Training</b>  |  |                      |                 |          |            |                        |  |                         |
| 5.1   | Training Needs Analysis  | 5.6.8  | NCIA                 | Task            | 1        |            |                        | Centralised approach                           | EDC + 6 to 10 weeks     |
| 5.2   | Training Plan  | 5.6.9, 5.6.11                                      | NCIA                 | Lot             | 1        |            |                        |  | EDC + 10 weeks          |
| 5.3   | Training Plan on a Page (PoaP)                                     | 5.6.11   | NCIA                 | Lot             | 1        |            |                        |  | EDC + 10 weeks          |
| 5.4   | Training Operators, Admins and Site Support                        | 5.6  | NCIA                 | Task            | 28       |            |                        | Session delivered at every site                | EDC + 20 to 44 weeks    |
|   | <b>TOTAL CLIN 7</b>  |  |                      |                 |          |            |                        |  |                         |
| <b>6</b>  | <b>Warranty</b>  |  |                      |                 |          |            |                        |  |                         |
| 6.1   | Warranties (FSA --> FSA + 12m)                                     | 5.14   | NCIA                 | Task            | 1        |            |                        | Professional Services and Hardware maintenance | EDC + 96 weeks          |
|   | <b>TOTAL CLIN 8</b>  |  |                      |                 |          |            |                        |  |                         |



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## **RFQ-CO-115511-UOMM**

**URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM)  
FOR CIS SECURITY SERVICES**

**NETWORK INTRUSION DETECTION/PREVENTION SYSTEMS (NIPS)  
AND FULL PACKET CAPTURE (FPC)**

**(TECHNOLOGY REFRESH)**



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**BOOK I, PART II**

**SPECIAL PROVISIONS**

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**1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI AGENCY CONTRACT GENERAL PROVISIONS**

- 1.1. Article 7 "Participating Countries" supplements Article 9 "Participating Countries" of Part III - The General Provisions.
- 1.2. Article 8 "Security" augments Article 11 "Security" of Part III - The General Provisions.
- 1.3. Article 11 "Contractor's Personnel Working at Purchaser's Facilities" supplements Article 14 "Contractor Personnel Working at Purchaser's Facilities" of Part III - The General Provisions.
- 1.4. Article 12 "Pricing of Changes, Contract Amendments, Follow-on Contracts and Contract Claims" augments Article 19 "Pricing of Changes, Amendments and Claims" of Part III - The General Provisions.
- 1.5. Article 31 "Inspection and Acceptance of Work" supplements Article 21 "Inspection and Acceptance of Work" of Part III - The General Provisions.
- 1.6. Article 32 "Invoices and Payment" augments Article 25 "Invoices and Payment" of Part III - The General Provisions.
- 1.7. Article 37 "Warranty of Services" supplements Article 27 "Warranty of Work (Exclusive of Software)" of Part III - The General Provisions.
- 1.8. Article 38 "Liquidated Damages" replaces Article 38 "Liquidated Damages" of Part III - The General Provisions.
- 1.9. Article 39 "Consequences of Termination or Expiry" supplements Article 39 "Termination for Default" of Part III – The General Provisions.

**2. ORDER OF PRECEDENCE**

- 2.1. 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 (SSS)
  - c. Part II - The Contract Special Provisions
  - d. Part III – BOA General Provisions or Contract General Provisions

- e. Part IV - The Statement of Work (SOW) and SOW Annexes
- f. The Contractor's Technical Proposal including any clarifications thereto, incorporated by reference, and the formal documentation of pre-Contract discussions.

### **3. TYPE OF CONTRACT**

- 3.1. This is a Firm-Fixed Price (FFP) Contract established for the supplies and services defined in Part I - SSS and Part IV - SOW.
- 3.2. The FFP include all expenses related to the performance of the prospective Contract to include travel. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated FFP except as provided under other provisions of this Contract.
- 3.3. The Total Contract price is inclusive of all expenses related to the performance of the present contract.

### **4. PROJECT OVERVIEW**

- 4.1. The NCI Agency is seeking the acquisition and deployment of cyber security equipment to replace equipment and systems that are at or near End of Life (EoL) or End of Support (EoS).
- 4.2. The geographical location within the scope of the Contract is as per the SSS and the SOW.
- 4.3. The full requirements, Contractor Deliverables and scope is as per the SOW.

### **5. PERIOD OF PERFORMANCE (POP)**

- 5.1. The Period of Performance (POP) for this critical, time of the essence project, from Effective Date of Contract and not including warranty period is as follows:
  - 5.1.1. EDC +44 weeks.
- 5.2. The Completion Date for this Contract shall be no later than the 5 December 2022.



## **6. COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 6.1. The Contractor warrants that he has read, understood and agreed to each and all terms, articles, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance through delivery, without reservations, of the said Contract terms within their normal and common meaning.
- 6.2. 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 it shall use reasonable endeavours to ensure that the work be delivered to meet or exceed the performance requirements of the said specifications.
- 6.3. The Contractor hereby acknowledges that he 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.
  - 6.3.1. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or,
  - 6.3.2. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
  - 6.3.3. Notwithstanding Article 16 "Changes" in Part III - The General Provisions or any other Article(s) 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 FFP as set forth in this Contract or to any extension of the delivery times for the work beyond the POP in the SSS.

## **7. PARTICIPATING COUNTRIES**

- 7.1. This Article supplements Article 9 "Participating Countries" of Part III - The General Provisions.

- 7.2. The following NATO member nations have agreed to fund this acquisition effort: (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.
- 7.3. The Contractor may issue sub-contracts to firms and purchase from qualified vendors in any NATO member nation. None of the work, including project design, labour and services, shall be performed other than by firms from and within participating countries and Afghanistan, as per NATO policy.
- 7.4. The Contractor shall notify in writing to the Purchaser immediately upon being informed of any change in the nationality of its Sub-contractor(s) which would prevent the Contractor from further complying with Article 7.3 above. Upon receipt of this information from the Contractor, the Purchaser may, within three months from this notification, require the Contractor to find an alternate subcontractor, complying with the requirements set out in Article 7.3 above.
- 7.5. Unless authorized by NATO Policy, no material or items of equipment down to and including identifiable sub-assemblies delivered under this Contract shall be manufactured or assembled by a firm other than from and within a participating country.
- 7.6. The intellectual property rights to all designed documentation and system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

## **8. SECURITY**

- 8.1. This Article augments Article 11 "Security" of Part III - The General Provisions.
- 8.2. The security classification of this Contract is NATO UNCLASSIFIED.
- 8.3. Contractor and Subcontractor personnel employed under this Contract that will require access to NATO locations, such as sites and headquarters, where classified material and information up to and including "NATO SECRET" are handled shall be required to have a NATO security clearance up to this level. Contractor personnel who need System



- Administrator or Operator privileges when working on NATO SECRET systems shall be required to hold NATO CTS (Cosmic Top Secret) clearances.
- 8.4. The Contractor will be required to handle and store classified material to the level of "NATO SECRET".
  - 8.5. It is the responsibility of the Contractor to ensure that its personnel obtain the required security clearances and transmit this information to the sites to be visited in adequate time that the site may perform the appropriate administration. Contractors are advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
  - 8.6. Failure to obtain or maintain the required level of security for Contractor personnel for the period of performance of this Contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Article 11 Sub-Contracts and Article 39 Termination for Default, Part III - General Provisions.
  - 8.7. The Contractor's Team Members shall possess a valid passport or ID Card and is required to maintain its validity for duration of the contract.
  - 8.8. All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with the applicable security regulations.
  - 8.9. At the end of the Contract, the Contractor shall deliver all the documentation and information collected and generated in support of this Contract to the Purchaser. This includes a certificate that no copies are retained at the Contractor's facilities. Additionally, any equipment that had been connected to a classified network during this Contract shall be returned to the Purchaser (i.e. laptops, USB-keys, etc.).
  - 8.10. In the performance of all works under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO and National security regulations as implemented by the Purchaser and by the local authorities.
  - 8.11. The Contractor shall note that there are restrictions regarding the carriage and use of electronic device (e.g. laptops, cell/mobile telephones) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.

- 8.12. The Statement of Work defines the level of security of information exchanged and used for performance of the Contract.
- 8.13. In particular, the Contractor undertakes to:
- 8.13.1. Appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
  - 8.13.2. Maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;
  - 8.13.3. Abstain from copying by any means, without the authorization of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
  - 8.13.4. Furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
  - 8.13.5. Maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
  - 8.13.6. Deny access to NATO classified information to any person other than those persons authorized to have such access by the national security authority or designated security agency;
  - 8.13.7. Limit the dissemination of NATO classified information to the smallest number of persons (“need to know basis”) as is consistent with the proper execution of the Contract;
  - 8.13.8. Comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;

- 8.13.9. Report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 8.13.10. Apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub- contract would involve that the Subcontractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 8.13.11. Undertake not to utilize, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorized representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorized with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorized representative may direct;
- 8.13.12. Classify any produced document with the highest classification of the NATO classified information disclosed in that document.

## **9. TRANSPORTATION OF EQUIPMENT**

- 9.1. All supplies covered under this Contract, including Purchaser Furnished Equipment (PFE), shall be transported to and from all destinations at the responsibility of the Purchaser, once handed over to the Contractor, and items shipped under warranty for repair or otherwise, shall be transported to and from all destinations at the responsibility of the Purchaser. The Contractor shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

## **10. CONTRACTOR'S RESPONSIBILITY**

- 10.1. The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

## **11. CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES**

- 11.1. This Article supplements Article 14 "Contractor's Personnel Working at Purchaser's Facilities" of Part III - The General Provisions.
- 11.2. The Contractor shall be responsible for ascertaining what necessary facilities will be available and whether they will be provided free of charge, or determining what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.

**12. PRICING OF CHANGES, AMENDMENTS TO CONTRACT, FOLLOW-ON CONTRACTS AND CONTRACT CLAIMS**

- 12.1. This Article augments Article 19 "Pricing of Changes, Amendments and Claims" of Part III - The General Provisions
- 12.2. All amendments to this Contract shall be serially numbered, in writing, and issued by the Purchaser's Contracts Officer.
- 12.3. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract, in accordance with Article 16 "Changes" of Part III, General Provisions.
- 12.4. Changes, amendments, follow-on Contracts of any nature, and claims shall be priced in accordance with Article 19 "Pricing of Changes, Amendments and Claims" of Part III - The General Provisions, and with the "Purchaser's Pricing Principles" as set out in the Annex 1 to Part III – The General Provisions.
- 12.5. Except otherwise provided for in this Contract, prices quoted for the above-mentioned changes, modifications, etc. shall have a minimum validity period of twelve (12) months from the date of purchaser acceptance of proposal.
- 12.6. The pricing information contained in the cost breakdown sheets submitted with the Bidding sheets, as part of the Contractor's proposal, and especially the forward labour rates provided, will constitute the basis for any future negotiations related to possible future amendments to this Contract.

**13. WAIVER**

- 13.1. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- 13.2. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

#### **14. THIRD PARTY RIGHTS**

- 14.1. Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

#### **15. ENTIRE AGREEMENT**

- 15.1. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

#### **16. NON DISCLOSURE**

- 16.1. The Contractor's performance under this Contract may require access to third party data and information. The Contractor shall exercise the same degree of care for such third party data and information that it undertakes to preserve and protect its own data and information.
- 16.2. All Contractor and Sub Contractor personnel working at any NATO Organisations/ Commands premises or having access to NATO classified/commercial-in-confidence information must certify and sign the Non-Disclosure Declaration at Annex A hereto and provide it to the Purchaser's Contracting Authority prior to the commencement of any performance under this contract.
- 16.3. The Contractor and Subcontractors may be reasonably required to sign subject to their review other non-disclosure agreements or certificates for access to specific information to complete tasks.
- 16.4. The Contractor shall ensure that its officers, employees, agents and Sub-Contractors shall have been made aware of the requirements of confidentiality and shall not cause or permit the data and/or information to be either totally or partially disclosed to any unauthorised Contractor personnel or third party personnel.
- 16.5. The Contractor shall be liable for all damages resulting from the non-authorized use of the data and/or information by the Contractor's personnel.



## **17. ADVERTISEMENTS, PUBLICIZING AWARDS, NEWS RELEASES, AND CONFERENCES**

- 17.1. All press releases or announcements about any contract award hereunder shall be approved by the Purchaser's Contracting Authority prior to release. Under no circumstances shall the Contractor, subcontractor, teaming partner, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Purchaser's Contracting Authority. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Purchaser or is considered by the Purchaser to be superior to other products or services.
- 17.2. Any presentation, white paper, article et cetera written, submitted or presented by Contractor personnel shall be reviewed and approved by the Purchaser's Contracting Authority prior to delivery. This special requirement shall apply whether the Contractor personnel is acting on behalf of the company or unofficially on behalf of himself or herself.

## **18. EQUALITY**

- 18.1. Without prejudice to Article 7 above:
- 18.1.1. the Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender, sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.
- 18.1.2. the Contractor agrees to take reasonable efforts to secure the observance of the provisions of this Article 18 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.
- 18.1.3. the Contractor agrees to take reasonable efforts to reflect this Article 18 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Article 18 in their subcontracts that they enter into to satisfy the requirements of the Contract.

## **19. APPLICABLE REGULATIONS**

- 19.1. The Contractor shall be responsible for obtaining permits or licences to comply with national codes, laws and regulations or local rules and practices of the country of work with respect of any works carried out at the designated work sites stated under this Contract.
- 19.2. 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 work's safety provisions and the requirements provided in the SOW Section 9.

## **20. CONFLICT OF INTEREST**

- 20.1. A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or Subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.
- 20.2. The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Purchaser's Contracting Authority. If, after award of this Contract herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Purchaser's Contracting Authority as set forth below.
- 20.3. If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor, impose mitigation measures, or terminate the Contract for default in accordance with Article 39 "Termination For Default" of Part III – The General Provisions.

- 20.4. The Contractor's notice called for in Article 20.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Purchaser's Contracting Authority in analyzing the situation. Any changes to the contractor's Conflict of Interest Mitigation Plan, if any is incorporated in the Contract, should be also detailed.
- 20.5. The Contractor has the responsibility of formulating and forwarding a proposed conflict of interest mitigation plan to the Purchaser's Contracting Authority, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.
- 20.6. If the Purchaser's Contracting Authority in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Purchaser's Contracting Authority will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Purchaser's Contracting Authority has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the contract.
- 20.7. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

## **21. MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS**

- 21.1. If a Contractor merges, is acquired, or recognizes a successor in interest to Purchaser contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a Contracting Officer other than the Purchaser's Contracting Authority named in Article 41 of these Contract Special Provisions, the Contractor must notify the Purchaser's Contracting Authority at least thirty (30) days in advance and provide a copy of the novation or other any other agreement that changes the status of the Contractor for signature by the Purchaser. Any successor must be in full compliance with all terms and conditions of this contract.

## **22. INSPECTION OF SERVICES – FIRM-FIXED PRICE**

- 22.1. Services, as used in this Article, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- 22.2. The Contractor shall provide and maintain an inspection system acceptable to the Purchaser covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Purchaser during contract performance and for as long afterwards as the contract requires.
- 22.3. The Purchaser has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Purchaser shall perform inspections and tests in a manner that will not unduly delay the work.
- 22.4. If the Purchaser performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. As far as is practicable such specific inspections shall be notified to the Contractor in writing in advance of such inspection.
- 22.5. If any of the services do not conform with the contract requirements, the Purchaser may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Purchaser may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- 22.6. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Purchaser may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Purchaser that is directly related to the performance of such service or (2) terminate the contract for default.
- 22.7. The services to be provided by the Contractor's personnel under this Contract shall conform to the highest professional standards and practices typical in its industry. Inspection of the services provided will be made by the Purchaser's Project Manager or assigned Technical Representative.

Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the Contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.

## **23. SUPPLY OF CONTRACTOR DELIVERABLES AND QUALITY ASSURANCE**

23.1. The Contractor shall:

23.1.1. provide the Contractor Deliverables to the Purchaser, in accordance with the SSS and the SOW (including any standards or processes specified therein).

23.1.2. allocate sufficient resources to the provision of the Contractor Deliverables to enable it to comply with the obligations in the SSS and SOW.

23.2. The Contractor shall:

23.2.1. comply with any applicable quality assurance requirements specified in SOW Section 6 in providing the Contractor Deliverables;

23.2.2. comply with all applicable Law and Legislation;

23.2.3. discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

23.3. The provisions of Article 23.2 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

## **24. KEY PERSONNEL**

24.1. The designated Contractor personnel fulfilling the roles described in the SOW are considered Key Personnel for successful Contract performance and are subject to the provisions of this Article as set forth in the following paragraphs.

24.2. The following personnel are considered Key Personnel for successful contract performance and is subject to the provisions of this Article as set forth in the following table:

| Role                                      | Name                              |
|---|-----------------------------------|
| Project Manager (PM)                      | To be completed based on proposal |
| Technical Lead (TL)                       | To be completed based on proposal |
| Quality Assurance Representative (QAR)    | To be completed based on proposal |
| Integrated Product Support Manager (IPSM) | To be completed based on proposal |

24.3. Under the terms of this Article, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract unless approved by the Purchaser. In cases where the Contractor has no control over the individual's non-availability (e.g. resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser immediately of a change of Key Personnel and offer a substitute with equivalent qualifications at no additional costs to the Purchaser within 21 days of the date of knowledge of the prospective vacancy.

24.4. The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted and must meet the minimum qualifications and required skills cited in the attached SOW.

24.5. In the event of a substitution of any Key Personnel listed above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate full details of professional and educational background, and evidence that the personnel is qualified in pertinent Contract related areas prescribed in the SOW.

24.6. The Purchaser reserves the right to interview any Contractor personnel proposed in substitution of previously employed Contractor Key Personnel to verify their language skills, experience and qualifications, and to assess technical compliance with the requirements set forth in the SOW.

24.7. The interview, if required, may be conducted as a telephone interview, or may be carried out at the Purchaser's premises in Brussels, Belgium.

24.8. If, as a result of the evaluation of the CV and/or interview the Purchaser judges that the proposed replacement Key Personnel does not meet the

- required skills levels, he/she shall have the right to request the Contractor to offer another qualified individual in lieu thereof.
- 24.9. All costs to the Contractor associated with the interview(s) shall be borne by the Contractor, independently from the outcome of the Purchaser's evaluation.
- 24.10. The Purchaser Contracting Authority will confirm any consent given to a substitution in writing through an Amendment to the Contract stating the effective date of change of personnel and only such written consent shall be deemed as valid evidence of Purchaser consent. Each of the replacement personnel will also be required to sign the Non-Disclosure Declaration at Annex A hereto prior to commencement of work.
- 24.11. Furthermore, even after acceptance of Contractor personnel on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject Contractor personnel, if the individual is not meeting the required level of competence. The Purchaser will inform the Contractor, in writing, in cases where such a decision is taken and the Contractor shall propose and make other personnel available within ten (10) working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and the Purchaser's acceptance of Contractor personnel shall in no way relieve the Contractor of his responsibility to achieve the Contractual and technical requirements of this Contract nor imply any responsibility of the Purchaser.
- 24.12. The Purchaser may, for just cause, require the Contractor to remove his employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and/or contain a notice of default and the remedies to be sought by the Purchaser.
- 24.13. In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Article may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract as provided under Article 39 "Termination for Default" of Part III - General Provisions.

## **25. INDEPENDENT CONTRACTOR**

- 25.1. 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.

- 25.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor's personnel employed under this Contract are not eligible for any diplomatic privileges or for NATO employee benefits.
- 25.3. The Contractor is responsible for providing the necessary insurance for his personnel and equipment as needed in the area of operations and for performing the contract.

## **26. RESPONSIBILITY FOR SUPPLIES**

- 26.1. Title to supplies furnished under this contract shall pass to the Purchaser upon formal Provisional Site Acceptance (PSA) and payment, regardless of when or where the Purchaser takes physical possession, unless the contract specifically provides for earlier passage of title.
- 26.2. Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Purchaser upon:
  - 26.2.1. Delivery of the supplies to a carrier, if transportation is F.O.B. origin; or
  - 26.2.2. Acceptance by the Purchaser or delivery of the supplies to the Purchaser at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- 26.3. Article 29.1 above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or PSA.
- 26.4. After cure or PSA, Article 26.1 above shall apply.

## **27. OWNERSHIP AND TITLE**

- 27.1. Upon Notification of Full Site Acceptance (FSA), the Title and Risk of Loss to all delivered/installed equipment, software, and documentation shall





transfer to and vest with the Purchaser, except where such software is otherwise under license to the Purchaser. In such cases, the software license shall be transferred to the Purchaser. Until FSA the Contractor shall be responsible for the equipment on site.

## **28. ENVIRONMENTAL REQUIREMENTS**

28.1. The Contractor shall in all its operations to perform the Contract, to the maximum extent possible, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. If requested by the Purchaser, the Contractor shall provide evidence of so doing in the monthly Project Status Report.

## **29. DISRUPTION**

29.1. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Purchaser, its employees or any other contractor employed by the Purchaser.

## **30. THIRD PARTY CO-OPERATION**

30.1. Subject to its other obligations under this Contract, the Contractor shall be open, co-operative and provide reasonable assistance to any third party supplier providing services to the Purchaser or to any third party to whom the Purchaser sub-contracts or delegates (or tasks to act in pursuance of) any of its rights and obligations under this Contract (each such third party being a "Purchaser Third Party". This assistance shall include:

30.1.1. providing such information about the manner in which the Contractor Deliverables are provided as is reasonably necessary for Purchaser Third Parties to provide their services and deliverables to the Purchaser or carry out such activities as have been delegated to them by the Purchaser;

30.1.2. making available to, or accepting information from, Purchaser Third Parties (including, where appropriate and agreed with the Purchaser, through the development of interfaces or information exchanges between the Contractor and Purchaser Third Parties);

- 30.1.3. using its reasonable endeavours to prevent, resolve and limit the impact on the Purchaser of any disputes or disagreements between it and any Purchaser Third Parties; and
  - 30.1.4. meeting with the Purchaser and Purchaser Third Parties to discuss the Contractor Deliverables and the services and deliverables provided by third parties.
- 30.2. Without limiting the Contractor's obligations, the Contractor shall inform the Purchaser of any disputes or disagreements between it and any of Purchaser Third Parties that may affect the provision of the Contractor Deliverables.

### **31. INSPECTION AND ACCEPTANCE OF WORK**

- 31.1. This Article supplements Article 21 "Inspection and Acceptance of Work" of Part III – The General Provisions.
- 31.2. Should the Purchaser give the Contractor the opportunity, at the Contractor's expense, to carry out remedial services as is necessary to correct the Contractor's failure or otherwise to rectify any breach, these remedial services shall be completed within Purchaser-specified time limits.
- 31.3. The services to be provided by the Contractor's personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in Part IV - SOW. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.
- 31.4. This Article 31 of the Special Provisions and Article 21 of the General Provisions shall also apply to any remedial services carried out by the Contractor.
- 31.5. The Purchaser's rights and remedies under the Article 31 of the Special Provisions and Article 21 of the General Provisions are in addition to its rights and remedies under this Contract.

## **32. INVOICES AND PAYMENT**

- 32.1. This Article augments Article 25 "Invoices and Payment" of Part III - The General Provisions.
- 32.2. Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract. Invoices shall be accompanied by a copy of the letter of acceptance issued by the Purchaser. It shall be the responsibility of the Contractor to ensure such letter is provided.
- 32.3. 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.
- 32.4. No payment will be made if CLIN items agreed for delivery before milestones are not complete as described in bidding sheets, SSS and SOW.
- 32.5. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 32.6. No payment will be made for additional items delivered that are not specified in the contractual document.
- 32.7. The invoice amount is exclusive of VAT and exclusive of all Taxes and Duties as per Article 26 Taxes and Duties, Part III – The General Provisions.
- 32.8. CLINs will be paid as below based on Purchaser milestone approval in writing.
- 32.9. The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 32.10. The Purchaser shall not bear any liability related to financial guarantees, which the Contractor is required to provide under this Contract.
- 32.11. The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
  - 32.11.1. Contract number
  - 32.11.2. Purchase Order number,

- 32.11.3. Contract Amendment number (if any)
  - 32.11.4. CLINs as they are defined in the priced SSS.
  - 32.11.5. Bank Account details for International wire transfers
- 32.12. 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."*

The certificate shall be signed by a duly authorised company official on the designated original.

- 32.13. Invoices shall be submitted to:

NATO Communications and Information Agency  
Finance, Accounting & Operations  
Batiment Z  
Av du Bourget 140  
B-1140 Belgium

OR

Shall be addressed to Financial Management at the following electronic address: [accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int)

AND

An electronic copy of the invoice shall be sent to the Purchaser's Contracting Authority, at the email address specified in the Article 41 of the Contract Special Provisions.

- 32.14. NCI Agency will make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.
- 32.15. The approval for payment of a valid and undisputed invoice by the Purchaser shall not be construed as acceptance by the Purchaser of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

32.16. The Contractor shall be entitled to submit invoices for accepted milestones as follows:

| Number           | Description   | Percentage of Total Contract CLIN Price | Delivery NLT (Not Later Than) |
|------------------|---|---|-------------------------------|
| <b>Milestone</b> | <b>ALL PAYMENTS SHALL BE MADE UPON PURCHASER WRITTEN ACCEPTANCE</b>           |   |                               |
| M1               | Critical Design Review (CDR)  | 20%                                     | EDC + 10 Weeks                |
| M2               | Provisional Site Acceptance (PSA) NODCERS                                     | 5%                                      | EDC + 20 Weeks                |
| M3               | Provisional Site Acceptance (PSA) Mons  | 5%                                      | EDC + 25 Weeks                |
| M4               | Provisional Site Acceptance (PSA) Tier-3 Sites and Full Site Acceptance (FSA) | 45%                                     | EDC + 44 Weeks                |
| M5               | Integrated Product Support (IPS)  | 15%                                     | EDC + 44 Weeks                |
| M6               | Warranties  | 10%                                     | EDC + 96 Weeks                |

**33. COMMERCIAL COMPUTER SOFTWARE LICENSE**

33.1. Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Purchaser will have the rights that are set forth in Articles of this Article to use, duplicate or disclose any commercial computer software delivered under this contract.

33.2. The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Purchaser except as provided in the Articles below of this Article or as expressly stated otherwise in this contract.

33.2.1. The commercial computer software may be:

33.2.1.1. Used or copied for use with the computer(s) for which it was acquired, including use at any installation detailed in the SOW to which the computer(s) may be transferred;

33.2.1.2. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

- 33.2.1.3. Reproduced for safekeeping (archives) or backup purposes;
  - 33.2.1.4. Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;
  - 33.2.1.5. Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and
  - 33.2.1.6. Used or copied for use with a replacement computer.
- 33.3. If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Purchaser without disclosure restrictions.

#### **34. ACCESS TO PURCHASER'S PREMISES**

- 34.1. The Contractor acknowledges that Purchaser premises to which it shall provide the Contractor Deliverables vary in physical size, occupancy levels and types.
- 34.2. The Contractor shall observe, and ensure that the Contractor's Team and Subcontractors observe, all health and safety rules and regulations and any other security requirements that apply at any of Purchaser's premises, including any the Purchaser policies and processes which may be communicated by the Purchaser to the Contractor.

#### **35. CARE AND DILIGENCE OF PROPERTY – RISK OF LOSS**

- 35.1. The Contractor shall use reasonable care to avoid damaging building, equipment, and vegetation (such as trees, shrub and grass) on the work site.
- 35.2. If the Contractor damages any such building or equipment, he shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

35.3. The Purchaser shall exercise due care and diligence for Contractor's and Purchaser's equipment, tools and materials at each site supplied and/or used for the performance of this Contract. Notwithstanding anything to the contrary herein contained in this Contract, the Purchaser will not assume any liability for damages occurring to or occasioned by said equipment, tools and materials except for (i) gross negligence or wilful misconduct of the Purchaser or his servants, agents or subcontractors or (ii) loss due to events covered under Article 39 "Termination for Default" of Part III – The General Provisions.

### **36. RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT**

- 36.1. The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 36.2. Specifically, personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the performance is to take place and living conditions while performing within the boundaries of the Contract. The selection of adequate personnel shall remain sole responsibility of the Contractor.

### **37. WARRANTY OF SERVICES**

- 37.1. Acceptance, as used in this Article, means the act of an authorized representative of the Purchaser by which the Purchaser assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- 37.2. Notwithstanding inspection and acceptance by the Purchaser or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Purchaser shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Purchaser; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming

- services, or (2) that the Purchaser does not require correction or re-performance.
- 37.3. If the Contractor is required to correct or re-perform, it shall be at no cost to the Purchaser, and any services corrected or re-performed by the Contractor shall be subject to this Article to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchaser's Contracting Authority may, by contract, otherwise, correct, or replace with similar services and charge to the Contractor the cost occasioned to the Purchaser thereby, or make an equitable adjustment in the contract price.
- 37.4. If the Purchaser does not require correction or re-performance, the CO shall make an equitable adjustment in the contract price.

### **38. LIQUIDATED DAMAGES**

- 38.1. This Article replaces Article 38 "Liquidated Damages" of Part III - The General Provisions.
- 38.2. If the Contractor fails to:
- 38.2.1. meet the delivery schedule of the Deliverables or any specified major performance milestones or required performance dates specified in the Schedule of Supplies and Services to this Contract, or any extension thereof, or
  - 38.2.2. deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the SSS 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 deadline or milestone, fixed and agreed liquidated damages of 1% (one percent) per day of the associated payment set forth in the schedule of payments provided in Article 12 of the Contract Special Provisions.
- 38.3. In addition to the liquidated damages, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Article 39 "Termination for Default" of Part III - The General Provisions. In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Article 39.5 "Termination for Default" of Part III - The General Provisions.



- 38.4. 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 Article 39.6 "Termination for Default" of Part III - The General Provisions. In such event, subject to the provisions of Article 41 "Disputes" of Part III - The General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.
- 38.5. Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Article 38.2.2 above to 15% of the value of each line item individually and an aggregate sum of all delinquent items not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.
- 38.6. 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.
- 38.7. The rights and remedies of the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract.

### **39. CONSEQUENCES OF TERMINATION OR EXPIRY**

- 39.1. This Article supplements Article 39 "Termination for Default" of Part III - The General Provisions and Article 40 "Termination for Convenience" of Part III – The General Provisions.
- 39.2. Definitions. As used in this Article:
- 39.3. Purchaser Data means all data or records of whatever nature and in whatever form relating to the Purchaser or the operations of the Purchaser and in the possession or control of the Contractor, whether subsisting before the date of this Contract or as created or processed as part of, or in connection with, the Deliverables.

- 39.4. In addition to other rights in this Contract, following termination or expiry of this Contract for whatever reason:
- 39.4.1. unless otherwise agreed between the Parties, the Contractor shall at no additional cost to the Purchaser:
    - 39.4.1.1. return all Purchaser Furnished Property (PFP); and
    - 39.4.1.2. at the Purchaser's discretion, destroy or return any copies of Purchaser Data and any other confidential information of the Purchaser, provided that the Contractor may retain one copy of such information to the extent it is required to do so by law (and to the extent that the Contractor does so, the provisions of Article 16 shall survive termination or expiry of this Contract and shall continue to apply to that copy).
  - 39.4.2. the Parties shall comply with their respective exit plan as detailed in the SOW and the Project Implementation Plan (PIP).

#### **40. TECHNICAL DIRECTION**

- 40.1. The Contract will be administered by the NATO CI Agency in accordance with Article 41 of these Contract Special Provisions entitled "Contract Administration".
- 40.2. The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Part IV - SOW. This effort will be directed on a more detailed level by the Purchaser's Project Manager who will provide detailed tasking and instruction on how to proceed.
- 40.3. The Purchaser reserves its right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.
- 40.4. Neither the Purchaser's Project Manager, as identified in Article 41 of these Contract Special Provisions, nor any Technical Representative has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting effort on terms inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is outside of

the authority of the Contract shall render any subsequent claim null and void.

- 40.5. Upon receipt of such notification above, the Purchaser's Contracting Authority will:
- a. confirm the effort requested is within scope, or;
  - b. confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or;
  - c. rescind the instructions.
- 40.6. Failure of the Contractor to notify the Purchaser of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

#### **41. CONTRACT ADMINISTRATION**

- 41.1. 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 his 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.
- 41.2. The Purchaser is the NATO Communications and Information Agency (NCI Agency). The NCI Agency is the Point of Contact for all Contractual and Technical issues. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.
- 41.3. All notices and communications between the Contractor and the Purchaser shall be written and conducted in English. Contract modifications only become valid when received in writing from the General Manager, NCI AGENCY, or his authorized representative.
- 41.4. Formal letters and communications shall be personally delivered or sent by e-mail, mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Telefax or other electronic means may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communications means.

41.5. Informal notices and informal communications may be exchanged by any other communications means including telephone and e-mail.

41.6. All notices and communications shall be effective upon receipt.

41.7. Official Points of Contact are:

### **PURCHASER**

**Contractual issues:**

NCI Agency  
Acquisition Directorate  
Building 302-A, Room 110  
B-7010 SHAPE, Mons  
Belgium

POC: Mr Edel Esparza  
Tel: +32 (0) 6544 1476  
E-mail: [Edel.Esparza@ncia.nato.int](mailto:Edel.Esparza@ncia.nato.int)

**Technical issues:**

NCI Agency  
NATO Cyber Security Centre  
Oude Waalsdorperweg 61  
2597 AK The Hague  
Netherlands

POC: Mr Miles Knight  
Tel: +31 70 374 3527  
E-mail: [Miles.Knight@ncia.nato.int](mailto:Miles.Knight@ncia.nato.int)

### **CONTRACTOR**

**Contractual issues:** TBD

Company Name  
Address

POC:

Tel:

Email:

**Technical issues:** TBD

Company Name  
Address

POC:

Tel:

Email:

## **42. LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION**

42.1. Definitions. As used in this Article:

42.1.1. Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized Media may have occurred.

- 42.1.2. Controlled Technical Information means Technical Information with NATO military application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. The term does not include information that is lawfully publicly available without restrictions.
  - 42.1.3. Covered defense information means unclassified Controlled Technical Information and is:
    - 42.1.3.1. Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of the NCI Agency in support of the performance of the contract; or,
    - 42.1.3.2. Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.
  - 42.1.4. Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.
  - 42.1.5. Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
  - 42.1.6. Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.
  - 42.1.7. Technical Information means technical data or computer software such as research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.
- 42.2. Restrictions
- 42.2.1. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third party's reporting of a cyber-incident:

- 42.2.1.1. The Contractor shall access and use the information only for furnishing advice or technical assistance directly to the Purchaser in support of the Purchaser's activities, and shall not be used for any other purpose.
- 42.2.1.2. The Contractor shall protect the information against unauthorized release or disclosure.
- 42.2.1.3. The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this Article prior to the employees being provided access to or use of the information.
- 42.2.1.4. The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Purchaser and Contractor.
- 42.2.1.5. A breach of these obligations or restrictions may subject the Contractor to:
  - 42.2.1.5.1. Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies; and
  - 42.2.1.5.2. Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this Article.

### **43. REACH CAPABILITY**

- 43.1. The purpose of this Article is to define the conditions under which specific Purchaser provided NROI capability (newly called REACH) is made available to the Contractor in the course of this Contract.
- 43.2. The provision of the REACH capability is governed by the standard Article 13 Purchaser Furnished Property, Part III - General Provisions, Article 44 of the Special Provisions and Annex B to the Special Provisions.
- 43.3. Should the Purchaser not be able to meet the SLA related to the provision of the REACH capability as laid down in Annex B of these Special Provisions, the Contractor shall not be entitled to claim an excusable delay nor any compensation against any Articles for the Performance of this Contract and its Amendments.



**ANNEX A: NATO CI AGENCY NON-DISCLOSURE DECLARATION**

We, the undersigned .....(Company) duly represented by the named individual below (hereinafter "Contractor") do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under CO-115511-UOMM-3.

| Date | Full name (in block capitals) | Signature |
|------|-------------------------------|-----------|
|------|-------------------------------|-----------|

TO BE SIGNED BY THE CONTRACTOR'S EMPLOYEES WORKING IN THE NATO'S PREMISES UPON COMMENCEMENT OF THEIR WORK.

**I UNDERSTAND:**

That I must preserve the security of all classified /commercial-in-confidence information which comes to my knowledge as a result of this contract with NATO and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorized person, any classified/commercial-in confidence information gained by me as a result of my contract with NATO, unless prior permission for such disclosure has been granted by the General Manager of the NCI Agency or by his designated representative.

That I must not, without the approval of the General Manager of the NCI Agency, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under CO-115511-UOMM.

That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under CO-115511-UOMM, save such as I have been duly authorized to retain.

That the provisions of the above Declaration apply not only during the period of work under CO-115511-UOMM, but also after my contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorized hands.

## **ANNEX B: SERVICE LEVEL AGREEMENT (SLA) FOR THE PROVISION OF REACH LAPTOPS IN ACCORDANCE WITH ARTICLE 43 OF THE CONTRACT SPECIAL PROVISIONS**

### **Introduction**

To improve collaboration within the Contractor team and with the Purchaser team, a seamless exchange of data and information has been seen essential, a collaborative environment for the two teams will be established that will provide the ability to process, store and handle information up to and including NATO RESTRICTED. Access to the collaborative environment is provided to the Contractor's Team via the Purchaser REACH capability. The REACH capability will be complemented by a limited access to Purchaser Project Portal.

### **Reference Documents**

N/A

### **Parties**

The REACH capability will be provided by the Purchaser to support the Contractor Team under Contract No CO-115511-UOMM.

### **General Overview**

This is an agreement between the Purchaser and the Contractor under this Contract to establish the:

- Provision of REACH capability for the Contractor Team;
- General levels of response, availability, and maintenance associated with the REACH capability;
- Respective responsibilities of the Purchaser and the Contractor Team.

These provisions shall be in effect for an initial period of three years from the effective date of the Contract or until the end of Contract No CO-115511-UOMM, whichever occurs first. It can be extended based on a mutual agreement between the Parties.

### **Provided Capability**

### **References**

NCIA BLST Services Catalogue specifies in chapter 6.1 the Managed Desktop/Laptop Service and the definitions for such capability. The REACH capability refers to the BLST Managed Desktop/Laptop Service and offers:



- REACH enabled Laptop including Microsoft Office 2010 Professional and the associated collaboration toolset (E-mail, Instant Messaging, Live meeting and Presence Awareness),
- Access to the collaborative environment of the project,
- Access to the collaborative environment of the REACH community with the capability to communicate, store, and process information up to and including NATO RESTRICTED,
- Remote Access at NR level via the NCIA REACH capability,
- Support through NCIA Service Desk,
- The following software and tools are provided through the REACH capability:
  - a. Microsoft Windows 7
  - b. Microsoft Office 2010 Professional
  - c. Microsoft Live Meeting 2007
  - d. McAfee Anti-Virus protection
  - e. Cisco AnyConnect VPN Client
  - f. NCIA NR0I v3 Reach Compliance Check application
  - g. Microsoft Office Communicator
  - h. IronKey Removable Storage Device
  - i. Aladdin PKI e-Token
  - j. NATO NPKIv2 user certificate

The Purchaser accepts no liability and provides no warranty in respect of the third party software mentioned above. It is emphasized that the REACHs can only be used by the Contractor's Team within the limits set out in this project description.

### **Scope**

- The support level is specified as minimum Level 2 as defined in the BLST Services Catalogue chapter 2.2.
- The availability of the REACH capability is 24/7 – the time to resolve issues is 24h during business weeks.

- The start of the delivery of the REACH capability is in accordance with Section 4.7 of the SOW.

### **Aim**

The REACH capability enables exchanges of information and collaboration up to and including NATO Restricted classification.

### **Limitations**

- The use of the REACH capability requires a NATO Security clearance at NATO SECRET level. Proof of the users' security clearances will be provided to the Purchaser.
- The exchange and collaboration of information is provided through e-mail and Instant Messaging.
- Direct printing capability is not provided, but can be arranged through an extension of this contract requested by the Contractor's Team.
- In case of any problems which cannot be solved remotely from the service desk (The Hague, NLD), the equipment shall be sent to NCIA, The Hague at the Contractor's expenses. Any damages resulting from inappropriate operation or operation in harsh environment or adverse weather conditions, as well as a loss of the system shall be compensated by the Contractor.
- A maximum of two users can be configured to share one REACH laptop capability.

### **Assumptions**

The following assumptions apply to this Agreement:

- Any support provided by Purchaser is clearly documented through this Agreement and the Managed Desktop/Laptop service description (ref. [1] chapter 6.1).
- The REACH capability will be provided in accordance with the BLST Service Catalogue conditions (ref. [1] chapter 2 and chapter 4).
- Security violations of the non-NCIA REACH users are investigated through their local security officers/managers applying NATO rules (CM(2002)49, NCIA (CapDev)AD3-2, and NCIA(CapDev)NR SECOPS).
- Required changes to this Agreement and/or the provision of the REACH capability will be jointly assessed and the implementation agreed between the Parties. The

implementation of changes may have an impact on the charges which will be handled through an update of this Agreement.

- Management and scheduling of all NCIA activities related to the provision of the REACH capability will be conducted in accordance with the service Agreement [ref 1]

**Standards and Quality**

The Purchaser applies PRINCE 2 methodology for project management and ITIL best practices for service management.

**Roles and Responsibilities**

The roles and responsibilities for the provision of the REACH capability are defined in the referenced Service Description, but summarized also herein:

- Contractor Team will receive one (1) REACH terminal.
- The Purchaser will provide the REACH capability and related services.

**Points of contact**

| Organisation | Name, Position and Role   | Address and Contact Information   |
|--------------|---|---|
| NCIA         | Pierre Pradier,<br>Service Owner  | Phone +32 65 44 6297<br>email: <a href="mailto:Pierre.Pradier@ncia.nato.int">Pierre.Pradier@ncia.nato.int</a>   |
|              | Antonio Galiero,<br>Service Area Owner /<br>Service Delivery<br>Manager | Phone +32 65 44 8026<br>email: <a href="mailto:Antonio.Galiero@ncia.nato.int">Antonio.Galiero@ncia.nato.int</a> |

**Purchaser's responsibilities**

The Purchaser will:

- Provide the REACH capability including basic end-user training (1.5-hour duration) and deliver 1 Initial REACH, 2 Additional REACHs.
- Set up and maintain the project web-portal at NR level,
- Provide introduction to the management of the portal (1-2 hours) and service desk for the portal on-site at NCIA, The Hague or through electronic media (phone or MS LYNC),
- Grant temporary use of REACH hardware and the software licences for the contracted period,
- Meet the response times associated with the priority assigned to incidents and change requests as stipulated in the Service Catalogue.
- Notify the Contractor Team about all scheduled maintenance through email,
- Communicate all issues with the Contractor Team,
- Implement the processes defined in this Agreement and in the NCIA BLST Service Catalogue to support the REACH capability.
- Provides backup on portals and shared drives.

**Contractor Team Responsibilities**

The Contractor Team shall:

- Provide the internet access required for Remote Access via NCIA REACH,
- Be responsible for the backup of files and data of the REACH on NR accredited media on an authorized Removable Storage Device provided by service provider,
- Ensure that Contractor personnel operating the REACH units possess security clearance of a minimum of NS,
- Provides Security clearance for up to and including NS for the personnel using the REACH capability,
- Provides the contact details of the local Security Officer/Manager and the commitment to apply NATO rules as defined in (CM(2002)49, NCIA (CapDev)AD3-2, and NCIA(CapDev)NR SECOPS)for the investigation.

- Return the equipment at the end of the Agreement at its expenses to the Purchaser,
- Not use the equipment for any other purposes than the purpose set out herein,
- Not lend, rent, lease and/or otherwise transfer the equipment to a third party,
- Not copy or reverse engineer the equipment.

#### **Hours of Coverage, Response Times & Escalation**

- The service will be available 24/7.
- NCIA Service Desk operates from 07:00 - 19:00 (Mon-Thursday) and 07:00 - 16:30 (Friday) and in accordance with the corresponding SLA of the NCIA Internet Service Provider.

#### **Incidents**

Any incidents (Problems/issues) shall be reported either by email to [servicedesk@ncia.nato.int](mailto:servicedesk@ncia.nato.int) or by phone to +31703743320.

##### 1.1.1 Response to Incidents

The Purchaser will assess the incident, identify criticality and respond to the Contractor Team within one business day.

##### 1.1.2 Prioritization

Any prioritization with respect to time and effort for the incidents which cannot be resolved immediately will be discussed with the Contractor Team.

##### 1.1.3 Resolution of disagreements

In case of disagreements, all disputes shall be resolved by consultation between the Parties and shall not be referred to any national or international tribunal or other third party for settlement.



### **Changes**

- For any changes of the REACH capability which will be required to be made during the term of this Agreement, the Purchaser will notify the Contractor CISAF Team one week prior to the event and inform about the required consequences.
- Any changes concerning the elements provided by the Contractor Team shall be communicated to the NCIA Service Desk one week prior to the event.

### **Maintenance**

Use of the REACH capability and/or related components require regularly scheduled maintenance (“Maintenance Window”) performed by the Purchaser. These activities will render systems and/or applications unavailable for normal user interaction as published in the maintenance calendar. Users will be informed of the maintenance activities with sufficient notice.

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION  
AGENCY**



**CONTRACT GENERAL PROVISIONS**

V 1.0 dated 16 Oct 2014

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**1. ORDER OF PRECEDENCE**

In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:

- 1.1. The Signature Page;
- 1.2. The Contract Schedules, Part I;
- 1.3. The Contract Contract Special Provisions, Part II;
- 1.4. The Contract General Provisions, Part III;
- 1.5. The Statement of Work, Part IV of the Contract;
- 1.6. The Annexes to the Statement of Work.

**2. DEFINITIONS OF TERMS AND ACRONYMS**

- 2.1 **Assembly-** 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.
- 2.2 **Acceptance-** Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements..
- 2.3 **Claims-** A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause-** A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority-** The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)-** The term “Commercially Off-the-Shelf Item (COTS)” means any item that:is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
  - a) is sold in substantial quantities in the commercial marketplace; and
  - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

The Contract General Provisions

- 2.8 **Contractor Background IPR-** Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.
- 2.9 **Correction-** Elimination of a Defect.
- 2.10 **Contract-** The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).
- 2.11 **Contracting Authority-** The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 2.12 **Contractor-** The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.
- 2.13 **Day-** A calendar day
- 2.14 **Defect-** Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.
- 2.15 **Deliverable-** Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.
- 2.16 **Design Defect-** Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formula.
- 2.17 **Effective Date of Contract (or “EDC”)-** 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.
- 2.18 **Failed Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.
- 2.19 **Foreground IPR -** Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.
- 2.20 **IPR-** Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered or not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.

- 2.21 **Manufacturing Defect-** Defect attributable to improper manufacturing processes, testing or quality control procedures.
- 2.22 **NATO-** The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.
- 2.23 **NCI AGENCY-** The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)-** The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes-** Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part-** An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country-** A NATO member country that participates in financing the effort.
- 2.28 **Parties-** The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser-** The NCI Organisation, as represented by the General Manager, NCI 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.
- 2.30 **Purchaser Background IPR-** Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property-** Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)-** A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect-** Any condition or characteristic of Software that does not conform with the requirements of the Contract.

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- 2.34 **Sub-Assembly-** 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.
- 2.35 **Sub-contract-** Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor-** Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.
- 2.37 **Third Party IPR-** Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work-** Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

**3. AUTHORITY**

- 3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the Purchaser and signed by the Contracting Authority only.
- 3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.
- 3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.
- 3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

**4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS**

- 4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

**5. LANGUAGE**

- 5.1. All written correspondence, reports, documentation and text of drawings delivered to the Purchaser by the Contractor shall be in the English language.

**6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS**

- 6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.
- 6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

**7. FIRM FIXED PRICE CONTRACT**

- 7.1 This is a Firm Fixed Price Contract. The Firm Fixed Price of this Contract is as stated on the signature page of the Contract or any amendments thereto. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as may be authorised under certain provisions of this Contract.

**8. PERFORMANCE GUARANTEE**

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall 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.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance 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.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the

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provisions of the Contract regarding Termination for Default.

- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

**PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT**

Standby Letter of Credit Number: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Initial Expiry Date: \_\_\_\_\_

Final Expiry Date: \_\_\_\_\_

Beneficiary: NCI Agency, Finance, Accounting & Operations  
Boulevard Leopold III, B-1110, Brussels  
Belgium

- 1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of \_\_\_\_\_ . We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between the NCI Agency (“NCIA and (NAME OF CONTRACTOR).
- 2. 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.
- 3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“(NAME OF CONTRACTOR) has not fulfilled its obligations under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between NCI Agency and (NAME OF CONTRACTOR) (herein called the “Contract”), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number \_\_\_\_\_ in the amount denominated in the currency of the Contract, Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary



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number \_\_\_\_\_(to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit.

4. 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.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond \_\_\_\_\_ (“Final Expiry Date”) without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 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 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 from, or on behalf of (NAME OF CONTRACTOR). (NAME OF CONTRACTOR) has, therefore, not fulfilled its obligations under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between NCI Agency and (NAME OF CONTRACTOR), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number \_\_\_\_\_ in the amount of (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.

8. The Beneficiary may not present the certificate described in paragraph 7 above

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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.

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
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. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

**9. PARTICIPATING COUNTRIES**

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, 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 NATO Participating Country.
- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue

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to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

**10. SUB-CONTRACTS**

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
  - 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
  - and
  - 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
  - 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.
- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

**11. SECURITY**

- 11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- 11.2 In particular the Contractor undertakes to:
- 11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
  - 11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;
  - 11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
  - 11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
  - 11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
  - 11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;
  - 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") as is consistent with the proper execution of the Contract;
  - 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations

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under the laws of the other NATO nations in which they may have access to classified information;

- 11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

**12. RELEASE OF INFORMATION**

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.
- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.

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12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. **PURCHASER FURNISHED PROPERTY**

13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.

13.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.

13.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

13.6 The inventory shall note whether:

13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);

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- 13.6.2 The property was otherwise destroyed;
- 13.6.3 The property remains in possession of the Contractor;
- 13.6.4 The property was previously returned
- 13.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 13.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

14. **CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES**

- 14.1 The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.
- 14.2 The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.
- 14.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this

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Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

- 14.4 All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

**15. HEALTH, SAFETY AND ACCIDENT PREVENTION**

- 15.1 If the Purchaser notifies the Contractor in writing of any non-compliance in the performance of this Contract with safety and health rules and requirements prescribed on the date of this Contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Purchaser may order the Contractor to stop all or part of the Work until satisfactory corrective action has been taken. Such an order shall not entitle the Contractor to an adjustment of the Contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

**16. CHANGES**

- 16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:

- 16.1.1 Specifications (including drawings and designs);
- 16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
- 16.1.3 Marking and method of shipment and packing;
- 16.1.4 Place of delivery;
- 16.1.5 Amount, availability and condition of Purchaser Furnished Property.

- 16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.



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- 16.3 If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under (a) above unless this period is extended by the Purchaser.
- 16.4 If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.
- 16.5 Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.
- 16.6 The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.
- 16.7 Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.
- 16.8 No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.
- 16.9 Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 16.10 All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor's routine work and cannot be charged as additional work.

**17. STOP WORK ORDER**

- 17.1 The Purchaser may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.
- 17.2 Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the "Stop Work Order"). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor's issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.
- 17.3 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
- 17.3.1 cancel the Stop Work Order; or
  - 17.3.2 terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).
- 17.4 If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.
- 17.5 An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:
- 17.5.1 the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and;
  - 17.5.2 the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.
- 17.6 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in

arriving at the termination settlement.

**18. CLAIMS**

18.1 The Contractor shall specifically identify the Contract Clause(s) under which the Claim(s) is/are based.

18.2 Claims shall be specifically identified as such and submitted:

18.2.1 within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and

18.2.2 before final payment, pursuant to and with the exceptions specified in Clause 33 entitled "Release of Claims".

18.2.3 Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.

18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

18.4 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.

18.5 The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

I .....the responsible senior company official authorised to commit the ..... with respect to its claims dated ..... being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable.

.....

.....  
SIGNATURE

Date

- 18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.
- 18.7 Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority , the schedule for which is beyond the Contracting Authority's control. A

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decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.

- 18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.
- 18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

**19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS**

- 19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its " Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.
- 19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.
- 19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:
  - 19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or
  - 19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.
- 19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:
  - 19.4.1 cost or pricing data;
  - 19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and
  - 19.4.3 a Certificate of Current Cost or Pricing Data, when required.

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- 19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:
- 19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;
  - 19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;
  - 19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - 19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
  - 19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").
- 19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
  - 19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of..... (*Claim, Amendment, ECP#, etc.*) are accurate, complete and current as of ..... (*Date*).

By submitting the price proposal, the Contractor/sub-Contractor or prospective sub-Contractor grant the Purchaser or his authorized representative(s) the right to examine those records, data and supporting information, used as a basis for the pricing submitted.

\_\_\_\_\_  
*Name of Company*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name of Signatory*

\_\_\_\_\_  
*Title of Signatory*

\_\_\_\_\_  
*Date of Signature*

19.6.3 The Contractor shall insert the substance of this Clause 19.7 in each Sub-contract.

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of

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equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

**20. NOTICE OF SHIPMENT AND DELIVERY**

- 20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.
- 20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.
- 20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.
- 20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.
- 20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:
  - 20.5.1 Purchaser's Contract number;
  - 20.5.2 Contract item number, designation and quantities;
  - 20.5.3 destination;
  - 20.5.4 number and description of the packages (gross and net weight);
  - 20.5.5 description of the goods and their value (for custom purpose only, not commercial value)



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- 20.5.6 consignor's name and address;
  - 20.5.7 consignee's name and address;
  - 20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);
  - 20.5.9 name and address of freight forwarder.
- 20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.
- 20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

**21. INSPECTION AND ACCEPTANCE OF WORK**

- 21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.
- 21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or "state of the art" complying with relevant (National and International) standards.
- 21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.
- 21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).
- 21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely

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accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.

- 21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:
- 21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
  - 21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being performed.
- 21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.
- 21.12 All inspections and tests by the Purchaser shall be performed in such a

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manner as not to unduly delay the Work.

- 21.13 The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser 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.
- 21.14 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.
- 21.15 The inspection and test by the Purchaser of any Work or lots thereof, or services, does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.
- 21.16 Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 21.16.1 the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);
  - 21.16.2 the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;
  - 21.16.3 there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.
- 21.17 Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- 21.18 Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

- 22.1 The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.
- 22.2 Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance in relation to the requirements of the Statement of Work.
- 22.3 Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.
- 22.4 The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.
- 22.5 During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.
- 22.6 Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:
- 22.6.1 the items have been accepted;
  - 22.6.2 the acceptance of the items is deferred pending further revision;
- or
- 22.6.3 The items are rejected and significantly fail to meet Contract requirements.
- 22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the

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Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.

- 22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

**23. USE AND POSSESSION PRIOR TO ACCEPTANCE**

- 23.1 Except as otherwise provided in the Contract Special Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.
- 23.2 While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.
- 23.3 If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

**24. OWNERSHIP AND TITLE**

- 24.1 Except as may be otherwise stated in the Contract Special Provisions and Clause 23 (Use and Possession prior to Acceptance), ownership and title to all Work will pass to the Purchaser only upon Acceptance by the Contracting Authority in writing. Where the Contract provides for Provisional Acceptance and Final Acceptance, ownership and title will pass to the Purchaser upon written notification of Final Acceptance.

**25. INVOICES AND PAYMENT**

- 25.1 Unless otherwise specified in the Contract Special Provisions, invoices shall only be submitted after delivery and Acceptance of the Work and for the total prices and currency(ies) as set out under the Schedule of Work.
- 25.2 Invoices in respect of any Work or services shall be prepared and submitted

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to the Purchaser and shall contain all of the elements listed below:

- 25.2.1 Contract number;
  - 25.2.2 Purchaser's Purchase Order number ;
  - 25.2.3 accounting codes (as specified in this Contract);
  - 25.2.4 item number (as defined in the Contract);
  - 25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and
  - 25.2.6 extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- 25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.
- 25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

*"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly carried out and the payment thereof has not been received.*

*Order placed for official use. Exemption from VAT Article 42, §3&3\*of VAT Code for Belgium or Article 151, §1b of the Council Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services."*

- 25.5 All invoices shall be addressed to the NCI Agency - Financial Management

Either at the following addresses:

NCI Agency \* If used for NCI Agency Brussels

NATO Communications and Information Agency  
Finance, Accounting & Operations  
Batiment Z  
Av du Bourget 140  
B-1140 Belgium

**OR**

shall be addressed to Financial Management at the following electronic address:

["NCIA-CAPDEV-FMU-BEL\\_E-INVOICES@NCIA.NATO.INT"](mailto:NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT) (note there is an underscore between BEL and E-INVOICES)

Note: When used for NCI Agency The Hague or Mons the addresses shall be dictated in the Contract Special Provisions

Once the manner of forwarding the invoice is chosen, the contractor shall keep this manner throughout the contract.

- 25.6 All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the International Bank Account Number (IBAN) and BIC/SWIFT address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.
- 25.7 Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.
- 25.8 The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. **TAXES AND DUTIES**

- 26.1 The Purchaser, by virtue of his 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, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 26.2 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his 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.
- 26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.
- 26.4 If, after complying with all national and local legal and administrative

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procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

- 26.5 In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.
- 26.6 In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.
- 26.7 Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.
- 26.8 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 himself of his liability in each country where such liability may arise.

**27. WARRANTY OF WORK (Exclusive of Software)**

27.1 For the purpose of this Clause:

- 27.1.1 "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser



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assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

- 27.1.2 "Correction" shall mean the elimination of a defect;
- 27.1.3 "Work" shall not include software.
- 27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.
- 27.3 Unless another period of time is indicated in the Contract Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7 In such rare cases where the Failed Component is either too large to be

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easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.

- 27.8 The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.
- 27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with

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Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

- 27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
- 27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;
  - 27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
  - 27.14.3 prepare and furnish data and reports as required by Clause 27.10.
- 27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- 27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:
- 27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:
    - 27.16.2 correct the Work;
    - 27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
      - 27.16.3.1 obtain applicable data and reports; and/or
      - 27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.
- 27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

**28. RIGHT OF ACCESS, EXAMINATION OF RECORDS**

28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.

28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.

28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.

28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

**29. PATENT AND COPYRIGHT INDEMNITY**

29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify

the Purchaser from any liability for IPR infringement in said countries.

29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.

29.3 This indemnity shall not apply under the following circumstances:

29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;

29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;

29.3.3 An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;

29.3.4 An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

### **30. INTELLECTUAL PROPERTY**

#### **30.1 *Purchaser Background IPR***

30.1.1 The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that is or will be made available for the sole purpose of carrying out the Work.

30.1.2 The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out the Work without the prior written agreement of the Purchaser. Any such agreement shall include the terms relating to such use.

30.1.3 The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

#### **30.2 *Contractor Background IPR***

30.2.1 Any use of Contractor Background IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.

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30.2.2 Any use of Contractor Background IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. The Purchaser reserves the right to use the Contractor Background IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.3 ***Foreground IPR***

30.3.1 All Foreground IPR is the property of the Purchaser on behalf of NATO. Consequently, no statement shall be made restricting the rights of the Purchaser in the Foreground IPR.

30.3.2 The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding Foreground IPR generated by said employees, agents, Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 30.3.1 above.

30.3.3 The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.

30.3.4 The Contractor shall not use any Foreground IPR other than for the purpose of carrying out the Work without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.

30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.

30.3.6 The Contractor shall:

30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and

30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.

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30.3.7 The Contractor undertakes:

30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and

30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to: (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.

30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 ***Third Party IPR***

30.4.1 Any use of Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to the Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Third Party IPR for the purpose of exploiting or otherwise using the Foreground IPR.

30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).

30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract

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without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.

30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.

30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

**30.5 Subcontractor IPR**

30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

**31. SOFTWARE WARRANTY**

**31.1 Statement of the Warranties**

31.1.1 The Contractor warrants that each Software delivered under this Contract will conform to all requirements specified in the Contract. This will also include Software design specifications, including software configuration.

31.1.2 Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured,



tested, and verified by tests and procedures set forth in this Contract.

**31.2 Notification Requirement**

31.2.1 The Contractor agrees to notify the Purchaser in writing immediately after he first discovers that a defect(s) may exist in Software delivered under this Contract, unless the Purchaser has first notified the Contractor, in writing, of the same defect(s).

31.2.2 The Purchaser shall notify the Contractor upon discovery that a defect(s) may exist in any Software accepted by the Purchaser under this Contract, unless the Contractor has first notified the Purchaser, in writing of the same defect(s).

**31.3 Duration of the Warranty**

31.3.1 For each Software delivered under this Contract, the Contractor Warranties stated in paragraph 31.1 above shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.

**31.4 Purchaser Remedies for Breach**

31.4.1 The rights and remedies of the Purchaser under this Software Warranty:

31.4.2 Are in addition to any rights and remedies of the Purchaser under any other provision of this Contract, including, but not limited to, the Purchaser's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and

31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;

31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:

31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;

31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as

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may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.

31.4.6 Election by the Purchaser of the remedy provided under paragraph 31.4.4.1 and 31.4.4.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.4 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.4.2 above.

**31.5 Limitations and Exclusions from Warranty Coverage**

31.5.1 This Software Warranty shall not apply to alleged defects that the Contractor demonstrates to be in or otherwise attributable to the Purchaser furnished property as determined, tested, and verified by the tests and procedures set forth in this Contract. Notwithstanding this paragraph , a defect is not attributable to Purchaser furnished property if it is the result of installation or modification of Purchaser furnished property by the Contractor or of the integration of Purchaser furnished property into any Software delivered under this Contract.

31.5.2 Any Purchaser Furnished Property needs to be checked and approved by the Contractor. Approval is implied once the Contractor starts using the Purchaser Furnished Property.

**31.6 Markings**

31.6.1 All Deliverables under this Contract will identify the owner of the Deliverable and if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in

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the operating and/or maintenance manuals or instructions accompanying such Software.

- 31.6.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

**32. NATO CODIFICATION**

- 32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.
- 32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.
- 32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).

- 32.6 Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.
- 32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.
- 32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.
- 32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.
- 32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: "[http://www.nato.int/structur/ac/135/ncs\\_guide/e\\_guide.htm](http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm)"

### **32.11 Markings**

- 32.11.1 All Deliverables under this Contract will identify the owner of the Deliverable and, if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 32.11.2 All Deliverables regardless of the media they are delivered onto

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and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

**33. RELEASE FROM CLAIMS**

33.1 Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:

33.1.1 specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

33.1.2 claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

33.1.3 a patent infringement resulting from specific written instructions from the Purchaser under this Contract.

33.1.4 a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

**34. ASSIGNMENT OF CONTRACT**

34.1 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.

34.2 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.

**35. TRANSFER AND SUB-LETTING**

35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the

Contract or any part thereof without the prior written consent of the Purchaser.

**36. PURCHASER DELAY OF WORK**

- 36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.
- 36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:
- 36.2.1 to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
  - 36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.
- 36.3 No claim under this Clause shall be allowed:
- 36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;
  - 36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and
  - 36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

**37. CONTRACTOR NOTICE OF DELAY**

- 37.1 In the event that the Contractor encounters difficulty in complying with the Contract schedule date(s) for whatever reason, including actual or potential labour disputes, the Contractor shall immediately notify the Contracting Authority in writing, giving pertinent details. This data shall be deemed to be informational in character and shall not be construed as a waiver by the Purchaser of any schedule or date, or of any rights or remedies provided by law or under this Contract.

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37.2 Notwithstanding the above the Contractor shall be deemed to be in delay without notice from the Purchaser and only by simple expiry of the due date.

**38. LIQUIDATED DAMAGES**

38.1 If the Contractor:

38.1.1 fails to meet the delivery schedule of the Work or any performance milestones specified in the Schedule of Work to this Contract, or any extension thereof, or

38.1.2 fails to obtain acceptance of the delivered Work as specified in the Contract, or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered.

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 deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

38.2 In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 38.5.

38.3 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 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

38.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 20% of the value of each line item individually not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.

38.5 The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

**39. TERMINATION FOR DEFAULT**

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- 39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:
- 39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;
  - 39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;
  - 39.1.3 fails to meet the technical requirements or the Specifications of the Contract;
  - 39.1.4 fails to comply with Clause 11 (Security);
  - 39.1.5 transfer this Contract without the Purchaser's prior written consent;
  - 39.1.6 breaches any provision of this Contract; or
- 39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:
- 39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.
  - 39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.
- 39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;



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- 39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or
  - 39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.
- 39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.
- 39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.
- 39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
  - 39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit

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the Contractor to meet the required delivery schedule.

- 39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:
- 39.7.1 any completed Work with associated rights ;
  - 39.7.2 such partially completed Work, materials, Parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;
- 39.8 In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.
- 39.9 Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.
- 39.10 Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.11 The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.
- 39.12 If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).
- 39.13 If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.14 The rights and remedies of the Purchaser provided in this Clause shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER**

- 40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.
- 40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:
- 40.3.1 stop the Work on the date and to the extent specified in the notice of termination;
  - 40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
  - 40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
  - 40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;
  - 40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
  - 40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:

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- 40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and
- 40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
- 40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:
  - 40.3.7.1 shall not be required to extend credit to any Buyer; and
  - 40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
- 40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- 40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted

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shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- 40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.
- 40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:
- 40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
  - 40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable

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to Work paid or to be paid for under Clause 40.7.1;

- 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
  - 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
  - 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.
- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In

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any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:

40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or

40.10.2 if an appeal has been taken, the amount finally determined on such appeal.

40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:

40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and

40.11.3 the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the

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Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

40.14 Unless otherwise provided for in this Contract, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Purchaser at all reasonable times at the office of the Contractor, but without direct charge to the Purchaser, all his books, records, documents, computer files and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

**41. DISPUTES**

41.1 Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Contracting Authority under the Contract is said to be final and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).

41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.

41.4 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

**42. ARBITRATION**

42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be



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submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

- 42.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.
- 42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall

determine the apportionment of the arbitration expenses.

42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

**43. SEVERABILITY**

43.1 If one or more of the provisions of this Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

**44. APPLICABLE LAW**

44.1 This Contract shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

\* \*

**ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLES**A. General

1. With regard to all actions included in Clause 19," Pricing of Changes, Amendments and Claims", the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.
2. As may be requested by the Purchaser, the Contractor shall provide documentation. that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.
3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.
4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.
5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.
6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

## B. Purchaser's Pricing Principles

1. Allowable cost

A cost is allowable for consideration by the Purchaser if the following conditions are fulfilled:

- (a) it is incurred specifically for the Contract or benefits both the Contract and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;

## i. Direct Costs

A direct cost is any cost which can be identified specifically with a particular cost objective as generally accepted. Direct costs are not limited to items which are incorporated in the end product as material or labour.

## ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

- (b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.
- (c) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (d) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.
- (e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

## 2. Unallowable Costs

In general all costs which cannot be shown by the contractor to be directly or indirectly of benefit to the Contract are totally unallowable. =Examples of such costs are, among others:

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

3. Rates and Factors

- (a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.
- (b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.
- (c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.
- (d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

- (a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.
- (b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.
- (c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.



NATO UNCLASSIFIED

## **RFQ-CO-115511-UOMM**

**URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM) FOR  
CIS SECURITY SERVICES**

**NETWORK INTRUSION DETECTION/PREVENTION SYSTEMS (NIPS) AND  
FULL PACKET CAPTURE (FPC)**

**(TECHNOLOGY REFRESH)**



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

**BOOK II, PART IV**

**STATEMENT OF WORK**

NATO UNCLASSIFIED



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## SECTION 1 – INTRODUCTION

### 1.1 Background Information

- 1.1.1 NATO's current Cyber Defense posture is based upon the NATO Computer Incident Response Capability (NCIRC) – Full Operational Capability (FOC). The NCIRC FOC scope was defined in the Strategic Commands' Statement of Operational Requirement (SOR) (reference [NCIRC SOR]). NCIRC FOC is a Cyber Defense capability, deployed in a 'hub-and-spoke' architecture. The NCIRC FOC capability is now subsumed within the NATO Cyber Security Centre (NCSC) portfolio of services.
- 1.1.2 Tier-2 infrastructure is the pillar on which some NCSC services are based for network, security, servers, workstations, and virtualization, and storage, backup and monitoring requirements. It also supports the sum of all capacity and performance requirements of those subsystems.
- 1.1.3 Tier-2 infrastructure includes the following:
  - 1.1.3.1 Network Intrusion Detection/Prevention Systems (NIPS) provide NCSC with the capability to identify potential cyber-attacks on NATO networks and to log information about this malicious activity. The sensors are managed by the Defense Centre Central Management Capability. The NIPS Tier-2 Central Management infrastructure has already been upgraded to the latest version and is therefore not included in the scope of this SOW.
  - 1.1.3.2 Full Packet Capture System (FPC) provides to the NCSC the capability to capture and store locally on the respective Tier-3 sites a record of the network traffic at various critical points, which can then be queried from the central Tier-2 management infrastructure. The FPC Tier-2 infrastructure has already been upgraded to the latest version and is therefore not included in the scope of this SOW.
  - 1.1.3.3 Tier-3 infrastructure includes the following:
    - 1.1.3.3.1 Tier-3 Full Packet Capture System (FPC) provides to the NCSC the capability to capture, store and analyse locally on the respective Tier-3 sites a record of the network traffic at various critical points. This data can also be transferred to Tier-2 for further processing.
    - 1.1.3.3.2 Tier-3 Enclave encompasses all infrastructure and hosting components necessary to instantiate the requisite Tier-3 sensors and subsystems, and to facilitate their interaction with Tier-2, and their central management. With the exception of CSO Neuilly-sur-Seine (Paris), Tier-3 Enclaves have been deployed at all defined sites, on all available Security Domains - NATO Unclassified (NU), NATO RESTRICTED (NR) and NATO SECRET (NS).

## **1.2 Expectations Overview**

- 1.2.1 This Statement of Work (SOW) describes requirements the NCI Agency is seeking in the deployment of cyber security equipment to replace equipment and systems that have reached End of Life (EoL) or End of Support (EoS). This project is referred to as Urgent Obsolescence Management Mitigation (UOMM).
- 1.2.2 These systems are part of the existing NCSC services, which are operated centrally at Supreme Headquarters Allied Powers Europe (SHAPE) in Casteau (Mons), Belgium. This includes components deployed both at the NCSC operations base in SHAPE as well as at various NATO sites.
- 1.2.3 The primary objective of this project is to ensure Continuity of Service (CoS) and support by refreshing the existing components of the NCSC capability that have reached EoL. Further work to uplift the architecture of the NCSC capability is anticipated later. As such, this project does not foresee significant redesign of any NCSC capabilities.

## **1.3 Contract scope**

- 1.3.1 Partial refresh of the currently deployed Cisco SourceFire Network Intrusion Prevention System which will include:
- Hardware replacement of sensors and appliances.
  - Change of installation mode from inline to passive connection to the packet broker
  - Implementation services to support deployment and migration activities across the sites detailed below
  - Update of system documentation
- 1.3.2 Full refresh of the currently deployed RSA NetWitness Network System (for full network packet capture) which will include:
- Hardware replacement of all appliances and storage without change to existing system design
  - Implementation services to support deployment and migration activities across the sites detailed below
  - Update of system documentation
- 1.3.3 The Contractor shall be responsible for the totality of the implementation of the schedule, which meets the requirements set forth in this SOW, including overall installation and

integration, testing and acceptance throughout the Contract's Period of Performance.

1.3.3.1 The schedule must be agreed by the Purchaser sufficiently in time, taking into account constraints on site access and local activities which may conflict, travel limitations and resources at not only the site specifically but also with the Purchaser in general. The schedule may have to flex and respond to any changing situations.

1.3.4 The deployment of the sites shall be split into three phases as defined as follows:

- Phase 1: NCIRC Operational Deployment Support and Exercise Reference System (NODCERS), Casteau (Mons)
- Phase 2: Deployment of Tier-3 capability in Casteau (Mons)
- Phase 3: Three parallel deployment teams which are segregated as follows:

| Team 1                          | Team 2                 | Team 3                      |
|---------------------------------|------------------------|-----------------------------|
| Norfolk – USA                   | Lago Patria – ITA      | Capellen – LUX              |
| Brunssum – NLD                  | Izmir – TUR            | Betzdorf – LUX              |
| Geilenkirchen – DEU             | The Hague – NLD        | Northwood – UK              |
| Ramstein – DEU                  | Poggio Renatico* – ITA | Uedem* – DEU                |
| Neuilly-sur-Seine (Paris) – FRA | La Spezia* – ITA       | Halbergmoss (Munich)* – DEU |
| Evere (Brussels)* – BEL         | Torrejon* – SPA        | Bydgoszcz* – POL            |
| Aix en Provence* – FRA          | Monsanto* – POR        | Stavanger* – NOR            |

1.3.4.1 The sites listed above are split into two priorities; those marked with an \* are to be considered less urgent.

1.3.4.2 The Contractor may propose a deployment schedule which differs from that listed above for those sites considered less urgent. The sites can be moved between teams.

1.3.5 The deployed solution shall fully integrate with the already updated Tier-2 Central Management facility in Casteau (Mons).

1.3.6 The Purchaser may during the period prior to the contract award, or even prior to scheduled Tier-3 deployment, be obligated to independently deploy Tier-3 equipment to any of the sites listed above based upon Operational necessity. In such case, the supplier shall still be required to attend the site to ensure all aspects of site deployment have been completed appropriately.

1.3.7 The Purchaser shall provide all equipment and spares as Purchaser Furnished Equipment (PFE), and will be responsible for all logistics and Tempest testing of those components

deemed necessary.

- 1.3.8 The Purchaser shall expect the Contractor to evaluate the pre-existing Site Survey Reports, and engage in any activity to re-validate the report content to the extent that the Supplier shall accept full accountability for the detail at each site in advance of deploying the solution.

#### **1.4 Standards for interpretation of the SOW**

- 1.4.1 Context information supporting the requirements definition are provided using the term “may”. “Shall” statements are contractually binding; “May” statements are non-mandatory, or they imply intent on the part of the Purchaser.
- 1.4.2 The order of the SoW requirements is not intended to specify the order in which they must be carried out unless explicitly stated. The SoW defines all the activities the Contractor’s process should cover, i.e. the Contractor’s process description and plans should include where and when these occur.
- 1.4.3 With this SoW, the term "including" is never meant to be limiting.

## **SECTION 2 – REFERENCES**

### **2.1 NATO Standardization Agreements (STANAGS) and Publications**

- 2.1.1 STANAG 2506 – Allied Joint Movement and Transportation doctrine
- 2.1.2 STANAG 4107 Ed. 11, Mutual Acceptance of Government Quality Assurance and Usage of the Allied Quality Assurance Publications (AQAPs) – and underpinning AQAPs;
- 2.1.3 STANAG 4280 - NATO Levels of Packaging;
- 2.1.4 STANAG 4281 Ed. 3 – NATO Standard Marking for Shipment and Storage;
- 2.1.5 STANAG 4427 Ed. 3 - Configuration Management in System Life Cycle Management – and underpinning Allied Configuration Management Publications (ACMPs);
- 2.1.6 STANAG 4728 Ed. 2 – System Life Cycle Management;
- 2.1.7 ALP-10 Ed. 3 – Allied Logistics Publications;
- 2.1.8 STANAG 6001, Language Proficiency Levels.

### **2.2 NATO Security Documents**

- 2.2.1 C-M (2002)49, Security within the North Atlantic Treaty Organization, including COR1 to COR12 dated September 2015.
- 2.2.2 AD 070-001, ACO Security Directive, dated Jan 19
- 2.2.3 NATO Security Committee and NATO C3 Board – Primary Directive on INFOSEC, 6 December 2010.
- 2.2.4 INFOSEC Management Directive for Communication and information Systems (CIS), 19 October 2006
- 2.2.5 NATO Security Committee – Guidelines for the Security Approval or Security Accreditation of CIS, 9 October 2003
- 2.2.6 NATO Security Committee – Guidelines for Security Risk Assessment and Risk Management of CIS, 26 February 2003



- 2.2.7 NATO Security Committee – Guidelines for the Structure and Content of Security Operating Procedures (SecOps) for CIS, 19 October 2006
- 2.2.8 NATO Consultation, Command and Control Board, Directive for the Interconnection of Communication and Information Systems, 23 February 2011
- 2.2.9 NATO – Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products - AC/322-D(2017)0016
- 2.2.10 NCIRC Service Performance Evaluation Gate 6 v2.0

### **2.3 NCI Agency Policy Documentation**

- 2.3.1 Agency Directive AD 06.00.03 Risk Management, latest published version
- 2.3.2 PDED 06.01.03 Govern Risk Management, latest published version
- 2.3.3 SOP for Project Documentation Management
- 2.3.4 Agency Instruction AI 06.04.08 – Comments Collector, version 4.0.x
- 2.3.5 Agency Instruction AI 16.31.03 – Requirements for the Preparation of IPSP
- 2.3.6 Agency Instruction AI 16.31.10 – Spare Parts Modelling
- 2.3.7 Agency Instruction AI 16.31.07 – GD (Guidance Document) for ASD-AIA-ATA S1000D TechPubs
- 2.3.8 Agency Instruction AI 16.31.07 Annex A – S1000D Issue 5.0 Business Rules Decision Point (BRDP) Index
- 2.3.9 Agency Instruction AI 16.31.12 – WSG (Writing Style Guide) for ASD-AIA-ATA S1000D TechPubs
- 2.3.10 Agency Instruction AI 16.31.13 – ISG (Illustration Style Guide) for ASD-AIA-ATA S1000D TechPubs
- 2.3.11 Agency Instruction AI 16.31.04 – Requirements for the preparation of TRNP

2.3.12 Agency Instruction AI 16.31.04 Annex A – Training POAP (Plan On A Page)

2.3.13 Agency Instruction AI 16.31.04 Annex B – Training Feedback Form

2.3.14 Agency Instruction AI 16.31.04 Annex C – Training Evaluation Report Form

2.3.15 Agency Instruction AI 16.32.04 – ABL Template

2.3.16 Agency Instruction AI 16.32.05 – PBL Template

2.3.17 Agency Instruction AI 16.32.02 – Preparation of ECP forms

2.3.18 Agency Instruction AI 16.32.02 Annex A – ECP Form

2.3.19 Agency Instruction AI 16.32.03 – Preparation of RFC forms

2.3.20 Agency Instruction AI 16.32.03 Annex A – RFC Form

## **2.4 International Standards and Specifications**

2.4.1 ISO 9001:2015 – Quality Management Systems

2.4.2 ISO 10007 – Configuration Management in Systems Life Cycle Management

2.4.3 ISO 15288:2015 – System and Software Engineering

2.4.4 IEEE Standard 15288.2:2014 – IEEE Standard for Technical Reviews and Audits on Defense Programs

2.4.5 ISO/IEC/IEEE 29119-1:2013 Software and systems engineering – Software testing – Part 1: Concepts and definitions;

2.4.6 ISO/IEC/IEEE 29119-2:2013 Software and systems engineering – Software testing – Part 2: Test processes;

2.4.7 ISO/IEC/IEEE 29119-3:2013 Software and systems engineering – Software testing – Part 3: Test documentation;

- 2.4.8 ISO/IEC/IEEE 29119-4:2015 Software and systems engineering – Software testing – Part 4: Test techniques;
- 2.4.9 ISO/IEC 25010-2011, Systems and software engineering – Systems and software Quality Requirements and Evaluation (SQuaRE) – System and software quality models;
- 2.4.10 IEC 61078:2016 – Reliability Block Diagrams
- 2.4.11 IEC 60812: 2018 – Failure Modes and Effects Analysis (FMEA and FMECA)
- 2.4.12 IEC 62550:2017 – Spare Parts provisioning
- 2.4.13 ASD S1000D Issue 5.0 – International Specification for the Procurement and Production of Technical Publications
- 2.4.14 ASD S2000M Issue 6.0 – International Specification for Material Management
- 2.4.15 ASD S3000L Issue 1.1 – International Procedure Specification for Logistic Support Analysis (LSA)
- 2.4.16 INCOTERMS 2020 – International Chamber of Commerce: International Commercial Terms.

## **2.5 MIL Standards and Handbooks**

- 2.5.1 MIL-STD-882E – Systems Safety
- 2.5.2 MIL-HDBK-338B – Electronic Reliability Design Handbook
- 2.5.3 MIL-HDBK-470A – Designing and Developing Maintainable Products and Systems
- 2.5.4 MIL-STD-1629A – Procedures for Performing a Failure Mode, Effects, and Criticality Analysis
- 2.5.5 AR 700-82/SECNAVINST 4410.23/AFMAN 21-106 – SMR Coding

## **2.6 SECAN Doctrine and Information Publication**

- 2.6.1 SDIP-27 NATO TEMPEST REQUIREMENTS AND EVALUATION PROCEDURES (NATO CONFIDENTIAL, November 2005).

2.6.2 SDIP-29 Facility Design Criteria and Installation of Equipment for the Processing of Classified Information (NATO RESTRICTED, January 2006).

2.6.3 SDIP 30 Installation of Electrical Equipment for Processing of Classified Information ((NATO RESTRICTED, November 2002).

## **2.7 Health and Safety (H&S) Directives and Standards**

2.7.1 The hardware and its installation provided by the Contractor shall meet requirements stipulated in following publications or in their national equivalents for North America deliveries (including but not limited to following publications), as applicable:

2.7.1.1 Directive 2001/95/EC of the European Parliament and of the Council of 3 December 2001 on general product safety.

2.7.1.2 Directive 2014/30/Eu of The European Parliament and of The Council of 26 February 2014 – electromagnetic compatibility.

2.7.1.3 Directive 2014/35/Eu of The European Parliament and of The Council of 26 February 2014 – 'low voltage directive'.

2.7.1.4 RoHS-2 Directive [2011/65/EU] shall be applied to all individual components of the hardware. 2015/863 RoHS 2 amendment shall be applied for products placed on the market on or after 22 July 2019.

2.7.1.5 IEC 60950 series: Information technology equipment – Safety.

2.7.1.6 IEC 61508 Functional safety of electrical/electronic/programmable electronic safety-related systems.

2.7.1.7 IEC 62821 series: Electric cables - Halogen-free, low smoke, thermoplastic insulated and sheathed cables of rated voltages up to and including 450/750V.

2.7.1.8 IEC 61000 series – Electromagnetic compatibility (EMC).

2.7.1.9 IEC 60529 – Degrees of protection provided by enclosures (IP Code).

2.7.1.10 EN 61340-5-1:2016 Electrostatics. Protection of electronic devices from electrostatic phenomena

2.7.1.11 MIL-STD-1472G, DoD Design Criteria Standard, Human Engineering, dated 2012.



- 2.7.2 The above list of standards does not relieve the Contractor from the obligation to comply with other applicable National Standards in countries to which the hardware shall be provided.
  
- 2.7.3 The Contractor shall note that additional applicable publications, which may introduce detailed H&S measures, are also listed in other sections of the SOW.

## **SECTION 3 – PROJECT MANAGEMENT**

### **3.1 Project Organization**

#### **3.1.1 Purchaser Project Organization and Responsibilities**

3.1.1.1 The Project will be managed and subject to review by the Purchaser who will be represented by the NCIA Project Management Team (PMT). The PMT will include NCIA functional elements, including ACQ Contracting Officer and IPS Officer. It will be chaired by the NCIA Project Manager (PM).

3.1.1.2 The PMT will be responsible for reviewing the deliverables for the supervision of the implementation and for acceptance of the system. The PMT will constitute the interface with the Contractor.

#### **3.1.2 Contractor’s Responsibilities, Organization and Personnel**

3.1.2.1 The Contractor shall establish a project management organization for the purpose of performing and managing the efforts necessary to satisfactorily discharge their responsibilities under this Contract.

3.1.2.2 The Contractor shall also provide the necessary manpower and resources to conduct and support the management and administration of their operations to meet the overall objectives of the contract.

3.1.2.3 The Contractor shall apply the PRINCE2 project management methodology to the planning and delivery of the capability under this Contract.

3.1.2.4 Contractor shall provide highlight reports and attend project progress meetings as required.

3.1.2.5 During project execution, the project shall be controlled in accordance with the approved Project Implementation Plan (PIP). As part of the monitoring and control function, the Contractor shall advise the Purchaser at all times of potential problems and schedule risks.

3.1.2.6 Both the Contractor Project Manager and the Contractor Technical Lead identified below shall be considered as Key Personnel in accordance with the Special Provisions of this Contract. Because of their role in coordinating with the Purchaser, all Key Personnel must be fluent in English.

#### **3.1.3 Contractor Project Manager (CPM)**

3.1.3.1 The Contractor shall designate a CPM, who will direct and coordinate the activities of the Contractor's project team.

3.1.3.2 The CPM shall be the Contractor's primary contact for the Purchaser's PM and shall conduct all major project design, test, and status reviews.

3.1.3.3 The CPM shall be prepared at all times to present and discuss the status of Contract activities with the Purchaser's PM, Contracting Officer (CO), or Technical Lead (TL).

#### **3.1.3.4 Contractor PM Qualifications**

3.1.3.4.1 The CPM shall have at least six years' experience as the PM for an effort of similar scope, duration, complexity and cost, including the application of a formal project management methodology such as PRINCE2.

#### **3.1.4 Contractor Technical Lead**

3.1.4.1 The Contractor shall designate a Technical Lead (TL) for the project. The TL shall lead the analysis, design, development, integration, and follow-on efforts of the Contractor.

#### **3.1.4.2 Contractor TL Qualifications**

3.1.4.2.1 The TL shall possess a Master's degree in engineering or computer science or shall have equivalent work experience. The TL shall: have at least seven years in engineering positions associated with the review, design, development, evaluation, planning and operation of electrical or electronic components, subsystems, or systems for government or commercial use.; be a member of recognized professional body; have at least seven years in system design and integration of networking and communication component parts similar to those being utilised for the purpose of this contract.

#### **3.1.5 Contractor Test Director**

3.1.5.1 The Contractor shall designate a Test Director for all test activities conducted under this Contract. The Test Director shall direct test planning, design and tools selection, establish guidelines for test procedures and reports, and co-ordinate with the Purchaser on test support requirements and manage the Contractor test resources.

#### **3.1.5.2 Contractor Test Director Qualifications**

3.1.5.2.1 The Test Director shall have at least five years' experience in the design and execution of

communication information systems tests.

### **3.1.6 Contractor Quality Assurance Representative**

3.1.6.1 The Contractor shall designate a qualified individual to serve as the Contractor Quality Assurance Representative (CQAR), who will act as the Quality Assurance Manager for activities under this Contract. The CQAR shall report to a separate manager within the Contractor's organization at a level equivalent to or higher than the PM.

#### **3.1.6.2 CQAR Qualifications**

3.1.6.2.1 The Quality Assurance Manager shall have at least seven years' experience in working with quality control methods and tools and have a broad knowledge of NATO Standards (e.g. STANAG 4107 Ed. 11), processes and procedures applicable to Quality Assurance (QA) and Quality Control (QC) in the industry. The CQAR shall be independent from the project team and be involved in any project review, acceptance and delivery.

### **3.1.7 Contractor Integrated Product Support (IPS) Manager**

3.1.7.1 The IPS Manager shall have at least ten years' experience in Supportability Engineering for HW/SW intensive Systems, preferably in the Defense and Electronic sector.

#### **3.1.7.2 Contractor IPS Manager Qualifications**

3.1.7.2.1 The IPS Manager shall have a systems engineering background or a supportability engineering equivalent certification with deep knowledge of the IPS related NATO standards, handbooks, ISOs/IEC and ASD (Aerospace & Defence) Suite (S1000D, S2000M, S3000L) and tools. The IPS manager shall have experience in all IPS elements and processes (e.g. LSA – Logistic Support Analysis, RAMT – Reliability, Availability, Maintainability and Testability, Training, Documentation etc.) and Configuration Management standards and procedures (e.g. STANAG 4427 Ed. 3 and ISO 10007).

## **3.2 Project Implementation Plan (PIP)**

### **3.2.1 Scope of the PIP**

3.2.1.1 The Contractor shall submit a Draft PIP that describes how the Contractor shall implement project/contract administration, including details of the controls that shall be applied to supervise Sub-Contractor performance. The plan shall also define the details of liaison amongst the Purchaser, the Contractor and any Sub-Contractors. The Draft PIP shall be



furnished with the quotation and its related documentation shall be the primary guideline in developing the PIP to be provided in accordance with the requirements set forth therein. Pending the approval of the PIP, the bid Draft PIP shall constitute the documentation to which reference shall be made on any question that may arise in the preparation of the PIP. After approval by the Purchaser, any new version of the PIP shall constitute the unique Contractor's reference for the project implementation.

3.2.1.2 The PIP shall consider all project implementation aspects, which include management provisions, facilities, schedules, personnel assignments, external relationships and project control. The PIP shall be in sufficient detail to allow the Purchaser to assess the Contractor's plans and capabilities in implementing the entire project in conformance with the requirements specified. The PIP to be prepared by the Contractor shall include as a minimum the following sections:

|             |                                       |
|-------------|---------------------------------------|
| Section 1:  | Project Overview                      |
| Section 2:  | Applicable Documents                  |
| Section 3:  | Project Management                    |
| Section 4:  | System Design and Implementation      |
| Section 5:  | Integrated Product Support            |
| Section 6:  | Quality Assurance and Quality Control |
| Section 7:  | Configuration Management              |
| Section 8:  | Testing and Acceptance                |
| Section 9:  | Documentation                         |
| Section 10: | Training                              |

### 3.2.2 **Project Overview**

3.2.2.1 Section 1 of the Draft PIP shall contain a Project overview, which shall provide an executive summary overview of the UOMM capability, summarising the main features of each of the PIP sections and indicate how the Project will be executed during the full lifetime of the Project.

### 3.2.3 **Applicable Documents**

3.2.3.1 Section 2 of the Draft PIP shall contain the list of documents or standards referenced by the other sections of the Draft PIP.

### 3.2.4 **Project Management**

3.2.4.1 Section 3 of the Draft PIP shall provide the Project Management Plan (PMP), which shall include:

3.2.4.1.1 The management structure of the Contractor's team.

- 3.2.4.1.2 A list of Key Personnel assigned to the Contractor's team and their respective roles, responsibilities and authority, as well as their qualifications, experiences and security clearances.
- 3.2.4.1.3 The PMP shall identify all major Contractor operating units and any Sub-Contractors and suppliers involved in the delivery of the capability, and a description of the portion of the overall effort or deliverable item for which they are responsible.
- 3.2.4.1.4 The PMP shall include a Project Breakdown Structure (PBS) that shall contain the critical work elements (tasks) of the project and illustrate their relationships to each other and to the project as a whole.
- 3.2.4.1.5 The PBS shall be represented either as a hierarchical list, or mind map.
- 3.2.4.1.6 The PMP shall include the details of the Contractor's methodology for Project Control, including Project Reporting (Section 3.6.1) and Project Meetings (Section 3.6.2).
- 3.2.4.1.7 The PMP shall include the details of the Contractor's Risk Management approach.
- 3.2.4.1.8 The PMP shall include the details of the Contractor's Issue Management approach.
- 3.2.4.1.9 The PMP shall include the contact details of all Contractor and Sub-Contractor personnel.
- 3.2.4.1.10 The PMP shall include a current and maintained Calendar for all Contractor and Sub-Contractor resources, identifying any periods of leave, National or Official holidays.

### **3.2.5 System Design, Integration and Implementation**

- 3.2.5.1 Section 4 of the Draft PIP shall cover the System Design, Integration and Implementation aspects of the Project.
- 3.2.5.2 The Contractor shall include all the areas as detailed in Section 4 of this SOW and present how the functional, performance and technical specifications of this SOW shall be met.
- 3.2.5.3 The Contractor shall include a Site Implementation Plan, detailing the strategy that will be followed to enable the successful implementation of capabilities at a site to achieve Preliminary System Acceptance.

### **3.2.6 Integrated Product Support**

3.2.6.1 Section 5 of the Draft PIP shall cover the IPS aspects of the Project.

3.2.6.2 This Section shall detail the Contractor's approach to meeting the IPS requirements, as specified in Section 5 of this SOW.

3.2.6.3 Section 5 shall include the Integrated Product Support Plan (IPS Plan, refer to 5.1).

### **3.2.7 Quality Assurance and Quality Control**

3.2.7.1 Section 6 of the Draft PIP shall cover the Quality Assurance and Quality Control aspects of the Project, as specified in Section 6 of this SOW.

3.2.7.2 This Section shall include the QA Plan (QAP), with details of how the Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) program, throughout the Contract lifetime.

### **3.2.8 Configuration Management**

3.2.8.1 Section 7 of the Draft PIP shall cover the Configuration Management aspects of the Project.

3.2.8.2 This Section shall include the Configuration Management Plan, as specified in Section 7 of this SOW.

### **3.2.9 Testing and Acceptance**

3.2.9.1 Section 8 of the Draft PIP shall define the Contractor's Master Test Plan (MTP).

3.2.9.2 The MTP shall include a description of the allocation of personnel, testing strategy and the schedule to accomplish all the test and acceptance activities, up to and including Final System Acceptance (FSA), as specified in Section 8 of this SOW.

### **3.2.10 Documentation**

3.2.10.1 Section 9 of the Draft PIP shall define all Documentation being delivered by the Contractor and all referenced documentation.

### **3.2.11 Training**

3.2.11.1 Section 10 of the Draft PIP shall define the Contractor's Training Plan.

3.2.11.2 The Training Plan shall include a description of the allocation of personnel, training strategy and the schedule to accomplish all the training activities, as specified in 5.6 of this SOW.

### **3.3 Project Master Schedule (PMS)**

3.3.1 The Contractor shall establish and maintain a Project Master Schedule (PMS) that contains all contract events and milestones for the Project.

3.3.2 The Contractor shall ensure all planned deliverables are completed in accordance with the Schedule of Supplies and Services (SSS) and that all deliverables are completed on or before the Effective Date on Contract (EDC) plus (+) dates in accordance with the SSS.

3.3.3 The PMS shall show all contractual deliverables, the work associated with them, and their delivery dates.

3.3.4 The PMS shall not be cluttered with events or tasks internal to the Contractor, unless they are of major importance to the Project.

3.3.5 The PMS shall be provided in Microsoft Project format. For each task, the PMS shall identify the start and finish dates, duration, predecessors, constraints, and resources.

3.3.6 The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.

3.3.7 The Contractor shall produce a PMS Plan on a Page (PMSPPOAP) representing the whole project as detailed in the PMS.

3.3.8 The PMSPPOAP shall be produced in Microsoft Visio Format, and be updated on a monthly basis as part of the Project Status Reporting cycle.

### **3.4 Documentation**

3.4.1 The Contractor shall submit all documents listed in the following table based on the timelines defined as EDC+NN weeks.



| Serial | Name             | Description                                | SOW Reference | To be completed by                      | Format               |
|--------|------------------|--|---------------|---|----------------------|
| 1      | DPIP             | Draft Project Implementation Plan          | 3.2           | BID                                     | DOCX                 |
| 2      | PMP              | Project Management Plan                    | 3.2.4         | EDC+2 weeks                             | DOCX                 |
| 3      | RISK*            | Risk Log                                   | 3.7           | EDC+2 weeks                             | XLSX**               |
| 4      | ISSUE*           | Issue Log                                  | 3.8           | EDC+2 weeks                             | XLSX**               |
| 5      | PMS*             | Project Management Schedule                | 3.3           | EDC+2 weeks<br>Updated monthly          | MPP                  |
| 6      | PMS-POAP*        | Project Management Schedule Plan on a Page | 3.3.7         | EDC+2 weeks<br>Updated monthly          | VSDX                 |
| 7      | PIP*             | Project Implementation Plan                | 3.2           | EDC+4 weeks and reviews                 | DOCX                 |
| 8      | SIPS             | Site Implementation Plan Strategy          | 3.2.5.3       | EDC+4 weeks                             | DOCX                 |
| 9      | IPSP             | Integrated Product Support Plan            | 5.1.4         | EDC+4 weeks                             | DOCX<br>XLSX         |
| 10     | QAP              | Quality Assurance Plan                     | 6.6           | EDC+4 weeks                             | DOCX                 |
| 11     | CMP              | Configuration Management Plan              | 7.1.3         | EDC+4 weeks                             | DOCX<br>XLSX         |
| 12     | TRNP*            | Training Plan                              | 5.6.9, 5.6.11 | Draft: EDC+4 weeks<br>Final: CDR        | DOCX<br>XLSX         |
| 13     | TP-POAP*         | Training Plan on a Page                    | 5.6.11        | Draft: EDC+4 weeks<br>Final: CDR        | DOCX<br>XLSX         |
| 14     | TNA              | Training Needs Analysis                    | 5.6.8         | Draft: PDR<br>Final: CDR                | DOCX<br>XLSX         |
| 15     | DP               | Documentation Plan                         | 3.2.10        | EDC+4 weeks                             | DOCX                 |
| 16     | ABL*             | Allocated Baseline                         | 7.1.7, 7.1.10 | Initial: PDR<br>Final: CDR              | CMDB<br>dump<br>XLSX |
| 17     | PBL*             | Product Baseline                           | 7.1.8, 7.1.10 | Initial: CDR<br>First formal: CDR + 4W  | CMDB<br>dump<br>XLSX |
| 18     | SDIP             | System Design and Implementation Plan      | 3.2.5         | EDC+6 weeks                             | DOCX                 |
| 19     | MTP              | Master Test Plan                           | 8.4           | EDC+6 weeks                             | DOCX                 |
| 20     | ETP              | Event Test Plan                            | 8.5           | EDC+6 weeks                             | DOCX                 |
| 21     | RTM              | Requirements Traceability Matrix           | 8.7           | EDC+6 weeks                             | XLSX                 |
| 22     | S1000D IETPs*    | S1000D IETPs                               | 5.5.2         | Draft at PSA – 8 W<br>Final at PSA – 1W | XML                  |
| 23     | S2000M Tailoring | S2000D Tailoring                           | 5.4.6, 5.4.7  | PDR                                     | XML<br>DOCX<br>XLSX  |
| 24     | S3000L Tailoring | S3000L Tailoring                           | 5.3.2, 5.3.3  | PDR                                     | XML<br>DOCX<br>XLSX  |



| Serial | Name   | Description   | SOW Reference                      | To be completed by  | Format                       |
|--------|--|---|------------------------------------|---|------------------------------|
| 25     | S2000M and S3000L Tailoring Purchaser approval | S2000M and S3000L Tailoring Purchaser approval (tailoring and decision in the Support Case) | 5.5.3.4                            | CDR   | DOCX<br>XLSX                 |
| 26     | TR-Templates                                   | Training Templates and Formats  | 5.6.13                             | CDR and revisions   | DOCX<br>PPTX<br>PDF          |
| 27     | S2000M Data*                                   | Provisioning Material Data (part of the Support Case)                                       | 5.4.1, 5.4.6, 5.5.3                | CDR + 4W and revisions  | XML<br>XLSX                  |
| 28     | S3000L Data*                                   | LSA/RMA Data (part of the Support Case)   | 5.3.1, 5.3.2, 5.3.8, 5.3.11, 5.5.3 | CDR + 4W and revisions  | XML                          |
| 29     | Site inventory (includes SWDL)*                | Site inventory (includes SWDL)  | 5.5.4                              | Initial: SiAT – 1W<br>Final: PSA – 1W   | XLSX<br>DOCX                 |
| 30     | TR-MAT*  | Training Material   | 5.6.12-5.6.22                      | Initial: Training Start – 8W<br>Final: Training Start – 2W  | DOCX<br>PPTX<br>PDF<br>SCORM |
| 31     | ABDs and ICDs*                                 | As Built Documentation (ABD) and Interface Control Documents (ICD)                          | 5.5.5                              | PSA – 4W  | DOCX,<br>XLSX<br>VSD, PDF    |
| 32     | TR   | Test Report   | 8.8                                | 1 week after each test event  | DOCX                         |
| 33     | SIP  | Site Implementation Plan  | 4.4.3.1.2                          | 4 weeks before each site deployment   | DOCX                         |
| 34     | SIS  | Site Implementation Specification (updated and validated)                                   | 4.2.1                              | The (updated and validated) SIS will be submitted as a Draft 4 weeks before each site deployment.<br>Final 2 weeks after each site deployment | DOCX                         |
| 35     | SSR  | Site Survey Report (updated and validated)  | 4.5.2.8                            | The (updated and validated) SSR will be submitted 4 weeks before each site deployment (or 2 weeks after a site survey event if required)      | DOCX                         |
| 36     | SAT  | Tier 3 Site Acceptance Test (Plan and procedures)   | 8.2                                | 4 weeks before each site deployment   | DOCX                         |
| 37     | Defect Report / Off-Specification Report       | Defect Report / Off-Specification Report (evidence documents)                               | 8.3.1                              | 1 week before TVVA Event  | DOCX                         |
| 38     | Dry Run Report/Engineering report              | Dry Run Report/Engineering report (evidence documents)                                      | 8.3.1                              | 1 week before TVVA Event  | DOCX                         |
| 39     | PSA Protocol                                   | PSA Protocol (collection of evidence documents)   | 4.4.3.2                            | PSA – 1W  | Various formats              |
| 40     | FSA Protocol                                   | FSA Protocol (collection of evidence documents)   | 4.4.3.3                            | FSA – 1W  | Various formats              |

| Serial | Name                   | Description                                 | SOW Reference | To be completed by        | Format               |
|--------|------------------------|---|---------------|---------------------------|----------------------|
| 41     | Lessons Learned Report | Lessons learned and Identified report       | 4.4.3.3.4     | FSA – 1W                  | DOCX                 |
| 42     | LLD *                  | Low Level Design Architecture               | 8.3.1         | 2 weeks before TVVA Event | DOCX, XLSX, VSD, PDF |
| 43     | Test Completion Report | Test Completion Report (evidence documents) | 8.3.1         | 1 week after TVVA event   | DOCX                 |
|        |                        |   |               |                           |                      |

3.4.2 Documents marked with an asterisk\* are living documents and shall be updated throughout the life of the project.

3.4.3 File formats marked with double asterisk \*\* may be managed as SharePoint forms on the portal rather than the format defined in the table – subject to approval by the Purchaser Project Manager.

3.4.4 Documents shall be mastered in the SharePoint Portal provisioned by the Purchaser.

3.4.5 All documents shall conform to the file naming and versioning standards identified in Section 6.7 of this SOW.

3.4.6 Exceptions to the documents naming convention defined in 3.4.5 shall apply to S1000D, S2000M and S3000L data/exports and CMDDB (Configuration Management Database) exports, based on the capabilities of the relevant Contractor data/product management tools.

3.4.7 Any formal submission of any document on the portal will not be recognized unless an email is submitted to the Project Managers and Contracting Officers of both parties (Purchaser and Contractor).

3.4.8 Document reviews must adopt Track Changes (for Microsoft Word documents). Review comments for other file formats will be managed as separate files

### **3.5 Documentation Review and Acceptance**

3.5.1 The Purchaser shall review each Document in detail for a period of up to 10 working days after submission on to the Portal. During this review period, the Contractor shall make available to the Purchaser technical and contractual support as necessary to enable the Purchaser to perform the review. At the end of this period, the Purchaser will provide the Contractor with a detailed review.

3.5.2 Within 10 working days of receiving the Purchaser's review of a document, the Contractor

shall incorporate all the modifications, additions and expansions required by the Purchaser. The Purchaser, provided that all comments are incorporated, shall then formally accept the document.

- 3.5.3 The Purchaser reserves the right to request one additional cycle of review for each document should the Contractor not incorporate all the modifications, additions and expansions required by the Purchaser. Any delays to the project will be the responsibility of the Contractor.
- 3.5.4 The Purchaser reserves to the right to exercise Articles defined in the Special Provisions should the second review cycle of a document be incomplete.
- 3.5.5 The Purchaser reserves the right to require the Contractor to make further changes to any document, to correct any errors detected during the implementation or to reflect any technical or contractual changes necessary as a result of any supplemental agreement made to the contract.
- 3.5.6 The approval of the PIP by the Purchaser signifies that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from their responsibilities to achieve the contractual and technical requirements of this contract. The requirements of the Contract supersede any statement in the PIP in case of any conflict, ambiguity or omission.

### **3.6 Project Controls**

#### **3.6.1 Project Status Reports (PSR)**

3.6.1.1 The Contractor shall provide a Project Status Report (PSR), five (5) working days prior to the Project Review Meeting (PRM) as detailed in Section 3.6.5.

3.6.1.2 Failure to submit the PSR onto the project portal 5 working days prior to the PRM may result in a delay of the PRM – any additional costs or expenses as a result of this delay will be borne by the Contractor.

3.6.1.3 The PSR shall include the following items:

- Summary of project activities during the preceding month, as well as including the status of current and pending activities
- Progress of stage plan, exception plan(s), and schedule status, highlighting any changes since the preceding report
- Description of any identified issues and high risk areas with proposed solutions and



corrective actions

- Test(s) conducted and results
- Proposed changes in Contractor personnel
- Summary of Change Requests requested or approved
- Plans for activities during the following reporting period, identifying all dependencies
- Risk and Issues log update
- COVID and BREXIT movement restrictions and update

3.6.1.4 The Purchaser shall by mutual agreement with the Contractor amend the content, format and regularity of the PSR throughout the life of the project.

### 3.6.2 Project Meetings

3.6.2.1 Except otherwise stated in the Contract, the following provisions shall apply to all meetings to be held under the Contract.

3.6.2.2 Meetings shall take place at NCI Agency premises in Casteau (Mons). However, at the discretion of the Purchaser PM, alternative locations or virtual meetings may be permitted.

3.6.2.3 The Contractor shall submit a meeting request and meeting agenda 5 working days prior to any meeting. However, at the discretion of the Purchaser PM, meetings may be arranged with shorter notice.

3.6.2.4 The Contractor shall take meeting minutes, submit them in draft version to the Purchaser for approval within 3 working days of the meeting, on the Project Portal as well as notifying by email.

3.6.2.5 The Purchaser will respond within 3 working days of receipt of the draft minutes, and subject to Purchaser approval, the Contractor will finalized the minutes in the portal.

3.6.2.6 The participants shall not regard these minutes as a mechanism to change the terms, conditions or specifications of the Contract, or as a vehicle to alter the design or configuration of equipment or systems. Any such changes shall only be made by authorized mechanisms as set forth in the Contract.

3.6.2.7 Any documentation, even in draft format, that may be useful to the Purchaser in preparing for meetings and ensuring efficient discussions during the meetings shall be provided to the Purchaser no later than 2 working days before the meeting.

### 3.6.3 **Project Kick-Off Meeting**

3.6.3.1 The CPM shall participate in the UOMM project kick-off meeting with the Purchaser's Project Team no later than two weeks after EDC. The meetings shall be held at the Purchaser's facility in Casteau (Mons), and shall be arranged by the Purchaser.

3.6.3.2 The Contractor shall propose which resources shall be in attendance (including Sub-Contractor personnel). This must be agreed by the Purchaser PM in advance 2 weeks prior to the meeting.

3.6.3.3 The Contractor (and Sub-Contractor) Project personnel shall introduce themselves, and explain which project deliverables they are accountable for and what work they are responsible for.

3.6.3.4 The CPM shall explain how the Contractor intends to manage the implementation and deployment approach to the sites.

3.6.3.5 The Contractor's Technical Lead resources shall introduce how the Contractor intends to fulfil the technical implementation work (as described in Section 4.1). This shall include the Site Survey aspects.

3.6.3.6 The Contractor's IPS resource shall introduce how the Contractor intends to fulfil the IPS scope of work (as described in Section 5).

3.6.3.7 The Contractor's Test Director shall introduce how the Contractor intends to fulfil the Testing scope of work (as described in Section 8).

### 3.6.4 **Design Review Meetings**

3.6.4.1 The Contractor shall co-ordinate the Design Reviews.

3.6.4.2 Meetings shall take place at NCI Agency premises in Casteau (Mons). However, at the discretion of the Purchaser PM, alternative locations or virtual meetings may be permitted.

3.6.4.3 In addition to the scope and requirements for design reviews as described in Section 4, the Contractor shall provide the following, if applicable, at all design reviews:

- Changes to the PMS

- Risk assessment of proposed changes, and an update of the Risk Log and Issue Logs

### 3.6.5 **Project Review Meetings**

3.6.5.1 The Contractor shall coordinate and hold Project Review Meetings (PRM) with the Purchaser.

3.6.5.2 The PRMs shall be held at least once a month throughout the Period of Performance, and one every three (3) months during the Warranty period.

3.6.5.3 The Contractor shall provide a PSR, five (5) working days prior to each PRM, as per Section 3.6.1.

3.6.5.4 The Contractor shall submit a meeting request and meeting agenda 5 working days prior to the PRM.

3.6.5.5 Project delivery problems shall be identified, discussed and escalated with the Purchaser PM promptly, and shall not be held until PRMs.

3.6.5.6 The PRMs shall be conducted in one of the Purchaser's sites or the Contractor's sites and the location shall be subject to the Purchaser PM's approval. Casteau (Mons) shall be considered the primary location to conduct the PRMs. However, the location of PRMs may vary and, where possible, be scheduled with other project meetings.

3.6.5.7 The PRM shall be held on the first Tuesday of each month. Deviation from this is subject to approval by the Purchaser PM.

3.6.5.8 The Contractor shall conduct a PRM once a month throughout the Contract period of performance and once a quarter during the warranty period (if required). This cadence may increase or decrease if deemed necessary by the Purchaser.

### 3.6.6 **Other Meetings**

3.6.6.1 The Purchaser shall host all other meetings unless there is a specifically agreed need to review material, witness technical demonstrations or testing, or perform any other activity outside of the Purchaser's premises, as part of the meeting.

3.6.6.2 The Contractor shall identify to the Purchaser's PM any other meetings with NATO personnel required to support this Contract.

3.6.6.3 Upon approval by the Purchaser's PM, the Contractor shall schedule, organize, and conduct such meetings.

### **3.7 Risk Management**

3.7.1 The Contractor shall establish and maintain an overall Risk Management process for the project.

3.7.2 This Risk Management process shall identify all risks (management, technical, schedule, and cost risks), evaluate each risk, and select a proposed response for each risk.

3.7.3 Evaluating each risk shall result in the risk being rated as High, Medium, or Low, based on its probability and impact.

3.7.4 For each risk, the proposed response shall be selected from the following list:

3.7.4.1 Prevention: Terminate the risk by doing things differently and thus removing the risk, where it is feasible to do so. Countermeasures are put in place that either stop the threat or problem from occurring or prevent it from having any impact on the project or business.

3.7.4.2 Reduction: Treat the risk by taking action to control it in some way where the action either reduces the likelihood of the risk developing or limits the impact on the project to acceptable levels.

3.7.4.3 Acceptance: Tolerate the risk – e.g. if nothing can be done at a reasonable cost to mitigate it or the likelihood and impact of the risk occurring are at an acceptable level.

3.7.4.4 Contingency: plan and organize actions to come into force as and when the risk occurs.

3.7.4.5 Transference: Pass the management of the risk to a third party (e.g. insurance policy or penalty clause), such that the impact of the risk is no longer an issue for the health of the project.

### **3.7.5 The Risk Management data shall be presented in a Risk Log.**

3.7.5.1 The Contractor shall create a Risk Log in the SharePoint Portal, and shall be responsible for maintaining the log throughout the project.

3.7.5.2 The Risk Log shall be a table listing the risks, and shall include the following information:

- Risk identifier: unique code to allow grouping of all information on this risk
- Description: brief description of the risk
- Risk category (e.g. commercial, legal, technical)
- Impact: effect on the project if this risk were to occur
- Probability: estimate of the likelihood of the risk occurring
- Proximity: how close in time is the risk likely to occur
- Countermeasure(s): what actions have been taken/will be taken to counter this risk
- Owner: who has been appointed to keep an eye on this risk
- Author: who submitted the risk
- Date identified: when was the risk first identified
- Date of last update: when was the status of this risk last checked
- Status: e.g. dead, reducing, increasing, no change

### **3.8 Issue Management**

3.8.1 An issue is anything that could have an effect on the Project, either detrimental or beneficial (change request, problem, error, anomaly, risk occurring, query, change in the project environment). An Issue Log shall be established, to record and track all issues and their status.

3.8.2 The Contractor shall create an Issue Log in the SharePoint Portal, and shall be responsible for maintaining the log throughout the project.

3.8.3 The Issue Log shall be a table and shall comprise the following information:

- Project Issue Number
- Project Issue Type (Request for change, Off-specification, general issue such as a question or a statement of concern)
- Author
- Date identified
- Date of last update
- Description
- Action item
- Responsible (individual in charge of the action item)
- Suspense date (Suspense date for the action item)

- Priority
- Status

### **3.9 Independent Verification, Validation and Quality (IVVQ)**

- 3.9.1 The Purchaser will engage with the IVVQ Service Line for this project. The main objective of the IVVQ activities will be the evaluation of the performance of the Contractor and the verification of the work being performed under the related effort, in particular evaluation of Contractor deliverables and testing activities.
- 3.9.2 IVVQ will also monitor, assess, and report on the Contractor's performance in order to identify, as early as possible, perceived problem areas.
- 3.9.3 The Contractor shall transfer to IVVQ all information deemed necessary to perform the IVVQ activities, on his own initiative or on request by IVVQ or the Purchaser.

### **3.10 Project Portal**

- 3.10.1 The Contractor shall also maintain a Project Portal (provided by the Purchaser) on which all relevant (classified up to NATO RESTRICTED) UOMM project documentation and datasets shall be maintained. The Purchaser shall be able to access the Portal using the Purchaser provided REACH laptops (refer to the contract's special provision entitled Reach Capability) or any other approved device/mechanism for the exchange of NATO RESTRICTED information.
- 3.10.2 The Contractor shall make available to the Purchaser access to the Issue Log, Risk Log, Project Master Schedule, and other datasets and tools required by this SOW on the Project Portal.
- 3.10.3 The Contractor shall make available the Project Websites to allow the Purchaser access to the finished and in-progress items, including design specifications and documentation. The Contractor shall use version control for all documentation published in the project portal.
- 3.10.4 The portal shall include all contractor-provided technical documentation.
- 3.10.5 The portal shall include other documents as directed by the Purchaser's PM, CO or NQAR.
- 3.10.6 The documents posted to the portal shall clearly indicate the version number inside the document.



3.10.7 The Contractor shall keep the portal up to date, in support of access by the users, or the Purchaser, through the warranty period, and any subsequent extensions.

## SECTION 4 – SCOPE OF WORK

### 4.1 Contractor Activities and Deliverables

4.1.1 The scope of work can be simply defined as three key elements:

4.1.1.1 Implementation of capability to NODCERS as detailed in this document.

4.1.1.2 Implementation of capability to Tier-3 sites as detailed in this document.

4.1.1.3 Creation of the Service and Support capabilities for NODCERS, Tier-3 and Tier-2.

4.1.2 The Equipment (HW, SW and licences) will be provided as Purchaser Furnished Equipment. The Purchaser is responsible for the shipping of the equipment to the sites (based on instruction from the Contractor). All Site Survey Reports and Site Implementation Specification documentation will be provided by the Purchaser.

### 4.1.3 Technical Implementation

#### 4.1.3.1 Operational NIPS deployments

| Ref | Location   | Domain | Country     |
|-----|--|--------|-------------|
| 1   | SHAPE Tier 3, Casteau (Mons)   | NR/NS  | Belgium     |
| 2   | Public Internet Access (PIA), SHAPE, Casteau (Mons)                      | NR     | Belgium     |
| 3   | NCIRC Tier 2, Casteau (Mons)   | NR/NS  | Belgium     |
| 4   | NODCERS, Casteau (Mons)  | NS     | Belgium     |
| 5   | Joint Force Command (JFC), Brunssum                                      | NR/NS  | Netherlands |
| 6   | NATO AWACS Programme Management Agency (NAPMA), Brunssum                 | NR     | Netherlands |
| 7   | NATO SECRET Point of Presence (PoP), a.k.a., PTC, Brunssum               | NS     | Netherlands |
| 8   | NCIA, The Hague  | NR/NS  | Netherlands |
| 9   | NATO Supply Procurement Agency (NSPA), Capellen                          | NR     | Luxembourg  |
| 10  | Joint Force Command (JFC), Lago Patria                                   | NR/NS  | Italy       |
| 11  | Public Internet Access (PIA), Lago Patria                                | NR     | Italy       |
| 12  | NATO HQ, Evere (Brussels)  | NS     | Belgium     |
| 13  | NATO Eurofighter Typhoon Management Agency (NETMA), Halbergmoss (Munich) | NR     | Germany     |
| 14  | NATO SECRET Point of Presence (PoP), Northwood                           | NS     | UK          |
| 15  | NATO Helicopter Management Agency (NAHEMA), Aix en Provence              | NR     | France      |
| 16  | LANDCOM, Izmir   | NR/NS  | Turkey      |



| Ref | Location   | Domain | Country |
|-----|--|--------|---------|
| 17  | Allied Command Transformation (ACT) HQ, Norfolk  | NR/NS  | USA     |
| 18  | NATO SECRET Point of Presence (PoP) Node, Norfolk  | NS     | USA     |
| 19  | NATO Science & Technology Organization (STO),<br>Collaboration Support Office (CSO), Neuilly-sur-Seine (Paris) | NR     | France  |

#### 4.1.3.2 Operational FPC deployments

| Ref | Location  | Domain | Country     |
|-----|---|--------|-------------|
| 1   | SHAPE Tier 3, Casteau (Mons)  | NR/NS  | Belgium     |
| 2   | Public Internet Access (PIA), SHAPE, Casteau (Mons)                         | NR     | Belgium     |
| 3   | NCIRC Tier 2, Casteau (Mons)  | NR/NS  | Belgium     |
| 4   | NODCERS, Casteau (Mons)   | NS     | Belgium     |
| 5   | Joint Force Command (JFC), Brunssum   | NR/NS  | Netherlands |
| 6   | NATO SECRET Point of Presence (PoP), a.k.a., PTC,<br>Brunssum               | NS     | Netherlands |
| 7   | NATO AWACS Programme Management Agency,<br>Brunssum                         | NR     | Netherlands |
| 8   | NCIA, The Hague   | NR/NS  | Netherlands |
| 9   | NATO Supply Procurement Agency (NSPA), Capellen                             | NR/NS  | Luxembourg  |
| 10  | NATO Supply Procurement Agency (NSPA), Betzdorf                             | NR     | Luxembourg  |
| 11  | Joint Force Command (JFC), Naples   | NR/NS  | Italy       |
| 12  | Public Internet Access (PIA), Naples  | NR     | Italy       |
| 13  | Deployable Air Command and Control Centre (DACCC),<br>Poggio Renatico       | NR/NS  | Italy       |
| 14  | Centre for Maritime Research and Experimentation<br>(CMRE), La Spezia       | NR     | Italy       |
| 15  | NATO HQ, Evere (Brussels)   | NR/NS  | Belgium     |
| 16  | AIRCOM, Ramstein  | NR/NS  | Germany     |
| 17  | Combined Air Operations Centre (CAOC), Uedem                                | NR/NS  | Germany     |
| 18  | NATO Airborne Early Warning (NAEW), Geilenkirchen                           | NR/NS  | Germany     |
| 19  | NATO Eurofighter Typhoon Management Agency (NETMA),<br>Halbergmoss (Munich) | NR     | Germany     |
| 20  | Joint Analysis Lesson Learned Centre (JALLC), Monsanto                      | NR/NS  | Portugal    |
| 21  | Combined Air Operations Centre (CAOC), Torrejon                             | NR/NS  | Spain       |
| 22  | MARCOM, Northwood   | NR/NS  | UK          |
| 23  | NATO SECRET Point of Presence (PoP), Northwood                              | NS     | UK          |
| 24  | NATO Helicopter Management Agency (NAHEMA), Aix en<br>Provence              | NR     | France      |
| 25  | Joint Warfare Centre (JWC), Stavanger                                       | NR/NS  | Norway      |
| 26  | Joint Force Training Centre (JFTC), Bydgoszcz                               | NR/NS  | Poland      |

| Ref | Location  | Domain | Country |
|-----|---|--------|---------|
| 27  | LANDCOM, Izmir  | NR/NS  | Turkey  |
| 28  | Allied Command Transformation (ACT), Norfolk  | NR/NS  | USA     |
| 29  | NATO SECRET Point of Presence (PoP), Norfolk  | NS     | USA     |
| 30  | NATO Science & Technology Organization (STO),<br>Collaboration Support Office (CSO), Neuilly-sur-Seine<br>(Paris) | NR     | France  |

4.1.4 The Contractor shall ensure the maintenance of operational NCIRC services via the work undertaken at the sites listed in 4.1.3.1 and 4.1.3.2.

**4.1.5 NCIRC Operational Deployment Support & Exercise Reference System (NODCERS)**

4.1.5.1 The operational Tier 2 central management servers for both the NIPS and FPC systems have recently been upgraded to the supported versions of hardware and software. This change has not yet been reflected in the reference system known as NODCERS.

4.1.5.2 The Contractor shall deploy and configure a virtual NIPS FMC central management capability in the virtualized environment on NODCERS.

4.1.5.3 The Contractor shall replicate the configuration of the newly deployed Tier 2 NATO SECRET (NS) operational Firepower Management Console (FMC) 4600 to the virtual FMC installed in NODCERS.

4.1.5.4 The Contractor shall deploy and configure a NetWitness Admin server based on software version 11.5 into the virtualized environment on NODCERS.

4.1.5.5 The Contractor shall replicate the configuration of the newly deployed Tier 2 NS operational NetWitness Admin server to the new Virtual Machine (VM) in NODCERS.

4.1.5.6 The Contractor shall deploy and configure a NetWitness Event Stream Analysis (ESA) server, based on software version 11.5, into the virtualized environment on NODCERS.

4.1.5.7 The Contractor shall replicate the configuration of the newly deployed Tier 2 NS operational NetWitness ESA server to the new VM in NODCERS.

4.1.5.8 The Contractor shall deploy and configure a NetWitness Broker<sup>1</sup> server, based on software version 11.5, into the virtualized environment on NODCERS.

<sup>1</sup> Note that the NetWitness Broker is a component of the NetWitness Platform software and should not be confused the Netscout Packet Brokers mentioned elsewhere in the SOW.

- 4.1.5.9 The Contractor shall deploy and configure the Firepower 2115 NIPS appliance into the simulated Tier 3 enclave on NODCERS.
- 4.1.5.10 The Contractor shall bring the Firepower 2115 NIPS under the control of the virtualized FMC and deploy the appropriate configuration.
- 4.1.5.11 The Contractor shall deploy a physical Series 6 NetWitness Decoder, running software version 11.5, into the simulated Tier-3 enclave on NODCERS.
- 4.1.5.12 The Contractor shall deploy the NetWitness Decoder Storage Appliance and connect it to the Decoder.
- 4.1.5.13 The NetWitness Decoder and Storage shall be brought under the control of the new NetWitness Admin server in NODCERS and the configuration pushed to simulate the operational environment.
- 4.1.5.14 The Decoder shall be connected to the monitoring port of the existing Netscout Packet Broker installed in the simulated Tier 3 enclave on NODCERS.
- 4.1.5.15 The Contractor shall deploy a physical Series 6 Netwitness Concentrator, running software version 11.5, into the simulated Tier enclave on NODCERS. The Contractor shall deploy the Netwitness Concentrator Storage Appliance and connect it to the Concentrator.
- 4.1.5.16 The NetWitness Concentrator shall be brought under the control of the new NetWitness Admin server and the configuration pushed to simulate the operational environment.
- 4.1.5.17 The virtual NetWitness Broker shall be configured to simulate the role of the NetWitness Broker in the operational environment. Note that in the operational environment Brokers are normally only required to interface to multiple Concentrators. In NODCERS the NetWitness Broker will only interface to a single Concentrator.

#### 4.1.6 **Firepower NIPS Appliance Deployment**

- 4.1.6.1 The Contractor shall deploy the NIPS hardware on the designated enclaves at each physical site and perform all requisite upgrade and migration activities to facilitate operation of the NIPS.
- 4.1.6.2 The Contractor shall install the new NIPS sensors configured for passive monitoring and connected to the monitoring tool ports of the existing Netscout packet brokers as shown in

Figure 1.

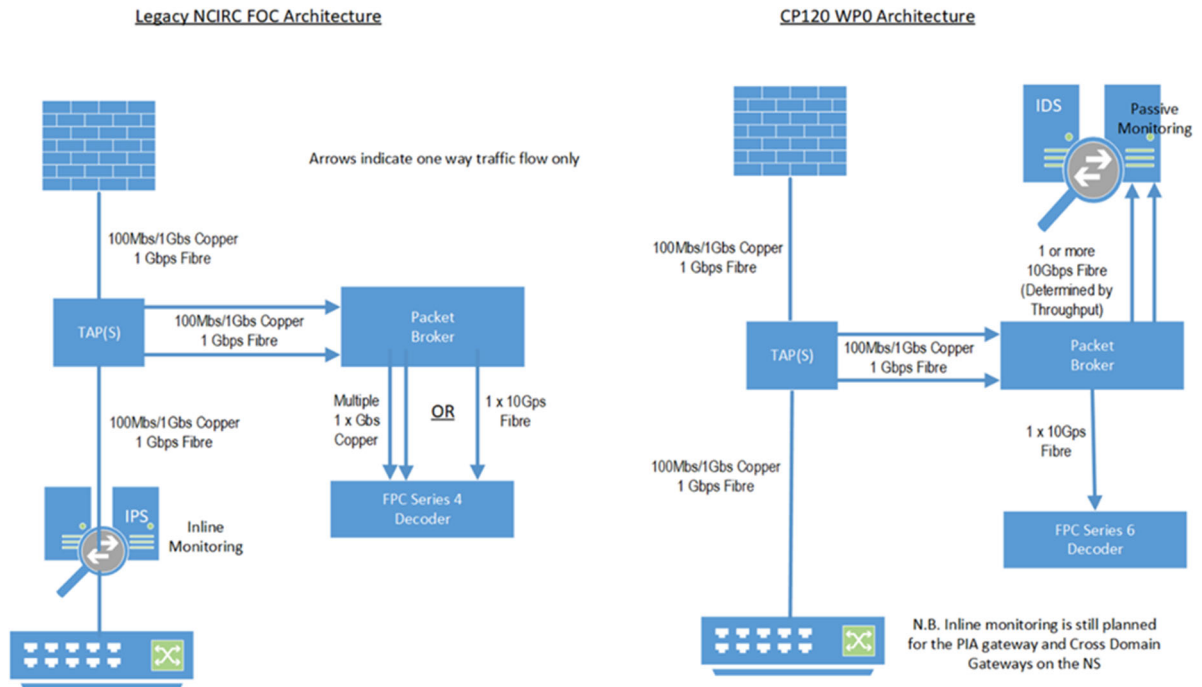


Figure 1 - Change of NIPS Architecture

- 4.1.6.3 The Contractor shall decommission the legacy NIPS and remove it from the rack.
- 4.1.6.4 The Contractor shall provide new cabling to facilitate the bypass of the decommissioned NIPS. Note that the existing in-line configuration shall be maintained at a number of Purchaser specified gateways. The gateways are PIAs, PTC nodes plus sites that have an ISP (The Hague, Norfolk, Northwood, Halbergmoss (Munich), Aix en Provence, Stavanger, Capellen, Betzdorf and Neuilly-sur-Seine (Paris)).
- 4.1.6.5 Note that where the NIPS to be replaced is deployed in inline mode, an outage will need to be coordinated with the site to remove the legacy device. The Purchaser shall support the Contractor in the coordination and execution of the site outages.
- 4.1.6.6 The Contractor shall update the configuration of the existing Netscout/VSS packet brokers to interface to the new NIPS using a 10Gbps connection, where possible<sup>2</sup>. Including the installation of any new connectivity modules (SFP, SFP+) as required. The connectivity modules will be provided by the purchaser as PFE.
- 4.1.6.7 The Contractor shall update the configuration of the existing Netscout/VSS packet brokers to

<sup>2</sup> Some sites have a VSS V16 Packet Broker that does not support 10Gbps connections

integrate with the new NIPS. Including the installation of any new connectivity modules (SFP, SFP+) as required. The connectivity modules will be provided by the purchaser as PFE.

4.1.6.8 The Contractor shall configure the Cisco FireSight (Real-time User Awareness) functionality at each Tier 3 site.

4.1.6.9 The Contractor shall integrate the NIPS appliances with the NCIRC service monitoring solution based on SolarWinds.

4.1.6.10 The Firepower appliances are provisioned with dual redundant power supplies. They shall be configured to send an alert via the management connection if one of the power supplies fails.

4.1.6.11 SSH access to each NIPS shall be configured and secured with key material issued as PFE by the NATO PKI.

4.1.6.12 The Contractor shall replace the self-signed certificate, used to access the NIPS via HTTPS, with a certificate issued as PFE by the NATO PKI.

4.1.6.13 The contractor shall generate Certificate Signing Requests (CSRs) on the NIPS appliances and forward them to NCIA Watchkeepers.

#### 4.1.7 **NetWitness Full Packet Capture Deployment.**

4.1.7.1 The RSA central management (Event Stream Analysis, Admin and Broker) servers have already been deployed and configured running software version 11.5. They will be provided as PFE by the customer.

4.1.7.2 The Contractor shall deploy the RSA NetWitness concentrator, decoder and hybrid appliances, along with the appropriate attached storage, at each physical site in accordance with the breakdown in Annex A - Bill of Materials.

4.1.7.3 The Contractor shall configure the management port of each physical appliance and connect it to the management switch.

4.1.7.4 The Contractor shall connect the Decoder traffic monitoring ports to the local Packet Broker. Depending on the site this will be either a single 10Gbps port or multiple 1Gbps ports.

4.1.7.5 The Contractor shall perform all requisite upgrade and migration activities to facilitate

operation of the FPC. The migration of the packets and metadata from the legacy Decoder and Concentrator appliances to the newly deployed appliances is excluded from this requirement.

- 4.1.7.6 Where possible (no constraints of space, power and cooling) the legacy FPC appliances shall be left installed and accessible from Tier-2.
- 4.1.7.7 The Contractor shall install new virtual NetWitness Tier-3 Brokers at the sites listed in A.10.
- 4.1.7.8 The Contractor shall install the latest GeoIP database to all Decoders, The Database shall be provided as PFE in MMDB format.
- 4.1.7.9 The Contractor shall connect all of the RSA NetWitness appliance Integrated Dell Remote Access Controller (iDRAC) ports to the local enclave switch and configure the iDRAC service.
- 4.1.7.10 The Contractor shall integrate the new FPC Concentrators, Decoders with the NCIRC Security Incident Information and Event Management (SIEM) based on Splunk Enterprise Security (ES).
- 4.1.7.11 The Contractor shall replicate the existing mechanism to allow PCAPs to be downloaded directly from the Splunk PCAP Management Dashboard.
- 4.1.7.12 The Contractor shall replicate the existing configuration of the Decoders, Concentrators and NetWitness Brokers to forward system log messages to Splunk via syslog.
- 4.1.7.13 The Contractor shall integrate the new FPC appliances and virtual Brokers with the NCIRC monitoring solution based on SolarWinds.
- 4.1.7.14 SSH access to the FPC appliances and virtual machines shall be configured and secured with key material issued as PFE by the NATO PKI.
- 4.1.7.15 For each FPC component (Decoder, Concentrator and NetWitness Broker) the Contractor shall replace the self-signed certificate (used for the https based management GUI) with a certificate from the NATO PKI.
- 4.1.7.16 The contractor shall generate Certificate Signing Requests (CSRs) on the FPC appliances and virtual machines and forward them to NCIA Watch keepers.
- 4.1.7.17 The Contractor shall integrate the FPC system with the Purchaser's Malware Information Sharing Platform (MISP). This shall facilitate regular automated searches of the historical

FPC data stores for possible indicators of compromise as recorded in the MISP database.

#### **4.1.8 Additional Considerations for the Data Center Sites**

4.1.8.1 With the exception of the Data Center sites, the tasks described in this SOW involve the replacement of the existing FPC appliances, bypassing and decommissioning the existing NIPS and connecting the new NIPS to the existing Packet Broker, as described in the previous sections. The number of replacement devices will be the same or less than the current deployment.

4.1.8.2 At the main Data Center sites of Casteau (Mons) and Lago Patria the number of FPC appliances will significantly increase.

4.1.8.3 The Contractor shall connect the new NIPS to the Packet Brokers using four 10Gbps links.

4.1.8.4 At Casteau (Mons) and Lago Patria, the Contractor shall create a design to consolidate the existing currently distinct Public Internet Access (PIA), Tier-3 site, Packet Transport Component (PTC) node and Data Center enclaves.

4.1.8.5 The consolidation shall include but not be limited to the following:

4.1.8.5.1 A reduction in the number of Tier 3 Juniper VPN/Firewall devices.

4.1.8.5.2 Combination of the existing Netscout Packet Brokers to act as a single entity, using the proprietary Netscout vMesh capability.

4.1.8.5.3 Decommissioning of the existing 24 port enclave management switches.

4.1.8.5.4 Installation and configuration of new PFE 48 port enclave management switches.

4.1.8.5.5 A reduction in the number of equipment racks, if possible.

#### **4.1.9 Additional elements of the CSO Neuilly-sur-Seine (Paris) Installation**

4.1.9.1 The CSO Neuilly-sur-Seine (Paris) installation includes the installation of new NIPS and FPC as described in previous sections but, as this is a new NCIRC FOC site, additional equipment (Juniper Firewall and Ixia Packet Broker) will also need to be installed and configured as described in the following paragraphs.

- 4.1.9.2 The Contractor shall install and configure the new Juniper SRX380 Firewall.
- 4.1.9.3 The Contractor shall configure a VPN between the Juniper Firewall and the Tier 2 Juniper VPN Gateway in Casteau (Mons), using NATO PKI certificates to facilitate authentication and encryption.
- 4.1.9.4 The Contractor shall configure spare 1Gbps ports on the Juniper Firewall to create a management LAN for the newly installed systems (NIPS, FPC and Packet Broker).
- 4.1.9.5 The Contractor shall configure Cisco FireSight (Real-time User Awareness) functionality of the NIPS.
- 4.1.9.6 The Contractor shall Install and Configure the NetWitness FPC Hybrid as described in section 4.1.7.
- 4.1.9.7 The Contractor shall install and configure new Cisco Firepower NIPS as described in section 4.1.6.
- 4.1.9.8 The Contractor shall install and configure the Ixia Packet Broker.
- 4.1.9.9 The Contractor shall connect the Packet Broker to the Hybrid appliance and configure it to forward packets.
- 4.1.9.10 The Contractor shall configure filtering rules as directed by the customer.

## **4.2 Purchaser Furnished Elements (PFE)**

- 4.2.1 The Purchaser will provide the Data Pack which will include NR material relating to the FPC and NIPS design documents and a sample Site Specific Site Installation Specification (SIS) document.
- 4.2.2 The Contractor shall request of the Purchaser all Operational PKI certificates to be readied within NCIRC in advance of site installation, and installed ahead of activation.
- 4.2.3 The RSA NetWitness virtual Broker software will be provided as PFE.
- 4.2.4 The RSA NetWitness Event Stream Analysis software for the reference system will be provided as PFE.
- 4.2.5 Software and licenses for all RSA NetWitness components will be provided as PFE.



4.2.6 All hardware listed in the BOM tables in Annex A will be provided as PFE.

4.2.7 The Contractor shall confirm the Purchaser proposed delivery dates represented in the below table.

| # | PFEs   | DELIVERY DATE                    |
|---|--|----------------------------------|
| 1 | Data Pack - Data pack as per 3.4                                   | EDC + 2 weeks                    |
| 2 | PKI Certificates needed for NCIRC NS enclave                       | As requested                     |
| 3 | Access to all relevant NCIRC documentation referred to in this SOW | EDC + 2 weeks                    |
| 4 | REACH capability (maximum 5)                                       | One month following each request |
| 5 | DB-IP GeolP database   | As requested                     |
| 6 | Hardware and Software as detailed in Annex A                       | As requested                     |

### 4.3 Schedule Implementation

4.3.1 The Contractor shall carry out all installation and implementation activities necessary to enhance NCIRC FOC services at all specified sites.

4.3.2 The Contractor shall perform the following actions:

4.3.2.1 Define the current operating levels, operational ceiling and required ceiling extensions of all capabilities affected by the augmentation of Tier-3.

4.3.2.2 Updates to current designs where adaptations are necessary, defining these adaptations.

4.3.2.3 Production of test plans, test execution and defect resolution as per section 8.1.

4.3.2.4 Preparing implementation plan for all adaptations.

4.3.2.5 Prepare and execute the release and deployment of Software Release Units or Packages.

4.3.2.6 Unpacking and installing the supplies in Purchaser provided facilities.

4.3.2.7 Identification, status reporting, auditing, and control of Configuration Items and Baselines.

4.3.2.8 Define, create and deliver Operation, Maintenance and Support data and documentation.

4.3.2.9 Prepare and conduct the Handover/Takeover of products and support responsibilities from the Project Implementation team to the NCIRC Operations Teams.

#### **4.4 Delivery Gates**

4.4.1 The Contractor shall observe the Delivery Gates throughout the project.

4.4.1.1 The objective of the gates are to formally collate all deliverables and ensure they are completed and accepted by the Purchaser.

4.4.1.2 Each Gate will have entry criteria, and exit criteria.

4.4.1.3 Entry Criteria will be defined in accordance with the deliverables of the associated activities. Once all the entry criteria has been achieved, the contractor shall formally state their readiness for the gate to the Purchaser PM.

4.4.1.4 When planning their activities, the Contractor shall assume the Purchaser requires no less than five (5) working days to process the readiness statement and supporting material for each gate entry and exit criteria.

4.4.1.5 Although at the discretion of the Contractor, submission of entry criteria shall be made when the product is deemed complete and ready for assessment by the Contractor.

4.4.1.6 The Contractor shall be responsible for the production and submission of every deliverable document.

4.4.1.7 The exit criteria will be defined for each gate. Exit criteria will consist of a subset of the deliverables for the gate being accepted by the Purchaser as meeting the quality as defined and agreed during the project kick-off phase.

4.4.1.8 Until the Purchaser confirms acceptance of all the exit criteria deliverables, the gate will not be passed.

4.4.1.9 Once all entry criteria have been accepted by the Purchaser, the Purchaser shall request a Gate Acceptance Meeting to confirm acceptance.

4.4.1.10 The Contractor shall not progress to the next gate of a delivery lifecycle until the prior gate has been successfully passed.

4.4.1.11 Design Delivery gates are detailed as follows:

- Preliminary Design Review (PDR)
- Critical Design Review (CDR)

4.4.1.12 Implementation gates are detailed as follows, and shall apply to each site as a separate entity, unless explicitly agreed to by the Purchaser PM:

- Site Implementation Gate
- Activation Gate (Preliminary Site Acceptance)
- Acceptance Gate (Final System Acceptance)

#### 4.4.2 Design Delivery Gates

4.4.2.1 The Preliminary Design Review (PDR) shall include the following:

- Initial Requirements Traceability Matrix
- Initial CI breakdown (Allocated Baseline - ABL)
- Interpretation of ambiguous requirements and clear-off of any inconsistency
- Initial Tailoring of S2000M and S3000L Specifications
- Draft Training Needs Analysis (TNA)
- Draft System Design and Implementation Plan

4.4.2.2 The Critical Design Review (CDR) shall cover the following:

- Complete Requirements Traceability Matrix (RTM)
- Detailed CI breakdown (Final Allocated Baseline - ABL and initial Product Baseline - PBL)
- Training Templates and Formats
- Final Training Needs Analysis (TNA) including the Training POAP
- Agreed tailoring of S2000M and S3000L Specifications
- Credentials to access Contractors' portals/support resources

- Baseline System Design and Implementation Plan
- Accepted validated Site Survey Reports and acceptance of completion of all site survey based activities.
- Start of the formal ECP Processing (i.a.w. STANAG 4427 Ed. 3): any configuration change shall be subject to formal ECP process and approval by the purchaser

#### 4.4.3 Implementation gates

##### 4.4.3.1 Site Implementation Gates

4.4.3.1.1 The objective of the Implementation gates are to ensure that Site Implementation is conducted appropriately within the project lifecycle. Each site implementation gate will be held a minimum of twenty (20) working days prior to implementation.

4.4.3.1.2 Entry Criteria are defined as:

- The Contractor shall confirm to the Purchaser which equipment must be shipped as PFE to each site.
- Notification is confirmed from the site and Purchaser PM that the implementation schedule is acceptable.
- SIS is submitted for approval
- Site Implementation Plan
- Site Acceptance Testing Plan
- Site Activation Plan
- IPS and CM data and documentation
  - Provisioning Material Data (i.a.w. S2000M Specification), incremental in the Support Case
  - LSA/RMA data (i.a.w. S3000L Specification), incremental in the Support Case
  - Product baseline for SiAT start
- The deliverables for the Implementation gate are:
  - Equipment installation
  - Equipment configuration and integration
  - T3 SiAT Testing
  - SIS

- Event Test Plan
- T3 SiAT Report
- Draft Maintenance/Support and Operation Documentation (IETPs)
- Draft Training Material
- Service Update Activation Checklist

4.4.3.1.3 Exit Criteria are defined as:

- All documentation is accepted
- Site and Purchaser PM accept the Site Implementation Entry Criteria are completed
- Confirmation from Purchaser PM that shipping of equipment is underway.

#### 4.4.3.2 Site Activation Gate – Provisional System Acceptance (PSA)

4.4.3.2.1 The acceptance of PSA will only be granted once all activities within the Implementation and Site Acceptance Testing Gates (Section 4.4.3.1) have been achieved along with the following check list/documents container (PSA Protocol):

- Installation, Integration and testing of the specific Site completed and accepted
- Post SiAT PBL, Site Inventory, SWDL delivered and accepted and PCA completed
- Test Data records signed
- Site elements properly identified and labelled
- IETPs (i.a.w. S1000D) delivered and accepted
- Site Training Material delivered and accepted
- Site level training completed and accepted
- SW Licenses and data delivered and accepted
- Only minor deficiencies left for HW, SW, Documentation (fixes to be implemented during the period PSA-FSA)
- As-Built Documentation (ABD) and Interface Control Documentation (ICD) delivered and accepted
- CMDB delivered and accepted (Incrementally, per Site)
- LSA/RMA data (i.a.w. S3000L) and Provisioning Material Data (i.a.w. S2000M) delivered and accepted (for the site)
- Services restored and accepted as per original SLA

4.4.3.2.2 After the last PSA has been achieved, the FSA will be granted once all major deficiencies for the activities required in the relevant phase have been resolved as referenced at the Installation and Implementation Gate.

4.4.3.2.3 The time elapsed between the last PSA and the FSA shall not be more than thirty (30) working days.

#### 4.4.3.3 **Site Acceptance Gate – Final System Acceptance (FSA)**

4.4.3.3.1 The Contractor shall commence FSA upon the acceptance, by the Purchaser, of all deliverables (services, documents) within all sites PSAs (Section 4.4.3.2) along with the following check list/documents container (FSA Protocol):

- Minor deficiencies from PSAs and major deficiencies raised in the PSA- FSA period recorded and fixed.
- ECPs recorded and latest PBL delivered and accepted
- Purchaser Acceptance of all Service Update Acceptance Gates of the project
- Purchaser Acceptance of the FSA Meeting Report
- Approved Fielded Products List (AFPL) and Configuration Control Process (CCP)

4.4.3.3.2 The Contractor shall conduct a two-day FSA Project Service Performance Review (SPR), to be conducted on NODCERS and Tier-3, demonstrating via scenarios the updated services accepted at the respective site in accordance with the SPR. The Contractor shall deliver a SPR Report one week after the completion of the SPR for Purchaser review.

4.4.3.3.3 The Contractor shall provide to the Purchaser a Lessons Identified and Learned Report.

4.4.3.3.4 The Contractor shall conduct an FSA meeting, 1 day's duration, where Acceptance evidence of all activities, deliverables and services of the project will be provided for final review to the Purchaser for final Acceptance, therefore, to start system-level warranty.

#### 4.4.4 **Site Inventory**

4.4.4.1 The Contractor shall create and maintain one Inventory List per site as per requirements provided in the IPS section and, in particular, in paragraphs 5.5, 5.7.13 and 7.

4.4.4.2 The inventories shall be exportable from the Contractor PLM-based CMDB as an MS-Excel file for delivery to the Purchaser on hardcopy and electronic media.

4.4.4.3 The Contractor shall update the NCIRC FOC Software Distribution List by delivering the detailed and complete SWDL as defined and detailed in 5.10.

#### **4.5 Schedule Service Update**

4.5.1 On the completion of the above referenced work, the Contractor shall update all affected NCIRC FOC Business Services defined in the NCIRC FOC Service Catalogue.

#### **4.5.2 Site Survey and Site Survey Reports**

4.5.2.1 No site surveys are envisaged in the scope of this Statement of Work.

4.5.2.2 The Contractor shall receive all Site Survey Reports (SSR) as Purchaser Furnished Equipment (PFE).

4.5.2.3 The Contractor shall validate the content of each SSR as current and correct by whatever means they determine.

4.5.2.4 If the Contractor elects to perform a site survey, then they shall comply with sections 4.5.2.6, 4.5.2.7 and 4.5.2.8.

4.5.2.4.1 The objective of the site survey is to determine an agreed and acceptable baseline understanding of the site prior to installation of UOMM components.

4.5.2.5 The Contractor shall submit a validated and updated SRR four (4) weeks prior to any site deployment.

#### **4.5.2.6 Site Surveys**

4.5.2.6.1 The Contractor may visit Purchaser facilities by exception and at own cost, at which it is required to install elements of the Schedule; survey physical, logistical, and system configuration requirements to support UOMM site installation and activation; and interview site personnel involved in UOMM site installation, training, activation, and use.

4.5.2.6.2 The Contractor shall ensure that each SSR produced enables the Purchaser an accurate review of the design issued by the Contractor.

4.5.2.6.3 The Contractor shall ensure that the SSR identifies all necessary agent deployment methodologies and capabilities, routing, firewalls, Operating System (OS) and internal Operating System (IOS) entities that require changes to facilitate sensor deployment.

- 4.5.2.6.1 The Contractor shall ensure that the SSR identifies all the networks and subnets with accurate approximation (within 10%) of client devices, network equipment and services, against or on which sensors will be deployed. This shall be recorded by sensor type, network IP address, network subnet, and end device hostname and host type.
- 4.5.2.6.2 The Contractor shall be responsible for the site survey activity, including adequate passage and clearance onto and within each site.
- 4.5.2.6.3 The site survey shall verify the provided detailed design and identify if there are any design or implementation issues which have not been documented or described.
- 4.5.2.6.4 The Contractor shall conduct the site survey with Purchaser representatives as agreed with the Purchaser PM.
- 4.5.2.6.5 The Contractor shall provide the site Point Of Contact (PoC) with details of all equipment requested to be taken on site for the purposes of the site survey.
- 4.5.2.6.6 The Contractor shall only take cleared equipment on site for the site survey.
- 4.5.2.6.7 The Contractor shall give at least 10 working-day notice to coordinate in advance with the Purchaser access to any classified spaces which require an escort.
- 4.5.2.6.8 The Contractor shall produce the SSR to be used to address the following:
- Co-ordination of site installation periods.
  - Survey of the physical plant (server rooms, site layout, networking elements, etc.) and identification if additional power or civil works are required.
  - Coordination of the installation with the site, identifying all responsibilities, tasks, their sequence and required resources (e.g. space, personnel, and data).
  - Identification of the exact shipment addresses and NATO Points of Contact (POCs) for subsequent equipment delivery.
  - Identification and documentation of any minor elements not addressed in other project documentation.
  - Identification and documentation of training requirements and audience for the NCIRC staff.
  - Coordination of a proposed work schedule and migration strategy with the site,



including identification of unique technical and design issues to be considered during implementation.

4.5.2.6.9 The Contractor shall validate the type and quantity all equipment pertaining to the provision of UOMM components requested in this SOW.

#### 4.5.2.7 Site Survey Report Template

4.5.2.7.1 The Contractor shall adopt the Purchaser SSR template if required.

#### 4.5.2.8 Site Survey Report (SSR)

4.5.2.8.1 Should the Contractor perform a Site Survey, then the following paragraphs must be followed regarding the production of the SSR.

4.5.2.8.2 The Contractor shall identify all facilities support issues, including modifications or additions required, within one week after the site survey.

4.5.2.8.3 This notification shall be in the electronic form of a documented report to the Purchaser, accompanied by engineering drawings, checklists, or any other supporting information. This will be known as the Site Survey Report (SSR).

4.5.2.8.4 The SSR will be in a fully editable format, including all drawings and plans.

4.5.2.8.5 The Contractor shall provide a SSR detailing its findings from the site survey, identifying all required Purchaser and Contractor actions to prepare for, conduct, or support a site's installation, transition, and activation.

4.5.2.8.6 The Contractor shall provide the SSR not later than 10 working days following the completion of the site survey.

4.5.2.8.7 Sites support issues that represent Medium or High risk items shall be highlighted in the Project Review Meetings for the period in which they are identified.

4.5.2.8.8 At the time of the site survey, the Contractor shall coordinate with the Site and the Purchaser, any additional space, air-conditioning and power requirements. The Purchaser will be required to provide sufficient space, air conditioning and power for the Contractor-delivered equipment.



4.5.2.8.9 The Contractor shall identify any civil works dependencies required to complete the project, as a part of the site survey.

4.5.2.8.10 The SSR will be reviewed by the Purchaser within ten (10) working days of receipt. The standard documentation review process will be adopted as per Section 3.5.

## **SECTION 5 – INTEGRATED PRODUCT SUPPORT**

### **5.1 Introduction**

- 5.1.1 This Section details all Integrated Product Support (IPS) requirements of this project, covering the Through-Life Supportability aspects that the contractor shall implement for the Cyber Security System Refresh (CSSR) capability including the selected/activated options, if any.
- 5.1.2 In order to deliver the required services and materials (if any), the Contractor shall implement the requirements of this SOW and use the provided templates and instructions that the Purchaser will make available with the bid or at EDC at the latest.
- 5.1.3 Although the Contractor's work defined in Section 0 will rely on PFEs provided by NCI Agency for installation, integration and testing in the listed sites/locations, the Contractor shall be fully responsible for the design of Operation, Maintenance and Support tasks for all the implemented sites/locations, in accordance with the requirements set in this Section 5 and in Section 7, and shall develop and deliver the relevant artefacts and services as defined in the next paragraphs.
- 5.1.4 The Contractor shall include an IPS Plan (IPSP) as part of the PIP describing all aspects of support and how the Contractor proposes to meet the IPS requirements, following the requirements set in the Agency Instruction (AI) 16.31.03 – Requirements for the Preparation of IPSP.
- 5.1.5 The IPSP shall include details that demonstrate how the Contractor proposes to meet all IPS requirements throughout the entire period of performance of the contract including the warranty period as detailed in Section 5.14 below.
- 5.1.6 The Purchaser will verify that the activities, deliveries, analyses and documentation delivered by the Contractor(s) are integrated, coherent and consistent with the contractual requirements and do not degrade the current operational availability of the Systems and of the Services.
- 5.1.7 The Contractor shall be fully responsible for the delivery of the required services, processes, procedures and resources (skills, tools, spares and consumables if applicable) for the implementation of the requirements and full restoration of the systems and services affected by the activities required by this contract.

### **5.2 Maintenance and Support Concept**

- 5.2.1 The Maintenance and Support definitions applicable to the project are defined and detailed in Annex B.

- 5.2.2 The Contractor shall design/deliver the system/elements and the Support/Maintenance documentation, instructions, and resources (skills, spares, repairs<sup>3</sup>, tools/test equipment etc.) in order to allow the purchaser to fully Operate the Systems, to perform HL1/2 and SL1/2 Maintenance and Support the System up to Level 3 (centralized) from each Provisional Site Acceptance (PSA) for the relevant site(s).
- 5.2.3 The Contractor shall be fully responsible, in accordance with the above defined Maintenance and Support Concept, to deliver all the resources (spares, repairs, training, documentation, tools, test equipment etc.), analyses, studies required to sustain the delivered System and meet the performance and functional requirements defined in this SOW until the end of the warranty.
- 5.2.4 All activities on-sites beyond NATO capabilities/skills (as per maintenance concept and contractor delivered training and documentation) required to restore the System form a critical failure shall be carried on by the Contractor by dedicated on-site interventions in no more than 24 hours from purchaser request and including the required materials and tools (HW/SW).
- 5.2.5 All activities on-sites beyond Purchaser capabilities/skills (as per Maintenance Concept and Contractor delivered training and documentation) required to fix any non critical issue affecting the systems/elements, shall be carried on by the Contractor by dedicated on-site interventions to be planned with the Purchaser in the first available Preventative Maintenance downtime slot; the activity shall include the required materials and tools (hardware/software) at no additional cost for the purchaser.

### **5.3 Logistic Support Analysis (LSA) and Reliability, Maintainability and Availability (RMA)**

- 5.3.1 The Contractor shall develop and document a detailed Logistic Support Analysis in accordance with the ASD S3000L Specification and deliver it as part of a Support Case in accordance with the timelines provided below.
- 5.3.2 The Contractor shall propose to the Purchasers a tailoring of the S3000L Specification, to be agreed with the Purchaser, in order to define as a minimum the following elements in accordance with the Maintenance and Support levels defined in Annex B and the Maintenance and Support concept defined in paragraph 5.2:

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<sup>3</sup> An initial set of spares will be provided by NCI Agency as PFE and the repairs will be covered by the extended warranty services purchased under different agreement until its completion. The Contractor might be asked to support the agency in the repair and procurement process for other spares during the warranty period relevant to the work required in this SOW.

- Full Logistic Support Analysis (LSA) Breakdown Structure (LBS)/Product Breakdown Structure (PBS);
  - Level of Repair Analysis identifying the maintenance level of each individual element of the LBS/PBS, both for Preventative (PM) and Corrective Maintenance (CM) and including troubleshooting;
  - Full and detailed range of PM and CM tasks, including troubleshooting, and relevant durations, periodicities, resources (skills/trades, tools, materials), Safety data/procedures.
- 5.3.3 The tailoring of the S3000L specification, the minimum dataset and the formats of the data/deliverables shall be delivered at PDR.
- 5.3.4 The IPS activities shall, as a minimum, generate the data, structures and deliverables required by this SOW, subject to Configuration Management as defined in paragraph 7 and under the Quality constraints defined in paragraph 6.
- 5.3.5 The Contractor shall define, design and document (in the Support Case) the Maintenance tasks and resources associated to the new/modified/upgraded equipment in order to allow 95% of the failures to be recovered and operations to be executed at Organizational Level (HL1/2 and SL1/2) by Purchaser personnel.
- 5.3.6 The Contractor shall support the NCI Agency, from each site's PSA up to the end of the Warranty period, for the HL3/4 and SL3/4 activities, for the provision of HL1/2 repairs/spares and for the provision of remote and onsite technical assistance beyond the scope and capabilities of Organizational Level Maintenance.
- 5.3.7 The Organization Level maintenance shall be executed on site and include Preventative Maintenance, Corrective Maintenance and related troubleshooting activities to be reflected in the training, training material and Operation and Maintenance (O&M) manuals that the Contractor shall provide.
- 5.3.8 The Contractor shall provide, as part of the Support Case, the following data/elements for the hardware (including firmware) and software delivered and/or installed/integrated as part of this project, in conformance with the latest applicable Product Baseline (PBL, see paragraph 7):
- Detailed hierarchical Logistic Support Analysis (LSA) Breakdown Structure (LBS)/Product Breakdown Structure (PBS) down to the Maintenance Relevant/Significant Item (MRI/MSI), hybrid type as per S3000L Specification;
  - MRI/MSIs category (Line Replaceable Unit - LRU, Insurance Item - II, Attaching Part - AP, Technical and/or non-Technical consumable, Next Higher Assembly - NHA, not-

MRI/MSI) as per definitions given in Annex B;

- Full Configuration Management data (identification of Configuration Items - CIs, type of CI, relationships, dependencies) in accordance with STANAG 4427 Ed.3 (see paragraph 7);
- Maintenance Level (preventative, corrective, troubleshooting) associated to each individual item identified in the LBS/PBS;
- MTBF (Mean Time Between Failure) and MTBCF (Mean Time Between Critical Failures) for each HW element down to MRI/MSI level and relevant calculation method (predicted, allocated, field data, specification) and conditions (temperature, environment etc.);
- MTTR (Mean Time to Repair) for each HW element down to MRI/MSI (as per definition of MIL-HDBK-470A, Appendix D);
- Failure modes, failure mode ratio and criticality number and categorization for each HW element down to MRI/MSI level (simplified Failure Modes Effects and Criticality Analysis - FMECA, including HW & SW, using MIL-STD-1629A as guideline or IEC 60812: 2018);
- RBDs (Reliability Block Diagrams) from System level down to MSI/MRI level and relevant MTBCF (Mean Time Between Critical Failures) and MTTRS (Meant Time To Restore System) calculations as per MIL-HDBK-338B and IEC 61078:2016;
- Corrective Maintenance tasks and their durations, skills/trades, tools, materials and step by step procedures required to feed the IETPs;
- Preventative Maintenance tasks, their periodicities and their durations (Mean Time Between Preventative maintenance - MTBP and Mean Time To Preventive - MTTP as per guidelines given by MIL-HDBK-338B), skills/trades, tools, materials and step by step procedures required to feed the IETPs;
- Population at each MRI/MSI level and QEI (Quantity per End Item);
- SMR (Source, Maintenance, Recoverability) Coding down to MRI/MSI level in accordance with AR 700-82/SECNAVINST 4410.23/AFMAN 21-106;
- Safety instructions.

5.3.9 The Contractor shall provide Operational and Maintenance Instructions, training and manuals to enable the Purchaser to Support the System up to Level 3 (centralized) and maintain it up to HL1/2-SL1/2 as per Maintenance/Support concept defined in paragraph 5.2.

5.3.10 The Operational instructions shall specify the tasks, the processes and the resources required at each Support Level (as per support concept defined in paragraph 5.2) including the interaction/coordination with the Maintenance activities.

5.3.11 All LSA and RMA data shall be provided both as raw MS Excel tables and/or S3000L XML dumps and as summary reports (with supporting MS Excel data, calculation methods and applicable standards and handbooks), fully consistent with the LBS/PBS and the relevant PBL, as per agreed tailoring of the S3000L specification.

#### **5.4 Supply Support**

5.4.1 For all the activities delivering any customization, modification, change, deletion or addition or replacement to the Systems in the scope of this project, the appointed Contractor shall define the data (and document them in the Support Case) relevant to the spares parts (LRUs, Insurance Items), technical and non-technical consumables for each site in accordance with the requirements and specifications outlined below.

5.4.2 The defined spare parts and consumables shall be coherent and consistent with the O&M concept defined in Annex B and in paragraph 5.2 and with the procedures reported in the Maintenance, Support and Operation Manuals and Training Material.

5.4.3 The Spare Parts and consumables data shall be coherent with the initial list of candidates and selected items provided by the Purchaser at EDC.

5.4.4 At each PSA, the consumables and spare parts will be made available to the sites by the Purchaser.

5.4.5 After each PSA, re-supply of technical consumables and repair/replenishment of spares will be the responsibility and cost of the Purchaser; the Contractor shall provide support to the Purchaser in the prompt acquisition of additional spares and repairs, if needed, to maintain the different sites/locations operational.

5.4.6 The Contractor shall propose to the Purchasers, n.l.t. PDR, a tailoring of the S2000M Specification, in order to define the minimum dataset (TEI – Text Element Identifiers) in accordance with the Maintenance and Support levels defined in Annex B, the Maintenance and Support concept defined in paragraph 5.2 and requirements in 5.4.7.

5.4.7 The Contractor shall provide at CDR + four (4) working weeks to the Purchaser PM and IPS Officer the following data (as part of the Support Case), in accordance with S2000M Spec., for each list of Spare Parts and Consumables candidates and for each set of calculated spares and consumables, including (but not limited to):

- Part Number
- NCAGE (NATO Commercial and Government Entity code)
- NCAGE Data (name, address, Point of Contact – POC, etc.)

- Description/nomenclature
- MRI/MSI type
- MTBF (for Spare parts – LRUs and Insurance Items only)
- Consumption Rate (for consumables)
- Quantity per End Item
- Recommended quantity
- Unit Price
- Price Unit Of Measure (UOM)
- Minimum Order Quantity (MOQ)
- SMR Code
- Turn-Around-Time (TAT) or Lead Time (LT), coherent with the SMR Code

## **5.5 Technical Documentation and Data**

5.5.1 In addition to the documentation/data listed and detailed in other sections of this SOW, the Contractor shall deliver what follows (details for content in the following paragraphs):

- Interactive Electronic Technical Publications (IETPs)
- Logistic Data
- System Inventory
- As-Built Documentation and Interface Control Documents
- Contractors' support portals and Knowledge Base

### **5.5.2 Interactive Electronic Technical Publications (IETPs)**

5.5.2.1 The Contractor shall develop and deliver the Interactive Electronic Technical Publications (IETPs) in accordance with the S1000D Issue 5.0 specification as per the tailoring provided by the Purchaser with the following Agency Instructions:

- AI 16.31.07 – GD (Guidance Document) for ASD-AIA-ATA S1000D TechPubs
- AI 16.31.07 Annex A – S1000D Issue 5.0 Business Rules Decision Point (BRDP) Index
- AI 16.31.12 – WSG (Writing Style Guide) for ASD-AIA-ATA S1000D TechPubs
- AI 16.31.13 – ISG (Illustration Style Guide) for ASD-AIA-ATA S1000D TechPubs

5.5.2.2 The Contractor shall deliver the following IETPs (fully compliant with S1000D Spec. as per



Als above) for each System/Element and site/location:

- HL1/2 and SL1/2 Maintenance Manuals, including (but not limited to):
  - System description, controls and indicators
  - Corrective, Preventative and Troubleshooting procedures down to MRI/MSI level
  - Illustrated Parts Catalogue
- Support Levels 1, 2 and 3 Instructions, including:
  - Operating Instructions
  - HW and SW Monitoring
  - Network integration description and management
  - SW installation, policies management, fine tuning
  - SW troubleshooting, debugging, patching, re-installation
  - SW performance improvement procedures
  - System Administrator instructions
- COTS Manuals (in their original format, PDF) encapsulated in the IETPs Data Modules (DMs) as required in the AI 16.31.07 (GD).
  - Modules (DMs) as required in the AI 16.31.07 (GD).

5.5.2.3 The above listed IETPs shall be delivered to the Purchaser's PM and IPS Officer as a preliminary version (in the form of Publication Module(s)/Data Module(s) as required in the AI 16.31.07 GD) not later than PSA – eight (8) working weeks and be ready, used and commented when the training sessions will occur.

5.5.2.4 The Contractor shall execute a desktop verification of the IETPs content, structure and layout and usability on a S1000D fully compliant browser<sup>4</sup> and shall be QA approved by the contractor QA authority before such manuals are delivered to the Purchaser.

5.5.2.5 The Purchaser will validate the IETPs and will collect comments to the IETPs in different stages (including the training sessions) and will provide all the comments to the Contractor not later than PSA – 4 working weeks or after training completion.

5.5.2.6 The Contractor shall deliver the original version (starting from the preliminary version including the implementation of all the comments) not later than PSA – one (1) working week.

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<sup>4</sup> The S1000D browser is not part of the provision and any available S1000D browser can be used by the Contractor for the IETPs verification.

5.5.2.7 The IETPs shall be delivered as an installation package to be viewed/browsed with an S1000D fully compliant browser for Windows 10 environment.

### 5.5.3 **Logistic Data**

5.5.3.1 The Contractor shall generate/predict/collect and deliver the LSA/RMA Data required in paragraph 5.3 in accordance with the Purchaser's agreed Contractor tailoring of S3000L Specification and the Supply Support data required in paragraph 5.4 in accordance with the Purchaser's agreed Contractor tailoring of S2000M Specification, fully aligned with the applicable PBL as per requirements in section 7.1 and sub-sections of this SOW.

5.5.3.2 The Contractor shall deliver S3000L analyses and data and the S2000M analyses and data as part of an incremental Support Case, not later than CDR + four (4) weeks and reviews anytime there are updates/upgrades (through ECP process if and when applicable) and Purchaser comments affecting such data and documentation.

5.5.3.3 The Support Case shall be delivered as a formal document (including the original raw data and all annexes/appendixes) to the Purchaser's PM and IPS officer for assessment, commenting and eventually re-issuance if needed.

5.5.3.4 The Contractor shall agree with the Purchaser, not later than the CDR, the tailoring of the above mentioned specifications (S2000M and S3000L), the mandatory and additional fields and the format of the data to be delivered.

5.5.3.5 The Contractor is fully responsible of the data, their validity, correctness and overall quality and shall update the information any time major changes are required (e.g. implementation of an ECP – see section 7 – affecting the data, amendment of incorrect numbers, improvements due to field data, escalations etc.).

### 5.5.4 **Sites and System Inventory**

5.5.4.1 The Contractor shall provide the Purchaser with an initial site inventory (as part of the Support Case) at least at SiAT – 1W and with a final site inventory at PSA – 1W.

5.5.4.2 The system inventory shall be site specific and shall include all the items furnished under the project (e.g. PFEs) and all elements/items introduced by the Contractor (if any) as follows:

- All items (both Commercial Off The shelf - COTS and developmental Items - DIs, both hardware and software) down to MRI/MSI level, hierarchically structured and conforming the LBS/PBS and Product baseline (PBL);

- All interconnecting equipment/elements, either special-to-type or standard, required to install, integrate or operate the System delivered in the frame of the project;
- All special-to-type and standard tools and test equipment(both hardware and software), required to operate and maintain the delivered System and conforming with the procedures reported in the Maintenance and Support manuals and in the training
- All spare parts (any MRI/MSI category) handed over by the Purchaser
- All documentation (manuals, training material/handbooks, as built drawings, plans, procedures, data records and any Contract Data Requirement List - CDRL in general).
- All the Software (see Section 5.10).

5.5.4.3 The contractor shall provide the Inventories in accordance with the template(s) that will be provided by the Purchaser after Contract Award.

#### 5.5.5 **As-Built Documentation and Interface Control Documents**

5.5.5.1 The Contractor shall create (or modify, if available) and deliver to the Purchaser's PM and IPS Officer a full set of As-Built Documentation (ABDs) and Interface Control Documents (ICD), in electronic format, not later than PSA – 4 working weeks.

5.5.5.2 Should the ABDs require corrections, the Contractor shall take in charge all Purchaser comments and re-deliver the documentation within two (2) working weeks from the reception of Purchaser comments.

5.5.5.3 The title of each drawing plus all included text and annotations shall be in English.

5.5.5.4 The appropriate NATO classification shall be on the top and bottom of each drawing.

5.5.5.5 The number and scale of each drawing (where applicable) shall be clearly indicated, in addition to the issue number of each drawing. Definition(s) may be given on the drawing, where used, or a summary sheet, or sheets, at the front of the document.

5.5.5.6 All drawings (showing physical installations) shall be to a scale of not less than 1:50.

5.5.5.7 The as-built drawings shall provide full details of how all of the major assemblies of the supplied equipment have been physically installed and mechanically/electrically integrated. As- built drawings shall be self-sufficient and independent of any other documents.

5.5.5.8 The as-built drawings shall cover the following (whatever is applicable) for any item replaced, modified or integrated in the frame of the project in the existing System/site:

- All floor and wall plans to include the physical details of all installed equipment, apparatus and devices;
- Location plans with complete details of all cross-connection frames and patch panels.
- Physical and logical details of all cable racking and cable numbers and cable functions to include as appropriate all connections, connectors and sockets;
- Details covering all wiring termination points including wire numbers and color coding, if applicable;
- Ancillary equipment details to include, as appropriate, connection points and termination points, patch panels etc.;
- The functions of all inter-connecting cables, including cross-site cabling with their codes/labels;
- Update of existing As-Built Drawings to reflect alteration works carried out by the Contractor to existing racks, elements, panels, rooms etc.

5.5.5.9 The Contractor shall provide the ABDs in electronic form and with file formats compatible with MS Visio (2016).

5.5.5.10 A copy of the ABDs shall also be provided in PDF.

## **5.6 Training**

- 5.6.1 As part of each System/element implemented in the scope of this project, including any modification to existing hardware/software on each site by the appointed Contractor, the Contractor shall deliver a full training programme including Training Needs Analysis (TNA), planning, preparation/design, delivery/execution and assessment of the training activities.
- 5.6.2 The training programme shall cover all Maintenance, Operation and Support aspects relevant to the new system and modified systems/elements in accordance with the Maintenance and Support Concept defined in Section 5.1.7.
- 5.6.3 The Contractor shall deliver one (1) Operation Train-the-Trainer (TtT) training session for each newly delivered/installed/integrated/tested element/system/capability to allow the NCIRC Analyst personnel to fully operate the equipment (HW, FW) and SW.
- 5.6.4 The Contractor shall deliver one (1) Maintenance and Support Train-the-Trainer (TtT) training session per Tier-3 site on the newly delivered/ installed/ integrated/ tested element/ system/ capability to allow the Tier-3 sites personnel to perform maintenance at level 1 and 2 and support at level 1 and 2 of the delivered equipment (HW, FW) and SW as per Maintenance

and Support concept defined in 5.1.7 and in Annex B.

- 5.6.5 The Contractor shall deliver one (1) Administrator Train-the-Trainer (TtT) training session for each newly delivered/installed/integrated/tested element/system/capability to allow the Tier-2 personnel to fully install, re-install, set-up, customize, troubleshoot, patch, update, upgrade, test and release and administer the new delivered equipment (HW, FW) and SW, including automation, scripting and adaptations that may be required in the life of the systems/capabilities, in line with the Support level 3 and as per Maintenance and Support concept defined in 5.2 and in Annex B.
- 5.6.6 The Contractor shall deliver each training session up to a maximum of 10 trainees (per session) that will have at least a basic starting knowledge on systems similar to the ones in the scope of this project and at the same maintenance/support level(s).
- 5.6.7 The Contractor shall deliver the training considering a 50/50 percent blend of classroom and hands-on training or propose any alternative training method for discussion and concurrence with the Purchaser (at no additional cost).
- 5.6.8 In preparation of the training activities, the contractor shall deliver a draft Training Needs Analysis (TNA) not later than PDR and a final version not later than CDR in accordance with the Purchaser provided AI 16.31.11 – Requirements for the Preparation of TNA Reports.
- 5.6.9 The Contractor shall deliver a draft Training Plan (including the TP-POAP, ref. 5.6.11) with the PIP and a final Training Plan at CDR including the resolution of all the comments provided by the purchaser on the draft version.
- 5.6.10 The Training Plan shall describe in detail the training programme that the Contractor will implement including the proposed duration for each session, sequence of the sessions, daily planning and any other information deemed important for the correct planning and execution of the trainings.
- 5.6.11 The Contractor shall develop and deliver the Training Plan (TRNP) in accordance with the Purchaser provided Agency Instructions:
- AI 16.31.04 – Requirements for the preparation of TRNP
  - AI 16.31.04 Annex A – Training POAP (Plan On A Page)
  - AI 16.31.04 Annex B – Training Feedback Form
  - AI 16.31.04 Annex C – Training Evaluation Report Form

- 5.6.12 The Contractor's proposed duration of the trainings shall be accepted by the Purchaser and be adequate to the content, complexity and required knowledge to be transferred to the trainees in accordance with the requirements of this SOW, the Maintenance and support concept defined in 5.1.7 and Annex B and the result of the TNA required above.
- 5.6.13 The Contractor shall propose to the purchaser the formats and templates for the training data and material at CDR.
- 5.6.14 Upon review of the proposed format and templates for the training data and material, the purchaser will provide comments (if any) or acceptance within four (4) working weeks from the reception of Purchaser's proposed format and templates for the training data and material.
- 5.6.15 In case of comments of the purchaser, the Contractor shall provide an amended version of the format and templates for training not later than two (2) working weeks from the reception of Purchaser's comments.
- 5.6.16 The Contractor shall prepare/design the training data and material on the basis of the maintenance and support concept (Section 5.1.7), specialties (maintenance, support, and operation), levels and requirements defined in this SoW.
- 5.6.17 The training data and material shall be delivered to the PM and the IPS Officer in electronic format not later than eight (8) working weeks before the expected training for Purchaser review and acceptance before training start.
- 5.6.18 Upon review of the training data and material, the purchaser will provide comments (if any) or acceptance within four (4) working weeks.
- 5.6.19 In case of comments of the purchaser, the Contractor shall provide an amended version of the training data and material not later than two (2) working weeks from the reception of Purchaser's comments.
- 5.6.20 The Contractor shall be responsible for the timely provision on the training site/location of the following training data and material for each trainee:
- trainee guidebook;
  - Training material, properly structured and organized, including (but not limited to) video/audio material, drawings and procedures, slides/presentations, COTS documentation etc.;
  - Interactive Electronic Technical Publications (in accordance with S1000D Spec.);
  - Final training test questionnaire;

- Completion certificates (upon successful completion of the final test).

- 5.6.21 The Contractor shall be responsible for the instructor material and tools (instructor's guidebook, laptop, portable projector etc.).
- 5.6.22 The Contractor shall be fully responsible for the quality, content, completeness and correctness of the training material and shall implement the modifications, corrections and improvements required by the Purchaser to achieve acceptance and deliver the training accordingly.
- 5.6.23 The training and training material shall be delivered in simplified English language and the instructor shall be fluent in English or proficient and certified in English language (STANAG 6001 level 4333 at least).
- 5.6.24 Any training session/course shall be delivered by an instructor with a minimum of two (2) years' experience of the product/system/capability involved.
- 5.6.25 The Contractor shall deliver and complete (achieving full purchaser acceptance) all the training sessions before PSA is granted.
- 5.6.26 The level 1/2 (Maintenance and Support) and the support Level 3 training sessions shall not be run in parallel.
- 5.6.27 At training start, the Contractor shall make available the draft version of the Interactive Electronic Technical Publications (IETPs) to be used as integral part of the training material and data during each session.

## **5.7 Packaging, Handling, Storage and Transportation (PHST)**

- 5.7.1 The Contractor shall be fully responsible for the Packaging, Handling, Storage and Transportation of the equipment, if any, to the destination sites or up to Tempest Testing Facility, if applicable, except for PFEs for which the purchaser will be responsible.
- 5.7.2 The Contractor shall define the best method for the Packaging, fulfilling as a minimum the requirements of STANAG 4280 "NATO Levels of Packaging", NATO packaging level 4.
- 5.7.3 The Contractor shall ship all required supplies to the specified site or alternatively to the Tempest Testing facility as per the Schedule.
- 5.7.4 The contractor shall be fully responsible for the decision and the selection of the proper

packaging, marking and transportation means (air, sea, land), making proper considerations about and including (but not limited to) vibrations, shocks, management of Electrostatic Discharge (ESD) sensitive devices, altitude/pressure, temperature and humidity limits not to be exceeded during the PHST activities.

- 5.7.5 The Contractor shall unpack and install the supplies in Purchaser provided facilities.
- 5.7.6 Any malfunction/failure of UOMM equipment at destination (e.g., site/location or Tempest testing facility) assessed at incoming inspection, inventory or testing level shall be full responsibility of the Contractor.
- 5.7.7 In such circumstances, the Contractor shall immediately notify the provider of the defect and the estimated time to correct the defect.
- 5.7.8 Within 10 working days, the Contractor shall follow up the initial notification with a confirmed time to correct the defect.
- 5.7.9 PHST costs including insurances, security, Customs duties (if any), manufacturing/adaptations and/or purchase of commercial or special boxes/packages/containers for PHST activities (e.g. including interfaces for pulling, lifting, handling etc.) and the rent/purchase/lease/use of any tool and facility (crane, forklift, box, container, storage area etc.) including Safety arrangements, aids and instructions for Contractor personnel, shall be under the sole responsibility and cost of the contractor.
- 5.7.10 The contractor shall coordinate with NCIA and with the local authorities the access to the sites and the proper Safety and Security procedures to be put in place for the PHST activities, for installation, integration and testing (if applicable).

## **5.8 302 Forms**

- 5.8.1 Although the Contractor is not expected to purchase and deliver any material to the destinations sites, should this become necessary the Contractor shall be responsible for the timely request of Customs Forms 302 which are required for duty free import/export of supplies between certain countries. Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form.
- 5.8.2 These forms shall be originals and can therefore not be faxed but have to be mailed or sent by mail/express courier.
- 5.8.3 In case that an express courier has to be used to ensure that the form is available in time before shipment, the Contractor shall create an account with a Contractor's designated freight



forwarder (e.g. DHL, FEDEX) that the Purchaser can use for this purpose. The purchaser will provide a template detailing the required information for completion of the forms and the IPS PoC to address the requests.

- 5.8.4 If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall pay these customs duties and the Purchaser shall reimburse the Contractor at actual cost against presentation of pertaining documents. Should such an event occur, the Contractor shall immediately inform the Purchaser by the fastest means available and before paying, obtain from the Customs officer a written statement establishing that his Country refuses to accept the Form 302.
- 5.8.5 Forwarding agents shall be informed of the availability of Form 302 and how this form is utilised to avoid the payment of customs duties. This Form 302 shall be added to the shipping documents to be provided to the carrier.

## **5.9 Physical Labelling**

- 5.9.1 Upon successful completion of SiAT(s) the contractor shall make available to the Purchaser an update of the Product Breakdown Structure (PBS)/LSA Breakdown Structure (LBS) (including post SiAT Inventory) i.a.w. the requirements in SOW 5.3 and 7.
- 5.9.2 The Contractor shall develop the PBS/LBS from Site/System level and then sub-systems, units, assemblies and down to MRIs/MSIs level in accordance with the PBL structure and CM identification processes defined in Section 7 (full integration of HW and SW elements, including COTS).
- 5.9.3 Based on the Contractor provided data, the Purchaser will generate and provide labels with the NATO coding schema compliant with STANAG 4329 and AAP-44, which the Contractor shall attach to the equipment before it is ready to be PSA-ed.

## **5.10 Software Delivery**

- 5.10.1 The Contractor shall provide a detailed Software Distribution List (SWDL), which details comprehensively all CSCIs and associated software, firmware or feature/performance licenses provided/ installed/ integrated/ tested under this Contract (including PFEs).
- 5.10.2 The SWDL shall include, the following data/elements:
- Computer SW Configuration Item (CSCI) identification number
  - Nomenclature
  - Version number

- License key (if applicable)
- License renewal date (if applicable)
- Warranty expiration date
- Date of distribution
- Distribution location (geographically)
- Distribution target (server)
- Hosting Platform (e.g. O/S, version etc.) of the SW/HW under license
- License Expiry date (next)
- Renewal periodicity (e.g. 3m, 6m, 1y etc.)
- License media (e.g. HW Key, Dongle, SW key, simple key etc.)
- EOL/EOS (End of Life/End of Support)
- Alternative version (if any)
- Minimum Order Quantity (MOQ) for renewal (if different from Qty=1)
- Price per licence (and eventually discounts by quantity)

5.10.3 The Contractor shall make sure that all licenses are registered with the NCIA NCIRC Service Desk as end-user (if not yet done by the Purchaser).

5.10.4 The SWDL shall be delivered, as part of each site's inventory list, at Site Acceptance Test (SiAT) start – 1W and final version at PSA – 1W.

### **5.11 Packing Lists**

5.11.1 Although the Contractor is not expected to purchase and deliver any material to the destinations sites, should this become necessary the Contractor shall establish the packing lists in such a way as to permit easy identification of the items to be delivered to destinations.

5.11.2 These packing lists shall accompany any shipment for which the Contractor is responsible (if any).

5.11.3 Each individual container/box from a consignment shall have one packing list in weather-proof envelope affixed to the outside of each container/box which indicates exactly what is contained inside. One copy shall also be put inside each container/box.

5.11.4 All deliveries shall be notified by the Contractor through the issuance of a Notice of Shipment to the Purchaser's PM and IPS PoC, at least 10 working days in advance of each delivery.

5.11.5 The Contractor shall await for the Confirmation from the Purchaser of the availability of the destination site before shipment of the equipment takes place.

5.11.6 The Notice of Shipment shall be accompanied by a packing list.

5.11.7 The Packing list shall include the following data:

- the Purchaser's Contract Number
- the NCI Agency project number
- names and addresses of the Contractor and the Purchaser
- names and addresses of the Carrier, Consignor and Consignee (if different from Contractor or Purchaser)
- final destination address and POC
- method of shipment
- for each item shipped:
  - Schedule number as per the SSS (Scope of Supply and Services)
  - nomenclature
  - part number
  - NCAGE (coherent with the part number)
  - serial number (if applicable)
  - quantity
- for each box, pallet and container:
  - box/pallet/container/crate/transit case etc. identification number
  - Number of boxes/pallets/containers/crates/transit cases etc.
  - Weight (metric)
  - dimensions (metric)

5.6.1.1 Each individual box/pallet/container etc. shall have one packing list in weather-proof envelope affixed to the outside of each box/pallet/container etc. which indicates exactly what is contained inside.

5.6.1.2 One copy of the same packing list shall also be put inside each box/pallet/container or package.

## **5.12 Notice of Shipment**

5.12.1 Although the Contractor is not expected to purchase and deliver any material to the destinations sites, should this become necessary, ten (10) working days before each shipment of supplies, the Contractor shall provide the Purchaser with a Notice of Shipment comprising the following details:

- Shipment Date
- Purchaser Contract Number
- Schedule number
- Consignor's and Consignee's name and address
- Number of Packages/Containers
- Gross weight
- Final/Partial Shipment
- Mode of Shipment (e.g. road...)
- Number of 302 Forms used

5.12.2 The Contractor shall ship all required equipment and installation or testing tools to the locations designated by the Purchaser.

5.12.3 The Contractor shall be responsible for resolving any loss incurred in shipping under its responsibility.

### **5.13 Shipments**

5.13.1 Although the Contractor is not expected to purchase and deliver any material to the destinations sites, should this become necessary the Contractor shall make all shipments DDP (Delivery Duty Paid) in accordance with INCOTERMS 2020.

### **5.14 Warranty**

5.14.1 The activities described in this section shall start immediately after the Provisional Site Acceptance (PSA) of each site is granted. PSA is granted after all the installations/integration and testing activities are completed and accepted, including (but not limited to) spares provision (if any and excluding PFEs), trainings completion and requested documentation delivered and accepted.

5.14.2 FSA will be granted once all sites have been PSA-ed, all major and minor deficiencies dragged from PSAs have been solved and Operational Testing and Evaluation is completed.

The time between the last PSA and the FSA shall not be more than four (4) working weeks to provide the Contractor with enough time to rework hardware, software and/or documentation as required.

- 5.14.3 At each PSA, the purchaser will take title of the equipment and will perform the Operation, Maintenance and Support Activities defined in the Maintenance Concept (paragraph 5.2).
- 5.14.4 The warranty period shall start at each site's PSA and shall complete for all sites/entire system after 12 months from FSA, except for extensions due to the Contractor(s)' induced delays.
- 5.14.5 All materials required to keep the Sites operational will be under the responsibility of the Purchases until the end of Warranty, excluding the material directly provided by the Contractor for the execution of the work defined in this SOW that shall be under Contractor's responsibility.
- 5.14.6 The warranty shall cover the installation and integration activities, workmanship, adaptations, changes, analyses, documentation, software, firmware, licenses and the equipment specifically provided by the Contractor for the purposes of the current Project and shall exclude all other equipment provided as PFE.
- 5.14.7 In the warranty period, the purchaser will inform the Contractor of any defect on the services (labour, activities) delivered by the Contractor in the scope of this SOW through the issuance of Warranty Claims that the Contractor shall take in charge and solve i.a.w. the given timelines.
- 5.14.8 The contractor shall issue the entire set of warranty claims raised in each quarter from start of warranty in the form of Warranty claims report; the report will be analyzed by the Purchaser to assess the performance of the contractor in the warranty phase and will be discussed by both parties during the Project Review Meetings for acceptance or rejection of the relevant warranty milestone.
- 5.14.9 The Contractor shall warrant that all installation/ Integration/ testing works performed under this Contract and the relevant documentation/data conform to the requirements and are free of any defect during the warranty period.
- 5.14.10 Before PSA and prior to warranty start, the activities, equipment, artefacts (including COTS HW/SW) and documentation shall remain under full responsibility of the contractor and

shall be delivered to NCIA, free of major<sup>5</sup> deficiencies.

- 5.14.11 The Contractor shall manage and correct all major deficiencies as formal class I changes in accordance with the requirements defined in Section 7, starting from the Purchaser's approval of the first Contractor's issued PBL.
- 5.14.12 The Contractor shall manage and correct all minor deficiencies as formal class II changes in accordance with the requirements defined in Section 7, starting from the Purchaser's approval of the first Contractor's issued PBL.
- 5.14.13 The Contractor shall warrant that all equipment and software Installed/ Integrated/ Tested under the Contract are genuine and free of any malicious components, firmware and software to ensure overall security of the System and its supply chain.
- 5.14.14 The Contractor shall warrant that documentation and training provided in the scope of the project reflects the system delivered and the Maintenance and Support Concept.
- 5.14.15 If the documentation does not reflect the product, the Contractor shall provide the updated documentation within ten (10) working days upon Purchaser's request.
- 5.14.16 In case of failures of PFE items due to the execution of this project or failures of Contractor delivered items, the Contractor shall repair/replace the faulty items, at its own expenses and under its responsibility, with the highest priority allocated and shall be responsible to return the item to the destination site.
- 5.14.17 If the updated/upgraded systems/services are unserviceable for a period of time, during the implementation of this Project, due to Contractor induced failures/delays, the warranty period shall be extended accordingly for all the sites and for the amount of time the system has been unserviceable without any cost to be incurred by the Purchaser.
- 5.14.18 If the Contractor becomes aware at any time before PSA and during warranty that a defect exists in any supplies or services or documentation, the Contractor shall promptly correct the defect.
- 5.14.19 The Contractor shall provide Software patches and SW/HW/FW upgrades, if applicable, whenever a specific issue is reported by the Purchaser until the expiration of the warranty, at no additional cost for the Purchaser.

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<sup>5</sup> [Definition] Major deficiencies are any malfunction, error, anomaly, deviation etc. preventing the System(s), workmanship and documentation to meet the original contract performance, safety, security and interoperability requirements, including RAMT KPIs and Services Levels. Minor deficiencies are all deviations not classified as major.

- 5.14.20 The Contractor shall install new SW (e.g. through upgrades or patches) only after testing in the Reference System (RS) and only after accreditation in the NCI Agency Approved Field Product List (AFPL).
- 5.14.21 The contractor shall support the Agency with activities, data and documentation required to obtain AFPL approval for all SW and FW delivered in the frame of the project and requiring uplifting (upgrades, patches) w.r.t. the initially approved baseline.
- 5.14.22 All the SW and FW changes (in addition to the HW ones) shall follow the mandatory CM standards, processes and procedures required in Section 7.
- 5.14.23 The Contractor shall provide Technical Assistance to the Purchaser or his representatives until the end of the warranty.
- 5.14.24 Technical assistance information details shall be provided at CDR.
- 5.14.25 Technical Assistance shall be provided from assistance centers located strictly within NATO countries boundaries and by staff who are nationalized citizens of NATO member nations.
- 5.14.26 The Technical Assistance shall provide support in English for requests that correspond to information demands limited to the perimeter of delivered products, evolution proposals, problem reports, or any information needed by the Purchaser or its representatives, which are not included in the supplied technical documentation.
- 5.14.27 Under the warranty arrangements (from the PSA of each site), the Contractor shall provide 24/7 reactive maintenance/support to the Purchaser based on a combination of:
- Full access (credentials) to the KEDB/patches/FW-SW updates/FW-SW upgrades portal of the Contractor relevant to the procured HW/SW/SW products by NCIA
  - Full access to live helpdesk (chat, video, phone call) for instructions, documentation, troubleshooting, help on support and maintenance, configuration issues, patching and fixing of any HW/SW problem/failure under purchaser responsibilities (see maintenance/support concept)
  - Intervention on-site in 24hrs from the request for any critical issue beyond the Purchaser responsibilities and/or capabilities, providing also On-the-Job- Training (OJT)/instructions/documentation to purchaser personnel during the solution of the problem.
- 5.14.28 Under the warranty arrangements (from the PSA of each site), the Contractor shall provide

continuous advice and pro-active Support/Maintenance to the Purchaser based on a combination of:

- Full access (credentials) to the Knowledge Base (or similar DB) portal of the OEM's/Vendors relevant to the HW/SW products procured by the Purchaser through the Contractor relevant to the procured HW/SW/SW products by NCIA.
- Periodic (e.g. weekly) bulletins/information/notices/recommendations for the improvement of the settings/security of the procured HW/SW/FW by NCIA
- Active monitoring and both periodic and urgent notification of security alerts with temporary workarounds (including fixes and instructions) and follow-on release of security patches or new SW/FW releases
- Support for HW/SW/FW inventories management (CMDB and LBS/PBS management)
- Support, through a Single Point of Contact (SPOC) for HW/SW/FW settings/improvements to increase Security and Performance of the delivered equipment.

5.14.29 All activities and issues arising before and during the warranty period shall be reported in the PRM minutes and Action Items List (AIL) for tracking and closure purposes.



## **SECTION 6 – QUALITY ASSURANCE/CONTROL**

### **6.1 Definitions**

- 6.1.1 AQAP (references 2.1.2), ISO 9000:2015 (reference 2.4.1), Prince2 and ITIL definitions apply unless otherwise specified in this document.
- 6.1.2 Quality Assurance (QA) is a process and set of procedures intended to ensure that a product or service, during its definition, design, development, test and deployment phases will meet specified requirements.
- 6.1.3 Quality Control (QC) is a process and set of procedures intended to ensure that a manufactured product or performed service adheres to a defined set of quality criteria and meets the requirements of the customer.
- 6.1.4 Under the Contract, the terms “QA process” will also include Quality Control process.
- 6.1.5 A “Project document” is a document developed and maintained to help in the management of the project. Typically the plans (amongst which, the Quality Assurance Plan (QAP)) are project documents.
- 6.1.6 The term "NATO Quality Assurance Representative" (NQAR) shall apply to any of the Purchaser appointed Quality Assurance Representative.
- 6.1.7 The term "Contractor Quality Assurance Representative" (CQAR) shall apply to any of the Contractor appointed Quality Assurance Representative.

### **6.2 Introduction**

- 6.2.1 The Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) programme throughout the Contract’s lifetime.
- 6.2.2 The QA programme shall apply both the contractual requirements and the NATO requirements for quality identified by AQAP 2110, AQAP 2210 and AQAP 2310 and AQAP 2105 (references 2.1 to 2.6), to provide confidence on the Contractor’s capability to deliver products that conforms to the Contractual requirements. If any inconsistency exist between the SOW requirements and the references, the SoW requirements shall prevail.
- 6.2.3 The Contractor’s QA effort shall apply to all services and products (both management and specialist) to be provided under the Contract. This includes all hardware, software, firmware and documentation being developed, designed, acquired, integrated, maintained, or used

under the Contract (including deliverable and non-deliverable items like test and support hardware and software), without limitation.

- 6.2.4 The Contractor's QA efforts shall ensure that procedures are developed, implemented and maintained to adequately control the design, development, production, purchasing, installation, inspection, testing, configuration management and customer support of all services and all products, in accordance with the requirements of this Contract.

### **6.3 Roles and Responsibilities**

- 6.3.1 During the entire contract implementation, the NQAR assures the Contractor's and Sub-Contractor's compliance with all Quality related contractual requirements. The Purchaser, through its NQAR, is the authority concerning all Quality related matters
- 6.3.2 The Contractor shall be responsible for assurance and control of quality for all deliverables and associated Contractual products, processes and services through the life-cycle of the Contract.
- 6.3.3 The CQAR shall be accountable for the provision of the QA Plan and the compliance to the defined QA process.
- 6.3.4 The CQAR shall define the major quality checkpoints that shall be implemented while executing the project and the quality process to be used at each checkpoint.
- 6.3.5 The CQAR shall establish and maintain the project quality register that lists all planned and performed quality checks on Contractor deliverables.
- 6.3.6 The CQAR shall be responsible for assessing that the Contractual requirements have been complied with, prior to proposing the Contractual services and products.
- 6.3.7 The CQAR shall report to a distinct manager within the Contractor's organisation at a level equivalent to or higher than the Project Manager.
- 6.3.8 The CQAR shall be the point of contact for interface with and resolution of quality matters raised by the NCI Agency or their delegated NQAR.
- 6.3.9 The Contractor shall support any NCI Agency or their delegated NQAR activity focused on monitoring Contractor activities at Contractor's facilities or other sites related to the development, testing and implementation. In particular, the CQAR shall:

- Make themselves available to answer questions and provide information related to the project;
- Allow the NQAR to inspect and monitor testing activities, as well as management, technical and quality processes applicable to the project;
- Transfer to the NQAR all information deemed necessary to perform the QA activities, on their own initiative or on request by the NQAR.

6.3.10 The Contractor shall ensure that CQAR has the required qualifications, knowledge, skills, ability, practical experience and training for performing their tasks.

6.3.11 The CQAR shall have sufficient responsibility, resources, authority and independence to review and evaluate activities, identify problems and initiate or recommend appropriate corrective actions.

6.3.12 The CQAR shall participate in the early planning and development stages to ensure that all quality related requirements are specified in plans, standards, specifications and documentation.

6.3.13 After establishment of attributes, controls and procedures, the CQAR shall ensure that all elements of the QA Process are properly executed, including inspections, tests, analysis, reviews and audits.

6.3.14 The Contractor, through its CQAR, shall be responsible for product quality control and for submitting to Purchaser acceptance products, supplies and services which conform to contractual requirements only.

6.3.15 The Contractor shall maintain and, when required, deliver objective evidence of this conformance.

6.3.16 The Contractor shall give written notice to the NQAR at least 4 (four) weeks in advance that the services and/or products are being presented for review, testing, verification, validation and acceptance.

6.3.17 Testing shall only be permitted by using test procedures and plans approved by the Purchaser.

#### **6.4 Quality Management System (QMS)**

6.4.1 The Contractor shall establish, document and maintain a Quality Management System in accordance with the requirements of ISO 9001:2015

- 6.4.2 The Contractor's and Sub-Contractor's QMS relevant to performance under the Contract shall be subject to continuous review and surveillance by the cognizant NQAR.
- 6.4.3 The Contractor shall include in orders placed with his Sub-Contractor(s) and Supplier(s), the QMS requirements necessary to ensure the supplies and services covered by the Sub-contract(s) and/or Purchase Orders conform to the requirements of the prime contract.
- 6.4.4 The Contractor shall specify in each order placed with his sub-Contractor(s) and Supplier(s), the Purchaser's and his NQAR rights of access to all premises where contractual work is performed, in order to carry out audits, inspections, tests and other functions as may be required by the NQAR.
- 6.4.5 If sub-contracted quality resources are used, the Contractor's Quality Management process shall describe the controls and processes in place for monitoring the sub-Contractor's work against agreed timelines and levels of quality.

## **6.5 Quality Assurance process**

- 6.5.1 The Contractor's QA process shall ensure that procedures are developed, implemented and maintained to adequately control the development, design, production, testing and configuration of all deliverables.
- 6.5.2 The requirements for these processes shall be derived from the Contract, the QMS, the applicable AQAPs and referenced best practices, in that sequence of priority.
- 6.5.3 The Contractor shall prepare, perform and document System Requirements Review (SRR), Preliminary Design Review (PDR) and Critical Design Review (CDR) according to the contractual requirements and IEEE 15288.2:2014 (reference xyz).
- 6.5.4 The Contractor shall prepare the testing process according to the contractual requirements and ISO/IEC/IEEE 29119 (references xyz to xyz).
- 6.5.5 The Contractor shall prepare the test documentation in accordance to the contractual requirements and ISO/IEC/IEEE-29119-3 (reference xyz).
- 6.5.6 The Contractor shall perform verification and validation of the Contractual deliverables before proposing them for the Purchaser review and approval.
- 6.5.7 The Contractor's QA process shall be described in the QA Plan as outlined below. The

process is subject to approval by the Purchaser.

- 6.5.8 The Contractor shall demonstrate, with the Quality Assurance process, that the processes set up for design, develop, test, produce and maintain the product will assure the product will meet all the requirements.
- 6.5.9 The Contractor shall assure that all the test and procedure used to demonstrate the requirements will be monitored and controlled under the QA process.
- 6.5.10 On request, the Contractor shall provide the Purchaser with a copy of any subcontracts or orders for products related to the contract.
- 6.5.11 The Contractor shall notify Purchaser if a subcontract or order has been identified as constituting or involving risk. It shall be documented in accordance to chapter 6.7.
- 6.5.12 The Contractor shall periodically review the QA process and audit it for adequacy, compliance and effectiveness, and report any changes to the Purchaser NQAR.
- 6.5.13 The Contractor shall ensure that all contractual requirements, including NATO supplements, are included in internal audits.

## **6.6 The Quality Assurance Plan (QAP)**

- 6.6.1 The Contractor shall provide a Quality Assurance Plan (QAP) for review to the Purchaser in accordance with the requirements identified by AQAP-2015 and the SoW requirements.
- 6.6.2 The Contractor's QAP shall be compatible and consistent with all other plans, specifications, documents and schedules, which are utilised under the Contract.
- 6.6.3 All Contractor procedures referenced in the QA Plan shall either be submitted with the plan, or described in the plan and made available for review by the Purchaser upon demand.
- 6.6.4 The QA Plan and all related QA procedures, and all their versions/revisions, shall be subject to NQAR approval based on an agreed checklist.
- 6.6.5 The acceptance of the QAP by the Purchaser only means that the Purchaser agrees to the Contractor's approach in meeting the requirements. This acceptance in no way relieves the Contractor from its responsibilities to meet the requirements stated in this Contract.
- 6.6.6 The Contractor shall review his QA programme periodically and audit it for adequacy,

compliance and effectiveness.

- 6.6.7 The Contractor shall ensure that all contractual requirements, including NATO supplements, are included in internal audits.
- 6.6.8 The Contractor shall inform the NQAR of deficiencies identified during internal audit unless otherwise agreed between the NQAR and/or the Purchaser and the Contractor.
- 6.6.9 The Contractor shall include a risk management section within the QAP including the risks connected to the sub-contractors of the Contractor.
- 6.6.10 The Contractor shall make his quality records, and those of his subcontractors, available for evaluation by the NQAR throughout the duration of the Contract.
- 6.6.11 The Contractor shall update the document, as required, from the delivery date of the initial QAP through Final Operating Capability (FOC), under Configuration control. The Contractor shall provide a copy of each new version of the QAP to the Purchaser for review and approval.

## **6.7 Quality for Project Documents**

- 6.7.1 A formal change management process shall be applied to all project documents, including documents naming conventions as defined by the Purchaser and coordinated with the Contractor.
- 6.7.2 Project documents shall be configuration controlled. Each version of a project document is subject to Purchaser approval (unless otherwise specified).
- 6.7.3 The Contractor shall ensure that any change related to the project documents are controlled, with the identity, approval status, version and date of issue are clearly identified.
- 6.7.4 Project documents file names shall not contain any variable part, like version number, reviewer initials or maturity status. Version numbers and maturity status shall be marked in the document content and/or attributes.

## **6.8 Risks**

- 6.8.1 The Contractor and Sub-contractor shall provide objective evidence, that risks are considered during planning, including but not limited to Risk Identification, Risk analysis, Risk Control and Risk Mitigation.

6.8.2 The Contractor shall start planning with risk identification during contract review and updated thereafter in a timely manner. The Purchaser reserve the right to reject QPs, Risk Plans and their revisions.

## **6.9 Deficiencies**

6.9.1 The Contractor shall establish and implement a quality/product assurance issue tracking system (ITS) to ensure prompt tracking, documentation and correction of problems and deficiencies, during the lifecycle of the contract.

6.9.2 The ITS shall implement a life-cycle (status, as well as responsibilities, relationship to affected contract requirements, if applicable, and due dates for each recorded deficiency.

6.9.3 If the Contractor becomes aware at any time before acceptance by the Purchaser that a deficiency exists in any supplies, the Contractor shall log it in the ITS, coordinate with the Purchaser and promptly correct it.

6.9.4 The Contractor shall demonstrate that all deficiencies are solved / closed before product acceptance.

6.9.5 When the Contractor establishes that a subcontractor or a Purchaser Furnished Equipment (PFE) product is unsuitable for its intended use, he shall immediately report to and coordinate with the Purchaser the remedial actions to be taken.

6.9.6 The Contractor shall ensure that only acceptable products, intended for delivery, are released. The Purchaser reserve the right to reject non-conforming products.

## **6.10 Support Tools**

6.10.1 The Contractor shall make all support tools available for demonstration to the NQAR, upon request.

6.10.2 The Contractor shall also make available to the Purchaser for review upon request, associated records and documentation, including but not limited to, control, authorization for use, calibration, validation, qualification, as applicable, per respective contract requirement.

## **6.11 Certificates of Conformity**

6.11.1 A Certificate of Conformity (CoC) is a document, signed by the Supplier / Vendor of a product, stating that the product conforms to contractual requirements and regulations. A Certificate of Conformity template is available in AQAP-2070 (Section 2.1.2).

- 6.11.2 The CoC, provides an evidence that the items produced or shipped comply with test procedures and quality specifications prescribed by the customer.
- 6.11.3 The Contractor is accountable for the conformance to requirements, of products provided to the Purchaser.
- 6.11.4 The Contractor shall deliver all the CoC's for Commercial-off-the-Shelf (COTS) products (software (including firmware) and hardware) released by the COTS Vendors.
- 6.11.5 The CoC's delivered by the Contractor shall be part of the acceptance data package of the product.
- 6.11.6 The Contractor shall provide a CoC at release of product to the Purchaser unless otherwise instructed.



## **SECTION 7 – CONFIGURATION MANAGEMENT**

### **7.1 Configuration Management**

- 7.1.1 Although the Contractor is asked to install/ integrate/ test PFEs (COTS HW, SW and FW), the Contractor shall be responsible for establishing and maintaining an effective Configuration Management (CM) organisation to implement the CM programme and manage the CM functions (Configuration Identification and Documentation, Configuration Control, Configuration Status Accounting, Configuration Audits).
- 7.1.2 The contractor shall establish and maintain the CM policies, processes and practices in conformance with STANAG 4427 Ed. 3 and underpinning ACMPs (ACMP-2000, ACMP-2009, ACMP-2100) and ISO 10007:2017.
- 7.1.3 The Contractor shall include a Configuration Management Plan (CMP) as part of the PIP describing all aspects of Configuration Management following the requirements set in the ACMP-2009-SRD-40.1 ref. # 4.3.C.
- 7.1.4 The Contractor shall implement the CM activities for any hardware, software and firmware delivered, integrated, tested and/or customized and document provided, used or defined in the frame of the project and shall fully integrate the COTS elements-data in order to implement a unique CM framework.
- 7.1.5 The Contractor shall define the CI trees (Baselines), hierarchically structured, clearly defining and identifying each node/leaf as Configuration Item (CI), Hardware Configuration Item (HWCI), Computer Software Configuration item (CSCI), Hardware Parts (HWP) or (Computer Software Component (CSC) in accordance with the guidelines provided in the above defined ACMPs and ISO.
- 7.1.6 The Contractor shall define and deliver, as a minimum the following Baselines:
- Allocated Baseline (ABL): it starts to be developed at the beginning of the design phase (PDR); it is established and “frozen” at the end of the design phase (at CDR - it is also known as “as-designed” baseline);
  - Product Baseline (PBL): It starts to be developed at the beginning of the production phase. It is established and “frozen” at the end of the production phase (at factory integration/test).
- 7.1.7 The Contractor shall deliver the first ABL at PDR and the final ABL at CDR

- 7.1.8 The Contractor shall deliver the first PBL at CDR + 4W and then at SiAT and whenever changes occur during the production, testing and warranty phases.
- 7.1.9 Both the ABLs and the PBLs shall be maintained under Configuration Control and subject to change management processes and procedures (ECPs, RFCs) in accordance with STANAG 4427 Ed. 3 and underpinning ACMPs.
- 7.1.10 The ABL and the PBL shall be delivered by the Contractor, with incremental contents, using the NCI Agency templates listed below:
- AI 16.32.04 - ABL Template
  - AI 16.32.05 - PBL Template
- 7.1.11 The Contractor shall use the Instructions and templates provided by the purchaser to issue any ECPs and RFCs in accordance with the following applicable AIs:
- AI 16.32.02 – Preparation of ECP forms
  - AI 16.32.02 Annex A – ECP Form
  - AI 16.32.03 – Preparation of RFC forms
  - AI 16.32.03 Annex A – RFC Form
- 7.1.12 All the baselines shall be developed, maintained and fully documented in the Contractor's PLM (Product Lifecycle Management) tool.
- 7.1.13 For each Baseline and relevant modifications (in accordance with the Change Request/Engineering Change Proposal/Engineering Change Order - CM CR/ECP/ECO - processes) the Contractor shall export the baselines in the form of CMDBs, covering as a minimum the following relationships:
- Contract functional/non-functional requirements to Functional elements of the FBL (the FBL shall not be delivered but shall be defined and maintained by the Contractor)
  - Functional Elements of the FBL to Major CIs of the ABL
  - Major CIs of the ABL to Full CIs (CIs, HWCIs, CSCIs, HWPs, CSCs) tree (PBL)
  - Major CIs of the PBL to Services/Sub-Services delivered by the System (mapping of CIs vs Services and vice versa)
- 7.1.14 The Contractor shall incorporate in the baselines, under a unique hierarchical tree, all the information relevant to the OEMs/COTS hardware, software and firmware used and

integrated in the System.

7.1.15 Each element of the PBL shall include as minimum (but not be limited to) the following pieces of information (in accordance with the type of item):

- Position in the structure (hierarchical level or indenture code)
- Physical location (Reference Designator or similar positional code) coherent with the As-Built Drawings and manuals
- Type of Configuration Item (CI, HWCI, CSCI, HWP, CSC)
- Type of MRI/MSI, coherent with the LBS/PBS
- Item identifiers (Part Number – P/N, Cage Code, Nomenclature, revision/issue, release etc.)
- Asset Data (SMR Code, Price, Price UOM, MOQ, start of warranty/licence validity etc.)
- Inventory Data (Serial Number - S/N or License number if applicable etc.)
- CI documentation:
  - For HWCI/HWPs: specifications, datasheet, Certificates of Conformity (CoC), Declaration of Conformity (DoC), Items Setting Documents (ISD – how to configure HW/SW/FW) etc.
  - For HWCI/CIs: interconnection diagrams, interface specifications/control documents, Test procedures, Test records, integration data, customization/setting procedures etc.
  - For CSCI/CSCs: SW Release Notes (SRN), SW test data records, SW metrics (type of language, Line of Code, number of function points etc.), SW Source Code (if specifically generated or modified/adapted/customized in the frame of the project), SW Installation files, SW Version Description Documents (VDDs), SW installation/customization procedures, SW settings, SW operating manual etc.
- Alternative (P/N, Cage Code, Nomenclature, revision/issue, release etc.)
- NATO Stock Number (NSN)

7.1.16 The Contractor shall prepare and make available the PBLs and shall prepare and attend as a minimum the following Physical Configuration Audits (PCA) events:

- Pre-SiAT (Site Acceptance Test) PCA – Before SiAT to determine the to-be-tested Products baseline
- Post-SiAT PCA – Immediately after SiAT to determine the applicable PBL immediately after SiAT

- Spares and consumables Audit at PSA – three (3) working weeks before PSA.

7.1.17 All the hardware, software and firmware elements and media and ILS and System documentation provided in the scope of this project shall be properly identified, coherent and consistent with the CM baselines in use at the time of issuance/installation.

## **SECTION 8 – TEST, VERIFICATION, VALIDATION AND ASSURANCE (TVVA)**

### **8.1 Introduction**

- 8.1.1 This section details the Test, Verification, Validation and Assurance (TVVA) processes and requirements to be applied and performed under this Contract, which are required for the verification and validation of the requirements set forth under this Contract by the Purchaser.
- 8.1.2 All deliverables supplied by the Contractor under this contract shall be verified and validated to ensure they meet the requirements of this contract. Both fit-for-use and fit-for-purpose will be assessed using a quality-based approach.
- 8.1.3 The verification and validation approach will not only be applied to delivered equipment, but also interfaces and interoperability with existing NATO and/or national equipment, here considered as Purchaser Furnished Equipment (PFE).
- 8.1.4 The verification and validation of PFE is out of the scope of this document and the contract.

### **8.2 TVVA activities**

- 8.2.1 The Contractor shall have the overall responsibility for meeting the TVVA requirements and conducting all related activities. This includes the development of all TVVA documentation required under this Contract (see Table 2 - Test Documentation).
- 8.2.2 The Contractor shall be responsible for the planning, execution and follow-up of all TVVA events. The Purchaser will assist in preparations by reviewing and providing feedback on all Contractor produced configuration items. The Purchaser will also provide testing and engineering Subject Matter Expertise (SME) during all TVVA events to witness and assist with these events.
- 8.2.3 The Contractor shall demonstrate to the Purchaser that there is a testing process in place for the project, supported by Contractor Quality Assurance (CQA).
- 8.2.4 Where requested by the Purchaser, the Contractor shall provide test data to support all TVVA activities.
- 8.2.5 The Purchaser shall provide subject matter experts (SME) during each test event, as well as TVVA Engineers and an NQAR.
- 8.2.6 The Contractor shall have the overall responsibility for meeting the TVVA requirements and conducting all related activities defined in the Table 1 below, describing TVVA phases. Each

phase may have one or more events to complete the full scope.

| TVVA Phases                               | Scope  | Purchaser Involvement  |
|---|--|--|
| <b>TVV Review</b>                         | Activities required to verify the overall test strategy to ensure the project met SOW requirements.  | <b>Review</b> Master Test Plan (MTP), Event Test Plans (ETPs), Test Cases  |
| <b>Qualification Testing</b>              | Activities executed to ensure the system meets necessary design requirements, and provide a baseline for subsequent acceptance tests   | <p><b>Review</b> contractor execute qualification/dry-run tests in preparation for formal IVV activities.</p> <p><b>Participate:</b> Dry Run (Optional Purchaser participation), TRR, Test Execution, Event Review Meeting (ERM)</p>   |
| <b>Formal Verification and Validation</b> | <p>Independent assessment performed with Purchaser and led by Contractor to determine whether or not a system satisfies user needs, functionality, requirements, and user workflow processes etc. before it gets into operation.</p> <p>Product Quality Criteria, for the following tests:</p> <p><b>System Integration Test (SIT)</b> – Requirements based testing, focused on verifying integration of the different components together and with any external interface as defined by the SOW</p> <p><b>User Acceptance Test (UAT)</b> – Scenario based testing, focused on validating the system as per user needs.</p> <p><b>Security Tests</b> – Tests focused on ensuring the security criteria are met.</p> <p><b>System Acceptance Test (SAT)</b> – Tests focused on ensuring compliance with the requirements outlined in the SOW.</p> | <p><b>Review:</b> Event Test Plan, Security Test and Verification Plan (STVP), Test Cases, Test Report, Test Data, Test Environment Baseline, Existing defects</p> <p><b>Participate:</b> TRR, Test Execution, Event Review Meeting (ERM). User Reviews (including internal users)</p> |



| TVVA Phases                                   | Scope  | Purchaser Involvement  |
|---|--|--|
| <p><b>RFC Support</b></p>                     | <p>To provide evidence that the product under evaluation met the requirements for the inclusion on the AFPL and to obtain the Approval to Operate (ATO). Change Manager to review the test execution, additional evaluation can be requested by Change Managers. Under normal circumstances, all required inputs are generated from TVVA activities</p>  | <p>Provide test report and evaluation evidences as required by Change Manager. Under normal circumstances those are IVV Test Report, Security Report and System Administration Notes.</p> <p><b>IVV Lead:</b> Test Readiness Review (TRR), Test Execution, Test Reports and Event Review Meeting (ERM)</p> |
| <p><b>Site Acceptance Phase (SiAT)</b></p>    | <p>To ensure that the specific Tier 3 site/node is installed properly per site/node installation plan and the service meets the requirements stated in the SOW. Site Acceptance Testing is also to ensure compatibility and integration of the product with the site environment. Migration related tests are also covered under this tests. This includes integration with PFE.</p>   | <p><b>Review:</b> Test Plan, Test Cases, Test Report, Test Data, Test Environment Baseline, Known issues/Defects reported and accepted by Purchaser, SiAT Checklist (for all sites).</p> <p><b>Participate:</b> TRR, Test Execution, Event Review Meeting (ERM)</p>  |
| <p><b>Operational Test and Evaluation</b></p> | <p>To ensure that all the Operational Acceptance Criteria (OAC) such as performance and availability have been successfully implemented. Sites are successfully integrated and tested on the network level. Demonstrate that all components of the System/Application have been integrated (including other systems) to meet all OACs as well as all security requirements defined in the Security Accreditation Documentation. Ensure end to end delivered system works as expected and can interoperate with other Purchaser equipment</p> | <p><b>Review:</b> Event Test Plan, Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects</p> <p><b>Participate:</b> TRR, Test Execution, Event Review Meeting (ERM)</p> <p><b>Participate:</b> TRR, Test Execution, Event Review Meeting (ERM)</p>                       |

*Table 1 - List of TVVA Phases*

**8.3 Deliverables**

8.3.1 The Contractor shall provide a System Test Documentation Package, following documentation templates provided by the Purchaser that is comprised of the following documents defined in Table 2 below:

| <b>Work Product Name</b>  | <b>Sent to Review/Approve</b>                                       |
|---|---|
| <b>Master Test Plan (MTP)</b>   | First draft 4 weeks after EDC                                       |
| <b>Event Test Plan (ETP)</b>  | 2 weeks before TVVA Event   |
| <b>Low Level Design Architecture (LLD)</b>  | 2 weeks before TVVA Event   |
| <b>Test Cases</b>   | 2 weeks before TVVA event. First draft 4 weeks after contract award |
| <b>Test Completion Report</b>   | 1 week after TVVA event   |
| <b>Defect Report / Off-Specification Report</b>                                     | 2 weeks before TVVA Event   |
| <b>Dry Run Report</b>   | 2 weeks before TVVA Event   |
| <b>Requirements Traceability Matrix (RTM) updated with test-related information</b> | Embedded within the MTP and updated per test event                  |

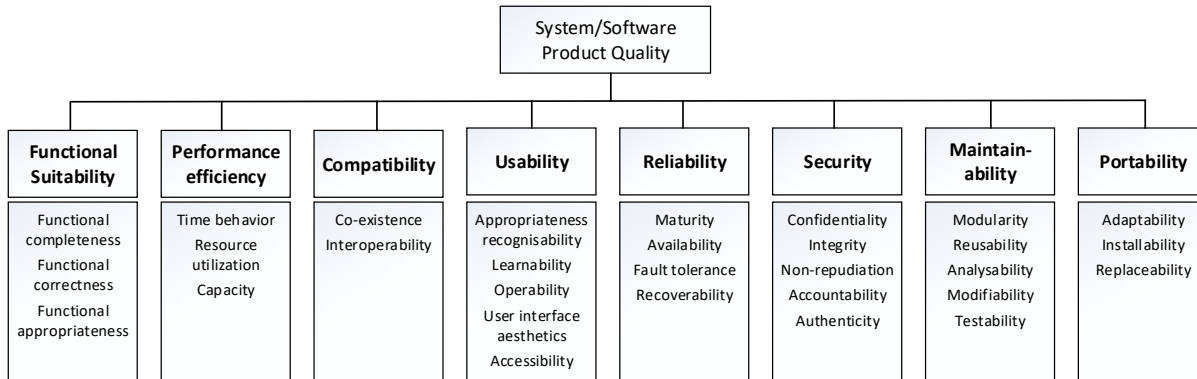
*Table 2 - Test Documentation*

**8.4 Master Test Plan (MTP)**

- 8.4.1 The Contractor shall identify and describe in the Master Test Plan (MTP) which best practices and international standards will be applied and how.
- 8.4.2 The Contractor shall produce a Master Test Plan (MTP) to address the plans for each TVVA activity listed in this document. The Purchaser will monitor and inspect the Contractor's MTP activities to ensure compliance.
- 8.4.3 The Contractor shall keep the Master Test Plan always up to date.
- 8.4.4 The Contractor shall describe how the Quality Based Testing is addressed and implemented in the MTP. Figure 2 - Product Quality Criteria is based on ISO 25010 and should be used as product quality criteria model.

*Figure 2 - Product Quality Criteria*





- 8.4.5 The Contractor shall describe all formal TVVA activities in the MTP with a testing methodology and strategy that fit the development methodology chosen by the project.
- 8.4.6 The Contractor shall provide in the MTP the schedule, location and scope for all the events to be run, specifying to which phase they belong. When the contractor identifies that multiple events are required for a phase, this SHALL also be specified in the MTP.
- 8.4.7 Together with the MTP, the contractor shall provide a defect reporting and management process to be applied during the TVVA activities.
- 8.4.8 The Contractor shall describe how defects/non-conformances encountered during TVV events will be reported, managed and remedied.
- 8.4.9 The MTP shall include the Contractor’s approach to Test Reviews including Test Readiness Reviews and Event Review Meetings for each TVVA event.
- 8.4.10 The Contractor shall provide Contractor’s provisions and strategy for building/maintaining of the Reference Environment in MTP.

**8.5 Event Test Plan (ETP)**

- 8.5.1 The contractor shall create an Event Test Plan (ETP) per each event for approval no later than two (2) weeks prior to the execution of the tests, unless differently stated in a work package. Detailing all the information required for that event. The ETP shall follow the template provided by the Purchaser.
- 8.5.2 The Contractor shall describe in the event test plan what training (if any) will be provided prior to formal TVVA events.

- 8.5.3 The Contractor shall identify, in the ETP, which environment(s) to be used at each TVVA event and the responsibilities for configuration control, operation and maintenance of the environment
- 8.5.4 The ETP shall describe when an agreement shall be reached between the Contractor and the Purchaser on the defect categorization and defect priority of failures encountered, as well as a way forward (if either at the end of each day of a TVVA event or at the Event Review Meeting). If agreement is not reached, the disputed items shall be escalated to the Purchaser's and Contractors' Project Managers.
- 8.1.1 The contractor shall provide together with ETP the following documentation:
- Design documentation;
  - Approved Baselined,
  - Description of System Under Test up until CI level (HW/SW Configuration, System Version Definition Document, As-Built Drawings/Low level Diagram, Interface descriptions),
  - Dry Run Report
  - Defect Report (as applicable)
  - Off-Specification Report (Deviation, waiver as applicable)
  - Approved Change Request (as applicable)

## **8.6 Test Cases**

- 8.6.1 The Contractor shall submit the draft test cases for the TVVA event to the Purchaser for approval no later than two (2) weeks prior to the execution of the tests, unless differently stated in a work package. The Purchaser shall provide comments or approval within one (1) week of receipt. The purchaser shall have the final version of the test cases and Event Test Plan available two working days prior to the TRR for a specific TVVA event.
- 8.6.2 The contractor shall develop test and use cases to verify and validate all requirements in the SOW, requirements specifications and final design. The test cases shall follow the template provided by the purchaser.

## **8.7 Requirements Traceability Matrix (RTM)**

- 8.7.1 The Contractor shall produce and maintain a Requirements Traceability Matrix (RTM), which includes all functional and non-functional requirements, to track the TVVA status of all requirements throughout the Contract execution (especially during the TVVA activities). The RTM shall also trace the requirements to the design. It shall also define how the requirements

will be validated or verified at each of the TVVA activities:

- The verification method: Inspection, Analysis, Test or Demonstration
- Corresponding TVVA phase(s) for each requirement
- Coverage Status

8.7.2 The Purchaser shall review and approve the proposed RTM.

8.7.3 The Contractor shall maintain the RTM updated during the project lifecycle.

## **8.8 TVVA Events and results**

8.8.1 The Contractor shall conduct testing during the Project lifecycle compliant with the following requirements:

8.8.1.1 The Contractor is responsible for conducting all testing during the Project lifecycle. The contractor shall provide evidence to the Purchaser of the results of these testing activities. The Contractor shall respond to any Purchaser clarification requests regarding test results or performance within two working days.

8.8.1.2 The Contractor shall provide status reports to the Purchaser regarding verification and validation activities during the planning/design and development phases. The Contractor shall provide Test Completion Report to the Purchaser following the completion of any TVVA event. The Purchaser will approve the report and its findings within two business days.

## **8.9 Test Readiness Review (TRR)**

8.9.1 The Contractor shall conduct a Test Readiness Review (TRR) meeting two (2) days prior to the test events. The TRR shall ensure that all entry criteria for the events have been met. Documentation that requires review by the Purchaser prior to a TRR, as defined in the Master Test Plan (MTP), shall be provided no less than 1 week prior to TRR.

8.9.2 The Purchaser has the right to cancel the TRR and/or any formal test event if the evidence demonstrates that execution of the test event will not be effective.

## **8.10 Event Review Meeting (ERM)**

8.10.1 The Contractor shall convene an Event Review Meeting (ERM) as defined in the MTP. The

ERM shall ensure that the event results, defect categorization and a way forward to fixing the defects (if required) is agreed upon by the Contractor and the Purchaser. If agreement is not reached, the disputed items shall be escalated to the Purchaser and Contractor Project Managers.

## **8.11 TVVA Event**

8.11.1 An event starts with the Test Readiness Review (TRR) and finishes with the Event Review Meeting (ERM).

8.11.2 During formal TVVA phases, a daily progress debrief shall be scheduled. Participation to the daily progress debrief will be agreed between Purchaser and Contractor. The aim of the debrief is to get a common understanding on what tests were run, which passed, which failed, and whatever defects were reported.

8.11.3 For each TVVA event, the Contractor shall provide log/record of the event, including but not limited to individual test results, defects found, requirement coverage, test execution durations, deviations during execution and sign-off for each result by both the Contractor and Purchaser.

8.11.4 At the end of the project, the Contractor shall provide the final version of all artefacts (regardless of format) created during the execution of all TVVA activities.

## **8.12 Test Completion Report**

8.12.1 Test completion report is a summary of the test event activities and shall contain as a minimum:

- Requirement coverage against test cases
- Test cases with test results
- List of defects
- Any mitigations/Waivers as applicable

## **8.13 Test Completion Report**

8.13.1 Test completion report is a summary of the test event activities and shall contain as a minimum:

- Requirement coverage against test cases
- Test cases with test results
- List of defects

- Any mitigations/Waivers as applicable

**8.14 Waivers**

8.14.1 The Contractor may request a Test Waiver if the Contractor has previously successfully completed qualification testing to national, or international standards for assemblies, subassemblies components or parts. The Purchaser, after review of test waivers and analysis of their impact, reserves the right to require test and certification of the modified equipment at no cost to the Purchaser. The Purchaser has the right to reject any test Waiver (see Table 6).

8.14.2 The Contractor shall record and log all waiver requests along with their resolution submitted for the Purchaser’s approval.

**8.15 Test Defect Categorization**

8.15.1 The Contractor shall use the Purchasers’ categorization nomenclature for all defects and non-compliances.

8.15.2 Should a failure be identified during a TVVA event/activity, a defect shall be recorded. Once the event has concluded, the defect shall be reviewed during the event review meeting to agree on the severity, priority and category. The event test report shall then report the disposition of all defects recorded during the event and the defect management system shall be updated accordingly. Classification shall follow the definitions in Table 3:

| Attributes | Definition  |
|------------|---|
| Severity   | The severity of a defect is the degree of impact that the failure has on the development or operation of a component, a system or a user function. The severity SHALL initially be proposed by the tester but SHALL officially be set in agreement with all the stakeholders. When agreement cannot be reached, the Purchaser’s PM will set the severity. |
| Priority   | The priority of a defect defines the order in which defects SHALL be resolved. The priority of the defect SHALL initially be proposed by the tester but SHALL officially be set in agreement with all the stakeholders. When agreement cannot be reached, the Purchase’s PM will set the priority.  |
| Category   | The type of observation identified during the execution of a test case.   |

*Table 3 - Definitions for Defect Categorization*

**8.16 Severity**

8.16.1 According to their severity, defects shall be classified as one of the following in Table 4:

| Severity | Definition   |
|----------|--|
| Critical | The failure of testing of a requirement.<br>The failure results in the termination of the complete system or one or more component of the system.<br>The failure causes extensive corruption of data.<br>The failed function is unusable and there is no acceptable alternative method to achieve the required results   |
| Major    | A significant failure that causes severely impaired functions but does not prevent operational processing. Applies to conditions under which the complete system or one or more component of the system are partially inoperative, but are still usable by the users. A work around may be available, but it may require manual intervention.<br><br>Examples:<br>Absence of expected modules/ object or Unit<br>failure of business operational process that affects a large group of users<br>* complete failure of a module |
| Moderate | The failure does not result in the termination and all functions are available but causes the system to produce incorrect, incomplete or inconsistent results.<br>When resources are available and budgeted, should be resolved.   |
| Minor    | The failure does not result in termination and does not damage the functioning of the system. The desired results can be easily obtained by working around the failure   |
| Cosmetic | The failure is related to the look and feel of the application, typos in a document or user interfaces (amongst others), and not part of the immediate usability or contractual requirements. The failure does not adversely affect the overall system operation.  |

*Table 4 - Classification of defects based on severity*

## 8.17 Priority

8.17.1 According to their priority, defects shall be classified as one of the following in Table 5:

| Priority | Description   |
|----------|---|
| Urgent   | The defect SHALL be resolved as soon as possible. Required to complete independent verification and validation activities.        |
| Medium   | The defect SHALL be resolved in the normal course of development activities. It can wait until a new build or version is created. |
| Low      | The defect is an irritant which should be repaired, but repair can be deferred until after more serious defects have been fixed.  |

*Table 5 - Priority Classes for Defect Classification*

**8.18 Category**

8.18.1 According to their category, deficiencies shall be classified as one of the following in Table 6.

| Category      | Description   |
|---------------|---|
| Defect        | An imperfection or deficiency in a work product where it does not meet its requirements or specifications. This category of defect could drive to the creation a Class II (Product Correction) Engineering Change Proposal (ECP). |
| Enhancement   | This type of defect is used to record an Improvement to the product baseline. This category of defect would typically drive to the creation of a Class I (Product enhancement) ECP.   |
| Document      | This category is used to record deficiencies encountered in the system documentation (test cases, test procedures, RTM, test plan, manuals, design, procedures).  |
| Clarification | This category is used to record deficiencies encountered during the test execution, which must be clarified.  |
| Waiver        | This category is used to record when a waiver is required to address a specific observation or deficiency.  |

*Table 6 - Deficiency Categories*

**8.19 Tools**

8.19.1 The Contractor shall generate and deliver automated test procedures/cases compatible with Purchaser test management and automation tools.

8.19.2 The Contractor shall make use of automated testing and supporting testing tools (test management, requirement coverage, defect management, etc.) to the maximum applicable extent, for all system development, implementation, internal and formal tests. The process and proposed supportive tools shall be described in the Master Test Plan (MTP). In areas where the Purchaser already uses specific tools, the Contractor shall make use of the tools in use by the Purchaser

8.19.3 Tools supporting requirements coverage, defect management and test management shall be selected and hosted by the purchaser and used by the Contractor. For any internal work, the Contractor may use their own internal tools, but the tools used for the contractor’s internal work shall be able to natively interface with the tools selected and hosted by the Purchaser in order to keep all TVVA related data for the project in the purchaser tools.

## **SECTION 9 – HEALTH AND SAFETY**

### **9.1 General Safety Requirements**

- 9.1.1 The Contractor shall undertake all measures to comply and ensure compliance with respective Regulations for Industrial Safety applicable throughout this Contract.
- 9.1.2 The Contractor shall comply with the national legislation of respective territorial Host Nations concerning job accidents, incident prevention and hygiene at work.
- 9.1.3 The Contractor shall also make legal arrangements for protection of the life and security of all its personnel and to guarantee medical assistance whenever necessary due to job accidents. The same legal arrangements shall be applied to sub-contractor personnel under Contractor's responsibility.
- 9.1.4 When working at the Purchaser's facilities, the Contractor shall comply with all safety and security directives and procedures applicable to the site, contracted scope of work and premises in which the contractor will perform their duties.
- 9.1.5 The detailed procedures, instructions and guidance shall be obtained from the site commander/ the principal, the security manager and Health & Safety manager respectively at given site.
- 9.1.6 The contractor shall learn respective procedures.
- 9.1.7 The contractor shall confirm in writing that their understood the procedures.
- 9.1.8 The contractor shall confirm in writing commitment to comply with the procedures and apply them in practice.
- 9.1.9 The contractor shall provide personnel mentally and physically capable of undertaking their duties as stipulated in the subject contract.
- 9.1.10 The contractor is responsible for provision of Personal Protective Equipment (PPE) for its employees accordingly to the activities and scope of works stipulated in the subject contract.
- 9.1.11 The PPE shall be compliant with Regulation (EU) 2016/425 of the European Parliament and of the Council of 9 March 2016 on personal protective equipment or its equivalent of respective territorial Host Nation in North America.



## **9.2 Hardware Requirements**

- 9.2.1 The hardware shall be designed to operate using an external mains power supply conforming to International Electrotechnical Commission standard IEC 60038:2009, 400/230 V, 50 Hz.' or its national equivalent of respective territorial Host Nation in North America.
- 9.2.2 The hardware shall function without degradation under the existing environmental conditions.
- 9.2.3 All conductors and hardware shall be rated for current carrying capacity in accordance with the applicable industry standards.
- 9.2.4 All cables shall have non-toxic, non-flammable coating.
- 9.2.5 All cables shall be halogen-free, low smoke, thermoplastic insulated and sheathed cables in compliance with IEC 62821 or its national equivalent.
- 9.2.6 Free movement of cables shall be assured when equipment is pulled out for maintenance/repair.
- 9.2.7 Wires and cables shall be placed and protected as to prevent contact with rough irregular surfaces and sharp edges and to prevent wear due to vibration.
- 9.2.8 Cables connecting to components mounted onto doors or panels shall be protected so that no possibility of damage arises during opening and closing of doors or panels.
- 9.2.9 Cable harnesses shall be routed away from heat generating equipment and no wire or cable connection shall be in tension.
- 9.2.10 For the dimensioning of the bending radius of cables the regulations of VDE 0298, part 3 or equivalent shall be followed.
- 9.2.11 All soldered connections shall be clean and smooth in appearance and shall provide excellent electrical conductivity.
- 9.2.12 The insulation of soldered wires shall not show damage from the heat of the soldering operation.
- 9.2.13 Dissimilar metals shall not be used in intimate contact unless suitably protected against electrolytic corrosion.

- 9.2.14 Any equipment supplied under this Contract shall include interfaces to enable connection to the grounding system in accordance with respective national safety regulations and INFOSEC requirements.
- 9.2.15 Safety grounding interfaces shall be in accordance with safety regulations, including IEC 60364-5-54:2011 or its national equivalent of respective territorial Host Nation in North America.
- 9.2.16 The hardware shall be designed and constructed in such a way that it does not run in a hazardous condition or put human safety at risk.
- 9.2.17 The Contractor shall design and/or select the hardware on the basis of inherent safety features that protect not only the human operators and maintainers but also the equipment itself.
- 9.2.18 The hardware shall be designed in such a way that no special or difficult techniques that require unusual dexterity or skill in removing or installing items is required.
- 9.2.19 Materials used in the hardware, under the specified environmental and service conditions or as a result of heating due to conflagration, shall not liberate:
- 9.2.19.1 Gases that combine with the atmosphere to form an acid or corrosive alkali.
- 9.2.19.2 Toxic or corrosive fumes that would be detrimental to the performance of the equipment or health of personnel.
- 9.2.19.3 Gases that will produce an explosive atmosphere.
- 9.2.20 No hazardous materials (of any kind) shall be used in the construction of the hardware.
- 9.2.21 Glass fibre materials shall not be used as the outer surface or covering on cables, wire or other items where they may cause skin irritation to operating personnel.
- 9.2.22 The hardware shall be provided with safety markings and labels that meet following requirements:
- 9.2.22.1 Safety markings and labels shall be provided identifying any potential hazards to personnel.

- 9.2.22.2 Warning labels shall be attached wherever there is any potential of heavy lifting, specific handling guidance, electrical, chemical, excessive noise, electromagnetic radiation or heat hazard or a potential hazard caused by human contact with materials, particularly when removal of covers will expose the hazard.
- 9.2.22.3 Safety markings shall be readily visible during operation and maintenance conditions.
- 9.2.22.4 Warning markings shall be as permanent as the normal life expectancy of the equipment on which they are affixed and shall be placed as close as possible to the point of danger.
- 9.2.22.5 All matters of safety including but not limited to hot surfaces, mechanical hazards, electrical shocks and radiation hazards shall be fully and clearly addressed in the user operations and technical manuals.
- 9.2.22.6 Training and other provided documentation (for example deployment manual, user manuals, maintenance manuals etc.) shall prominently identify hazardous situations and the preparation, precautions and actions to avoid and contain them.
- 9.2.22.7 All warning instructions shall be provided in English and in the official language of the territorial Host Nation.
- 9.2.23 Noise generated by the hardware in operation shall not exceed the levels specified in the local regulations or Environmental Noise Directive (2002/49/EC) whichever it is more restrictive for operational, maintenance areas.
- 9.2.24 Any rotating or other moving part such as ventilators, blowers, drive belts etc., shall be shielded or protected adequately to prevent accidental contact by and injury to any personnel during operation and maintenance.
- 9.2.25 Projecting and overhanging edges shall be kept to a minimum.
- 9.2.26 Edges and corners shall be rounded.
- 9.2.27 When rounding of edges and corners is not possible, protective covers shall be applied.
- 9.2.28 When protective covers are not possible or not reasonably practical for installation, sharp edges shall be marked with appropriate safety labels and marking.
- 9.2.29 When packed, the system shall not include any protruding point which could either be damaged or damage persons or property during transportation.

### **9.3 Environmental Protection**

- 9.3.1 The Contractor shall take all reasonable and practical measures to protect the public and his own employees against accidents, and to safeguard the environment and apply the best practices available in the field.
- 9.3.2 Environmental requirements shall be implemented and verified by the Contractor, as a minimum, in accordance with European Union environmental protection regulations and the national implementation references (i.e. law, regulation) pursuant to the EU Directives or national equivalents for North America deliveries.
- 9.3.3 The contractor shall consider the environmental impact of the delivered hardware during its life cycle and disposal, and the hardware documentation shall provide the appropriate recommendations to the user.

## Annex A – Bill of Materials

### A.1 Schedule A

The following tables detail the NIPS, FPC, and Packet Broker requirements for all sites.

The NIPS have been specified in three different configurations of increasing performance designated NIPS 1 to 3, there is a column to designate optional Network Modules (NetMods) when required. The FPC product is a modular system where performance and capacity can be adjusted by combining multiple appliances and storage modules. The FPC table lists the number of FPC Decoder and Concentrator appliances assigned per site, each of which comes with a dedicated attached storage appliance. Alternatively small sites will receive an FPC Hybrid, which is a single appliance containing combined Decoder and Concentrator functionality in combination with internal storage.

### A.2 NODCERS Equipment

| System | Equipment                   | Type     | Simulated Tier | Quantity |
|--------|-----------------------------|----------|----------------|----------|
| FPC    | NetWitness Decoder          | Physical | 3              | 1        |
| FPC    | NetWitness Concentrator     | Physical | 3              | 1        |
| FPC    | NetWitness ESA Server       | Virtual  | 2              | 1        |
| FPC    | NetWitness Admin Server     | Virtual  | 2              | 2        |
| FPC    | NetWitness Broker           | Virtual  | 2              | 1        |
| NIPS   | Firepower 2130              | Physical | 3              | 1        |
| NIPS   | Firepower Management Centre | Virtual  | 2              | 1        |

**A.3 Table of NIPS Phases and Sites**

| Command          | City                      | Country | Class | NIPS Type | NIPS Qty | NetMods       |
|------------------|---------------------------|---------|-------|-----------|----------|---------------|
| JFC              | Brunssum                  | NL      | NR    | 2         | 1        |               |
| JFC              | Brunssum                  | NL      | NS    | 2         | 1        |               |
| NAPMA            | Brunssum                  | NL      | NR    | 1         | 1        |               |
| NATO HQ (NEW HQ) | Evere (Brussels)          | BE      | NS    | 2         | 1        |               |
| NCIA             | The Hague                 | NL      | NR    | 2         | 1        | 1 x 6x10G- SR |
| NCIA             | The Hague                 | NL      | NS    | 2         | 1        | 1 x 6x10G- SR |
| NETMA            | Halbergmoss (Munich)      | DE      | NR    | 1         | 1        |               |
| NSPA             | Capellen                  | LU      | NR    | 2         | 1        | 1 x 6x10G- SR |
| PIA SHAPE        | Casteau (Mons)            | BE      | NR    | 2         | 2        | 4 x 6x10G- SR |
| PTC              | Brunssum                  | NL      | NS    | 1         | 1        |               |
| SHAPE T3         | Casteau (Mons)            | BE      | NR    | 3         | 1        | 2 x 8xSFP+    |
| SHAPE T3         | Casteau (Mons)            | BE      | NS    | 3         | 1        | 2 x 8xSFP+    |
| JFC Naples       | Lago Patria               | IT      | NR    | 3         | 1        | 2 x 8xSFP+    |
| JFC Naples       | Lago Patria               | IT      | NS    | 3         | 1        | 2 x 8xSFP+    |
| LANDCOM          | Izmir                     | TU      | NR    | 2         | 1        | 1 x 6x10G- SR |
| LANDCOM          | Izmir                     | TU      | NS    | 2         | 1        |               |
| NAHEMA           | Aix en Provence           | FR      | NR    | 1         | 1        |               |
| PIA Naples       | Lago Patria               | IT      | NR    | 2         | 2        | 4 x 6x10G- SR |
| ACT HQ           | Norfolk                   | US      | NR    | 2         | 1        | 1 x 6x10G- SR |
| ACT HQ           | Norfolk                   | US      | NS    | 2         | 1        |               |
| PTC              | Northwood                 | GB      | NS    | 2         | 1        |               |
| PTC              | Norfolk                   | US      | NS    | 2         | 1        |               |
| CSO              | Neuilly-sur-Seine (Paris) | FR      | NR    | 1         | 1        |               |

**A.4 Table of FPC Phases and Sites**

| Command   | City                 | Country | Class. | Decoders | Concentrators | Hybrids |
|-----------|----------------------|---------|--------|----------|---------------|---------|
| AIRCOM    | Ramstein             | DE      | NR     | 2        | 1             |         |
| AIRCOM    | Ramstein             | DE      | NS     | 2        | 1             |         |
| CAOC      | Uedem                | DE      | NR     |          |               | 1       |
| CAOC      | Uedem                | DE      | NS     |          | 1             | 1       |
| JFC       | Brunssum             | NL      | NR     | 2        | 1             |         |
| JFC       | Brunssum             | NL      | NS     | 2        | 1             |         |
| NAEW      | Geilenkirchen        | DE      | NR     | 2        | 1             |         |
| NAEW      | Geilenkirchen        | DE      | NS     | 2        | 1             | 1       |
| NAPMA     | Brunssum             | NL      | NR     |          |               | 1       |
| NATO HQ   | Evere (Brussels)     | BE      | NR     | 4        | 2             |         |
| NATO HQ   | Evere (Brussels)     | BE      | NS     | 2        | 1             |         |
| NCIA      | The Hague            | NL      | NR     | 3        | 1             |         |
| NCIA      | The Hague            | NL      | NS     | 2        | 1             |         |
| NETMA     | Halbergmoss (Munich) | DE      | NR     |          |               | 1       |
| NSPA      | Capellen             | LU      | NR     | 2        | 1             |         |
| NSPA      | Betzdorf             | LU      | NR     | 2        | 1             |         |
| NSPA      | Capellen             | LU      | NS     | 2        | 1             |         |
| PIA SHAPE | Casteau (Mons)       | BE      | NR     | 8        | 14            |         |
| PTC       | Brunssum             | NL      | NS     | 2        | 1             |         |
| SHAPE T3  | Casteau (Mons)       | BE      | NR     | 8        | 4             |         |
| SHAPE T3  | Casteau (Mons)       | BE      | NS     | 4        | 2             |         |

| Command    | City              | Country | Class. | Decoders | Concentrators | Hybrids |
|------------|-------------------|---------|--------|----------|---------------|---------|
| CAOC       | Torrejon          | ES      | NR     |          |               | 1       |
| CAOC       | Torrejon          | ES      | NS     |          |               | 1       |
| CMRE       | La Spezia         | ES      | NR     |          |               | 1       |
| DACCC      | Poggio Renatico   | IT      | NR     |          |               | 1       |
| DACCC      | Poggio Renatico   | IT      | NS     |          |               | 1       |
| JALLC      | Monsanto          | PT      | NR     |          |               | 1       |
| JALLC      | Monsanto          | PT      | NS     |          |               | 1       |
| JFC Naples | Lago Patria       | IT      | NR     | 8        | 4             |         |
| JFC Naples | Lago Patria       | IT      | NS     | 4        | 2             |         |
| JFTC       | Bydgoszcz         | PL      | NR     | 2        | 1             |         |
| JFTC       | Bydgoszcz         | PL      | NS     | 2        | 1             |         |
| LANDCOM    | Izmir             | TU      | NR     | 2        | 1             |         |
| LANDCOM    | Izmir             | TU      | NS     | 2        | 1             |         |
| NAHEMA     | Aix en Provence   | FR      | NR     |          |               | 1       |
| PIA Naples | Lago Patria       | IT      | NR     | 8        | 4             |         |
| ACT HQ     | Norfolk           | US      | NR     | 2        | 1             |         |
| ACT HQ     | Norfolk           | US      | NS     | 2        | 1             |         |
| JWC        | Stavanger         | NO      | NR     | 2        | 1             |         |
| JWC        | Stavanger         | NO      | NS     | 2        | 1             |         |
| MARCOM     | Northwood         | GB      | NR     | 2        | 1             |         |
| MARCOM     | Northwood         | GB      | NS     | 2        | 1             |         |
| PTC        | Northwood         | GB      | NS     |          |               | 1       |
| PTC        | Norfolk           | US      | NS     |          |               | 1       |
| CSO        | Neuilly-sur-Seine | FR      | NR     |          |               | 1       |





| Command | City    | Country | Class. | Decoders | Concentrators | Hybrids |
|---------|---------|---------|--------|----------|---------------|---------|
|         | (Paris) |         |        |          |               |         |

**A.5 NIPS-1 Specification**

| Description   |
|---|
| Cisco FirePower2130 Appliance                       |
| Cisco Threat Defense Threat Protection Subscription |

**A.6 NIPS-2 Specification**

| Description   |
|---|
| Cisco FirePower4115 Appliance                       |
| Cisco Threat Defense Threat Protection Subscription |

**A.7 NIPS-2 Optional Network Modules (NetMods)**

| Description  |
|--|
| Cisco FirePower4K - 6 port 10G SR FTW Network Module |

**A.8 NIPS-3 Specification**

| Description  |
|--|
| Cisco FirePower9300 Appliance with Security Module SM-56 |
| Cisco Threat Defense Threat Protection Subscription      |

**A.9 NIPS-3 Optional Network Modules (NetMods)**

| Description                                       |
|---|
| FirePower9000 Series - 8 port SFP+ Network Module |

**A.10 Data Center Switches**

| Description  | Quantity |
|--|----------|
| Catalyst Switch 9300 48-port data only , Network Advantage | 4        |

**A.11 Packet Broker**

| Description                                   | Quantity |
|---|----------|
| Ixia E10S Packet Broker (dual power Supplies) | 1        |

**A.12 VPN/Firewall**

| Description                         | Quantity |
|-------------------------------------|----------|
| Juniper SRX-380 VPN Service Gateway | 1        |

**A.13 FPC Tier 3 Broker Sites**

| Command       | City             | Country | Class | FPC MGMT Type                 | Qty |
|---------------|------------------|---------|-------|-------------------------------|-----|
| SHAPE T3      | Casteau (Mons)   | BE      | NR    | vBroker (SW license is PFE)   | 1   |
| SHAPE T3      | Casteau (Mons)   | BE      | NS    | vBroker ( SW license is PFE ) | 1   |
| SHAPE PIA     | Casteau (Mons)   | BE      | NR    | vBroker ( SW license is PFE ) | 1   |
| JFC Naples T3 | Lago Patria      | IT      | NR    | vBroker ( SW license is PFE ) | 1   |
| JFC Naples T3 | Lago Patria      | IT      | NS    | vBroker ( SW license is PFE ) | 1   |
| NAPLES PIA    | Lago Patria      | IT      | NR    | vBroker ( SW license is PFE ) | 1   |
| NATO HQ       | Evere (Brussels) | BE      | NR    | vBroker ( SW license is PFE ) | 1   |

## **Annex B – Maintenance/Support definitions**

### **B.1. Scope**

- B.1.1. This Annex specifies the Maintenance Levels, the Support levels and the relevant activities to be carried on by the involved actors.
- B.1.2. The SOW specifies who is responsible for what, at the various Maintenance/Support levels from PSA to the End of Warranty.
- B.1.3. Before PSA the responsibility of any maintenance/support activity is and remains with the Contractor.

### **B.2. Maintenance Concept**

- B.2.1. A Maintenance Concept is a definition of the maintenance objectives, line of maintenance, indenture levels, maintenance levels, maintenance support and their interrelationships.
- B.2.2. A Maintenance Concept is applied both for hardware and software and produces maintenance tasks that will be performed on site, at civil or military maintenance facilities, at industry (OEM, Contractor) maintenance facilities. The Maintenance concept identifies who-does-what-at-what-level in accordance with the Maintenance levels and definitions defined below. The main SOW identifies clearly what is the Maintenance concept for the project(s).

### **B.3. Maintenance Levels (line of maintenance)**

- B.3.1. A Maintenance level is the position in an organization where specified levels of maintenance are to be carried out. The line of maintenance is characterized by the skill level of the personnel, the facilities and tools provided, the location, etc.
- B.3.2. There are four (4) Maintenance Levels to ensure the highest possible availability of the Product.
  - B.3.2.1. Level 1: implies a fast and easy exchange of Maintenance Relevant/Significant Items (MRIs/MSIs, see B.4.2) performed on the Product by organizational personnel when a malfunction occurs;
  - B.3.2.2. Level 2: implies exchange of MRIs/MSIs and/or the replacement of modules, performed on the Product by organizational personnel when a malfunction occurs;
  - B.3.2.3. Level 3: implies the repair of subassemblies, modules and MRIs/MSIs after their

replacement at maintenance Level 1 and Level 2. Testing on test-benches or integration tests can be included. This maintenance level can be performed either on product (e.g. on-site) or at specific repair shops/facilities;

B.3.2.4. Level 4: all repairs and overhaul activities beyond Level 1 to Level 3 capabilities must be ensured (e.g.: repair of subassemblies, modules and LRUs after their replacement at maintenance Level 1 to Level 3; major modifications to improve the design and/or operational activities will be prepared and, if necessary, embodied at this level).

#### **B.4. Hardware Maintenance and Hardware Change**

B.4.1. The hardware maintenance is:

B.4.1.1. Corrective:

B.4.1.1.1 Deferred: maintenance carried out to perform a Remove & Replace action of a faulty item not affecting system operation. It is done in a time slot that does not further impact the Operational Availability (e.g. during a scheduled maintenance downtime period) or on "live" equipment if this is possible (e.g. when active redundancy or hot stand-by are implemented).

B.4.1.1.2 Run-to-failure: maintenance carried out to perform a Remove & Replace action of a faulty item affecting system operation (critical failure). The action is done as soon as all the resources (skills, tools and spares) are available to minimise the System downtime.

B.4.1.2. Preventative:

B.4.1.2.1 On-condition: maintenance carried out to mitigate degradation and reduce the probability of failure after analysis of system conditions through defined indicators assessed on a periodic basis.

B.4.1.2.2 Scheduled (planned): maintenance carried out on a periodic basis (time-related or number-of-occurrences-related).

B.4.2. The hardware maintenance concept shall be based on the modularity of the equipment. The items to be removed from the system/equipment for replacement, to be repaired or to be replaced/refilled for preventative maintenance shall be defined MRIs/MSIs (Maintenance Relevant/Significant Items), with the following characteristics:

B.4.2.1. Include those items in the Logistic Support Analysis (LSA) Breakdown Structure (LBS)/Product Breakdown Structure (PBS) which are significant for maintenance at the Organisational Level.

B.4.2.2. Include all the candidate items of the spare parts and consumables lists.

B.4.2.3. Are subdivided into the following categories:

B.4.2.3.1 LRU (Line Replaceable Unit)

B.4.2.3.1.1 Its failure can be detected and indicated by a BIT (Built In Test System) system or by abnormal condition/failure display/alarm, in conjunction with Technical Manuals (TMs) and general-purpose test equipment and troubleshooting procedures;

B.4.2.3.1.2 It is easily accessed for replacement purposes;

B.4.2.3.1.3 It is easy to replace, through the use of a plug-in connector, screwed terminal, nut/bolt fixing or similar connector;

B.4.2.3.1.4 It has minimal adjustment/alignment requirements, such as voltage level settings, SW/FW installations/adaptations etc.;

B.4.2.3.1.5 Adjustments may be carried out with the Built-In test (BIT) or with general-purpose HW/SW tools and test equipment;

B.4.2.3.1.6 When only one LRU has failed, its replacement returns the system/equipment to full operational status.

B.4.2.3.1.7 LRUs are subdivided into the following two categories:

B.4.2.3.1.7.1 Statistical (LS): This category includes (but it's not limited to) the items subject to faults that occur with a statistical probability (most of them are electronic items) e.g. IF/RF strips/boards, SBCs, PPCs, Computers/Servers/Workstations and their components/peripherals, Networking equipment (Routers, switches), Power Supplies, electric/electronic components in general etc.

B.4.2.3.1.7.2 Limited Life (LL): This category includes (but it's not limited to) the items whose faults are due to ageing (most of them are electromechanical items) e.g. TWTs, Rotary Joints, Slip Rings, Engines, T/R switches, Fans and Fan Assemblies, etc.

B.4.2.3.2 Insurance Item (II): This category includes (but it's not limited to) those items that have a very low failure rate and whose replacement may be necessary as a consequence of deterioration or fault by accident e.g. passive elements (attenuators, couplers, circulators, terminations), circuit breakers, patch panels, cables, metallic frames/cabinets/chassis etc.

#### B.4.2.3.3 Consumable Items:

B.4.2.3.3.1 Consumables are subdivided into the following three categories:

B.4.2.3.3.1.1 Technical Consumables (C[T]): This category of consumables includes (but it's not limited to) Fuses, Bulbs, Lamps, Gaskets, O-rings, EMI/Tempest seals, Surge Protectors, gas dischargers, Batteries and, in general, any other item replaced in case of preventive or corrective maintenance on the System etc.

B.4.2.3.3.1.2 Not-Technical Consumables (C[NT]): This category of consumables includes (but it's not limited to) all POLs (Petrol, Oils, Lubricants), adhesive, sealing paste, gas and, in general, any other item replaced in case of preventative or corrective maintenance on the System etc.

B.4.2.3.3.1.3 Generic Consumables (C[G]): This category of consumables includes (but it's not limited to) ink cartridges, toners, printing paper, print ribbons, generic cleaning material and in general all the materials whose consumption cannot be predicted (e.g. is not associated to any preventative or corrective maintenance on the System) etc.

#### B.4.2.3.4 Attaching Parts (AP)

B.4.2.3.4.1 The Attaching Parts are the items reported in the Corrective and Preventative Maintenance Procedures and in the Illustrated Parts Breakdown such as screws, gaskets, nuts, bolts, washers etc.

#### B.4.3. Hardware Maintenance Levels

B.4.3.1. The hardware maintenance levels used are generally known as HL1, HL2 HL3 and HL4.

B.4.3.1.1 Organizational Maintenance (HL1) is Hardware maintenance capable of being carried out:

B.4.3.1.1.1 on-site;

B.4.3.1.1.2 by relatively low technical skill level personnel performing preventive maintenance and changing Line Replaceable Units (LRU) and Insurance Items (IIs) on the basis of diagnostic outputs;

B.4.3.1.1.3 using Built-In-Test (BIT) facilities for start-up and on-line diagnostics, by referring to main equipment Technical Manuals (TM);

- B.4.3.1.1.4 no Special Tools and Test Equipment (TTE) are envisioned to be used;
- B.4.3.1.1.5 typical tasks will include visual inspection, preventative maintenance tasks, manual reconfiguration if necessary, external adjustments, removal and replacement of LRUs/IIs;
- B.4.3.1.1.6 includes system failure recovery by the application of simple on-line diagnostics or technician initiated restart of the system and the use of off-line diagnostics which do not require external test module support;
- B.4.3.1.1.7 generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.
- B.4.3.1.2 Organizational Maintenance (HL2) is Hardware maintenance capable of being carried out:
  - B.4.3.1.2.1 on-site;
  - B.4.3.1.2.2 by higher technical skill level personnel performing preventive maintenance and changing Line Replaceable Units (LRU) and Insurance Items (IIs) on the basis of diagnostic outputs;
  - B.4.3.1.2.3 using Built-In-Test (BIT) facilities for start-up and on-line diagnostics, simple Tools and Test Equipment (TTE) (standard and special-to-type) in addition to BIT as a means for on-line and off-line diagnostics, and by referring to main equipment Technical Manuals (TM) to perform exhaustive fault isolation;
  - B.4.3.1.2.4 simple either commercial or special-to-type TTE are envisioned to be used (e.g.: screwdrivers, multimeters, oscilloscope, adapters, peculiar support equipment);
  - B.4.3.1.2.5 where the fault is beyond the capabilities of HL1 technical support, HL2 activities will be performed by Support Site personnel (through on-site intervention);
  - B.4.3.1.2.6 where remote fault management is not feasible, technicians from the host site will travel to the remote site hand carrying relevant spares to perform maintenance tasks;
  - B.4.3.1.2.7 generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.
- B.4.3.1.3 Intermediate Maintenance (HL3) is Hardware maintenance capable of being carried out:
  - B.4.3.1.3.1 at maintenance facilities and through technical support and assistance or on-site



intervention/work by maintenance personnel with skills enabling tasks to be accomplished within the relevant technologies;

B.4.3.1.3.2 by higher technical skill level personnel performing:

B.4.3.1.3.3 repairing, testing and calibrating Line Replaceable Units (LRU), Shop Replaceable Units (SRU) and secondary spare parts (SSPs);

B.4.3.1.3.4 on-site investigations and major scheduled servicing/overhaul, detailed inspection, major equipment repair, major equipment modification, complicated adjustments, system/equipment testing;

B.4.3.1.3.5 failure trend analysis including reporting to relevant Purchaser authorities and Post Design Services (PDS);

B.4.3.1.3.6 repair tasks will be performed using Automatic Test Equipment (ATE), general purpose and special-to-type TTE, calibration equipment, any applicable support software, and the necessary equipment TMs and a Technical Data Package (TDP);

B.4.3.1.3.6.1 where the fault is beyond the capabilities of HL1/2 technical support, HL3 activities will be performed by Support Site personnel (through on-site intervention) or by the Contractor, depending on the Maintenance Concept;

B.4.3.1.3.6.2 It includes generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

B.4.3.1.4 Depot Maintenance (HL4) is Hardware maintenance capable of being carried out:

B.4.3.1.4.1 at maintenance facilities (industry or military, OEMs) and through technical support and assistance or on-site intervention/work by maintenance personnel with skills enabling tasks to be accomplished within the relevant technologies;

B.4.3.1.4.2 where the fault is beyond the capabilities of HL1-3 technical support, HL4 activities will be performed by the Contractor;

B.4.3.1.4.3 It includes generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

## **B.5. Software Maintenance and Software Change**

B.5.1. The software maintenance is a modification for the purposes of software fault removal, adaptation to a new environment, or improvement of performance.

B.5.2. The software maintenance for the purposes of software faults avoidance, identification and/or removal can be:

B.5.2.1. Corrective/Unscheduled - it refers to tasks necessitated by actual errors in a software product. If the software product does not meet its requirements, corrective maintenance is performed. It is a Reactive modification of a software product performed after a new version is made available (patch/update) to correct the discovered problem(s). This activity is linked to Configuration Management, change management (contractor initiated ECP), new SW release(s) and Product baseline (PBL) change.

B.5.2.2. Preventative/Scheduled – it refers to tasks necessitated for detecting potential errors in a software product or anticipate and avoid potential failures (daily checks, DBs clean up/integrity checks, cache cleaning, rebooting/restarting etc.). The task can lead, if latent failures are discovered, to a modification of a software product after delivery to detect and correct latent faults in the software product before they become effective faults (leading to a deferred corrective action).

B.5.3. The software maintenance for the purposes of adaptation to a new environment, or improvement of performance is a software change that enhances the software product. These changes are those that were not in the original design specifications or in the originally released software and are subject to purchaser initiated ECPs:

B.5.3.1. Adaptive maintenance: software maintenance for the purposes of adaptation to a new environment (e.g.: a new environment could be a new type of hardware or a new operating system on which the software is to be run). Adaptive refers to a change necessary to accommodate a changing environment. Adaptive changes include changes to implement new system interface requirements, new system requirements, or new hardware requirements. This is a modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.

B.5.3.2. Perfective maintenance: software maintenance performed to improve the performance, maintainability, or other attributes of a computer program (e.g.: maintenance that adds new required functions is often referred to as enhancement). Perfective refers to a change that improves the software product's performance. A perfective change might entail providing new functionality improvements for users or reverse engineering to create maintenance documentation that did not exist previously or to change existing documentation. This is a modification of a software product after delivery to improve performance or maintainability.

B.5.4. Software Maintenance Levels

B.5.4.1. The software maintenance levels used are generally known as SL1, SL2 SL3 and SL4.

B.5.4.1.1 Organizational Maintenance (SL1) is Software maintenance capable of being carried out with the same characteristics highlighted for HL1. SL1 are those functions/tasks in support of the on-site software that are within the capabilities of site maintenance personnel. This includes software failure recovery by the application of simple diagnostics, or site maintenance personnel initiated restart.

B.5.4.1.2 Organizational Maintenance (SL2) is Software maintenance capable of being carried out with the same characteristics highlighted for HL2 e.g. SW settings, simple SW customizations (per site/instance), SW reloading/installation with automated or detailed procedures reported in the TMs, execution of scripts, management of users/profiles. SL2 are those functions/tasks in support of the on-site software that are within the capabilities of a System Administrator.

B.5.4.1.3 Intermediate Maintenance (SL3) is Software maintenance capable of being carried out with the same characteristics highlighted for HL3 e.g. SW/FW fine tuning (per site/instance), SW/FW bugs recording and reporting, SW/FW troubleshooting including Operating Systems. SL3 (on-site intervention) comprises those functions/tasks in support of the on-site software that require specialist intervention (SW System architects, SW programmers, experienced Systems' Administrators, Network specialists). The tasks can be performed either by software personnel visiting the site or by remote diagnostics if enabled by the System and allowed by NCIRC.

B.5.4.1.4 Depot Maintenance (SL4) is Software maintenance capable of being carried out with the same characteristics highlighted for HL4 e.g. SW/FW debugging, re-coding and testing (both in simulated and emulated environments), SW/FW patches creation and deployment. The tasks can be performed by software engineers in properly configured environments (SW development and testing facilities) under strict Configuration Control.

## **B.6. Support Concept**

B.6.1. A Support Concept is a definition of the support objectives (scenarios) in relation with maintenance levels, maintenance support and their interrelationships.

B.6.2. This is peculiar for IT/SW-intensive and IT/SW-driven systems and shall be implemented in conjunction and coordination with the Maintenance Concept.

B.6.3. Support levels

B.6.3.1. There are (4) support levels

#### B.6.3.1.1 First level support (on-site, non-specialised)

B.6.3.1.1.1 It consists of simple routine administration and activities. This level is user facing and is the first line of technical support. A single point of contact inside the NCI Agency central Service Desk is provided to customers for the implemented services. The Service Desk will log, categorise, prioritise, diagnose and resolve incidents within the boundaries of their training and permissions. The pertinent NCI Agency CIS Support Units (CSUs) carry out this level of support, in coordination with the NCI Agency Centralised Service Desk.

B.6.3.1.1.2 The 1st Level Support Process implements the Incident Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent;

B.6.3.1.1.3 As part of the Incident Management, the Service Desk receives the issue from the user, puts it into a standard format (Trouble Ticket, TT), performs an initial assessment and distributes it to the predefined actors to solve it.

#### B.6.3.1.2 Second level support (centralized)

B.6.3.1.2.1 It provides escalated technical support to incident investigation and diagnosis. This level delivers advanced expertise to process services related to centralized system operations, fault isolation, system administration, management of maintenance services, system configuration, including reconfiguration of data sources and data connectivity to restore operations, assistance to first level and on-site support. This level performs end-to-end service monitoring and takes actions to resolve the incident and recover the services impacted.

B.6.3.1.2.2 The 2nd Level Support Process implements the Problem Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent;

B.6.3.1.2.3 The Problem Management process receives the TT from the Service Desk and performs the following tasks:

B.6.3.1.2.3.1 (Re-)evaluation of TT category, criticality and priority,

B.6.3.1.2.3.2 Identification of the root cause of the issue (e.g. by issue replication testing),

B.6.3.1.2.3.3 Identification of workarounds,

B.6.3.1.2.3.4 Identification and initial planning of possible short, medium and long-term solutions (e.g. Workarounds, Patches, or new Baseline or CI Releases),

B.6.3.1.2.3.5 Create Problem Analysis Report and Change Request (CR) incl. schedule of implementation, and synchronisation with the Baseline Maintenance process;

B.6.3.1.2.3.6 Presentation of the Problem Analysis Report and CR to the Change Control Board (CCB) for approval,

B.6.3.1.2.3.7 Monitor and Control the approved CR during implementation,

B.6.3.1.2.3.8 Trigger 3rd Level Support and/or 3rd Level Maintenance process to implement the CR;

B.6.3.1.2.3.9 Perform the post- CR implementation review.

B.6.3.1.3 Third level support (centralized)

B.6.3.1.3.1 It consists of central service management, central problem isolation and resolution, system-level maintenance, local repairs or spares provision, and management of deficiencies and warranty cases, beyond the capability of the second level support.

B.6.3.1.3.2 The 3rd Level Support Process implements the Deployment and Release Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.

B.6.3.1.3.3 The Deployment and Release Management process receives the approved Change Request from the 2nd Level Support and performs the following tasks:

B.6.3.1.3.3.1 Release of the solution (release unit/record)

B.6.3.1.3.3.2 Development of the solution (e.g. new CI Fix, Repair, Replacement, Patch, or Release),

B.6.3.1.3.3.3 Testing of the solution (e.g. Regression testing, issue/deficiency replication testing),

B.6.3.1.3.3.4 Update of Baseline content and status,

B.6.3.1.3.3.5 Delivery and deployment of the solution.

B.6.3.1.4 Fourth level support (OEM/vendor)

B.6.3.1.4.1 It consists of off-site factory/vendor problem resolution and maintenance, beyond the capability of third level support.

## **B.7. Support scenarios**

B.7.1. The support concept is the apportionment of maintenance activities:

B.7.1.1. NATO Maintenance Task (NMT) will be performed by NATO personnel (military or civilian),

B.7.1.2. Industry Maintenance Task (IMT) will be performed by industry personnel under Warranty or Post Warranty Arrangement.

B.7.2. Theoretically there are four possible scenarios:

B.7.2.1. NONO – NATO Owned / NATO Operated. If this approach is chosen the solution would be procured as a system and would be operated and maintained by NATO. The responsibilities for NATO maintenance levels are defined in the Maintenance Concept.

B.7.2.2. COCO – Contractor Owned / Contractor Operated. If this approach is chosen NATO would have the solution delivered by a contractor as a Service.

B.7.2.3. NOCO – NATO Owned / Contractor Operated. With this approach NATO would procure a system, but would “outsource” the Operation and Maintenance of it.

B.7.2.4. CONO – Contractor Owned / NATO Operated. This approach exists and is usually called “Financial leasing”.

B.7.3. For NONO and CONO scenario the Contractor shall agree with the Purchaser on maintenance levels commitments and develop a tailored logistic support concept based on a blended sharing of maintenance levels (this means that the Contractor shall apply the Maintenance Concept defined in the SOW):

B.7.4. For NOCO and COCO scenario the Contractor is responsible for all the Maintenance Levels (HL 1/2/3/4 and SL 1/2/3/4)

## **B.8. Maintenance and Support allocation**

