



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

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Βρυξέλλες, 06 Απριλίου 2022
Α.Π.: 1896

ΠΡΟΣ: ΥΠΟΥΡΓΕΙΟ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ
- ΓΔΑΕΕ/ΔΑΕΤΕ (μ.η.)

ΚΟΙΝ.: ΥΠΟΥΡΓΕΙΟ ΕΞΩΤΕΡΙΚΩΝ ΓΕΕΘΑ
- κ. Δ' Γενικό Διευθυντή - Γ2 Διεύθυνση
- Δ2 Διεύθυνση
ΥΠΟΥΡΓΕΙΟ ΑΝΑΠΤΥΞΗΣ
- Γενική Γραμματεία Εμπορίου (μ.η.)
- Γενική Γραμματεία Βιομηχανίας/
Διεύθυνση Διεθνών Βιομηχανικών
Σχέσεων (μ.η.)
ΤΕΧΝΙΚΟ ΕΠΙΜΕΛΗΤΗΡΙΟ ΕΛΛΑΔΟΣ
- Διεύθυνση Επαγγελματικής
Δραστηριότητας (μ.η.)

ΘΕΜΑ: Αίτηση Υποβολής Προσφορών Διαγωνιστικής Διαδικασίας RFQ-CO-115455-SGSBS, "PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS, a. Provision of non-protected modems (WP 1), b. Provision of SATCOM Convergence Routers (SCR) and Switches (WP 2), Project Serial: 2016/OCM03119"

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

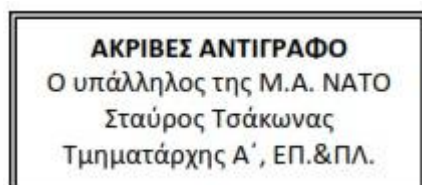
Καταληκτική ημερομηνία υποβολής προσφορών ορίζεται η **4^η Μαΐου τ.έ., 12:00 τ.ώ.**

Ενδιαφερόμενοι δύνανται αναζητήσουν πληροφορίες μέσω καθορισμένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 15 αιτήσεως).

Παρακαλούμε για τις ενέργειές σας.

Λ Α Μ Π Ρ Ι Δ Η Σ

Συν. σελ.: 317





NCIA/ACQ/2022/06708
05 April 2022

To: Distribution List

Subject: Request For Quotation: RFQ-CO-115455-SGSBS
PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS
Provision of non-protected modems (WP 1)
Provision of SATCOM Convergence Routers (SCR) and Switches (WP 2)
 Project Serial: 2016/OCM03119

Reference: A. AC/4(PP)D/28073-ADD1 dated 10 January 2022
 B. AC/4-DS(2022)0001 dated 14 March 2022

Dear Sir/Madam,

1. Your firm is hereby invited, in conformance with the terms of your active **Basic Ordering Agreement (BOA)** with the NCI Agency (NCIA), to participate in a BOA competition for the provision of the provision of:
 - a) Non-protected modems - Super High Frequency (SHF) Military Satellite Communications (MILSATCOM) Frequency Division Multiple Access (FDMA) Next Generation Non-Electronic Protective Measures (EPM) modems and associated services under Work Package 1 (WP1);
 - b) SATCOM Convergence Routers (SCRs) and switches under Work Package 2 (WP2).
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 12:00 HOURS (BRUSSELS TIME) ON 04 MAY 2022.**
3. The RFQ is divided into two separate Work Packages (WP), the Bidder may submit one bid for only one WP or two separate bids for each of the two WPs:
 - **Work Package 1 (WP1): *Provision of non-protected modems***
 - **Work Package 2 (WP2): *Provision of SATCOM Convergence Routers (SCR) and Switches***
4. The WPs will be evaluated separately, but the Purchaser may decide to award one single Contract combining both WPs in the event that the lowest compliant Bidder for the two WPs is the same Bidder.



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5. Contract Award will be made on a Firm Fixed Price Basis to the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions (Book I) attached to this letter.
6. The project is expected to be completed after 22 months for WP1 and after 9 months for WP2 from the Effective Date of Contract (EDC). One (1) calendar year warranty period will be required for the maintenance and support following the Final System Acceptance (FSA).
7. NCI Agency BOA holders from **28 NATO Nations** may submit a quotation in response to this RFQ (**except Montenegro and North Macedonia** as they are not part of the participating Nations for this project).
8. This Request for Quotation (RFQ) consists of the Bidding Instructions, including Administrative Certificates and Bidding Sheets (Book I) and the Prospective Contracts for each of the two Work Packages (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), BOA Contract General Provisions (Part III), and the Statement of Work with its Annexes (Part IV). The Statement of Work and the Annexes thereto set forth detailed specifications governing the performance requirements of the contract.
9. The overall security classification of this Request for Quotation is "NATO UNCLASSIFIED".
10. This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations. This RFQ shall not be published on the internet.
11. This RFQ does not constitute either a financial or contractual commitment at this stage.
12. Prospective Bidders are requested to complete and return the enclosed **'Acknowledgement of Receipt'** at Attachment A within 7 (seven) days of the date of this letter, informing the NCI Agency of their intention to bid/ not to bid. Firms are not bound by their initial decision, and if a firm decides to reverse its stated intention at a later date, it is requested to advise the NCI Agency by a separate communication.
13. Prospective Bidders are advised that the NCI Agency reserves the right to cancel, withdraw or suspend this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation, withdrawal or suspension occurs.
14. The reference for the RFQ is: **RFQ-CO-115455-SGSBS** and all correspondence concerning this RFQ should reference this number.

15. The Purchaser point of contact for all information concerning this Request for Quotation is:

NATO Communications and Information Agency
Acquisition
NATO Headquarters, Boulevard Leopold III
1110 Brussels, Belgium

Attn: Tiziana Pezzi, Principal Contracting Officer
Irina Barabancea, Contracting Officer

Email: **RFQCO115455SGSBS@ncia.nato.int**

FOR THE CHIEF OF ACQUISITION:

Tiziana Pezzi Digitally signed by
Tiziana Pezzi
Date: 2022.04.05
17:05:48 +02'00'



Tiziana Pezzi
Principal Contracting Officer

Enclosures:

Attachment A: Acknowledgement of Receipt of Request for Quotation

Attachment B: Request for Quotation RFQ-CO-115455-SGSBS



Attachment A

ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

RFQ-CO-115455-SGSBS

Please complete and return within 7 days by email to the POC

We hereby advise that we have received Request for Quotation **RFQ-CO-115455-SGSBS** 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.

Please specify the Work Package:

WP1

WP2

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

Company

Address

POC

Tel.

Fax

E-mail

Attachment B
REQUEST FOR QUOTATION
RFQ-CO-115455-SGSBS

Contents of Attachment B:

- a) BOOK I Bidding Instructions**
- b) BOOK II Prospective Contract (WP1)**
 - i. Part I Schedule of Supplies and Services
 - ii. Part II Contract Special Provisions
 - iii. Part III BOA Contract General Provisions
 - iv. Part IV Statement of Work (SoW)
- c) BOOK II Prospective Contract (WP2)**
 - i. Part I Schedule of Supplies and Services
 - ii. Part II Contract Special Provisions
 - iii. Part III BOA Contract General Provisions
 - iv. Part IV Statement of Work (SoW):

**DISTRIBUTION LIST FOR REQUEST FOR QUOTATION
RFQ-CO-115455-SGSBS**

Offerors (sent separately in electronic version)

NATO Delegations (Attn: Investment Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Netherlands	1
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Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
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The United Kingdom	1
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<u>Belgian Ministry of Economic Affairs</u>	1

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

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

SACTREPEUR
Attn: Infrastructure Assistant

Strategic Commands *(as applicable to funding source)*

SACT Attn: ACOS C4ISR

ACO Attn: SPT CIS Director

NATEXs

All NATEXs

NCI Agency (Internal distribution)



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REQUEST FOR QUOTATION

RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

Provision of non-protected modems (WP 1)

Provision of SATCOM Convergence Routers (SCR) and Switches (WP 2)

Authorisation/Serial No.

AC/4(PP)D/28073-ADD1 dated 10 Jan 2022

AC/4-DS (2022)0001 dated 14 Mar 2022

**PROJECT NO:
2016/0CM03119**

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Annex B	Certificates
Annex C	Cross Reference/Compliance Table
Annex D	Clarification Requests forms

BOOK II - THE PROSPECTIVE CONTRACT - Provision of non-protected modems (WP 1)

	Signature Sheet
Part I	Schedule of Supplies and Services
Part II	Contract Special Provisions
Part III	BOA Contract General Provisions
Part IV	Statement of Work

**BOOK II - THE PROSPECTIVE CONTRACT - Provision of SATCOM Convergence Routers (SCR)
and Switches (WP 2)**

	Signature Sheet
Part I	Schedule of Supplies and Services
Part II	Contract Special Provisions
Part III	BOA Contract General Provisions
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Agence OTAN d'information et de communication

RFQ-CO-115455-SGSBS

BOOK I

BIDDING INSTRUCTIONS

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1 INTRODUCTION

1.1 The scope of this Request for Quote (RFQ) is to establish one or two Contracts for the provision of satellite communications non-protected modems under WP1 and routers and Ethernet switches under WP2, to be installed across the fleet of NATO static, transportable and deployable ground terminals in accordance to the Statement of Work (Book II, Part IV) along with the capability and the related responsibilities, effort and services to be provided by the Bidder.

1.2 The RFQ will be divided into two separate portions in consideration of the two separate Work Packages which are each associated to a separate prospective contract:

- a) **WP1 – Provision of non-protected modems** for the acquisition of Super High Frequency (SHF) Military Satellite Communications (MILSATCOM) Frequency Division Multiple Access (FDMA) Next Generation Non-Electronic Protective Measures (EPM) modems.
- b) **WP2 - Provision of SATCOM Convergence Routers (SCR) and Switches** for the acquisition of COTS routers with MPLS and IPSEC functionality in multiple configurations and including accessories, and COTS Ethernet switches with MACSEC functionality and including accessories.

1.3 For each Work Package, the selected Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part IV) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at times and place, stated in the prospective Contract.

1.4 The Bidder may submit one Bid for only one Work Package, or two separate Bids for each of the two Work Packages.

1.5 Award of the Contract(s) will be made on a Firm Fixed Price Basis to the Lowest Priced, Technically Compliant Bidder(s).

1.6 The Purchaser may decide to award one single Contract combining both Work Packages in case the lowest compliant Bidder for the two Work Packages is the same Bidder.

1.7 This RFQ is issued and shall be conducted under the revised NATO Procedure: *“Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version”*, Ref: AC/4- D(2019)0004 (INV).

1.8 The security classification of this RFQ is **NATO UNCLASSIFIED**.

1.9 For the purpose of the performance under the Contract, the selected Contractor shall be required to handle and store classified material up to the level of “NATO SECRET” and shall therefore possess at the time of Contract award the appropriate facility and personnel clearances. Should the selected Contractor be unable to perform the Contract due to the fact that the facility clearance has not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension

of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.

1.10 The selected Contractor personnel working at NATO sites are required to possess a security clearance of "NATO SECRET", which shall be 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.

1.11 All NATO CLASSIFIED material entrusted to the Bidder shall be handled and safeguarded in accordance with applicable security regulations. The selected Contractor shall be required to possess a Facility clearance of "NATO SECRET" for those sites in which it intends to handle and store NATO classified material in the conduct of work under this Contract. This requirement applies also to all facilities and personnel involved in this RFQ as a result of agreements issued by the Bidder for the effort of submitting a bid.

1.12 Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. The Bidders are informed that the Prospective Contractor shall conform to the above requirements at the time of the Contract Award.

1.13 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.

1.14 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of the Bidding Instructions entitled "Requests for RFQ Clarifications".

1.15 The target date for Contract(s) Award is September 2022.

2 GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.1.2 The term “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.

2.1.3 The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

2.1.4 The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.

2.1.5 The term “Contractor” refers to a firm of a participating country which has signed a Contract under which it will perform a service, manufacture a product, or carry out work for NATO.

2.1.6 The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):

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

2.1.7 The term “Purchaser” refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).

2.1.8 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

2.2.1 Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.

2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

2.2.3 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.

2.2.4 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.

2.2.5 Bidders are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium- type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Prime Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Prime Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Prime Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Prime Contractor” shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.3 BID DELIVERY AND BID CLOSING

2.3.1 All Bids shall be in the possession of the Purchaser at the e-mail address given below in paragraph 2.3.2 below before **12:00 Hours (Brussels Time) on 04 MAY 2022**, at which time and date Bidding shall be closed.

2.3.2 Bidders are requested to submit their bid in **electronic format only** to the following email addresses:

E-mail for Work Package 1 (WP1)	RFQCO115455SGSBS.Bids.WP1@ncia.nato.int
E-mail for Work Package 2 (WP2)	RFQCO115455SGSBS.Bids.WP2@ncia.nato.int

2.3.3 The Bid for each Wok Package shall consist of **three (3) separate subject emails**:

2.3.3.1 For the **first e-mail** the subject line shall read: “**RFQ-CO-115455-SGSBS – Official Bid for [company name] – Part 1 - Administrative Package for WP [reference of the work package]**”. The e-mail content shall be as described in paragraph 3.1.4 and 3.1.5, Part I: Bid Administration Package 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-115455-SGSBS – Official Bid for [company name] – Part 2 - Price Proposal - for WP [reference of the work package]**”. The e-mail content shall be as described in paragraph 3.1.4 and 3.1.5 Part II: Price Proposal 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-115455-SGSBS – Official Bid for [company name] – Part 3 – Technical Proposal - for WP [reference of the work package]**”. The e-mail content shall be as described in paragraph 3.1.4 and 3.1.5, Part III: Technical Proposal below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails

may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

2.3.4 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award.

2.3.5 It is the responsibility of the Bidder to ensure that the Bid submission is duly completed by the specified Bid closing time and date. If a Bid 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 Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

(a) Of the content of the Bid as originally submitted; and,

(b) That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.3.6 Consideration of Late Bid – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing Date and Time. A late Bid shall only be considered for award under the following circumstances:

2.3.6.1. A Contract has not already been awarded pursuant to the RFQ, and;

2.3.6.2. The Bid was sent to the e-mail address specified in the RFQ and the delay was solely the fault of the Purchaser.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

2.4.1 The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the Point of Contact specified in paragraph 2.5 below and shall arrive **not later than fourteen (14) days before the closing date of the bid**. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser. Bidders are requested to note that due to the timelines of this RFQ, the Purchaser does not encourage requests for extension of the bid closing date.

2.5 PURCHASER POINT OF CONTACT

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

NATO Communications and Information Agency
Acquisition
NATO Headquarters, Boulevard Leopold III
1110 Brussels, Belgium

Attn: Tiziana Pezzi, Principal Contracting Officer
Irina Barabancea, Contracting Officer
Email: RFQCO115455SGSBS@ncia.nato.int

2.6 REQUESTS FOR RFQ CLARIFICATIONS

2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.

2.6.2 All questions and requests for clarification must be submitted in writing using the format in Annex D, in a computer readable format (such as PDF, MS Word, Excel etc.). 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 POC specified in paragraph 2.5 above and shall arrive **not later than fourteen (14) days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in paragraph 2.6.3 below.

2.6.3 The Purchaser may provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.

2.6.4 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.

2.6.5 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.

2.6.6 It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mean used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded). The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to this prescription. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible.

2.6.7 Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal RFQ amendment in accordance with paragraph 2.8 below.

2.6.8 The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).

2.6.9 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers,

and/or the formal RFQ amendment, shall be incorporated by the Bidder in its bid.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.

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

2.8 AMENDMENT OF THE REQUEST FOR QUOTE

2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt (Annex B-2) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in paragraph 2.6 or may be an independent action on the part of the Purchaser.

2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.

2.8.3 In no case, however, will the closing date for receipt of bids be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing as detailed in paragraph 2.3. Such modifications shall be considered as an integral part of the submitted bid.

2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more

favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

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

2.10 BID VALIDITY

2.10.1 Bidders shall be bound by the term of their bids for a period of **six (6) months** starting from the Bid Closing Date specified in paragraph 2.3.1.

2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in paragraph 2.10.1. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

- (a) Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
- (b) Refuse this extension of time and withdraw the bid without penalty.

2.10.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.11 CANCELLATION OF REQUEST FOR QUOTES

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 Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a bid in response to this RFQ.

2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.12.1. The Purchaser will communicate answers to requests for clarification and amendments to this RFQ to the prospective Bidders as soon as practicable.

2.12.2. Bidders are cautioned that the Purchaser will rely exclusively on electronic mail communication to manage all correspondence related to this RFQ, including RFQ Amendments and clarifications. All bidders are consequently strongly encouraged to provide

accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

2.12.3. Bidders are cautioned that **electronic transmission of documentation which contains classified information is not permissible.**

2.13 SUPPLEMENTAL AGREEMENTS

2.15.1 Bidders are required, in accordance with the certificate at Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/ NCI Agency as a condition of Contract performance.

2.15.2 Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.

2.15.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

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

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

2.15.6 Supplemental agreement that contradicts the Terms of the Contract in a cardinal manner may result in a determination that the Bid is not compliant with the terms of the RFQ, and in rejection of the Bid.

2.15.7 Any supplemental agreements issued in final form by the government(s) resulting 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.

2.14 NOTICE OF LIMITATIONS ON USE OF INTELLECTUAL PROPERTY DELIVERED TO THE PURCHASER

2.14.1 Bidders are instructed to review Clause 30 of the Prospective Contract General Provisions set forth under Part III of Book II herein. These Clauses set forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property developed and/or delivered under the Prospective Contract or used as a basis of development under the Prospective Contract.

2.14.2 Bidders are required to disclose, in accordance with Annex B-12, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required

to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.

2.14.3 Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in Clause 30 of Prospective Contract General Provisions, or any other provision of the Contract concerning use or dissemination of such Intellectual Property.

2.14.4 Bidders are reminded that restrictions on use or dissemination of Intellectual Property conflicting with Clause 30 or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of non-compliant bid.

2.15 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

2.15.1 Bidders are requested to note that, in accordance with the Certificate at Annex B-8 hereto, Bidders shall provide documentary evidence that the Bidder possesses 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.

2.15.2 Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.

2.15.3 If the Bidder is offering 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 Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-8 in the Bid Administration Package.

2.15.4 Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

3 BID PREPARATION INSTRUCTIONS

3.1 GENERAL

3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant and eliminated from further consideration.

3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.

3.1.3 The Bidder **shall not restate** the RFQ requirements in confirmatory terms only. Bids shall provide the level of detail necessary for the Purchaser to make an objective assessment of what is being offered and whether such an offer meets the requirements of the prospective Contract. Bidders are advised that Bids that fail to provide such a level of detail or that address salient aspects of the RFQ in a cursory manner may be declared non-compliant without recourse to further clarification.

3.1.4 **Bidders shall prepare their bid for one or both RFQ Work Packages in 3 distinct and separated parts in the following quantities for each Work Package:**

- | | |
|--------------------------------------|------------------------|
| (a) Administrative Package (Part 1): | Electronic Submission; |
| (b) Price Proposal (Part 2): | Electronic Submission; |
| (c) Technical Proposal (Part 3): | Electronic Submission. |

3.1.5 Detailed requirements for the structure and content of each of these parts are contained in the paragraph 3.2.

3.1.6 If no specific format has been established for electronic versions in the Prospective Contract Statement of Work, Bidders shall deliver their bid in an electronic format which is best suited for review and maintenance by the Purchaser (MS Project, MS Excel, MS Word, PDF).

3.1.7 Bid documentation text, figures and tables shall be **readable** and **searchable**.

3.1.8 All documentation submitted as part of the Bid shall be classified no higher than **"NATO UNCLASSIFIED"**.

3.1.9 Partial Bids and/or bids containing conditional statements will be declared non-compliant.

3.1.10 Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part in the resulting Contract.

3.1.11 Bids and all related documentation submitted as part of the Bid shall be in the English language.

3.2 PACKAGING AND MARKING OF BIDS

3.2.1 The complete Bid for each Work Package 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 Bidding Instructions.

3.2.2 All e-mails submitted shall be **less than 20MB** and shall **not be password-protected**.

3.2.3 The proposal for each Work Package shall be sent via separate e-mails to the Bid Delivery e-mail address as specified in paragraph 2.3.3 and in accordance with paragraph 3.2.2 above.

For Work Package 1 (WP1)	
Part	Format and Quantity Details
I: Bid Administrative Package	<p><u>One (1) .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 PDF File with scanned copies of the certificates with physical signatures or 1 PDF File with the original certificates digitally signed of the prescribed certifications; ✓ All of the required contents are outlined in Section 3.3
II: Price Proposal Package	<p><u>One (1) .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 PDF file with the signed Annex A-3 Contractor Pricing Summary; • 1 Excel file, using the Bidding Sheets template provided with the RFQ; • 1 PDF file of the Bidding Sheets. ✓ All of the required contents are outlined in Section 3.4
III: Technical Proposal Package	<p><u>One (1) .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • Draft Project Implementation Plan (PIP) • Technical Data Package • TRANSEC Certificate • Annex: Bid Requirements Cross-Reference / Compliance Table: 1 MS Word/ Excel file ✓ If necessary, the technical volume may be separated into more than one email. Maximum email size per each email is 20MB. ✓ All of the required contents are outlined in Section 3.5

For Work Package 2 (WP2)	
Part	Format and Quantity Details
I: Bid Administrative Package	<p><u>One (1) .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 PDF File with scanned copies of the certificates with physical signatures or 1 PDF File with the original certificates digitally signed of the prescribed certifications; <p>✓ All of the required contents are outlined in paragraph 3.3</p>
II: Price Proposal Package	<p><u>One (1) .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 PDF file with the signed Annex A-3 Contractor Pricing Summary; • 1 Excel file, using the Bidding Sheets template provided with the RFQ; • 1 PDF file of the Bidding Sheets. <p>✓ All of the required contents are outlined in paragraph 3.4</p>
III: Technical Proposal Package	<p><u>1 .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • Draft Project Implementation Plan (PIP) • Technical Data Package • Annex: : Bid Requirements Cross-Reference / Compliance Table: 1 MS Word/ Excel file <p>✓ If necessary, the technical volume may be separated into more than one email. Maximum email size per each email is 20MB.</p> <p>✓ All of the required contents are outlined in paragraph 3.5</p>

3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)

3.3.1 For each/ both Work Packages of this RFQ, the Bid Administrative Package shall include in accordance with paragraph 3.2 a ZIP file submitted by email comprised of the required documents.

3.3.2 No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administrative package. Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.3.3 For each/ both of the Work Packages of this RFQ, the Bid Administrative Package shall include the certificates set forth in the ANNEX B to these Bidding Instructions, signed by an authorised representative of the Bidder. **The text of the certificates must not be altered in any way.** Within the Package the bidder shall include the signed electronic copies of the certificates – with physical/ electronic signatures - set forth in Annex B hereto, specifically:

3.3.3.1 Annex B-1 – Certificate of Legal Name of Bidder

- 3.3.3.2 Annex B-2 – Acknowledgement of Receipt of RFQ Amendments and Responses to Clarification Requests
- 3.3.3.3 Annex B-3 – Certificate of Independent Determination
- 3.3.3.4 Annex B-4 – Certificate of Bid Validity
- 3.3.3.5 Annex B-5 – Certificate of Exclusion of Taxes, Duties and Charges
- 3.3.3.6 Annex B-6 – Comprehension and Acceptance of Contract Special and General Provisions
- 3.3.3.7 Annex B-7 – Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- 3.3.3.8 Annex B-8 – Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent Standards
- 3.3.3.9 Annex B-9 – List of Prospective Sub-Contractors/Consortium Members
- 3.3.3.10 Annex B-10 – Bidder Background IPR
- 3.3.3.11 Annex B-11 – List of Sub-Contractors IPR
- 3.3.3.12 Annex B-12 – Certificate of Origin of Equipment, Services, and Intellectual Property
- 3.3.3.13 Annex B-13 – Disclosure of Involvement of Former NCI Agency Employment

3.3.4 Concerning the certificates mentioned under paragraph 3.3.3, Bidders shall note the following:

3.3.4.1 For Annex B-7 - *Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements*

In accordance with Par. 2.14, the Bidder shall attach to the Certificate a prospective text of such Agreements, as applicable. With this Certificate Bidders are required to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions, Technical Assistance Agreements, and end user agreements or undertakings. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged. The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.

3.3.4.2 For Annex B-9 – *List of Prospective Sub-Contractors/Consortium Members*. Bidders shall identify by name, project role, and country of origin all significant sub-contractors whose estimated **value of the subcontract is expected to equal or exceed EUR 125,000. If there are no sub-contractors involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.**

Bidders are reminded that as per Prospective Contract General Provisions Clause 9, none of the work shall be performed other than by firms from and within **NATO Participating Countries**.

3.3.4.3 For Annex B-12 – *Certificate of Origin of Equipment, Services, and Intellectual Property*

Bidders are reminded that as per Prospective Contract General Provisions Clause 9, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by firms other than from and within **NATO Participating Countries**.

3.3.4.4 For Annex B-8 – *Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent Standards*

The Bidder shall attach to the Certificate a copy of the company's AQAP 2110 or ISO 9001 Certification.

3.4 PREPARATION OF THE PRICE PROPOSAL PACKAGE (PART 2)

3.4.1 The Price Proposal Package shall be prepared and submitted in the form of completed Bidding Sheets in accordance with Section 3 and ANNEX A – BIDDING SHEETS of these instructions. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.

3.4.2 The Price Proposal Package must be submitted by email as a one (1) ZIP file, containing the following documentation provided in paragraph 3.1.4, 3.1.5, 3.2.2 and 3.2.3 above:

3.4.2.1 Scanned signed copy of the Annex A-3 Contractor Pricing Summary;

3.4.2.2 Completed Bidding Sheets (Excel) provided in Annex A-1 of Book I including the following: CLIN Summary tab (the Schedule of Supplies and Services, including the Optional CLINs), as well as Offer Summary tab, Labour, Material, Travel and ODC (Other Direct Costs) Price Breakdown Bidding tab, and the Rates tab.

3.4.2.3 One (1) PDF of the Bidding Sheets under Annex A-1 of Book I;

3.4.3 Bidders shall prepare their Price Proposal by completing the yellow highlighted sections of the Bidding Sheets referred in paragraph 3.4.2.2 above, in accordance with the instructions specified in Annex A-2 and the Bidding Sheets of Book I.

3.4.4 The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. 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.

3.4.5 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets (Annex A-2). This includes Firm Fixed Prices for all CLINs. Prices cannot be embedded/ included in other prices. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out all yellow fields, may render the bid non-compliant.

3.4.6 Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.

3.4.7 Bidders are responsible for the accuracy of their Price Proposals. Price Proposals 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. In the case of inconsistencies between the Excel version of the Bidding Sheets and the PDF version of the Bidding Sheets, the PDF version will be considered by the Purchaser to have precedence over the Excel version.

3.4.8 Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

3.4.8.1 The currency is of a "Participating Country" in the project, and

3.4.8.2 The Bidder can demonstrate, either through sub-Contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency.

3.4.9 All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Proposal. Certificate Annex B-9 shall be consistent with Price Proposal Package.

3.4.10 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.

3.4.11 Bidders shall therefore exclude from their Price Proposal all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5. 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.

3.4.12 Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A-1, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered to specified destination “Delivery Duty Paid (DDP)”, 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.

3.4.13 The Bidder’s attention is directed to the fact that the Price Proposal shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.4.14 When completing the Bidding Sheets, a unit price and total fixed price for each

specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding 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 Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

3.4.15 Any adjustment or discount to prices should be clearly traceable to the lowest level of break down in the bidding sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the Bid non-compliant.

3.4.16 The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I, Annex B-9.

3.4.17 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise any of the optional line items, and that the Purchaser bears no liability should it decide not to exercise such options (totally or partially). Further, the NCI Agency reserves the right to order another Contractor to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.

3.5 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

3.5.1. The Bidder shall prepare and submit, in accordance with the format and quantity details specified in paragraph 3.2.2 and 3.2.3 separate Technical Proposal for each Work Package: *Provision of non-protected modems (WP 1)* and/or *Provision of SATCOM convergence routers (SCR) and switches (WP 2)*. The Technical Proposal shall have a confirmation that all requirements in SOW are included in the proposed solution.

3.5.2 Technical Description for Work Package 1

3.5.2.1 The Technical Proposal shall include:

- a) A Bid version of the Project Implementation Plan (PIP) as detailed in the SOW for the relevant Work Package, to present the Bidder's proposal.
- b) A Technical Description of the provided equipment and systems, demonstrating and substantiating the compliance to the SRS (Annex A to the SOW) as per the instructions included herein.
- c) A TRANSEC Certificate in accordance with paragraph 3.5.2.4.
- d) A completed Cross Reference/Compliance Table (Annex C of these instructions).

3.5.2.2 The **Bid version of the Project Implementation Plan (PIP)** shall address each

of the PIP sections, as requested in the Section 3.3 of the SOW and as implied by the related sections of the SOW at 3.3.

- 3.5.2.2.1 The Bid version of the PIP shall include a Project Overview, which shall provide an executive summary of the offered equipment and services.
 - 3.5.2.2.2 The bid version of the PIP shall include a draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.
 - 3.5.2.2.3 The bid version of the PIP shall include a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SOW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
 - 3.5.2.2.4 The bid version of the PIP shall include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 5 of the SOW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.
 - 3.5.2.2.5 The bid version of the PIP shall include a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 6 of the SOW (configuration control, engineering change proposals, deficiencies, accounting and auditing).
 - 3.5.2.2.6 The bid version of the PIP shall include a draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SOW (quality assurance processes, performance and conformity).
 - 3.5.2.2.7 The bid version of the PIP shall include a draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.
 - 3.5.2.2.8 The bid version of the PIP shall also include a curriculum vitae and security clearance information for the personnel proposed for the project.
- 3.5.2.3 The Bidder shall include with his Bid a **Technical Description of the provided equipment and systems** with detailed specifications and information as to convincingly demonstrate that the proposed equipment will meet the functional and technical requirements as set forth in the Prospective Contract. Failure to provide detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 3.5.2.3.1 For each Equipment Contract Line Item Number (CLIN), The Bidder shall provide all necessary documentation such as design documentation extracts, data or

specification sheets, first article or production test records, certificates, or operation and maintenance manuals.

- 3.5.2.3.1 The Bidder shall include a compliance table providing a compliance statement to each technical requirement of the SOW Annex A, including a cross reference to the respective Sections/Paragraphs of the Technical Proposal where the associated substantiating information can be found.
- 3.5.2.3.2 The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the functional requirements listed in the SATCOM Network Architecture Driven Requirement Section 3.2 of the SOW Annex A. Emphasis shall be brought on the ACM and VCM mechanisms, VLAN mapping, interfaces, protocols, procedures and quantifying factors applicable to modems operating in star, mesh, point-to-point and point-multipoint networks.
- 3.5.2.3.3 The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the functional requirements listed in the Waveform and Data Rate Requirement Section 3.4 of the SOW Annex A.
- 3.5.2.3.4 The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet all transmit and receive performance requirements listed in the Performance Requirements Section 4.1 of the SOW Annex A.
- 3.5.2.3.5 The Bidder shall include detailed descriptions and information of all modem interfaces as to convincingly demonstrate that the proposed equipment will meet the requirements listed in the Interface Requirements Section 4.2 of the SOW Annex A.
- 3.5.2.3.6 The Bidder shall include detailed descriptions and information of all control and monitoring interfaces of the proposed equipment, as to convincingly demonstrate that the proposed equipment will meet the requirements as described in the Monitoring and Control Requirements Section 4.3 of the SOW Annex A. The provided information shall specifically encompass the local man-machine interface available from the front panel and from the external monitoring and control interface, and specifically include the protocol and catalogue of messages. A preliminary ICD (Interface Control Document) and IDD (Interface Design Document) shall be provided.
- 3.5.2.3.7 The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the requirements as described in the Mechanical and Environmental Requirements Section 4.7 of the SOW Annex A. This will specifically include the provision of blueprints with dimensions, photographs, cooling requirements, mounting points, size, weight and consumption figures, as well as the commented results of already performed

mechanical, environmental and EMC test results.

3.5.2.3.8 The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the specific functional and technical requirements described in the Small Form Factor Modem Requirements Appendix B of the SOW Annex A.

3.5.2.3.9 The Bidder shall include in his description of the Small Form Factor Modem (SFFM), the physical dimensions and interfaces, supported by pictures and drawings, supplemented by examples of previous integration into deployable terminals.

3.5.2.4 TRANSEC Certificate

3.5.2.4.1 The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the functional requirements listed in the TRANSEC Requirements Section 3.3 of the SoW Annex A. Emphasis shall be brought to the TRANSEC mechanisms, interfaces, protocols, procedures applicable to modems operating in star, mesh, point-to-point and point-multipoint networks. TRANSEC key generation and management including key loading, update and rollover functions shall also be described.

3.5.2.4.2 The Bidder shall provide a TRANSEC Certificate including a copy of the Certificate/ Letter issued by a National CIS Security Authority (NCSA) which declares that the cryptographic algorithm implemented in the TRANSEC product mechanism is approved by the NCSA for the protection of unclassified information. In the absence of such Certificate/Letter, the Bidder shall provide the status of the NCSA approval also providing the forecast for obtaining such approval.

3.5.2.4.3 Prior to Contract award/ signature, the Bidder shall provide the original Certificate/ Letter issued by National CIS Security Authority (NCSA) which declares that the cryptographic algorithm implemented in the TRANSEC product mechanism is approved by the NCSA for the protection of unclassified information.

3.5.2.4.4 Bidders are advised that Contract signature will not be delayed in order to allow the processing of TRANSEC Certificate/ Letter of National CIS Security Authority (NCSA) and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time due to the fact that the Bidder does not possess the required TRANSEC Certificate/ Letter issued by National CIS Security Authority (NCSA), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. The Bidders are informed that the Prospective Contractor shall conform to the above requirements at the time of the Contract Award.

3.5.2.5 The Bidder shall include the completed **Technical Proposal Cross Reference/Compliance Table** (Annex C of these instructions). The completed Table shall serve as an index for the Purchaser's Technical

Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

3.5.3 Technical Description Work Package 2

3.5.3.1 The Technical Proposal shall include:

- a) A Bid version of the Project Implementation Plan (PIP) as detailed in the SOW for the relevant Work Package, to present the Bidder's proposal.
- b) A Technical Description of the provided equipment, demonstrating and substantiating the compliance to the SRS (Annex A to the SOW) as per the instructions included herein.
- c) A completed Cross Reference/Compliance Table (Annex C of these instructions).

3.5.3.2 The **Bid version of the PIP** shall address each of the PIP sections, as requested in the Section 3.3 of the SOW and as implied by the related sections of the SOW at 3.3.

3.5.3.2.1 The bid version of the PIP shall include a Project Overview, which shall provide an executive summary of the offered equipment and services.

3.5.3.2.2 The bid version of the PIP shall include a draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.

3.5.3.2.3 The bid version of the PIP shall include a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).

3.5.3.2.4 The bid version of the PIP shall include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 5 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.

3.5.3.2.5 The bid version of the PIP shall include a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 6 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).

3.5.3.2.6 The bid version of the PIP shall include a draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SoW (quality assurance processes, performance and conformity).

- 3.5.3.2.7 The bid version of the PIP shall include a draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.
- 3.5.3.2.8 The bid version of the PIP shall also include a curriculum vitae and security clearance information for the personnel proposed for the project.
- 3.5.3.3 The Bidder shall include with his Bid a **Technical Description of the provided equipment** with detailed specifications and information as to convincingly demonstrate that the proposed equipment will meet the functional and technical requirements as set forth in the Prospective Contract. Failure to provide detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 3.5.3.3.1 For each Equipment Contract Line Item Number (CLIN) the Bidder shall include in his bid a detailed list of the COTS hardware and software proposed to be supplied as part of that CLIN.
- 3.5.3.3.2 For all hardware (including modules and removable connectors or plug-in appliques) and software (including modules, firmware and operating systems) the product name, manufacturer name, manufacturer's part number, version, included features and included licenses shall be stated.
- 3.5.3.3.3 The Bidder shall include in his bid detailed specification sheets for all hardware and software which documents the satisfaction of the requirements of the Section 2 of Annex A of the SoW.
- 3.5.3.4 The Bidder shall include the completed **Technical Proposal Cross Reference/Compliance Table** (Annex C of these instructions). The completed Table shall serve as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

4 BID EVALUATION

4.1 GENERAL

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

4.1.2 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.

4.1.3 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the Bidder(s) whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

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

4.1.5 The Bidder shall furnish with its Bid all information requested by the Purchaser in Book I, Section 3, Bid Preparation Instructions. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.

4.1.6 During the evaluation, the Purchaser may request clarification of the bid from the Bidder(s), and the Bidder(s) shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.

4.1.7 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.

4.1.8 The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed Subcontractors.

4.1.9 The evaluation will be conducted in accordance with the Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and

Information Agency – 2019 version set forth in the NATO document AC/4-D(2019)0004 (INV).

4.1.10 The Contract(s) resulting from this RFQ will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this RFQ for each Work Package. The evaluation will be conducted in accordance with NATO Procedures. Evaluation of this RFQ will be conducted in accordance with the “One Envelope” procedure in which only the Technical Proposal of the lowest priced Bid is evaluated for compliance with the requirements of the RFQ. For each WP, the Bidder who has offered the lowest priced, technically compliant Bid will then be offered the Contract for award.

4.2 ADMINISTRATIVE EVALUATION

4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:

- (a) The Bid was received by the Bid Closing Date and Time in accordance with paragraph 2.3.1;
- (b) The Bid was submitted and marked properly in accordance with section 3.2;
- (c) The Bid Administrative Package contains the signed electronic copies of the required Certificates set forth in ANNEX B – *Prescribed Administrative Forms and Certificates* hereto as listed in section 3.3 and complies with the formal requirements established in section 3.1 and 3.2 above. The text of the certificates was not altered in any way, and the certificates contain the required attachments

4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

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

4.3 PRICE EVALUATION

4.3.1 The Bidder’s Price Quotation

4.3.1.1 The Bidder’s Price Quotation will be first assessed for compliance against the standards detailed in the following paragraphs. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.3.1.2 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section 3 and the Instructions for Contractor’s Bidding Sheets (Annex A-2 hereto), in particular:

- a. The Bidder has furnished Firm Fixed Prices for all items listed. Prices cannot be embedded/ included in other prices. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out all yellow fields, may render the bid non-compliant.
- b. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- c. Bid prices include all costs for items supplied, delivered, and supported.
- d. All prices have been accurately entered into appropriate columns, and accurately summed up.
- e. The Bidder has provided accurate unit price, and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
- f. The totals per CLIN and the bid grand total are accurate.
- g. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- h. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of paragraph 3.4 are met.
- i. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- j. Price quotes for each individual item(s) and totalled prices are accurate, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)), adequate and traceable.

4.3.1.3 Price Quotation does not contain any document and/or information other than the priced copies of the Bidding Sheets. 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.

4.3.1.4 The Price Quotation meets requirements for price realism and balance as described in paragraph 4.3.4.

4.3.1.5 Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.

4.3.2 Basis of Price Comparison and Award(s)

4.3.2.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

4.3.2.2 The price comparison will be based on the offered Grand Total Firm Fixed Price, which includes all evaluated CLINs in the Bidding Sheets.

4.3.3 Inconsistencies and discrepancies in bid price quotation

4.3.3.1 In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of precedence shall apply:

4.3.3.1.1 PDF copy of the completed Bidding Sheets:

- (a) Schedule of Supplies and Services total to be evaluated Bid Price as indicated by the Bidder;
- (b) Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).

4.3.3.1.2 Microsoft Excel copy of the completed Bidding Sheets:

- (a) Schedule of Supplies and Services Total to be Evaluated Bid Price as indicated by the Bidder;
- (b) Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).

4.3.4 Price Realism

4.3.4.1 Otherwise successful Bidders that submit a price quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.

4.3.4.2 Indicators of an unrealistically low bid may be the following, amongst others:

- a. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- b. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- c. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

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

- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered

price, or to withdraw from the competition.

b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

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

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

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

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

4.4 TECHNICAL EVALUATION

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

4.4.2 Technical Proposal for Work Package 1

RFQ REFERENCE	EVALUATION CRITERIA
PIP	
SoW Section 3.3	The bid PIP has included a Project Overview to provide an executive summary of the offered equipment and services.

SoW Section 3.3	The bid PIP has included a draft version of the Project Management Plan (PMP), defining how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods.
SoW Section 3.3 and 4	The bid PIP has included a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTP has included the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
SoW Section 3.3 and 5	The bid PIP has included include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 5 of the SoW, describing for each the content issued during the contract execution to show the concept, understanding and commitment of each activity.
SoW Section 6	The bid PIP has included a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures, in accordance with Section 6 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).
SoW Section 7	The bid PIP has included a draft version of the Quality Assurance Plan (QAP) describing how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SoW (quality assurance processes, performance, and conformity).
SoW Section 3.3	The bid version of the PIP has included a draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery date and all the tasks associated with them.
SoW Section 3.3	The PIP has included a curriculum vitae and security clearance information for the personnel proposed for the project.
Technical Description	
SoW Annex A SRS	The Bidder shall have included with his Bid a Technical Description of the provided equipment and systems with detailed specifications and information as to convincingly demonstrate that the proposed equipment will meet the functional and technical requirements as set forth in the Prospective Contract. Failure to provide detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.
SoW Annex A SRS	For each Equipment Contract Line Item Number (CLIN) the Bidder shall have included a detailed list of the COTS hardware and software components proposed to be supplied as part of that CLIN. The product's name, manufacturer name, and manufacturer's part number, version, or release number shall have been stated. If a generic or non-vendor specific component is proposed, the Bidder shall have provided the item name and specifications.

SoW Annex A SRS	The Bidder shall have included a compliance table providing a compliance statement to each technical requirement of the SoW Annex A, including a cross reference to the respective Sections/Paragraphs of the Technical Proposal, where the associated substantiating information can be found.
SoW Annex A SRS Section 3.2	The Bidder shall have included detailed descriptions and information as to convincingly demonstrate that the proposed equipment meets the functional requirements listed in the SATCOM Network Architecture Driven Requirement Section 3.2 of the SoW Annex A. Emphasis shall have been brought on the ACM and VCM mechanisms, VLAN mapping, interfaces, protocols, procedures and quantifying factors applicable to modems operating in star, mesh, point-to-point and point-multipoint networks.
SoW Annex A SRS Section 3.4	The Bidder shall have included detailed descriptions and information as to convincingly demonstrate that the proposed equipment meets the functional requirements listed in the Waveform and Data Rate Requirement Section 3.4 of the SoW Annex A.
SoW Annex A SRS Section 4.1	The Bidder shall have included detailed descriptions and information as to convincingly demonstrate that the proposed equipment meets all transmit and receive performance requirements listed in the Performance Requirements Section 4.1 of the SoW Annex A.
SoW Annex A SRS Section 4.1	The Bidder shall have included detailed descriptions and information of all modem interfaces as to convincingly demonstrate that the proposed equipment meets the requirements listed in the Interface Requirements Section 4.2 of the SoW Annex A.
SoW Annex A SRS Section 4.3	The Bidder shall have included detailed descriptions and information of all control and monitoring interfaces of the proposed equipment, as to convincingly demonstrate that the proposed equipment meets the requirements as described in the Monitoring and Control Requirements Section 4.3 of the SoW Annex A. The provided information shall have specifically encompassed the local man-machine interface available from the front panel and from the external monitoring and control interface, and specifically included the protocol and catalogue of messages. A preliminary ICD (Interface Control Document) and IDD (Interface Design Document) shall have been provided.
SoW Annex A SRS Section 4.7	The Bidder shall have included detailed descriptions and information as to convincingly demonstrate that the proposed equipment meets the requirements as described in the Mechanical and Environmental Requirements Section 4.7 of the SoW Annex A. This has specifically included the provision of blueprints with dimensions, photographs, cooling requirements, mounting points, size, weight and consumption figures, as well as the commented results of already performed mechanical, environmental and EMC test results.

Appendix B of the SoW Annex A.	The Bidder shall have included detailed descriptions and information as to convincingly demonstrate that the proposed equipment meets the specific functional and technical requirements described in the Small Form Factor Modem Requirements Appendix B of the SoW Annex A.
Appendix B of the SoW Annex A	The Bidder shall have included in his description of the Small Form Factor Modem (SFFM), the physical dimensions and interfaces, supported by pictures and drawings, supplemented by examples of previous integration into deployable terminals.
TRANSEC Certificate	
SoW Annex A SRS Section 3.3	The Bidder shall have included detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the functional requirements listed in the TRANSEC Requirements Section 3.3 of the SoW Annex A. Emphasis shall have been brought to the TRANSEC mechanisms, interfaces, protocols, procedures applicable to modems operating in star, mesh, point-to-point and point-multipoint networks. TRANSEC key generation and management including key loading, update and rollover functions shall also be described.
SoW Section 2	The Bidder shall have provided a TRANSEC Certificate including a copy of the Certificate/ Letter issued by a National CIS Security Authority (NCSA) which declares that the cryptographic algorithm implemented in the TRANSEC product mechanism is approved by the NCSA for the protection of unclassified information. In the absence of such Certificate/Letter, the Bidder shall provide the status of the NCSA approval also providing the forecast for obtaining such approval.
Cross Reference/Compliance Table	
	The Bidder shall have included the completed Technical Proposal Cross Reference/Compliance Table (Annex C of these instructions).

4.4.3 Technical Proposal for Work Package 2

RFQ REFERENCE	EVALUATION CRITERIA
PIP	
SoW Section 3.3	The bid PIP has included a Project Overview to provide an executive summary of the offered equipment and services.
SoW Section	The bid PIP has included a draft version of the Project Management

3.3	Plan (PMP) that defined how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods.
SoW Section 3.3 and 4	The bid PIP has included a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTP has included the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
SoW Section 3.3 and 5	The bid PIP has included include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 5 of the SoW, describing for each the content issued during the contract execution to show the concept, understanding and commitment of each activity.
SoW Section 6	The bid PIP has included a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures, in accordance with Section 6 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).
SoW Section 7	The bid PIP has included a draft version of the Quality Assurance Plan (QAP) describing how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SoW (quality assurance processes, performance, and conformity).
SoW Section 3.3	The bid version of the PIP has included a draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery date and all the tasks associated with them.
SoW Section 3.3	The PIP has included a curriculum vitae and security clearance information for the personnel proposed for the project.
Technical Description	
SoW Annex A SRS	The Bidder shall have included with his Bid a Technical Description of the provided equipment with detailed specifications and information as to convincingly demonstrate that the proposed equipment will meet the functional and technical requirements as set forth in the Prospective Contract. Failure to provide detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.
SoW Annex A SRS	For each Equipment Contract Line Item Number (CLIN) the Bidder shall have included in his bid a detailed list of the COTS hardware and software proposed to be supplied as part of that CLIN.
SoW Annex A SRS	For all hardware (including modules and removable connectors or plug-in appliques) and software (including modules, firmware and operating systems) the product name, manufacturer name, manufacturer's part number, version, included features and included

	licenses has been stated.
SoW Annex A, Section 2	The Bidder shall have included in his bid detailed specification sheets for all hardware and software, documenting the satisfaction of the requirements of the Section 2 of Annex A of the SoW.
Cross Reference/Compliance Table	
	The Bidder shall have included the completed Technical Proposal Cross Reference/Compliance Table (Annex C of these instructions).



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

RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

Provision of non-protected modems (WP 1)

Provision of routers & switches for SCR (WP 2)

BOOK I – ANNEX A BIDDING SHEETS

Annex A-1: Bidding Sheets

Annex A-2: Instructions for the Preparation of the Bidding Sheets

Annex A-3: Contractor Pricing Summary

ANNEX A-1

Bidding Sheets

The Bidding Sheets are contained in the separate Excel Workbook files submitted as part of this RFQ:

1. *"RFQ-CO-115455-SGSBS_Book I_Bidding-Sheets_WP1.xls"* for Work Package 1 ();
2. *"RFQ-CO-115455-SGSBS_Book I_Bidding-Sheets_WP2.xls"* for Work Package 2.

ANNEX A-2

Instructions for the Preparation of Bidding Sheets

1. INTRODUCTION

Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.

No alteration of the bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns maybe added if multiple currencies are bid, including extra provisions for all totals.

2. GENERAL REQUIREMENTS

Bidders are required, in preparing their Price Proposal to utilize the Bidding Sheets following the instructions detailed in SECTION 3 - Bid Preparation Instructions, Paragraph 3.4 Price Proposal Package and hereunder.

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.

In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO sites and Contractor facilities located within Europe and 8 hours/day at NATO sites and Contractor facilities located in the United States.

Should the bid be in other than Euro currency, the award of the contract will be made in the currency or currencies of the bid.

Bidders are advised that formulae are designed to ease evaluation of the bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.

If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the bidders of the update.

Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

Any discounted or reduced prices offered by the bidder must be traceable to a CLIN or CLINs at the lowest level. Prices and detail of the traceability of application of the discount shall be clearly identified in the supporting detail sheets and applied at the unit price level.

3. STRUCTURE OF BIDDING SHEETS.

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure: Instructions; Section 1. Offer Summary; Section 2. CLIN Summary sheets and Section 3. Detailed Bidding sheets.

4. COMPLETING SECTION 1 (Offer Summary Sheet)

Section 1 corresponds to the Schedule of Supplies and Services of the Prospective Contract. The Contract is represented by a detailed schedule showing the CLINs included within the scope of Contract and a detailed cost breakdown (detailed Bidding sheet tabs).

5. COMPLETING SECTION 2 (CLIN Summary Sheet)

Section 2 corresponds to the Schedule of Supplies and Services of the Prospective Contract.

Each Work Package (WP) included in the contract is represented by a detailed schedule showing the Contract Line Items (CLINs) included within the scope of the Work Package (Detailed bidding sheet tabs) and a detailed cost breakdown attached to each WP schedule.

5.1 Filling the CLIN Summary Sheet

Bidders shall fill in the CLIN summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown sheets). The detailed bidding sheets are broken down in to the categories listed in Section 6. Bidders are expected to aggregate the prices in the detailed bidding sheets that make up the line items in the CLIN summary sheet. The line items in the CLIN Summary Sheet shall be all INCLUSIVE of the price being bid in order to fulfil the requirement for the line item in the CLIN Summary Sheet. Bidders shall make sure that the total price indicated in the Detailed Bidding Sheets matches the price stated in the CLIN summary sheet for the same corresponding CLIN or sub-CLIN. The Offer Summary is linked to the CLIN Summary Sheet to provide a high level summary. The Grand total on the CLIN Summary Sheets must be traceable to the Offer Summary Sheets.

6. COMPLETING SECTION 3 (Detailed Bidding Sheets: Labour, Material, Travel, ODC, Rates)

Bidders are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation. For each of the CLINs the Bidder shall use the separate Sheets as provided, adding additional sheets if multiple currencies are used. Change the currency (drop down) in the dedicated column of the CLIN Detailed Sheets for each sub-CLIN.

6.1. MATERIAL

A. Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.

1. Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. Show total cost.

2. Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.

3. The bidder shall provide a level of detail down the unique sellable item level (e.g. A server, a laptop, a printer)

4. The bidder shall provide unit prices that shall be **EXCLUSIVE** of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the **MATERIAL LABOUR OVERHEAD** section of the detailed bidding sheet to the total cost of material.

6.2. DIRECT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed.

Unit prices shall be **EXCLUSIVE** of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the **DIRECT LABOUR OVERHEAD** section of the detailed bidding sheet to the total cost of direct labour.

6.3 SUBCONTRACT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed. Unit prices shall be **EXCLUSIVE** of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the **SUBCONTRACT LABOUR OVERHEAD** section of the detailed bidding sheet to the total cost of subcontract labour.

6.4 TRAVEL

Show the number of trips being made, the number of people travelling, the number of days per trip, the cost of traveling (e.g. flight costs), and the daily per diem rate.

Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.

6.5 OTHER DIRECT COSTS (ODC)

- a) Special Tooling/Equipment. Identify and support specific equipment and unit prices. Use a separate schedule if necessary.
- b) Individual Consultant Services. Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.
- c) Other Costs. List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment, ex-pat costs etc.) and provide bases for pricing.

6.6 RATES

Show the rates for overhead, fringe, General and Administrative (G&A), profit, and other rates used (if applicable).

7. GRAND TOTAL

This is the Bidders final Firm Fixed Price total for the identified CLIN or sub-CLIN and should match the price entered in the corresponding Offer Summary Sheet in Section 1 of the Bidding Sheets.

ANNEX A-3

Contractor Pricing Summary

On behalf of the firm stated below I hereby offer the Purchaser the services and deliverables (collectively referred as "ITEMS") set forth in the attached schedules¹, at the specified prices, and subject to the terms and conditions stated in RFQ-CO-115455-SGSBS.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package

¹ Bidders shall submit in electronic form the cover page and an electronic copy of the worksheets contained in the file "RFQ-CO-115455-SGSBS_Book I_Bidding-Sheets_WP1.xls" for Work Package 1 and/ or "RFQ-CO-115455-SGSBS_Book I_Bidding-Sheets_WP2.xls" for Work Package 2 that were submitted to them as part of the RFQ package.



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

RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

Provision of non-protected modems (WP 1)

Provision of routers & switches for SCR (WP 2)

BOOK I – ANNEX B

PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES

BOOK I – ANNEX B
PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES

Annex B-1 – Certificate of Legal Name of Bidder

Annex B-2 – Acknowledgement of Receipt of RFQ Amendments

Annex B-3 – Certificate of Independent Determination

Annex B-4 – Certificate of Bid Validity

Annex B-5 – Certificate of Exclusion of Taxes, Duties and Charges

Annex B-6 – Comprehension and Acceptance of Contract Special and General Provisions

Annex B-7 – Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

Annex B-8 – Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent Standards

Annex B-9 – List of Prospective Sub-Contractors/Consortium Members

Annex B-10 – Bidder Background IPR

Annex B-11 – List of Sub-Contractors IPR

Annex B-12 – Certificate of Origin of Equipment, Services, and Intellectual Property

Annex B-13 – Disclosure of Involvement of Former NCI Agency Employment

ANNEX B-1
CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

ANNEX B-2
ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following amendments to Request for Quotation RFQ-CO-115455-SGSBS have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Date of Issue by the Purchaser	Date of Receipt by the Bidder

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

ANNEX B-3

CERTIFICATE OF INDEPENDENT DETERMINATION

- 1. Each Bidder shall certify that in connection with this procurement:
 - a. We have read and fully understand all documentation issued as part of Request for Quotation RFQ-CO-115455-SGSBS. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the RFQ and the prospective Contract. I also certify to the best of my expert knowledge that this Bid is within the "state of art" boundaries as they exist at the time of bidding for this project.
 - b. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - c. The contents of this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor*, and
 - d. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

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

_____ Date

_____ Signature of Authorised Representative

_____ Printed Name

_____ Title

_____ Company

_____ Work Package reference

* If the Bidder deletes or modifies subparagraph 1(c) of this Annex, the Bidder must furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

ANNEX B-4
CERTIFICATE OF BID VALIDITY

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

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

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

The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Clause 26 'Taxes and Duties' of the Prospective Contract General Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

ANNEX B-6

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

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

We understand that partial bids and/or bids containing conditional statements², or all-or-nothing bids will be declared by the Purchaser as non-compliant.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

² Examples of conditional statements include conditioning the NLT Delivery Dates set by Prospective Contract SSS, imposing particular conditions to the pricing listed in the Bidding Sheets, Supplemental Agreements inconsistent with the terms of the Prospective Contract etc.

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:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my Subcontractors, to be executed by the NCI Agency or its legal successor as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

These supplemental agreements are listed as follows:

(insert list of supplemental agreements or specify "none")

Examples of the terms and conditions of these agreements have been provided in our Offer. 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.

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 _____.

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

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

Title

Company

Work Package reference

ANNEX B-8

**CERTIFICATE OF COMPLIANCE AQAP 2110 OR ISO 9001:2015
OR EQUIVALENT STANDARDS**

I hereby certify that _____ *(Company Name)*
possesses and applies Quality Assurance Procedures / Plans that are compliant with AQAP 2110, ISO
9001 or other equivalent standards, as evidenced through the attached documentation.

A copy of the quality certification is attached herewith.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

ANNEX B-9

LIST OF PROSPECTIVE SUB-CONTRACTORS

Name and Address of Sub-Contractor ³	Sub-Contractor's Country of origin/registration	Primary Location of Work	Items/Services to be Provided (reference to SSS CLIN n°)	Estimated Value of Sub-Contract ⁴

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

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, none of the work, including project design, labour and services, shall be performed other than by firms from and within an eligible **NATO Participating Country**, as required by the Prospective Contract General Provisions Clause 9.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

³ Definition of Sub-Contractor is provided under Prospective Contract General Provisions Paragraphs 2.35 and 2.36.

⁴ As per Book I, the estimated value shall be traceable in the Bidding Sheets of the Bid.

ANNEX B-10

BIDDER BACKGROUND IPR

I, the undersigned, as an authorised representative of Bidder _____, warrant, represent, and undertake that:

- A. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.
- B. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.

ITEM	DESCRIPTION

- C. The Background IPR stated above complies with the terms specified in Clause 32 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the prospective Contract, and more particularly, in accordance with Clause 32 of the Special Contract Provisions and Clause 30 of the NCIA General Contract Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

ANNEX B-11

LIST OF SUB-CONTRACTORS IPR

I, the undersigned, as an authorised representative of Bidder _____, warrant, represent, and undertake that:

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

- B. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor's obligations under the Contract.

ITEM	DESCRIPTION

- C. The SubContractor IPR stated above complies with the terms specified in Clause 32 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the prospective Contract, and more particularly, in accordance with Clause 32 of the Special Contract Provisions and Clause 30 of the NCI General Contract Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

ANNEX B-12

**CERTIFICATE OF ORIGIN OF EQUIPMENT, SERVICES
AND INTELLECTUAL PROPERTY**

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

(a) none of the work, including project design, labour and services, shall be performed other than by firms from and within an eligible NATO Participating 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 an eligible NATO Participating Country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned 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 Bidder to firms, individuals or Governments other than within the eligible NATO Participating Countries.

* This definition purposely excludes Components and/or Parts (as defined in AcodP-1) that are not subject to this certification.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

ANNEX B-13

DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY EMPLOYMENT

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

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

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

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

Employee Name	Former NCIA Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Work Package reference

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 know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related Contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a Contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

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

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

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

15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

17.1 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.

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

17.3 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.

17.4 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.

- 17.5 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.
- 17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as RFQs, and Contract provisions.



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

RFQ-CO-115455-SGSBS

**PROVIDE SATCOM GROUND SEGMENT BASEBAND
SYSTEMS**

Provision of non-protected modems (WP 1)

Provision of routers & switches for SCR (WP 2)

BOOK I – ANNEX C

CROSS-REFERENCE / COMPLIANCE TABLE

ANNEX C

CROSS-REFERENCE / COMPLIANCE TABLE

Bidders shall complete column “BID REFERENCE” with Bid 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 (in MS Word format) is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in paragraph 3.5, and **will be evaluated according to the instructions in section 4.4.**

WORK PACKAGE 1			
Book I Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
PIP			
3.5.2.2.1	SoW Section 3.3	The bid version of the PIP shall include a Project Overview, which shall provide an executive summary of the offered equipment and services.	<i>Bidder to complete</i>
3.5.2.2.2	SoW Section 3.3	The bid version of the PIP shall include a draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.	<i>Bidder to complete</i>
3.5.2.2.3	SoW Section 3.3 and 4	The bid version of the PIP shall include a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration,	<i>Bidder to complete</i>

		entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).	
3.5.2.2.4	SoW Section 3.3 and 5	The bid version of the PIP shall include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 5 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.	<i>Bidder to complete</i>
3.5.2.2.5	SoW Section 6	The bid version of the PIP shall include a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 6 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).	<i>Bidder to complete</i>
3.5.2.2.6	SoW Section 7	The bid version of the PIP shall include a draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SoW (quality assurance processes, performance, conformity).	<i>Bidder to complete</i>
3.5.2.2.7	SoW Section 3.3	The bid version of the PIP shall include a draft of the Project Master (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.	<i>Bidder to complete</i>
3.5.2.2.8	SoW Section 3.3	The bid version of the PIP shall also include a curriculum vitae and security clearance information for the personnel proposed for the project.	<i>Bidder to complete</i>
Technical Description			
3.5.2.3	SoW Annex A SRS	The Bidder shall include with his Bid a Technical Description of the provided equipment and systems such detailed specifications and information as to convincingly demonstrate that the proposed equipment will meet the functional and technical requirements as set	<i>Bidder to complete</i>

		forth in the Prospective Contract. Failure to provide detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.	
3.5.2.3.1	SoW Annex A SRS	For each Equipment Contract Line Item Number (CLIN), The Bidder shall provide all necessary documentation such as design documentation extracts, data or specification sheets, first article or production test records, certificates, or operation and maintenance manuals.	<i>Bidder to complete</i>
3.5.2.3.2	SoW Annex A SRS	The Bidder shall include a compliance table providing a compliance statement to each technical requirement of the SoW Annex A, including a cross reference to the respective Sections/Paragraphs of the Technical Proposal where the associated substantiating information can be found.	<i>Bidder to complete</i>
3.5.2.3.3	SoW Annex A Section 3.2	The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the functional requirements listed in the SATCOM Network Architecture Driven Requirement Section 3.2 of the SoW Annex A. Emphasis shall be brought on the ACM and VCM mechanisms, VLAN mapping interfaces, protocols, procedures and quantifying factors applicable to modems operating in star, mesh, point-to-point and point-multipoint networks.	<i>Bidder to complete</i>
3.5.2.3.4	SoW Annex A Section 3.4	The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the functional requirements listed in the Waveform and Data Rate Requirement Section 3.4 of the SoW Annex A.	<i>Bidder to complete</i>
3.5.2.3.5	SoW Annex A Section 4.1	The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet all transmit and receive performance requirements listed in the	<i>Bidder to complete</i>

		Performance Requirements Section 4.1 of the SoW Annex A.	
3.5.2.3.6	SoW Annex A Section 4.2	The Bidder shall include detailed descriptions and information of all modem interfaces as to convincingly demonstrate that the proposed equipment will meet the requirements listed in the Interface Requirements Section 4.2 of the SoW Annex A.	<i>Bidder to complete</i>
3.5.2.3.7	SoW Annex A Section 4.3	The Bidder shall include detailed descriptions and information of all control and monitoring interfaces of the proposed equipment, as to convincingly demonstrate that the proposed equipment will meet the requirements as described in the Monitoring and Control Requirements Section 4.3 of the SoW Annex A. The provided information shall specifically encompass the local man-machine interface available from the front panel and from the external monitoring and control interface, and specifically include the protocol and catalogue of messages. A preliminary ICD (Interface Control Document) and IDD (Interface Design Document) shall be provided.	<i>Bidder to complete</i>
3.5.2.3.8	SoW Annex A Section 4.7	The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the requirements as described in the Mechanical and Environmental Requirements Section 4.7 of the SoW Annex A. This will specifically include the provision of blueprints with dimensions, photographs, cooling requirements, mounting points, size, weight and consumption figures, as well as the commented results of already performed mechanical, environmental and EMC test results.	<i>Bidder to complete</i>
3.5.2.3.9	Appendix B of the SoW Annex A	The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the specific functional and technical requirements described in the Small Form Factor Modem Requirements Appendix B of the SoW Annex A.	<i>Bidder to complete</i>

3.5.2.3.10	Appendix B of the SoW Annex A	The Bidder shall include in his description of the Small Form Factor Modem (SFFM), the physical dimensions and interfaces, supported by pictures and drawings, supplemented by examples of previous integration into deployable terminals.	<i>Bidder to complete</i>
TRANSEC Certificate			
3.5.2.4.1	SoW Annex A Section 3.3	The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment will meet the functional requirements listed in the TRANSEC Requirements Section 3.3 of the SoW Annex A. Emphasis shall be brought to the TRANSEC mechanisms, interfaces, protocols, procedures applicable to modems operating in star, mesh, point-to-point and point-multipoint networks. TRANSEC key generation and management including key loading, update and rollover functions shall also be described.	<i>Bidder to complete</i>
3.5.2.4.1	SoW Section 2	Bidder shall provide a TRANSEC Certificate including a copy of the Certificate/ Letter issued by a National CIS Security Authority (NCSA) which declares that the cryptographic algorithm implemented in the TRANSEC product mechanism is approved by the NCSA for the protection of unclassified information. In the absence of such Certificate/Letter, the Bidder shall provide the status of the NCSA approval also providing the forecast for obtaining such approval.	<i>Bidder to complete</i>
Cross Reference/Compliance Table			
3.5.2.5		The Bidder shall include the completed Technical Proposal Cross Reference/Compliance Table (Annex C of these instructions). The completed Table shall serve as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.	<i>Bidder to complete</i>

WORK PACKAGE 2			
Book I Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
PIP			
3.5.3.2.1	SoW Section 3.3	The bid version of the PIP shall include a Project Overview, which shall provide an executive summary of the offered equipment and services.	<i>Bidder to complete</i>
3.5.3.2.2	SoW Section 3.3	The bid version of the PIP shall include a draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.	<i>Bidder to complete</i>
3.5.3.2.3	SoW Section 3.3 and 4	The bid version of the PIP shall include a draft version of the Project Master Test Plan (PMTMP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTMP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).	<i>Bidder to complete</i>
3.5.3.2.4	SoW Section 3.3 and 5	The bid version of the PIP shall include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 5 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.	<i>Bidder to complete</i>

3.5.3.2.5	SoW Section 6	The bid version of the PIP shall include a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 6 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).	<i>Bidder to complete</i>
3.5.3.2.6	SoW Section 7	The bid version of the PIP shall include a draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SoW (quality assurance processes, performance, conformity).	<i>Bidder to complete</i>
3.5.3.2.7	SoW Section 3.3	The bid version of the PIP shall include a draft of the Project Master (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.	<i>Bidder to complete</i>
3.5.3.2.8	SoW Section 3.3	The bid version of the PIP shall also include a curriculum vitae and security clearance information for the personnel proposed for the project.	<i>Bidder to complete</i>
Technical Description			
3.5.3.3	SoW Annex A	The Bidder shall include with his Bid a Technical Description of the provided equipment with detailed specifications and information as to convincingly demonstrate that the proposed equipment will meet the functional and technical requirements as set forth in the Prospective Contract. Failure to provide detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid	<i>Bidder to complete</i>
3.5.3.3.1	SoW Annex A	For each Equipment Contract Line Item Number (CLIN) the Bidder shall include in his bid a detailed list of the COTS hardware and software proposed to be supplied as part of that CLIN.	<i>Bidder to complete</i>

3.5.3.3.2	SoW Annex A	For all hardware (including modules and removable connectors or plug-in appliques) and software (including modules, firmware and operating systems) the product name, manufacturer name, manufacturer's part number, version, included features and included licenses shall be stated.	<i>Bidder to complete</i>
3.5.3.3.3	SoW Annex A Section 2	The Bidder shall include in his bid detailed specification sheets for all hardware and software which documents the satisfaction of the requirements of the Section 2 of Annex A of the SoW.	<i>Bidder to complete</i>
Cross Reference/Compliance Table			
3.5.3.4		The Bidder shall include the completed Technical Proposal Cross Reference/Compliance Table (Annex C of these instructions). The completed Table shall serve as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.	<i>Bidder to complete</i>



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

RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

- Provision of non-protected modems (WP 1)
- Provision of routers & switches for SCR (WP 2)

BOOK I – ANNEX D

CLARIFICATION REQUEST FORMS

ANNEX D
CLARIFICATION REQUEST FORM

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	RFQ amended
A.1					
A.2					
A.3					

ANNEX D
CLARIFICATION REQUEST FORM

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	RFQ amended
P.1					
P.2					
P.3					

ANNEX D
CLARIFICATION REQUEST FORM

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	RFQ amended
T.1					
T.2					
T.3					

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RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

PROVISION OF NON-PROTECTED MODEMS (WP 1)

BOOK II

THE PROSPECTIVE CONTRACT

GENERAL INDEX

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III BOA Contract General Provisions

Part IV Statement of Work

SIGNATURE SHEET

NCI Agency PURCHASE ORDER	
1. Original Number ___ of	2. PO Number :
3. Contract Number: CO-115455-SGSBS-WP1	4. Effective date (EDC): <i>See Block 17</i>
5. Contractor: Director	6. Purchaser: The General Manager NATO Communications and Information Agency Boulevard Leopold III B-1110 Bruxelles Tel: +32(0) 6544 6103
7. CONTRACT SCOPE: This is a Firm Fixed Price contract for the provision of non-protected modems - Super High Frequency (SHF) Military Satellite Communications (MILSATCOM) Frequency Division Multiple Access (FDMA) Next Generation Non-Electronic Protective Measures (EPM) modems. The Contractor shall deliver the items specified in the Schedule of Supplies and Services in the manner and at the time and location specified in the terms of this Contract and the Statement of Work.	
8. TOTAL AMOUNT OF CONTRACT : _____ Currency – Excluding VAT Firm Fixed Price	
9. PERIOD OF PERFORMANCE As stated in Schedule of Supplies and Services and Special Provisions	10. DELIVERY SITE As stated in Schedule of Supplies and Services and Special Provisions
11. CONTRACT This Contract consists of the following parts and named documents: a) Part I. Schedule of Supplies and Services b) Part II. Contract Special Provisions and Annexes c) Part IV. Statement of Work and Annexes d) NCI Agency Basic Ordering Agreement General Provisions and Appendix 1, of the Basic Ordering Agreement NCI/BOA/XXXXX XX Month 20xx, incorporated herein by reference. e) Contractor's proposal dated XX Month 2020 and subsequent clarifications. f) In the event of any conflict or inconsistencies between or among any of the documents comprising this Contract, the order of priority specified in Clause 2 of Part II shall apply.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

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RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

PROVISION OF NON-PROTECTED MODEMS (WP 1)

BOOK II

PART I

SCHEDULE OF SUPPLIES AND SERVICES (SSS)

NATO UNCLASSIFIED

CLIN	Description	Form	SOW Reference	Delivery Schedule	Delivery Location	QTY	Unit price	Total price
1	Project Management							
1.1	Project Implementation Plan (PIP) Draft	Electronic	3.3	EDC + 2 weeks	NCI Agency	1		
1.2	Project Implementation Plan (PIP) Final	Electronic	3.3	EDC + 8 weeks	NCI Agency	1		
1.3	Project Implementation Plan (PIP) Acceptance	Paper, electronic	3.3	NLT EDC + 10 weeks	As defined	1		
1.4	Project Review Meeting (PRM) #1 Kick -Off Meeting (KOM)	n/a	3.5	EDC + 3 weeks	NCI Agency/voice/video conference	1		
1.5	Project Review Meeting (PRM) #2 after FAT/FAST	n/a	3.5	after FAT/FAST events	Contractor premises/voice/video conference	1		
1.6	Project Review Meeting (PRM) #3 PSA Review Meeting	n/a	3.5	EDC+ 14 months	Contractor premises/voice/video conference	1		
1.7	Project Review Meeting (PRM) #4 FSA Review Meeting	n/a	3.5	EDC+20 months	NCI Agency/voice/video conference	1		
1.8	Project Review Meeting (PRM) #5 Mid Warranty Review	n/a	3.5	in accordance with SoW	NCI Agency/voice/video conference	1		
1.9	Project Status Reports (PSR)	Electronic	3.5	1 week before each PRM	NCI Agency	5		
TOTAL CLIN 1								
2	Testing, Verification and Validation							
2.1	Project Master Test Plan (PMTp)	Paper, electronic	Table 4-1 SOW	EDC + 4 weeks	NCI Agency	3		
2.2	Test Plans for individual test events	Paper, electronic	Table 4-1 SOW	2 months before test event	NCI Agency	3		
2.3	Test waivers	Paper, electronic	Table 4-1 SOW	4 weeks before test event	NCI Agency	3		
2.4	The Test Cases/Scripts/Steps	Paper, electronic	Table 4-1 SOW	4 weeks before test event	NCI Agency	3		
2.5	Test Report	Paper, electronic	Table 4-1 SOW	1 week after test event	NCI Agency	3		
2.6	Factory Acceptance Test (FAT) execution	n/a	4.2	EDC + 3 months	Contractor premises	1		
2.7	First Article System Test (FAST) execution	n/a	4.3	EDC + 4 months	As defined	1		
2.8	FAT Test Procedure	Paper, electronic	4.2	2 weeks before FAT Event	NCI Agency	3		
2.9	FAT Test Report	Paper, electronic	4.2	FAT+ 1 week	NCI Agency	3		
2.10	FAT Test Report Acceptance	Paper, electronic	4.2	NLT EDC + 15 weeks	As defined	1		
2.11	FAST Test Procedure	Paper, electronic	4.3	2 weeks before FAST Event	NCI Agency	3		
2.12	FAST Test Report	Paper, electronic	4.3	FAST + 2 weeks	NCI Agency	3		
2.13	FAT/FAST Review Meeting	n/a	4.3	at the end of FAT/FAST Event	Contractor premises/voice/video conference	1		
2.14	FAST Test Report Acceptance	Paper, electronic	4.3	NLT EDC + 19 weeks	As defined	1		
TOTAL CLIN 2								
3	Equipment							
3.1	BATCH 1							
3.1.1	Non EPM Modems	n/a	Annex A SRS	EDC + 8 months	CSSC Brunssum	45		
3.1.2	SFFM Modem	n/a	Appendix B of the SRS	EDC + 8 months	CSSC Brunssum	20		
3.1.3	Batch Delivery Acceptance #1	Paper, electronic	4.4	NLT EDC + 9 months	CSSC Brunssum	1		
3.2	BATCH 2							
3.2.1	Non EPM Modems	n/a	Annex A SRS	EDC + 14 months	CSSC Brunssum	70		
3.2.2	Batch Delivery Acceptance #2	Paper, electronic	4.4	NLT EDC + 15 months	CSSC Brunssum	1		
TOTAL CLIN 3								

4	Integrated Product Support								
4.1	Product Support Data Package Draft	Electronic	5.2 and App B	EDC + 8 weeks	NCI Agency	1			
4.2	Product Support Data Package Final	Electronic	5.2 and App B	FAT - 2 weeks	NCI Agency	1			
4.3	Initial Provisioning List (IPL) Draft	Electronic	5.4	FAT - 2 weeks	NCI Agency	1			
4.4	Initial Provisioning List (IPL) Final	Electronic	5.4	FSA - 8 weeks	NCI Agency	1			
4.5	Obsolescence Report Draft	Electronic	5.3 and App B	FAT - 2 weeks	NCI Agency	1			
4.6	Obsolescence Report Final	Electronic	5.3 and App B	FSA - 2 weeks	NCI Agency	1			
4.7	Warranty Report	Electronic	5.8	Warranty End (FSA + 1 year)	NCI Agency	1			
4.8	User Manuals Draft	Electronic	5.6	FAST - 2 weeks	NCI Agency	1			
4.9	User Manuals Final	Electronic	5.6	BDA#1 – 2weeks	NCI Agency	1			
4.10	Maintenance Manuals Draft	Electronic	5.6	FAST - 2 weeks	NCI Agency	1			
4.11	Maintenance Manuals Final	Electronic	5.6	BDA#1 – 2weeks	NCI Agency	1			
4.12	Training Documentation Draft	Electronic	5.7	BDA#1 – 2weeks	NCI Agency	1			
4.13	Training Documentation Final	Electronic	5.7	PSA - 2weeks	NCI Agency	1			
4.14	Training Execution for Trainers	n/a	5.7	BDA#1	As defined	1			
4.15	Training Execution for Trainers Report	Electronic	5.7	Training end + 2 weeks	NCI Agency	1			
4.16	In Service Support Plan (CLSP) Final	Electronic	5.10 and App B	FAT - 2 weeks	NCI Agency	1			
4.17	In Service Support Plan (CLSP) Draft	Electronic	5.10 and App B	FSA - 2 weeks	NCI Agency	1			
4.17	Initial Spares (non-EPM Modems)	n/a		EDC + 14 months	CSSC Brunssum	2			
4.19	Initial Spares (SFFM modem)	n/a		EDC + 6 months	CSSC Brunssum	1			
TOTAL CLIN 4									
5	System Acceptance								
5.1	Provisional System Acceptance	Paper, electronic	Section 2, M. 5	NLT EDC + 18 months	As defined	1			
5.2	Final System Acceptance	Paper, electronic	Section 2, M. 6	NLT EDC + 22 months	As defined	1			
TOTAL CLIN 5									
6	Warranty								
6.1	End of Warranty	n/a	5.8	FSA+1 year	As defined	1			
TOTAL CLIN 6									
GRAND TOTAL FIRM FIXED PRICE (CLINS (1-6))									



NATO Communications and Information Agency
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RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

PROVISION OF NON-PROTECTED MODEMS (WP 1)

BOOK II

PART II

PROSPECTIVE CONTRACT SPECIAL PROVISIONS

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ARTICLE 1 SCOPE

1.1 The scope of this Contract is for the provision of Super High Frequency (SHF) Military Satellite Communications (MILSATCOM) Frequency Division Multiple Access (FDMA) Next Generation Non-Electronic Protective Measures (EPM) modems to be installed across the fleet of NATO static, transportable and deployable ground terminals in accordance to the Statement of Work (Book II, Part IV) along with the capability and the related responsibilities, effort and services to be provided by the Contractor.

1.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

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

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

Clause 7 – “Warranty” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 16 – “WARRANTY”.

Clause 8 – “Payments” of BOA No. [...] Special Provisions is replaced by ARTICLE 14 – “INVOICES AND PAYMENT”.

Clause 3 – “Purchaser Furnished Property” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 35 – “PURCHASER FURNISHED PROPERTY”.

Clause 5 – “Title and Risk of Loss” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 13 – “TITLE AND RISK OF LOSS”.

Clause 7 – “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 11 – “INSPECTION AND ACCEPTANCE” and ARTICLE 12 – “REVIEW AND ACCEPTANCE OF DOCUMENTATION”.

Clause 27 – “Security” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 21 – “SECURITY”.

Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by ARTICLE 23 – “RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE”.

ARTICLE 3 ORDER OF PRECEDENCE

3.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. The Signature Page;
- b. Part I - The Contract Schedule of Supplies and Services (SSS);

- c. Part II - The Contract Special Provisions;
- d. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11 on the signature page;
- e. Part IV – The Statement of Work (SOW) and The Annexes to the Statement of Work.

ARTICLE 4 DEFINITIONS

4.1 Clause 2 “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by the following:

4.2 “Article” shall mean “A provision of the Special Provisions of this Contract”.

4.3 “Contract” shall mean “The agreement concluded between the Purchaser and Contractor, duly signed by both parties. The Contract includes the documents referred to in Article 3 above of these Contract Special Provisions”.

4.4 “Contracting Authority” shall mean “The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorized representatives of the Chief of Contracts of the NCI Agency”.

4.5 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.

4.6 “NCI Agency (NCIA)” shall mean “The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorized to enter into contracts on behalf of the NCI Organization”.

4.7 “NCI Organization (NCIO)” shall mean “The NATO Communications and Information Organization. The NCI Organization constitutes an integral part of the North Atlantic Treaty Organization (NATO). The NCI Organization is a legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts”.

4.8 “Effective Date of Contract (EDC)” shall mean “The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties”.

4.9 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.

4.10 “Purchaser” shall mean “The NCI Organization, as represented by the General Manager, NCIA Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties”.

ARTICLE 5 DURATION OF CONTRACT

5.1 It is the Purchaser’s intention that the present Contract covers the totality of the requirements as covered by the Schedule of Supplies and Services (SSS) and the Statement of Work (SOW) with the exception of the Options (if any), unless those options are formally exercised and funded in accordance with the prescriptions of Article 7 “Additional Contract Tasks and Options”.

5.2 The work under the Contract shall commence on effective date of Contract shown on the signature page and be completed in accordance with the Schedule of Supplies and Services and Statement of Work.

ARTICLE 6 PRICE BASIS

6.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.

6.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.

6.3 The Total Contract price is inclusive of all expenses related to the performance of the present Contract.

6.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2020).

ARTICLE 7 ADDITIONAL CONTRACT TASKS AND OPTIONS

7.1 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I – Schedule of Supplies and Services.

7.2 If this right is exercised, delivery of the added items shall be to the same destination or optional site destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.

7.3 In addition to the above, the Purchaser reserves the right to order any foreseeable or additional Contract tasks or deliverables, listed or not, either occasionally or at a further stage in the life of the project, which it deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced in using the prices as stated in Part I – Schedule of Supplies and Services.

7.4 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.

7.5 The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period up until end of Warranty. Such an order may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument.

ARTICLE 8 PARTICIPATING COUNTRIES

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

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

8.2 None of the work, including project design, labor and services, shall be performed other than by firms from and within Participating Countries.

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

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

ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

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

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

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

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

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

9.4 Notwithstanding the "Changes" Clause of the BOA General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall

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

ARTICLE 10 PLACE AND TERMS OF DELIVERY

10.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2020 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services (SSS).

ARTICLE 11 INSPECTION AND ACCEPTANCE

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

11.2 The supplies and services to be provided by the Contractor’s personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the supplies and services provided will be made by the Purchaser or another authorised designee in accordance with the specifications in Part IV - Statement of Work. 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.

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

11.4 Under the terms of this Contract, Purchaser Acceptance shall be granted in writing from the Purchaser after delivery of documentation and equipment is complete. The date of the Purchaser acceptance shall be specified in the formal Acceptance document.

11.5 In signing the formal Acceptance document the Purchaser Certifies that the goods or services concerned are in accordance with the terms of the Contract.

11.6 Purchaser review and acceptance of documentation to be submitted by the Contractor is specified in below Article 12 of the Contract Special Provisions and Part IV, Statement of Work.

ARTICLE 12 REVIEW AND ACCEPTANCE OF DELIVERABLES

12.1 Clause 7 “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is hereby supplemented with this Article.

12.2 Unless otherwise specified:

12.3 Upon delivery of the Draft Deliverable items, the Purchaser will review the items in accordance to the specified timeframes in the Statement of Work.

12.4 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under the

provisions of this Contract, shall have the right to require the Contractor at no increase in Contract price, to correct or replace non-conforming work, and in accordance with a reasonable delivery schedule as may be agreed by the Purchaser and the Contractor following the receipt of the Purchaser's notice of defects or non-conformance.

ARTICLE 13 TITLE AND RISK OF LOSS

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

13.2 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon Final System Acceptance (FSA) as defined in the SOW.

ARTICLE 14 INVOICES AND PAYMENT

14.1 This Article replaces Clause 8 – “Payments” of BOA No. [...] Special Provisions.

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

14.3 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.

14.4 All invoices must reference the following information. 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:

- a) Contract number: **CO-115455-SGSBS-WP1**;
- b) Contract Amendment number (if any);
- c) Purchase Order number specified in the Contract or Amendment Signature Sheet (TBD at Contract Award);
- d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN) as they are defined in the priced Schedule of Supplies and Services;
- e) Number of units, price per unit, currency;
- f) Bank account details for international wire transfers (SWIFT, BIC, IBAN);
- g) Payment conditions in line with the Contract (Article 14.16 below);
- h) The certificate below that shall be signed by a duly authorised company official on the designated original:

“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.”

*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.”*

- 14.5 CLINs will be paid as below based on Purchaser milestone approval in writing.
- 14.6 Evidence of the acceptance by the Purchaser shall be attached to all invoices.
- 14.7 The Contractor shall be entitled to submit invoices in accordance with the following **payment events/ milestones schedule**:

Milestone No.	Payment Milestone Description	SSS Reference (CLIN No.)	Payment Amount (Percentage of the Total contract value)	Acceptance Not Later Than
1	Acceptance of the Project Implementation Plan (PIP)	1.3	5%	EDC + 10 Weeks
2	Acceptance of the FAT Test Report	2.10	5%	EDC + 15 Weeks
3	Acceptance of the FAST Test Report	2.14	10%	EDC + 19 Weeks
4	Delivery and Acceptance of Equipment Batch 1	3.1.3	20%	EDC + 9 months
5	Delivery and Acceptance of Equipment Batch 2	3.2.2	20%	EDC + 15 months
6	Purchaser Approval of Provisional System Acceptance (PSA)	5.1	10%	EDC + 18 months
7	Purchaser Approval of Final System Acceptance (FSA)	5.2	20%	EDC + 22 months
8	End of warranty period	6.1	10%	FSA + 1 year

14.8 Invoices referencing “**CO-115455-SGSBS-WP1/ PO [...]**” shall be submitted in electronic format only to the following POCs:

- a) accountspayable@ncia.nato.int ;
- b) Contracting Authority under Article 17.7.

14.9 No payment will be made if CLIN items agreed for delivery before milestones are not complete as described in bidding sheets, SSS and SOW.

14.10 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.

14.11 No payment will be made for additional items delivered that are not specified in the contractual document.

14.12 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 “Taxes and Duties” of the BOA No. [...] General Provisions.

14.13 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.

14.14 The Purchaser is released from paying any interest resulting from any reason whatsoever.

14.15 Unless otherwise specified, the Contractor shall prepare and submit its invoices solely by electronic means (without paper submission). Contractor’s invoices submitted by electronic means shall be in a static, non-modifiable format (such as PDF, other). The Contractor shall ensure the accuracy, authenticity of the origin and legibility of any invoice submitted by electronic means.

14.16 NCI Agency will make payment within forty five (45) days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 15 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

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

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

Type of Agreement	National Authority of Reference	Subject

ARTICLE 16 WARRANTY

16.1 Clause 7 “Warranty” of BOA No. [...] Special Provisions is supplemented with the following:

16.2 The Contractor shall warrant that all equipment, documents, databases, technical publications, system design, production and implementation provided under this Contract and all installation work performed under this Contract conform to the requirements and is free of any defect in material, code or workmanship. The Contractor shall provide a standard warranty for a period of **one (1) calendar year starting with the successful completion of FSA.**

16.3 Until successful FSA, the equipment/ deliverables to be provided under this Contract shall be under the Contractor’s responsibility.

16.4 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items including:

- a) all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
- b) the system will, under normal conditions, perform without errors which make it unusable; and
- c) the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.

16.5 The Purchaser will promptly inform the Contractor in writing of any defect after its discovery and the circumstances of its discovery. The Contractor shall acknowledge to a defect notification within two working days, by engaging with the Purchaser’s personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractors responsibility within the warranty. Items needing service or repair at the Contractor’s facility shall be repaired/replaced and dispatched back to the Purchaser as described in the SOW (5.4 Warranty and Support).

16.6 For any equipment or part of that during the warranty phase is unserviceable for a period of time longer than 15 days, the warranty for the entire equipment will be extended at no cost for the Purchaser for the same amount of time. The warranty extension will cover all delivered items in case of design defect or lot manufacturing defect; the Contractor shall demonstrate that any defect has been solved before the equipment is sent back to the Purchaser or declared as ready for operation.

16.7 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this Article. Transportation and handling charges for items returned under warranty claim to the Contractor will be in accordance to INCOTERMS® 2020 Rules DDP.

16.8 The Contractor shall, at its option, repair, adjust or replace defective equipment and restore the Purchaser equipment, functions in accordance with the requirements of the Contract.

16.9 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at its discretion, and having given the Contractor due notice, to:

- a) remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
- b) equitably reduce the Contract price; and/or
- c) terminate for default that portion of the Contract relating to the defective work.

16.10 Notwithstanding the provision of above paragraph 16.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement of the Purchaser equipment.

16.11 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Clause 17 "Disputes and arbitration" of BOA No. [...] General Provisions.

ARTICLE 17 CONTRACT ADMINISTRATION

17.1 The Purchaser is the NATO CI Agency (NCI Agency). The Purchaser is the Point of Contact for all Contractual and Technical issues. Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.

17.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.

17.3 The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.

17.4 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official Points of Contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.

17.5 Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication

must be confirmed by a formal letter or other formal communication to be contractually binding.

17.6 All notices and communications shall be effective upon receipt.

17.7 Official Points of Contact (POC) are:

Purchaser	Contractor
NCI Agency Acquisition Boulevard Leopold III B-1110 Brussels Belgium	<i>[To be completed at award]</i>
<u>For contractual matters:</u> Attn: Title: Tel: Fax: E-mail: Attn: Title: Tel: Fax: E-mail:	<u>For contractual matters:</u> Attn: Title: Tel: Fax: E-mail:
<u>For technical/project management matters:</u> Attn: Title: Tel: E-mail:	<u>For technical/project management matters:</u> Attn: Title: Tel: E-mail:

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

ARTICLE 18 SUB-CONTRACTORS

18.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which it deems necessary to meet the requirements of this Contract in full.

18.2 The Contractor shall not place sub-contracts outside the Participating Countries unless the prior authorization of the Purchaser has been obtained. Such authorization will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 19 CONTRACTOR COTS RESPONSIBILITY

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

19.2 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.

19.3 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.

19.4 The Contractor shall notify the Purchaser of any proposed changes in the commercial off the shelf software or hardware to be utilized. Such notification shall provide an assessment of the changes and the impact to any other items to be delivered under this Contract.

ARTICLE 20 LIQUIDATED DAMAGES

20.1 If the Contractor fails to:

- a) successfully 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
- b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of 20.1.a) and 20.1.b), fixed and agreed liquidated damages of one per cent (1%) per week of the total payment amount for each Payment Event as scheduled in the Article 14 “Invoices and Payments” of the Contract Special Provisions.

20.2 In addition to the liquidated damages, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 “Termination for Default” of BOA No. [...] General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.

20.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause “Termination for Default” of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.

20.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of fifteen percent (15%) of the total payment amount for each Payment Event as scheduled in Article 14. Cumulative assessed Liquidated Damages will not exceed a total of ten percent (10%) of the total value of the Contract.

20.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:

- a) By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
- b) By proceeding against any surety or deducting from the Performance Guarantee if any.
- c) By reclaiming such damages through appropriate legal remedies.

ARTICLE 21 SECURITY

21.1 This Article supplements Clause 27 “Security” of BOA No. [...] General Provisions.

21.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.

21.3 The security classification of this Contract is “NATO UNCLASSIFIED”.

21.4 The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.

ARTICLE 22 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

22.1 Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by the following:

22.2 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

ARTICLE 23 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES

23.1 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licenses necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser

from any liability for patent or copyright infringement in said countries. The Contractor shall exclude from its prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilized free of charge by member nations of NATO and by NATO organization.

23.2 The Contractor shall report in writing to the Purchaser during the performance of this Contract:

- a) The royalties excluded from its price for patent utilised under the agreements mentioned in the previous paragraph;
- b) The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

ARTICLE 24 INDEMNITY

24.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 23 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.

24.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.

24.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.

24.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

ARTICLE 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.

ARTICLE 26 APPLICABLE REGULATIONS

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

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

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

ARTICLE 27 AUDITING AND ACCOUNTING

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

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

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

ARTICLE 28 PERFORMANCE GUARANTEE

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

28.2 Such guarantee – the validity of this shall not elapse before the expiration of the warranty period as specified in Article 16.2 – shall be made payable to the Purchaser and may be delivered in the form of:

- a) A certified cheque;
- b) An irrevocable letter of credit; or
- c) A bank guarantee such as a performance bond or promissory note.

28.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.

28.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.

28.5 The irrevocable letter of credit or the bank guarantee such as a performance bond or promissory note, shall be issued by a financial institution listed in Annex C either on its own behalf or as a confirmation of the irrevocable Letter of Credit or the Bank Guarantee issued by a different bank not listed in Annex C to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by

the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit or the Bank Guarantee.

28.6 The Contractor shall request in writing relief from the performance guarantee upon expiration of the warranty period specified at Article 14.1 or such other period as may be specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.

28.7 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than ten per cent (10%) of the Contract Price (including all amendments), and for depositing such guarantee with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.

28.8 The failure of the Contractor to deposit such performance guarantee with the purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Clause 19 "Termination for Default" of BOA No. [...] General Provisions.

28.9 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 28.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Clause 19 "Termination for Default" of BOA No. [...] General Provisions.

ARTICLE 29 TRANSPORTATION OF EQUIPMENT

29.1 All supplies covered under this Contract shall be transported to final destination at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

29.2 Items shipped under Warranty for repair or otherwise from Brunsumm (NL) or the NCI Agency to the Contractor shall be the responsibility of the Purchaser.

29.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

ARTICLE 30 ASSIGNMENT

30.1 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.

30.2 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.

ARTICLE 31 RIGHT OF ACCESS, EXAMINATION OF RECORDS

31.1 Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees

31.2 Definitions. As used in this clause

31.2.1 **Resource Committees** means committees under the North Atlantic Council (NAC) that are responsible, within the broad policy guidance provided by the Resource Policy and Planning Board (RPPB) on matters of resource allocation, for the implementation of the NATO Security Investment Programme (NSIP) or Budget/Civil budgets.

31.2.2 **Mandated Third Party Audits** means audits mandated by a resource committee.

31.2.3 **Third Party Auditor** means an independent, external audit body for NATO such as the International Board of Auditors for NATO (IBAN) or an appointed private contractor (including its experts, technical consultants, subcontractors, and suppliers) providing audit support under a Resource Committee Appointment based on an agreed mandate.

31.2.4 **Sensitive information** means information of a commercial, financial, technical, proprietary, or privileged nature. The term does not include information that is lawfully, publicly available without restriction.

31.3 The Purchaser may disclose to a mandated third party auditor, for the sole purpose of audit support activities, any information, including sensitive information, received –

31.3.1 Within or in connection with a bid, quotation or offer; or

31.3.2 In the performance of or in connection with a contract.

31.4 **Flowdown.** Include the substance of this clause, including this paragraph (25.4), in all subcontracts, including subcontracts for commercial items.

ARTICLE 32 FORCE MAJEURE

32.1 **“Force Majeure”** means the occurrence of an event or circumstance that prevents a Party (the “Affected Party”) from performing one or more of its contractual obligations under the Contract, provided that:

(i) it renders performance impossible;

(ii) it is beyond the Affected Party’s reasonable control and without the Affected Party’s cause, fault or negligence;

(iii) by its nature it could not have been reasonably foreseen at the time of conclusion of the Contract; and

(iv) the effects of it could not reasonably have been avoided or overcome by the Affected Party.

31.5 Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [32.1] are all fulfilled, include:

31.5.1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;

31.5.2 civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;

31.5.3 currency and trade restriction, embargo, sanction;

31.5.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;

31.5.5 plague, epidemic, natural disaster or extreme natural event;

31.5.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and

31.5.7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

31.6 The Affected Party must give the other party to the Contract (the “**Other Party**”) written notice without delay detailing the occurrence and its expected duration. The Other Party shall within a reasonable time respond, stating whether it accepts or rejects the occurrence as Force Majeure.

31.7 If the Other Party accepts the occurrence as Force Majeure, the Contract shall remain in force but the Parties will be relieved from performance of their obligations (including payment) under Contract, from the date at which the Other Party received written notice, for so long as the effects of Force Majeure continue or for ninety (90) days, whichever is the shorter, provided that:

31.7.1 the Affected Party makes all reasonable efforts to limit the effects of Force Majeure upon performance and to avoid or overcome the effects of Force Majeure;

31.7.2 the suspension of performance is of no greater scope than is necessitated by Force Majeure;

31.7.3 the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [32.4.1], and notifies the Other Party immediately when the effects of Force

Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.

31.8 Neither Party shall be in breach of the Contract nor liable for delay in performing, or for failing to perform, its obligations under the Contract, due to Force Majeure.

31.9 Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety (90) days, the Parties may agree: (a) to a revised delivery schedule at no cost; (b) to a reduction of scope terminating part of the contract at no cost; or (c) to terminate the whole of the Contract at no cost.

ANNEX A

NCI AGENCY NON-DISCLOSURE DECLARATION

We, the undersigned.....(Company) duly represented by (hereinafter “Contractor”) do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under **RFQ-CO-115455-SGSBS**

_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 unauthorised 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-115455-SGSBS**.

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 **CO-115455-SGSBS** save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under **CO-115455-SGSBS**, 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 unauthorised hands.

That I commit to fulfil my obligations for the period of performance mentioned in the Schedule of Supplies and Services (including the optional periods) unless major events beyond my reasonable control happen.

That shall I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the Company that is currently employing me has provided NATO with an acceptable suitable substitute in accordance with Special Provision.

That I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me and to discharge these functions with the interests of NATO and the Host Nation only in view. I undertake not to seek or accept instructions in regard to the performance

of my duties from any government, company or from any authority other than that of NCI Agency or the Host Nation.

That within the next two weeks I shall acquaint myself with Host Nation security regulations and security operating instructions.

Date

Full name (in block capitals)

Signature

ANNEX B

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

Beneficiary: NATO Communications and Information Agency
 (NCI Agency) or its legal successor,
 Financial Management Unit
 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 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 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.

ANNEX C**LIST OF ACCEPTABLE BANKS TO ISSUE
PERFORMANCE GUARANTEES**

#	*Bank
1	KBC Group
2	Bank of Montreal (BMO)
3	Royal Bank of Canada
4	Scotiabank
5	Danske Bank
6	Citibank Europe
7	BNP Paribas
8	Credit Agricole Group
9	Societe Generale
10	Commerzbank AG
11	Deutsche Bank
12	Intesa
13	UniCredit S.p.A.
14	ING Group
15	Rabobank Group
16	Banco Santander
17	BBVA
18	Barclays PLC
19	HSBC Holdings
20	Standard Chartered Plc
21	Bank of America
22	Wells Fargo

**These Banks are in NATO-member countries.*



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

RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

PROVISION OF NON-PROTECTED MODEMS (WP 1)

BOOK II

PART III

BOA GENERAL PROVISIONS

*Please view your firms BOA Agreement with NCIA for the BOA GENERAL PROVISIONS



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

RFQ-CO-115455-SGSBS

PROVIDE SATCOM GROUND SEGMENT BASEBAND SYSTEMS

PROVISION OF NON-PROTECTED MODEMS (WP 1)

BOOK II

PART IV

STATEMENT OF WORK (SOW)

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SECTION 1. INTRODUCTION

1.1 Background

- [1] Under Capability Package 9A0130 Project 0CM03119, Provide SATCOM Ground Baseband Systems, NATO is procuring Super High Frequency (SHF) Military Satellite Communications (MILSATCOM) Frequency Division Multiple Access (FDMA) Next Generation Non-EPM modems. These new modems and appropriate variants will be installed across the fleet of NATO static, transportable and deployable ground terminals.
- [2] The Super High Frequency (SHF) Military Satellite Communications (MILSATCOM) Frequency Division Multiple Access (FDMA) Next Generation Non-EPM modems delivered within the scope of this Statement of Work (SoW) will provide transparent Ethernet transport over DVB-S2X waveforms, with focus on intra-theatre full or partially meshed communications. These modems are the baseband components to be integrated and operated in satellite terminals, ranging from the truck-based Transportable Satellite Ground Terminals (TSGTs), the transit case based Deployable Satellite Ground Terminals (DSGTs), to fly-aways including small man-packs, as well as the static single dish Satellite Ground Terminals (SGTs) and multiple dish Satellite Ground Stations (SGSs).

1.2 Purpose

- [3] This Statement of Work (SoW) details the Contractor's obligations with respect to the provision of the specified quantities of Super High Frequency (SHF) Military Satellite Communications (MILSATCOM) Frequency Division Multiple Access (FDMA) Next Generation Non-EPM (Electronic Protective Measures), hereafter collectively referred to as non-EPM modems.

1.3 Scope

- [4] This Contract covers the provision and delivery of all items detailed in this SoW and associated System Requirements Specifications (SRS) in Annex A, Maintenance and Support Concepts in Annex B and in quantities and delivery schedule as specified in the Schedule of Supply and Services (SSS) (Book II, Part I) and all in accordance with the terms and conditions of the Contract (Book I). More specifically, this SoW provides the conditions and requirements for:
 - Project management activities;
 - The procurement and delivery of the Super High Frequency (SHF) Military Satellite Communications (MILSATCOM) Frequency Division Multiple Access (FDMA) Next Generation Non-EPM and associated cables and accessories as detailed in Annex A (SRS), hereafter collectively referred to as non-EPM modems;
 - Testing and acceptance conditions and activities;
 - Integrated Product Support activities and deliverables;
 - Configuration Management and activities and deliverables;
 - Quality Assurance activities and deliverables.

IN-1 The Contractor shall manage the Contract in accordance with the requirements for Scope of Work (Section 2), Project Management (Section 3), Test and Acceptance (Section 4), Integrated Product Support (Section 5), Configuration Management (Section 6), Quality Assurance (Section 7).

1.4 Conventions

- [5] Requirements in the SoW that indicate tasks for the Contractor are preceded by a unique heading number, consisting of a prefix, followed by a number. Prefixes are as follows:
- IN (Section 1: Introduction and General requirements);
 - SW (Section 2: Scope of Work);
 - PM (Section 3: Project Management requirements);
 - TVV (Section 4: Testing, Verification and Validation requirements);
 - IPS (Section 5: Integrated Product Support requirements);
 - CM (Section 6: Configuration Management requirements);
 - QA (Section 7: Quality Assurance requirements);
 - Appendix A: Applicable and Reference Documentation;
 - Appendix B: Content and Structure for Integrated Product Support (IPS) Deliveries;
 - Appendix C: List of Acronyms;
 - Annex A: System Requirements Specification (SRS);
 - Annex B: Maintenance and Support Concepts.
- [6] Informational or context information not conveying any requirement on the Contractor is preceded by a number heading in brackets, [xx], without prefix letters.
- [7] Whenever requirements are stated here in to “include” a group of items, parameters, or other considerations, “include” means “include but not limited to”.
- [8] Whenever reference is made to a section or paragraph, the reference includes all subordinate and referenced paragraphs and any bullet or numbered list, if present.
- [9] 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 the activities that the Contractor is expected to cover for each of the areas above, and under each of the defined processes.
- [10] The convention to be used for numbers appearing in textual documents is for a comma to be the thousands separator and a period to be the decimal separator (e.g. 1,365,276.24).
- [11] The convention to be used for dates appearing in free text (e.g. quoting dates of meetings) is day-month-year and not month-day-year.

SECTION 2. SCOPE OF WORK

- [12] This section provides a notional view of the project logical schedule, as well as the list of key project milestones and criteria to be met by the Contractor.
- [13] Key project milestones are defined as:
- Milestone 0: Effective Date of Contract (EDC);
- SW-1 The Project Kick-Off meeting (KOM) shall be conducted three (3) weeks after the effective date of contract.
- SW-2 The draft PIP and the activities for the FAT/FAST events shall be reviewed during the KOM.
- SW-3 At KOM, the Contractor shall provide the modem's Technical Data Package as specified below.
- SW-4 The Technical Data Package (TDP) shall include the technical information for both versions of the modems, respectively specified in Annex A (SRS) of the SoW and Appendix B of the SRS.
- SW-5 The information provided in the TDP shall include an integration data package, which shall be be freely releasable to third parties, and shall contain the following information needed to integrate the modems in a host equipment:
- a. Prerequisites, warnings, and guidance for the physical integration of the modems;
 - b. Physical interfaces of the modems, including dimensions and mounting points;
 - c. Pictures of the relevant faces of the equipment;
 - d. Physical layout outlining the connectors and operator access points and indicators (keypads, screens, pushbuttons, leds ...etc);
 - e. Size, weight and power consumption characteritics of the modems;
 - f. Thermal dissipation characteristics and constraints;
 - g. The environmental conditions (electrical, thermal, mechanical, electromagnetical) supported by the modems;
 - h. Detailed Interface list, describing for all connectors, their functionality, their electrical interfaces, with nominal and limit characteristics, their connector type, their pinout associated with its signification.
- SW-6 The TDP shall include a control and monitoring data package, which shall befreely releasable to third parties and shall contain the following information needed to integrate the modems in the current and future Purchaser's local and central monitor and control systems:
- a. Interface Control Document (ICD) supplemented by an Interface definition Document (IDD);
 - b. Management and Information Base (MIB) and Object Identifiers (OIDs) of the modems, supplemented by an actual sample of the MIB;
 - c. Information and guidance as to the signification of all individual elements of the MIB;

- d. Technical Operation and Maintenance manual outlining the functionalities and signification of all commands and status information exchanged via the SNMP interface, associated to their correspondence with front panel operation;
 - e. Instructions to follow to configure the SNMP interface of the modems to make it functional and to troubleshoot the modem, if needed.
 - f. Where software drivers or applications are already developed and available, the Contractor shall provide them to the Purchaser to assist the development of the third party C&M software and provide an initial M&C capability to the Purchaser.
- SW-7 The TDP shall contain a breakdown of the hardware, software, and firmware, associated with the supported functionalites as requested in this SoW and the Annex A (SRS) of this SoW.
- SW-8 The TDP shall include a block diagram of the modems.
- SW-9 The TDP shall indicate the actual minimum and maximum datarates supported by the modems, associated with any potential restriction governing the symbol rates or modulations.
- SW-10 The TDP shall include the actual performance of the modems for the modulations and coding specified in the Annex A (SRS) of this SoW.
- SW-11 The TDP shall provide the technical elements, protocols, and procedures, detailing the operation of their TRANSEC solution for both point to point and point to multipoint operation, from preparation to execution, and how it will meet the requirements listed in the Annex A (SRS) of this SoW.
- SW-12 The Contractor shall provide the original TRANSEC Certificate/ Letter issued by National CIS Security Authority (NCSA) which declares that the cryptographic algorithm implemented in the TRANSEC product mechanism is approved by the NCSA for the protection of unclassified information.
- SW-13 The TDP shall provide the technical elements, protocols and procedures, detailing the operation of the Variable Coding and Modulation (VCM) and the Adaptive Coding and Modulation (ACM) modes in typical mesh and star SATCOM deployments.
- Milestone 1: Factory Acceptance Test (FAT);
- SW-14 The Contractor shall conduct FAST following the test regime described in Section 4 of this SoW.
- SW-15 The Contractor shall deliver the corresponding the FAT Testing Documentation as specified in Section 4, Table 4-1 and the IPS Deliveries as specified in Section 5, Table 5-1 of this SoW.
- Milestone 2: First Article System Test (FAST);
- SW-16 The Contractor shall conduct FAST following the test regime described in Section 4 of this SoW.
- SW-17 The Contractor shall deliver the corresponding FAST Testing Documentation as specified in Section 4, Table 4-1.

- SW-18 The Contractor shall deliver the corresponding IPS Deliveries for FAST as specified in Section 5, Table 5-1 of this SoW.
- Milestone 3: Batch Delivery Acceptance 1 (BDA 1);
- SW-19 Upon approval of FAT/FAST Test Reports, the Contractor shall ship the first batch to the Purchaser's CSSC (Brunssum), the Netherlands, in accordance with the Packaging, Handling, Storage and Transportation requirements detailed in Section 5.10 and with the schedule/quantities stipulated in the Schedule of Supply and Services (SSS). Each equipment shall be accompanied by the manufacturer's original Certificate of Conformity (CoC) and the Test Data Record.
- SW-20 Batch Delivery Acceptance 1 shall be granted in accordance with Section 4.4. of this SoW.
- SW-21 The Contractor shall deliver the corresponding IPS Deliveries for BDA 1 as specified in Section 5, Table 5-1 of this SoW.
- Milestone 4: Batch Delivery Acceptance 2 (BDA 2);
- SW-22 The Contractor shall ship the second batch to the Purchaser's CSSC (Brunssum), the Netherlands, in accordance with the Packaging, Handling, Storage and Transportation requirements detailed in Section 5.10 and in accordance with the schedule/quantities stipulated in the Schedule of Supply and Services (SSS). Each equipment shall be accompanied by the manufacturer's original Certificate of Conformity (CoC) and the Test Data Record.
- SW-23 Batch Delivery Acceptance 2 shall be granted in accordance with Section 4.4. of this SoW.
- SW-24 System Acceptance shall involve two milestones:
- Provisional System Acceptance (PSA), following the Batch Delivery Acceptance 1 and 2;
 - The Final System Acceptance (FSA).
- SW-25 System Acceptance is a process through which discrepancies resulting from the evaluation of the PSA pre-requisites are assessed and categorized by the Purchaser, as follows:
- Class 1 discrepancies: the Purchaser will assign this category to those discrepancies or deviations that need to be cleared before PSA can be declared;
 - Class 2 discrepancies: the Purchaser will assign this category to those discrepancies or deviations that are not critical enough to hold PSA, but need to be cleared before declaring FSA.
- Milestone 5: Provisional System Acceptance (PSA);
- SW-26 In order to request PSA, the Contractor shall demonstrate:
1. The delivery of equipment Batch 1 and 2 has been accepted, following the guidance and processes outlined in Section 4 of this SoW;
 2. All Class 1 discrepancies have been cleared;

3. The delivery of all IPS Documentation as specified in Section 5, Table 5-1 of this SoW;
4. All training sessions have been conducted as described in Section 5.8 of this SoW;

SW-27 At such time as the Contractor has completed the above, he shall notify the Purchaser in writing that the pre-requisites for PSA are fulfilled.

[14] Within 2 weeks of receipt of the PSA Notification, the Purchaser will schedule a PSA Review Meeting.

SW-28 At the PSA Meeting the Contractor shall present to the Purchaser evidence that all conditions listed in for PSA have been met. For that purpose, the Contractor shall provide a PSA declaration form, listing the conditions above and containing the PSA Observation Sheet.

SW-29 The PSA Observation Sheet shall be the log of all Class 2 discrepancies raised during the PSA meeting, classified in the two categories above, with a statement on their required resolution and resolution timeline.

SW-30 The Contractor shall note that any Certificate of Conformity provided at the time of the PSA meeting is considered to also be provisional pending correction of noted deficiencies before Final System Acceptance.

- Milestone 6: Final System Acceptance (FSA);

[15] Final System Acceptance (FSA) is the act by which the Purchaser has evaluated and determined that the procured equipment meets the requirements of the Contract, and that the Contractor has fully delivered all requirements.

SW-31 To achieve FSA, the Contractor shall demonstrate the following:

1. The Contractor has met all of the PSA milestone requirements to be implemented under this Contract;
2. All Class 2 discrepancies have been cleared;
3. The delivery of all IPS Documentation as specified in Section 5, Table 5-1 of this SoW;
4. The Contractor has executed all milestones, has delivered all deliverables and conducted all activities, as specified under this Contract;
5. The Contractor has updated the training material as required, based on the Training Evaluation Report and the training feedback.

SW-32 At such time as the Contractor has completed the prerequisites defined above, he shall notify the Purchaser in writing that the prerequisites for FSA are fulfilled.

[16] Within 2 weeks of receipt of the FSA notification, the Purchaser will schedule a FSA Review Meeting.

SW-33 The Contractor shall demonstrate at the FSA Review Meeting that:

- All the conditions for FSA have been met;
- The Purchaser has received all Contract deliverables.

- SW-34 The Contractor shall prepare a written record of the FSA Review Meeting in the form of meeting minutes that shall be completed and signed by the representatives of the Contractor and Purchaser respectively. The FSA Minutes shall be forwarded to the Purchaser's Contracting Authority who will formalise the decisions of the FSA Meeting in writing and officially notify the Contractor of such decisions within fourteen days of receipt of the FSA Minutes.
- SW-35 The Contractor shall note that the Certificate of Conformity provided by the Contractor at the time of FSA Review Meeting minutes will be considered to be final and without condition, upon granting of FSA.
- Milestone 7: Warranty.
- SW-36 Warranty provisions shall be conducted in accordance with the requirements described in Section 5.8 of this SoW.

SECTION 3. PROJECT MANAGEMENT

3.1 The NCI Agency Project Management Team (PMT)

- [17] The NCI Agency as the Purchaser will be represented by the NCI Agency Project Management Team (PMT) that will be responsible for reviewing and guiding this project in line with the requirements of this SoW.
- [18] The PMT will be chaired by the NCI Agency Project Manager who will be the primary interface between the Contractor and the NCI Agency for technical matters.
- [19] The PMT will also include the Contracting Officer who will act as the Purchaser's representative and will be the primary interface between the Contractor and Purchaser from the Effective Date of Contract.
- [20] All changes to the Contract will be made through the Purchaser's Contracting Officer only.
- [21] The PMT Project Manager, or any of the specialist support staff, may not make changes to the terms and conditions of the Contract, but may only provide the NCI Agency's interpretation of technical matters.
- [22] The PMT Project Manager will be supported by specialists in certain areas who may, from time to time, be delegated to act on the PM's behalf in their area of expertise.
- [23] The PMT will be responsible for reviewing and acceptance of the deliverables from the Contractor.

3.2 Contractor Responsibilities

- PM-1 The Contractor shall designate a Project Manager (PM), who shall direct and coordinate the activities of the Contractor's project team.
- PM-2 The Contractor's project team shall include as a minimum the Project Manager and a Technical Lead.
- PM-3 The Contractor shall provide a comprehensive Curriculum Vitae (CV) for both, Project Manager and Technical Lead proposed for this project, to confirm that the individuals have the qualifications and experience required for this project.
- PM-4 The Project Manager shall be the Contractor's primary contact for the Purchaser's Project Manager and shall conduct all major project status reviews.
- PM-5 The Contractor's Project Manager shall be prepared at all times to present and discuss the status of Contract activities with the Purchaser's Project Manager, Contracting Officer, or Technical Lead.
- PM-6 The Contractor's Project Manager shall have experience managing projects similar to this project in technical and financial scope.
- PM-7 The Contractor shall consult regularly with the Purchaser to ensure that project management practices are compatible, meet their joint requirements and are tailored to meet the requirements of the project.
- PM-8 All documentation produced under this Contract shall follow the document convention and format as detailed in Section 1.4 of this SoW.

3.3 Project Implementation Plan (PIP)

- PM-9 The Project Implementation Plan (PIP) serves as project implementation documentation, including all technical aspects. The PIP evolves over time starting as a plan to the definitive as-is documentation.
- PM-10 The Project Implementation Plan (PIP) shall describe how the Contractor shall implement project/contract administration.
- PM-11 The PIP shall consider all project implementation aspects, which include management provisions, facilities, schedules, personnel assignments, external relationships and project control.
- PM-12 The PIP shall provide 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.
- PM-13 The Contractor shall ensure that the PIP accurately reflects Contractor's plans for the full duration of the period of performance of the Contract.
- PM-14 After approval by the Purchaser, the final version of the PIP shall be the official document against which the Contractor is expected to conduct the performance of the Contract. The approved PIP shall however not supersede the Contract, and the Schedule of Supplies and Services (SSS) in particular.
- [24] The content of the plans in PIP is described in detail in the related sections of this SoW.
- PM-15 The draft PIP shall be provided to the Purchaser for review and acceptance within two (2) weeks after EDC.
- PM-16 The Purchaser will review the draft PIP for a period of up to ten (10) days after its submission and will provide written confirmation that he accepts the PIP as offered or provide comments on the draft PIP at the end of this period.
- PM-17 The Contractor shall update the draft PIP and shall incorporate all Purchaser comments concerning deviations from and omissions of contract requirements and shall deliver the updated document within eight (8) weeks after EDC.
- PM-18 When the Purchaser is satisfied that all comments have been satisfactorily incorporated he will approve its issue. The approval of the PIP by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from its responsibilities to meet the requirements stated in this SoW.
- PM-19 The final PIP Document reflecting Purchaser's comments shall be provided to the Purchaser within eight (8) weeks after EDC.
- PM-20 The PIP is a living document during the whole lifecycle of the project, therefore shall be kept up to date throughout the project, and shall be subject of review at each Project Review Meeting (PRM), until and including Final System Acceptance (FSA).
- PM-21 The PIP shall include the sections listed and described below:
- (1) Project Overview, which shall provide an executive summary of the offered equipment and services;
 - (2) Project Management Plan (PMP), provided as a Gantt chart with supported text;
 - (3) The Project Master Test Plan (PMT) as described in Section 4;

- (4) Integrated Product Support Plan (IPSP) as described in the Section 5;
- (5) In Service Support Plan (ISSP) as described in the Section 5;
- (6) Configuration Management Plan (CMP) as described in the Section 6;
- (7) Quality Assurance Plan (QAP) as described in the Section 7;
- (8) The Project Master Schedule (PMS) that shall contain all contract events and milestones for the Project.
 - The PMS shall include all contractual deliverables, their delivery dates, and the tasks associated with them.
 - The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources.
 - The PMS shall include activity network, activity Gantt views, milestone and identify the critical path for the overall project.
 - The PMS shall be provided in Microsoft Project format.
- (9) Project Personnel, which shall include the Curriculum Vitae and security clearance information for the Contractor's project team as specified in Section 3.2 of this SoW.

3.4 Project Review Meetings

- PM-22 The Contractor shall coordinate and hold the following Project Review Meetings (PRM) with the Purchaser:
- (1) PRM 1 includes Project Kick-Off Meeting (KOM),
 - (2) PRM 2 after FAST (First Article System Test)/ FAT (Factory Acceptance Test) events,
 - (3) PRM 3 includes Provisional System Acceptance (PSA) Meeting,
 - (4) PRM 4 includes Final Systems Acceptance (FSA) Meeting,
 - (5) PRM 5 includes the Mid Warranty Review Meeting.
- PM-23 PRM 1 shall be the Project Kick-Off meeting (KOM) to be conducted three (3) weeks after the effective date of contract, during which the draft PIP and the activities for the FAT/FAST events shall be reviewed.
- PM-24 One week before each PRM, except the 1st PRM - Kick-Off, the Contractor shall provide a Project Status Report (PSR), with the status of all on-going tasks, the status of the Contract deliverables and identifying any changes to the Risk Log and Issue Log.
- PM-25 Problems shall be identified and discussed with the Purchaser Project Manager promptly, and shall not be held over until the next PRM. Problems should not remain undisclosed in between meetings.

[25] A PRM may be cancelled or postponed by the Purchaser without financial penalty.

- PM-26 PRMs shall be held at the Purchaser's facilities in Belgium (Brussels, Braine l'Alleud or Mons). The exact dates of the meetings will be established by mutual convenience of the involved parties. If mutually agreed, the PRMs shall also be conducted through a voice or video conferencing method.
- [26] Meetings will be scheduled and chaired by the Purchaser's Project Manager.
- PM-27 The Contractor shall ensure that the Contractor's Project Manager and appropriate support staff participate in these meetings.
- PM-28 The Contractor shall be responsible for producing minutes/records of PRMs and providing a draft copy for Purchaser review within 1 week after the PRM.
- PM-29 The minutes shall be agreed and signed by both Parties as a correct record of the PRM and the current status of the contract.
- PM-30 The Contractor shall not consider the minutes as the basis for changes to the terms and conditions or Statement of Work of the Contract in the absence of a formal Contract Amendment.

3.5 Other Meetings

- PM-31 The Purchaser reserves the right to call additional ad-hoc PRMs to resolve issues, clarify requirements or review progress.
- PM-32 The Purchaser shall host all additional 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.
- PM-33 Upon approval by the Purchaser's PM, the Contractor shall schedule, organise, and conduct such meetings.

SECTION 4. TESTING, VERIFICATION AND VALIDATION REQUIREMENTS

4.1 Introduction

- [27] This section defines the generic requirements to be applied by the Contractor to the Testing, Verification and Validation (TVV) process, which is required for verification and validation of the requirements set forth under this Contract by the Purchaser.
- [28] Each requirement below contains an Independent Verification and Validation (IVV) reference number (in brackets at the end of the statement), which refers to the Purchaser's internal processes. This process will be explained in the Kick-Off meeting.
- [29] The Contract requires a set of TVV activities to verify its compliance with the contractual requirements set forth in the SoW and all applicable Appendixes and Annexes.
- [30] The basic Verification methods are described in the following paragraphs. Further verification methods may also be used if necessary. In some cases, more than one verification method might be required in order to verify fulfilment of a requirement.
1. **Test:** Test (or testing) is the operation of the system/services, or a part of it, under controlled and specified real or simulated conditions, generally using instrumentation, other special test equipment or specific test patterns to collect data for later analysis. This verification method usually requires recorded results to verify that the requirements have been satisfied. Input data and results are provided in the test procedures.
 2. **Demonstration:** The operation of the system, or a part of the system/services, that relies on observable functional operation not requiring the use of instrumentation, special test equipment, or subsequent analysis. It is a qualitative exhibition of functional performance, usually accomplished with no or minimal instrumentation or test equipment.
 3. **Analysis:** Analysis is the review and processing of design products (documentation, drawings, presentations, etc.) or accumulated data obtained from other qualification methods, such as manufacturer's tests of a product to be mass-produced, to verify that the system/component design meets required design criteria. It may use analytical data or simulations under defined conditions to show theoretical compliance. Modelling and simulation may be used.
 4. **Inspection:** Inspection is an examination of the item against applicable documentation to confirm compliance with requirements. It is the visual examination of a hardware item and associated descriptive documentation. Verification is based on the human senses (sight, touch) or other means that use simple measurement and handling methods. No stimulus is necessary. Passive resources such as metre rule or gauge may be used. For software, traceable documentation and code inspection can be used. For Non-Developmental Items (NDI), Modified NDI and Developmental Items, hardware inspection is used to determine if physical constraints are met, and hardware and/or software, inspection is used to determine if physical quantity lists are met.
- TVV-1 All deliverables supplied by the Contractor under this Contract shall be verified and validated to meet the requirements stated in the SoW and all applicable Appendixes and Annexes, in particular:

- a. The Contractor shall perform the verification activities within each Build Process;
- b. The Contractor shall perform verification to confirm that each element properly reflects the specified requirements, design, code, integration and documentation;
- c. The Contractor shall support Purchaser led Validation Activities to confirm that the solution is fit for purpose.
- d. The Contractor shall demonstrate to the Purchaser that there is a testing process in place for the project, with quality assurance oversight.

TVV-2 The Contractor shall have the overall responsibility for test execution. This includes the development of all test documentation required under this Contract, the conduct of all testing except Batch Delivery Acceptance (BDA), and the evaluation and documentation to be delivered.

TVV-3 The Contractor shall provide an overall project Test Manager, who will work closely with the Purchaser’s assigned IVV lead.

TVV-4 The Contractor shall assign and provide a Test Director and Test Operators for the entire duration of the testing phase/s.

TVV-5 The Contractor shall provide a Test Documentation Package comprised of the following documents:

Work Product Name	Sent to Review/Approve
The Project Master Test Plan (PMTP)	<i>4 weeks after EDC</i>
Test Plans for individual test events including test design specifications	<i>2 months before test event</i>
Any submitted test Waivers together with supporting material	<i>4 weeks before test event</i>
The Test Procedures/Scripts/Steps	<i>4 weeks before test event</i>
Status Reports	<i>Periodically (to be set in PMTP)</i>
The Test Reports	<i>1 week after test event</i>
The Requirements Traceability Matrix (RTM) updated with test-related information	<i>First with PMTP and update per test event</i>
Verification Cross Reference Matrix (VCRM)	<i>First with PMTP and update per test event</i>

Table 4-1 Test Documentation

TVV-6 The Contractor shall produce a Project Master Test Plan (PMTP) to address the plans for each V&V activities listed in this SoW.

- TVV-7 The Contractor shall describe how the Quality Based Testing is addressed and implemented in the PMTP.
- TVV-8 The Contractor shall describe all formal tests, verification and validation activities in the PMTP with a testing methodology and strategy that fit the design and development methodology chosen by the project.
- TVV-9 The Contractor shall produce and maintain the Requirement Traceability Matrix (RTM) which includes all functional and non-functional requirements throughout the Contract execution to demonstrate that the verification and validation methods can successfully verify requirements and that those requirements are tracked. The Purchaser will review and approve the proposed RTM.
- TVV-10 The Contractor shall produce and maintain the Verification Cross Reference Matrix (VCRM) which defines how the requirement will be verified at each of the TVV activities:
- a. The verification method: Inspection, Analysis, Test or Demonstration;
 - b. Correspondent test phase(s) for each requirement;
 - c. Coverage Status.
- TVV-11 If applicable, the Contractor shall develop and validate any Test Harnesses, simulators and stubs, including all script/code/data/tools required to execute the planned functional and non-functional tests in the Test Environment.
- [31] The testing locations are as defined in the Schedule of Supplies and Services (SSS).
- TVV-12 The PMTP shall define and describe the following test phases:
- a. Factory Acceptance Test (FAT);
 - b. First Article System Test (FAST);
 - c. Batch Delivery Acceptance (BDA);
 - d. Provisional System Acceptance (PSA);
 - e. Final System Acceptance (FSA).
- TVV-13 For each test phases the Contractor shall follow TVV process defined in PMTP and shall prove full compliance with the requirements of Annex A to this SoW through any combination of the following as agreed by the Purchaser:
- Testing;
 - Demonstration and documentation;
 - Provision of Certificates of Conformity and/ or equipment specifications;

- Inspection;
- Analysis.

- TVV-14 All testing except BDA shall be the responsibility of the Contractor, who shall provide the personnel, documentation, equipment, and facilities, as required for the installation, commissioning and execution of the test.
- TVV-15 The Contractor shall be responsible for the coordination and performance of tests, and shall ensure that an adequate number of the Contractor's engineers and technicians are present to ensure the timely completion of all tests.
- TVV-16 The Contractor shall provide the necessary duly calibrated test equipment, tools and any other items required for the satisfactory completion of all tests, and the recording of their results.
- TVV-17 The test equipment shall remain the property of the Contractor, with the exception of those test items provided by the Purchaser on loan to support some of the tests.
- TVV-18 The Contractor shall be responsible for the shipment (transport costs) of any test equipment provided on loan, from the Purchaser's premises (in Europe) to the Contractor's premises.
- TVV-19 The Contractor shall grant access to the Contractor's facilities for the Purchaser and/or his Designated Representative to attend FAT.
- TVV-20 The Contractor shall make available to the Purchaser, all required Contractor facilities, information and assistance necessary to permit a valid interpretation of the test results.
- TVV-21 The Test Environment at the Contractor's facility shall be under the configuration control of the Contractor during the testing period. Prior to the commencement of the tests, the Contractor's Test Environment shall be baselined and no changes to hardware, software, firmware and/or configuration shall be introduced by the Contractor, unless explicitly authorised in writing by the Purchaser. Failure to do so will be identified by the Test Readiness Review.
- TVV-22 The Contractor shall conduct a Test Readiness Review (TRR) prior to the start of any of the tests phases. The TRR shall identify if all systems and or sub-systems to be tested are ready according to the acceptance criteria as identified in the System Testing and Acceptance Plan.
- TVV-23 At all Test Phases, the Contractor shall prove with verification methodology, demonstration or test, unless otherwise agreed with the Purchaser, that proposed equipment meets the requirements stated in the Annex A of this SoW in the following areas:

- a) Functional Requirements,

b) Technical Requirements.

TVV-24 During each TRR the following documents shall be available for review : Test Plan, Test Cases/Scripts, Test Data, Test Environment Baseline, Existing defects, Dry Run results, Dry run Test Report.

4.2 Factory Acceptance Test (FAT)

TVV-25 Factory Acceptance Test (FAT) is the operational test performed on new hardware and software to verify that each individual unit will meet the functional and performance level specification. The Contractor shall run FAT on each main component of the modem before commencing the FAST. COTS hardware level verification will reuse to the maximum extent results from manufacturer test sheets and/or certificates of conformity.

TVV-26 During the FAT the Contractor shall prove by testing that proposed equipment meets the requirements stated in the Annex A of this SoW.

TVV-27 The Contractor shall conduct FAT at their premises.

TVV-28 The Contractor shall document the FAT results in a FAT Test Report, this report is part of the deliverables.

TVV-29 FAT will be witnessed by the Subject Matter Expert (SME) designated by the Purchaser. The SME is to countersign respective FAT Test Report.

TVV-30 The FAT Test Report shall be issued to the Purchaser within 1 week of FAT completion for review and approval.

TVV-31 The Purchaser will review the FAT Test Report for a period of up to ten (10) days after its submission and will provide written confirmation that he accepts the Report as offered or provide comments at the end of this period.

TVV-32 Upon review and approval of the FAT Test Report by the Purchaser, the Contractor shall proceed to the next testing phase.

TVV-33 The Purchaser has the right to include discovered deficiencies in the FAT Test Report, even if they are outside the scope of the areas as defined in Test Plan.

4.3 First Article System Test (FAST)

TVV-34 The First Article System Test (FAST) is a system-level test where the product shall be integrated in an end to end satellite communication network and shall prove end to end SRS requirement compliant operation.

TVV-35 The Contractor shall conduct FAST at one of the Purchaser's facilities in Belgium or the Netherlands with a minimum of 5 terminals.

- TVV-36 The FAST shall demonstrate all the system functionalities required in the SRS including VCM and ACM, at L band and via a real satellite with direct connectivity through a duplex transparent transponder, for at least the following network topologies:
- a. Star network with 1 hub and at least 5 spokes;
 - b. Full Meshed network with 5 terminals;
 - c. Full mesh network with 5 terminals, 2 of which with a simulated large antenna and higher ingress capacity, and 3 of which disadvantaged with a simulated smaller antenna and lower ingress capacity.
- TVV-37 The FAST shall demonstrate all the system functionalities required in the SRS including VCM and ACM, at L band and via a real satellite with cross connectivity through 2 simplex transparent transponders, for at least the following network topologies:
- a. Star network with 1 hub and at least 5 spokes;
 - b. Bi-Star network with 2 terminals on one coverage connected to all 4 terminals on the other coverage;
 - c. Bi-star network with 2 terminals on one coverage, connected to all 4 terminals on the other coverage, 2 of which with a simulated large antenna and higher ingress, and 2 of which disadvantaged with a simulated smaller antenna.
- TVV-38 The Contractor shall document the FAST results in a FAST Test Report, this report is part of the deliverables.
- TVV-39 FAST will be witnessed by the Subject Matter Expert (SME) designated by the Purchaser. The SME is to countersign respective FAST Test Report.
- TVV-40 The results of the FAT/FAST Test Reports shall be discussed during the FAST Review Meeting which will be held at the Contractor's facilities. If mutually agreed, the meeting can also be conducted through a voice or video conferencing method.
- TVV-41 FAST shall be considered passed if all the Tests documented in the PMTP are cleared by the Contractor to the satisfaction of the Purchaser.
- TVV-42 In case of failures during FAST Testing, the Contractor shall proceed as described in Section 4.7. Test Failures.
- TVV-43 The Purchaser has the right to include deficiencies in the FAST Test Report, even if outside the scope of the areas as defined in FAST or not part of the FAST Test Plan.
- TVV-44 The FAST Test Report shall be issued to the Purchaser within 2 weeks of FAST completion for review and approval.

- TVV-45 The Purchaser will review the FAST Test Report for a period of up to ten (10) days after its submission and will provide written confirmation that he accepts the Report as offered or provide comments at the end of this period.
- TVV-46 The acceptance/approval of the FAST Test Report shall be the pre-condition for the shipment of Batch 1 and 2 of equipment to CSSC Brunssum, in accordance with the SSS.

4.4 Batch Delivery Acceptance

- [32] The Purchaser will conduct the BDA at their premises.
- [33] Upon delivery of each batch, the Purchaser will visually inspect all deliveries for transportation damage and verification against packing and inventory lists.
- [34] Also, during the delivery inspection the Purchaser will verify the following, but not limited to:
- all deliverables associated to the relevant batch (as per the SSS) are delivered;
 - the requirements have been fulfilled by provisioning a Certificate of Conformity (CoC) for delivered equipment;
 - Test Data Records are provided for every piece of equipment.
- TVV-47 The Contractor shall take back and replace any damaged items, and correct any discrepancies with the packing and inventory lists, at no additional cost to the Purchaser, and without delay to the project.
- [35] Following the replacement of any damaged items, and correction of any discrepancies with the packing and inventory lists, the Purchaser will grant BDA.

4.5 Provisional System Acceptance (PSA)

- [36] Batch Delivery Acceptance for Batch 1 and Batch 2 shall be a prerequisite for PSA.

4.6 Final System Acceptance (FSA)

- [37] To declare Final System Acceptance (FSA), the Purchaser shall verify that all the test reports have been approved and all equipment and services detailed in the Schedule of Supplies and Services have been delivered and all deficiencies noted have been cleared by the Contractor to the satisfaction of the Purchaser.

4.7 Test Failures

- TVV-48 Should a failure occur during testing, a failure report shall be raised by the Contractor and a preliminary investigation shall be immediately carried out in order to classify the failure as one of the following:
- Class “A”: there is evidence that the cause was an external or transient condition;

- Class “B”: there is mutual agreement that the cause was an inherent design or manufacturing deficiency in the unit under test; or
- Class “C”: When the specific nature of the cause cannot be immediately determined and a more detailed investigation is required before a conclusion can be drawn.

- TVV-49 The Contractor shall be responsible for all costs related to the rectification of deficiencies or failures and subsequent re-testing caused by the design or production of the deliverables identified during the verification and/or testing cycles. The Contractor shall be responsible for any travel, subsistence and other incidental expenses incurred by the Purchaser as a result of the requirement for the re-performance of tests necessitated by test failures.
- TVV-50 After remedial action has been taken by the Contractor, the test may be resumed at the step during which the deficiency or failure was identified, however, the Purchaser shall have the right to require that re-testing includes all of the tests related to the verification of that particular specification requirement.
- TVV-51 The Contractor shall seek the Purchaser's agreement of a mutually suitable time when testing shall be resumed, subsequent to the Purchaser having accepted the contents of a formal submission by the Contractor providing full details describing the cause of the failure and the recommended remedial actions to be taken.

4.8 Test Reports

- TVV-52 The Contractor shall document the Test results in a Test Report. The Test Report cover sheet shall include a summary section clearly showing whether the testing passed, failed, or was not run, and for what reasons.
- TVV-53 On completion of the Tests, the Contractor shall forward the Test Reports to the Purchaser for review and approval. The Purchaser's approval of all Test Reports shall be a condition for the FSA to be granted.

SECTION 5. INTEGRATED PRODUCT SUPPORT

[38] This section addresses the Integrated Product Support (IPS) requirements of the project. The purpose of this section is to ensure that the Contractor uses sound best practices to plan, implement, integrate, continuously measure and fine tune the IPS activities, as well as to ensure timely and correct delivery of the project.

IPS-1 The Contractor’s internal Life Cycle Management (LCM) process and system shall comply with STANAG 4728 “System Life Cycle Management (SLCM)”.

IPS-2 The Contractor shall establish an IPS Programme to manage the IPS activities within this Contract by: providing evidence that the designed solution is at least for a service life of fifteen (15) years starting from the successful completion of FSA, assuring and managing the supportability of the solution (i.e.: availability for supply of spare parts and/or the relevant repair services and obsolescence strategy);

IPS-3 The Contractor shall provide the following IPS deliveries as per the requirements in the present Statement of Work and in accordance to the Appendix B (Content and structure for Integrated Product Support deliveries) part of the present SoW:

Title	Iss	Due date	References
Integrated Product Support Plan (IPSP)	Draft	EDC + 2w	Section 5.1 and Appendix B
	Final	EDC + 8w	
Product Support Data Package	Draft	EDC + 8w	Section 5.2 and Appendix B
	Final	FAT – 2w	
Initial Provisioning List (IPL)	Draft	FAT – 2w	Section 5.4
	Final	FSA – 8w	
Obsolescence Report	Draft	FAT – 2w	Section 5.3 and Appendix B
	Final	FSA – 2w	
Warranty Report	Final	Warranty End	Section 5.8
User Manuals	Draft	FAST – 2w	Section 5.6
	Final	BDA#1 – 2w	
Maintenance Manuals	Draft	FAST – 2w	Section 5.6
	Final	BDA#1 – 2w	
Training Documentation	Draft	BDA#1 – 2w	Section 5.7
	Final	PSA – 2w	
Training Execution for Trainers (including reports)	Execution/completion	BDA#1	Section 5.7
	Report	Training end + 2w	
In Service Support Plan (ISSP)	Draft	FAT – 2w	Section 5.10 and Appendix B
	Final	FSA – 2w	

Table 5-1 IPS Deliveries

IPS-4 The Contractor shall provide the draft issue of required IPS deliveries in the PIP, describing for each paragraph the detailed content that shall be issued during the contract execution so to show the concept, understanding and commitment of each activity.

IPS-5 All Contractor and Purchaser activities and milestones related to IPS shall be identified and included in the Project Master Schedule (PMS) of the PMP in the PIP.

5.1 Integrated Product Support Plan

IPS-6 The Contractor shall provide a **Integrated Product Support Plan (IPSP)** that shall describe the Contractor's approach and plans for each product support element:

- Reliability Availability Maintainability and Testability (RAMT) and Failure Mode Effect and Criticality Analysis (FMECA),
- Logistics Support Analysis (LSA) including Product Support Data and Database and Supply Support,
- Packaging Handling Storage and Transportation (PHST),
- Parts Obsolescence Management,
- Technical Publications,
- Training.

IPS-7 The IPSP shall include a schedule and a detailed description of the interaction of the IPS activities with the other activities performed. The IPSP shall be updated and resubmitted if required to trace updates in the programme execution.

5.2 Product Support Data Package

IPS-8 The Contractor shall provide a **Product Support Data Package** that shall include Reliability, Availability, Maintainability and Testability data, Failure Mode Effects Analysis (FMEA), Maintenance Tasks data, Product Support Database, Level of Repair data and the Repair Price List.

IPS-9 The Contractor shall provide the relevant Reliability, Availability, Maintainability and Testability data by providing:

- data sheets and references, clearly indicating reliability and maintainability characteristics used as data input to any of the RAMT activities;
- all draft and final calculations (ref MIL-HDBK-338B) or by actual data collected from already fielded systems for:
 - reliability (MTBF and MTBCF),
 - maintainability (MTTR and MTTRS),
 - testability: Fault Detection (FD) percentage and Fault Isolation (FI), percentage with and without ambiguity,
- artifacts.

IPS-10 The Contractor shall provide the relevant Failure Mode Effect Analysis (FMEA) & Criticality Analysis (CA) down to the hardware LRU/SRU and firmware/software CSCI level in accordance with IEC 60812:2018 or MIL-STD-1629A.

- IPS-11 The Contractor shall provide a functional FMEA & CA considering the effects of failure of hardware LRU/SRU and firmware/software CSCI level directly to the function(s) that can/will be lost or degraded.
- IPS-12 The Contractor shall provide the relevant Maintenance Tasks data down to the hardware LRU and firmware/software CSCI level, detailing for each maintenance task: duration, maintenance level (as per appendix C), spares and consumables, tools and test equipment, facilities.
- IPS-13 The Contractor shall provide the relevant Product Support Database down to the hardware LRU/SRU and firmware/software CSCI level to collect all data provided in the Product Support Data Package and to be coherent with the relevant information contained in the Technical Publications and Training materials.
- IPS-14 The Contractor shall provide the relevant Level Of Repair data down to the hardware LRU/SRU and firmware/software CSCI level to recommend the most cost efficient solution for the level at which each maintenance task should be performed and the decision to repair or discard unserviceable LRUs.
- IPS-15 The Contractor shall provide the relevant Repair Price List (RPL) associated to all items and relevant Level Of Repair.

5.3 Obsolescence Report

- IPS-16 The Contractor shall perform the Parts Obsolescence Management during the project execution up to the end of warranty period providing **Obsolescence Report** to keep the Purchaser informed about any potential obsolescence problems or risks and the mitigation strategies, about any obsolescence related risk providing the end of sale, end of production, end of support, mitigation options.
- IPS-17 The Contractor shall recommend, as part of the Obsolescence Report:
- a replacement (if available), when the designation of a replacement item becomes necessary due to discontinuance of support;
 - either to implement an Off-The-Shelf (OTS) solution and modify the requirement accordingly or redesign a suitable alternative, when the recommended OTS item is not fully compliant with the Contract Requirements;
 - items with form, fit and function features will be given first preference to avoid development costs.

The implementation of the above recommendations shall be in accordance with ECPs.

5.4 Supply Support and Provisioning

- IPS-18 The Contractor shall provide **Initial Provisioning List (IPL)** to include a fully detailed and priced:

- 1) Recommended Spare Parts List (RSPL) that shall detail all spares in a hierarchical breakdown including as a minimum the information of the table below for MDS.
- 2) Recommended Consumable Items List (RCIL) that shall detail all consumables including as a minimum the information of the table below for MDS.
- 3) Recommended Tools and Test Equipment List (RTTL), that shall detail all standard and special-to-type tools (both HW and SW/FW), test equipment and test fixtures, cables, connectors, support equipment (e.g.: cranes, lifting platforms, etc.) to perform hardware and software maintenance tasks including as a minimum the information of the table below for MDS.

IPS-19 The Contractor shall provide the full and complete Inventory/**Material Data Sheet (MDS)** of all items and documents to be delivered under this contract at least ten (10) working days before shipment. It shall contain the following information:

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".

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

Table 5-2 Inventory/Material Data Sheet Information

5.5 Packaging, Handling, Storage and Transportation

5.5.1 Packing, Coding and Labelling (Packaging)

IPS-20 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.

- IPS-21 The Contractor shall design the packaging for each item and deliver each item fully packaged and protected in individually reusable containers.
- IPS-22 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.
- IPS-23 The Contractor shall provide any Special To Type (non-commercial) packaging materials required for the shipment of items, if needed/required, at no extra cost to the Purchaser.
- IPS-24 The Contractor shall label each item and the relevant package with, at least:
 - OEM Part Number and Cage code and Serial Number (if any) item part name
 - Vendor Part Number and Cage Code, Serial Number (if any), item part name (if different from OEM item part name)
- IPS-25 The Contractor shall package, crate or otherwise prepare items in accordance with best commercial practices considering the destination and the mode of transportation. Any Special To Type (non-commercial) packaging will be retained by the Purchaser for return of the items under Warranty if necessary.
- IPS-26 The Contractor shall mark the packages, palettes and/or containers in which supplies are transported shall, in addition to normal mercantile marking, showing on a separate nameplate the name of this project, contract number and shipping address and clearly marked with the text “NATO PROPERTY”.
- IPS-27 The Contractor shall provide a Packing List for each consignment to allow for easy identification of the content of each package:
 - One Packing List shall be affixed to the exterior of the consignment in a sealed, weatherproof envelope on the outside of each box, palette and/ or container
 - A second copy shall be put inside each container/box.
 - A third copy should be emailed to the Purchaser PoC upon departure of the goods.

The Packing List shall contain the following information:

Serial	Requirement
1	The shipping Address
2	Package number of number of packages
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number

Serial	Requirement
7	Serial Number
8	Quantity
9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and full coordinates of the Contractor, Purchaser and Consignor

5.5.2 Delivery and Shipment (Handling and Storage)

[39] The Purchaser Point of Contact (PoC) for issues related to shipment by default is:

XXXXXX XXXXX (Project Manager)
 NATO Communication and Information Agency
 NSII SATCOM
 XXXXXXXX, Belgium
 Tel: XXXXXXXXXX
 Email: XXXX.XXXX@ncia.nato.int

IPS-28 The shipping address where all items, including goods exchanged or repaired under warranty, shall be delivered by default to:

NATO Communications and Information Agency
 CIS Sustainment Support Centre
 JFC Headquarters, Building 204
 Rimburgerweg 30, 6445 PA Brunssum, The Netherlands

IPS-29 All equipment under this project shall be delivered and shipped in close co-ordination with the NCI Agency POC at final destination.

IPS-30 The Contractor shall deliver equipment pre-configured and adequately packaged on Euro pallets.

IPS-31 The Contractor shall ensure secure fixation of pallets, cases and equipment during transportation.

IPS-32 The Contractor shall notify all deliveries through issuing of a Notice of Shipment to the Purchaser’s PoC, at least 10 working days in advance of each shipment with the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignor’s and Consignee’s name and address
6	Method of shipment, e.g., road, air sea, etc.