



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

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Βρυξέλλες, 06 Απριλίου 2022
Α.Π.: 1892

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-115653-ITM-R, "Provision of Wireless Connectivity for NATO Sites"

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

Καταληκτική ημερομηνία υποβολής προσφορών ορίζεται η **29^η Απριλίου τ.έ., 12:00 CET.**

Σε αρχική λίστα ενδιαφερομένων περιλαμβάνεται εταιρία ελληνικών συμφερόντων.

Ενδιαφερόμενοι δύνανται αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 12 αιτήσεως).

Παρακαλούμε για τις ενέργειές σας.

Λ Α Μ Π Ρ Ι Δ Η Σ

Συν. σελ.: 134

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ
Ο υπάλληλος της Μ.Α. ΝΑΤΟ
Σταύρος Τσάκωνας
Τμηματάρχης Α', ΕΠ.&ΠΛ.



NATO UNCLASSIFIED

Acquisition Directorate

RFQCO115653ITMR@ncia.nato.int

Telephone: +32 2 707 8498

NCIA/ACQ/2022/06644
05 April 2022

To: See Distribution List

Subject: **Request for Quotation RFQ-CO-115653-ITM-R
Procurement of Wireless Connectivity for NATO Sites**

Reference: A. AC/4-D/2261 (1996 Edition)
B. AC/4-D(2019)0004 (INV)
C. C-M(2002)49 – NATO Security Policy
D. AC/4-DS(2021)0028
E. AC/4(PP)D/27263-REV2-ADD19
F. NOI-RFQ-CO-115653-ITM-R dated 18 March 2022

Dear Sir/Madam,

1. Your firm is hereby invited to participate in a Request for Quotation under Basic Ordering Agreement (BOA) Plus bidding procedure for the provision of "Wireless Connectivity for NATO Sites".
2. NATO will place one contract to cover the entire scope of the project.
3. The award will be based on the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the RFQ Instructions.
4. **THE CLOSING TIME FOR SUBMISSION OF QUOTES IN RESPONSE TO THIS REQUEST FOR QUOTATION IS FRIDAY 29 APRIL 2022 AT 12:00 HOURS CENTRAL EUROPEAN TIME (CET).**
5. This Request for Quotation consists of the following documents:
 - a) Book I – RFQ Instructions. This provides the general quotation information and includes the following annexes:
 - i. Annex A – Quotation Sheets – The quotation sheets should be completed exactly as instructed.
 - ii. Annex C – Certificates.
 - b) Book II – Prospective Contract. This contains the following sections:
 - i. Contract Special terms and conditions.
 - ii. The terms and conditions of the BOA between the contractor and the NCI



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and Information Agency
Agence OTAN d'information
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Boulevard Leopold III
1110 Brussels, Belgium
www.ncia.nato.int

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- iii. The Statement of Work. This sets forth the detailed specifications governing the performance requirements of the contract.
6. The overall security classification of this Request for Quotation is "NATO UNCLASSIFIED". This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
7. The Offerors have the right to request RFQ clarifications as outlined in section 2.6 of the RFQ Instructions (Book I).
8. Execution of the proposed contract may require unescorted access and work of contractor personnel at NATO Class I and II security areas, and in accordance with Reference C, personnel of the winning offeror will be required to hold individual security clearances of "NATO SECRET". Only companies maintaining appropriate personnel clearances will be able to perform the resulting contract. Offerors are to note that contract award will not be delayed in order to allow Contractor personnel to obtain missing clearances.
9. You are requested to complete and return the enclosed acknowledgement of receipt within 5 days of receipt of this RFQ, informing NCI Agency of your intention to quote/not to quote. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
10. The reference for this RFQ is RFQ-CO-115653-ITM-R, and all correspondence concerning the RFQ should reference this number.
11. Prospective Offerors are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for quote preparation costs incurred by firms or any other collateral costs if RFQ cancellation occurs.
12. Your point of contact for all information concerning this RFQ is Ms. Natalia Wojciak, who may be reached at RFQCO115653ITMR@ncia.nato.int.

For the Chief of Acquisition:

Natalia Wojciak
Contracting Officer

Attachment:

- A) Acknowledgement of Receipt of RFQ-CO-115653-ITM-R
- B) Final List of Offerors

Distribution List for RFQ-CO-115653-ITM-R

- **NATO Delegations (Attn: Infrastructure Adviser)**
 - Albania
 - Belgium
 - Bulgaria
 - Canada
 - Croatia
 - Czech Republic
 - Denmark
 - Estonia
 - France
 - Germany
 - Greece
 - Hungary
 - Iceland
 - Italy
 - Latvia
 - Lithuania
 - Luxembourg
 - Montenegro
 - The Netherlands
 - North Macedonia
 - Norway
 - Poland
 - Portugal
 - Romania
 - Slovakia
 - Slovenia
 - Spain
 - Turkey
 - United Kingdom
 - United States
- **NATO HQ**
 - 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
 - SHAPE, Attn: J3 & J2
- **Strategic Commands**
 - HQ SACT Attn: R&D Contracting Office
 - ACO Liaison Office
- **All NATEXs**
- **NCI Agency – Internal**

Attachment A

Acknowledgement of Receipt of Request for Quotation

RFQ-CO-115653-ITM-R

**Please complete and return within 5 days by e-mail to
RFQCO115653ITMR@ncia.nato.int, for the attention of Ms. Natalia Wojciak**

We hereby advise that we have received Request for Quotation RFQ-CO-115653-ITM-R
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 quote.
- { } We do not intend to submit a quote.
- { } We are reviewing the requirements of the RFQ and will notify you of our decision
as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Attachment B
Final List of Offerors

Country		BOA Holders and Nominated Offerors
ALBANIA	1	TCN shpk
BELGIUM	2	ATOS
	3	Alfa Systems NV
	4	BT Global Services Belgium
	5	Brevco Services S.C.S.
	6	CISCO SYSTEMS BELGIUM
	7	Cypros C
	8	Dell NV
	9	Dimension Data Belgium
	10	NextiraOne
	11	Nijkerk Computer Solutions BeNeLux
	12	Prodata Systems
	13	SAIT
	14	UNIFY COMMUNICATIONS
	15	Van Roey Automation NV
	16	VODAFONE BELGIUM
BULGARIA	17	Balkantel OOD
	18	KONTRAX AD
	19	KRISTANEA LTD.
	20	Lirex BG Ltd
	21	Telelink Business Services EAD
CANADA	22	Norsat International Inc.
CROATIA	23	CROZ d.o.o. za informaticku djelatnost
	24	KING ICT d.o.o
	25	Senso IS d.o.o.
	26	Span PLC
CZECH REPUBLIC	27	LTI DataComm - Czech Republic Office
	28	SITEL, spol. s r.o.
DENMARK	29	Danoffice ApS
FRANCE	30	ADW Network
	31	GEKA Telecom
	32	LGM
	33	MARLINK SAS
	34	Société Réseau Informatique et Gestion
GERMANY	35	CONET Solutions GmbH
	36	CSC Deutschland Solutions GmbH
	37	Cognizant Consulting and Services GmbH
	38	FREQUENTIS Deutschland GmbH
	39	IABG mbH
	40	KB Impuls Service GmbH

	41	OHB-System AG
	42	Pan Dacom Direkt GmbH
	43	Telespazio Germany GmbH
	44	XORTEC GmbH
GREECE	45	Info-Quest SA
HUNGARY	46	Honvédelmi Minisztérium Elektronikai, Logisztikai és Vagyongkezelő zrt.
	47	Kapsch BusinessCom Kft.
	48	Navigator Zrt.
ITALY	49	IES - S.r.L.
	50	ITEL SRL
	51	MILANO TELEPORT S.r.l.
	52	NA.EL. SRL
	53	NETGROUP SRL
	54	SIMAV SPA
	55	SIRTI SpA
	56	SMS Engineering srl
	57	TELECOM ITALIA S.p.A.
	58	TELSY S.p.A.
	59	Valtellina Spa
	60	Vitrociset S.p.A.
	61	Vodafone Italia S.p.A
LATVIA	62	DATI Group, LLC
	63	SIA Fima
LITHUANIA	64	JSC FIMA (UAB)
LUXEMBOURG	65	SNOWBALL TECHNOLOGY SARL
NETHERLANDS	66	Misco Nederland BV
	67	Symbolise
	68	Tucana Telecom B.V.
NORWAY	69	3D perception AS
	70	Atea Norge AS
POLAND	71	Atende S.A.(prior ATM S.A.)
	72	Consortia Sp. z o.o.
	73	EXENCE S.A.
	74	Enamor Sp. z.o.o
	75	Newind sp. z o.o.
	76	S&T Services Polska Sp. z o.o.
	77	Siltec Sp. z.o.o.
	78	Solidex S.A.
	79	Sygnity S.A.
	80	Zbar Phu Mariusz Popenda
PORTUGAL	81	EID S.A.
	82	VIATEL - TECNOLOGIA DE COMUNICAÇÕES S.A
	83	Warpcom Services SA

ROMANIA	84	AGRO-IND MANAGEMENT SRL
	85	ATOS Convergence Creators SRL
	86	Romsys SRL
	87	UTI Grup S.A.
SLOVAKIA	88	Aliter Technologies a.s
	89	Quadriq, a.s.
SLOVENIA	90	Unistar LC d.o.o.
SPAIN	91	INETUM
	92	Indra Sistemas S.A.
	93	KRC ESPAÑOLA, S.A.
TURKEY	94	ANTENSAN ELEKTRONIK SAN. IC VE DIS TIC.AS
	95	CTECH BILISIM TEKNOLOJILERI SAN. VE TIC.A.S.
	96	E4E ELEKTRONIK MUHENDISLIK YAZILIM TASARIM LTD.STI
	97	E+M Elektrik Sistem Hizmetleri Ltd. Sti.
	98	HAVELSAN Hava Elektronik San. Ve Tic A.S.
	99	KOC BILGI VE SAVUNMA TEKNOLOJILERI A.S.
	100	Kuanta Insaat Taahhut Elektronik Turizm
	101	SBI BILISIM AS
	102	SIMSOFT BILGI TEKNOLOJILERI AS
	103	Suta Insaat ve Muhendislik Sirketi
THE UNITED KINGDOM	104	CDW Limited
	105	GGR Communications Ltd UK
	106	General Datatech
	107	Info-Assure LTD.
	108	Softcat plc
	109	Spektrum Consulting Limited
	110	Steatite Limited
	111	Storm Technologies Ltd
	112	Systemware Europe Ltd
	113	TRICIS LIMITED
THE UNITED STATES	114	AUTOMATION INNOVATIONS LLC
	115	DRS Technical Services, Inc.
	116	DataPath Inc
	117	EMW, Inc.
	118	GOGOZ.COM, INC.
	119	ManTech International Corporation
	120	PlanIT Group LLC
	121	Sub U Systems, Inc.
	122	Trace Systems
	123	VECTOR IT SOLUTIONS INC
	124	Vykin Corporation
	125	World Wide Technology Inc.
	126	XTec, Incorporated



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BOOK I

REQUEST FOR QUOTATION (RFQ) INSTRUCTIONS

RFQ-CO-115653-ITM-R

Provision of Wireless Connectivity for NATO Sites

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SECTION I – INTRODUCTION

1.1. PURPOSE

- 1.1.1. The purpose of this Request for Quote (RFQ) is to establish a Contract for the provision of a Wireless Connectivity in NATO Sites. The requirement is to update Cisco Prime Infrastructure wireless management tool to survey signal after installation and support activities for Cisco ISE deployment. The configuration services that support WLAN infrastructure will take place in six different locations and require certified installers who can provide their technical capability.

1.2. RFQ PROCEDURE

- 1.2.1. This solicitation is a Request for Quote (RFQ) and is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (BOAs) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 1.2.2. Award of a Contract pursuant to this RFQ will be made to the firm that has offered the lowest evaluated price and has been determined to be technically compliant with the requirements of the RFQ in accordance with the evaluation criteria. The Quotation evaluation criteria and the detailed evaluation procedure are described in Section IV of these RFQ Instructions.
- 1.2.3. This RFQ will not be the subject of a public Quotation opening.
- 1.2.4. Award of the resulting Contract will be made on a firm fixed price basis.
- 1.2.5. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.2.6. A single contract will be placed with one Contractor. No partial quoting shall be allowed.

1.3. SECURITY

- 1.3.1. The security classification of the RFQ documentation is “NATO UNCLASSIFIED”.
- 1.3.2. All Contractor and Sub-Contractor personnel working under the prospective Contract at Purchaser facilities shall have a security clearance of “NATO SECRET” confirmed to the Purchaser by the relevant National Security Authority. Contractor personnel without such a clearance will be denied access to the Purchaser’s facilities. Denial of such access by the Purchaser may not be used by the prospective Contractor as the basis for a claim of adjustment or an extension of the schedule, nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser under the prospective Contract.

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

SECTION II - GENERAL RFQ 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 "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.4** The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.5** The term "Contractor" refers to a firm of a Participating Country which has signed a Contract under which it will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6** The term "Participating Country" as used herein means one of the 30 NATO Member Nations, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7** The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).
- 2.1.8** The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts as defined in ACodP-1.

2.2 ELIGIBILITY

- 2.2.1** Only firms which hold an active BOA stipulated with the NCI Agency, or firms which have been nominated by their respective National Responsible Authority, 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** Materials or items of equipment down to and including identifiable sub-assemblies shall not be manufactured or assembled by a firm other than from those within a Participating Country.
- 2.2.3** The intellectual property rights to all design documentation and related system operating software shall reside in Participating Countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the Participating Countries.
- 2.2.4** Offerors 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 Quotation.

2.3 QUOTATION DELIVERY AND QUOTATION CLOSING

- 2.3.1** The closing time for the electronic submission of quotations in response to this RFQ is **Friday, 29 April 2022 at 1200 hours / 12:00 pm Central European Time (CET)**.
- 2.3.2** Quotations shall be submitted to the following e-mail address:
RFQCO115653ITMR@ncia.nato.int
- 2.3.3** Late Quotations
- 2.3.3.1** Quotations received at the NCIA e-mail address after the date and time indicated in paragraph 2.3.1 may not be eligible for award.
- 2.3.3.2** Quotations submitted electronically may be considered late unless the Offeror completes the entire transmission of the quotation before the closing date and time for receipt of quotations under this solicitation.
- 2.3.3.3** Consideration of Late Quotation – The Purchaser considers that it is the responsibility of the Offeror to ensure that the quote submission arrives by the specified quotation closing time. A late quotation will only be considered for award under the following circumstances:
- 2.3.3.3.1** A Contract has not already been awarded pursuant to the Request for Quote, and;

2.3.3.3.2 The Quotation was sent to the email address specified in the RFQ and the delay was solely the fault of the Purchaser.

2.3.4 Receipt of an Unreadable Electronic Quotation – If a quote received at the NCIA's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, or due to Offeror's submission, in contravention of these RFQ instructions, of electronic files that are encrypted or which contain passwords, the CO shall immediately notify the Offeror that the quote will be rejected unless the Offeror provides clear and convincing evidence:

2.3.4.1 Of the content of the Quotation as originally submitted, and;

2.3.4.2 That the unreadable condition of the Quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.3.5 A quote that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.

2.3.6 If it is discovered, during either the Administrative, Price or Technical evaluation, that the Offeror has submitted an unreadable electronic quotation, the Offeror may be determined to have submitted a non-compliant quote.

2.4 REQUESTS FOR EXTENSION OF QUOTATION CLOSING DATE

2.4.1 The Purchaser does not accept, except in exceptional cases, Offeror requests to extend the Quotation Closing Date. In any event, all requests for an extension of the Quotation Closing Date must be submitted in writing by e-mail to the Point of Contact specified in paragraph 2.5 below and shall arrive not later than 7 (seven) days before the Closing Date of the Quotation. The Purchaser is under no obligation to consider or answer requests submitted after this time. **Extensions to the Quotation Closing Date are at the sole discretion of the Purchaser.**

2.5 PURCHASER POINT OF CONTACT

2.5.1 The Purchaser Points of Contact (POC) for all information concerning this RFQ is: Ms. Natalia Wojciak, RFQCO115653ITMR@ncia.nato.int

2.6 REQUEST FOR RFQ CLARIFICATIONS

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

2.6.2 All questions and requests for clarification must be submitted in writing using the appropriate Clarification Requests Form in Annex D. All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be submitted to the point of contact specified in paragraph 2.5 above and shall arrive not later than seven (7) calendar days

prior to the stated "Quotation Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

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

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1** Offerors are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the General Contract Provisions, the Technical Specifications and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2** Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Quotation as submitted may be regarded by the Purchaser as a qualification or condition of the Quotation and may be grounds for a determination of non-compliance.

2.8 AMENDMENT OF THE REQUEST FOR QUOTATION

- 2.8.1** The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Quotation Closing. Any and all modifications will be transmitted to all prospective Offerors by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt certificate (Annex C-6) which the Offeror shall complete and enclose as part of its Quotation. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2** The Purchaser will consider the potential impact of amendments on the ability of prospective Offerors to prepare a proper Quotation within the allotted time. The Purchaser may extend the "Quotation 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 Quotations be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.9 MODIFICATION AND WITHDRAWAL OF QUOTATIONS

- 2.9.1** Quotations, once submitted, may be modified by Offerors, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Quotation Closing. Such modifications shall be considered as an integral part of the submitted Quotation.
- 2.9.2** Modifications to Quotations which arrive after the Quotation Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Quotations", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made.
- 2.9.3** A modification to a Quotation which is determined to be late will not be considered in the evaluation and selection process. If the Offeror submitting the modification is determined to be the successful Offeror on the basis of the unmodified Quotation, the modification may then be opened. If the modification makes the terms of the Quotation more favourable to the Purchaser, the modified Quotation may be used as the basis of Contract award.
- 2.9.4** The Purchaser, however, reserves the right to award a Contract to the apparent successful Offeror on the basis of the Quotation submitted and disregard the Late Modification.
- 2.9.5** An Offeror may withdraw its Quotation at any time prior to Quotation Opening without penalty. In order to do so, an authorised agent or employee of the Offeror must provide an original statement of the firm's decision to withdraw the Quotation.

2.10 QUOTATION VALIDITY

- 2.10.1** Offerors shall be bound by the term of their Quotations for a period of twelve (12) months starting from the Quotation Closing Date specified at paragraph 2.3.1 above.
- 2.10.2** In order to comply with this requirement, the Offeror shall complete the Certificate of Quotation Validity set forth in Annex C-3. Quotations offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3** The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Quotations which remain under consideration for award.
- 2.10.4** Upon notification by the Purchaser of such a request for a time extension, the Offerors shall have the right to:

2.10.4.1 accept this extension of time in which case Offerors shall be bound by the terms of their offer for the extended period of time and the Certificate of Quotation Validity extended accordingly; or

2.10.4.2 refuse this extension of time and withdraw the Quotation without penalty.

2.10.5 Offerors shall not have the right to modify their Quotations due to a Purchaser request for extension of the Quotation validity unless expressly stated in such request.

2.11 CANCELLATION OF REQUEST FOR QUOTATION

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

2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

2.13 NOTICE TO OFFERORS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

2.13.1 The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).

2.13.2 The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies- See Book II, Special Provisions Article entitled, "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees"; and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.

SECTION III - QUOTATION PREPARATION INSTRUCTIONS

3.1. GENERAL

3.1.1. Quotations shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Quotation being declared non-compliant.

3.1.2. Offerors shall prepare a complete Quotation which comprehensively addresses all requirements stated herein. The Quotation shall demonstrate the Offeror's

understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services.

3.1.3. Partial Quotations and/or Quotations containing conditional statements will be declared non-compliant.

3.1.4. Offerors shall not restate the RFQ requirements in confirmatory terms only. Quotations shall provide the level of detail necessary for the Purchaser to make an objective assessment of what is being offered and whether such offer meets the requirements of the Contract. Offerors are admonished that Quotations 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.

3.2. QUOTATION MARKING

3.2.1. The proposal shall be sent in one e-mail to the Quotation Delivery email address specified in section 2.5.

3.2.2. This e-mail shall have the following subject line:

3.2.2.1. 115653-ITM-R Official Quotation for Company Name

3.3. QUOTATION CONTENT

3.3.1. The complete Quotation submission shall consist of three (3) parts as follows:

3.3.1.1. Part 1 – Quotation Administration Package: The Administrative volume shall contain one (1) scanned PDF copy of signed originals of the prescribed Certifications. All of the required contents are detailed in Section 3.4.

3.3.1.2. Part 2 - Price Quotation: The Price Quotation volume shall contain one (1) electronic copy in Microsoft Excel (readable and searchable) of the completed Quotation Sheets and one (1) PDF copy of the completed Quotation Sheets. All of the required contents are detailed in Section 3.5.

3.3.1.3. Part 3 - Technical Proposal Package: The Technical volume shall contain the Technical Proposal in PDF. All documents and drawings contained in the Technical Proposal shall be readable and searchable. All of the required contents are detailed in Section 3.6.

3.3.2. The email shall therefore include three files, one for each part, with the following names:

3.3.2.1. Part I: 115653-ITM-R Official Quotation for Company Name, Part I – Admin

3.3.2.2. Part II: 115653-ITM-R Official Quotation for Company Name, Part II – Price

3.3.2.3. Part III: 115653-ITM-R Official Quotation for Company Name, Part III – Technical

3.3.3. “Company Name” – In the subject line of the email, and in the names of the individual PDF and Excel files, the name of the Offeror shall be abbreviated to no more than 10 characters. For example, if a company’s name is “Generic Computer and Technology Research”, the email and file name could be:

- 115653-ITM-R Official Quotation for Generic, Part I – Admin

Or

- 115653-ITM-R Official Quotation for GCTR, Part I – Admin

3.3.4. The email submitted shall be less than 20MB and the attached files shall be with no password protection.

3.3.5. Multiple emails may be submitted for each part if the content of the file(s) is larger than 20MB per email submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: 115653-ITM-R - Official Quotation for Company Name- Part III-Technical Part 1 of 4; 115653-ITM-R - Official Quotation for Company Name- Part III-Technical Part 2 of 4 and so forth.

3.3.6. Unless otherwise directed, files can be submitted in Adobe pdf format.

3.3.7. The Purchaser does NOT accept hard copies of quotations, CDs, thumb drives, or zip files.

3.4. PREPARATION OF PART 1 – QUOTE ADMINISTRATION

3.4.1. The Offeror shall submit a PDF copy of the Certificates in Annex C to these RFQ Instructions, signed in the original, in particular:

- (a) C-1 Certificate of Legal Name of Offeror
- (b) C-2 Certificate of Independent Determination
- (c) C-3 Certificate of Quotation Validity
- (d) C-4 Certificate of Understanding
- (e) C-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) C-6 Acknowledgement of Receipt of RFQ Amendments (if applicable)
- (g) C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and BOA General Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members

(k) C-11 Certificate of AQAP 2110 or ISO-9001:2008 Compliance. The Offeror shall attach a copy of the company's AQAP 2110 or ISO 9001 Certification.

(l) C-12 Disclosure of Involvement of Former NCI Agency Employment

3.4.2. Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Offeror shall state this separately.

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

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

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

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

3.5. PREPARATION OF PART 2 - PRICE QUOTATION

3.5.1. Offerors shall prepare their Price Quotation by completing the yellow highlighted sections of the Quotation Sheets.

3.5.2. The structure of the Quotation Sheets shall not be changed nor should any quantity or item description in the Quotation Sheets. The currency of each line item and sub-item shall be shown.

3.5.3. The prices provided shall be intended as the comprehensive total price offered for the fulfillment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.

3.5.4. Offerors shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Quotation Sheets.

3.5.5. Offered prices shall not be "conditional" in nature. Any comments supplied in the Quotation Sheets which are conditional in nature, relative to the offered

prices, may result in a determination that the Quotation is non-compliant. Partial Quotations will not be considered.

- 3.5.6.** Offerors are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.5.7.** Offerors shall quote in their own national currency or in EUR, the host nation currency. Offerors may also submit Quotations in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) the currency is of a "Participating Country" in the project, and
 - (b) the Offeror can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.8.** The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.5.9.** The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- Offerors are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Offerors shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Offerors are reminded of the requirement to complete the certification to this effect in Annex C-5.
- 3.5.10.** Unless otherwise specified in the instructions for the preparation of Quotation sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.

- 3.5.11.** The Offeror's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Quotation 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.
- 3.5.12.** When completing the Quotation Sheets, a price for each specified element needs to be supplied on each sub-CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Offerors 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 Quotation Sheets is the responsibility of the Offeror. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.5.13.** The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.
- 3.5.14.** The Purchaser reserves the right to request additional price details, from the apparent winner, during the pre-contract award phase.

3.6. TECHNICAL PROPOSAL

- 3.6.1.** Offerors shall demonstrate a detailed understanding of the objectives as well as of operational and technical requirements as defined in the RFQ. Offerors shall prepare and submit a Technical Proposal that shall present their proposal for each of the following areas:
- a. Table of Contents
 - b. Executive Summary
 - c. Section 1 - Project Manager, Consultant and Technical Team
 - d. Section 2 – Project Proposal
 - i. Section 2.1 Signal Site Survey (WP 1-6)
 - ii. Section 2.2 Cisco Prime Infrastructure Update (WP 7)
 - iii. Section 2.3 Cisco ISE Consultation (WP 8)
- 3.6.2.** Offerors shall include only material relating to the Table of Contents, Executive Summary and the Sections 1 through 2 above in the Technical Proposal. Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included separately but must not

be labelled as the Technical Proposal.

3.6.3. Table of Contents: Offerors shall demonstrate a detailed understanding of the technical requirements. Offerors shall compile a detailed Table of Contents that lists not only the Section Headings but also the major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.

3.6.4. Executive Summary (3-page limit): Offerors shall provide an overview of their technical proposal in the form of an executive summary.

- a. This summary shall provide a general description of the major points contained in each of the required sections of the Technical Proposal and shall demonstrate the Offeror's comprehension of the RFQ requirements, their constraints, implementation environment and the problems and risks of project implementation.
- b. The Offeror shall discuss not only how the proposal meets the requirements but also how the Offeror intends to execute them based on the schedule presented in the SOW.
- c. The Offeror should also describe how to overcome any problems and mitigate the risks in this project.

3.6.5. Section 1: Project Manager, Consultant and Technical Team (5-page limit)

- a. The Offeror shall provide evidence that the Proposed Project Manager is an experienced senior (at least 5 years) individual with demonstrated capability in managing a project of this scope (i.e. performing signal tests, Cisco Prime and Cisco ISE installations as appropriate).
- b. The Offeror shall also demonstrate that the Technical Team is composed of IT specialists who have experience with signal test, Cisco Prime and other network management tools as appropriate.
- c. The Offeror shall provide a copy of Cisco CCIE Wireless or Cisco CCIE Security certificate of personnel who will provide the services under Work Package 8 Cisco ISE Consultation and Work Package 9 Wireless/Security Expert Consultation.

3.6.6. Section 2: Project Proposal (5-page limit)

The Project Proposal shall provide detailed descriptions of how will meet each of the specific requirements of the RFQ.

- a. Section 2.1: Signal Site Survey (WP 1-6)
 - i. The Offeror shall describe methodology to be used for the Signal Site Survey.

- ii. The Offeror shall provide the list of software, tools and material that will be used during the Signal Site Survey.
- b. Section 2.2: Cisco Prime Infrastructure Update (WP 7)
 - i. The Offeror shall describe the steps to perform the update of Cisco Prime Infrastructure.
- c. Section 2.3 - Cisco ISE Consultation (WP 8)
 - i. The Offeror shall provide a description on the general approach to perform this work package, methodology used to execute all tests required and expected analysis with results obtained.

SECTION IV - EVALUATION OF QUOTATION

4.1. GENERAL

- 4.1.1. The evaluation of Quotations will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2. The evaluation of Quotations and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Offeror and contained in its Quotation. The Purchaser shall not be responsible for locating or securing any information which is not included in the Quotation.
- 4.1.3. To ensure that sufficient information is available, the Offeror shall furnish with its Quotation all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Offeror proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4. During the evaluation, the Purchaser may request clarification of the Quotation from the Offeror, and the Offeror shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the Offeror to state its intentions regarding certain statements contained therein. The Offeror is not permitted any cardinal alteration of the Quotation regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5. The Offeror's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the Quotation to be deemed non-compliant.

- 4.1.6.** The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.7.** The administrative compliance of the Quotations will be evaluated first. Quotations that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following area: Part 2 - Price.
- 4.1.8.** All administrative compliant Quotations will be reviewed for price compliance. The Contract resulting from this RFQ will be awarded to the Offeror whose offer, as evaluated by the Purchaser, is the lowest priced Quotation and in compliance with the requirements of this RFQ.

4.2. ADMINISTRATIVE CRITERIA

- 4.2.1.** Prior to commencement of the Price and Technical evaluation, Quotations will be reviewed for compliance with the Quotation Submission Requirements of this RFQ. These are as follows:
- (a) The Quotation was received by email by the Quotation Closing Date and Time,
 - (b) The Quotation was marked properly,
 - (c) The Administrative Envelope contains a PDF copy of all the prescribed Certificates in Annex C to these RFQ Instructions, signed in the original.
- 4.2.2.** A Quotation that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3.** If it is discovered, during either the Technical or Price evaluation, that the Offeror has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions, the Offeror may be determined to have submitted a non-compliant Quotation.

4.3. PRICE CRITERIA

- 4.3.1.** The Offeror's Price Quotation will be assessed for compliance against the following standards:
- 4.3.1.1.** The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Quotation Preparation Section and the Instructions for Contractor's Quotation Sheets, in particular:
- a. Compliance with the requirements for preparation and submission of the Price Quotation set forth in the Quotation Preparation Section (Book I, Section III) and Instructions for Contractor's Quotation Sheets (Annex B hereto). All yellow fields are filled out.
 - b. The Offeror has furnished Firm Fixed Prices for all items listed.
 - c. All pricing data, i.e., quantities, unit prices, has been provided as

reflected in the Quotation Sheets.

- d. Quotation prices include all costs for items supplied, delivered, and supported.
- e. All prices have been accurately entered into appropriate columns, and accurately totalled.
- f. The Offeror has provided accurate unit price (where required) and total price for each line item.
- g. The Offeror has provided accurate unit price and total price of each of the sub-items it added (if any).
- h. The grand total is accurate.
- i. The currency of all line items has been clearly indicated.
- j. The Offeror has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, are met.
- k. The Offeror has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- l. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).

4.3.1.2. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.

4.3.1.3. The Price Quotation meets requirements for price realism as described below in paragraph 4.3.3.

4.3.1.4. A Quotation which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.3.2. Basis of Price Comparison

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

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

4.3.3. Price Realism

4.3.3.1. Otherwise successful Offerors 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.

4.3.3.2. Indicators of an unrealistically low Quotation 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 Offerors 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.

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

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

such reduction in revenue.

- 4.3.3.4.** If an Offeror fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Quotation submitted as non-compliant. If the Offeror 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 Offeror to withdraw.
- 4.3.3.5.** If the Purchaser accepts the Offeror's explanation of mistake in paragraph 4.3.3.3(a) and allows the Offeror to accept the Contract at the offered price, or the Purchaser accepts the Offeror's explanation pursuant to paragraph 4.3.3.3(c) above, the Offeror shall agree that the supporting pricing data submitted with its Quotation will be incorporated by reference in the resultant Contract. The Offeror shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.
- 4.3.3.6.** If the Offeror presents a convincing rationale pursuant to paragraph 4.3.3.3(b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Quotation may be determined to be non-compliant.

4.4. TECHNICAL CRITERIA

- 4.4.1.** Upon determination of the lowest-priced Quotation as described above, the Quotation shall be evaluated to confirm compliance with the requirements for preparation and submission of the Technical Proposal set forth in the Quotation Preparation Section (Book I, Section III).

4.5. CONTRACT AWARD

- 4.5.1.** The contract resulting from this RFQ will be awarded to the Offeror whose offer, as evaluated by the Purchaser, is the lowest priced Quotation in compliance with the requirements of this RFQ.
- 4.5.2.** Offerors that are determined to have submitted non-compliant Quotations will be so notified and will have an opportunity to challenge such a determination. In such a case, the administrative proposal and the technical proposal of the Offeror who has submitted the apparent second lowest compliant priced Quotation will be evaluated. The Offeror who has offered the lowest compliant priced, technically compliant Quotation will then be offered the contract for award.

ANNEX A – QUOTATION SHEETS

Provided under separate MS Excel File:

“03_RFQ-CO-115653-ITM-R_Book I – Annex A Quotation Sheets.xls”

ANNEX B - Instructions for the preparation of Quotation Sheets

1. INTRODUCTION

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

No alteration of the quotation 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 may be added if multiple currencies are quoted.

2. GENERAL REQUIREMENTS

1. Offerors must complete and submit the Offeror Sheets with their Price per CLIN.
2. The prices entered on the Offeror Sheets shall reflect the total items required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns and in the currency quoted.
4. The total evaluated price shall be the price of the basic Contract.
5. If the price of a CLIN is expressed in different currencies, these shall be identified, and reflected as per the Quotation Sheets' green instruction sections provided in each worksheet.
6. In preparing the Price Quotation, Offerors shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total.
7. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
8. Offerors shall not introduce any changes or deviations to Offeror Sheets as Published by the Purchaser, unless otherwise specified.
9. Offerors shall follow the specific instructions provided in each worksheet.
10. Offerors shall insert information in all yellow cells.
11. In preparing the Quotation Sheets, Offerors shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

12. Offerors are advised that formulae are designed to ease evaluation of the Offeror proposal inserted in the electronic copies of the Quotation Sheets. Notwithstanding this the Offeror remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Quotation Sheets.
13. If the Offeror identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the Offerors of the update.

3. STRUCTURE OF QUOTATION SHEETS

The Quotation Sheets provided in MS Office Excel format are organised according to the following structure:

- A. Instructions
- B. Offer Summary
- C. CLIN Summary sheets
- D. Detailed labour, material, travel, ODC and rates tabs.

A. Instructions

The first tab of the Quotation Sheets provide general instructions relevant for all the worksheets. Specific instruction are located in each worksheet (green boxes).

B. Offer Summary Sheet

The Offer Summary sheet is intended to summarize all the CLINs & CLIN Summary sheets. This is the Offerors final Firm Fixed Price total for the identified CLINs.

C. CLIN Summary Sheet

Offerors shall fill in the CLIN summary sheet based on the information provided in the detailed Quotation sheets. The detailed Quotation sheets are broken down in categories (labour, material, travel and ODC). Offerors are expected to aggregate the prices in the detailed Quotation sheets that make up the line items in the CLIN summary sheet. Offerors shall make sure that the total price indicated in the Detailed Quotation 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.

D. Detailed labour, material, travel, ODC and rates tabs

Offerors are instructed to prepare their price proposals in sufficient detail to permit thorough and complete evaluation. Labour, Material, Travel, ODC worksheets shall be directly mapped with the related CLINs in the CLIN Summary Sheet. The CLIN cost in the CLIN Summary is broken down in labour, material, travel, and ODC, where applicable. For example, if price for CLIN 1.5.3 is "X" in the CLIN Summary, the sum of respective CLINs 1.5.3 in tabs "Labour", "Material", "Travel", "ODC" must also be "X". The yellow section of the rates tab shall be filled-in with rates applied in the Offerors prices (e.g. profit, overhead, G&A).

ANNEX C – CERTIFICATES

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

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

FAX NO.: _____

BOA NO.: _____

POINT OF CONTACT (POC) REGARDING THIS QUOTATION:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX C-2**CERTIFICATE OF INDEPENDENT DETERMINATION**

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX C-3**CERTIFICATE OF QUOTATION VALIDITY**

I, the undersigned, as an authorised representative of the firm submitting this Quotation, do hereby certify that the pricing and all other aspects of our Quotation will remain valid for a period of twelve (12) months from the Quotation Closing Date of this Request for Quote.

.....
Date.....
Signature of Authorised Representative.....
Printed Name and Title.....
Company

ANNEX C-4**CERTIFICATE OF UNDERSTANDING**

I certify that

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6**ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS**

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115653-ITM-R have been received and the Quotation as submitted reflects the content of such Amendments:

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7

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

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

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Quotation.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see (*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see (*complete, if any*).
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Offeror may be cause for the NCIA to determine the submitted Quotation to be non-compliant with the requirements of the RFQ.
6. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-8

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX C-9**COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL PROVISIONS
AND BOA GENERAL PROVISIONS**

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

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

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

.....

.....
 Date

.....
 Signature of Authorised Representative

.....
 Printed Name and Title

.....
 Company

ANNEX C-11**CERTIFICATE OF AQAP 2110 OR ISO 9001:2008 COMPLIANCE**

I hereby certify that (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001:2008 Quality Assurance Standards and Procedures and is currently so certified.

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12**Disclosure of Involvement of Former NCI Agency Employment**

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

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

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

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

Employee Name	Former NCIA Position	Current Position	Company

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to 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 Chief 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 Chief of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their Quotations / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI

Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.

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

16 POST EMPLOYMENT MEASURES

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
- 16.3 In addition to Section 16.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Chief of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as RFQs, and contract provisions.

ANNEX D – CLARIFICATION REQUEST FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	RFQ Section Reference	OFFERORS QUESTION	NCI AGENCY ANSWER	Status*
A.1				
A.2				
A.3				

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

Quotation Sheets Instructions

INTRODUCTION & IMPORTANT NOTES	
	<p>Offerors should note that NCIA has recently updated its quotation sheet template and are encouraged to read the instructions in full for this new version before completing the quotation sheets.</p> <p>All Offerors are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their quotations. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the quotation as non compliant thus removing the Offeror from the RFQ process.</p> <p>Offerors are REQUIRED to complete the following tabs:</p> <ul style="list-style-type: none"> - "Offer Summary", - "CLIN Summary", - "Labour", - "Material", - "Travel", - "ODC", - "Rates". <p>Note that input cells in the "Offer Summary" and the "CLIN Summary" tabs are colour coded YELLOW.</p> <p>The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/Travel/ODC) as appropriate. A list of the direct and indirect rates applied in the quote must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations. The list of these rates will be requested in pre-contract award from the winning Offeror.</p> <p>Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only.</p> <p>Any formulas provided in these quotation sheets are intended only to assist the Offeror. Any changes in formula can be made at the Offeror's discretions, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the Offeror is responsible for ALL values, formulas and calculations within the quotation sheets that are submitted to the Agency.</p> <p>Bids in MULTIPLE CURRENCIES should follow the following instructions:</p> <ul style="list-style-type: none"> - For the "Offer Summary" tab Offerors must add "Firm Fixed Price" column to the right of the current table for each additional currency. - For the "CLIN Summary" tab, Offerors have 2 options: A) Two columns "Unit Price" and "Total Firm Fixed Price" may be added to the right of the current table for each additional currency of the quotation; B) Offerors may duplicate the CLIN Summary tab for each currency quotation. - For the Detailed tabs Offerors have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in CLIN Summary/Offer Summary Sheets B) Duplicate the CLIN Summary tab for each currency quotation.
DETAILED TABs	DESCRIPTION
MATERIAL LABOUR TRAVEL ODCs	<p>The detailed tables are to be completed by the Offeror with all columns populated, and shall be expanded to include as many rows as necessary to provide the detail requested. The Offeror is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Offeror may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.</p> <p>Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated.</p> <p>Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the RFQ stage. However, the Offeror is required to include the associated indirect costs in the totals of the detailed tab in the base unit costs. Alternatively, the Offeror may choose to show these as separate calculations by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Note again although the detailed indirect rate calculations are not required at the RFQ stage, this information will be requested from the winning Offeror during pre-contract award discussions.</p>
RATES	As discussed previously in these instructions, the detailed indirect rate calculations are not required to be included in the quotation sheets, although the Offerors may choose to do so. However, ALL Offerors are required to state the G&A/OH/Material handling and any other indirect rates that they have applied to the bid.

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		
Grand Total Firm Fixed Price - Base Contract		-
CLIN 1	CLIN 1 (BASE-EVALUATED) - WORK PACKAGE 1 - Mons	-
CLIN 2	CLIN 2 (BASE-EVALUATED) - WORK PACKAGE 2 - Lago Patria	-
CLIN 3	CLIN 3 (BASE-EVALUATED) - WORK PACKAGE 3 - Norfolk	-
CLIN 4	CLIN 4 (BASE-EVALUATED) - WORK PACKAGE 4 - Northwood	-
CLIN 5	CLIN 5 (BASE-EVALUATED) - WORK PACKAGE 5 - Izmir	-
CLIN 6	CLIN 6 (BASE-EVALUATED) - WORK PACKAGE 6 - Sigonella	-
CLIN 7	CLIN 7 (BASE-EVALUATED) - WORK PACKAGE 7 - Cisco Prime Infrastructure Update	-
CLIN 8	CLIN 8 (BASE-EVALUATED) - WORK PACKAGE 8 - Cisco ISE Consultation	-
CLIN 9	CLIN 9 (BASE-EVALUATED) - WORK PACKAGE 9 - Wireless/Security Expert Consultation	-
Total Firm Fixed Price Base Contract		-

Offer Summary Instructions:

Offerors are to populate all **yellow cells**. Firm fixed prices need to be provided for every CLIN, with no omissions.

Note that any formulas existing in the cells are provided only to assist the Offeror, and ultimately all calculations are the Offeror's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable quotation as required.

Important Note: The Total sum firm fixed price column in this "Offer Summary" sheet should equal the grand total from the "CLIN Summary" tab. These totals are also required to be traceable to the totals from the details tabs (Labour+Material+Travel+ODCs)= Grand Total= CLIN Summary Tab.

Example for multiple currencies:

CLIN		For multiple currencies, duplicate the "firm fixed price" column for each cur		
Number	CLIN DESCRIPTION	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price
Currency		Euro (EUR)	US Dollar (USD)	UK Pound sterling (GBP)
CLIN 1	Insert Base Contract CLIN Description here			
CLIN 2	Insert Base Contract CLIN Description here			
CLIN 3	Insert Base Contract CLIN Description here			
CLIN 4	Insert Base Contract CLIN Description here			
CLIN 5	Insert Base Contract CLIN Description here			
CLIN 6	Insert Base Contract CLIN Description here			
CLIN 7	Insert Base Contract CLIN Description here			
CLIN 8	Insert Base Contract CLIN Description here			

RFQ-CO-115653-ITM-R CLIN Summary										
BASE CONTRACT										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments (Mandatory for zero costs lines)
								Declare Currency >>		
1.0	CLIN 1 (BASE-EVALUATED) - WORK PACKAGE 1 - Mons									
1.1	Site Survey									
1.1.1	Project Management	sec. 3.1	EDC + 5 weeks	N/A	services	set of activities	1	-	-	
1.1.2	Active/Passive signal survey	sec. 3.2, Annex A	EDC + 5 weeks	Mons, SHAPE	services	set of activities	1	-	-	
1.1.3	Provide Site Survey Report	sec. 5.2, Annex A	EDC + 5 weeks	Mons, SHAPE	ectronic files and / or hardcop	set of documentation	1	-	-	
1.2	Management Tools									
1.2.1	Populate Cisco Prime Infrastructure	sec. 3.2, Annex A	EDC + 5 weeks	Mons, SHAPE	services	set of activities	1	-	-	
1.2.2	Populate DX NetOps	sec. 3.2, Annex A	EDC + 5 weeks	Mons, SHAPE	services	set of activities	1	-	-	
1.2.3	Populate Micro Focus Network Automation	sec. 3.2, Annex A	EDC + 5 weeks	Mons, SHAPE	services	set of activities	1	-	-	
TOTAL PRICE CLIN 1									-	
2.0	CLIN 2 (BASE-EVALUATED) - WORK PACKAGE 2 - Lago Patria									
2.1	Site Survey									
2.1.1	Project Management	sec. 3.1	EDC + 9 weeks	N/A	services	set of activities	1	-	-	
2.1.2	Active/Passive signal survey	sec. 3.2, Annex B	EDC + 9 weeks	Lago Patria	services	set of activities	1	-	-	
2.1.3	Provide Site Survey Report	sec. 5.2, Annex B	EDC + 9 weeks	Lago Patria	ectronic files and / or hardcop	set of documentation	1	-	-	
2.2	Management Tools									
2.2.1	Populate Cisco Prime Infrastructure	sec. 3.2, Annex B	EDC + 9 weeks	Lago Patria	services	set of activities	1	-	-	
2.2.2	Populate DX NetOps	sec. 3.2, Annex B	EDC + 9 weeks	Lago Patria	services	set of activities	1	-	-	
2.2.3	Populate Micro Focus Network Automation	sec. 3.2, Annex B	EDC + 9 weeks	Lago Patria	services	set of activities	1	-	-	
TOTAL PRICE CLIN 2									-	
3.0	CLIN 3 (BASE-EVALUATED) - WORK PACKAGE 3 - Norfolk									
3.1	Site Survey									
3.1.1	Project Management	sec. 3.1	EDC + 11 weeks	N/A	services	set of activities	1	-	-	
3.1.2	Active/Passive signal survey	sec. 3.2, Annex C	EDC + 11 weeks	Norfolk	services	set of activities	1	-	-	
3.1.3	Provide Site Survey Report	sec. 5.2, Annex C	EDC + 11 weeks	Norfolk	ectronic files and / or hardcop	set of documentation	1	-	-	
3.2	Management Tools									
3.2.1	Populate Cisco Prime Infrastructure	sec. 3.2, Annex C	EDC + 11 weeks	Norfolk	services	set of activities	1	-	-	
3.2.2	Populate DX NetOps	sec. 3.2, Annex C	EDC + 11 weeks	Norfolk	services	set of activities	1	-	-	
3.2.3	Populate Micro Focus Network Automation	sec. 3.2, Annex C	EDC + 11 weeks	Norfolk	services	set of activities	1	-	-	
TOTAL PRICE CLIN 3									-	
4.0	CLIN 4 (BASE-EVALUATED) - WORK PACKAGE 4 - Northwood									
4.1	Site Survey									
4.1.1	Project Management	sec. 3.1	EDC + 7 weeks	N/A	services	set of activities	1	-	-	
4.1.2	Active/Passive signal survey	sec. 3.2, Annex D	EDC + 7 weeks	Northwood	services	set of activities	1	-	-	
4.1.3	Provide Site Survey Report	sec. 5.2, Annex D	EDC + 7 weeks	Northwood	ectronic files and / or hardcop	set of documentation	1	-	-	
4.2	Management Tools									
4.2.1	Populate Cisco Prime Infrastructure	sec. 3.2, Annex D	EDC + 7 weeks	Northwood	services	set of activities	1	-	-	
4.2.2	Populate DX NetOps	sec. 3.2, Annex D	EDC + 7 weeks	Northwood	services	set of activities	1	-	-	
4.2.3	Populate Micro Focus Network Automation	sec. 3.2, Annex D	EDC + 7 weeks	Northwood	services	set of activities	1	-	-	
TOTAL PRICE CLIN 4									-	
5.0	CLIN 5 (BASE-EVALUATED) - WORK PACKAGE 5 - Izmir									
5.1	Site Survey									
5.1.1	Project Management	sec. 3.1	EDC + 13 weeks	N/A	services	set of activities	1	-	-	
5.1.2	Active/Passive signal survey	sec. 3.2, Annex E	EDC + 13 weeks	Izmir	services	set of activities	1	-	-	
5.1.3	Provide Site Survey Report	sec. 5.2, Annex E	EDC + 13 weeks	Izmir	ectronic files and / or hardcop	set of documentation	1	-	-	
5.2	Management Tools									
5.2.1	Populate Cisco Prime Infrastructure	sec. 3.2, Annex E	EDC + 13 weeks	Izmir	services	set of activities	1	-	-	
5.2.2	Populate DX NetOps	sec. 3.2, Annex E	EDC + 13 weeks	Izmir	services	set of activities	1	-	-	
5.2.3	Populate Micro Focus Network Automation	sec. 3.2, Annex E	EDC + 13 weeks	Izmir	services	set of activities	1	-	-	
TOTAL PRICE CLIN 5									-	
6.0	CLIN 6 (BASE-EVALUATED) - WORK PACKAGE 6 - Sigonella									
6.1	Management Tools									
6.1.1	Project Management	sec. 3.1	EDC + 15 weeks	N/A	services	set of activities	1	-	-	
6.1.2	Populate Cisco Prime Infrastructure	sec. 3.2, Annex F	EDC + 15 weeks	Sigonella	services	set of activities	1	-	-	
6.1.3	Populate DX NetOps	sec. 3.2, Annex F	EDC + 15 weeks	Sigonella	services	set of activities	1	-	-	
6.1.4	Populate Micro Focus Network Automation	sec. 3.2, Annex F	EDC + 15 weeks	Sigonella	services	set of activities	1	-	-	
TOTAL PRICE CLIN 6									-	
7.0	CLIN 7 (BASE-EVALUATED) - WORK PACKAGE 7 - Cisco Prime Infrastructure Update									
7.1	Update Cisco Prime Infrastructure to 3.10 version	sec. 3.3; 5.2	EDC + 5 weeks	Mons	services	set of activities	1	-	-	
TOTAL PRICE CLIN 7									-	
8.0	CLIN 8 (BASE-EVALUATED) - WORK PACKAGE 8 - Cisco ISE Consultation									
8.1	Analysys Cisco ISE deployment	sec. 3.4	EDC + 6 weeks	Mons	services	set of activities	1	-	-	
8.2	Cisco ISE report	sec. 5.2	EDC + 6 weeks	Mons	ectronic files and / or hardcop	set of documentation	1	-	-	
TOTAL PRICE CLIN 8									-	
9.0	CLIN 9 (BASE-EVALUATED) - WORK PACKAGE 9 - Wireless/Security Expert Consultation									
9.1	Consultation service	sec. 3.5; 5.2	EDC + 21 weeks	Mons/Online	services	Man-Days	10	-	-	
TOTAL PRICE CLIN 9									-	
Total Firm Fixed Price- Base Contract									-	

CLIN Summary Instruction:

Offerors are to populate all **yellow cells**. Firm fixed prices need to be provided for every CLIN, with no omissions.

If Offeror decides to keep any CLIN at zero costs the reason for it has to be explained in the corresponding Comments field.

For the CLIN Summary Tab Offerors have 2 options:

A) Columns may be added to the right of the current table; two columns "Unit Price" and "Total Firm Fixed Price" would be added for each additional currency of the quotation;

B) Offerors may duplicate the CLIN Summary tab for each currency quotation.

Note: Any formulas existing in the cells are provided only to assist the Offeror and ultimately all calculations are the Offeror's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable quotation as required.

Important Note: The total sum of the "Firm Fixed Price" column in this CLIN Summary sheet should equal the grand total from the "Offer Summary" tab. These totals are also required to be traceable to the totals from the details tabs (Labour+Material+Travel+ODC)= Grand Total= CLIN Summary Tab.

Populate each line of the table that contains labour with the appropriate CLIN from the drop down menu. Note that all CLINs should be accounted for and if there is no labour associated please include a line for that CLIN and indicate "No labour associated" in column C.

Identify specific labour categories used. For example:
Senior Systems Engineer, Technician, Junior program analyst, etc.

Identify the applicable currency. Offeror may choose to enter multiple currencies in one sheet or duplicate the sheet for multiple currencies.

Note: Please see also the Rates tab

Nr of MD's Year 1

Nr of MD's Year 2

Nr of MD's Year 3

Unit Cost per MD Year 1

Unit Cost per MD Year 2

Unit Cost per MD Year 3

Use formula only, which is the total of the previous columns: "quantity x cost" for all years.

Profit calculation. Note the formula given in this column is an example only and the Offeror should enter the appropriate formula. If the contractor did not apply profit, any or all of these cells can be 0.

"Fully burdened" cost calculation for each labour category, which means the cost of all units including all profit and indirect rates associated with material (G&A, overhead, etc.).

If the line of effort is performed by the Offeror indicate "No" in each line that is not subcontracted. If the line of effort is subcontracted indicate the company name in each line associated with its effort.

CLIN	Labour Category	Currency	Man-Days 2022	Man-Days 2023	Man-Days 2024	Lab-rate 2022	Lab-rate 2023	Lab-rate 2024	Extended cost	Expat Allowance (ONLY if applicable)	Profit	Fully burdened cost	Subcontracted/ Name of Subcontractor
Example: CLIN 1.1.1	Systems Engineer	Euro (EUR)	25	20	15	50.00	51.00	52.00	3,050.00		100.00	3,150.00	No
CLIN 1.1.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 1.1.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 1.1.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 1.2.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 1.2.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 1.2.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 2.1.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 2.1.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 2.1.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 2.2.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 2.2.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 2.2.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 3.1.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 3.1.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 3.1.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 3.2.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 3.2.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 3.2.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 4.1.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 4.1.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 4.1.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 4.2.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 4.2.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 4.2.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 5.1.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 5.1.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 5.1.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 5.2.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 5.2.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 5.2.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 6.1.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 6.1.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 6.1.3	Insert Labour category name here								-	-	0.00	0.00	
CLIN 6.1.4	Insert Labour category name here								-	-	0.00	0.00	
CLIN 7.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 8.1	Insert Labour category name here								-	-	0.00	0.00	
CLIN 8.2	Insert Labour category name here								-	-	0.00	0.00	
CLIN 9.1	Insert Labour category name here								-	-	0.00	0.00	
Total												0.00	

Please add as many rows as needed in the table above.

Enter profit percentage for labour in yellow cell below:

Profit => 0%

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING QUOTE

Labour table instructions:

This detailed labour table is to be completed by Offeror with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Offeror is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Offeror may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

Note: Any formulas existing in the cells are provided only to help Offeror and ultimately all calculations are the Offeror's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The total sum of the "Fully burdened cost" column should equal the grand total labour cost to include profit as well as all indirect rates (G&A/Overhead/etc.) associated with labour. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Offeror is required to include the associated indirect costs in the totals of the detailed tab either:

- A) in the base unit costs; or
- B) shown separately by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

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Populate each line of the table that contains material with the appropriate CLIN from the drop down menu. Note that all CLINs should be accounted for and if there is no material associated please include a line for that CLIN and indicate "No material associated" in column C.

Identify specific material that is to be procured as a part of the proposed solution. This includes specific hardware items, software licenses, etc.

Provide a description of each item; this can be a model number, hardware configuration description, etc.

Identify the applicable currency. Offeror may choose to enter multiple currencies in one sheet or duplicate the sheet for multiple currencies.

Nr of Units to be purchased Year 1

Nr of Units to be purchased Year 2

Nr of Units to be purchased Year 3

Unit Cost Year 1

Unit Cost Year 2

Unit Cost Year 3

Extended cost

Profit

Fully burdened cost

Subcontracted/ Name of Subcontractor

Use formula only, which is the total of the previous columns: "quantity x costs" for all years.

Profit calculation. Note the formula given in this column is an example only and the Offeror should enter the appropriate formula. If the contractor did not apply profit, any or all of these cells can be 0.

"Fully burdened" cost calculation for each labour category, which means the cost of all units including all profit and indirect rates associated with material (G/A, overhead, etc.).

If the line of effort is performed by the Offeror indicate "No" in each line that is not subcontracted. If the line of effort is subcontracted indicate the company name in each line associated with its effort.

Enter profit percentage for material in yellow cell below:

Profit => 0%

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING QUOTE

Material tab instruction:

This detailed material tab is to be completed by Offeror with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Offeror is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Offeror may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

Note: Any formulas existing in the cells are provided only to help Offeror and ultimately all calculations are the Offeror's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The total sum of the "Fully burdened cost" column should equal the grand total Material cost to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with material. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the RFQ stage. However, Offeror is required to include the associated indirect costs in the totals of the detailed tab either:
A) in the base unit costs;
or
B) shown separately by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Option B is not required at the RFQ stage but this detail will be requested from the winning Offeror during pre-contract award discussions.

CLIN	Equipment Name	Item Description	Currency	Quantity 2022	Quantity 2023	Quantity 2024	Unit cost 2022	Unit cost 2023	Unit cost 2024	Extended cost	Profit	Fully burdened cost	Subcontracted/ Name of Subcontractor
Example: CLIN 1.1.1	EXAMPLE: BrandX Server: TS1593	Example: HT800003 (model number)	Euro (EUR)	10	20	25	150.00	155.00	160.00	8,600.00	400.00	9,000.00	No
CLIN 1.1.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 1.1.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 1.1.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 1.2.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 1.2.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 1.2.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 2.1.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 2.1.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 2.1.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 2.2.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 2.2.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 2.2.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 3.1.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 3.1.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 3.1.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 3.2.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 3.2.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 3.2.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 4.1.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 4.1.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 4.1.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 4.2.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 4.2.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 4.2.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 5.1.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 5.1.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 5.1.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 5.2.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 5.2.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 5.2.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 6.1.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 6.1.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 6.1.3	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 6.1.4	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 7.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 8.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 8.2	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
CLIN 9.1	Insert Purchased Equipment name	Insert Item Description/Model number								0.00	0.00	0.00	
Total												0.00	

Please add as many rows as needed in the table above.

Populate each line of the table that contains travel with the appropriate CLIN from the drop down menu. Note that all CLINs should be accounted for and if there is no travel associated please include a line for that CLIN and indicate "No travel associated" in column C.

CLIN	Origin/Destination	Year	Currency	Nr of trips	Nr of people	Nr of Days per trip	Cost per roundtrip transportation (Flight, train, etc.).	Per diem rate.	Extended cost	Profit	Total Cost
Example. CLIN 1.1.1	Rome/The Hague	2022	Euro (EUR)	4	3	5	600.00	150.00	16,200.00	810.00	17,010.00
CLIN 1.1.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 1.1.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 1.1.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 1.2.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 1.2.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 1.2.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 2.1.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 2.1.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 2.1.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 2.2.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 2.2.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 2.2.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 3.1.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 3.1.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 3.1.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 3.2.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 3.2.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 3.2.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 4.1.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 4.1.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 4.1.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 4.2.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 4.2.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 4.2.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 5.1.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 5.1.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 5.1.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 5.2.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 5.2.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 5.2.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 6.1.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 6.1.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 6.1.3	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 6.1.4	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 7.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 8.1	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 8.2	Insert Origin/destination						-		0.00	0.00	0.00
CLIN 9.1	Insert Origin/destination						-		0.00	0.00	0.00
Total										0.00	

Please add as many rows as needed in the table above.

Profit calculation. Note the formula given in this column is an example only and the Offeror should enter the appropriate formula. If the contractor did not apply profit, any or all of these cells can be 0.

Enter profit percentage for travel in yellow cell below:

Profit => 0%

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING QUOTE

Travel table Instructions:

This detailed Travel table is to be completed by Offeror with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Offeror is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Offeror may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

Note: Any formulas existing in the cells are provided only to help Offeror and ultimately all calculations are the Offeror's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The sum of the "Total cost" column on this tab should equal the grand total Travel cost to include any profit as well as all indirect rates (G&A/Overhead/etc.) associated with travel. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the RFQ stage. However, Offeror is required to include the associated indirect costs in the totals of the detailed tab either:
A) in the base unit costs;
or
B) shown separately by expanding the table columns to show the additional costs due to these indirect rates as separate columns. Option B is not required at the RFQ stage but this detail will be requested from the winning Offeror during pre-contract award discussions.

Populate each line of the table that contains ODC with the appropriate CLIN from the drop down menu. Note that all CLINs should be accounted for and if there is no ODC associated please include a line for that CLIN and indicate "No ODC associated" in column C.

Identify the applicable currency. Offeror may choose to enter multiple currencies in one sheet or duplicate the sheet for multiple currencies.

Year of expected ODC cost.

Unit type, (MD's, lot, etc.)

Number of units.

Unit cost.

This column should only be expressed as a formula.

Profit calculation (if applicable).
Note: The formula given in this column is an example only and the bidder should enter the appropriate formula.
If the contractor did not apply profit, any or all of these cells can be 0.

Total ODC cost calculation.

Enter profit percentage for ODC in yellow cell below:

Profit => 0%

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING QUOTE

CLIN	Item Name	Item Description	Year	Currency	Unit Type	Quantity	Unit cost	Extended cost	Profit	Total Cost
Example. CLIN 1.1.1	Shipping	Shipping USA to BRU	2022	Euro (EUR)	Lot	2	3,000.00	6,000.00	300.00	6,300.00
CLIN 1.1.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.1.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.1.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.2.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.2.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.2.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.1.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.1.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.1.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.2.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.2.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.2.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 3.1.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 3.1.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 3.1.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 3.2.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 3.2.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 3.2.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.1.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.1.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.1.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.2.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.2.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.2.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 5.1.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 5.1.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 5.1.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 5.2.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 5.2.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 5.2.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 6.1.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 6.1.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 6.1.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 6.1.4	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 7.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 8.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 8.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 9.1	Insert Other Direct Cost item							0.00	0.00	0.00
Total										0.00

Please add as many rows as needed in the table above.

ODC table Instructions:

This detailed ODC table is to be completed by Offeror with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Offeror is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column-specific instructions in the first row. Offeror may not delete columns, or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

Note: Any formulas existing in the cells are provided only to help Offeror and ultimately all calculations are the Offeror's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The sum of the "Total cost" column on this tab should equal the grand total ODC cost to include any profit as well as all indirect rates (G&A/Overhead/etc.) associated with ODCs. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Offeror is required to include the associated indirect costs in the totals of the detailed tab either:
A) in the base unit costs;
or
B) shown separately by expanding the table columns to show the additional costs due to these indirect rates as separate columns. Option B is not required at the RFQ stage but this detail will be requested from the winning Offeror during pre-contract award discussions.

Enter the name of the Rate here (G&A, Overhead, etc.)			Enter a rate description for non-standard rate categories	Enter the rate percentage
Rate Name	Rate description*	Percentage		
[Insert Rate Name]		0%		
[Insert Rate Name]		0%		
[Insert Rate Name]		0%		

***Note: rate description only needed if this is a rate not included in the list below:**

Overhead
Fringe
General & Administrative
Material Handling
Profit- Labour
Profit- Material

EXAMPLE ONLY:		
Name of Rate	Rate description	
Fringe		2%
Overhead		2%
G&A		2%
ABC rate (company specific)	In the case of non-standard rates include a description	x%

Instructions:

Although the rates in this tab do not need to be linked to calculations for purposes of the bid, it is required that Offeror list any and all rates included in their bid to include (but not limited to): Overhead, Labour Fringe, Material handling, General &Administrative, Profit, etc.

NATO UNCLASSIFIED



RFQ-CO-115653-ITM-R

BOOK II - PART II
CONTRACT SPECIAL PROVISIONS

WIRELESS CONNECTIVITY FOR NATO SITES

NATO UNCLASSIFIED

CONTRACT SPECIAL PROVISIONS

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ARTICLE 1 SCOPE

- 1.1** The scope of this Contract is to provide a Wireless Connectivity for multiple NATO Sites as specified in the Schedule of Supplies and Services (SSS) and in accordance with the Statement of Work (SOW) for the firm fixed prices stated in this Contract.
- 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 PROVISIONS

- 2.1** Clause 1 “Notice of Shipment” of the BOA General Provisions is deleted
- 2.2** Clause 3 - “Purchaser Furnished Property” of the BOA General Provisions is supplemented by ARTICLE 20 – “Purchaser Furnished Property” of these Contract Special Provisions
- 2.3** Clause 7 - “Inspection, Acceptance and Rejection” of the BOA General Provisions are supplemented by ARTICLE 12 “Inspection and Acceptance” of these Contract Special Provisions
- 2.4** Clause 11 - “Invoices” of the BOA General Provisions is replaced by ARTICLE 11 – “Invoices and Payment” of these Contract Special Provisions
- 2.5** Clause 15 – “Order of Precedence” of the BOA General Provisions is replaced by ARTICLE 3 – “Order of Precedence” of these Contract Special Provisions
- 2.6** Clause 27 – “Security” of the BOA General Provisions is supplemented by ARTICLE 16 – “Security” of these Contract Special Provisions
- 2.7** Clause 30 – “Force Majeure” of the BOA General Provisions is supplemented by ARTICLE 28 – “Force Majeure” of these Contract Special Provisions

ARTICLE 3 ORDER OF PRECEDENCE

- 3.1** In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Signature sheet
 - b. Part I - The Schedule of Supplies and Services
 - c. Part II - The Contract Special Provisions
 - d. Part III – NCI Agency – BOA General Provisions
 - e. Part IV – The Statement of Work
 - f. The Contractor’s Offer

ARTICLE 4 DURATION OF CONTRACT

- 4.1** 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 (SSS) and Statement of Work (SOW).

ARTICLE 5 PRICE BASIS

- 5.1** This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in the Schedule of Supplies and Services.
- 5.2** 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.
- 5.3** The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 5.4** The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2010).

ARTICLE 6 ADDITIONAL CONTRACT TASKS AND OPTIONS

- 6.1** The tasks identified in the Contract Schedule of Supplies and Services as Options (if any) are to be intended as options to be exercised by the Purchaser and at its sole discretion. The Purchaser shall have the right to exercise any of the listed priced options at its discretion any time during the performance of the Contract and up to its conclusion at the unit prices listed in the Schedule of Supplies and Services.
- 6.2** Should any options be exercised, the Purchaser will increase the firm fixed price of the Contract via a formal Contract Amendment by the amount of the line items so exercised and the period of performance of the Contract will be extended as mutually agreed and when necessary.
- 6.3** In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser Contracting Authority.
- 6.4** In addition to the specific Contract options as identified 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 he deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced in using the "Summary Price" rates provided by the Contractor as part of his proposal and included in this Contract by reference.
- 6.5** 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 three (3) months from submission.
- 6.6** The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period. 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 7 PARTICIPATING COUNTRIES

- 7.1** The Contractor may issue subcontracts to firms and purchase from qualified vendors in any of the 30 NATO Member Nations, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.
- 7.2** None of the work, including project design, labor and services, shall be performed other than by firms from and within NATO Member Nations. No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a NATO Member Nation.
- 7.3** 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 NATO Member Nation.
- 7.4** 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 NATO member nations 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 NATO Member Nation.

ARTICLE 8 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 8.1** The Contractor warrants that he 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.
- 8.2** 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.
- 8.3** The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- 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.
- 8.4** 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 9 PLACE AND TERMS OF DELIVERY

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

ARTICLE 10 WARRANTY AND SUPPORT

- 10.1** The Contractor shall provide warranty and support for all goods and services, including workmanship and all materials provided under this Contract and in accordance with the relevant Paragraphs in Section 3 of the SOW.
- 10.2** The warranty period for all goods and services, including workmanship and all materials, shall be a minimum of 1 year from the date of acceptance where no further period is specified.
- 10.3** Should any period of warranty or conditions of the warranty provided by either the Original Equipment Manufacturer (OEM) or the (Sub-)Contractor exceed those required by the Contract, then these periods or conditions may be incorporated in the Contract at the sole discretion of the Purchaser.
- 10.4** Should any warranty case not be closed within the timelines specified in Section 2.4 of the SOW, the Purchaser will reserve the right to purchase the replacement item from alternative suppliers. The cost of which shall be reimbursed by the Contractor.

ARTICLE 11 INVOICES AND PAYMENT

- 11.1** Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 11.2** 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.
- 11.3** Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-115653-ITM-R,
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO [TBD at Contract Award],
 - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN, ...)

- 11.4** The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:

Payment	Milestone	Amount
CLIN 1 through 9	Written Final Acceptance of all deliverables and works by the Purchaser	100%

- 11.5** 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 General Provisions.
- 11.6** No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 11.7** No payment shall be made for additional items delivered that are not specified in the contractual document.
- 11.8** Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 11.9** The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 11.10** The invoice shall contain the following certificate:
"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."
- 11.11** The certificate shall be signed by a duly authorised company official on the designated original.
- 11.12** Invoices referencing "**CO-115653-ITM-R / PO [TBD at Contract Award]**" shall be sent to: accountspayable@ncia.nato.int
- 11.13** NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 12 INSPECTION AND ACCEPTANCE

- 12.1** The work to be provided by the Contractor under this contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided, will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in the SOW. Services performed by the Contractor which do not conform to the requirements set in the Contract, 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 requirements set in the Contract may result in termination of the contract for Default.
- 12.2** Under the terms of this Contract, Acceptance will be made at the end of service at each site accompanied by a copy of the required documents as detailed in the SOW and the Purchaser's written notice of Acceptance for each fully delivered Work Package.

- 12.3** Work and Deliverables provided by the Contractor will become the property of the Purchaser as detailed in Article 13 Ownership and Title.

ARTICLE 13 OWNERSHIP AND TITLE

- 13.1** Ownership and Title to tangible or intangible Deliverables under the CLINs covered by this Contract shall pass to the Purchaser upon the Purchaser's written notice of Acceptance of each Work Package.

ARTICLE 14 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 14.1** The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause 19 "Termination for Default" of the BOA General Provisions.
- 14.2** Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

ARTICLE 15 CONTRACT ADMINISTRATION

- 15.1** The Purchaser reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.

- 15.2** 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.
- 15.3** Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 15.4** Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.
- 15.5** All notices and communications shall be effective on receipt.
- 15.6** Official Points of Contact:

Purchaser	Contractor
NATO Communications and Information Agency NATO HQ Boulevard Leopold III B-1110 Brussels, Belgium	
For contractual matters: Attn: Ms. Natalia Wojciak, Contracting Officer Tel: +32 2 707 8498 E-mail: natalia.wojciak@ncia.nato.int	For contractual matters: Attn: Tel: E-mail:
For technical/project management matters: Attn: Tel: E-mail:	For technical/project management matters: Attn: Tel: E-mail:

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

ARTICLE 16 SECURITY

- 16.1** The security classification of this Contract is "NATO UNCLASSIFIED".
- 16.2** Contractor and /or Subcontractor personnel employed under this Contract will require access to locations, such as sites and headquarters, where classified material and information up to and including "NATO SECRET" are handled and shall be required to have a NATO security clearance up to this level.

- 16.3** All NATO classified material entrusted to the Contractor under the Prospective Contract shall be handled and safeguarded in accordance with applicable security regulations.
- 16.4** In the performance of all works under this Contract it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO and National security regulations as implemented by the Purchaser and by the local authorities.
- 16.5** It shall be the Contractor's responsibility to obtain the appropriate personnel clearances to the levels stated in the preceding paragraphs and to have such clearances confirmed to the Purchaser by the relevant National security authority for the duration of the Contract in its entirety.
- 16.6** Failure to obtain or maintain the required level of security for Contractor personnel for the period of performance of this Contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Clause 19 (Termination for Default) of the BOA General Provisions.
- 16.7** The Contractor shall note that there are restrictions regarding the carriage and use of electronic device (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.

ARTICLE 17 LIQUIDATED DAMAGES

- 17.1** If the Contractor;
 - 17.1.1** Fails to meet the delivery schedule of the items required under this contract at the times specified in the Delivery Schedule of this Contract, or any agreed extension thereto, for reasons solely attributable to the Contractor, or
 - 17.1.2** Fails to obtain acceptance of the delivered Work as specified in the Contract, for reasons solely attributable to the Contractor or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered;
- 17.2** 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 fixed and agreed liquidated damages of 0.1% (one tenth of one percent) of the associated Delivery Order / CLIN value as set forth in the Schedule of Supplies and Services herein, for each day of delinquency in achieving the milestone. These liquidated damages will begin to accrue on the first day after the date on which delivery was required and/or the milestone was to have been reached.
- 17.3** In addition, the Purchaser may terminate this contract in whole or in part as provided in Clause 19 ("Termination for Default") of the BOA 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.
- 17.4** The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of

the Contractor as defined in Clause 19 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 his judgement the findings of fact justify an extension.

- 17.5** Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the applicable payment for the line item in the Schedule of Supplies. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 17.6** The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
 - c. By reclaiming such damages through appropriate legal remedies.

ARTICLE 18 INDEMNITY

- 18.1** 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.
- 18.2** 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.
- 18.3** 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.
- 18.4** 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 19 TECHNICAL DIRECTION

- 19.1** At the site of efforts, the Purchaser may assign Technical Representatives who will monitor work in progress and provide Contractor personnel with instruction and guidance (within the general scope of work) in performance of their duties and working schedule. The Technical Representatives do not have the authority to change the terms of the Contract or to increase the overall cost, duration or level of effort of the Contract. The Technical Representatives do have the

authority, within the general scope of work, to provide direction to the Contractor personnel in performance of their duties.

- 19.2** In case the Contractor believes that any technical direction received from the Technical Representative constitutes a change to the terms, conditions and/or specifications of the Contract, he shall immediately inform in writing the Purchaser Contracting Authority, who will either confirm or revoke such direction. If such direction is confirmed as a change, this change will be formalized by written amendment to the Contract pursuant to Clause 12 "Changes" of the BOA General Provisions.
- 19.3** Failure of the Contractor to notify the Purchaser Contracting Authority of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

ARTICLE 20 PURCHASER FURNISHED PROPERTY

- 20.1** The Purchaser shall provide the Contractor with the following property for the performance of the Contract:
- 20.1.1 Clean building floor plans and schematics
 - 20.1.2 Building floor plans with WAPs and technical rooms location.
- 20.2** Except for those items specifically stated to be Purchaser furnished in Article 20.1 above, the Contractor shall furnish everything required to perform the Contract.

ARTICLE 21 CARE AND DILIGENCE OF PROPERTY

- 21.1** The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment and vegetation (such as trees, shrubs and grass) on the work site. If the Contractor damages any such buildings, walls, equipment or vegetation, he shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 21.2** The Purchaser shall exercise due care and diligence for Contractor's furnished equipment, tools and materials on site premises. The Purchaser will not assume any liability except for gross negligence and willful misconduct on the part of the Purchaser's personnel or agents.
- 21.3** The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

ARTICLE 22 INDEPENDENT CONTRACTOR

- 22.1** 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 23 APPLICABLE REGULATIONS

- 23.1** 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.
- 23.2** 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.
- 23.3** 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 24 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

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

ARTICLE 25 PURCHASER USE OF THIRD PARTIES

- 25.1** The Contractor shall be aware of the possible presence of third parties who perform work which contributes to, or is strongly related to, work conducted under this Project.
- 25.2** The Contractor shall work closely with and participate in meetings and reviews to be held jointly with these third parties.
- 25.3** The Contractor undertakes to make the best effort in producing plans and technical agreements that could be commonly agreed by all participants to the Project. The Contractor shall have no rights to raise claims, ask for delays or interrupt the performance of the contract on the basis of, or in connection with, the presence of third parties running parallel work on or related to this Project.

ARTICLE 26 INSURANCES

- 26.1** The Contractor is responsible for providing the necessary insurance for the personnel provided by the Contractor and the equipment as needed on the site and for the performance of the Contract for its entire duration.

ARTICLE 27 CONFLICT OF INTEREST

- 27.1** A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render

impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.

- 27.2** The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Purchaser. If, after award of this Contract, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Purchaser as set forth below.
- 27.3** If, after award of this Contract, the Purchaser discovers a conflict of interest with respect to this Contract, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information from the Contractor, impose mitigation measures, or terminate the Contract for default in accordance with Clause 19 of the BOA General Provisions.

ARTICLE 28 FORCE MAJEURE

- 28.1** "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.
- 28.2** Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [28.1] are all fulfilled, include:
- 28.2.1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
 - 28.2.2 civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
 - 28.2.3 currency and trade restriction, embargo, sanction;
 - 28.2.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
 - 28.2.5 plague, epidemic, natural disaster or extreme natural event;
 - 28.2.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
 - 28.2.7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

- 28.3** 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.
- 28.4** 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:
- 28.4.1 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;
 - 28.4.2 the suspension of performance is of no greater scope than is necessitated by Force Majeure;
 - 28.4.3 the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [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.
- 28.5** 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.
- 28.6** 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.

**ARTICLE 29 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION
FOR MANDATED NATO THIRD PARTY AUDITS BY
RESOURCE COMMITTEES**

29.1 Definitions. As used in this clause -

- 29.1.1 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.
- 29.1.2 Mandated Third Party Audits means audits mandated by a resource committee.
- 29.1.3 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.
- 29.1.4 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.

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

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

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

29.3 Flowdown. Include the substance of this clause, including this paragraph (29.3), in all subcontracts, including subcontracts for commercial items.

NATO UNCLASSIFIED

GENERIC BASIC ORDERING AGREEMENT
NCIA/BOA Between
NATO COMMUNICATIONS AND INFORMATION
ORGANISATION
Represented by
THE GENERAL MANAGER, NATO C&I AGENCY
And
| COMPANY |
For
| PRODUCTS & SERVICES |

NATO UNCLASSIFIED

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BASIC ORDERING AGREEMENT WITH NCIA

COMPANY NAME ("Company") and NATO COMMUNICATIONS AND INFORMATION AGENCY represented by the General Manager NATO C&I Agency ("NCIA") agree that the Terms and Conditions contained in this Agreement ("Agreement"), shall govern the sale or licensing of Products and Engineering Services (as later defined) ordered under this Agreement.

"Company" has entered into this Agreement for and on behalf of itself. The geographic scope of this Agreement shall extend to member countries of the North Atlantic Treaty: Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Turkey, United Kingdom, United States of America.

This Agreement establishes the Terms and Conditions under which Products and Engineering Services may be sold or licensed to Eligible Purchasers (as later defined), but does not obligate "Company" to sell or license or Eligible Purchasers to buy or license any Product or Engineering Service. The following Sections and Exhibits contained in the Agreement form an integral part thereof.

Part I	-- Special Provisions
Part II	-- General Provisions
Appendix 1 to Part II	-- Purchaser's Pricing Principles
Exhibit A	-- Ordering Information
Exhibit B	-- Authorisation to use BOA by NATO Contractors
Exhibit C	-- Products and Services

"Company" and NCIA have read this Agreement, understand it, and agree to be bound by its Terms and Conditions. NCIA and "Company" further agree that this Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior proposals, negotiations, and communications, oral and written between the Parties or their representatives. Deviations from this Agreement shall be binding only when mutually agreed in writing by the Authorised Representatives of NCIA and "Company".

Orders placed referencing this Agreement are subject exclusively to its terms which may only be amended or supplemented by written agreement of "Company" and Eligible Purchasers.

NATO C&I AGENCY
Boulevard Leopold III
B-1110 Brussels
Belgium

COMPANY
ADDRESS
ADDRESS

Title: Principal Contracting Officer
Date:

Title: _____
Date:

EFFECTIVE DATE: _____

PART I - SPECIAL PROVISIONS

1. TERM

- 1.1 This Agreement is effective for an Initial Term of one (1) year from the Effective Date which is given on page 1. Thereafter, it will continue unless and until one Party gives to the other a written thirty (30) day notice of its intention to terminate.
- 1.2 Any expiration or termination of this Agreement will not alter the rights, duties and obligations of "Company" or Purchaser, or any discounts granted, for any Orders accepted by "Company" under this Agreement prior to the date of expiration or termination of the Agreement.

2. DEFINITIONS

- 2.1 "Authorised Representative of "Company"" means | please specify position. |
- 2.2 "Authorised Representative of NATO, NATO Body or NATO Member Nation" means the General Manager, Deputy General Manager or Chief of Contracts of NCIA and any designated representative of an Eligible Purchaser.
- 2.3 "Authorised Representative of NCIA" means the General Manager, Deputy General Manager or Chief of Contracts.
- 2.4 "Contractor" means any entity working on a project for any Eligible Purchaser.
- 2.5 "Effective Date" is the date specified on the signature page when the Initial Term of this Agreement begins.
- 2.6 "Eligible Purchaser" or "Purchaser" means the entity identified in 3.0 below which may benefit of the Terms and Conditions of this agreement, if they express so in any subsequent agreement between them and "Company".
- 2.7 "Engineering Services" means professional services which members of the engineering/computer science profession may logically perform including studies, investigations, test, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications and preparation of operating and maintenance manuals.
- 2.8 "Governmental Agency" means any governmental agency, including military forces, of a NATO Member Nation.
- 2.9 "Member Nation" means any of the 28 Member Nations of NATO.
- 2.10 "NATO" means the North Atlantic Treaty Organisation.

- 2.11 "NATO Body" means any entity created by the North Atlantic Council (or Defence Planning Committee) and to which either the Agreement on the Status of the North Atlantic Treaty Organisation, National Representatives and International Staff (20 September 1951) or the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (28th August 1952) applies.
- 2.12 "Order" means any instrument/document, e.g. Purchase Order or Task Order, used for the procuring of Products and/or Engineering Services under this Agreement.
- 2.12.1 "Purchase Order" means any agreement concluded between the Purchaser and "Company".
- 2.12.2 "Task Order" means any instrument, in the form of a statement of work to be performed by "Company", as concluded between the Purchaser and "Company".
- 2.13 "Parties" means NCIA and "Company".
- 2.14 "Partnership for Peace (PfP) Countries" means those countries who are signatories to the Partnership for Peace Agreement dated 10 January 1994.
- 2.15 "Products" means Equipment, Software and related Goods and Services, including but not limiting to Training and Documentation.
- 2.15.1 "Equipment" shall mean the hardware components of Products.
- 2.15.2 "Software" shall mean each software program provided by "Company" in machine readable, object, printed or interpreted form.
- 2.16 "Standard Terms and Conditions" are the Terms and Conditions contained in this Agreement.
- 2.17 "Sub-contract" means any Agreement, Contract or Order made by "Company" with any other party in order to fulfil any part of an Order.
- 2.18 "Sub-contractor" means any party directly or indirectly under a "sub-contract".

3. ELIGIBLE PURCHASERS

- 3.1 The following entities are eligible to reference and use the terms and conditions of this Agreement, subject to the provisions specified in paragraph 4 below:
- 3.1.1 NCIA
- 3.1.2 NATO Bodies
- 3.1.3 Governmental Agencies of NATO Member Nations as per 2.8 above
- 3.1.4 Contractors performing work on behalf of the categories mentioned in 3.1.1, 3.1.2 and 3.1.3 above.

- 3.2 Partnership for Peace Countries may be eligible to the Terms and Conditions of this Agreement, subject to a case-by-case agreement between NCIA and "Company".

4. ORDERING PROCEDURE

- 4.1 All Orders under this Agreement shall contain, as a minimum, the information detailed in Exhibit A, and shall be subject to acceptance by "Company".
- 4.1.1 Orders may be placed with "Company" for the Products and/or Engineering Services identified on Exhibit C. Orders may be placed hereunder for Products and/or Engineering Services not included herein, subject to determination of availability and price by "Company".
- 4.1.2 "Company" accepts that NCIA shall not be liable in any form for any Order issued and concluded between a Purchaser, other than by NCIA itself, and "Company".
- 4.2 In the case of the Purchaser being a Governmental Agency or a Contractor performing work on behalf of NATO, NATO Bodies or NATO Member Nations, "Company" may request the Authorised Representative of NATO, NATO Bodies or NATO Member Nations, to verify that the Purchaser is eligible to use the Agreement.
- 4.3 Assignment: Authorised Representatives of NATO, NATO Bodies or NATO Member Nations may assign Orders at their discretion provided there is no further change to the terms of the Order, especially as regards payment. "Company" reserves the right to approve any assignment.
- 4.4 In the case of the Purchaser being a Contractor, "Company" may request the Authorised Representative of NCIA or Eligible Purchaser to verify that the Contractor is in fact performing work on a project or for an Eligible Purchaser of a NATO Member Nation and that the Products and/or Engineering Services are required for such purpose and the Authorised Representative of Eligible Purchaser shall provide such verification in the form of Exhibit B.

5. DELIVERY

- 5.1 "Company" is authorised to accelerate the Requested Products Delivery Schedule or to complete the Performance of each Order issued hereunder prior to the time set forth therein, provided, however that nothing contained herein, or in any said Order obligates the Purchaser to perform any of its obligations at an earlier date than would otherwise be the case.

6. PRICES

- 6.1 All Products prices shall be quoted as firm prices and all Engineering Services' prices shall be quoted as firm rates per particular time units by labour category in accordance with Exhibit C pricing practices as disclosed and agreed to by NCIA or any other Eligible Purchaser.
- 6.2 All Product prices are quoted CIF Destination and all Product shipments and deliveries shall be effected on this basis, notwithstanding any other provision of this Agreement or order placed hereunder.

7. WARRANTY

- 7.1 Hardware Warranty. Unless otherwise agreed between the Purchaser and "Company", or as otherwise specified, "Company" warrants its Equipment against defects in workmanship of materials for one (1) year from the date of either shipment or "Company"-performed installation. The Purchaser should return the Equipment in "Company" packaging and bear the cost of outbound carriage. "Company" will carry out and repair and bear the cost of return carriage to the Purchaser. The repaired unit will be shipped within a maximum of | *specify period* | working days from the receipt at the repair facility, or as otherwise specified and agreed in the Order.
- 7.2 Software Warranty. "Company" warrants that the licensed Software shall substantially conform to its user's manual, as it exists at the date of delivery, for ninety (90) days from the date of shipment.

8. PAYMENTS

- 8.1 Valid invoices (properly supported and certified) may be submitted to the Purchaser upon acceptance and payment will be made within 45 days from receipt of such invoices, unless otherwise agreed between "Company" and the Purchaser. The payment terms for Engineering Services shall be specified on each Task Order.
- 8.2 Payment of invoices shall be made to the address shown below:

COMPANY

Attn.:

For Electronic Funds Transfer:

Account Name:

Bank Name

Account Number:

ABA/SWIFT Number/Sort Code: |

9. SUPPLEMENTAL AGREEMENTS

- 9.1 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 Clause 19 of NCIA Basic Ordering Agreement, General Provisions.
- 9.2 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 finalised 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 can not 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.

10. MISCELLANEOUS

- 10.1 Failure by either Party to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision. In the event that any portion or provision of this Agreement shall be held unenforceable or one is declared void, the remaining portions and/or provisions of this Agreement shall remain in full force and effect.
- 10.2 "Company" may re-assign any Order under this Agreement to a third party after prior written approval by Purchaser, which will not be unreasonably withheld. "Company" or his legal successor shall always be responsible for his obligations under this Agreement and for actions of his assigned representatives.
- 10.3 "Company" may sub-contract its responsibilities in relation to this Agreement with the understanding that "Company" shall remain responsible for all obligations under this Agreement.
- 10.4 Purchaser shall have the right to take possession of and to use any partial delivery of an Order for Products and such possession or use shall not of itself constitute acceptance of the Products.
- 10.5 All formal communications as required and specified in the clauses of Part II of this Agreement shall be given by receipted personal delivery or by recorded delivery or registered post, with postage prepaid. The addresses

and nominated personnel of the Parties (until change of notice shall be given) shall be as follows:

Company:

Name:

Title:

Department:

Address:

Tel:

Fax:

e-mail: |

NCIA: Mr. Alain Courtois
Chief of Contracts- Principal Contracting Officer,
NATO C&I Agency
Boulevard Leopold III
B-1110 Brussels
Belgium
Tel: +32 2 707 8233
E-Mail: Alain.Courtois@ncia.nato.int

PART II - GENERAL PROVISIONS

1. NOTICE OF SHIPMENT

- 1.1 "Company" shall, as appropriate and prior to the delivery of any shipment, give notice of shipment to the Purchaser and to such other persons as may reasonably be designated by the Purchaser. Unless otherwise specified by the Purchaser, delivery will be made to the address specified in the country of purchase on Purchaser's Order. The scheduled delivery date shall be that date acknowledged by "Company". "Company" shall consider any date requested by the Purchaser.
- 1.2 The Notice of Shipment shall contain, as appropriate, the request for Customs Form 302, or equivalent document, which shall enable any carrier to effect duty free import/export clearance through customs for the Purchaser on behalf of NATO. The Form 302 is an official Customs Clearance Declaration issued in advance of shipment to provide certified information as to the import/export, or transit of NATO Member Nations.
- 1.3 The Notice of Shipment and request for Form 302 shall contain the following information, as appropriate:
- 1.3.1 Purchaser's Order Number;
 - 1.3.2 Order Item Number, Designation and Quantities;
 - 1.3.3 Destination;
 - 1.3.4 Number and Description of Packages (gross and net weight);
 - 1.3.5 Consignor's Name and Address;
 - 1.3.6 Consignee's Name and Address;
 - 1.3.7 Method of Shipment (i.e. road, rail, sea, air, etc.);
 - 1.3.8 Name and Address of Freight Forwarder.
- 1.4 Forwarding Agents, Carriers or other responsible organisations shall be informed by "Company" of the availability of FORM 302 and how the form should be utilised to avoid the payment of custom duties.

2. CONTRACTOR PERSONNEL WORKING AT PURCHASER'S FACILITIES

- 2.1 The term "Purchaser Facilities" as used in this clause shall be deemed to include sites, property, utilities, ships or vessels owned or controlled by NATO, NATO Bodies or NATO Member Nations or NATO Contractor and the term "Facility Representative" shall be deemed to refer to the authority designated by the Representative responsible for such site, property, utility, ship or vessel.

- 2.2 The Facility Representative shall provide such available administrative and technical facilities for "Company"'s personnel working at the Purchaser's Facilities for the purpose of the Agreement as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of work under this Agreement. These facilities may be provided at no cost at the discretion of the Facility Representative. "Company" shall be responsible for ascertaining what necessary facilities may be provided and whether they will be provided free of charge, or determining what charges are payable.
- 2.3 "Company" shall, except as otherwise provided for in the Agreement, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by "Company" or by his servants, agents or subcontractors, arising from his or their presence on Purchaser Facilities in connection with the Agreement; provided that this Condition shall not apply to the extent that "Company" is able to show that any such damage was not caused by "Company"'s neglect or default, or the neglect or default of "Company"'s servants, agents or subcontractors.
- 2.4 All property of "Company" while at a Purchaser Facility shall be at risk of "Company" and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

3. PURCHASER FURNISHED PROPERTY

- 3.1 The term "Purchaser Furnished Property" as used in this clause refers to items of equipment, material or property furnished by the Purchaser to "Company" which shall be subject to overhaul, repair, modification, test, embodiment or other work as specified in any Order under this Agreement to be performed by "Company".
- 3.2 The Purchaser shall deliver to "Company", for use only in connection with any Order under this Agreement, the property described in the schedule or specifications (hereinafter referred to as "Purchaser Furnished Property"), at the times and locations stated therein. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable "Company" to meet such delivery or performance dates the Purchaser shall, upon timely written request made by "Company", and if the facts warrant such action, equitably adjust any affected provision of the Order pursuant to the procedures of the "Changes" clause hereof.
- 3.3 In the event that Purchaser Furnished Property is received by "Company" in a condition not suitable for its intended use, "Company" shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request by "Company", equitably adjust any affected provision of the Order pursuant to the procedures of the "Changes" clause hereof.

- 3.4 Title to Purchaser Furnished Property shall remain in the Purchaser. "Company" shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice.
- 3.5 Unless otherwise provided in the Order, "Company", upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the Order.
- 3.6 Upon completion of the Order, or at such earlier dates as may be specified by the Purchaser, "Company" shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property not consumed in the performance of the Order or not theretofore returned to the Purchaser. "Company" shall prepare for shipment, deliver FOB origin, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Purchaser may direct.
- 3.7 "Company" shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Order.

4. INDEMNIFICATION

- 4.1 "Company" shall indemnify and hold the Purchaser harmless against claims for injury to "Company" employees, agents, or subcontractors, or damages to property of "Company" or others arising from "Company"'s possession or use of Purchaser Furnished Property or Facilities in the performance of work as specified in an Order; except to the extent that "Company" is able to show any such injury or damage was caused by Purchaser's wilful act or negligence.

5. TITLE AND RISK OF LOSS

- 5.1 Unless the Order specifically provides for earlier passage of title, title to supplies covered by the Order shall pass to the Purchaser upon acceptance as specified in the Order, regardless of when or where the Purchaser takes physical possession.
- 5.2 Unless the Order specifically provides otherwise, risk of loss or damage to supplies covered by this Agreement and any Order shall remain with "Company" until, and shall pass to the Purchaser upon:
- 5.2.1 delivery of supplies as specified in accordance with the Agreement; or
- 5.2.2 acceptance by the Purchaser or receipt of supplies by the Purchaser at the destination specified in the Order, whichever is the later.

5.3 Notwithstanding 5.2 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Order shall remain with "Company" until cure or acceptance, at which time 5.2 above shall apply.

5.4 Notwithstanding 5.2 above "Company" shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of the Purchaser acting within the scope of their employment under the terms and conditions of this Agreement.

6. TRANSFER REQUIREMENTS

6.1 "Company" shall not give, bargain, sell, assign, sub-let or otherwise dispose of any order under this Agreement or any part thereof or the benefit or advantage of the Order or any part thereof without the previous consent in writing of the Purchaser.

7. INSPECTION, ACCEPTANCE AND REJECTION

7.1 Unless otherwise specifically provided for in the Order, all equipment, materials and supplies incorporated in the work covered by this Agreement are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Agreement. All workmanship shall be as required under the Order or, if not specified, best commercial (National and International) standard.

7.2 All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products, data including software and firmware) and services may be subject to inspection and test by the Purchaser, or his authorised representative to the extent practicable at all times and places prior to acceptance, including the period of manufacture, or after delivery, or as otherwise specified in the Order. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.

7.3 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Order shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with the clause of this Agreement entitled "Changes".

7.4 The presence or absence of an NQAR or other Purchaser representative shall not relieve "Company" from any of the requirements of this Agreement.

7.5 In the event that any supplies, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of the order, including any characteristic or condition which is or becomes at variance to the performance specifications and to the intended function of the supplies, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or

replacement. Supplies, or lots thereof or services which have been rejected or required to be corrected or replaced shall, at the expense of "Company", be removed, or, if permitted or required by the Contracting Authority, corrected in place by "Company" promptly after notice, and shall not thereafter be tendered for acceptance by "Company" unless the former rejection or requirement of correction or replacement is disclosed. If "Company" fails promptly to remove, replace or correct such supplies or lots thereof, or services, the Purchaser either:

- 7.5.1 may by Order or otherwise return, replace or correct such supplies or services and charge "Company" the cost incurred by the Purchaser, or
- 7.5.2 may terminate this Agreement for default as provided in the clause of this Agreement entitled "Termination for Default".
- 7.6 Unless "Company" corrects or replaces such supplies or services within the delivery schedule, the Purchaser may require the delivery of such supplies or services at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes".
- 7.7 If any inspection or test is made by the Purchaser's representatives on the premises of "Company" or sub-contractor, "Company", without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of "Company"'s or his sub-contractor's premises where any part of the contractual work is being performed. If Purchaser inspection or test is made at a point other than the premises of "Company" or sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Agreement; provided that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the work. The Purchaser reserves the right to charge to "Company" any additional cost of Purchaser inspection and test when supplies or services are not ready at the time such inspection and test is requested by "Company" or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies or services shall be made as promptly as practicable after delivery, except as otherwise provided in the Order, but failure to inspect and accept or reject supplies or services shall neither relieve "Company" from responsibility for such supplies or services as are not in accordance with the Order requirements nor impose liability on the Purchaser thereof.
- 7.8 The inspection and test by the Purchaser of any supplies or lots thereof, or services does not relieve "Company" from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in the Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

- 7.9 Acceptance of supplies or services shall take place when the Purchaser confirms acceptance of the supplies or services in accordance with the procedure specified in the Order, or if none is so specified then the Purchaser shall be deemed to have accepted the supplies or services without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 7.9.1 The Purchaser has taken the supplies or services into use;
- 7.9.2 The Purchaser has not exercised its right of rejection of the supplies or services within any period specified for that purpose in the Order;
- 7.9.3 There being no period of exercising the right of rejection specified in the Order, a reasonable time, all the circumstances having been taken into account, has elapsed since delivery of the supplies or services was effected in accordance with the Order.
- 7.10 Unless otherwise specified in this Agreement, "Company" shall have or establish, implement and maintain an effective and economical quality control system, planned and developed in conjunction with other contractor functions necessary to satisfy the contract requirement. The system shall be acceptable to the Purchaser and its authorised representatives. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality, and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by "Company" shall be kept complete and available to the Purchaser's representatives during the performance of any Order under this Agreement and for such longer periods as may be specified elsewhere in the Order.
- 7.11 Product acceptance shall be accomplished by using test procedures and/or programs established by "Company" which are applicable to the Products, unless otherwise agreed in writing by the Purchaser and "Company". Such acceptance shall be at the time of completion of final tests at "Company"'s facilities, except as otherwise specified below. If Purchaser has conveyed in writing its intention to witness final tests in the Order, "Company" will give Purchaser prior notice of the date of such tests. Purchaser shall be responsible for any charges that may be associated with witnessing said tests. If installation by "Company" is included in the purchase price, acceptance will be at any installation site specified by the Purchaser, when "Company" demonstrates that the applicable diagnostic and/or verification programs work properly. If "Company"'s demonstration of the programs at the installation site is delayed for more than fifteen (15) calendar days, except due to the fault of "Company", the Products will be deemed accepted.

8. PREFERRED CUSTOMER

- 8.1 "Company" warrants that the prices set forth in this Agreement, and appendices thereto, are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or parts covered by the Agreement under similar conditions. In the event that prior to complete delivery under this Agreement "Company" offers any of such items in substantially similar quantities under similar conditions to any customer at prices lower than those set forth herein, "Company" shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Agreement. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

9. PRICE FIXING

- 9.1 Offers for sole source procurement, changes, modifications, and claims in excess of \$500,000 shall be priced in accordance with this provision and the Purchaser's Pricing Principles as set out in Appendix 1 to this provision, or the National Government Pricing Rules and Regulations for "Company"'s own country where in force.
- 9.2 This provision shall also apply to follow-on contracts of any nature including maintenance and supply of spare parts which exceed \$500,000. Should such contracts be placed by NATO, NATO Bodies or Governmental Agencies of NATO Member Nations, such organisations shall be entitled to all rights, powers and privileges that the Purchaser has under this Agreement.
- 9.3 To the extent the product proposed is a Commercial Off The Shelf (COTS) or COTS derivative item which has been sold to the general public or which is being developed for sale to the general public, including services normally provided for maintenance and installation, and consistent with, for example, the Rules of the Federal Acquisition Regulation (FAR), said items will be defined as "COMMERCIAL" and shall not be subject to paragraphs 9.4 or 9.5.
- 9.3.1 For the purposes of verifying that cost or pricing data submitted in conjunction with paragraphs 9.1 and 9.2 above are accurate, complete and current, the Purchaser shall, until the expiration of three (3) years from the date of final payment of all sums due under the Agreement, have the right of access to "Company"'s facilities to examine those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted along with the computations and projections used therein which were available to "Company" as of the date of "Company"'s price proposal.
- 9.4 "Company", when the price exceeds \$500,000, and subject to paragraph 9.3 above, shall require its Subcontractors to provide to the Purchaser, either directly or indirectly:
- 9.4.1 cost or pricing data or substantiation of commercial product status;

- 9.4.2 access to Subcontractor's facilities and records by the National Audit Agency for the purpose of verification of such cost or pricing data; and
- 9.4.3 a Certificate of Current Cost or Pricing Data when required.
- 9.5 Price Reduction for Defective Cost or Pricing Data.
 - 9.5.1 If any price, including profit or fee, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because:
 - 9.5.1.1 "Company" furnished cost or pricing data which was not complete, accurate and current as certified in "Company"'s Certificate of Current Cost or Pricing Data provided in accordance with paragraph 9.6 below.
 - 9.5.1.2 A Subcontractor, pursuant to paragraph 9.4 above or any subcontract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data.
 - 9.5.1.3 A Subcontractor or prospective Subcontractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Subcontract cost estimate furnished by "Company" but which was not complete, accurate and current as of the date certified in "Company"'s Certificate of Current Cost or Pricing Data; or
 - 9.5.1.4 "Company" or a Sub-contractor or prospective Subcontractor furnished any data, not within paragraphs 9.5.1.1, 9.5.1.2 or 9.5.1.3 above, which was not accurate as submitted
 - 9.5.2 Then the price or cost shall be reduced accordingly and the Order shall be modified in writing as may be necessary to reflect such reductions.
- 9.6 Certificate of Current Cost or Pricing Data.
 - 9.6.1 At the time of negotiating any price, including profit or fee, "Company" shall be required to submit a Certificate of Current Cost or Pricing Data as required by paragraph 9.4.3.
 - 9.6.2 Such Certificate will certify that, to the best of "Company"'s knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 9.6.3 All such certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company.

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of _____ are accurate, complete and current as of _____.
day month year

Firm _____
Name _____

Title _____

Date of Execution

- 9.7 "Company" shall insert the substance of this Clause in each Subcontract where applicable.

10. TAXES AND DUTIES

- 10.1 NATO, NATO Bodies and certain other Eligible Purchasers are exempt from all taxes and all customs duties on Products and Services imported or exported hereunder. "Company" therefore, certifies that the prices stipulated under this Agreement do not include amounts to cover such taxes or customs duties. "Company" shall be responsible for determining whether such exemptions apply for other Eligible Purchasers, as defined under paragraphs 3.1.3, 3.1.4 and 3.2 of Part I, Special Provisions above.
- 10.2 In cases where taxes and duties are levied, "Company" should seek reimbursement directly from the authorities concerned in compliance with the applicable procedures. The Purchaser shall provide reasonable assistance in claiming reimbursement.
- 10.3 In the event that reimbursement is not made by the authorities concerned, and providing that "Company" has complied with applicable procedures, Purchaser shall reimburse the full amount of the payments upon receipt of "Company"'s invoice indicating such tax or duty as a separate item or cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced.
- 10.4 Following payment by the Purchaser of the taxes and/or duties pursuant to paragraph 10.3 above, should "Company" receive a rebate of any amount paid by Purchaser, "Company" shall immediately notify Purchaser, and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. "Company" shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.

11. INVOICES

- 11.1 Invoices shall be prepared and submitted by "Company" in a manner as agreed with Purchaser and shall contain: BOA number, Order number (if any), description of Products, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available). Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- 11.2 In addition, where applicable and on request by Purchaser, documentary evidence of acceptance (as defined in the Agreement) shall be submitted together with each invoice.
- 11.3 All invoices shall be addressed to the designated authority specified by Purchaser.

12. CHANGES

- 12.1 The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Order, in any one or more of the following:
 - 12.1.1 Specifications (including drawings and designs) except to Commercial Products;
 - 12.1.2 Method and manner of performance of the work;
 - 12.1.3 Marking, method of shipment and packing;
 - 12.1.4 Time and place of delivery; and
 - 12.1.5 Purchaser Furnished Property and Facilities (including Equipment, materials, services or sites).
- 12.2 Any other written or oral order (which, as used in this paragraph 12.2, includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a change order under this clause, provided, that "Company" gives the Purchaser written notice within thirty (30) days after receipt of such change order stating:
 - 12.2.1 the date, circumstances, and source of the order and
 - 12.2.2 that "Company" regards the order as a change order, and that the order is accepted in writing by the Purchaser as a change order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 12.3 Except as provided in this clause, no order, statement, or conduct of the Purchaser shall be treated as a change order under this clause or entitle "Company" to an equitable adjustment.

12.4 If any such change order causes an increase or decrease in "Company"'s cost of, or the time required for the performance of any part of the work under the Order, whether or not changed by any such order, the Purchaser shall make an equitable adjustment and modify the Order in writing accordingly. However, except for a "proposal for adjustment" (hereafter referred to as "proposal") based on defective specifications, no proposal for any change under paragraph 12.2 above shall be allowed for any costs incurred more than thirty (30) days before "Company" gives written notice as required. In the case of defective specifications for which the Purchaser is responsible, the equitable adjustment shall include any increased cost reasonably incurred by "Company" in attempting to comply with the defective specifications. Where the cost of property made obsolete or excess as a result of a change is included in the "Company"'s claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes." However, nothing in this clause shall excuse "Company" from proceeding with the Order as changed.

12.5 "Company" must submit any proposal under this clause within thirty (30) days after

12.5.1 receipt of a written change order under paragraph 12.1 above or

12.5.2 the furnishing of a written notice under paragraph 12.2, by submitting to the Purchaser a written statement describing the general nature and amount of the proposal, unless this period is extended by the Purchaser. The statement of proposal for adjustment may be included in the notice under paragraph 12.2 above.

12.6 No proposal by "Company" for an equitable adjustment shall be allowed if asserted after final payment and acceptance under the Order.

13. PURCHASER DELAY OF WORK

13.1 If the performance of all or any part of the work is delayed or interrupted by an act of the Purchaser in the administration of the Order, which act is not expressly or implicitly authorised by the Order, or by his failure to act within the time specified in the Order (or within a reasonable time if not time is specified), an adjustment shall be made for any increase in the cost of performance of the Order caused by such a delay or interruption and the Order modified in writing accordingly. Adjustments shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption:

13.1.1 to the extent that performance would have been delayed or interrupted by any other clause, including the fault or negligence of "Company"; or

13.1.2 for which an adjustment is provided under any other provision of this Agreement.

13.2 No claim under this clause shall be allowed:

- 13.2.1 for any costs incurred more than twenty (20) days before "Company" shall have notified the Purchaser in writing of the act or failure to act involved; and
- 13.2.2 unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Order.

14. STOP WORK ORDER

- 14.1 The Purchaser may, at any time, by written order to "Company", require "Company" to stop all, or any part, of the work called for by the Order for a period of ninety (90) days after the order is delivered to "Company", and for any further period to which the Parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, "Company" shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to "Company", or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
 - 14.1.1 cancel the stop work order, or
 - 14.1.2 terminate the work covered by such order in accordance with paragraph 20,
- TERMINATION FOR CONVENIENCE OF THE PURCHASER.**
- 14.2 If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, "Company" shall resume work. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Order shall be modified in writing accordingly, if:
 - 14.2.1 the stop work order results in an increase in the time required for, or in "Company"'s cost properly allocable to, the performance of any part of the Order, and
 - 14.2.2 "Company" asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under any Order.
 - 14.3 If a stop order is not cancelled and the work covered by such order is terminated for the convenience of the Purchaser, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

15. ORDER OF PRECEDENCE

- 15.1 In the case of any inconsistencies herein, the order of precedence of the contractual documents is as follows:
 - 15.1.1 the Special Provisions
 - 15.1.2 the General Provisions
 - 15.1.3 Exhibits and Appendices,
- 15.2 Except where inconsistency between the terms of this Agreement and those contained in any Order have been expressly agreed between the Purchaser and "Company", the terms of this Agreement shall take precedence.

16. APPLICABLE LAW

- 16.1 This Agreement and each subsequent Order under this Agreement between NCIA and "Company" shall be governed by and construed in accordance with the private contract law of the Kingdom of Belgium. Orders signed between "Company" and any other Purchaser under this Agreement shall be governed by the laws applicable to the country of the Purchaser, unless otherwise agreed between the Purchaser and "Company".

17. DISPUTES AND ARBITRATION

- 17.1 In the event of a dispute under this Agreement or any Order issued hereunder, the Parties shall attempt to settle their difference in an amicable manner. However, in the event that a settlement cannot be made under this Agreement within a reasonable period of time, the Parties agree to institute arbitration proceedings in the manner provided in the following Arbitration provision and such disputes shall finally be settled thereby, unless otherwise agreed between the Purchaser and "Company".
 - 17.1.1 "Company" agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which "Company" had beforehand identified and submitted to the Purchaser for decision. The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Purchaser.
 - 17.1.2 The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty days from the date of receipt of this letter, the parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by "Company" and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be

made, within twenty-one days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

- 17.1.3 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 17.1.4 Any arbitrator must be of the nationality of any one of the NATO Member Nations and shall be bound by the rules of security in force within NATO.
- 17.1.5 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the NATO Member Nations, be bound by the rules of security in force within NATO; if he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 17.1.6 An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 17.1.2 above.
- 17.1.7 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Agreement.
- 17.1.8 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.
- 17.2 The place of arbitration shall be Brussels, Belgium, in the case of dispute under this Agreement or under any subsequent Order between "Company" and NCIA, and shall be the country of the Purchaser in the case of a dispute between "Company" and any other Purchaser, unless otherwise agreed between the Purchaser and "Company".

18. DELAYS IN DELIVERY

- 18.1 "Company" agrees to notify Purchaser in the event that it anticipates difficulty in meeting delivery schedule. Receipt of such notice shall not be deemed to be a waiver by Purchaser of rights or remedies which it may have for failure to meet an agreed delivery date. Notwithstanding the above "Company" shall be deemed to be in delay without notice from the Purchaser and only by simple expiry of the due delivery date.

19. TERMINATION FOR DEFAULT

- 19.1 The Purchaser may, subject to the provisions of paragraph 19.3 below, by written notice of default to "Company", terminate the whole or any part of an Order in any one of the following circumstances:
 - 19.1.1 if "Company" fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

- 19.1.2 if "Company" fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of an Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure.
- 19.2 In the event the Purchaser terminates an Order in whole or in part, as provided in paragraph 19.1 of this clause, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, supplies or services similar to those so terminated, and "Company" shall be liable to the Purchaser for any excess costs for such similar supplies or services. However, "Company" shall continue the performance of an Order to the extent not terminated under the provisions of this clause.
- 19.3 Except with respect to defaults of sub-contractors, "Company" shall not be liable for any excess costs if the failure to perform the Order arises out of causes beyond the control and without the fault or negligence of "Company". Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Purchaser in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of "Company". If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both "Company" and sub-contractor, without the fault or negligence of either of them, "Company" shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit "Company" to meet the required delivery schedule.
- 19.4 If an Order is terminated as provided in paragraph 19.1 of this clause, the Purchaser, in addition to any other rights provided in this clause, may require "Company" to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:
- 19.4.1 any completed supplies, and
- 19.4.2 such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as "Company" has specifically produced or specifically acquired for the performance of such part of an Order as has been terminated;

and "Company" shall, upon direction of the Purchaser, protect and preserve property in the possession of "Company" in which the Purchaser has an interest. Payment for completed supplies delivered to and accepted by the Purchaser shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by "Company" and Purchaser. Failure to agree to such amount shall be a dispute within the meaning of the clause of this agreement entitled "Disputes and Arbitration". The Purchaser may withhold from amounts otherwise due to "Company" for

such completed supplies or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.

- 19.5 If, after notice of termination of an Order under the provisions of this clause, it is determined for any reason that "Company" was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the Parties, shall be the same as if the notice of termination had been issued pursuant to a clause providing for termination of convenience of the Purchaser. If after such notice of termination of an Order under the provisions of this clause, it is determined for any reason that "Company" was not in default under the provisions of this clause and if the Order does not contain a clause providing for termination for convenience of the Purchaser the Order shall be equitably adjusted to compensate for such termination and the Order modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes".
- 19.6 The rights and remedies of the Purchaser provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement or any Order issued under the present BOA.

20. TERMINATION FOR CONVENIENCE OF THE PURCHASER

- 20.1 The performance of work under an Order may be terminated by the Purchaser in accordance with this clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser. Any such termination shall be effected by delivery to "Company" of a Notice of Termination specifying the extent to which performance of work under an Order is terminated, and the date upon which such termination becomes effective.
- 20.2 After receipt of a Notice of Termination and except as otherwise directed by the Purchaser, "Company" shall:
- (i) stop work under the Order on the date and to the extent specified in the Notice of Termination;
 - (ii) place no further orders or sub-contracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Order as is not terminated;
 - (iii) terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (iv) assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of "Company" under the orders and sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;

- (v) settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- (vi) transfer title and deliver to the Purchaser in the manner at the times, and to the extent, if any, directed by the Purchaser:
 - a. the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and
 - b. the completed or partially completed plans, drawings, information, and other property which, if the Order had been completed, would have been required to be furnished to the Purchaser;
- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Purchaser, any property of the types referred to in (vi) above. However, "Company":
 - a. shall not be required to extend credit to any Buyer; and,
 - b. may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to "Company" under an Order or shall otherwise be credited to the price or cost of the work covered by an Order or paid in such manner as the Purchaser may direct;
- (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (ix) take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to an Order which is in the possession of "Company" and in which the Purchaser has or may acquire an interest.

20.3 "Company" may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- 20.4 After receipt of a Notice of Termination, "Company" shall submit to the Purchaser his termination claim, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Purchaser, upon request of "Company" made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of "Company" to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to "Company" by reason of the termination and shall thereupon pay to "Company" the amount so determined.
- 20.5 Subject to the provisions of paragraph 20.2 "Company" and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to "Company" by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of the work not terminated. The Order shall be amended accordingly and "Company" shall be paid the amount agreed. Nothing in paragraph 20.6 of this clause, prescribing the amount to be paid to "Company" in the event of failure of "Company" and the Purchaser to agree upon the whole amount to be paid to "Company" by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to "Company" pursuant to this paragraph 20.5.
- 20.6 In the event of the failure of "Company" and the Purchaser to agree as provided in paragraph 20.5 upon the whole amount to be paid to "Company" by reason of the termination of work pursuant to this clause, the Purchaser shall pay to "Company" the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with paragraph 20.5:
- (i) for completed supplies accepted by the Purchaser (or sold or acquired as provided in paragraph 20.2 (vii) above) and not therefore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the Order, appropriately adjusted for any saving of freight or other charges;
 - (ii) the total of:
 - a. the costs incurred in the performance of the work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph 20.6 (i) hereof;

- b. the cost of settling and paying claims arising out of the termination of work under sub-contracts or orders, as provided in paragraph 20.2 (v) above, which are properly chargeable to the terminated portion of the Order, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by sub-contractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under a. above; and
 - c. a sum, as profit on a. above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears "Company" would have sustained a loss on the entire Order, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Order and for the termination and settlement of sub-contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to the Order.
- 20.7 The total sum to be paid to "Company" under (i) and (ii) of paragraph 20.6 shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to "Company", as provided in paragraph 20.6 (i) and (ii)(a) above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser or to a buyer pursuant to paragraph 20.2 (vii) above.
- 20.8 "Company" shall have the right of appeal, under the clause of this Agreement entitled "Disputes", from any determination made by the Purchaser under paragraphs 20.4 or 20.6 above, except that if "Company" has failed to submit his claim within the time provided in paragraph 20.4 above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Purchaser has made a determination of the amount due under paragraphs 20.4 or 20.6 above, the Purchaser shall pay "Company" the following:
- (i) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or
 - (ii) if an appeal has been taken, the amount finally determined on such appeal.
- 20.9 In arriving at the amount due to "Company" under this clause there shall be deducted:

- (i) all unliquidated advance or other payments on account theretofore made to "Company", applicable to the termination portion of the Order;
- (ii) any claim which the Purchaser may have against "Company" in connection with the Order, and
- (iii) the agreed price for, or the proceeds of the sale of, any materials, supplies, or other things acquired by "Company" or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Purchaser.

20.10 If the termination hereunder is partial, prior to the settlement of the terminated portion of the Order, "Company" may file with the Purchaser a request in writing for an equitable adjustment of the price or prices specified in the Order relating to the continued portion of the Order (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

20.11 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by "Company" in connection with the terminated portion of an Order whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which "Company" will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by "Company" to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum as notified by the Banque Nationale de Belgique or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by "Company" to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in "Company"'s claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

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

21. SUB-CONTRACTS

- 21.1 “Company” shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of the Order in full.
- 21.2 “Company” shall not place sub-contracts outside the NATO member Nations unless the prior authorisation of the Purchaser has been obtained. Such authorisation will not be granted when the sub-contract involves the carrying out of classified work.
- 21.3 “Company” shall determine that any sub-contractor proposed by him for the furnishing of supplies or services which will involve access to classified information in “Company”'s custody has been granted an appropriate facility security clearance by the sub-contractor's national authorities, which is still in effect, prior to being given access to such classified information.
- 21.4 “Company” shall seek the approval in writing of the Purchaser prior to the placing of any sub-contract if:-
 - 21.4.1 the value of the sub-contract is known or estimated to exceed € 125,000, or the equivalent currency;
 - 21.4.2 the sub-contract is one of a number of sub-contracts with a single sub-contractor for the same or related supplies or services under the Order that in the aggregate are known or expected to exceed € 125,000.
- 21.5 “Company” shall submit a copy of any such proposed contract when seeking approval to the Purchaser but such approval by the Purchaser shall in no way relieve “Company” of his responsibilities to achieve the contractual and technical requirements of the Order.
- 21.6 “Company” shall, as far as practicable, select sub-contractors on a competitive basis consistent with the objectives and requirements of the Order.

22. PATENT AND COPYRIGHT INDEMNIFICATION

- 22.1 Except as otherwise provided in this Agreement, "Company" 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. "Company" shall be responsible for obtaining any patent or copyright licences necessary for the performance of an Order and of remaking all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries.
- 22.2 "Company" shall immediately notify the Purchaser of any patent or copyright infringement claims of which he has knowledge and which pertain to the goods and services under this Agreement.

- 22.3 This indemnity shall not apply under the following circumstances:
- 22.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;
- 22.3.2 An infringement resulting from specific written instructions from the Purchaser under this Agreement;
- 22.3.3 An infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Agreement.

23. CLAIMS

- 23.1 "Company" shall assert claims in writing and by registered mail, and in accordance with the terms set out below:
- 23.2 Claims shall be submitted within:
- 23.2.1 the time specified in the Clause or Article under which "Company" alleges to have a claim. If no time is specified in the clause or Article under which "Company" intends to base its claim, the time limit shall be forty-five (45) days from the date "Company" has knowledge or should have had knowledge of the facts on which it bases its claim;
- 23.2.2 three (3) months after final payment, release of guarantees or performance bond provided under the Order, whichever occurs last. This shall only apply to those claims for which "Company" could not have had earlier knowledge and were not foreseeable.
- 23.3 "Company" shall be foreclosed unless it presents complete documentary evidence, justification and cost for each of its claims within three months from the assertion date of such claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from "Company"'s books and records). Opinions, conclusions or judgmental assertions not supported by such evidence shall be rejected.
- 23.3.1 An individual breakdown of cost is required for each element of "Company"'s claims at the time of claim submission or for any material revision of the claim.
- 23.4 "Company" shall present, at the time of submission of a claim, an attestation as follows:
- "I the responsible senior company official authorised to commit the with respect to its claims dated being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable."

SIGNATURE

- 23.5 Failure to comply with any of the above requirements shall result in automatic forfeiture of the claim. This foreclosure takes effect in all cases and also where, for example, the claim is based on additional orders, where the facts are known to the Purchaser, where the claim is based on defective specifications of the Purchaser or an alleged negligence in the precontractual stage.
- 23.6 No claim arising under this Agreement may be assigned by "Company" without prior approval of the Purchaser.

24. RELEASE OF CLAIMS

- 24.1 Prior to final payment under this Agreement, "Company" and each assignee under this Agreement shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Agreement subject only to the following exceptions:
- 24.1.1 Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by "Company";
- 24.1.2 Claims for reimbursement of costs (other than expenses of "Company" by reason of its indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by "Company" under the provisions of this Agreement relating to patents.
- 24.1.3 An infringement resulting from specific written instructions from the Purchaser under the Order.
- 24.1.4 An infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under the Order.

25. EXTRAS

- 25.1 Except as otherwise provided in an Order, no payment for extras shall be made unless such extras and the price therefore have been authorised in writing by the Purchaser.

26. LANGUAGE

- 26.1 In the event of any inconsistency between the original English text of this Agreement and any translation into another language, the original English text will govern.
- 26.2 All written correspondence and reports provided by and to "Company" shall be, as a minimum, in English.

27. SECURITY

- 27.1 "Company" shall comply with all security measures as are prescribed by the Purchaser and the National Security Authority or designated Security Agency of each of the NATO Member Nations in which the Agreement is being

performed. "Company" shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of an Order.

- 27.2 In particular "Company" undertakes to:
- 27.2.1 appoint an official responsible for supervising and directing security measures in relation to the Order and communicating details of such measures to the Purchaser on request;
 - 27.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the National Security Authority or designated Security Agency charged with ensuring that all NATO or National classified information involved in the Order is properly safeguarded;
 - 27.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the National Security Authority or designated Security Agency, any classified documents, plans, photographs or other classified material entrusted to "Company";
 - 27.2.4 furnish, on request, information to the National Security Authority or designated Security Agency pertaining to all persons who will be required to have access to NATO or National classified information;
 - 27.2.5 maintain at the work site a current record of its employees at the site who have been cleared for access to NATO or National classified information. The record should show the date and level of clearance;
 - 27.2.6 deny access to NATO or National classified information to any person other than those persons authorised to have such access by the National Security Authority or designated Security Agency;
 - 27.2.7 limit the dissemination of NATO or National classified information to the smallest number of persons as is consistent with the proper execution of the Order;
 - 27.2.8 comply with any request from the National Security Authority or designated Security Agency that persons entrusted with NATO or National classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO Member Nations in which they may have access to classified information;
 - 27.2.9 report to the National Security Authority or designated Security Agency any breaches or suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the National Security Authority or designated Security Agency, e.g. reports on the holdings of NATO or National classified information;

- 27.2.10 apply to the Purchaser for approval before subcontracting any part of the work, if the subcontract would involve the subcontractor in access to NATO or National classified information, and to place the subcontractor under appropriate security obligations no less stringent than those applied to its own contract;
- 27.2.11 undertake not to utilise, other than for the specific purpose of the Order, without the prior written permission of the Purchaser or its authorised representative, any NATO or National classified information furnished to him, including all reproductions thereof in connection with the Order, and to return all NATO or National classified information referred to above as well as that developed in connection with the Order, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO or National classified information will be returned at such time as the Purchaser or its authorised representative may direct;
- 27.2.12 classify any produced document with the highest classification of the NATO or National classified information disclosed in that document.

28. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

29. RELEASE OF INFORMATION

- 29.1 Except as otherwise specified elsewhere in the Order, and to the extent that it is demonstratively unavoidable and without prejudice to the "Security" Clause, "Company" or its employees shall not, without prior authorisation from the Purchaser, release any information pertaining to the Order, its subject matter, performance thereunder or any other aspect thereof.

30. FORCE MAJEURE

- 30.1 If the performance of this Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labour disputes, war or other violence, including acts of terrorism, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act, event or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of

non-performance and shall resume performance hereunder with dispatch whenever such causes are removed.

31. RIGHTS IN TECHNICAL DATA

- 31.1 Subject to the rights of third parties and to existing rights of "Company" arising otherwise than by virtue of the Order, and with due regard to national security regulations, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of the Order, including any technical data specifications, report, drawings, computer software data, computer programmes, 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 shall be the sole and exclusive property of the Purchaser.

32. COMPANY'S RESPONSIBILITY ON ACCURACY OF THE COMPANY'S DATA

- 32.1 In case of change of any nature in "Company"s data including, but not limited to change(s) in name, ownership, address, and other changes of similar nature, "Company" is obliged to inform NCIA about the change(s) at the earliest possible moment that "Company" becomes aware of the change(s).
- 32.2 Information about all changes shall be presented in the form of official registered letter, addressed to NCIA Point Of Contact (POC), indicated in Clause 10 - Miscellaneous of the Part I - Special Provisions of the BOA.
- 32.3 In case if NCIA becomes aware of the change(s) described in para 1 above from any other source than official registered letter received from the "Company", NCIA reserves the right to suspend "Company"s BOA immediately after NCIA becomes aware of the change(s) and until the issue is fully clarified.

APPENDIX 1 TO PART II - PURCHASER'S PRICING PRINCIPLES

The following principles shall apply to all contracts not awarded on the basis of an adequate price competition as well as to all contract modifications.

"Company" shall also incorporate provisions corresponding to those mentioned herein in all subcontracts, and shall require price and cost analysis provisions be included therein.

A. Allowability of Costs

- (1) Allowable Cost

A cost is allowable if the following conditions are fulfilled:

- (a) it is incurred specifically for the Agreement or benefits both the Agreement and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;
- (b) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (c) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.

(2) Partially allowable cost

The following cost items are examples of costs which are normally partially allowable only as indirect costs within the limitations described below provided that such costs are reasonable in nature and amount and are allocated as indirect costs to all work of "Company".

- (a) Advertising costs.
- (b) Contributions.
- (c) Bonuses paid pursuant to an agreement entered into before the Order was made or pursuant to a plan established and consistently followed before the Order was concluded.
- (d) Depreciation of plant equipment or other capital assets.
- (e) Costs of normal maintenance and repair of plant, equipment and other capital assets.
- (f) The costs of general research and development work which are not chargeable directly to an Order and which are not aimed at the preparation or development of a specific product.
- (g) Travel costs, except those which, according to the terms of the Order, are to be charged directly to it.
- (h) Pre-contract cost (cost prior to the effective date stated in the Order) in anticipation of the award of the Order or pursuant to its negotiation.

(3) Unallowable costs

In general all costs which cannot be shown by "Company" to be directly or indirectly of benefit to the Order under this Agreement are totally unallowable. Examples of such costs are:

- (a) Costs of a particular advertising campaign without prior agreement of the Purchaser or which has no connection with the Order under this Agreement.
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts.
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.
- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

B. Cost Groupings

- (1) In estimating or calculating the costs of the supplies to be furnished and the services to be performed under the Order, "Company" shall distinguish the following cost groupings:

- (a) Direct Costs

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

- (b) Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost.

- (2) "Company" shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Order.

C. Overhead Rates

- (1) Indirect costs, which as a rule are to be allocated to all work of "Company", shall be accumulated by logical cost groupings in accordance with sound accounting principles and "Company"'s established practices. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.
- (2) "Company" shall inform the Purchaser of its overhead rates and the basis upon which they were computed.
- (3) The term "provisional overhead rate" means a tentative overhead rate established for interim billing purposes pending negotiation and agreement to the final overhead rate.
- (4) An overhead rate is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An overhead rate is post-determined if it is fixed after a certain period and based on costs actually incurred during this period.

Pre-determined overhead rates shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph (3) above shall apply pending agreement to post-determined rates.

- (5) Such rates shall be determined on the basis of "Company"'s properly supported actual cost experience.
- (6) If the overhead rates of "Company" for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by "Company"'s Government and "Company" proposes the application of these rates, "Company" shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If "Company" proposes rates which vary from the rates mentioned above, "Company" shall furthermore provide a justification for the difference.
- (7) If the overhead rates of "Company" for similar contracts placed by national or international public services have not been established or approved by a government agency or an agency accepted by "Company"'s government, "Company" shall provide the necessary data to support the proposed rates.

EXHIBIT A - ORDERING INFORMATION

A ORDERING INFORMATION REQUIRED:

All orders submitted under this Agreement shall contain, as applicable, the following information:

- a. Reference to the BOA.
- b. Identification and details of the Purchaser.
- c. Any special Terms and Conditions applicable to the Order (e.g. Payment, Warranty, etc.)
- d. Description of the Products to be delivered and/or of the Engineering Services to be performed (including labour categories, labour rates, people's names).
- e. Specification of the Requested Products Delivery Schedule and/or of the Engineering Services Period of Performance.
- f. Specification of the Products Delivery Location and/or of the Engineering Services Place of Performance.
- g. Shipping instructions.
- h. Security requirements.
- i. Completion of "Non-Transfer and Use Certificate" (e.g. DSP 83), Export License or equivalent, as applicable.
- j. Testing and Acceptance criteria and provisions.

**EXHIBIT B - AUTHORISATION TO USE BOA BY NATO
CONTRACTORS**

Attn.: ‘Company’* Manager of Contracts

Subject: Order under NCIA/BOA/.....‘Company’* is hereby authorised to procure under Order No. (....), in accordance with NCIA Basic Ordering Agreement (NCIA/BOA/.....). Each Order placed shall quote the above-mentioned BOA, the appropriate Order Number and shall state:

“This Order is placed under NCIA/BOA/..... ‘Company’* hereby agrees that the terms and conditions contained in the NCIA/BOA/..... shall govern the purchase/license of Products and/or Engineering Services covered by this Order, unless otherwise agreed between the Parties to this Order. ‘Company’* places this Order under written authorisation from [Name of Eligible Purchaser]. The Products and/or Engineering Services covered by the Order will be directly utilised by [Name of Eligible Purchaser].”

A copy of this authorisation will be sent to “Company”.
NCIA shall not be liable in any form for any Order issued and concluded between Purchaser, other than by NCIA itself, and ‘Company’*.

EXHIBIT C - PRODUCTS AND SERVICES

To be completed by the Company

Part I - a) Short Company Description

Part I - b) List and Short Description of offered Products and/or
Services

RFQ-CO-115653-ITM-R

WIRELESS CONNECTIVITY FOR NATO SITES



**BOOK II - PART IV
STATEMENT OF WORK (SOW)**

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SECTION 1 INTRODUCTION

1.1. Background

The former ITM WP1 project was initiated to deliver a new WLAN network at Wave 1 sites. However, due to unforeseen interruption of project provider activities, physical installation to support WLAN was only partially completed, and configuration never addressed.

The purpose of the new ITM Remediation Phase 4 project is to complete these WLAN infrastructures in order to provide required WLAN capacity on Wave 1 sites.

The requirement is to update Cisco Prime Infrastructure wireless management tool to survey signal after installation and support activities for Cisco ISE deployment.

1.2. Objectives

1.2.1. Perform active/passive site survey, recommend and document wireless environment that is implemented at the following Wave 1 sites:

1. SHAPE, Mons, Belgium
2. JFC Naples, Lago Patria, Italy
3. HQ SACT, Norfolk, USA
4. HQ MARCOM, Northwood, UK
5. HQ LANDCOM, Izmir, Turkey
6. AGS, Sigonella, Italy

SECTION 2 SCOPE OF WORK

2.1. General

The Contractor shall perform signal wireless surveys (as specified herein) and provide the outcomes; update Cisco Prime Infrastructure software; populate wireless and network management tools with new recently installed wireless infrastructure on sites; provide consultation on Cisco ISE architecture and configuration; provide consultation from wireless/security accredited specialists.

2.2. WLAN Infrastructure in scope

Switches and WAPs are already physically installed and cabled at the six sites listed in paragraph 1.2.1. The devices are allocated according to the following table:

Function	Device	Mons	Lago Patria	Norfolk	Northwood	Izmir	Sigonella	Total
WAP	Cisco 2802i WAP	304	538	128	63	283	40	1356
PoE+	Dell S3148P	41	52	0	9	37	14	153
Agg. Switch	Dell S4048-ON	4	4	4	2	2	2	4
WLC	Cisco var.mod	2	1	2	2	1	1	8

Each site consists of several buildings. Floor plans with WAP and technical room's locations will be provided to the Contractor (after Contract Award) due to security requirements.

2.3. Work Breakdown

2.3.1. The Contractor shall perform the work described in the following work packages (WP) at location and at the time specified in the Schedule of Supplies and Services (SSS):

- **WP1 - Mons**
 - CLIN1.1 – Signal Site Survey
 - CLIN1.2 – Management Tools
- **WP2 - Lago**
 - CLIN2.1 – Signal Site Survey
 - CLIN2.1 – Management Tools
- **WP3 - Norfolk**
 - CLIN3.1 – Signal Site Survey
 - CLIN3.2 – Management Tools
- **WP4 - Northwood**
 - CLIN4.1 – Signal Site Survey
 - CLIN4.2 – Management Tools

- **WP5 - Izmir**
 - CLIN 5.1 – Signal Site Survey
 - CLIN 5.2 – Management Tools
- **WP6 - Sigonella**
 - CLIN 6.1 – Management Tools
- **WP7 – Cisco Prime Infrastructure Update**
 - CLIN 7.1 – Cisco Prime Infrastructure Update
- **WP8 – Cisco ISE Consultation**
 - CLIN 8.1 – Cisco ISE Consultation
- **WP9 – Wireless/Security Experts Consultation**
 - CLIN 9.1 – Wireless/Security Experts Consultation

2.4. Schedule

2.4.1. The following schedule shall be used for planning purposes for all WPs described in paragraph 2.3 above (EDC - Effective Date of Contract).

Task Name	Schedule
Contract Award	EDC
Work Package 1 – Mons	EDC +5W
Work Package 2 – Lago	EDC +9W
Work Package 3 – Norfolk	EDC +11W
Work Package 4 – Northwood	EDC +7W
Work Package 5 – Izmir	EDC +13W
Work Package 6 – Sigonella	EDC +15W
Work Package 7 – Cisco Prime Infrastructure Update	EDC +5W
Work Package 8 – Cisco ISE Consultation	EDC +6W
Work Package 9 – Wireless/Security Experts Consultation	EDC +21W

SECTION 3 WORK PACKAGES DESCRIPTION

3.1. General

The following requirements are applicable to all work packages.

- 3.1.1. Consultation tasks described in paragraph 3.4 and 3.5 must be performed by an engineer that holds a valid Cisco CCIE Wireless or Cisco CCIE Security certificate.
- 3.1.2. The Contractor shall provide a Project Manager (PM) who is responsible for managing and coordinating all Contractor tasks to ensure the successful implementation of the activities and delivery in accordance with this SOW and the SSS. The PM shall be available to respond to the Purchaser communications within 24 hours of receipt (Monday to Friday (08:00-17:00 CET) and shall provide weekly progress reports identifying risks, issues and proposed actions/solutions.
- 3.1.3. The Contractor workforce shall meet personal security requirements to access sites in scope. In particular, NATO security clearance will be required to access the site security areas.
- 3.1.4. The Contractor shall obtain all necessary permits and licenses required to enable and execute the contracted works in the countries listed in paragraph 1.2.
- 3.1.5. The Contractor shall provide all documentation to access the sites, work permits and any other administrative documents necessary to execute the project.
- 3.1.6. The Contractor shall provide all skilled resources and necessary tools/test equipment and materials required for the installation works and verification of all completed works at each site location.
- 3.1.7. The Contractor shall work in accordance with National and NATO applicable technical standards, including COVID-19 regulations.

3.2. Work Package 1 to 6

- 3.2.1. The Contractor shall review and deliver wireless infrastructure on each site, as described in the following annexes:
 - 1. Annex A: WP 1 – Wireless infrastructure in Mons
 - 2. Annex B: WP 2 – Wireless infrastructure in Lago
 - 3. Annex C: WP 3 – Wireless infrastructure in Norfolk
 - 4. Annex D: WP 4 – Wireless infrastructure in Northwood
 - 5. Annex E: WP 5 – Wireless infrastructure in Sigonella
 - 6. Annex F: WP 6 – Wireless Infrastructure in Izmir
- 3.2.2. The Contractor will deliver Work Packages 1 to 6 comprising of two sub-packages detailed at paragraph 3.2.2.1 and 3.2.2.2 at each site as follows:
 - 3.2.2.1. **Signal Site Survey**
 - 3.2.2.1.1. The Contractor shall perform a wireless site survey and deliver a report (“Site Survey Report”) with the following information detailed in electronic copies of scaled floor plans:

1. Updated WAP locations (0.5 meter maximum error)
 2. Channels in use for WAPs at 5 GHz
 3. Heat maps with RSSI and SNR (passive mode survey) at 5 GHz
 4. Heat maps with data rate (active mode survey) at 5 GHz
 5. Possible sources of interference and noise
- 3.2.2.1.2. The Contractor shall use electronic copies of facility floor plans provided by the Purchaser.
- 3.2.2.1.3. A signal site survey is not required in Sigonella, Italy.
- 3.2.2.2. **Management Tools**
- 3.2.2.2.1. The Contractor shall update all Cisco Prime Infrastructure configurations in order to manage new elements of WLAN solution, including WAPs, PoE+ switches and WLC including :
1. Populate Cisco Prime with new locations in scope (buildings and floor plans);
 2. Populate Cisco Prime with WAPs;
 3. Calibrate WAPs locations on Cisco Prime Floor Plan;
 4. Configure Alerts with Cisco best practices (example: eliminate false alarms).
- 3.2.2.2.2. The Contractor shall update all DX NetOps Spectrum network monitoring tool, with the following information:
1. Populate DX Spectrum with the switches ;
 2. Create and/or update DX Spectrum maps with the switches and WAPs with all links.
- 3.2.2.2.3. The Contractor shall update all Micro Focus Network Automation (MFNA) tool, with the following information:
1. Populate the MFNA tool with the switches

3.3. Work Package 7: Cisco Prime Infrastructure Update

- 3.3.1. The Contractor shall update all existing Cisco Prime Infrastructure version 3.4 to version 3.10 keeping the same configuration and log event database as the current implementation. The current infrastructure is located in Mons, Belgium.
- 3.3.2. The Contractor shall provide evidence to the Purchaser of the new installed version of Cisco Prime Infrastructure software.

3.4. Work Package 8: Cisco ISE Consultation

- 3.4.1. The Contractor shall assess the Cisco ISE deployment and provide a “Cisco ISE report” with the following information:
1. Measured latency for Radius authentication and capacity stress test (simultaneous user authentication);
 2. Deployment best practices to avoid authentication issues with current Cisco ISE deployment (examples: sharing load, geographic distribution of PSN, etc.);
 3. Assess ISE current installed policies and configuration, and provide Analysis Gap against vendor best practices and industry standards.

3.5. Work Package 9: Wireless/Security Experts Consultation

- 3.5.1. The Contractor shall provide 80 hours of Wireless Consultancy within 6 months after the completion of WP6. The Purchaser will inform the Contractor, in writing, of these requirements, by providing at least two weeks written notice in advance. Such notice shall include details of the number of hours (min. 8h) of consultancy required in a specific topic. The consultancy work will include but not be limited to:
1. Migration strategy and definition of migration steps for Cisco DNA SD-Access ;
 2. Conduct a Penetration Test to evaluate security of the wireless deployment;
 3. Support to update Cisco Prime to Cisco DNA Center;
 4. Hardening of Cisco ISE.
- 3.5.2. The Contractor shall deliver the Purchaser requested consultancy support, (which may also require an initial presence on site in Mons (for 1 or 2 days max)), with formal assessments and reporting of all deliverables being conducted remotely, with the Contractor providing the Purchaser with written evidence of all findings in written reports/conclusions formats that are to be transmitted electronically.
- 3.5.3. The Contractor shall provide a resource timesheet report and deliver it to the Purchaser no later than 5 calendar days after completion of work package activities.

SECTION 4 PURCHASE FURNISHED EQUIPMENT/ INFORMATION**4.1. Purchase Furnished Equipment/Information**

- 4.1.1. The following items will be provided by the Purchaser as Purchaser Furnished Equipment/ Information (PFE/I):
1. Clean building floor plans and schematics;
 2. Building floor plans with WAPs and technical rooms location.

SECTION 5 FINAL ACCEPTANCE

5.1. Work Package Acceptance

- 5.1.1. Work Package Acceptance is the act by which the Purchaser has evaluated and determined that the requirements of a specific Work Package have been met. The Contractor shall complete work package activities described in the Schedule of Supplies and Services (SSS), and provide a copy of work package documentation. The Work Package Acceptance will be performed after a delivery of each Work Package. The final Purchaser acceptance will be made in writing by the Contracting Authority.
- 5.1.2. The following criteria shall be met to achieve specific work package acceptance:
1. All SOW requirements for the specific work package are met as indicated in this Statement of Work;
 2. All documents as described in section 5.2 below for the specific work package are delivered and approved by the Purchaser;
 3. All outstanding issues, failures, and deficiencies in relation to the work package are closed to the satisfaction of the Purchaser.

5.2. Required Documentation

5.2.1. For Work Packages 1 to 6

- 5.2.1.1. All Site Survey reports are to be delivered to the Purchaser, with the following information detailed in electronic copies (i.e iBwave files) of scaled floor plans of all the buildings in scope.
1. Updated WAP locations (0.5 meter maximum error);
 2. Channels in use for WAPs at 5 GHz;
 3. Heat maps with RSSI and SNR (passive mode survey) at 5 GHz;
 4. Heat maps with data rate (active mode survey) at 5 GHz;
 5. Possible sources of interference and noise.

5.2.2. For Work Package 7

- 5.2.2.1. The Contractor shall provide to the Purchaser evidence to confirm software has been updated, providing screenshot of installed version (i.e. screenshot of “About” software version screen).

5.2.3. For Work Package 8

- 5.2.3.1. The Contractor shall provide to the Purchaser a Cisco ISE report, with all findings from the analyses performed as described in paragraph 3.4.1.

5.2.4. For Work Package 9

- 5.2.4.1. The Contractor shall provide to the Purchaser resource timesheet report(s), with time allocated and spent on specific Purchaser activities requested in writing, that have been duly authorised and performed by the Contractor Consultant.

ANNEX A: WIRELESS INFRASTRUCTURE IN MONS**1.1. Scope****1.1.1. Facilities in scope for Mons (SHAPE):**

- a) Building 101
 - a. Floor 1 (50x WAPs / 9x PoE+ switches)
 - b. Floor 2 (42x WAPs / 6x PoE+ switches)
 - c. Floor 3 (33x WAPs / 7x PoE+ switches)
- b) Building 102
 - a. Floor 1 (9x WAPs / 1x PoE+ switches)
 - b. Floor 2 (24x WAPs / 2x PoE+ switches)
- c) Building 104
 - a. Floor 1 (6x WAPs / 2x PoE+ switches)
 - b. Floor 2 (7x WAPs /)
- d) Building 136
 - a. Floor 1 (18x WAPs / 2x PoE+ switches)
 - b. Floor 2 (19x WAPs / 2x PoE+ switches)
- e) Building 185
 - a. Floor 1 (17x WAPs / 3x PoE+ switches)
 - b. Floor 2 (27x WAPs / 7x PoE+ switches)
 - c. Floor 3 (26x WAPs / 2x PoE+ switches)
- f) Building 214
 - a. Floor Ground (11x WAPs / 1x PoE switch)
- g) Building 215
 - a. Floor Ground (16x WAPs / 2x PoE switches)

1.2. WAP Locations and floorplans**1.2.1. The following Annexes will be provided to the Contractor after Contract Award:**

- a) Annex A.1 - electronic copy of floor plans with location of WAPs

- b) Annex A.2 - clean floor plans for each building indicated above.

ANNEX B: WIRELESS INFRASTRUCTURE IN LAGO PATRIA**1.1. Scope****1.1.1. Facilities in scope for Lago Patria (JFC Naples):**

- a) Building Main
 - a. Floor Ground (64x WAPs / 7x PoE+ switches)
 - b. Floor 1 (89x WAPs / 9x PoE+ switches)
 - c. Floor 2 (103x WAPs / 9x PoE+ switches)
 - d. Floor 3 (96x WAPs / 10x PoE+ switches)
 - e. Floor -1 (100x WAPs / 9x PoE+ switches)
 - f. Floor -2 (10x WAPs / 1x PoE+ switch)
- b) Building 22
 - a. Floor Ground (9x WAPs / 1x PoE+ switch)
 - b. Floor 1 (12x WAPs / 1x PoE+ switch)
- c) Building Gates
 - a. Main Guard (3x WAPs / 1x PoE+ switch)
 - b. Back Guard (1x WAP / 1x PoE+ switch)
- d) Building Community Centre
 - a. Floor Theatre (5x WAPs)
 - b. Floor 2 (5x WAPs / 1x PoE+)
- e) Building Motor pool
 - a. Floor Ground (7x WAPs)
 - b. Floor 1 (12x WAPs / 2x PoE+ switches)

1.2. WAP Locations and floorplans**1.2.1. The following Annexes will be provided to the Contractor after Contract Award:**

- a) Annex B.1 - electronic copy of floor plans with location of WAPs
- b) Annex B.2 - clean floor plans for each building indicated above.

ANNEX C: WIRELESS INFRASTRUCTURE IN NORFOLK**1.1. Scope**

1.1.1. Facilities in scope for Norfolk:

- a) Main Building (NH-31)
 - a. Floor 1 (33x WAPs / 5x PoE+ switches)
 - b. Floor 2 (38x WAPs / 6x PoE+ switches)
 - c. Floor 3 (13x WAPs / 2x PoE+ switches)
 - d. Floor 4 (14x WAPs / 2x PoE+ switches)
 - e. Floor 5 (12x WAPs / 2x PoE switches)
- b) Main Building Annex (NH-31 NLR Annex)
 - a. Floor 1 (8x WAPs / 1x PoE+ switch)
 - b. Floor 2 (9x WAPs / 1x PoE switch)
- c) Main Building Annex (NH-31 A Seabees)
 - a. Ground Floor (1x WAP / 1x PoE+ switch)
- d) Main Building Annex (NH-31 B Garage)
 - a. Ground Floor (1x WAP / 1x PoE+ switch)
- e) Support Building (NH-23)
 - a. Ground Floor (1x WAP / 1x PoE+ switch)

1.2. WAP Locations and floorplans

1.2.1. The following Annexes will be provided to the Contractor after Contract Award:

- a) Annex C.1 - electronic copy of floor plans with location of WAPs
- b) Annex C.2 - clean floor plans for each building indicated above.

ANNEX D: WIRELESS INFRASTRUCTURE IN NORTHWOOD

1.1. Scope

1.1.1. Facilities in scope for Northwood (MARCOM):

- a) Building Atlantic
 - a. Floor 1 (17x WAPs / 2x PoE+ switches)
 - b. Floor 2 (14x WAPs / 1x PoE+ switch)
 - c. Floor 3 (15x WAPs / 2x PoE+ switches)
 - d. Basement (6x WAPs / 1x PoE+ switch)
- b) Building Depot
 - a. Floor 1 (10x WAPs / 1x PoE+ switches)

1.2. WAP Locations and floorplans

1.2.1. The following Annexes will be provided to the Contractor after Contract Award:

- a) Annex D.1 - electronic copy of floor plans with location of WAPs
- b) Annex D.2 - clean floor plans for each building indicated above.

ANNEX E: WIRELESS INFRASTRUCTURE IN IZMIR**1.1. Scope****1.1.1. Facilities in scope for Izmir (LANDCOM HQ):**

- a) Building 1
 - a. Ground Floor (7x WAPs / 1x PoE+ switches)
 - b. Floor 1 (7x WAPs / 2x PoE+ switches)
 - c. Floor 2 (9x WAPs / 2x PoE+ switches)
 - d. Floor 3 (1x WAP /)
- b) Building 4
 - a. Ground Floor (7x WAPs / 1x PoE+ switch)
- c) Building 10
 - a. Ground Floor (3x WAPs / 1x PoE+ switch)
- d) Building 11
 - a. Ground Floor (4x WAPs / 1x PoE+ switch)
- e) Building 12/13
- f) Building 14
 - a. Ground Floor (5x WAP / 1x PoE+ switch)
- g) Building 15
 - a. Ground Floor (5x WAPs / 1x PoE+ switch)
- h) Building 17
 - a. Ground Floor (15x WAPs / 2x PoE+ switch)
 - b. Floor 1 (12x WAPs /)
- i) Building 26
 - a. Ground Floor (3x WAPs / 1x PoE+ switch)
 - b. Floor 1 (3x WAPs /)

- j) Building 29
 - a. Ground Floor (6x WAPs / 1x PoE+ switch)
- k) Building 34
 - a. Ground Floor (2x WAPs / 1x PoE+ switch)
- l) Building 48
 - a. Ground Floor (5x WAPs /)
 - b. Floor 1 (6x WAPs /)
 - c. Floor 2 (6x WAPs / 3x PoE+ switches)
- m) Building 49
 - a. Ground Floor (2x WAPs /)
 - b. Floor 1 (6x WAPs /)
 - c. Floor 2 (6x WAPs / 3x PoE+ switches)
- n) Building 50
 - a. Ground Floor (6x WAPs / 1x PoE+ switch)
- o) Building 54
 - a. Ground Floor (4x WAPs / 1x PoE+ switch)
- p) Building 57
 - a. Ground Floor (6x WAPs / 2x PoE+ switch)
 - b. Floor 1 (7x WAPs /)
- q) Building 62
 - a. Ground Floor (9x WAPs / 1x PoE+ switch)
- r) Building 75
 - a. Ground Floor (25x WAPs / 3x PoE+ switch)
 - b. Floor 1 (35x WAPs / 4x PoE+ switch)
 - c. Floor 2 (43x WAPs / 4x PoE+ switch)

1.2. WAP Locations and floorplans

1.2.1. The following Annexes will be provided to the Contractor after Contract Award:

- a) Annex E.1 - electronic copy of floor plans with location of WAPs
- b) Annex E.2 - clean floor plans for each building indicated above.

ANNEX F: WIRELESS INFRASTRUCTURE IN SIGONELLA

1.1. Scope

1.1.1. Facilities in scope for Sigonella:

- a) Building T101(10x WAPs / 4x PoE+ switches)
- b) Building T102-104 (10x WAPs / 4x PoE+ switches)
- c) Building T105 (2x WAPs / 1x PoE+ switch)
- d) Building 177 (5x WAPs / 1x PoE+ switch)
- e) Connex (4x WAPs / 1x PoE switch)
- f) Connex 2 (5x WAPs / 1x PoE switch)
- g) Building W164 (1x WAP / 1x PoE)
- h) Building W165 (1x WAP / 1x PoE)
- i) Building W217 (1x WAP / 1x PoE)
- j) Hangar H245 Offices (3x WAPs / 1x PoE+ switch)

1.2. WAP Locations and floorplans

1.2.1. The following Annexes will be provided to the Contractor after Contract Award:

- a) Annex F.1 - electronic copy of floor plans with location of WAPs
- b) Annex F.2 - clean floor plans for each building indicated above.