



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

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Βρυξέλλες, 08 Ιουλίου 2022
Α.Π.: 3766

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: Πρόσκληση Υποβολής Προσφορών IFB-CO-115415-DSGT, Διαγωνιστικής Διαδικασίας: "Provide Multi-band Deployable Satellite Ground Terminals (DSGT) Pool"

Διαβιβάζεται, συνημμένως, σχετική Πρόσκληση Υποβολής Προσφορών (invitation For Bids/IFB) εν θέματι διεθνούς διαγωνιστικής διαδικασίας (International Competitive Bidding/ICB), εκ μέρους ΝCΙΑ ως φιλοξενούντος έθνους.

Σε λίστα ενδιαφερομένων δεν περιλαμβάνεται οικονομικός φορέας από την Ελλάδα.

Παρακαλούμε για τις ενέργειές σας.

Λ Α Μ Π Ρ Ι Δ Η Σ

Συν. σελ.: 439

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



NCIA/ACQ/2022/06959

30 June 2022

To: Distribution List

Subject: Invitation For Bid: IFB-CO-115415-DSGT
“PROVIDE MULTI-BAND DEPLOYABLE SATELLITE GROUND TERMINALS (DSGT) POOL”
Project Serial: 2016/0CM03114

Reference: A. AC/4(PP)D/28060-ADD1 dated 10 January 2022
 B. AC/4-DS(2022)0001 dated 14 March 2022, NATO Investment Committee Decision Sheet
 C. AC/4-D/2261 (1996 Edition), Procedures for International Competitive Bidding
 D. C-M(2002)49, NATO Security Policy
 E. NCI Agency Notification of Intent to Invite Bids for IFB-CO-115415-DSGT with reference NCIA/ACQ/2022/06771 dated 29 April 2022

Dear Sir/Madam,

1. Your firm is hereby invited to participate in an **International Competitive Bidding** under the procedures set forth at References (A) through (D) for the provision of sixteen (16) x new multi-band (X- & military Ka-band) Deployable Satellite Ground Terminals (DSGT), including one for training and another one for a reference system.
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS INVITATION FOR BID IS 14:00 HOURS (BRUSSELS TIME) ON 30 SEPTEMBER 2022.**
3. The full requirements of the project are described in the Prospective Contract (Book II), part of the Invitation for Bid (IFB) package, attached to this letter.
4. NATO intends placing one contract to cover the entire scope of the requirement. Partial bidding is not allowed.
5. Contract Award will be made on a Firm Fixed Price Basis to the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions (Book I) attached to this letter.
6. The Contract Award is expected not later than May 2023.



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and Information Agency
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7. Firms from **28 NATO Nations** may submit a bid in response to this IFB (**except Montenegro and North Macedonia** as they are not part of the participating Nations for this project).
8. This Invitation for Bid consists of the Bidding Instructions (Book I), and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), NCI Agency Contract General Provisions (Part III), and the Statement of Work (SoW) with its Annexes (Part IV). The SoW and its Annexes thereto set forth detailed specifications governing the performance requirements of the Prospective Contract.
9. The overall security classification of this Invitation for Bid is "NATO UNCLASSIFIED".
10. This Invitation for Bid remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations. This IFB shall not be published on the internet.
11. Prospective Bidders are requested to complete and return the enclosed **'Acknowledgement of Receipt'** at Attachment A within 7 (seven) days of the date of this letter, informing the NCI Agency of their intention to bid/ not to bid. Firms are not bound by their initial decision, and if a firm decides to reverse its stated intention at a later date, it is requested to advise the NCI Agency by a separate communication.
12. This IFB does not constitute either a financial or contractual commitment at this stage.
13. Prospective Bidders are advised that the NCI Agency reserves the right to cancel, withdraw or suspend this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation, withdrawal or suspension occurs.
14. The reference for the IFB is: **IFB-CO-115415-DSGT** and all correspondence concerning this IFB should reference this number.
15. The Prospective Bidders List was drafted based on the nominations received from the Nations to the date of this letter. NATO Delegations are invited to review the list and confirm that it is complete, or submit any other Declarations of Eligibility if required.
16. The Purchaser point of contact for all information concerning this Invitation for Bid is:
Mrs. Irina Barabancea, Contracting Officer
Email: **IFBCO115415DSGT@ncia.nato.int**

FOR THE CHIEF OF ACQUISITION:

Digitally signed by
Tiziana Pezzi
Date: 2022.07.01
07:49:08 +02'00'

Tiziana Pezzi
Principal Contracting Officer

Enclosures:

- Attachment A: Acknowledgement of Receipt of Invitation for Bid
- Attachment B: Invitation for Bid IFB-CO-115415-DSGT

**DISTRIBUTION LIST FOR INVITATION FOR BID
IFB-CO-115415-DSGT**

All Nominated Prospective Bidders (sent separately in electronic version)

NATO Delegations (Attn: Investment Adviser):

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

Embassies in Brussels (Attn: Commercial Attaché):

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

All Nominated Prospective Bidders

Country	Company
Canada	Advantech Wireless Technologies Inc. Comtech SNT Corp ROCK Networks Inc. C-COM Satellite Systems Inc. Terranova Defense Solutions Incorporated SpaceBridge Inc. Ultra Electronics TCS Inc. (Operating as “Ultra Communications”) General Dynamics Mission Systems Calian, Advanced Technologies Network Innovations Inc.
France	Kratos Communications
Germany	Airbus Defence and Space GmbH ND SatCom GmbH NSSL Global GmbH
Italy	Telespazio S.p.a. General Dynamics Mission Systems Italy S.r.l. ESYEN Sri IES Sri LEONARDO S.p.A. MILANO TELEPORT Sri SUPPORT LOGISTIC SERVICES Sri
Norway	Airbus Defence and Space AS
Poland	GISS Sp. z o.o.

Portugal	ALPHA C2 – Comércio e Indústria de Sistemas Eletrónicos de Comunicações e de Tecnologias Militares, Unipessoal, Lda.
Spain	Inster Tecnologia y Comunicaciones,SAU. AICOX Soluciones SA Indra Sistemas s.a. Telefonica de España, Defensa y Seguridad
The Netherlands	Network Innovations B.V.
The United Kingdom	Teledyne Limited Ultra Electronics Enterprises Milexia UK
The United States of America	L3 Technologies, Inc. Bushtex, Inc. CPI Satcom & Antenna Technologies Inc. OneVUE Consulting LLC Secure Federal Operations LLC STS Global, Inc. UltiSat, Inc. Globecomm Systems, Inc.

Distribution for information (Blind to Potential Industrial Suppliers):

NATO International Staff

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

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

SACTREPEUR
Attn: Infrastructure Assistant

Strategic Commands *(as applicable to funding source)*

SACT Attn: ACOS C4ISR

ACO Attn: SPT CIS Director

NATEXs

All NATEXs

NCI Agency (Internal distribution)

Attachment A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID

IFB-CO-115415-DSGT

Please complete and return (as .pdf file) within 7 days by email at
IFBCO115415DSGT@ncia.nato.int

We hereby advise that we have received Invitation for Bid **IFB-CO-115415-DSGT** on
....., together with all enclosures listed in the Table of Contents.

CHECK ONE

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BOA no. (if any): _____

Address: _____

POC for the Bid: _____

Tel.: _____

Fax: _____

E-mail: _____

Attachment B
INVITATION FOR BID
IFB-CO-115415-DSGT

Contents of Attachment B:

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



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INVITATION FOR BID

IFB-CO-115415-DSGT

**PROVIDE MULTI-BAND DEPLOYABLE SATELLITE GROUND
TERMINALS (MB-DSGT) POOL**

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- Annex C Cross Reference/Compliance Table
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- Part II Contract Special Provisions (SPs)
- Part III Contract General Provisions (GPs)
- Part IV Statement of Work (SOW)
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INVITATION FOR BID

IFB-CO-115415-DSGT

BOOK I

BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION

1.1. Purpose of the Solicitation

- 1.1.1. The purpose of this solicitation is to invite Bids for the provision of 16 Multi-band (X and military Ka) Deployable Satellite Ground Terminals (MB-DSGTs) and Transportable Satellite Ground Terminals (TSGTs) that will provide secure SATCOM transmission services to NATO's deployed operations.
- 1.1.2. The Contract resulting from this Invitation for Bid (IFB) shall replace the 24 X-Band DSGTs currently in use by NATO's ongoing missions and operations.
- 1.1.3. The NATO Communications and Information Agency (NCI Agency) is the designated Host Nation (HN) under the NATO Security Investment Programme (NSIP) for this project, hereby referred to as 'the Purchaser'. NCI Agency is vested with the acquisition authority to conduct the NATO International Competitive Bidding (ICB) Procedure, and to award and administer the resulting Contract.
- 1.1.4. The expected target Not-Later-Than (NLT) date of Contract Award (CAW) is 31 May 2023.
- 1.1.5. Final System Acceptance (FSA) is scheduled for 92 weeks after Effective Date of Contract (EDC). Bidders are allowed to propose shorter project implementation timelines leading to an earlier system acceptance by the Purchaser and anticipated warranty period, but this will not generate any advantage in the bid evaluation process. The Purchaser reserves the right to award the Contract on the basis of the original schedule under Book II Part I (SSS), regardless of any alternative schedule the Bidder may propose as part of its proposal.

1.2. Overview of the Prospective Contract

- 1.2.1. The Prospective Contract (Book II) requires the selected Contractor to deliver the scope of the project described above. This will be achieved within the framework of the Contract resulting from this IFB by means of performance of Contract requirements that are further defined in the Book II – Part IV (Statement of Work - SOW) and shall deliver the associated deliverables as per Book II - Part I (Schedule of Supplies and Services - SSS) to the Prospective Contract. The Contractor will be responsible for the procurement, design, manufacturing, delivering, installation, integration, testing and preparing for acceptance of the systems and shall be obligated to maintain the systems and provide logistics support for the life cycle of the systems up to five (5) years after expiry of the systems warranty provisions if the Purchaser decides to exercise the In-Service Support (ISS) option.
- 1.2.2. The prospective contract is structured in the following manner:
 - a) A Firm Fixed **evaluated** Price of the acquisition of CLINs 1 thru 7 (including all its sub-divisions).

b) A Firm Fixed **evaluated** Price of the Option for In Service Support (CLIN8) as stated in the Bidding Sheets.

- 1.2.3. Price evaluation will be based on the total Firm Fixed Price for CLINs 1 thru 8. This will undergo technical evaluation and price realism assessment. The basic Contract shall consist of the CLINs 1 thru 7 only for the initial period of 92 weeks + 12 months Warranty period.
- 1.2.4. The Contract shall be governed by Book II - Part II (Contract Special Provisions - SP) and Part III (Contract General Provisions - GP).

1.3. Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1. This solicitation is an International Invitation for Bid and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261 (1996 Edition).
- 1.3.2. Pursuant to these procedures, Bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility (DoE) has been issued by their respective government authorities.
- 1.3.3. The Participating Countries are listed in paragraph 2.1.1.7.
- 1.3.4. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the One-Envelope Procedure, Lowest Price Technically Compliant Bid set forth in AC/4-D/2261 (1996 Edition). Award of a Contract pursuant to this IFB 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 IFB in accordance with the evaluation criteria. The bid evaluation criteria and the detailed evaluation procedure are described in Section 4 of these Bidding Instructions.
- 1.3.5. Award of the resulting Contract will be made on a firm fixed price basis to the lowest price technically compliant Bidder.
- 1.3.6. The Purchaser liabilities at the time of Contract signature shall be limited to the effort relevant to the Basic Contract as defined in the Statement of Work and the Schedule of Supplies and Services. Performance associated with Evaluated Options shall be subject to formal Purchaser request, in accordance with Article 7 (Options) of the Contract Special Provisions, and shall not constitute an obligation on the part of the Purchaser at the time of Contract signature.
- 1.3.7. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.3.8. This IFB will not be the subject of a public bid opening.
- 1.3.9. A site survey visit shall take place at the main site locations EDC+ 12 weeks. The bidder shall note that the main site locations are CIS Sustainment Support Centre (CSSC), Brunssum (NLD) and NCIA Academy, Oerias, (PRT). The site surveys intent is to gather all information of interest in view of the preparation, installation, configuration, on-site testing, training needs analysis (TNA) and support of the requirement.

- 1.3.10. The Bidder shall refer to the Purchaser all queries for a resolution of possible conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Requests for IFB Clarifications".

1.4. Security

- 1.4.1. The overall security classification of this Invitation for Bid is "NATO UNCLASSIFIED".
- 1.4.2. For the purpose of the performance under the Contract, the Contractor shall be required to handle and store classified material up to the level of "NATO SECRET" and shall therefore possess at the time of Contract award the appropriate **facility and personnel clearances**.
- 1.4.3. Should a Contractor be unable to perform the Contract due to the fact that the facility clearance has not been provided by their respective national security agency, this shall neither form the basis for a claim of adjustment or an extension of schedule, nor can it be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.4.4. Contractor's personnel working directly on this project at NATO sites or at Contractor's facility, shall possess a security clearance of "NATO SECRET". The Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to NATO site(s). Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser. Contractor personnel who need System Administrator or Operator privileges when working on NATO SECRET systems shall be required to hold NATO CTS clearances.
- 1.4.5. Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder.
- 1.4.6. All documentation, including the IFB itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification. Any Reference Documents are provided "as is, without any warranty" as to quality or accuracy.

1.5. Documentation

- 1.5.1. All documentation, including the IFB itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and reference documents are provided "as is, without any warranty" as to quality or accuracy.

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

- 2.1.1. In addition to the definitions and acronyms set in the Prospective Contract Special Provisions (Part II), and the definitions and acronyms set in the Clause entitled "Definitions of Terms and Acronyms" of the Prospective Contract General Provisions (Part III), the following terms and acronyms, as used in this Invitation for Bid, shall have the meanings specified below:
- 2.1.1.1. "Bid" or "Proposal" or "Offer": a binding offer to perform the work specified in the Prospective Contract (Book II).
- 2.1.1.2. "Bidder": a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The "Principal 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 "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
- 2.1.1.3. "Compliance": strict conformity to the requirements and standards specified in this IFB and its attachments.
- 2.1.1.4. "Contractor": the awardee of this IFB, who shall be responsible for the fulfilment of the requirements established in the Contract.
- 2.1.1.5. "Firm of a Participating Country": a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.1.1.6. "IFB": Invitation for Bid.
- 2.1.1.7. "Participating Country": any of the NATO nations contributing to the project, namely (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TÜRKIYE, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.1.8. "Purchaser": NATO Communications and Information Agency (NCI Agency) or its legal successor.

2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. As stated in paragraph 1.3.2 above only firms from a Participating Country are eligible to engage in this competitive Bidding process. In addition, all Contractors, Subcontractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3. No materials or items of equipment down to and including identifiable Sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4. Unless otherwise authorised by the terms of the prospective Contract, the Intellectual Property Rights (IPR) to all design documentation and related system operating software shall reside in Participating Countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the Participating Countries.
- 2.2.5. The Bidders are requested to sign the certifications under Annex B-8, Annex B-9 and Annex B-12 for this purpose.

2.3. Bid Delivery and Bid Closing Date

- 2.3.1. All Bids shall be in the possession of the Purchaser at the email address given below in paragraph 2.3.2 on/or before **14.00 hours (Brussels Time) on 30 September 2022**, at which time and date the Bidding process shall be closed.
- 2.3.2. Bids shall be delivered in **electronic format only**, to the following email address:
IFBCO115415DSGT.Bids@ncia.nato.int
- 2.3.3. Late Bids
 - 2.3.3.1. Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such bids will be deleted unopened unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.
 - 2.3.3.2. Consideration of Late Bid - The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission is duly completed by the specified bid closing time and date. A late Bid shall only be considered for award under the following circumstances:
 - a) A Contract has not already been awarded pursuant to the Invitation for Bid, and;
 - b) The Bid was submitted by email as required, and the Bidder can produce a delivery receipt which demonstrates that the delivery was made to the correct email address under Para. 2.3.2. In such a case, the Bidder shall

provide evidence that the failure to receive the Bid was due to mishandling within the Purchaser's organisation.

- 2.3.3.3. A Late Bid for which a proper delivery receipt cannot be produced, cannot be considered for award under any circumstances, nor can Late Bids for which documentary evidence of emailing date cannot be produced.
- 2.3.3.4. If a Bid received at the dedicated mailbox under Para. 2.3.23 by electronic data interchange is unreadable or not openable, to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
- a) Of the content of the Bid as originally submitted; and,
 - b) That the unreadable condition of the bid was caused by Purchaser's software or hardware error, malfunction, or other Purchaser's mishandling.

2.4. Requests for Extension of Bid Closing Date

- 2.4.1. Any requests for extension to the Bid Closing Date shall be submitted by the Bidder in writing **only through its National Delegation to NATO or its National Authorities** to the Purchaser's point of contact indicated in paragraph 2.5.1 below.
- 2.4.2. In accordance with AC/4-D/2261 (July 1996 Edition), the Bidder shall submit the request to the National Delegation in sufficient time, so as to allow the Delegation to deliver Bidder's formal request to the Purchaser **no later than fourteen (14) calendar days prior to the established Bid closing date**. The Purchaser is under no obligation to answer requests submitted after this time.
- 2.4.3. Extensions to the bid closing date are at the sole discretion of the Purchaser.

2.5. Purchaser's Point of Contact

- 2.5.1. The Purchaser point of contact for all information concerning this Invitation for Bid is:

Mrs. Irina Barabancea, Contracting Officer
E-mail: IFBCO115415DSGT@ncia.nato.int

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

2.6. Request for IFB Clarifications

- 2.6.1. Bidders, at the earliest stage possible during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative, price or technical nature pertaining to this IFB.
- 2.6.2. All requests for clarification shall be submitted to the Purchaser in written form, using the Clarification Request Forms provided at **ANNEX D –**

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CLARIFICATION REQUEST FORM of this Book I. Such requests shall be forwarded to the point of contact specified in paragraph 2.5.1 above and shall arrive not later than **twenty eight (28) calendar days prior to the stated "Bid Closing Date"**. The Purchaser is under no obligation to answer requests for clarification submitted after this time.

- 2.6.3. Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification except as noted in paragraph 2.6.4 below.
- 2.6.4. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established Bid Closing Date.
- 2.6.5. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.6. Except as provided above, all questions will be answered by the Purchaser, and the questions and answers (but not the identity of the questioner) will be issued in writing (via email) to all Prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.
- 2.6.7. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mean used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded). The Purchaser declines all responsibilities associated to any and all circumstances, regardless of the nature or subject matter, arising from the Bidders' failure or inability to abide to this prescription. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible.
- 2.6.8. The Purchaser may also provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, or subject to different interpretation.
- 2.6.9. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment pursuant to AC/4-D-2261 and in accordance with paragraph 2.8 below.
- 2.6.10. The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.11. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Any amendment to the language of the

IFB included in the answers will be issued as an IFB Amendment and shall be incorporated by the Bidder in its offer.

2.7. Requests for Waivers and Deviations

- 2.7.1. Bidders are informed that requests for alteration to, waivers of or deviations from the terms and conditions of this IFB and attached Prospective Contract (Book II) will not be considered after the request for clarification process.
- 2.7.2. Requests for alterations to the requirements, terms or conditions of the Invitation for Bid or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above.
- 2.7.3. Requests for alterations to the specifications, terms and conditions of the Prospective Contract which are included in a Bid as submitted may be regarded by the Purchaser as a **qualification or condition of the Bid and may be grounds for a determination of non-compliance.**

2.8. Amendment of the Invitation for Bid

- 2.8.1. The Purchaser may revise, amend or correct the terms, conditions, specifications and provisions of the IFB at any time prior to the Bid Closing Date set in paragraph 2.3.1. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. 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. All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.
- 2.8.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment.

2.9. Modification and Withdrawal of Bids

- 2.9.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the Bid Closing Date as detailed in paragraph 2.3.1. Such modifications will be considered as an integral part of the submitted Bid.
- 2.9.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure detailed in paragraph 2.3.3, except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the

modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.

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

2.10. Bid Validity

- 2.10.1. Bidders shall be bound by the term of their Bid for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the bid validity period. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1. Accept this extension of time, in which case Bidders shall be bound by the terms of their offer for the extended period of time, and the Certificate of Bid Validity extended accordingly; or
- 2.10.4.2. Refuse this extension of time and withdraw the Bid, without penalty.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11. Cancellation of Invitation for Bid

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

2.12. Electronic Transmission of Information and Data

- 2.12.1. The Purchaser will communicate answers to requests for clarification and amendments to this IFB to the Prospective Bidders as soon as practicable.
- 2.12.2. Bidders are cautioned that the Purchaser will rely exclusively on electronic mail communication to manage all correspondence related to this IFB, including IFB Amendments and clarifications.
- 2.12.3. Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible.
- 2.12.4. All notices and communications regarding this IFB shall be written and conducted in English.

2.13. Supplemental Agreements

- 2.13.1. Bidders are required, in accordance with the certificate at Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/ NCI Agency as a condition of Contract performance.
- 2.13.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.13.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been limited.
- 2.13.4. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted within the Bid Administrative Package (3.3.3.7). Supplemental agreements submitted after the Bid Closing Date shall not be considered.
- 2.13.5. The terms of supplemental agreements, if necessary, are the Bidders/Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
- 2.13.6. Supplemental agreement that contradicts the Terms of the Contract in a cardinal manner may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid.
- 2.13.7. Any supplemental agreements issued in final form by the government(s) resulting in an impossibility to perform the Contract in accordance with its

schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

2.14. Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser

- 2.14.1. All Contract deliverables are governed by a distinct set of Intellectual Property Rights (IPR) and Title and Ownership provisions, detailed in Book II, Prospective Contract.
- 2.14.2. Bidders are instructed to review Clause 30 of the Prospective Contract General Provisions set forth under Part III of Book II herein. These Clauses set forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property (IP) developed and/or delivered under the Prospective Contract or used as a basis of development under the Prospective Contract.
- 2.14.3. Bidders are required to disclose, in accordance with Annex B-12, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.14.4. The identification of Bidders' Background IP and/or Third Party IP shall be limited to those IPs associated with products and/or documentation which is indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products and/or documentation needed for internal processes only.
- 2.14.5. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in Clause 30 of Prospective Contract General Provisions, or any other provision of the Contract concerning use or dissemination of such Intellectual Property.
- 2.14.6. Bidders are reminded that restrictions on use or dissemination of Intellectual Property conflicting with Clause 30 or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of non-compliant bid.

2.15. Mandatory Quality Assurance and Quality Control Standards

- 2.15.1. Bidders are requested to note that, in accordance with the Certificate at Annex B-10 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001, or an equivalent QA/QC regime.
- 2.15.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.

- 2.15.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-10 in the Bid Administration Package.

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

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant and eliminated from further consideration.
- 3.1.2. Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services in a timely manner. Bids, which are not complete, will be declared non-compliant.
- 3.1.3. The Bidder shall not restate the IFB requirements in confirmatory terms only. Bids shall provide the level of detail necessary for the Purchaser to make an objective assessment of what is being offered and whether such an offer meets the requirements of the prospective Contract. Bidders are advised that Bids that fail to provide such a level of detail or that address salient aspects of the IFB in a cursory manner may be declared non-compliant without recourse to further clarification.
- 3.1.4. Bidders shall prepare their bid in 3 parts as prescribed below:
- | | |
|--|---|
| <p>(a) Bid Administrative Package
(Part 1a):</p> | <p>Electronic Submission: Email containing readable electronic files (not compressed), in PDF format as described in paragraph 3.3</p> |
| <p>(b) Price Proposal Package
(Part 2):</p> | <p>Electronic Submission: Email containing the following readable electronic files (not compressed): scanned PDF copy of signed Annex A-3 (hand-signed or signed electronically with certified digital signature), and completed Annex A-2 in MS Excel format as described in paragraph 3.4</p> |
| <p>(c) Technical Proposal Package
(Part 3):</p> | <p>Electronic Submission: Email containing readable electronic files (not compressed), in PDF or MS Word format</p> |
- 3.1.5. Detailed requirements for the structure and content of each of these parts are contained in the following paragraphs of this Section, namely 3.3.1, 3.4.1 and 3.5.
- 3.1.6. If no specific format has been established for electronic versions in the Prospective Contract Statement of Work, Bidders shall deliver their bid in an electronic format which is best suited for review and maintenance by the

Purchaser (**MS Project, MS Excel, MS Word, PDF**). Compressed files (ex. Zip files) are not allowed.

- 3.1.7. Bid documentation text, figures and tables shall be **readable and searchable**.
- 3.1.8. All documentation submitted as part of the Bid shall be classified no higher than "NATO UNCLASSIFIED".
- 3.1.9. Partial Bids and/or bids containing conditional statements or all-or-nothing bids will be declared non-compliant. Examples of conditional statements include conditioning the NLT Delivery Dates set by Prospective Contract SSS, imposing particular conditions to the pricing listed in the Bidding Sheets, Supplemental Agreements inconsistent with the terms of the Prospective Contract etc.
- 3.1.10. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Bid in whole or in part in the resulting Contract.
- 3.1.11. All documentation submitted as part of the Bid shall be in the English language.

3.2. Format and Marking of Bids

- 3.2.1. The complete Bid shall consist of three distinct and separated parts as prescribed under Para. 3.1.4, each of which shall be sent as an individual electronic submission (email) marked as follows:
 - 3.2.1.1. For the Bid Administrative Package, the email subject line shall read: **"IFB-CO-115415-DSGT – Bid for [Company Name] – Bid Part 1-Admin – Volume [X] of [X]"** (if required due to size limitations)".
 - 3.2.1.2. For the Price Proposal Package, the email subject line shall read: **"IFB-CO-115415-DSGT – Bid for [Company Name] – Bid Part 2-Price – Volume [X] of [X]"** (if required due to size limitations)".
 - 3.2.1.3. For the Technical Proposal Package, the email subject line shall read: **"IFB-CO-115415-DSGT – Bid for [Company Name] – Bid Part 3-Technical – Volume [X] of [X]"** (if required due to size limitations)".
- 3.2.2. The size of each email (incl. all attachments) **shall not exceed 20 MB**. In the case the size of the attachments exceeds the 20 MB limit, the email shall be broken down in several Volumes as appropriate.
- 3.2.3. **No password protection** is required neither for the emails nor for the files attached to the emails.
- 3.2.4. Acceptable File Formats. Unless otherwise directed, files can be submitted in PDF format. The Purchaser **does NOT accept** hard copies of Bids, CDs, thumb drives, or zip files/ compressed files.
- 3.2.5. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part in the resulting Contract.

3.3. Bid Administrative Package (Part 1)

- 3.3.1. The Bid Administrative Package must include one (1) PDF file with the certificates set forth in the ANNEX B – PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES to these Bidding Instructions, signed in the original, or digitally, by an authorized representative of the Bidder. Only certified digital signatures are accepted. If digital signatures are not available, required certifications shall be hand-signed and scanned.
- 3.3.2. No information disclosing, or contributing to disclose, the Bid price shall be made part of the Bid Administration Package. Failure to abide to this prescription shall result in the Bid being declared non-compliant.
- 3.3.3. The text of the certificates set forth in the ANNEX B – PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES to these Bidding Instructions **must not be altered in any way**. The Administrative Package shall include the following certification:
 - 3.3.3.1. Certificate of Legal Name of Bidder (Annex B-1)
 - 3.3.3.2. Acknowledgement of Receipt of IFB Amendments (Annex B-2)
 - 3.3.3.3. Certificate of Independent Determination (Annex B-3)
 - 3.3.3.4. Certificate of Bid Validity (Annex B-4)
 - 3.3.3.5. Certificate of Exclusion of Taxes, Duties and Charges (Annex B-5)
 - 3.3.3.6. Comprehension and Acceptance of Contract Special and General Provisions (Annex B-6)
 - 3.3.3.7. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements (Annex B-7)

In accordance with Para. 2.13, the Bidder shall attach to the Certificate a prospective text of such Agreements, as applicable.

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

this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.

- 3.3.3.8. List of Prospective Subcontractors (Annex B-8)
Bidders shall identify by name, project role, and country of origin all significant sub-contractors whose estimated **value of the subcontract is expected to equal or exceed EUR 100,000. If there are no sub-contractors involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.**
Bidders are reminded that as per Prospective Contract General Provisions Clause 9, none of the work shall be performed other than by firms from and within **NATO Participating Countries.**
- 3.3.3.9. Certificate of Origin of Equipment, Services, and Intellectual Property (Annex B-9)
Bidders are reminded that as per Prospective Contract General Provisions Clause 9, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by firms other than from and within **NATO Participating Countries.**
- 3.3.3.10. Certificate of Compliance with AQAP 2110, ISO 9001 or equivalent standards (Annex B-10)
The Bidder shall attach to the Certificate a copy of the company's AQAP 2110 or ISO 9001 Certification.
- 3.3.3.11. List of Key Personnel (including Subcontractor Personnel) (Annex B-11)
The list shall be in line with SOW Section 3 requirements.
- 3.3.3.12. List of Bidder, Subcontractor and Third Party Background IPR (Annex B-12)
- 3.3.3.13. Disclosure of Involvement of Former NCI Agency Employment (Annex B-13)

3.4. Price Proposal Package (Part 2)

- 3.4.1. The Price Proposal Package must include the following:
- 3.4.1.1. Digitally or hand signed and scanned copy of the Annex A-3 Contractor Pricing Summary;
- 3.4.1.2. The duly completed CLIN Summary Sheets and the Offer Summary Sheets of the Bidding Sheets provided in Annex A-2 of Book I;
- 3.4.1.3. The duly completed Price Breakdown Tabs of the Bidding Sheets under Annex A-2 of Book I, namely Labour, Material, Travel, Other Direct Costs and Rates tabs.
- 3.4.2. The Price Proposal Package shall be prepared and submitted in the form of completed Bidding Sheets in accordance with Section 3 and ANNEX A – BIDDING SHEETS of these instructions. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.

- 3.4.3. Bidders shall prepare their Price Proposal by completing the yellow highlighted sections of the Bidding Sheets, in accordance with the instructions specified in Annex A-1 and the notes within the Bidding Sheets.
- 3.4.4. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.
- 3.4.5. Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets (Annex A-1). This includes Firm Fixed Prices for all optional CLINs. Prices cannot be embedded/ included in other prices. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out **all** yellow fields, may render the bid non-compliant.
- 3.4.6. Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.
- 3.4.7. Bidders are responsible for the accuracy of their Price Proposals. Price Proposals that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. In the case of inconsistencies between the CLIN Summary Sheets and the Price Breakdown Tabs, the CLIN Summary Sheets (the Schedule of Supplies and Services) will be considered by the Purchaser to have precedence over the Price Breakdown Tabs.
- 3.4.8. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.4.8.1. The currency is of a "participating country" in the project, and
- 3.4.8.2. The Bidder can demonstrate, either through sub-Contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency.
- 3.4.9. All major subcontracts and their approximate anticipated value should be listed in the administrative certification Annex B-8, and such subcontracts shall be traceable in the Price Proposal. **Certificate Annex B-8 shall be consistent with Price Proposal Package.**
- 3.4.10. The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.4.11. Bidders shall therefore exclude from their Price Proposal all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5. The Contractor shall be

responsible for ensuring that its respective Sub-Contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-Contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.

- 3.4.12. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A-1, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered to specified destination "Delivery Duty Paid (DDP)", in accordance with the International Chamber of Commerce INCOTERMS ® 2020, and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.
- 3.4.13. The Bidder's attention is directed to the fact that the Price Proposal shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.
- 3.4.14. When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.4.15. Any adjustment or discount to prices should be clearly traceable to the lowest level of break down in the bidding sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the Bid non compliant.
- 3.4.16. The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise any of the optional line items, and that the Purchaser bears no liability should it decide not to exercise such options (totally or partially). Further, the NCI Agency reserves the right to order another Contractor to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.

3.5. Technical Proposal Package (Part 3)

- 3.5.1. Bidders shall prepare and submit the technical proposal package, in accordance to section 3.2 and shall be comprised of four (4) sections specified below. The Technical Proposal shall have a confirmation that all requirements in the SOW, are included in the proposed solution.

- a) **Section 1, Corporate Information;**
- b) **Section 2, Bid version of the Project Management Plan (PMP);**
- c) **Section 3, Technical Description;**
- d) **Section 4, In-Service Support post Warranty [Evaluated Option].**

3.5.2. The required contents of these sections are outlined in the paragraphs below. The Bidder shall note that the content of the Bidder's submission for the Technical Proposal shall be limited to those items addressed in the paragraphs below and shall show how the Bidder intends to satisfy the requirements of Statement of Work of the Prospective Contract. Should the Bidder wish to provide additional information beyond that required by the Purchaser for the Technical Proposal, then such information shall be provided in a separate volume clearly marked "Additions to the Technical Proposal". Bidders shall note that any such additional information will not be subjected to, or be part of, the Purchaser's technical evaluation of the proposal.

3.5.3. The Bidder shall include the completed **Cross Reference Matrix in Annex C to this Book I of this IFB.**

3.5.4. **Section 1: Corporate Information**

3.5.4.1. This subsection shall describe the **corporate structure of the Proposed Prime Contractor and the administration of the prospective Project** within the overall corporate structure. It shall also indicate the chain of authority within the Proposed Prime Contractor's organisation from the Project Manager to the Chief Executive Officer. The Bidder shall describe the corporate resources which are available to support the Project, and which are resident in the organisation of the Prime Contractor but not directly under the authority of the Project Manager. The Bidder shall describe the process by which the Project Manager may have access to these "in-house" corporate resources.

3.5.4.2. The Bidder shall provide the comprehensive **curriculum vitae**, based on the job descriptions as per SoW Appendix F, for the Project Manager, the Technical Lead, the Test Director, the IPS Manager, the Training Manager, and the Configuration Manager proposed for this project. The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the experience of the individuals in managing procurement programmes of this magnitude. The narrative shall also describe the circumstances at which the Project Manager must refer decision making authority to the next level of corporate management.

3.5.4.3. The Bidder shall provide a subsection which sets forth the **current financial condition** of the Proposed Prime Contractor, demonstrating that the Corporation has sufficient financial and capital resources to undertake the Project. In this subsection, the Bidder shall state whether or not he is now in receivership or has filed with legal authorities for protection from creditors. Where the Proposed Prime Contractor is a publicly held corporation, the Bidder shall provide the latest quarterly or annual financial report which he

issues to its shareholders. If the Proposed Prime Contractor has issued debt instruments such as corporate bonds or other credit devices, the Bidder shall provide evidence of its current debt rating made by an independent third party assessor. The Purchaser does not ask for submissions containing confidential internal business analyses, projections, or strategies, but requires evidence available as public information that demonstrates that the Proposed Prime Contractor maintains a solid financial basis with which he may complete the Prospective Contract.

- 3.5.4.4. The Bidder shall provide a **subsection which identifies the items (assemblies, subassemblies) that are to be fabricated and the tasks that are to be performed** by the corporate resources of the Proposed Prime Contractor. The Bidder shall identify the location of the **production facilities which will be utilised**, and/or the source within the corporate organisation of the required services and expertise. For corporate production facilities, the Bidder shall provide analytical evidence that adequate capacity exists in order that the required items be made within the time schedule of the Prospective Contract. The Bidder shall show existing capital assets and provide a detailed proposal of what additional equipment or facilities will be acquired or constructed in order to meet the Prospective Contract Schedule. The Bidder shall further provide a description of any retooling efforts required and a time forecast of when these efforts can be completed.
- 3.5.4.5. The Bidder shall provide a subsection which identifies its **proposed Major Subcontractors** for the Project. For purposes of this subsection, "proposed Major Subcontractors" refers to the criteria set forth in the General Provision of the Prospective Contract entitled "Subcontracts". The Bidder shall identify the firm, the nation of origin, the estimated value of the subcontract and the major items (assemblies, sub-assemblies) and/or services that the proposed Subcontractor will be required to furnish. The Bidder shall include a draft copy of the proposed Subcontract, as applicable. At a minimum, the Bidder shall include a letter of intent from the proposed Subcontractor which details its willingness to enter into a Subcontract with the Bidder if the Bidder should receive award of the Prospective Contract and a summary of the supplies and/or services to be furnished by the Subcontractor.
- 3.5.4.6. With regard to Major Subcontracts, the Bidder shall identify those **subcontracted items (assemblies and sub-assemblies) and/or services** which are considered to be on the "Critical Path" to meeting the delivery schedule of the Prospective Contract. For these subcontracted items and/or services, the Bidder shall provide a rationale for the selection of the subcontracted vendor, and an analysis of the vendor. The Bidder shall provide a description of possible alternative sources of supply should the selected Subcontractor fail to deliver the required items and/or services within the time schedule.
- 3.5.4.7. The Bidder shall detail the **experience of the proposed Prime Contractor** in the design, development, production, installation, and support of products with similar requirements to those for the MB-DSGTs in this IFB. Specifically, the Bidder shall describe systems that have been developed and successfully tested for military use within the last five (5) years. The Bidder shall identify those systems that have been deployed, the number thereof, the name of their purchasers, the contract numbers, and a point of contact with the purchasers for reference.

3.5.5. **Section 2: Bid version of the Project Management Plan (PMP) as detailed in the SoW.**

- 3.5.5.1. The bidder shall provide a bid version of the PMP which shall **address each of the PMP sections**, as requested in Section 3.2 of the SoW.
- 3.5.5.2. The bidder shall provide a bid version of the PMP which shall include the **security clearance** information for the personnel proposed for the project.
- 3.5.5.3. The bidder shall provide a bid version of the PMP which shall include a **Project Overview**, which shall provide an executive summary of the offered equipment and services.
- 3.5.5.4. The bidder shall provide a bid version of the PMP which shall include a **bid version of the Project Implementation Plan (PIP)**, as requested in Section 3.3 of the SoW, which shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.
- a) The bid version of the PIP shall **cover all aspects of project implementation** including management, schedules, personnel assignments and Project Controls, necessary to provide the MB-DSGT capabilities as required by the SoW.
 - b) The bid version of the PIP shall be sufficiently detailed to ensure that the Purchaser is able to assess the **Contractor's plans, capabilities, and ability** to satisfactorily implement the entire Project in conformance with the requirements as specified in the SoW.
 - c) The bid version of the PIP shall include a **draft version of the Product Breakdown Structure (PBS)** that shall identify the physical outcomes of the project and define all the products that the project has to produce.
 - d) The bid version of the PIP shall include a **draft version of the Project Work Breakdown Structure (PWBS)** that shall identify all the work required by the project scope, as well as all deliverables in terms of the work to be completed (including project management).
 - e) The bid version of the PIP shall include a **draft version of the Project Master Schedule (PMS)**, including all contractual deliverables, their delivery dates and all the tasks associated with them.
 - f) The bid version of the PIP shall include a **draft version of the Risk Management Plan**, including Risk Log.
 - g) The bid version of the PIP shall include a **draft version of the Issue Management Plan**, including Issue Log.
 - h) The bidder shall provide a **bid version of the following Plans specific to specialist areas**. The bidder may want to include these in the bid version of the PIP, but as a separate section:
 - 1) A **draft version of the System Design Plan (SDP)** describing the Bidder's approach to implementing the System Design activities as detailed in section 2.1 of the SoW.

- 2) A **draft version of the System Installation Plan (SIP)** describing the Bidder's approach to implementing the System Integration activities in fulfillment of the Training System requirements as detailed in section 2.5 of the SoW.
- 3) A **draft version of the Documentation Plan (DP)** detailing how the Bidder shall fulfil all documentation requirements as per section 3.8 of the SoW.
- 4) A **draft version of the Integrated Product Support Plan (IPSP)**, as detailed in Section 4.1 of the SoW describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, where, when, and how) and commitment of each activity. The draft version of the IPSP shall include an annex with the traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SoW section 4.1 to 4.11 vs relevant ISPS paragraphs. The draft version of the IPSP shall be at least 20 pages and no more than 40 pages.
- 5) A **Product Support Case** that shall support the IPSP and ISSP providing concise and precise answers to each requirement in a single document. The Product Support Case shall be at least 40 pages and no more than 80 pages, and shall provide sufficient detail for the following:
 - i. **Reliability Availability Maintainability Testability (RAMT) Case Report**, as detailed in Section 4.2 of the SoW, describing in detail each relevant content for each paragraph of the provided structure;
 - ii. **Failure Mode Effects and Criticality Analysis (FMECA)**, as detailed in Section 4.3 of the SoW, describing in detail each relevant content for each paragraph of the provided structure;
 - iii. **Maintenance Task Analysis (MTA)**, as detailed in Section 4.4 of the SoW, describing in detail each relevant content for each paragraph of the provided structure;
 - iv. **Level of Repair Analysis (LORA)**, as detailed in Section 4.5 of the SoW, describing in detail each relevant content for each paragraph of the provided structure;
 - v. **Obsolescence Report**, as detailed in Section 4.6 of the SoW, describing in detail each relevant content; and
 - vi. **In-Service Support Monthly Report**, as detailed in Section 4.14 of the SOW describing in detail each relevant content.
- 6) A **draft version of the In-Service Support Plan (ISSP)**, as detailed in Section 4.13 of the SoW, describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the ISSP shall include an annex with a traceability matrix

to match coverage for all Integrated Product Support (IPS) requirements in Sections 4.13 to 4.14 of the SoW vs relevant ISSP paragraphs. The draft version of the ISSP shall be at least 20 pages and no more than 40 pages.

- 7) A **draft version of the System Safety Program Plan (SSPP)**, as detailed in Section 4.15 of the SoW, describing in detail each relevant content demonstrating the content, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the SSPP shall be at least 10 pages and no more than 20 pages.
 - 8) A **draft version of the Configuration Management Plan (CMP)**, as detailed in Section 5.1 of the SoW, describing in detail each relevant content so as to demonstrate the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the CMP shall include an annex with a traceability matrix to match coverage for all Configuration Management requirements in Section 5 of the SoW vs relevant CMP paragraphs. The draft version of the CMP shall be at least 10 pages and no more than 20 pages.
 - 9) A **draft version of the Project Master Test Plan (PMTP)** to comply with the Testing, Verification, Validation and Assurance requirements set forth in Section 6 of the SoW. The draft PMTP shall **include a draft Requirements Traceability Matrix (RTM)** and the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
 - 10) A **draft version of the Quality Assurance Plan (QAP)** that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SoW (quality assurance processes, performance and conformity).
- 3.5.5.5. The Bidder shall detail the full range of **Warranty** and **In-Service Support (ISS)** services to be provided throughout the implementation period up to one year after FSA as described in Section 4.11 of the SoW.

3.5.6. **Section 3: Technical Description**

- 3.5.6.1. The bidder shall provide a **technical description of the provided equipment and systems**, demonstrating and substantiating the compliance to the Annex A of SoW (SRS) per the instructions included herein.
- 3.5.6.2. The bidder shall provide a **Technical Description Section** of the Technical Proposal Package which shall provide detailed information of the specific existing system and/or subsystem(s) which have been developed and successfully tested for military use within the last five (5) years and that will be used as basis for the requirements in this IFB. The Bidder shall describe the similarities and differences of this specific system design with the system required under this IFB. The Bidder shall indicate whether the production

line for the previous equipment is still open, and if not, how long it would take to start up production.

- 3.5.6.3. The Bidder shall indicate in his offer the **heritage of the equipment** he is proposing, especially whether it is derived from a national and/or an international program, and/or whether to the best of his knowledge it has been deployed in a military operation or exercises in various remote areas of the world.
- 3.5.6.4. The Bidder shall provide a **documented Design** that shows his understanding of the contractual technical requirements for the MB-DSGT, and the Bidder shall demonstrate that he will meet all these requirements with his proposed Design.
- 3.5.6.5. This Design shall include a **description of the physical layout and structural features of all components** (included in this IFB) of the MB-DSGT, including drawings, diagrams, and specifications as to convincingly demonstrate that the proposed equipment will meet the requirements as set forth in the Prospective Contract. Failure to provide detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 3.5.6.6. The Bidder shall show in his Design how he intends to **integrate and implement** his proposed products and/or systems. The Bidder shall provide additional detailed information on how he will integrate the Purchaser Furnished Equipment (PFE).
- 3.5.6.7. The Bidder shall detail the **major changes / modifications to the existing system**, necessary to comply with the requirements in this IFB. Furthermore, the Bidder shall provide predicted performance characteristics and specifications based on engineering analysis and/or extrapolations from previous data. The Bidder shall also address the major equipment/assembly/sub-assembly interfaces, indicating those which have been proven through existing products and those which will have to be modified, or designed anew.
- 3.5.6.8. The Bidder shall provide **detailed functional and system block diagrams** of the proposed solution with all external and internal interfaces and test points.
- 3.5.6.9. The Bidder shall provide a completed **Technical Proposal Cross-Reference/Compliance Table from Annex C of Book I**, including a cross reference to the respective Sections/Paragraphs of the Technical Proposal where the associated substantiating information can be found. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.
- 3.5.6.10. The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment/system will **meet the functional and performance requirements** listed in Sections 3.1 and 3.2 of SoW Annex A.

- 3.5.6.11. Emphasis shall be brought on the frequency bands, transmit and receive chain performances (including phase noise), antenna polarization ratio, antenna radiation pattern, tracking capability, parameters stability, parameters degradation due to satellite tracking under all operating modes, performance in harsh environmental conditions, solution flexibility and technology. Furthermore, **key performance parameters** shall include, but are not limited to terminal Figure of Merit (G/T), antenna mid-band gains, EIRP, receive dynamic range, amplitude and group delay variations, transmit-to-receive isolation and filtering. All parameters shall be substantiated with all necessary information for the Purchaser to determine the correctness of the announced performance. Such information shall be provided for all subsystems and equipment that support the transmission and the reception functions.
- 3.5.6.12. The Bidder shall specify in the Bid documentation the **nature of the power amplifier** and what is the suitable back-off power to ensure suitable amplifier linearity with single and equally powered dual carriers.
- 3.5.6.13. The Bidder shall **detail all the antenna tracking modes** he proposes, with associate performance.
- 3.5.6.14. The Bidder shall include **detailed descriptions and information of all system parameters** as to convincingly demonstrate that the proposed system will meet the requirements listed in the Deployability Requirements Section 3.3 of the SoW Annex A. Emphasis shall be brought on the easy deployability and modularity of the system as well as size, weight and consumption figures.
- 3.5.6.15. The Bidder shall provide a **detailed breakdown of size, weight, and power consumption of all his subsystems**, individually and aggregated at case and equipment levels, in order to appreciate the compliance with the overall required specifications.
- 3.5.6.16. The Bidder shall include **detailed descriptions and information of all system interfaces** as to convincingly demonstrate that the proposed system will meet the requirements listed in the Interface Requirements Section 3.4 of the SoW Annex A. The provided information shall specifically encompass the local man-machine interface available from the front panel (where applicable) and from the monitoring and control interface. A preliminary ICD (Interface Control Document) and IDD (Interface Design Document) shall be provided.
- 3.5.6.17. The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed system will meet the requirements as described in the **Environmental and EMI/EMC Requirements** Sections 3.7 and 3.8 of the SoW Annex A. This will specifically include the provision of blueprints with dimensions, photographs, cooling requirements, mounting points, as well as the commented results of already performed environmental and EMI/EMC test results.
- 3.5.6.18. The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed system will meet the **safety requirements** as described in Sections 3.9 of the SoW Annex A.

3.5.6.19. The Bidder shall provide the **detailed list of all equipment** that he proposes to deliver as part of his Bid, including suppliers' name, models, and part numbers.

3.5.7. **Section 4: In-Service Support post Warranty [Evaluated OPTION]**

3.5.7.1. The Bidder shall provide a **bid version post Warranty In-Service Support Plan (ISSP)** (starting at the end of the Warranty period for a 5-year period), describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the post warranty ISSP shall include an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in Sections 4.12 to 4.14 of the SoW vs relevant ISSP paragraphs. The draft version of the ISSP shall be at least 20 pages and no more than 40 pages.

3.5.7.2. The Bidder shall provide a **bid version post Warranty In-Service Support Monthly Report** as detailed in Section 4.14 of the SOW describing in detail each relevant content.

SECTION 4 BID EVALUATION

4.1. General

- 4.1.1. The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2. The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.
- 4.1.3. All administratively compliant Bids will be reviewed for price compliancy. The Contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this IFB.
- 4.1.4. The evaluation of Bids and the determination as to the compliance will be based only on that information furnished by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the Bid.
- 4.1.5. The Bidder shall furnish with its Bid all information requested by the Purchaser in Book I, Section 3, Bid Preparation Instructions. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.6. During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the Bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of the Bid regarding technical matters and shall not make any change to the price proposal at any time.
- 4.1.7. The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the Bid to be deemed non-compliant.
- 4.1.8. Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the Bid as written. Therefore, Bidders shall assume that significant inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid, and/or cursory submissions, may result in a determination of non-compliance without recourse to further clarification.

- 4.1.9. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed Key Personnel. This includes the right to validate, by physical inspection, the facilities and assets of proposed Subcontractors, as well as interview Subcontractor's proposed personnel. The Bidder shall be responsible for providing access to its own or Subcontractors' facilities and personnel.
- 4.1.10. The Contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this IFB. The evaluation will be conducted in accordance with NATO Bidding Procedures as set forth in document AC/4-D/2261 (1996 Edition). Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which only the Technical Proposal of the lowest priced Bid is evaluated for compliance with the requirements of the IFB. The Bidder who has offered the lowest priced, technically compliant Bid will then be offered the Contract for award.
- 4.1.11. Failure to satisfy any of the bidding requirements may result in a determination of non-compliance for the entire Bid.

4.2. Administrative Evaluation Criteria

- 4.2.1. Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid submission requirements of this IFB. These are as follows:
- a) The Bid was received by the Bid Closing Date and Time (Para 2.3);
 - b) The Bid was submitted and marked properly (Para 3.2);
 - c) The Bid Administrative Package contains all the requested signed electronic copies of the required Certificates in ANNEX B – PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES hereto (Para 3.3). The text of the certificates was not altered in any way, and the certificates contain the required attachments.
- 4.2.2. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3. If it is discovered, during either the Technical or Price evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid.

4.3. Price Evaluation Criteria

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

- 4.3.1.1. The Price Proposal meets the requirements for preparation and submission of the Price Proposal set forth in the Bid Preparation Section (Book I, Section 3) and the Instructions for Preparation of Bidding Sheets (Annex A-1 hereto), in particular:
- a) The Price Proposal is prepared and submitted in the form required under Para. 3.4
 - b) Price Bid has been prepared by completing the yellow highlighted sections of the Bidding Sheets.
- 4.3.1.2. The Price Proposal meets the requirements for adequacy, accuracy, traceability and completeness of detailed pricing information, in particular:
- a) The Bidder has furnished Firm Fixed Prices for all items listed as required under Para. 3.4.5.
 - b) All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
 - c) Bid prices include all costs for items supplied, delivered, and supported.
 - d) All prices have been accurately entered into appropriate columns, and accurately totalled.
 - e) The Bidder has provided accurate unit price (where required) and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
 - f) The Bidder has provided accurate unit price and total price of each of the sub-items it added (if any).
 - g) The totals per CLIN and the bid grand total are accurate.
 - h) The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
 - i) The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section 3, paragraph 3.4.8 are met.
 - j) The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
 - k) Price quotes for each individual item(s), and totaled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
 - l) Detailed pricing information has been provided and is adequate, traceable, and complete.

- 4.3.1.3. The Price Proposal meets requirements for price realism and balance as described below in paragraph 4.3.4.
- 4.3.1.4. The Price Proposal does not contain any comments which are conditional in nature, relative to the offered prices.
- 4.3.2. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.3. **Determination of Lowest Firm Fixed Price**
- 4.3.3.1. General: In order to determine the lowest offered price the Purchaser will convert all prices quoted into Euros for purposes of comparison. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the "European Central Bank" at close of business on the last working day preceding the Bid Closing Date.
- 4.3.3.2. **Basis of Price Comparison:** The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date. The price comparison will be based on the offered Grand Total, which includes all CLINs (base and optional evaluated years) in the Bidding Sheets.
- 4.3.3.3. The Price evaluation will be based on the summation of CLINs and Optional CLINs marked as 'Evaluated' in the Bidding Sheets. The price for each CLIN will be based on the notional quantity loading multiplied by the unit prices provided by the Bidder.
- 4.3.3.4. Bidders should note that the quantities indicated in the Bidding Sheets are for the purpose of evaluation only and do not represent a firm commitment of the Purchaser to order the stated quantities.
- 4.3.4. **Price Realism**
- 4.3.4.1. In the event that the successful Bidder has submitted a price proposal that is less than two-thirds of the average of the remaining Bids compliant with administrative and price evaluation criteria, the Host Nation must ensure that the successful Bidder has not artificially reduced the offered price to assure Contract award.
- 4.3.4.2. Indicators of an unrealistically low bid may be the following, amongst others:
- a) Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed;
 - b) Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material;
 - c) Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

- 4.3.4.3. As such, the Purchaser will request the Bidder to provide clarification of the Bid and will inform the national delegation of the Bidder if required. In this regard, the Bidder shall provide an explanation to both the Purchaser and their national delegation on the basis of one of the reasons as described in paragraph 4.3.4.4 below.
- 4.3.4.4. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the Bid in this regard and the Bidder shall provide explanation on one of the following basis:
- a) An error was made in the preparation of the Price Proposal. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Proposal that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either:
 - I. Remain in the competition and accept the Contract at the offered price; or
 - II. To withdraw from the competition.
 - b) The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of the Bidder's performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
 - c) The Bidder recognises that the submitted Price Proposal is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.3.4.5. If a Bidder fails to submit a comprehensive and convincing explanation on one of the bases above, the Purchaser may determine the Bid to be non-compliant, and the Bidder will so be notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261(1996 Edition). Non-compliance for reasons of bid realism is a basis for lodging a complaint under the dispute procedure.
- 4.3.4.6. If the Bidder responds on the basis of paragraph 4.3.4.4 subparagraph a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw with or without penalty.
- 4.3.4.7. If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.3.4.4, subparagraph a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.3.4.4 subparagraph c) above, the Bidder shall agree that the supporting pricing data submitted with the Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

- 4.3.4.8. If the Bidder presents a convincing rationale pursuant to paragraph 4.3.4.4 subparagraph b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4. Technical Evaluation Criteria

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

4.4.2. **Technical Proposal**

- 4.4.2.1. The Bidder shall have provided a Technical Proposal Package which includes all of the information required in paragraphs 3.5.1 - 3.5.7.

Reference	Evaluation Criteria
Section 1 Corporate Information	
Book I Section 3.5.4.1	The Bidder shall have provided a Corporate Information Subsection describing the corporate structure of the Proposed Prime Contractor and the administration of the prospective Project within the overall corporate structure. It shall also have indicated the chain of authority within the Proposed Prime Contractor's organisation from the Project Manager to the Chief Executive Officer. The Bidder shall have described the corporate resources which are available to support the Project, and which are resident in the organisation of the Prime Contractor but not directly under the authority of the Project Manager. The Bidder shall have described the process by which the Project Manager may have access to these "in-house" corporate resources.
Book I Section 3.5.4.2 SOW Section 3 SOW Appendix F	The Bidder shall have provided the comprehensive curriculum vitae , with the job descriptions as per SoW Appendix F, for the Project Manager, the Technical Lead, the Test Director, the IPS Manager, the Training Manager, and the Configuration Manager proposed for this project. The Bidder shall have provided a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the experience of the individuals in managing procurement programmes of this magnitude. The narrative shall have also described the circumstances at which the Project Manager must refer decision making authority to the next level of corporate management.
Book I Section 3.5.4.3	The Bidder shall have provided a subsection which sets forth the current financial condition of the Proposed Prime Contractor, demonstrating that the Corporation has sufficient financial and capital resources to undertake the Project. In this subsection, the Bidder shall have stated whether or not he is now in receivership or has filed with legal authorities for protection from creditors. Where the Proposed Prime Contractor is a publicly held corporation, the Bidder shall have provided the latest quarterly or annual financial report which he issues to its shareholders. If the Proposed Prime Contractor has issued debt instruments such as corporate bonds or other credit devices, the Bidder shall have provided evidence of its current debt rating made by an independent third party assessor. The Purchaser does not ask for submissions containing confidential internal business analyses, projections, or strategies, but

	requires evidence available as public information that demonstrates that the Proposed Prime Contractor maintains a solid financial basis with which he may complete the Prospective Contract.
Book I Section 3.5.4.4	The Bidder shall have provided a subsection which identifies the items (assemblies, subassemblies) that are to be fabricated and the tasks that are to be performed by the corporate resources of the Proposed Prime Contractor. The Bidder shall have identified the location of the production facilities which will be utilised, and/or the source within the corporate organisation of the required services and expertise. For corporate production facilities, the Bidder shall have provided analytical evidence that adequate capacity exists in order that the required items be made within the time schedule of the Prospective Contract. The Bidder shall have shown existing capital assets and provided a detailed proposal of what additional equipment or facilities will be acquired or constructed in order to meet the Prospective Contract Schedule. The Bidder shall have further provided a description of any retooling efforts required and a time forecast of when these efforts can be completed.
Book I Section 3.5.4.5	The Bidder shall have provided a subsection which identifies its proposed Major Subcontractors for the Project. For purposes of this subsection, "proposed Major Subcontractors" refers to the criteria set forth in the General Provision of the Prospective Contract entitled "Subcontracts". The Bidder shall have identified the firm, the nation of origin, the estimated value of the subcontract and the major items (assemblies, sub-assemblies) and/or services that the proposed Subcontractor will be required to furnish. The Bidder shall have included a draft copy of the proposed Subcontract, as applicable. At a minimum, the Bidder shall have included a letter of intent from the proposed Subcontractor which details its willingness to enter into a Subcontract with the Bidder if the Bidder should receive award of the Prospective Contract and a summary of the supplies and/or services to be furnished by the Subcontractor.
Book I Section 3.5.4.6	With regard to Major Subcontracts, the Bidder shall have identified those subcontracted items (assemblies and sub-assemblies) and/or services which are considered to be on the "Critical Path" to meeting the delivery schedule of the Prospective Contract. For these subcontracted items and/or services, the Bidder shall have provided a rationale for the selection of the subcontracted vendor, and an analysis of the vendor. The Bidder shall have provided a description of possible alternative sources of supply should the selected Subcontractor fail to deliver the required items and/or services within the time schedule.
Book I Section 3.5.4.7	The Bidder shall have detailed the experience of the proposed Prime Contractor in the design, development, production, installation, and support of products with similar requirements to those for the MB-DSGTs in this IFB. Specifically, the Bidder shall have described systems that have been developed and successfully tested for military use within the last five (5) years. The Bidder shall have identified those systems that have been deployed, the number thereof, the name of their purchasers, the contract numbers, and a point of contact with the purchasers for reference.
Section 2 - Bid Version of the Project Management Plan (PMP)	
SOW Section 3.2	The bidder shall have provided a bid version of the PMP which shall have addressed each of the PMP sections , as requested in Section 3.2 of the SoW.

SOW Section 3.7	The bidder shall have provided a bid version of the PMP which shall have included the security clearance information for the personnel proposed for the project.
SOW Section 3.2	The bidder shall have provided a bid version of the PMP which shall have included a Project Overview , which shall have provided an executive summary of the offered equipment and services.
SOW Section 3.3	The bidder shall have provided a bid version of the PMP which shall have included a bid version of the Project Implementation Plan (PIP) , as requested in Section 3.3 of the SoW, which shall have defined how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.
SOW Section 3.3	The bid version of the PIP shall have covered all aspects of project implementation including management, schedules, personnel assignments and Project Controls, necessary to provide the MB-DSGT capabilities as required by the SoW.
SOW Section 3.3	The bid version of the PIP shall have been sufficiently detailed to ensure that the Purchaser is able to assess the Contractor's plans, capabilities, and ability to satisfactorily implement the entire Project in conformance with the requirements as specified in the SoW.
SOW Section 3.3.1	The bid version of the PIP shall have included a draft version of the Product Breakdown Structure (PBS) that shall have identified the physical outcomes of the project and defined all the products that the project has to produce.
SOW Section 3.3.2	The bid version of the PIP shall have included a draft version of the Project Work Breakdown Structure (PWBS) that shall have identified all the work required by the project scope, as well as all deliverables in terms of the work to be completed (including project management).
SOW Section 3.3.3	The bid version of the PIP shall have included a draft version of the Project Master Schedule (PMS) , including all contractual deliverables, their delivery dates and all the tasks associated with them.
SOW Section 3.3.4	The bid version of the PIP shall have included a draft version of the Risk Management Plan , including Risk Log.
SOW Section 3.3.5	The bid version of the PIP shall have included a draft version of the Issue Management Plan , including Issue Log.
SOW Section 3.3 MNG-37	The bidder shall have provided a bid version of the following Plans specific to specialist areas . The bidder may have included these in the bid version of the PIP, but as a separate section:
SOW Section 2.1	A draft version of the System Design Plan (SDP) having described the Bidder's approach to implementing the System Design activities as detailed in section 2.1 of the SoW.
SOW Section 2.5	A draft version of the System Installation Plan (SIP) having described the Bidder's approach to implementing the System Integration activities in fulfilment of the Training System requirements as detailed in section 2.5 of the SoW.
SOW Section 3.8	A draft version of the Documentation Plan (DP) having detailed how the Bidder shall fulfil all documentation requirements as per section 3.8 of the SoW.
SOW Section 4.1	A draft version of the Integrated Product Support Plan (IPSP) , as detailed in Section 4.1 of the SoW having described in detail each relevant content for each paragraph of the provided structure having demonstrated the concept, understanding (who, what, where, when, and how) and commitment of each activity. The draft version of the IPSP shall have included an annex with the traceability matrix to match

	coverage for all Integrated Product Support (IPS) requirements in the SoW section 4.1 to 4.11 vs relevant ISPS paragraphs. The draft version of the IPSP shall have been at least 20 pages and no more than 40 pages.
SOW Section 4.2 to 4.14	A Product Support Case that shall support the IPSP and ISSP having provided concise and precise answers to each requirement in a single document. The Product Support Case shall have been at least 40 pages and no more than 80 pages, and shall have provided sufficient detail for the following:
SOW Section 4.2	Reliability Availability Maintainability Testability (RAMT) Case Report , as detailed in Section 4.2 of the SoW, having described in detail each relevant content for each paragraph of the provided structure;
SOW Section 4.3	Failure Mode Effects and Criticality Analysis (FMECA) , as detailed in Section 4.3 of the SoW, having described in detail each relevant content for each paragraph of the provided structure;
SOW Section 4.4	Maintenance Task Analysis (MTA) , as detailed in Section 4.4 of the SoW, having described in detail each relevant content for each paragraph of the provided structure;
SOW Section 4.5	Level of Repair Analysis (LORA) , as detailed in Section 4.5 of the SoW, having described in detail each relevant content for each paragraph of the provided structure;
SOW Section 4.6	Obsolescence Report , as detailed in Section 4.6 of the SoW, having described in detail each relevant content; and
SOW Section 4.14	In-Service Support Monthly Report , as detailed in Section 4.14 of the SOW having described in detail each relevant content.
SOW Section 4.13	A draft version of the In-Service Support Plan (ISSP) , as detailed in Section 4.13 of the SoW, having described in detail each relevant content for each paragraph of the provided structure having demonstrated the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the ISSP shall have included an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in Sections 4.13 to 4.14 of the SoW vs relevant ISSP paragraphs. The draft version of the ISSP shall have been at least 20 pages and no more than 40 pages.
SOW Section 4.15	A draft version of the System Safety Program Plan (SSPP) , as detailed in Section 4.15 of the SoW, having described in detail each relevant content having demonstrated the content, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the SSPP shall have been at least 10 pages and no more than 20 pages.
SOW Section 5.1	A draft version of the Configuration Management Plan (CMP) , as detailed in Section 5.1 of the SoW, having described in detail each relevant content so as to have demonstrated the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the CMP shall have included an annex with a traceability matrix to match coverage for all Configuration Management requirements in Section 5 of the SoW vs relevant CMP paragraphs. The draft version of the CMP shall have been at least 10 pages and no more than 20 pages.
SOW Section 6	A draft version of the Project Master Test Plan (PMTTP) to have complied with the Testing, Verification, Validation and Assurance requirements set forth in Section 6 of the SoW. The draft PMTTP shall

	have included a draft Requirements Traceability Matrix (RTM) and the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
SOW Section 7	A draft version of the Quality Assurance Plan (QAP) that shall have described how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SoW (quality assurance processes, performance and conformity).
SOW Section 4.11	The Bidder shall have detailed the full range of Warranty and In-Service Support (ISS) services to be provided throughout the implementation period up to one year after FSA as described in Section 4.11 of the SoW
Section 3 - Technical Description	
SOW Annex A SRS	The Bidder shall have provided a technical description of the provided equipment and systems , having demonstrated and substantiated the compliance to the Annex A of SoW (SRS) per the instructions included herein.
SOW Annex A SRS	The Bidder shall have provided a Technical Description Section of the Technical Proposal Package which shall provide detailed information of the specific existing system and/or subsystem(s) which have been developed and successfully tested for military use within the last five (5) years and that will be used as basis for the requirements in this IFB. The Bidder shall have described the similarities and differences of this specific system design with the system required under this IFB. The Bidder shall have indicated whether the production line for the previous equipment is still open, and if not, how long it would take to start up production.
SOW Annex A SRS	The Bidder shall have indicated in his offer the heritage of the equipment he is proposing, especially whether it is derived from a national and/or an international program, and/or whether to the best of his knowledge it has been deployed in a military operation or exercises in various remote areas of the world.
SOW Annex A SRS	The Bidder shall have provided a documented Design that shows his understanding of the contractual technical requirements for the MB-DSGT, and the Bidder shall have demonstrated that he would meet all these requirements with his proposed Design.
SOW Annex A SRS	This Design shall have included a description of the physical layout and structural features of all components (included in this IFB) of the MB-DSGT, including drawings, diagrams, and specifications as to convincingly demonstrate that the proposed equipment would meet the requirements as set forth in the Prospective Contract. Failure to have provided detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.
SOW Annex A SRS	The Bidder shall have shown in his Design how he intends to integrate and implement his proposed products and/or systems. The Bidder shall have provided additional detailed information on how he would integrate the Purchaser Furnished Equipment (PFE).
SOW Annex A SRS	The Bidder shall have detailed the major changes / modifications to the existing system , necessary to comply with the requirements in this IFB. Furthermore, the Bidder shall have provided predicted performance characteristics and specifications based on engineering analysis and/or extrapolations from previous data. The Bidder shall have also addressed

	the major equipment/assembly/sub-assembly interfaces, indicating those which have been proven through existing products and those which would have to be modified, or designed anew.
SOW Annex A SRS	The Bidder shall have provided detailed functional and system block diagrams of the proposed solution with all external and internal interfaces and test points.
SOW Annex A SRS	The Bidder shall have provided a completed Technical Proposal Cross-Reference/Compliance Table from Annex C of Book I , including a cross reference to the respective Sections/Paragraphs of the Technical Proposal where the associated substantiating information can be found. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.
SOW Annex A SRS Sections 3.1 and 3.2	The Bidder shall have included detailed descriptions and information as to convincingly demonstrate that the proposed equipment/system would meet the functional and performance requirements listed in Sections 3.1 and 3.2 of SoW Annex A.
SOW Annex A SRS Sections 3.1 and 3.2	Emphasis shall have been brought on the frequency bands, transmit and receive chain performances (including phase noise), antenna polarization ratio, antenna radiation pattern, tracking capability, parameters stability, parameters degradation due to satellite tracking under all operating modes, performance in harsh environmental conditions, solution flexibility and technology. Furthermore, key performance parameters shall have included, but were not limited to terminal Figure of Merit (G/T), antenna mid-band gains, EIRP, receive dynamic range, amplitude and group delay variations, transmit-to-receive isolation and filtering. All parameters shall have been substantiated with all necessary information for the Purchaser to determine the correctness of the announced performance. Such information shall have been provided for all subsystems and equipment that support the transmission and the reception functions.
SOW Annex A SRS Sections 3.1 and 3.2	The Bidder shall have specified in the Bid documentation the nature of the power amplifier and what was the suitable back-off power to ensure suitable amplifier linearity with single and equally powered dual carriers.
SOW Annex A SRS Sections 3.1 and 3.2	The Bidder shall have detailed all the antenna tracking modes he proposes, with associate performance.
SOW Annex A SRS Section 3.3	The Bidder shall have included detailed descriptions and information of all system parameters as to convincingly demonstrate that the proposed system will meet the requirements listed in the Deployability Requirements Section 3.3 of the SoW Annex A. Emphasis shall have been brought on the easy deployability and modularity of the system as well as size, weight and consumption figures.
SOW Annex A SRS Section 3.3	The Bidder shall have provided a detailed breakdown of size, weight, and power consumption of all his subsystems , individually and aggregated at case and equipment levels, in order to appreciate the compliance with the overall required specifications.
SOW Annex A SRS Section 3.4	The Bidder shall have included detailed descriptions and information of all system interfaces as to convincingly demonstrate that the proposed system will meet the requirements listed in the Interface Requirements Section 3.4 of the SoW Annex A. The provided information shall have specifically encompassed the local man-machine interface

	available from the front panel (where applicable) and from the monitoring and control interface. A preliminary ICD (Interface Control Document) and IDD (Interface Design Document) shall have been provided.
SOW Annex A SRS Sections 3.7 and 3.8	The Bidder shall have included detailed descriptions and information as to have convincingly demonstrated that the proposed system will meet the requirements as described in the Environmental and EMI/EMC Requirements Sections 3.7 and 3.8 of the SoW Annex A. This will have specifically included the provision of blueprints with dimensions, photographs, cooling requirements, mounting points, as well as the commented results of already performed environmental and EMI/EMC test results.
SOW Annex A SRS Section 3.9	The Bidder shall have included detailed descriptions and information as to have convincingly demonstrated that the proposed system will meet the safety requirements as described in Sections 3.9 of the SoW Annex A.
SOW Annex A SRS	The Bidder shall have provided the detailed list of all equipment that he proposes to deliver as part of his Bid, including suppliers' name, models, and part numbers.
Section 4 – In-Service Support post Warranty [Evaluated OPTION]	
SOW Section 4.12 to 4.14	The Bidder shall have provided a bid version post Warranty In-Service Support Plan (ISSP) (starting at the end of the Warranty period for a 5-year period), having described in detail each relevant content for each paragraph of the provided structure having demonstrated the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the post warranty ISSP shall have included an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in Sections 4.12 to 4.14 of the SoW vs relevant ISSP paragraphs. The draft version of the ISSP shall have been at least 20 pages and no more than 40 pages.
SOW Section 4.14	The Bidder shall have provided a bid version post Warranty In-Service Support Monthly Report , as detailed in Section 4.14 of the SOW having described in detail each relevant content.

ANNEX A – BIDDING SHEETS

Annex A-1: Instructions for the Preparation of the Bidding Sheets

Annex A-2: Bidding Sheets

Annex A-3: Contractor Pricing Summary

Annex A-1. Instructions for the Preparation of the Bidding Sheets

1. INTRODUCTION

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

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

2. GENERAL REQUIREMENTS

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

The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted.

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

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

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

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

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

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

3. INSTRUCTIONS FOR COMPLETION OF BIDDING SHEETS

A. COMPLETING SECTION 1 (Offer Summary Sheets)

Bidders are to complete the Offer Summary sheets (tab "Offer Summary") by providing the grand totals from the CLIN Summary sheets (tab "CLIN Summary") in the corresponding lines on the Offer Summary Sheets.

B. COMPLETING SECTION 2 (CLIN Summary Sheets)

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

B.1 Filling the CLIN Summary Sheets

Bidders shall fill in the CLIN summary sheets (tab "CLIN Summary") based on the information provided in the detailed Bidding Sheets (tabs referring to Labour, Material, Travel, ODC, and Rates). The detailed Bidding Sheets are broken down in to the categories listed in Section C. Bidders are expected to aggregate the prices in the detailed Bidding Sheets that make up the line items in the CLIN Summary Sheets. The line items in the CLIN Summary Sheets shall be all **INCLUSIVE** of the price being bid in order to fulfil the requirement for the line items in the CLIN Summary Sheets. Bidders shall make sure that the total price indicated in the detailed Bidding Sheet (tabs referring to Labour, Material, Travel, ODC, and Rates) matches the price stated in the CLIN Summary Sheet for the same corresponding CLIN or sub-CLIN. The Grand total on the CLIN Summary Sheets must be traceable to the Offer Summary Sheets.

C. COMPLETING SECTION 3 (CLIN Detailed Sheets: Labour, Material, Travel, ODC, Rates)

Bidders are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation. The Bidder shall use the separate Sheets as provided. Change the currency (drop down) in the dedicated column of the CLIN Detailed Sheets for each sub-CLIN.

C.1 LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed. Profit shall be added on top of labour extended cost and expat allowance (if applicable), to derive fully burdened cost.

C.2 MATERIAL

Show the material/ software by year and quantity as detailed as possible. Profit shall be added on top of extended cost to derive fully burdened cost.

C.3 TRAVEL

Show the number of travels, people, days per trip, cost per roundtrip, and per diem. Profit shall be added on top of extended cost to derive total cost.

C.4 ODC

Show detailed information related to other direct costs. Profit shall be added on top of extended cost to derive total cost.

C.5 RATES

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

D. GRAND TOTAL

This is the Bidders final Firm Fixed Price total for the identified CLIN or sub-CLIN and should match the price entered in the corresponding CLIN Summary Sheets in Section 2 of the Bidding Sheets.

E. SPECIAL INSTRUCTIONS

All CLINs and Optional CLINs shall be priced at the lowest sub-CLIN level and rolled up to the next highest sub-CLIN or CLIN level.

CLINs marked as "NSP" are not separately priced. The price for these CLINs and sub-CLINs are expected to be included in the price for the other services.

Annex A-2. Bidding Sheets

The Bidding Sheets are contained in the electronic file "*IFB-CO-115415-DSGT_Bidding-Sheets.xls*" submitted as part of this IFB.

Annex A-3. Contractor Pricing Summary

On behalf of the firm stated below I hereby offer the Purchaser the services and deliverables (collectively referred as "ITEMS") set forth in the attached schedules¹, at the specified prices, and subject to the terms and conditions stated in IFB-CO-115415-DSGT.

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Bidding Sheets (the Schedule of Supplies and Services) under Annex A-2.

ANNEX B – PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES

Annex B-1 Certificate of Legal Name of Bidder

Annex B-2 Acknowledgement of Receipt of IFB Amendments

Annex B-3 Certificate of Independent Determination

Annex B-4 Certificate of Bid Validity

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

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

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

Annex B-8 List of Prospective Subcontractors

Annex B-9 Certificate of Origin of Equipment, Services, and Intellectual Property

Annex B-10 Certificate of Compliance with AQAP 2110, ISO 9001 or equivalent standards

Annex B-11 List of Key Personnel (including Subcontractor Personnel)

Annex B-12 List of Bidder, Subcontractor and Third Party Background IPR

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

Annex B

Annex B-1. Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS:

E-MAIL ADDRESS: _____

BOA N° (IF AVAILABLE): _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

I hereby declare that the Bidder is a *[please state whether National Public or Commercial]* telecommunication operator incorporated in one of the NATO Member Nations and which complies with the national and EU (where applicable) regulatory framework. The Bidder holds the relevant licences and authorisations to operate the services in the required territories.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

a. We have read and fully understand all documentation issued as part of Invitation for Bid IFB-CO-115415-DSGT. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract. I also certify to the best of my expert knowledge that this Bid is within the "state of art" boundaries as they exist at the time of bidding for this project.

b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;

c. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor*; and

d. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

Each person signing this Bid shall also certify that:

- I. (S)he is the person in the Bidder's organisation responsible within that organisation for the decision as to the Bid and that (s)he has not participated and will not participate in any action contrary to b. through d. above, or
- II. (S)he is not the person in the Bidder's organisation responsible within that organisation for the Bid but that (s)he 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 b. through d. above, and as their agent does hereby so certify, and
- III. (S)he has not participated and will not participate in any action contrary to b. through d. above.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

Annex B-4. Certificate of Bid Validity

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

ANNEX B-7. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

I, the undersigned, as an authorised representative of _____, certify the following statement:

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

These supplemental agreements are listed as follows:
(insert list of supplemental agreements or specify "none")

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

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-8. List of Prospective Subcontractors

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

⁴ As per Book I Para. 3.3.3.8, the estimated value shall be traceable in the Bidding Sheets of the Bid.

Annex B-9. Certificate of Origin of Equipment, Services, and Intellectual Property

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

(a) None of the work, including project design, labour and services, shall be performed other than by firms from and within an eligible NATO Participating Countries;

(b) No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within an eligible NATO Participating Country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity)*; and

(c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or Governments other than within the eligible NATO Participating Countries.

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-10.

Certificate of Compliance with AQAP 2110, ISO 9001 or equivalent standards

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

A copy of the quality certification is attached herewith.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-11. List of Key Personnel (including Subcontractor Personnel)

Role	SOW Reference	Labour Category / Position within Organisation	Name	Designation Period*	Subcontractor Name**
Project Manager			Mr/Ms ...		
Technical Lead					
Test Director					
IPS Manager					
Training Manager					
Configuration Manager					
For Bidder to propose any other Key Personnel					

* For example, EDC until Contract expiration date

** In case the proposed personnel is not directly employed by the Bidder

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-12. List of Bidder, Subcontractor and Third Party Background IPR

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

- a) The Contractor, Subcontractor⁵ and Third Party Background IPR⁶ specified in the table below will be used for the purpose of carrying out work pursuant to the Prospective Contract⁷.

ITEM	IPR DESCRIPTION	SUBCONTRACTOR / THIRD PARTY NAME AND COUNTRY OF REGISTRATION*	PURPOSE OF USE ⁸
1			
2			
3			
...			

* If applicable

- b) The stated Bidder has and will continue to have, for the duration of the Prospective Contract, all necessary rights in and to the Background IPR specified above necessary to perform the Contractor's obligations under the Contract.
- c) The Background IPR stated above complies with the terms specified in Clauses 29 and 30 of NCI Agency Contract General Provisions.
- d) The intellectual property rights to all design documentation and related system operating software resides in NATO Participating Countries, and no license fees or royalty charges will be paid by the Bidder to firms, individuals or Governments other than within the eligible **NATO Participating Countries**.

Date

Signature of Authorised Representative

Printed Name

Title

Company

⁵ The definition of Subcontractor as per Prospective Contract General Provisions Clause 2.36: 'Any person or legal entity directly or indirectly under Sub-Contract to the Contractor in performance of this Contract'.

⁶ The definitions of IPR, Contractor Background IPR and Third Party IPR are provided under Prospective Contract General Provisions Clauses 2.8, 2.20 and 2.37.

⁷ Indicate solely items the provision of which is necessary for the purpose of installing, maintaining and regularly operating the system (i.e. development environment, testing environment etc. items shall not be included).

⁸ Provide the relevant deliverable or service by specifying the CLIN or SOW requirement.

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

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

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

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

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

Employee Name	Former NCIA Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017

Article 14 PROCUREMENT AND CONTRACTORS

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or Contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related Contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a Contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

a) INDUSTRY INITIATIVES

- a. 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.

- b. 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.
- c. 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.

b) POST EMPLOYMENT MEASURES

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

behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.

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

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ANNEX C – TECHNICAL PROPOSAL CROSS REFERENCE MATRIX TABLE

Bidders shall complete the column “Bid Ref” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, paragraph, table (if applicable), page number etc. One copy each of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Technical Proposal Package. The Cross Reference/Compliance

Table I: MB-DSGT PROPOSAL CROSS REFERENCE MATRIX

BI Section 3 Ref	Instruction	SoW Ref	BI Section 4 Ref	Evaluation Criteria	Bid Ref	Compliant Y/N
3.5.4	Section 1: Corporate Information		4.4 Table			
3.5.4.1	A Corporate Information subsection shall be provided and describe the corporate structure of the Proposed Prime Contractor and the administration of the prospective Project within the overall corporate structure. It shall also indicate the chain of authority within the Proposed Prime Contractor’s organisation from the Project Manager to the Chief Executive Officer. The Bidder shall describe the corporate resources which are available to support the Project, and which are resident in the organisation of the Prime Contractor but		4.4 Table	The Bidder shall have provided a Corporate Information Subsection describing the corporate structure of the Proposed Prime Contractor and the administration of the prospective Project within the overall corporate structure. It shall also have indicated the chain of authority within the Proposed Prime Contractor’s organisation from the Project Manager to the Chief Executive Officer. The Bidder shall have described the corporate resources which are available to support the Project, and which are resident in the organisation of the		

	not directly under the authority of the Project Manager. The Bidder shall describe the process by which the Project Manager may have access to these “in-house” corporate resources.			Prime Contractor but not directly under the authority of the Project Manager. The Bidder shall have described the process by which the Project Manager may have access to these “in-house” corporate resources.		
3.5.4.2	The Bidder shall provide the comprehensive curriculum vitae , with the job descriptions as per SoW Appendix F, for the Project Manager, the Technical Lead, the Test Director, the IPS Manager, the Training Manager, and the Configuration Manager proposed for this project. The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the experience of the individuals in managing procurement programmes of this magnitude. The narrative shall also describe the circumstances at which the Project Manager must refer decision making authority to the next level of corporate management.	Section 3 Appendix F	4.4 Table	The Bidder shall have provided the comprehensive curriculum vitae , with the job descriptions as per SoW Appendix F, for the Project Manager, the Technical Lead, the Test Director, the IPS Manager, the Training Manager, and the Configuration Manager proposed for this project. The Bidder shall have provided a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the experience of the individuals in managing procurement programmes of this magnitude. The narrative shall have also described the circumstances at which the Project Manager must refer decision making authority to the next level of corporate management.		
3.5.4.3	The Bidder shall provide a subsection which sets forth the current financial condition of the Proposed Prime Contractor, demonstrating that the Corporation has sufficient financial and capital resources to undertake the Project. In this subsection, the Bidder shall state whether or not he is now in receivership or has filed with legal authorities for protection from creditors.		4.4 Table	The Bidder shall have provided a subsection which sets forth the current financial condition of the Proposed Prime Contractor, demonstrating that the Corporation has sufficient financial and capital resources to undertake the Project. In this subsection, the Bidder shall have stated whether or not he is now in receivership or has filed with legal authorities for protection from creditors.		

	Where the Proposed Prime Contractor is a publicly held corporation, the Bidder shall provide the latest quarterly or annual financial report which he issues to its shareholders. If the Proposed Prime Contractor has issued debt instruments such as corporate bonds or other credit devices, the Bidder shall provide evidence of its current debt rating made by an independent third party assessor. The Purchaser does not ask for submissions containing confidential internal business analyses, projections, or strategies, but requires evidence available as public information that demonstrates that the Proposed Prime Contractor maintains a solid financial basis with which he may complete the Prospective Contract.			Where the Proposed Prime Contractor is a publicly held corporation, the Bidder shall have provided the latest quarterly or annual financial report which he issues to its shareholders. If the Proposed Prime Contractor has issued debt instruments such as corporate bonds or other credit devices, the Bidder shall have provided evidence of its current debt rating made by an independent third party assessor. The Purchaser does not ask for submissions containing confidential internal business analyses, projections, or strategies, but requires evidence available as public information that demonstrates that the Proposed Prime Contractor maintains a solid financial basis with which he may complete the Prospective Contract.		
3.5.4.4	The Bidder shall provide a subsection which identifies the items (assemblies, subassemblies) that are to be fabricated and the tasks that are to be performed by the corporate resources of the Proposed Prime Contractor. The Bidder shall identify the location of the production facilities which will be utilised, and/or the source within the corporate organisation of the required services and expertise. For corporate production facilities, the Bidder shall provide analytical evidence that adequate capacity exists in order that the required items be made within the time		4.4 Table	The Bidder shall have provided a subsection which identifies the items (assemblies, subassemblies) that are to be fabricated and the tasks that are to be performed by the corporate resources of the Proposed Prime Contractor. The Bidder shall have identified the location of the production facilities which will be utilised, and/or the source within the corporate organisation of the required services and expertise. For corporate production facilities, the Bidder shall have provided analytical evidence that adequate capacity exists in order that the required items be made within the time		

	<p>schedule of the Prospective Contract. The Bidder shall show existing capital assets and provide a detailed proposal of what additional equipment or facilities will be acquired or constructed in order to meet the Prospective Contract Schedule. The Bidder shall further provide a description of any retooling efforts required and a time forecast of when these efforts can be completed.</p>			<p>schedule of the Prospective Contract. The Bidder shall have shown existing capital assets and provided a detailed proposal of what additional equipment or facilities will be acquired or constructed in order to meet the Prospective Contract Schedule. The Bidder shall have further provided a description of any retooling efforts required and a time forecast of when these efforts can be completed.</p>		
3.5.4.5	<p>The Bidder shall provide a subsection which identifies its proposed Major Subcontractors for the Project. For purposes of this subsection, “proposed Major Subcontractors” refers to the criteria set forth in the General Provision of the Prospective Contract entitled “Subcontracts”. The Bidder shall identify the firm, the nation of origin, the estimated value of the subcontract and the major items (assemblies, sub-assemblies) and/or services that the proposed Subcontractor will be required to furnish. The Bidder shall include a draft copy of the proposed Subcontract, as applicable. At a minimum, the Bidder shall include a letter of intent from the proposed Subcontractor which details its willingness to enter into a Subcontract with the Bidder if the Bidder should receive award of the Prospective Contract and a summary of the supplies and/or services to be furnished by the Subcontractor.</p>		4.4 Table	<p>The Bidder shall have provided a subsection which identifies its proposed Major Subcontractors for the Project. For purposes of this subsection, “proposed Major Subcontractors” refers to the criteria set forth in the General Provision of the Prospective Contract entitled “Subcontracts”. The Bidder shall have identified the firm, the nation of origin, the estimated value of the subcontract and the major items (assemblies, sub-assemblies) and/or services that the proposed Subcontractor will be required to furnish. The Bidder shall have included a draft copy of the proposed Subcontract, as applicable. At a minimum, the Bidder shall have included a letter of intent from the proposed Subcontractor which details its willingness to enter into a Subcontract with the Bidder if the Bidder should receive award of the Prospective Contract and a summary of the supplies and/or services to be furnished by the Subcontractor.</p>		

<p>3.5.4.6</p>	<p>With regard to Major Subcontracts, the Bidder shall identify those subcontracted items (assemblies and sub-assemblies) and/or services which are considered to be on the “Critical Path” to meeting the delivery schedule of the Prospective Contract. For these subcontracted items and/or services, the Bidder shall provide a rationale for the selection of the subcontracted vendor, and an analysis of the vendor. The Bidder shall provide a description of possible alternative sources of supply should the selected Subcontractor fail to deliver the required items and/or services within the time schedule.</p>		<p>4.4 Table</p>	<p>With regard to Major Subcontracts, the Bidder shall have identified those subcontracted items (assemblies and sub-assemblies) and/or services which are considered to be on the “Critical Path” to meeting the delivery schedule of the Prospective Contract. For these subcontracted items and/or services, the Bidder shall have provided a rationale for the selection of the subcontracted vendor, and an analysis of the vendor. The Bidder shall have provided a description of possible alternative sources of supply should the selected Subcontractor fail to deliver the required items and/or services within the time schedule.</p>		
<p>3.5.4.7</p>	<p>The Bidder shall detail the experience of the proposed Prime Contractor in the design, development, production, installation, and support of products with similar requirements to those for the MB-DSGTs in this IFB. Specifically, the Bidder shall describe systems that have been developed and successfully tested for military use within the last five (5) years. The Bidder shall identify those systems that have been deployed, the number thereof, the name of their purchasers, the contract numbers, and a point of contact with the purchasers for reference.</p>		<p>4.4 Table</p>	<p>The Bidder shall have detailed the experience of the proposed Prime Contractor in the design, development, production, installation, and support of products with similar requirements to those for the MB-DSGTs in this IFB. Specifically, the Bidder shall have described systems that have been developed and successfully tested for military use within the last five (5) years. The Bidder shall have identified those systems that have been deployed, the number thereof, the name of their purchasers, the contract numbers, and a point of contact with the purchasers for reference.</p>		

3.5.5	Section 2: Bid Version of the Project Management Plan (PMP) as detailed in the SOW		4.4 Table			
3.5.5.1	The bidder shall provide a bid version of the PMP which shall address each of the PMP sections , as requested in Section 3.2 of the SoW.	Section 3.2	4.4 Table	The bidder shall have provided a bid version of the PMP which shall have addressed each of the PMP sections , as requested in Section 3.2 of the SoW.		
3.5.5.2	The bidder shall provide a bid version of the PMP which shall include the security clearance information for the personnel proposed for the project.	Section 3.7	4.4 Table	The bidder shall have provided a bid version of the PMP which shall have included the security clearance information for the personnel proposed for the project.		
3.5.5.3	The bidder shall provide a bid version of the PMP which shall include a Project Overview , which shall provide an executive summary of the offered equipment and services.	Section 3.2	4.4 Table	The bidder shall have provided a bid version of the PMP which shall have included a Project Overview , which shall have provided an executive summary of the offered equipment and services.		
3.5.5.4	The bidder shall provide a bid version of the PMP which shall include a bid version of the Project Implementation Plan (PIP) , as requested in Section 3.3 of the SoW, which shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.	Section 3.3	4.4 Table	The bidder shall have provided a bid version of the PMP which shall have included a bid version of the Project Implementation Plan (PIP) , as requested in Section 3.3 of the SoW, which shall have defined how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.		
3.5.5.4 a)	The bid version of the PIP shall cover all aspects of project implementation including management, schedules, personnel assignments and	Section 3.3	4.4 Table	The bid version of the PIP shall have covered all aspects of project implementation including management, schedules, personnel assignments and		

	Project Controls, necessary to provide the MB-DSGT capabilities as required by the SoW.			Project Controls, necessary to provide the MB-DSGT capabilities as required by the SoW.		
3.5.5.4 b)	The bid version of the PIP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor's plans, capabilities, and ability to satisfactorily implement the entire Project in conformance with the requirements as specified in the SoW.	Section 3.3	4.4 Table	The bid version of the PIP shall have been sufficiently detailed to ensure that the Purchaser is able to assess the Contractor's plans, capabilities, and ability to satisfactorily implement the entire Project in conformance with the requirements as specified in the SoW.		
3.5.5.4 c)	The bid version of the PIP shall include a draft version of the Product Breakdown Structure (PBS) that shall identify the physical outcomes of the project and define all the products that the project has to produce.	Section 3.3.1	4.4 Table	The bid version of the PIP shall have included a draft version of the Product Breakdown Structure (PBS) that shall have identified the physical outcomes of the project and defined all the products that the project has to produce.		
3.5.5.4 d)	The bid version of the PIP shall include a draft version of the Project Work Breakdown Structure (PWBS) that shall identify all the work required by the project scope, as well as all deliverables in terms of the work to be completed (including project management).	Section 3.3.2	4.4 Table	The bid version of the PIP shall have included a draft version of the Project Work Breakdown Structure (PWBS) that shall have identified all the work required by the project scope, as well as all deliverables in terms of the work to be completed (including project management).		
3.5.5.4 e)	The bid version of the PIP shall include a draft version of the Project Master Schedule (PMS) , including all contractual	Section 3.3.3	4.4 Table	The bid version of the PIP shall have included a draft version of the Project Master Schedule (PMS) , including all contractual		

	deliverables, their delivery dates and all the tasks associated with them.			deliverables, their delivery dates and all the tasks associated with them.		
3.5.5.4 f)	The bid version of the PIP shall include a draft version of the Risk Management Plan , including Risk Log.	Section 3.3.4	4.4 Table	The bid version of the PIP shall have included a draft version of the Risk Management Plan , including Risk Log.		
3.5.5.4 g)	The bid version of the PIP shall include a draft version of the Issue Management Plan , including Issue Log.	Section 3.3.5	4.4 Table	The bid version of the PIP shall have included a draft version of the Issue Management Plan , including Issue Log.		
3.5.5.4 h)	The bidder shall provide a bid version of the following Plans specific to specialist areas . The bidder may want to include these in the bid version of the PIP, but as a separate section:	Section 3.3 MNG-37	4.4 Table	The bidder shall have provided a bid version of the following Plans specific to specialist areas . The bidder may have included these in the bid version of the PIP, but as a separate section:		
3.5.5.4 h) 1)	A draft version of the System Design Plan (SDP) describing the Bidder's approach to implementing the System Design activities as detailed in section 2.1 of the SoW.	Section 2.1	4.4 Table	A draft version of the System Design Plan (SDP) having described the Bidder's approach to implementing the System Design activities as detailed in section 2.1 of the SoW.		
3.5.5.4 h) 2)	A draft version of the System Installation Plan (SIP) describing the Bidder's approach to implementing the System Integration activities in fulfilment of the Training System requirements as	Section 2.5	4.4 Table	A draft version of the System Installation Plan (SIP) having described the Bidder's approach to implementing the System Integration activities in fulfilment of the Training System requirements as		

	detailed in section 2.5 of the SoW.			detailed in section 2.5 of the SoW.		
3.5.5.4 h) 3)	A draft version of the Documentation Plan (DP) detailing how the Bidder shall fulfil all documentation requirements as per section 3.8 of the SoW.	Section 3.8	4.4 Table	A draft version of the Documentation Plan (DP) having detailed how the Bidder shall fulfil all documentation requirements as per section 3.8 of the SoW.		
3.5.5.4 h) 4)	A draft version of the Integrated Product Support Plan (IPSP) , as detailed in Section 4.1 of the SoW describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, where, when, and how) and commitment of each activity. The draft version of the IPSP shall include an annex with the traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SoW section 4.1 to 4.11 vs relevant ISPS paragraphs. The draft version of the IPSP shall be at least 20 pages and no more than 40 pages.	Section 4.1	4.4 Table	A draft version of the Integrated Product Support Plan (IPSP) , as detailed in Section 4.1 of the SoW having described in detail each relevant content for each paragraph of the provided structure having demonstrated the concept, understanding (who, what, where, when, and how) and commitment of each activity. The draft version of the IPSP shall have included an annex with the traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SoW section 4.1 to 4.11 vs relevant ISPS paragraphs. The draft version of the IPSP shall have been at least 20 pages and no more than 40 pages.		
3.5.5.4 h) 5)	A Product Support Case that shall support the IPSP and ISSP providing concise and	Section 4.2 to 4.14	4.4 Table	A Product Support Case that shall support the IPSP and ISSP having provided concise		

	precise answers to each requirement in a single document. The Product Support Case shall be at least 40 pages and no more than 80 pages, and shall provide sufficient detail for the following:			and precise answers to each requirement in a single document. The Product Support Case shall have been at least 40 pages and no more than 80 pages, and shall have provided sufficient detail for the following:		
3.5.5.4 h) 5) i.	Reliability Availability Maintainability Testability (RAMT) Case Report , as detailed in Section 4.2 of the SoW, describing in detail each relevant content for each paragraph of the provided structure;	Section 4.2	4.4 Table	Reliability Availability Maintainability Testability (RAMT) Case Report , as detailed in Section 4.2 of the SoW, having described in detail each relevant content for each paragraph of the provided structure;		
3.5.5.4 h) 5) ii.	Failure Mode Effects and Criticality Analysis (FMECA) , as detailed in Section 4.3 of the SoW, describing in detail each relevant content for each paragraph of the provided structure;	Section 4.3	4.4 Table	Failure Mode Effects and Criticality Analysis (FMECA) , as detailed in Section 4.3 of the SoW, having described in detail each relevant content for each paragraph of the provided structure;		
3.5.5.4 h) 5) iii.	Maintenance Task Analysis (MTA) , as detailed in Section 4.4 of the SoW, describing in detail each relevant content for each paragraph of the provided structure;	Section 4.4.	4.4 Table	Maintenance Task Analysis (MTA) , as detailed in Section 4.4 of the SoW, having described in detail each relevant content for each paragraph of the provided structure;		

3.5.5.4 h) 5) iv.	Level of Repair Analysis (LORA) , as detailed in Section 4.5 of the SoW, describing in detail each relevant content for each paragraph of the provided structure;	Section 4.5	4.4 Table	Level of Repair Analysis (LORA) , as detailed in Section 4.5 of the SoW, having described in detail each relevant content for each paragraph of the provided structure;		
3.5.5.4 h) 5) v.	Obsolescence Report , as detailed in Section 4.6 of the SoW, describing in detail each relevant content; and	Section 4.6	4.4 Table	Obsolescence Report , as detailed in Section 4.6 of the SoW, having described in detail each relevant content; and		
3.5.5.4 h) 5) vi.	In-Service Support Monthly Report , as detailed in Section 4.14 of the SOW describing in detail each relevant content.	Section 4.14	4.4 Table	In-Service Support Monthly Report , as detailed in Section 4.14 of the SOW having described in detail each relevant content.		
3.5.5.4 h) 6)	A draft version of the In-Service Support Plan (ISSP) , as detailed in Section 4.13 of the SoW, describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the ISSP shall include an annex with a traceability matrix to match coverage for all	Section 4.13	4.4 Table	A draft version of the In-Service Support Plan (ISSP) , as detailed in Section 4.13 of the SoW, having described in detail each relevant content for each paragraph of the provided structure having demonstrated the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the ISSP shall have included an annex with a traceability matrix to match coverage for all		

	Integrated Product Support (IPS) requirements in Sections 4.13 to 4.14 of the SoW vs relevant ISSP paragraphs. The draft version of the ISSP shall be at least 20 pages and no more than 40 pages.			Integrated Product Support (IPS) requirements in Sections 4.13 to 4.14 of the SoW vs relevant ISSP paragraphs. The draft version of the ISSP shall have been at least 20 pages and no more than 40 pages.		
3.5.5.4 h) 7)	A draft version of the System Safety Program Plan (SSPP) , as detailed in Section 4.15 of the SoW, describing in detail each relevant content demonstrating the content, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the SSPP shall be at least 10 pages and no more than 20 pages.	Section 4.15	4.4 Table	A draft version of the System Safety Program Plan (SSPP) , as detailed in Section 4.15 of the SoW, having described in detail each relevant content having demonstrated the content, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the SSPP shall have been at least 10 pages and no more than 20 pages.		
3.5.5.4 h) 8)	A draft version of the Configuration Management Plan (CMP) , as detailed in Section 5.1 of the SoW, describing in detail each relevant content so as to demonstrate the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the CMP shall include an annex with a traceability matrix to match coverage for all Configuration	Section 5.1	4.4 Table	A draft version of the Configuration Management Plan (CMP) , as detailed in Section 5.1 of the SoW, having described in detail each relevant content so as to have demonstrated the concept, understanding (who, what, when, where, and how) and commitment of each activity. The draft version of the CMP shall have included an annex with a traceability matrix to match coverage for all		

	Management requirements in Section 5 of the SoW vs relevant CMP paragraphs. The draft version of the CMP shall be at least 10 pages and no more than 20 pages.			Configuration Management requirements in Section 5 of the SoW vs relevant CMP paragraphs. The draft version of the CMP shall have been at least 10 pages and no more than 20 pages.		
3.5.5.4 h) 9)	A draft version of the Project Master Test Plan (PMTP) to comply with the Testing, Verification, Validation and Assurance requirements set forth in Section 6 of the SoW. The draft PMTP shall include a draft Requirements Traceability Matrix (RTM) and the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).	Section 6	4.4 Table	A draft version of the Project Master Test Plan (PMTP) to have complied with the Testing, Verification, Validation and Assurance requirements set forth in Section 6 of the SoW. The draft PMTP shall have included a draft Requirements Traceability Matrix (RTM) and the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).		
3.5.5.4 h) 10)	A draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of the SoW (quality assurance	Section 7	4.4 Table	The bid version of the PIP shall have included a draft version of the Quality Assurance Plan (QAP) that shall have described how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 7 of		

	processes, performance and conformity).			the SoW (quality assurance processes, performance and conformity).		
3.5.5.5	The Bidder shall detail the full range of Warranty and In-Service Support (ISS) services to be provided throughout the implementation period up to one year after FSA as described in Section 4.11 of the SoW	Section 4.11	4.4 Table	The Bidder shall have detailed the full range of Warranty and In-Service Support (ISS) services to be provided throughout the implementation period up to one year after FSA as described in Section 4.11 of the SoW		
3.5.6	Section 3: Technical Description		4.4 Table			
3.5.6.1	The bidder shall provide a technical description of the provided equipment and systems , demonstrating and substantiating the compliance to the Annex A of SoW (SRS) per the instructions included herein.	Annex A (SRS)	4.4 Table	The Bidder shall have provided a technical description of the provided equipment and systems , having demonstrated and substantiated the compliance to the Annex A of SoW (SRS) per the instructions included herein.		
3.5.6.2	The bidder shall provide a Technical Description Section of the Technical Proposal Package which shall provide detailed information of the specific existing system and/or subsystem(s) which have been developed and successfully tested for military use within the last five (5) years and that will be used as basis for the requirements in this IFB. The Bidder shall describe the similarities and differences of this specific system design with the system required under this IFB. The Bidder shall indicate whether the production line for the previous equipment is still open, and if	Annex A (SRS)	4.4 Table	The Bidder shall have provided a Technical Description Section of the Technical Proposal Package which shall provide detailed information of the specific existing system and/or subsystem(s) which have been developed and successfully tested for military use within the last five (5) years and that will be used as basis for the requirements in this IFB. The Bidder shall have described the similarities and differences of this specific system design with the system required under this IFB. The Bidder shall have indicated whether the production line for the previous equipment is still open, and if		

	not, how long it would take to start up production.			not, how long it would take to start up production.		
3.5.6.3	The Bidder shall indicate in his offer the heritage of the equipment he is proposing, especially whether it is derived from a national and/or an international program, and/or whether to the best of his knowledge it has been deployed in a military operation or exercises in various remote areas of the world.	Annex A (SRS)	4.4 Table	The Bidder shall have indicated in his offer the heritage of the equipment he is proposing, especially whether it is derived from a national and/or an international program, and/or whether to the best of his knowledge it has been deployed in a military operation or exercises in various remote areas of the world.		
3.5.6.4	The Bidder shall provide a documented Design that shows his understanding of the contractual technical requirements for the MB-DSGT, and the Bidder shall demonstrate that he will meet all these requirements with his proposed Design.	Annex A (SRS)	4.4 Table	The Bidder shall have provided a documented Design that shows his understanding of the contractual technical requirements for the MB-DSGT, and the Bidder shall have demonstrated that he would meet all these requirements with his proposed Design.		
3.5.6.5	This Design shall include a description of the physical layout and structural features of all components (included in this IFB) of the MB-DSGT, including drawings, diagrams, and specifications as to convincingly demonstrate that the proposed equipment will meet the requirements as set forth in the Prospective Contract. Failure to provide detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.	Annex A (SRS)	4.4 Table	This Design shall have included a description of the physical layout and structural features of all components (included in this IFB) of the MB-DSGT, including drawings, diagrams, and specifications as to convincingly demonstrate that the proposed equipment would meet the requirements as set forth in the Prospective Contract. Failure to have provided detailed technical information on any of the bidding requirements or omission of the critical information may result in a determination of non-compliance for the entire Bid.		

3.5.6.6	The Bidder shall show in his Design how he intends to integrate and implement his proposed products and/or systems. The Bidder shall provide additional detailed information on how he will integrate the Purchaser Furnished Equipment (PFE).	Annex A (SRS)	4.4 Table	The Bidder shall have shown in his Design how he intends to integrate and implement his proposed products and/or systems. The Bidder shall have provided additional detailed information on how he would integrate the Purchaser Furnished Equipment (PFE).		
3.5.6.7	The Bidder shall detail the major changes / modifications to the existing system , necessary to comply with the requirements in this IFB. Furthermore, the Bidder shall provide predicted performance characteristics and specifications based on engineering analysis and/or extrapolations from previous data. The Bidder shall also address the major equipment/assembly/sub-assembly interfaces, indicating those which have been proven through existing products and those which will have to be modified, or designed anew.	Annex A (SRS)	4.4 Table	The Bidder shall have detailed the major changes / modifications to the existing system , necessary to comply with the requirements in this IFB. Furthermore, the Bidder shall have provided predicted performance characteristics and specifications based on engineering analysis and/or extrapolations from previous data. The Bidder shall have also addressed the major equipment/assembly/sub-assembly interfaces, indicating those which have been proven through existing products and those which would have to be modified, or designed anew.		
3.5.6.8	The Bidder shall provide detailed functional and system block diagrams of the proposed solution with all external and internal interfaces and test points.	Annex A (SRS)	4.4 Table	The Bidder shall have provided detailed functional and system block diagrams of the proposed solution with all external and internal interfaces and test points.		
3.5.6.9	The Bidder shall provide a completed Technical Proposal Cross-Reference/Compliance Table from Annex C of Book I , including a cross reference to the respective Sections/Paragraphs of the Technical Proposal where the associated	Annex A (SRS)	4.4 Table	The Bidder shall have provided a completed Technical Proposal Cross-Reference/Compliance Table from Annex C of Book I , including a cross reference to the respective Sections/Paragraphs of the Technical Proposal where the associated		

	substantiating information can be found. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.			substantiating information can be found. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.		
3.5.6.10	The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed equipment/system will meet the functional and performance requirements listed in Sections 3.1 and 3.2 of SoW Annex A.	Annex A (SRS) Sections 3.1 and 3.2	4.4 Table	The Bidder shall have included detailed descriptions and information as to convincingly demonstrate that the proposed equipment/system would meet the functional and performance requirements listed in Sections 3.1 and 3.2 of SoW Annex A.		
3.5.6.11	Emphasis shall be brought on the frequency bands, transmit and receive chain performances (including phase noise), antenna polarization ratio, antenna radiation pattern, tracking capability, parameters stability, parameters degradation due to satellite tracking under all operating modes, performance in harsh environmental conditions, solution flexibility and technology. Furthermore, key performance parameters shall include, but are not limited to terminal Figure of Merit (G/T), antenna mid-band gains, EIRP, receive dynamic range, amplitude and group delay variations, transmit-to-receive isolation and filtering. All parameters shall be substantiated with all necessary information for the Purchaser to determine the correctness of the	Annex A (SRS) Sections 3.1 and 3.2	4.4 Table	Emphasis shall have been brought on the frequency bands, transmit and receive chain performances (including phase noise), antenna polarization ratio, antenna radiation pattern, tracking capability, parameters stability, parameters degradation due to satellite tracking under all operating modes, performance in harsh environmental conditions, solution flexibility and technology. Furthermore, key performance parameters shall have included, but were not limited to terminal Figure of Merit (G/T), antenna mid-band gains, EIRP, receive dynamic range, amplitude and group delay variations, transmit-to-receive isolation and filtering. All parameters shall have been substantiated with all necessary information for the Purchaser to determine the correctness of the announced		

	announced performance. Such information shall be provided for all subsystems and equipment that support the transmission and the reception functions.			performance. Such information shall have been provided for all subsystems and equipment that support the transmission and the reception functions.		
3.5.6.12	The Bidder shall specify in the Bid documentation the nature of the power amplifier and what is the suitable back-off power to ensure suitable amplifier linearity with single and equally powered dual carriers.	Annex A (SRS) Sections 3.1 and 3.2	4.4 Table	The Bidder shall have specified in the Bid documentation the nature of the power amplifier and what was the suitable back-off power to ensure suitable amplifier linearity with single and equally powered dual carriers.		
3.5.6.13	The Bidder shall detail all the antenna tracking modes he proposes, with associate performance.	Annex A (SRS) Sections 3.1 and 3.2	4.4 Table	The Bidder shall have detailed all the antenna tracking modes he proposes, with associate performance.		
3.5.6.14	The Bidder shall include detailed descriptions and information of all system parameters as to convincingly demonstrate that the proposed system will meet the requirements listed in the Deployability Requirements Section 3.3 of the SoW Annex A. Emphasis shall be brought on the easy deployability and modularity of the system as well as size, weight and consumption figures.	Annex A (SRS) Section 3.3	4.4 Table	The Bidder shall have included detailed descriptions and information of all system parameters as to convincingly demonstrate that the proposed system will meet the requirements listed in the Deployability Requirements Section 3.3 of the SoW Annex A. Emphasis shall have been brought on the easy deployability and modularity of the system as well as size, weight and consumption figures.		
3.5.6.15	The Bidder shall provide a detailed breakdown of size, weight, and power consumption of all his subsystems , individually and aggregated at case and equipment levels, in order to appreciate	Annex A (SRS) Section 3.3	4.4 Table	The Bidder shall have provided a detailed breakdown of size, weight, and power consumption of all his subsystems , individually and aggregated at case and equipment levels, in order to appreciate		

	the compliance with the overall required specifications.			the compliance with the overall required specifications.		
3.5.6.16	The Bidder shall include detailed descriptions and information of all system interfaces as to convincingly demonstrate that the proposed system will meet the requirements listed in the Interface Requirements Section 3.4 of the SoW Annex A. The provided information shall specifically encompass the local man-machine interface available from the front panel (where applicable) and from the monitoring and control interface. A preliminary ICD (Interface Control Document) and IDD (Interface Design Document) shall be provided.	Annex A (SRS) Section 3.4	4.4 Table	The Bidder shall have included detailed descriptions and information of all system interfaces as to convincingly demonstrate that the proposed system will meet the requirements listed in the Interface Requirements Section 3.4 of the SoW Annex A. The provided information shall have specifically encompassed the local man-machine interface available from the front panel (where applicable) and from the monitoring and control interface. A preliminary ICD (Interface Control Document) and IDD (Interface Design Document) shall have been provided.		
3.5.6.17	The Bidder shall include detailed descriptions and information as to convincingly demonstrate that the proposed system will meet the requirements as described in the Environmental and EMI/EMC Requirements Sections 3.7 and 3.8 of the SoW Annex A. This will specifically include the provision of blueprints with dimensions, photographs, cooling requirements, mounting points, as well as the commented results of already performed environmental and EMI/EMC test results.	Annex A (SRS) Section 3.7 and 3.8	4.4 Table	The Bidder shall have included detailed descriptions and information as to have convincingly demonstrated that the proposed system will meet the requirements as described in the Environmental and EMI/EMC Requirements Sections 3.7 and 3.8 of the SoW Annex A. This will have specifically included the provision of blueprints with dimensions, photographs, cooling requirements, mounting points, as well as the commented results of already performed environmental and EMI/EMC test results.		
3.5.6.18	The Bidder shall include detailed descriptions and information as to	Annex A (SRS)	4.4 Table	The Bidder shall have included detailed descriptions and information as to have		

	convincingly demonstrate that the proposed system will meet the safety requirements as described in Sections 3.9 of the SoW Annex A.	Section 3.9		convincingly demonstrated that the proposed system will meet the safety requirements as described in Sections 3.9 of the SoW Annex A.		
3.5.6.19	The Bidder shall provide the detailed list of all equipment that he proposes to deliver as part of his Bid, including suppliers' name, models, and part numbers.	Annex A (SRS)	4.4 Table	The Bidder shall have provided the detailed list of all equipment that he proposes to deliver as part of his Bid, including suppliers' name, models, and part numbers.		

Table 2: MB-DSGT TECHNICAL REQUIREMENTS CROSS REFERENCE MATRIX

BI Section 3 Ref	Instruction	SoW Ref	BI Section 4 Ref	Evaluation Criteria	Bid Ref	Compliant Y/N
	The proposed solution provided by the Bidder in his Bid shall be compliant with the detailed instructions and requirements given under Section 3.5.6 of this document. For each SOW Annex A - SRS requirement listed in the third column of this table, the bidder shall indicate that he read all of the requirements in SoW Annex A - SRS and understood that he would comply with all the requirements by simply providing "Yes" (or "No" in case of non-compliance) to the last column of this table for every single requirement. This will allow the Purchaser to check the technical compliance of the Bidder's solution.	SOW Annex A		The proposed solution provided by the Bidder in his Bid shall have been compliant with the detailed instructions and requirements given under Section 3.5.6 for each SOW Annex A – SRS requirement listed in the third column of this table, the Bidder shall have indicated that he read all of the requirements in SoW Annex A – SRS and understood that he would comply with all the requirements by simply providing "Yes" (or "No" in case of non-compliance) to the last column of this table for every single requirement. This will allow the purchaser to check the technical compliance of the Bidder's solution.		
			4.4.2			
3.5.6	3.1 Functional Requirements		4.4.2			
3.5.6		SRS-1	4.4.2			

3.5.6		SRS-2	4.4.2		
3.5.6		SRS-3	4.4.2		
3.5.6		SRS-4	4.4.2		
3.5.6		SRS-5	4.4.2		
3.5.6		SRS-6	4.4.2		
3.5.6		SRS-7	4.4.2		
3.5.6		SRS-8	4.4.2		
3.5.6		SRS-9	4.4.2		
3.5.6		SRS-10	4.4.2		
3.5.6		SRS-11	4.4.2		
3.5.6		SRS-12	4.4.2		
3.5.6		SRS-13	4.4.2		
3.5.6		SRS-14	4.4.2		
3.5.6		SRS-15	4.4.2		
3.5.6		SRS-16	4.4.2		
3.5.6		SRS-17	4.4.2		
3.5.6		SRS-18	4.4.2		
3.5.6		SRS-19	4.4.2		
3.5.6		SRS-20	4.4.2		
3.5.6		SRS-21	4.4.2		
3.5.6		SRS-22	4.4.2		
3.5.6		SRS-23	4.4.2		
3.5.6		SRS-24	4.4.2		

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3.5.6		SRS-25	4.4.2			
3.5.6		SRS-26	4.4.2			
3.5.6		SRS-27	4.4.2			
3.5.6		SRS-28	4.4.2			
3.5.6		SRS-29	4.4.2			
3.5.6		SRS-30	4.4.2			
3.5.6		SRS-31	4.4.2			
3.5.6		SRS-32	4.4.2			
3.5.6		SRS-33	4.4.2			
3.5.6		SRS-34	4.4.2			
3.5.6		SRS-35	4.4.2			
3.5.6		SRS-36	4.4.2			
3.5.6		SRS-37	4.4.2			
3.5.6		SRS-38	4.4.2			
3.5.6		SRS-39	4.4.2			
3.5.6		SRS-40	4.4.2			
3.5.6		SRS-41	4.4.2			
3.5.6		SRS-42	4.4.2			
3.5.6		SRS-43	4.4.2			
3.5.6		SRS-44	4.4.2			
3.5.6		SRS-45	4.4.2			
3.5.6		SRS-46	4.4.2			
3.5.6		SRS-47	4.4.2			

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3.5.6		SRS-48	4.4.2			
3.5.6		SRS-49	4.4.2			
3.5.5		SRS-50	4.4.2			
3.5.6		SRS-51	4.4.2			
3.5.6		SRS-52	4.4.2			
3.5.6		SRS-53	4.4.2			
3.5.6		SRS-54	4.4.2			
3.5.6		SRS-55	4.4.2			
3.5.6		SRS-56	4.4.2			
3.5.6		SRS-57	4.4.2			
3.5.6		SRS-58	4.4.2			
3.5.6		SRS-59	4.4.2			
3.5.6		SRS-60	4.4.2			
3.5.6		SRS-61	4.4.2			
3.5.6		SRS-62	4.4.2			
3.5.6		SRS-63	4.4.2			
3.5.6		SRS-64	4.4.2			
3.5.6		SRS-65	4.4.2			
3.5.6		SRS-66	4.4.2			
3.5.6		SRS-67	4.4.2			
3.5.6		SRS-68	4.4.2			
3.5.6		SRS-69	4.4.2			
3.5.6		SRS-70	4.4.2			

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3.5.6		SRS-71	4.4.2		
3.5.6		SRS-72	4.4.2		
3.5.6		SRS-73	4.4.2		
3.5.6		SRS-74	4.4.2		
3.5.6		SRS-75	4.4.2		
3.5.6		SRS-76	4.4.2		
3.5.6		SRS-77	4.4.2		
3.5.6		SRS-78	4.4.2		
3.5.6		SRS-79	4.4.2		
3.5.6		SRS-80	4.4.2		
3.5.6		SRS-81	4.4.2		
3.5.6		SRS-82	4.4.2		
3.5.6		SRS-83	4.4.2		
3.5.6	3.2 Performance Requirements		4.4.2		
3.5.6		SRS-84	4.4.2		
3.5.6		SRS-85	4.4.2		
3.5.6		SRS-86	4.4.2		
3.5.6		SRS-87	4.4.2		
3.5.6		SRS-88	4.4.2		
3.5.6		SRS-89	4.4.2		
3.5.6		SRS-90	4.4.2		
3.5.6		SRS-91	4.4.2		
3.5.6		SRS-92	4.4.2		

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3.5.6		SRS-93	4.4.2		
3.5.6		SRS-94	4.4.2		
3.5.6		SRS-95	4.4.2		
3.5.6		SRS-96	4.4.2		
3.5.6		SRS-97	4.4.2		
3.5.6		SRS-98	4.4.2		
3.5.6		SRS-99	4.4.2		
3.5.6		SRS-100	4.4.2		
3.5.6		SRS-101	4.4.2		
3.5.6		SRS-102	4.4.2		
3.5.6		SRS-103	4.4.2		
3.5.6		SRS-104	4.4.2		
3.5.6		SRS-105	4.4.2		
3.5.6		SRS-106	4.4.2		
3.5.6		SRS-107	4.4.2		
3.5.6		SRS-108	4.4.2		
3.5.6		SRS-109	4.4.2		
3.5.6		SRS-110	4.4.2		
3.5.6		SRS-111	4.4.2		
3.5.6		SRS-112	4.4.2		
3.5.6		SRS-113	4.4.2		
3.5.6		SRS-114	4.4.2		
3.5.6		SRS-115	4.4.2		

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3.5.6		SRS-116	4.4.2			
3.5.6		SRS-117	4.4.2			
3.5.6		SRS-118	4.4.2			
3.5.6		SRS-119	4.4.2			
3.5.6		SRS-120	4.4.2			
3.5.6		SRS-121	4.4.2			
3.5.6		SRS-122	4.4.2			
3.5.6		SRS-123	4.4.2			
3.5.6		SRS-124	4.4.2			
3.5.6		SRS-125	4.4.2			
3.5.6		SRS-126	4.4.2			
3.5.6		SRS-127	4.4.2			
3.5.6		SRS-128	4.4.2			
3.5.6		SRS-129	4.4.2			
3.5.6		SRS-130	4.4.2			
3.5.6		SRS-131	4.4.2			
3.5.6		SRS-132	4.4.2			
3.5.6		SRS-133	4.4.2			
3.5.6		SRS-134	4.4.2			
3.5.6		SRS-135	4.4.2			
3.5.6		SRS-136	4.4.2			
3.5.6		SRS-137	4.4.2			
3.5.6		SRS-138	4.4.2			

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3.5.6		SRS-139	4.4.2			
3.5.6		SRS-140	4.4.2			
3.5.6		SRS-141	4.4.2			
3.5.6		SRS-142	4.4.2			
3.5.6	3.3 Deployability Requirements		4.4.2			
3.5.6		SRS-143	4.4.2			
3.5.6		SRS-144	4.4.2			
3.5.6		SRS-145	4.4.2			
3.5.6		SRS-146	4.4.2			
3.5.6		SRS-147	4.4.2			
3.5.6		SRS-148	4.4.2			
3.5.6		SRS-149	4.4.2			
3.5.6		SRS-150	4.4.2			
3.5.6		SRS-151	4.4.2			
3.5.6		SRS-152	4.4.2			
3.5.6		SRS-153	4.4.2			
3.5.6		SRS-154	4.4.2			
3.5.6		SRS-155	4.4.2			
3.5.6		SRS-156	4.4.2			
3.5.6		SRS-157	4.4.2			
3.5.6		SRS-158	4.4.2			
3.5.6		SRS-159	4.4.2			
3.5.6		SRS-160	4.4.2			

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3.5.6		SRS-161	4.4.2			
3.5.6		SRS-162	4.4.2			
3.5.6		SRS-163	4.4.2			
3.5.6		SRS-164	4.4.2			
3.5.6		SRS-165	4.4.2			
3.5.6		SRS-166	4.4.2			
3.5.6		SRS-167	4.4.2			
3.5.6		SRS-168	4.4.2			
3.5.6		SRS-169	4.4.2			
3.5.6		SRS-170	4.4.2			
3.5.6		SRS-171	4.4.2			
3.5.6		SRS-172	4.4.2			
3.5.6		SRS-173	4.4.2			
3.5.6		SRS-174	4.4.2			
3.5.6		SRS-175	4.4.2			
3.5.6		SRS-176	4.4.2			
3.5.6		SRS-177	4.4.2			
3.5.6		SRS-178	4.4.2			
3.5.6		SRS-179	4.4.2			
3.5.6		SRS-180	4.4.2			
3.5.6		SRS-181	4.4.2			
3.5.6		SRS-182	4.4.2			
3.5.6		SRS-183	4.4.2			

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3.5.6		SRS-184	4.4.2			
3.5.6		SRS-185	4.4.2			
3.5.6		SRS-186	4.4.2			
3.5.6		SRS-187	4.4.2			
3.5.6		SRS-188	4.4.2			
3.5.6		SRS-189	4.4.2			
3.5.6		SRS-190	4.4.2			
3.5.6		SRS-191	4.4.2			
3.5.6		SRS-192	4.4.2			
3.5.6		SRS-193	4.4.2			
3.5.6		SRS-194	4.4.2			
3.5.6		SRS-195	4.4.2			
3.5.6		SRS-196	4.4.2			
3.5.6		SRS-197	4.4.2			
3.5.6	3.4 Interface Requirements		4.4.2			
3.5.6		SRS-198	4.4.2			
3.5.6		SRS-199	4.4.2			
3.5.6		SRS-200	4.4.2			
3.5.6		SRS-201	4.4.2			
3.5.6		SRS-202	4.4.2			
3.5.6		SRS-203	4.4.2			
3.5.6		SRS-204	4.4.2			
3.5.6		SRS-205	4.4.2			

3.5.6		SRS-206	4.4.2			
3.5.6		SRS-207	4.4.2			
3.5.6		SRS-208	4.4.2			
3.5.6		SRS-209	4.4.2			
3.5.6		SRS-210	4.4.2			
3.5.6		SRS-211	4.4.2			
3.5.6		SRS-212	4.4.2			
3.5.6		SRS-213	4.4.2			
3.5.6		SRS-214	4.4.2			
3.5.6		SRS-215	4.4.2			
3.5.6		SRS-216	4.4.2			
3.5.6		SRS-217	4.4.2			
3.5.6		SRS-218	4.4.2			
3.5.6	3.5 Supportability Requirements		4.4.2			
3.5.6		SRS-219	4.4.2			
3.5.6		SRS-220	4.4.2			
3.5.6		SRS-221	4.4.2			
3.5.6		SRS-222	4.4.2			
3.5.6		SRS-223	4.4.2			
3.5.6		SRS-224	4.4.2			
3.5.6		SRS-225	4.4.2			
3.5.6		SRS-226	4.4.2			
3.5.6		SRS-227	4.4.2			

3.5.6		SRS-228	4.4.2		
3.5.6		SRS-229	4.4.2		
3.5.6		SRS-230	4.4.2		
3.5.6		SRS-231	4.4.2		
3.5.6		SRS-232	4.4.2		
3.5.6		SRS-233	4.4.2		
3.5.6		SRS-234	4.4.2		
3.5.6		SRS-235	4.4.2		
3.5.6		SRS-236	4.4.2		
3.5.6		SRS-237	4.4.2		
3.5.6	3.6 Power Subsystem Requirements		4.4.2		
3.5.6		SRS-238	4.4.2		
3.5.6		SRS-239	4.4.2		
3.5.6		SRS-240	4.4.2		
3.5.6		SRS-241	4.4.2		
3.5.6		SRS-242	4.4.2		
3.5.6		SRS-243	4.4.2		
3.5.6		SRS-244	4.4.2		
3.5.6		SRS-245	4.4.2		
3.5.6		SRS-246	4.4.2		
3.5.6		SRS-247	4.4.2		
3.5.6		SRS-248	4.4.2		
3.5.6		SRS-249	4.4.2		

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3.5.6		SRS-250	4.4.2		
3.5.6		SRS-251	4.4.2		
3.5.6		SRS-252	4.4.2		
3.5.6		SRS-253	4.4.2		
3.5.6		SRS-254	4.4.2		
3.5.6		SRS-255	4.4.2		
3.5.6		SRS-256	4.4.2		
3.5.6		SRS-257	4.4.2		
3.5.6		SRS-258	4.4.2		
3.5.6		SRS-259	4.4.2		
3.5.6		SRS-260	4.4.2		
3.5.6		SRS-261	4.4.2		
3.5.6		SRS-262	4.4.2		
3.5.6		SRS-263	4.4.2		
3.5.6		SRS-264	4.4.2		
3.5.6		SRS-265	4.4.2		
3.5.6		SRS-266	4.4.2		
3.5.6		SRS-267	4.4.2		
3.5.6		SRS-268	4.4.2		
3.5.6		SRS-269	4.4.2		
3.5.6		SRS-270	4.4.2		
3.5.6		SRS-271	4.4.2		
3.5.6		SRS-272	4.4.2		

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3.5.6		SRS-273	4.4.2		
3.5.6		SRS-274	4.4.2		
3.5.6		SRS-275	4.4.2		
3.5.6		SRS-276	4.4.2		
3.5.6		SRS-277	4.4.2		
3.5.6		SRS-278	4.4.2		
3.5.6	3.7 Environmental Requirements		4.4.2		
3.5.6		SRS-279	4.4.2		
3.5.6		SRS-280	4.4.2		
3.5.6		SRS-281	4.4.2		
3.5.6		SRS-282	4.4.2		
3.5.6		SRS-283	4.4.2		
3.5.6		SRS-284	4.4.2		
3.5.6		SRS-285	4.4.2		
3.5.6		SRS-286	4.4.2		
3.5.6		SRS-287	4.4.2		
3.5.6		SRS-288	4.4.2		
3.5.6		SRS-289	4.4.2		
3.5.6		SRS-290	4.4.2		
3.5.6		SRS-291	4.4.2		
3.5.6		SRS-292	4.4.2		
3.5.6		SRS-293	4.4.2		
3.5.6		SRS-294	4.4.2		

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3.5.6		SRS-295	4.4.2			
3.5.6		SRS-296	4.4.2			
3.5.6		SRS-297	4.4.2			
3.5.6		SRS-298	4.4.2			
3.5.6		SRS-299	4.4.2			
3.5.6		SRS-300	4.4.2			
3.5.6		SRS-301	4.4.2			
3.5.6		SRS-302	4.4.2			
3.5.6		SRS-303	4.4.2			
3.5.6		SRS-304	4.4.2			
3.5.6		SRS-305	4.4.2			
3.5.6		SRS-306	4.4.2			
3.5.6		SRS-307	4.4.2			
3.5.6		SRS-308	4.4.2			
3.5.6		SRS-309	4.4.2			
3.5.6		SRS-310	4.4.2			
3.5.6		SRS-311	4.4.2			
3.5.6		SRS-312	4.4.2			
3.5.6		SRS-313	4.4.2			
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3.5.6		SRS-316	4.4.2			
3.5.6		SRS-317	4.4.2			

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3.5.6		SRS-318	4.4.2		
3.5.6		SRS-319	4.4.2		
3.5.6		SRS-320	4.4.2		
3.5.6		SRS-321	4.4.2		
3.5.6		SRS-322	4.4.2		
3.5.6		SRS-323	4.4.2		
3.5.6		SRS-324	4.4.2		
3.5.6		SRS-325	4.4.2		
3.5.6		SRS-326	4.4.2		
3.5.6		SRS-327	4.4.2		
3.5.6		SRS-328	4.4.2		
3.5.6	3.8 EMI/EMC Requirements		4.4.2		
3.5.6		SRS-329	4.4.2		
3.5.6		SRS-330	4.4.2		
3.5.6		SRS-331	4.4.2		
3.5.6		SRS-332	4.4.2		
3.5.6		SRS-333	4.4.2		
3.5.6		SRS-334	4.4.2		
3.5.6		SRS-335	4.4.2		
3.5.6		SRS-336	4.4.2		
3.5.6	3.9 Safety Requirements		4.4.2		
3.5.6		SRS-337	4.4.2		
3.5.6		SRS-338	4.4.2		

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3.5.6		SRS-339	4.4.2			
3.5.6		SRS-340	4.4.2			
3.5.6		SRS-341	4.4.2			
3.5.6		SRS-342	4.4.2			
3.5.6		SRS-343	4.4.2			
3.5.6		SRS-344	4.4.2			
3.5.6		SRS-345	4.4.2			
3.5.6		SRS-346	4.4.2			
3.5.6		SRS-347	4.4.2			
3.5.6		SRS-348	4.4.2			
3.5.6		SRS-349	4.4.2			
3.5.6		SRS-350	4.4.2			
3.5.6		SRS-351	4.4.2			
3.5.6		SRS-352	4.4.2			
3.5.6		SRS-353	4.4.2			
3.5.6		SRS-354	4.4.2			
3.5.6		SRS-355	4.4.2			
3.5.6		SRS-356	4.4.2			
3.5.6		SRS-357	4.4.2			
3.5.6		SRS-358	4.4.2			
3.5.6		SRS-359	4.4.2			
3.5.6		SRS-360	4.4.2			

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3.5.6		SRS-361	4.4.2		
3.5.6		SRS-362	4.4.2		
3.5.6		SRS-363	4.4.2		
3.5.6		SRS-364	4.4.2		
3.5.6		SRS-365	4.4.2		
3.5.6		SRS-366	4.4.2		
3.5.6		SRS-367	4.4.2		
3.5.6		SRS-368	4.4.2		
3.5.6	3.10 Security Requirements		4.4.2		
3.5.6		SRS-369	4.4.2		
3.5.6		SRS-370	4.4.2		
3.5.6		SRS-371	4.4.2		
3.5.6		SRS-372	4.4.2		
3.5.6		SRS-373	4.4.2		
3.5.6		SRS-374	4.4.2		
3.5.6		SRS-375	4.4.2		
3.5.6		SRS-376	4.4.2		
3.5.6		SRS-377	4.4.2		
3.5.6		SRS-378	4.4.2		
3.5.6		SRS-379	4.4.2		
3.5.6		SRS-380	4.4.2		
3.5.6		SRS-381	4.4.2		
3.5.6		SRS-382	4.4.2		

3.5.6		SRS-383	4.4.2			
3.5.6		SRS-384	4.4.2			
3.5.6		SRS-385	4.4.2			
3.5.6		SRS-386	4.4.2			
3.5.6		SRS-387	4.4.2			
3.5.6		SRS-388	4.4.2			
3.5.6		SRS-389	4.4.2			
3.5.6		SRS-390	4.4.2			
3.5.6		SRS-391	4.4.2			
3.5.6		SRS-392	4.4.2			
3.5.6		SRS-393	4.4.2			
3.5.6		SRS-394	4.4.2			
3.5.6		SRS-395	4.4.2			
3.5.6		SRS-396	4.4.2			
3.5.6		SRS-397	4.4.2			
3.5.7	Section 4: In Service Support post Warranty [Evaluated OPTION]		4.4 Table			
3.5.7.1	The Bidder shall provide a bid version post Warranty In-Service Support Plan (ISSP) (starting at the end of the Warranty period for a 5-year period), describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, and how) and commitment of each	Section 4.12 to 4.14	4.4 Table	The Bidder shall provide a bid version post Warranty In-Service Support Plan (ISSP) (starting at the end of the Warranty period for a 5-year period), having described in detail each relevant content for each paragraph of the provided structure having demonstrated the concept, understanding (who, what, when, where, and how) and commitment of each		

	activity. The draft version of the post warranty ISSP shall include an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in Sections 4.12 to 4.14 of the SoW vs relevant ISSP paragraphs. The draft version of the ISSP shall be at least 20 pages and no more than 40 pages.			activity. The draft version of the post warranty ISSP shall have included an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in Sections 4.12 to 4.14 of the SoW vs relevant ISSP paragraphs. The draft version of the ISSP shall have been at least 20 pages and no more than 40 pages.		
3.5.7.2	The Bidder shall provide a bid version post Warranty In-Service Support Monthly Report , as detailed in Section 4.14 of the SOW describing in detail each relevant content.	Section 4.14	4.4 Table	The Bidder shall have provided a bid version post Warranty In-Service Support Monthly Report , as detailed in Section 4.14 of the SOW having described in detail each relevant content.		

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ANNEX D – CLARIFICATION REQUEST FORM

INVITATION FOR BID

IFB-CO-115415-DSGT

CLARIFICATION REQUEST FORM

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INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

ADMINISTRATIVE CLARIFICATION REQUEST				
Serial No.	IFB Ref.	BIDDER'S QUESTION	NCI AGENCY ANSWER	Amendment to IFB⁹
A.1				
A.2				
A.3				
A.4				
A.5				

⁹ To be completed by the Purchaser: Specify 'YES' if the Amendment to IFB will be required as a direct result of the Clarification Request

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

PRICE CLARIFICATION REQUEST				
Serial No.	IFB Ref.	BIDDER'S QUESTION	NCI AGENCY ANSWER	Amendment to IFB¹⁰
P.1				
P.2				
P.3				
P.4				
P.5				

¹⁰ To be completed by the Purchaser: Specify 'YES' if the Amendment to IFB will be required as a direct result of the Clarification Request

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

TECHNICAL CLARIFICATION REQUEST				
Serial No.	IFB Ref.	BIDDER'S QUESTION	NCI AGENCY ANSWER	Amendment to IFB¹¹
T.1				
T.2				
T.3				
T.4				
T.5				

¹¹ To be completed by the Purchaser: Specify 'YES' if the Amendment to IFB will be required as a direct result of the Clarification Request

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

IFB-CO-115415-DSGT

**PROVIDE MULTI-BAND DEPLOYABLE SATELLITE GROUND
TERMINALS (MB-DSGT) POOL**

BOOK II

PART I

SCHEDULE OF SUPPLIES AND SERVICES (SSS)

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Schedule A

SCHEDULE OF SUPPLIES AND SERVICES (SSS)

IFB-CO-115415-DSGT CLIN Summary BASE CONTRACT								
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Quantity	Unit Price	Total Firm Fixed Price
Declare Currency =>								
1.0	CLIN 1 (BASE-EVALUATED) - MANAGEMENT ACTIVITIES	3 MNG						
1.1	Contractor's Project Management Office	3.1 MNG 1-3						
1.1.1	Project Management Team (Project Manager, Technical Lead, Test Director, ILS Manager, Training Manager, Configuration Manager)	3.1 MNG 4-10				1	-	-
1.2	Project Management Plan (PMP)	3.2 MNG 11-22	EDC + 0 weeks	By e-mail	Electronic document	1	-	-
1.3	Project Implementation plan (PIP)	3.3 MNG 23-90	Draft @ SRR (EDC + 8 weeks) Final @ FDR (EDC + 22 weeks)	By e-mail	Electronic document	1	-	-
1.4	Project Meetings	3.4 MNG						
1.4.1	Project Kick-off Meeting	3.4.1 MNG 91-96	EDC + 2 weeks	Purchaser's Location/ Virtual	Meeting	1	-	-
1.4.2	Project Progress Reports	3.5 MNG 127-129	Monthly during project period	By e-mail	Electronic document	1	-	-
1.4.3	Project Review Meetings	3.4.2 MNG 97-120	Quarterly during the project	Purchaser's Location/ Virtual	Meeting	1	-	-
1.4.4	Joint Technical Reviews	3.4.4 MNG 121-126	As needed by the project	Purchaser's Location/ Virtual	Meeting	1	-	-
1.5	Documentation	3.8						
1.5.1	Documentation Plan	3.8.1 MNG 135-137	EDC + 8 weeks	By e-mail	Electronic document	1	-	-
TOTAL PRICE CLIN 1								-
2.0	CLIN 2 (BASE-EVALUATED) - SITE SURVEY	3.6 MNG 130						
2.1	Site Survey: Reference Environment							
2.1.1	Site Survey	2.3.1 SOW 106-107	EDC + 12 weeks	Purchaser's Premises CSSC Brunsum	Task	1	-	-
2.1.2	Site Survey report	2.3.1 SOW 108 3.6 MNG 130	Site Survey +2 weeks (EDC +14 weeks)	By e-mail	Electronic document	1	-	-
2.2	Site Survey: Training Environment							
2.2.1	Site Survey	2.5.2 SOW 160-161	EDC + 12 weeks	Purchaser's NCIA Academy Oeiras	Task	1	-	-
2.2.2	Site Survey report	2.5.2 SOW 162 3.6 MNG 130	Site Survey +2 weeks (EDC +14 weeks)	By e-mail	Electronic document	1	-	-
TOTAL PRICE CLIN 2								-

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Quantity	Unit Price	Total Firm Fixed Price
3.0	CLIN 3 (BASE-EVALUATED) - DESIGN							
3.1	Provide System Design	2.1 SOW 1-8						
3.1.1	System Design Plan (SDP)	2.1.1 SOW 9-10	EDC + 0 weeks	By e-mail	Electronic document	1	-	-
3.1.2	High Level Design Document (HLD)	2.1 SOW 6 2.1.4 SOW 39 2.1.5 SOW 41-42	Draft @ EDC + 8 weeks Final @ EDC + 12 weeks	By e-mail	Electronic document	1	-	-
3.1.3	Low Level Design Document (LLD)	2.1 SOW 7 2.1.4 SOW 40 2.1.6 SOW 43-50	Draft @ EDC + 18 weeks Final @ EDC + 24 weeks	By e-mail	Electronic document	1	-	-
3.2	Conduct Configuration Capture	2.1.2 SOW 11-27						
3.2.1	Configuration Capturing Plan (CCAP)	2.1.2 SOW 15	EDC + 2 weeks	By e-mail	Electronic document	1	-	-
3.2.2	Draft CCAP Report	2.1.2 SOW 21-24	EDC + 4 weeks	By e-mail	Electronic document	1	-	-
3.2.3	CCAP Closure Meeting	2.1.2 SOW 21	EDC + 7 weeks	Meeting	Task	1	-	-
3.2.4	Final CCAP Report	2.1.2 SOW 25-26	EDC + 8 weeks	By e-mail	Electronic document	1	-	-
3.3	Conduct System Requirements Review	2.1.3						
3.3.1	System Requirements Review (SRR)	2.1.3 SOW 28-38	EDC + 8 weeks	Meeting	Task	1	-	-
3.3.2	Draft SRR Report	2.1.3 SOW 32-34	EDC + 10 weeks	By e-mail	Electronic document	1	-	-
3.3.3	Final SRR Report	2.1.3 SOW 35-37	EDC + 12 weeks	By e-mail	Electronic document	1	-	-
3.4	Conduct System Design Review	2.1.7 SOW 51-52						
3.4.1	Preliminary Design Review (PDR)	2.1.8 SOW 53-57	EDC + 12 weeks	Contractor's Premises	Task	1	-	-
3.4.2	Critical Design Review (CDR)	2.1.9 SOW 58-65	EDC + 18 weeks	Purchaser's Premises	Task	1	-	-
3.4.3	Final Design Review (FDR)	2.1.10 SOW 66-71	EDC + 22 weeks	Purchaser's Premises	Task	1	-	-
TOTAL PRICE CLIN 3								-
4.0	CLIN 4 (BASE-EVALUATED) - IMPLEMENTATION AND TESTING							
4.1	First Article	2.2 SOW 72						
4.1.1	Build First Article	2.2.1-2.2.2 SOW 73-81						
4.1.1.1	MB-DSGT	2.2.1 SOW 74	EDC+ 32 weeks	Contractor's Premises	Task			
4.1.1.1.1	Antenna Subsystem	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task			
4.1.1.1.1.1	Reflector and Feed including Filters, OMT (Ortho Mode Transducer)	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.1.2	Antenna positioning (pointing and tracking)	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.1.3	Antenna Control Unit (ACU) and Beacon Receiver	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.1.4	Mechanics and support structure	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.2	X-band RF Subsystem	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task			
4.1.1.1.2.1	Transmit and receive chain amplifiers	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.2.2	Up/down frequency convertors (could be combined with tx/rx amplifiers)	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.2.3	Other RF components such as (not limited to) splitters, combiners	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.3	Ka-band RF Subsystem	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task			
4.1.1.1.3.1	Transmit and receive chain amplifiers	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.3.2	Up/down frequency convertors (could be combined with tx/rx amplifiers)	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.3.3	Other RF components such as (not limited to) splitters, combiners	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Quantity	Unit Price	Total Firm Fixed Price
4.1.1.1.4	Interfacility over Fibre Link (IFoFL) assembly	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task			
4.1.1.1.4.1	"Outdoor Unit" next to the RF part of the MB-DSGT	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.4.2	"Indoor Unit" connected to the PFE housing the modem & baseband equip. and from where the MB-DSGT will be monitored and controlled	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.5	Monitor & Control Laptop f/ local operation of MB-DSGT	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.6	Time and Frequency Reference Subsystem (TFRS), including GPS antenna & connection	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.1.7	Power distribution System	1.4 INT-1	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.2	Uninterrupted Power Supply (UPS)	2.2.2 SOW 80-81	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.3	Ancillaries (including camouflage nets, weather station, grounding kit, lightning protection, cables and connectors)	2.2.2 SOW 80-81	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.4	Operation and Maintenance Tools	2.2.2 SOW 80-81	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.1.5	Transit Cases	2.2.2 SOW 80-81	EDC+ 32 weeks	Contractor's Premises	Task	1	-	-
4.1.2	Ship First Article	2.2.5 SOW 92-94	EDC + 36 weeks	Task	Task	1	-	-
4.1.3	Install First Article	2.3.7 SOW 135-138	EDC + 37 weeks	Purchaser's Premises CSSC Brunsum	Task	1	-	-
4.2	Testing	Section 2 & 6						
4.2.1	Qualification Testing	2.2.3 SOW 82-87	EDC + 32 weeks	Contractors Premises	Task	1	-	-
4.2.2	Factory Acceptance Test (FAT)	2.2.4 SOW 88-91 2.4.5 SOW 151-152	EDC + 32 weeks (1st FAT)	Contractors Premises	Task	16	-	-
4.2.3	TV&V Assessment	2.3 SOW 95-105 6 TVV 1-70	EDC + 36 weeks	Purchaser's Premises CSSC Brunsum	Task	1	-	-
4.2.4	System Acceptance Testing (SAT)	2.3.6 SOW 118-113 2.3.8 SOW 138 2.5.4 SOW 165 2.5.9 SOW 183	EDC + 36 weeks	Purchaser's Premises CSSC Brunsum	Task	16	-	-
4.2.5	Conduct System Integration testing (SIT)	2.3.4 SOW 113	EDC + 37 weeks	Purchaser's Premises CSSC Brunsum	Task	16	-	-
4.2.6	Conduct User Acceptance Testing (UAT)	2.3.5 SOW 114-117	EDC + 38 weeks	Purchaser's Premises CSSC Brunsum	Task	16	-	-
4.2.7	Quality Assurance Plan	7.6 QA 39-48	Draft @ SRR (EDC + 8 weeks) Final @ FDR (EDC + 22 weeks)	By email	Document	1	-	-
4.3	Provide Production Units	2.4						
4.3.1	Build Production Units	2.4.1 SOW 139-144 2.4.3 SOW 146 2.4.4 SOW 147-150	EDC + 40 weeks	Contractors Premises	Task	14	-	-
4.3.2	Non-CIS elements	2.5.2 SOW 145	EDC + 48 weeks	Contractors Premises	Task	14	-	-
4.3.3	Provide System Documentation	2.4.6 SOW 153	EDC + 50 weeks	By email	Document	14	-	-
4.3.4	Ship Production Units	2.4.7 SOW 154-157	EDC + 56 weeks			14	-	-

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Quantity	Unit Price	Total Firm Fixed Price
4.4	Provisional System Acceptance (PSA)	8.1 SAC 1-10	1st PSA @ EDC + 40 weeks, Final PSA @ EDC + 80 weeks	Purchaser's Premises CSSC Brunnsom	Task	16	-	-
4.5	Operational Test and Evaluation	2.6 SOW 184-189	EDC + 60 weeks	Purchaser's Premises CSSC Brunnsom	Task	1	-	-
4.6	Final System Acceptance (FSA)	8.2 SAC 11-14	EDC + 92 weeks	Purchaser's Premises CSSC Brunnsom	Task	1	-	-
4.7	Initial Spares	4.7 IPS 44-51	1st PSA - 4 weeks (EDC + 36 weeks)	Purchaser's Premises CSSC Brunnsom	Task	1	-	-
TOTAL PRICE CLIN 4								
5.0	CLIN 5 (BASE-EVALUATED) - WARRANTY							
5.1	PSA (Start of Warranty) to FSA + 12 months (End of Warranty)	4.11 IPS 121-133	FSA + 12 months (EDC + 144 weeks)	By e-mail	1 per unit	1	-	-
TOTAL PRICE CLIN 5								
6.0	CLIN 6 (BASE-EVALUATED) - INTEGRATED PRODUCTS SUPPORT							
6.1	Integrated Product Support Plan (IPSP)	4 IPS 1-3 4.1 IPS 4-7	CDR - 4 weeks (EDC + 14 weeks)	By e-mail	Electronic document	1	-	-
6.2	Reliability Availability Maintainability Testability (RAMT) Case Report	4 IPS 3 4.2 IPS 8-20	CDR - 4 weeks (EDC + 14 weeks)	By e-mail	Electronic document/Task	1	-	-
6.3	Failure Mode Effects and Criticality Analysis (FMECA)	4 IPS 3 4.3 IPS 21-28	CDR - 4 weeks (EDC + 14 weeks)	By e-mail	Electronic document	1	-	-
6.4	Maintenance Task Analysis (MTA) [incl. Logistics Database]	4 IPS 3 4.4 IPS 29-36	FDR - 4 weeks (EDC + 18 weeks)	By e-mail	Electronic document	1	-	-
6.5	Level of Repair Analysis (LORA) [incl. Repair Price List (RPL)]	4 IPS 3 4.5 IPS 37-40	FDR - 4 weeks (EDC + 18 weeks)	By e-mail	Electronic document	1	-	-
6.6	Packaging, Handling, Storage and Transportation (PHST) Report	4 IPS 3 4.8 IPS 39-40	FAT - 4 weeks (EDC + 28 weeks)	By e-mail	Electronic document	1	-	-
6.7	Initial Provisioning List (IPL)[incl. Recommended Spare Parts List (RSPL) + Recommended Consumable Items List (RCIL) + Recommended Tools and Test Equipment List (RTTL)]	4 IPS 3 4.7 IPS 33-38	FAT - 4 weeks (EDC + 28 weeks)	By e-mail	Electronic document	1	-	-
6.8	Obsolescence Report	4 IPS 3 4.6 IPS 41-43	Final Draft = FAT - 4 weeks (EDC + 28 weeks) First Delivery at PSA (warranty start) + 12 weeks (EDC + 52 weeks)	By e-mail	Electronic document	1	-	-
6.9	Warranty Report	4 IPS 3 4.11 IPS 132	First Delivery at PSA (warranty start) + 12 weeks (EDC + 52 weeks)	By e-mail	Electronic document	1	-	-
6.10	Operation Manuals	4 IPS 3 4.9 IPS 76-77	FAT + 4 weeks (EDC + 36 weeks)	By e-mail	Electronic document	1	-	-
6.11	Maintenance Manuals	4 IPS 3 4.9 IPS 76-77	FAT + 4 weeks (EDC + 36 weeks)	By e-mail	Electronic document	1	-	-
6.12	Training Plan (TRNP)[incl. Training Needs Analysis (TNA)]	4 IPS 3 4.10 IPS 81	Training start - 4 weeks (EDC + 32 weeks)	By e-mail	Electronic document	1	-	-
6.13	In Service Support Plan (ISSP)	4 IPS 3	Warranty start - 4 weeks (EDC + 140 weeks)	By e-mail	Electronic document	1	-	-

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Part I – SSS

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Quantity	Unit Price	Total Firm Fixed Price
6.14	Configuration Management	5						
6.14.1	Configuration Management Plan (CMP)	5.1 CM 5-9	Draft @ EDC + 2 weeks Final Draft @ PDR - 2 weeks (EDC + 10 weeks) Final @ CDR + 4 weeks (EDC + 22 weeks)	By e-mail	Electronic document	1	-	-
6.14.2	Functional Baseline (FBL)	5.2.2 CM 19-24	Draft @ SRR - 4 weeks (EDC + 4 weeks) Final @ SRR + 4 weeks (EDC + 12 weeks)	By e-mail	Electronic document	1	-	-
6.14.3	Allocated Baseline (ABL)	5.2.2 CM 25-26	Draft @ PDR - 4 weeks (EDC + 8 weeks) Final @ CDR - 4 weeks (EDC + 14 weeks)	By e-mail	Electronic document	1	-	-
6.14.4	Product Baseline (PBL)	5.2.2 CM 27-30	Draft @ CDR + 4 weeks (EDC + 22 weeks) Final @ FAT - 4 weeks (EDC + 28 weeks)	By e-mail	Electronic document	1	-	-
6.14.5	Operational Baseline (OBL)	5.2.2 CM 31-32	Draft @ FSA - 4 weeks (EDC + 88 weeks) Final @ FSA + 4 weeks (EDC + 96 weeks)	By e-mail	Electronic document	1	-	-
6.14.6	Configuration Management Database (CMDB)	5.6 CM 66-70	Draft @ CDR - 4 weeks (EDC + 14 weeks) Final @ CDR + 4 weeks (EDC + 22 weeks)	By e-mail	Electronic document	1	-	-
6.14.7	Functional Configuration Audit (FCA) Report	5.5.1 CM 54-59	SAT + 4 weeks (EDC + 40 weeks for 1st article)	By e-mail	Electronic document	1	-	-
6.14.8	Physical Configuration Audit (PCA) Report	5.5.2 CM 60-65	FAT + 4 weeks (EDC + 36 weeks for 1st article)	By e-mail	Electronic document	1	-	-
6.15	System Safety Programme Plan	4.15.3 IPS 169-193	FAT + 4 weeks (EDC + 36 weeks for 1st article)	By e-mail	Electronic document	1	-	-
TOTAL PRICE CLIN 6								
7.0	CLIN 7 (BASE-EVALUATED) TRAINING							
7.1	Training	4.10						
7.1.1	Deliver Training Plan (part of PIP)	4 IPS 3 4.10 IPS 81	Training start - 4 weeks (EDC + 32 weeks)	By e-mail	Electronic document			
7.1.1.1	Training documentation and Materials	4 IPS 3	Training start - 4 weeks (EDC + 32 weeks)	By e-mail	Electronic document	1	-	-
7.1.1.2	Training execution of Testing Personnel (including reports)	4 IPS 3 4.10 IPS 114	FAT + 8 weeks (EDC + 40 weeks)	Training	training course plus documen	1	-	-
7.1.1.3	Training execution of Operators (including reports)	4 IPS 3 4.10 IPS 114	FAT + 9 weeks (EDC + 41 weeks)	Training	training course plus documen	1	-	-

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CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Quantity	Unit Price	Total Firm Fixed Price
7.1.1.4	Training execution of Maintainers (including reports)	4 IPS 3 4.10 IPS 114	FAT + 8 weeks (EDC + 40 weeks)	Training	training course plus documen	1	-	-
7.1.1.5	Training execution of Instructors (including reports)	4 IPS 3 4.10 IPS 114	FAT + 8 weeks (EDC + 40 weeks)	Training	training course plus documen	1	-	-
7.2	Training Needs Analysis (TNA)	4 IPS 3 4.10 IPS 102-108	FAT - 4 weeks (EDC + 28 weeks)	On-site	Task	1	-	-
7.3	Perform Training MB-DSGT System Installation	2.5 SOW 158-189	EDC + 48 weeks	On-site	Task	1	-	-
TOTAL PRICE CLIN 7								-
Total Firm Fixed Price- Base Contract								-
EVALUATED OPTIONS								
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Quantity	Unit Price	Total Firm Fixed Price
						Declare Currency =>		
8.0	CLIN 8 (OPTION-EVALUATED) - IN SERVICE SUPPORT							
8.1	OPTION: In Service Support - Post Warranty for five (5) years service period	4.12 IPS 134-141	End of Warranty Period	By e-mail	Electronic document	1	-	-
8.2	OPTION: In Service Support (ISS) Monthly Report	4 IPS 3 4.14 IPS 150-155	1st Delivery at warranty end +1 month	By e-mail	Electronic document	1	-	-
Total Firm Fixed Price- Evaluated Options								-

Schedule B**PAYMENT MILESTONES SCHEDULE**

Milestone No.	Payment Milestone Description	SSS Reference (CLIN No.)	Payment Amount (Percentage of the Total contract value)	Acceptance (Not Later Than)
1	Delivery and Acceptance of the Project Implementation Plan (PIP)	CLIN 1.3	5%	EDC + 22 Weeks
2	Delivery and Acceptance of the Final System Design	CLIN 3.1	5%	EDC + 22 Weeks
3	Delivery and Acceptance of the Factory Acceptance Test (FAT) Report of the First Article	CLIN 4.2.1, 4.2.2	15%	EDC + 32 Weeks
4	Successful Completion and Provisional System Acceptance (PSA) of the 1st Article (Reference Terminal: 1 x MB-DSGT)	CLIN 4.1, 4.4	15%	EDC + 40 Weeks
5	Successful Completion and Provisional System Acceptance (PSA) of Batch #1 (Training Terminal: 1 x MB-DSGT)	CLIN 7.3, 4.4	10%	EDC + 48 Weeks
6	Successful Completion and Provisional System Acceptance (PSA) of Batch #2 (Production Units: 5 x MB-DSGT)	CLIN 4.3, 4.4	10%	EDC + 60 Weeks
7	Successful Completion and Provisional System Acceptance (PSA) of Batch #3 (Production Units: 5 x MB-DSGT)	CLIN 4.3, 4.4	10%	EDC + 70 Weeks
8	Successful Completion and Provisional System Acceptance (PSA) of Batch #4 (Production Units: 4 x MB-DSGT)	CLIN 4.3, 4.4	10%	EDC + 80 Weeks
9	Successful Completion and Acceptance of Final System Acceptance (FSA)	CLIN 4.6	15%	EDC + 92 Weeks
10	End of Warranty	CLIN 5.0	5%	FSA + 1 year (EDC + 144 weeks)

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IFB-CO-115415-DSGT

**PROVIDE MULTI-BAND DEPLOYABLE SATELLITE GROUND TERMINALS (MB-
DSGT) POOL**

BOOK II

PART II

CONTRACT SPECIAL PROVISIONS

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1 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE CONTRACT GENERAL PROVISIONS

- 1.1 Article 2 “ORDER OF PRECEDENCE” replaces Clause 1 “Order of Precedence” of the Contract General Provisions.
- 1.2 Article 4 “TYPE OF CONTRACT AND PRICE BASIS” augments Clause 7 “Firm Fixed Price Contract” of the Contract General Provisions.
- 1.3 Article 5 “PLACE AND TERMS OF DELIVERY” augments Clause 26 “Taxes and Duties” and Clause 20 “Notice of Shipment and Delivery” of the Contract General Provisions.
- 1.4 Article 8 “PRICING OF CHANGES, AMENDMENTS, OPTIONS, FOLLOW-ON CONTRACTS AND CLAIMS” augments Clause 19 “Pricing of Changes, Amendments and Claims” of the Contract General Provisions.
- 1.5 Article 9 “PARTICIPATING COUNTRIES” augments Clause 9 “Participating Countries” of the Contract General Provisions.
- 1.6 Article 10 “INTELLECTUAL PROPERTY RIGHT INDEMNITY AND ROYALTIES” augments Clause 30 “Intellectual Property” of the Contract General Provisions.
- 1.7 Article 15 “SECURITY” augments Clause 11 “Security” of the Contract General Provisions.
- 1.8 Article 16 “ACCEPTANCE OF DOCUMENTATION AND SERVICE” augments Clause 21 “Inspection and Acceptance of Work” and Clause 22 “Inspection and Acceptance of Documentation” of the Contract General Provisions.
- 1.9 Article 17 “INVOICES AND PAYMENT” augments Clause 25 “Invoices and Payment” of the Contract General Provisions.
- 1.10 Article 1919 “LIQUIDATED DAMAGES” augments Clause 38 “Liquidated Damages” of the Contract General Provisions.
- 1.11 Article 2626 “PERFORMANCE GUARANTEE” replaces sub-clauses 8.1, 8.4 and 8.5 “Performance Guarantee” of the Contract General Provisions.
- 1.12 Article 28 “SUB-CONTRACTS” augments Clause 10 “Sub-contracts” of the Contract General Provisions.
- 1.13 Article 30 “RIGHT OF ACCESS, EXAMINATION OF RECORDS” supplements Article 28 “Right of Access, Examination of Records” of the Contract General Provisions
- 1.14 Article 33 “SUB-CONTRACTS” augments Clause 12 “Release of Information” of the Contract General Provisions.

2 ORDER OF PRECEDENCE

- 2.1 This Article replaces Clause 1 of the Contract General Provisions.
- 2.2 In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:
 - 2.2.1 The Signature Page;
 - 2.2.2 The Contract Schedule of Supplies and Services, Part I;
 - 2.2.3 The Contract Special Provisions, Part II;
 - 2.2.4 The Contract General Provisions, Part III;
 - 2.2.5 The Statement of Work, Part IV and its Annexes.

3 SCOPE OF WORK

- 3.1 The scope of this contract is to provide the overall management, design, delivery, installation, activation, operational training and integrated logistics support as detailed in this Contract to provide sixteen (16) x new multi-band (X- & military Ka-band) Deployable Satellite Ground Terminals (DSGT), including one for training and another one for a reference system.
- 3.2 The Contractor shall provide the supplies and services indicated in the Schedule of Supplies and Services (SSS) and perform the work described in the Statement of Work (SOW) for the implementation of the above stated NATO project.
- 3.3 The Base Contract encompasses the supply of CLINs 1 to 7, while CLIN 8 is an Optional CLIN that the Purchaser has the right to exercise within the timeframe indicated in Article 7 Options.
- 3.4 The agreement and signature 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.

4 TYPE OF CONTRACT AND PRICE BASIS

- 4.1 This Article augments Clause 7 of the Contract General Provisions.
- 4.2 This is a Firm Fixed Price Contract. 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. The Total Contract price is inclusive of all expenses related to the performance of the present contract.

5 PLACE AND TERMS OF DELIVERY

- 5.1 Clause 26 (Taxes and Duties) and Clause 20 (Notice of Shipment and Delivery) of the General Provisions are supplemented by the following:
- 5.2 Supplies and services under this Contract shall be delivered DDP (Delivery Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2020 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services.
- 5.3 The Contractor shall note that the Purchaser is exempt from customs duties and VAT.
- 5.4 Inventory information shall be sent directly to:
NATO Communications and Information Agency
XXXXXXXXXXXXXXXX
NATO Headquarters, Boulevard Leopold III
1110 Brussels, Belgium
Attention: XXXXXXXXXXXXXXXX
E-mail: XXXX.XXXXXX@ncia.nato.int
- 5.5 The Purchaser reserves the right at any time to change the sequence of the MB-DSGT implementations at no additional cost to the Purchaser providing at least thirty (30)-day notice is given to the Contractor in advance to the scheduled delivery/ start of work.
- 5.6 The Contractor will have no right for any claims or recourse with respect to a delay in the Purchaser's confirmation of start of work, as long as the delay does not exceed ninety (90) days from the initially scheduled delivery/ start of work. This delay also applies to the delivery of all Purchaser Furnished Property (PFP).

6 EFFECTIVE DATE OF CONTRACT AND PERIOD OF PERFORMANCE

- 6.1 The Contract shall come into force at the date specified in the Signature Sheet of the Contract, and such date is referred hereafter as the Effective Date of Contract (EDC).
- 6.2 The Contractor shall start work under the contract as from the Effective Date of Contract and shall complete deliveries and works in accordance with the dates indicated in the Schedule of Supplies and Services.
- 6.3 For the performance of some tasks under this contract, the Contractor will need to receive PFP from the Purchaser, as specified in the SOW. The Purchaser will endeavour to make available the required PFP to the Contractor in due time. In case the required PFP are not ready in due time, the parties will agree on a revised date for availability of PFP and the contract schedule will be revised accordingly at no cost to either parties. The Contractor will have no right for any claims in reference to a delay in the Purchaser's availability of PFP, as long as

the delay does not exceed ninety (90) days from the expected date of availability of PFP.

- 6.4 Performance is deemed to have been achieved only when the supplies, documents and services ordered under this Contract have duly been provided in compliance with the requirements of this Contract at the place of performance and accepted in writing by the Purchaser. Performance shall be subject to the inspection clauses of this Contract.
- 6.5 If for any reasons the tasks to be performed against a specific CLIN are successfully completed in less the maximum number of hours shown in the schedule, the milestone will be completed at an earlier date than forecasted. In case of such early completion the Purchaser and Contractor will commonly agree that the contract has been completed and no Contractor claim related to this early completion will be accepted.
- 6.6 The Period of Performance may be extended by up to **five (5) years**, by exercise of the Options specified in Article 7“OPTIONS” hereunder.
- 6.7 The Purchaser will communicate to the Contractor the intention to exercise the Options 3 months prior to the completion of the warranty. Start date of the Optional Years will be notified to the Contractor at least 1 month prior to the commencement of provision of the services through formal Contract Amendment as detailed under Article 7.3 hereunder.

7 OPTIONS

- 7.1 The tasks identified in the Contract Schedule of Supplies and Services as Options are to be intended as options to be exercised by the Purchaser unilaterally and at its sole discretion.
- 7.2 The Contractor understands that there is no obligation under this Contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially)
- 7.3 The Purchaser will communicate the intention to exercise the Options by written notice to the Contractor from Effective Date of Contract to not later than 3 months prior to the end of warranty. The Purchaser has the right to exercise this option at any time within this period at his discretion. Start date of the Optional Years will be notified to the Contractor at least 1 month prior to the commencement of provision of the services through formal Contract Amendment
- 7.4 **CLIN 8** in Part I - Schedule of Supplies and Services represents Option for a 5-year period In Service Support post-warranty of the delivered systems. The Purchaser shall notify the Contractor of its intent to exercise this Option within the timelines specified under Article **Error! Reference source not found.** For the exercised Option Years (i.e. CLIN 8 - In Service Support - Post Warranty for five (5)-year service period), a Contract Amendment will be issued by the

Purchaser confirming the notification previously provided and obligating an amount of funding for the total Contract value.

- 7.5 In addition to the above, the Purchaser reserves the right to order any foreseeable or additional Contract tasks or deliverables, listed or not, either occasionally or at a further stage in the life of the project, which it deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced in using the pricing details and rates per CLIN and price category (Labour/Material/Travel/ODC/Rates) provided by the Contractor as part of its Price proposal (Bidding Sheets) and included in this Contract by reference, in accordance with the provisions of Article 7 below.
- 7.6 The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period of performance. 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.
- 7.7 The Purchaser reserves the right to request another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.
- 7.8 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. In this case the Contractor shall honor such right at the same rates and conditions as stated in Part I – Schedule of Supplies and Services.
- 7.9 If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.

8 PRICING OF CHANGES, AMENDMENTS, OPTIONS, FOLLOW-ON CONTRACTS AND CLAIMS

- 8.1 This Article augments Clause 19 of the Contract General Provisions.
- 8.2 The Purchaser may at any time, by written order designated or indicated to be a Change Order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, in accordance with Clause 16 (Changes) of the Contract General Provisions.

- 8.3 Changes, modifications, follow-on Contracts of any nature, and claims shall be priced in accordance with Clause 19 (Pricing of Changes, Amendments and Claims) of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in the Annex 1 to the Contract General Provisions.
- 8.4 Contractor's pricing proposals shall be fair and reasonable and subject to agreement at the time when the change is ordered.
- 8.5 Contractor price quotations for Contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.
- 8.6 The pricing information contained in the cost breakdown sheets submitted with the Bidding Sheets, as part of the Contractor's Price Proposal, will constitute the basis for Contractor's pricing proposals for Changes and Claims, and any future negotiations related to possible future amendments to this Contract. The Contractor will use all reasonable endeavours to maintain the prices specified therein. Changes to these prices shall be accompanied with documentation and explanation of the change.
- 8.7 Contractor's pricing proposals shall be established in the currency of the Contract as stated on the Signature Page. Prices may also be stated in any currency of the Participating NATO Countries provided that, and only to the extent that, the Contractor has expenses in the currency directly related to the current Contract.
- 8.8 Each Contractor's pricing proposal shall be accompanied by the certifications required by Clauses 19.6 and 19.7 of the Contract General Provisions.

9 PARTICIPATING COUNTRIES

- 9.1 This Article augments Clause 9 of the Contract General Provisions.
- 9.2 The following NATO member nations have agreed to fund this acquisition effort: (in alphabetical order):
ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVENIA, SLOVAKIA, SPAIN, TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES OF AMERICA.
- 9.3 The Contractor may issue sub-contracts to firms and purchase from qualified vendors from any participating NATO member nation. None of the work, including project design, labour and services, shall be performed other than by firms from and within Participating Countries, as per NATO policy.

- 9.4 The Contractor shall notify in writing to the Purchaser immediately upon being informed of any change in the nationality of its Sub-contractor(s) which would prevent the Contractor from further complying with Article 9.3 above. Upon receipt of this information from the Contractor, the Purchaser may, within three months from this notification, require the Contractor to find an alternate subcontractor, complying with the requirements set out in Article 9.3 above.
- 9.5 Unless authorised by NATO Policy, no material or items of equipment down to and including identifiable sub-assemblies delivered under this Contract shall be manufactured or assembled by a firm other than from and within a Participating Country. This applies to (Sub-)Contractor/Third Party-Owned equipment as well.
- 9.6 The Intellectual Property Rights (including (Sub-)Contractor/Third Party-Owned IPR) to all designed documentation and 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 community.

10 INTELLECTUAL PROPERTY RIGHT INDEMNITY AND ROYALTIES

- 10.1 This Article augments Clause 30 (Intellectual Property) of the Contract General Provisions.
- 10.2 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licenses necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries.
- 10.3 The Contractor shall exclude from his prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilised free of charge by member nations of NATO and by NATO organizations.
- 10.4 The Contractor shall report in writing to the Purchaser during the performance of this Contract the royalties excluded from his price for patent utilised under the agreements mentioned in paragraph above and the amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

11 CONTRACT ADMINISTRATION

- 11.1 The Purchaser is the NATO CI Agency (NCI Agency). The Purchaser is the Point of Contact for all Contractual and Technical issues. The Purchaser reserves the

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

- 11.2 The Contractor shall accept Contract modifications only in writing from the Purchaser’s Contracting Authority.
- 11.3 All notices and communications between the Contractor and the Purchaser shall be written and conducted in English. Contract modifications only become valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.
- 11.4 Formal letters and communications shall be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official Points of Contact quoted in this Contract. Fax, email or other electronic means may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communications means.
- 11.5 Informal notices and informal communication may be exchanged by any other means, including telephone or email, where the classification of the information permits such mean of communication. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.
- 11.6 Any discussion, negotiation with Contractor representatives shall be recorded in minutes which shall be generated and coordinated by the Contractor, and signed by authorised representatives of both Contractor and Purchaser. All minutes are considered to be a summary record of discussions and specific actions to be undertaken by the parties as a result of meetings. If the contents of these minutes fall within the scope of the Contract or specifications, then no amendment action will be initiated by the Purchaser. If, however, it is considered by either party that certain discussions and decisions have taken place at meetings that fall outside the scope of these documents, then this fact shall be recorded at the time and brought to the immediate attention of the Contracting Authority for resolution via amendment to the Contract.
- 11.7 All notices and communication shall be effective upon receipt.
- 11.8 Official Points of Contact (POC) are:

Purchaser	Contractor
NCI AGENCY Acquisition Directorate Boulevard Leopold III B-1110 Brussels Belgium	[To Be Determined]

<p><u>For contractual matters:</u></p> <p>Attn: Title: Tel: E-mail:</p>	<p><u>For contractual matters:</u></p> <p>Attn: Title: Tel: E-mail:</p>
<p><u>For technical/ project management matters:</u></p> <p>Attn: Title: Tel: E-mail:</p>	<p><u>For technical/ project management matters:</u></p> <p>Attn: Title: Tel: E-mail:</p>

- 11.9 The Contractor shall be aware of the possible need to work closely with and participate in meetings and reviews to be held jointly with third parties who perform work which contributes to, or is strongly related to, work conducted under this Project, mainly constituted by, but not limited to, the Contractor performing work under the CO-115415-DSGT contract and other related NATO Contractors.
- 11.10 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, his responsibilities to work/ co-ordinate with third parties running work on or related to this Project.
- 11.11 The above described effort is already included in the Total Firm Fixed price of this Contract and the Contractor shall have no recourse for additional costs or delays in the performance of this Contract on the basis of the above described effort.
- 11.12 The Purchaser reserves the right to make technical documentation available to third parties.

12 TECHNICAL DIRECTION

- 12.1 The Contract will be administered by the Purchaser in accordance with the Article 9 of these Contract Special Provisions.
- 12.2 Contractor’s personnel working on this Contract shall perform the effort within the general scope of work identified in the Statement of Work. This effort will be directed on a more detailed level by the Purchaser’s Project Manager identified

under Article 9.8, who will provide detailed tasking and instruction on how to proceed.

- 12.3 The Purchaser reserves the right to assign a Technical Representative(s) who will monitor work in progress and provide Contractor personnel with instructions and guidance (within the general scope of work) in performance of their duties and working schedule.
- 12.4 Neither the Purchaser's Project Manager, nor the Technical Representative(s) have the authority to change the terms of the Contract or to increase the overall cost, duration or level of effort of the Contract.
- 12.5 In case the Contractor has reasons to believe that any technical direction received from the Project Manager or the Technical Representative(s) constitutes a change to the terms, conditions and/or specifications of the Contract, the Contractor shall immediately inform in writing the NCI Agency Contracting Authority, who will either confirm or revoke such direction within two weeks after notification by the Contractor.
- 12.6 If such direction is confirmed as a change, this change will be formalised by written amendment to the Contract pursuant to Clause 16, "Changes", of the NCI Agency Contract General Provisions.
- 12.7 Failure of the Contractor to notify the NCI Agency Contracting Authority of the direction constituting change of the Contract, within the timelines specified in Clause 16.9 of the NCI Agency Contract General Provisions, will result in a waiver of any claims pursuant to such change.
- 12.8 All changes to the service management documentation, including the implementation schedules, agreed between the parties shall bear a formal version number and a date from which the change applies.
- 12.9 Notwithstanding the above, service management documentation, particularly any implementation schedule such as the Project Implementation Plan (PIP) shall not affect the original delivery dates as specified in the Schedule of Supplies and Services, nor waive the associated Liquidated Damages.
- 12.10 The Purchaser will bear no liability for changes to the Contract which are not expressly authorized by the Contracting Authority in writing.
- 12.11 Similarly the Purchaser shall not be liable for costs incurred by the Contractor resulting from changes in Contract performance authorized by other than the Contracting Authority.

13 KEY PERSONNEL

- 13.1 The individuals listed below are considered to be key to the performance of this Contract and may not be replaced by the Contractor with substitute personnel

without the prior written approval of the Purchaser and are subject to the provisions of this Article as set forth in the following paragraphs. The Key Personnel are as follows:

POSITION	NAME
Project Manager	
Technical Lead	
Test Director	
IPS Manager	
Training Manager	
Configuration Manager	

- 13.2 The Contractor's key personnel assigned to the present Contract shall remain working on the Contract for as long as required by the terms of the present Contract. However, in the event where the Contractor has no control over the individual's non-availability (e.g., resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser of the prospective vacancy with no delay, and must nominate, with no additional costs for the Purchaser, a substitute(s) of equivalent or higher qualification and experience within **20 working days** of the date at which the Contractor has knowledge of the loss of service of such key personnel. The replacement personnel shall be made available for the Contract upon Purchaser acceptance of the proposed substitute.
- 13.3 The Purchaser may consider any application raised by the Contractor for changes in the key personnel, provided that all the following conditions are met:
- i. The Contractor shall guarantee an overlap/handover period of minimum two (2) weeks at no additional cost to the Purchaser,
 - ii. The CV of the replacement personnel is provided, which allows the Purchaser to assess whether the proposed substitution meets the conditions related to the skill and experience requirements of the key personnel identified in the Statement of Work,
 - iii. The corporate knowledge of the team is preserved after the replacement.
- 13.4 The Purchaser will confirm any consent given to a substitution in writing through an Amendment to the Contract stating the effective date of change of personnel, and only such written consent shall be deemed as valid evidence of Purchaser consent.
- 13.5 The Purchaser has the right to refuse any proposed substitution if not meeting the qualifications and request the Contractor to offer another qualified individual in lieu thereof.
- 13.6 The Purchaser reserves the right to reject a Contractor's staff member after acceptance of a Contractor's staff member on the basis of his/her CV if the

individual is not providing the required level of support. The Purchaser will inform the Contractor in writing in case such a decision is taken and the Contractor shall propose and make another staff member available within three working days after the written notification, at no additional costs to the Purchaser.

- 13.7 Delays by the Contractor in replacements exceeding two weeks and causing a lower level of Contractor effort and/or performance will be penalised in accordance with Clause 38 of Contract General Provisions.
- 13.8 In addition to the Article 13.6 above, if the Contractor is unable to nominate and/or replace the lost personnel within the timeframe mentioned in Article 13.2 above, the Purchaser may conclude that the loss of the Key Personnel endangers progress under the Contract to the extent that the Purchaser may resort to the Clause 39 – “Termination for Default” of the Contract General Provisions for redress of the situation.

14 INDEPENDENT CONTRACTOR

- 14.1 The Personnel provided by the Contractor 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.
- 14.2 The Purchaser shall not be responsible for securing work permits, visas, leases nor tax declarations, driving permits, etc., with national or local authorities.
- 14.3 Contractors personnel employed under this Contract are not eligible for any diplomatic privileges or for NATO employee benefits.
- 14.4 The Contractor is responsible for providing the necessary insurance for his personnel and equipment as needed in the area of operations and for performing the Contract, without any cost to the Purchaser.
- 14.5 The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.

15 SECURITY

- 15.1 This Article augments Clause 11 of the Contract General Provisions.
- 15.2 The security classification of this Contract is “NATO UNCLASSIFIED”.
- 15.3 In the performance of all works under this Contract it shall be the Contractor’s responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the Purchaser and by the local authorities.

- 15.4 Contractor and /or Subcontractor personnel employed under this Contract that will require access to locations, such as sites and headquarters, where classified material and information up to and including “NATO SECRET” are handled shall be required to have a NATO security clearance up to this level. Contractor personnel who need System Administrator or Operator privileges when working on NATO SECRET systems shall be required to hold NATO CTS (Cosmic Top Secret) clearances.
- 15.5 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with applicable security regulations.
- 15.6 The Contractor will be required to handle and store classified material to the level of “NATO SECRET”.
- 15.7 It shall be the Contractor’s responsibility to obtain the appropriate personnel and facility 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.
- 15.8 Failure to obtain or maintain the required level of security for Contractor personnel and facilities 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 39 (Termination for Default) of the Contract General Provisions.
- 15.9 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.

16 ACCEPTANCE OF DOCUMENTATION AND SERVICE

- 16.1 This Article augments Clauses 21 and 22 of the Contract General Provisions.
- 16.2 Acceptance of Documentation delivered under this Contract will be made according to Clause 22 – “Inspection and Acceptance of Documentation” of the Contract General Provisions and Contract Statement of Work – Section 3.8
- 16.3 Acceptance of Service delivered under this Contract will be made according to Clause 21 – “Inspection and Acceptance of Work” of the Contract General Provisions and Section 8 of the Statement of Work.
- 16.4 The acceptance by the Purchaser of the Contractor's design documentation required by this Contract signifies that the documents delivered appear logical and consistent. The acceptance does not constitute an endorsement or approval of the design by the Purchaser and does not relieve the Contractor of the obligation to meet the performance requirements of this Contract in the event

that the design eventually proves to be non-compliant in site testing and follow-on service delivery.

- 16.5 The Contractor shall maintain all reports for the previous month on the secure web-application.
- 16.6 All deliverables will be inspected for content, completeness, accuracy, and conformance to purchase order requirements by the Purchaser. Acceptance will be made in writing by the Purchaser.
- 16.7 The basis for acceptance shall be compliant with the requirements set forth in the Statement of Work, the terms and conditions of the Contract. Deliverable items rejected shall be corrected in accordance with the direction found in the Contract.
- 16.8 Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Purchaser have been corrected.
- 16.9 In the event the Contractor anticipates difficulty in complying with any delivery schedule, the Contractor shall immediately provide written notice to the Contracting Authority. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Purchaser of any delivery schedule, or any rights or remedies provided by law or under the contract.
- 16.10 Under the terms of this Contract, the Contractor shall make available the completed MB-DSGT systems to the Purchaser for Factory Acceptance Tests (FAT), System Acceptance Tests (SAT), and Provisional System Acceptance (PSA) at the times specified in the Schedule of Supplies and Services and in accordance with the SOW, together with the related documentation. In order to be considered compliant with the terms and conditions of this contract, the Contractor shall present the MB-DSGT systems in an operable condition. The term 'operable condition' under this contract means that there are no defects or incomplete works which will hinder the normal operations of the Staff. All installed hardware and software shall be in proper working order and works shall have been satisfactorily completed so that access and ability of the working spaces are not jeopardised and the environmental support elements are in working order.
- 16.11 Unless otherwise specifically provided for in the Contract, all equipment, materials, and supplies incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this contract.
- 16.12 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under

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

17 INVOICES AND PAYMENT

- 17.1 This Article augments Clause 25 of the Contract General Provisions.
- 17.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 17.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 17.4 All invoices must reference the following information. The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number: **CO-115415-DSGT**;
 - b) Contract Amendment number (if any);
 - c) Purchase Order number specified in the Contract or Amendment Signature Sheet (TBD at Contract Award);
 - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN) as they are defined in the priced Schedule of Supplies and Services;
 - e) Number of units, price per unit, currency;
 - f) Bank account details for international wire transfers (SWIFT, BIC, IBAN);
 - g) Payment conditions in line with the Contract (Article 14.16 below);
 - h) The certificate below that shall be signed by a duly authorised company official on the designated original:

*"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received. Order placed for official use. Exemption from VAT Article 42,§3&3*of VAT Code for Belgium or Article 151, §1b of the Council*

Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services.”

- 17.5 CLINs will be paid as below based on Purchaser milestone approval in writing.
- 17.6 Evidence of the acceptance by the Purchaser shall be attached to all invoices.
- 17.7 The Contractor shall be entitled to submit invoices in accordance with the following **Payment Milestones Schedule** at Schedule B of the SSS :
- 17.8 Invoices referencing “**CO-115415-DSGT/ PO** [...]” shall be submitted in electronic format only to the following POCs:
- a) accountspayable@ncia.nato.int ;
 - b) Contracting Authority under Article 17.7.
- 17.9 No payment will be made if CLIN items agreed for delivery before milestones are not complete as described in bidding sheets, SSS and SOW.
- 17.10 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 17.11 No payment will be made for additional items delivered that are not specified in the contractual document.
- 17.12 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 19 “Taxes and Duties” of the Contract General Provisions.
- 17.13 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 17.14 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 17.15 Unless otherwise specified, the Contractor shall prepare and submit its invoices solely by electronic means (without paper submission). Contractor’s invoices submitted by electronic means shall be in a static, non-modifiable format (such as PDF, other). The Contractor shall ensure the accuracy, authenticity of the origin and legibility of any invoice submitted by electronic means.
- 17.16 NCI Agency will make payment within forty five (45) days of receipt by the NCI Agency of a properly prepared and documented invoice.

18 CONTRACTOR COTS RESPONSIBILITY

- 18.1 When software version numbers are specified in the Schedule of Supplies and Services, the Purchaser must approve in writing any change in the versions that will be delivered or utilised under subject contract.

- 18.2 The Contractor shall monitor changes and/or upgrades to Commercial Off The Shelf (COTS) software to be delivered or utilised under subject contract.
- 18.3 The Contractor shall notify the Purchaser of any proposed changes in the commercial off the shelf software to be delivered or utilised. Such notification shall provide an assessment of the changes and the impact to any other items to be delivered under this contract.
- 18.4 When hardware references (part number or brand reference, model) are specified in the Statement of Work or Contractor's proposal, the Purchaser must approve in writing any change that will be delivered or utilised under subject contract.
- 18.5 As changes in technology occur, the Contractor will propose substitution of new products/items for inclusion in this Contract. The proposed items should provide at least equivalent performance with lower prices and/or life-cycle support costs, or enhanced performance without a price or cost increase.
- 18.6 The contractor will provide price and performance data to support an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the contract, an equitable price adjustment will be negotiated, and the proposed item(s) shall be added to the contract by bilateral modification under the authority of this clause.

19 LIQUIDATED DAMAGES

- 19.1 This Article augments Clause 38 of the Contract General Provisions.
- 19.2 If the Contractor fails to:
- 19.2.1 meet the delivery schedule of the Deliverables or any specified major performance milestones or required performance dates specified in the Schedule of Supplies and Services to this Contract, or any extension thereof, or
 - 19.2.2 deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed **liquidated damages of 1% (one per cent) per week** of the associated payment set forth in the schedule of payments provided in Schedule B of the SSS.
- 19.3 In addition to the liquidated damages, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39

(Termination for Default) of the Contract General Provisions. In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 39.5 (Termination for Default) of the Contract General Provisions.

- 19.4 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 39.6 (Termination for Default) of the Contract General Provisions. In such event, subject to the provisions of Clause 41 (Disputes) of the Contract General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.
- 19.5 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the afore-mentioned rate to **15% of the value of each line item individually** and an aggregate sum of all delinquent items **not to exceed 15% of the value of the total Contract**. These liquidated damages shall accrue automatically and without any further notice being required.
- 19.6 The amount of Liquidated Damages and Penalties 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.

20 TITLE AND RISK OF LOSS

- 20.1 In accordance with the NCIA General Provisions Clause 23 (Use and Possession Prior to Acceptance) and Clause 24 (Ownership and Title), the Title and Risk of Loss to all delivered/installed equipment, software and documentation shall transfer to and vest with the Purchaser, upon Provisional System Acceptance (PSA) of each delivered/installed MB-DSGT as defined in SOW Section 4.16 and Section 8 except where such software is otherwise under license to the Purchaser. In such cases, the software license shall be transferred to the Purchaser.

21 WARRANTY

- 21.1 Warranty shall start after each PSA, as indicated in the SOW, and shall have a duration of a minimum of twelve (12) months until FSA for all hardware and software and for all services to be provided as part of this contract.
- 21.2 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants for the total

duration of the above referred period and covering all items of hardware and software, that:

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

21.3 The word “defect” means any condition or characteristic, which is or becomes a variance to the performance specifications and to the intended function of the supplies. The defects include, but are not limited to, design defects, workmanship defects, material defects and defects that result from normal wear and tear. The only defect, which is excluded, is a Purchaser-caused defect as a result of wilful damage or gross negligence and the burden of proof of such wilful damage or gross negligence will rest with the Contractor.

21.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by engaging with the Purchasers personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractors responsibility within the warranty. The Contractor shall resolve all defects within seven (7) calendar days of their first being reported.

21.5 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this clause. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well as responsibility for such supplies, i.e. damage and loss that may occur during transportation under warranty.

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

21.7 In the event of the Contractor’s failure to repair or replace failed equipment within five (5) days of its pickup or of the arrival of Contractor repair personnel on the installation site, the Purchaser will have the right, at his discretion, and having given the Contractor due notice, to:

- a) remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor’s expenses;
- b) equitably reduce the contract price; and/or

- c) terminate for default that portion of the Contract relating to the defective work.
- 21.8 Notwithstanding the provision of above article A, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 21.9 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this clause, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the provision of this Contract entitled “Disputes and Arbitration”.

22 SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS

- 22.1 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 39 – “Termination for Default” of the Contract General Conditions.
- 22.2 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 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

23 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 23.1 The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications (including drawings) 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.
- 23.2 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 availability and performance requirements of the said specifications.
- 23.3 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:
- 23.3.1 based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
- 23.3.2 otherwise derived from the aforesaid specifications,
- 23.3.3 and hereby waives any claims or demands so based or derived as might otherwise arise.
- 23.4 Notwithstanding the "Changes" Clause 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 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.

24 RIGHTS IN TECHNICAL DATA

- 24.1 For the purpose of this clause, "technical data" is defined to mean all recorded information of a technical nature to support maintain or operate the services being purchased under this Contract. It is to include, but is not limited to, technical literature such as text in manuals, drawings, design documents, equipment instructions, illustrations, schematics or wiring diagrams, test procedures, parts lists, computer software etc.
- 24.2 The Contractor hereby grants to NATO the unrestricted rights without further payment to use, duplicate or disclose, in whole or in part, any technical data, resulting directly from the performance of this Contract for NATO purposes.

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

25 CARE AND DILIGENCE OF PROPERTY - RISK OF LOSS

- 25.1 The Contractor shall use reasonable care to avoid damaging building, equipment, and vegetation (such as trees, shrub and grass) on the work site.
- 25.2 If the Contractor damages any such building or equipment, it shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If it 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.
- 25.3 The Purchaser shall exercise due care and diligence for Contractor's and Purchaser's equipment, tools and materials at each Node (site) supplied and/or used for the performance of this Contract. Notwithstanding anything to the contrary herein contained in this Contract, the Purchaser will not assume any liability for damages occurring to or occasioned by said equipment, tools and materials except for gross negligence or wilful misconduct of the Purchaser or his servants, agents or subcontractors.

26 PERFORMANCE GUARANTEE

- 26.1 This Article replaces the Contract General Provisions Clause 8 – “Performance Guarantee” sub-clauses 8.1, 8.4 and 8.5.
- 26.2 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the “Performance Guarantee”) denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price specified in the Contract Signature Sheet and Article 4 above. In case the Part I Schedule of Supplies and Services Option to extend the Period of Performance is exercised under the provision 6.3 above, the value of the Performance Guarantee shall be adjusted to ten per cent (10%) of the Total Value of the Contract for the Optional Years.
- 26.3 The standby letter of credit shall be issued by a financial institution listed in **Annex A of the Contract Special Provisions** either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a different bank not listed in Annex A of the Contract Special Provisions to pay all or part of a stated

amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit.

- 26.4 The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period of the base contract as specified under Article 6 above, and such relief may be granted by the Purchaser.
- 26.5 The Purchaser shall not bear any liability related to financial guarantees, which the Contractor is required to provide under this Contract.

27 LANGUAGE OF WORK

- 27.1 The working language of the Project Team is English and the associated technical documents are delivered in English. All Contractor's personnel engaged in this project shall have a thorough knowledge of the English language.
- 27.2 Failure to satisfy this requirement may be the basis for Purchaser's request of change of personnel.

28 SUB-CONTRACTS

- 28.1 This Article augments Clause 10 of the Contract General Provisions.
- 28.2 The Contractor warrants the following:
- 28.2.1 that it and its Sub-Contractors have been duly authorised to provide the required services and do business with NATO;
 - 28.2.2 that it and its Sub-Contractors have obtained or shall obtain all necessary licenses and permits required in connection with the Contract;
 - 28.2.3 that it and its Sub-Contractors shall fully comply with all the laws, decrees, labour standards and regulations that are applicable during the performance of the Contract;
 - 28.2.4 that no claim for additional moneys with respect to any authorisations to perform shall be made upon NATO;
 - 28.2.5 that the Contractor has flown down to the subcontracts the prime Contract provisions deemed necessary to meet the requirements of the Contract (eg security, liabilities, termination terms etc).

29 OPTIMISATION

- 29.1 The Contractor is encouraged to examine methods and technology that may increase efficient operation and management of the system(s) on which the required services are provided to the Purchaser, thus reducing operating and manpower costs and the overall cost to the Purchaser.

- 29.2 The Contractor may, at any time during the Period of Performance, introduce Engineering Change Proposals (ECPs) offering innovations and/or technology insertion with a view towards reducing the overall cost to the Purchaser.
- 29.3 Any such ECP submitted shall cite this Clause as the basis of submission and provide the following information:
- 29.3.1 A detailed description of the technical changes proposed, the advantages, both long and short term, and an analysis of the risks of implementation;
 - 29.3.2 A full analysis of the prospective savings to be achieved in both equipment and manpower, including, as appropriate, utility and fuel consumption and NATO manpower, travel, etc.;
 - 29.3.3 A full impact statement of changes that the Purchaser would be required to make, if any, to its operational structure and management procedures;
 - 29.3.4 A fully detailed proposal of any capital investment necessary to achieve the savings;
 - 29.3.5 A schedule of how the changes would be implemented with minimal negative impact to on-going performance and operations.

30 RIGHT OF ACCESS, EXAMINATION OF RECORDS

- 30.1 The Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees
- 30.2 Definitions. As used in this clause
- 30.2.1 **Resource Committees** means committees under the North Atlantic Council (NAC) that are responsible, within the broad policy guidance provided by the Resource Policy and Planning Board (RPPB) on matters of resource allocation, for the implementation of the NATO Security Investment Programme (NSIP) or Budget/Civil budgets.
 - 30.2.2 **Mandated Third Party Audits** means audits mandated by a resource committee.
 - 30.2.3 **Third Party Auditor** means an independent, external audit body for NATO such as the International Board of Auditors for NATO (IBAN) or an appointed private contractor (including its experts, technical consultants, subcontractors, and suppliers) providing audit support under a Resource Committee Appointment based on an agreed mandate.
 - 30.2.4 **Sensitive information** means information of a commercial, financial, technical, proprietary, or privileged nature. The term does not include information that is lawfully, publicly available without restriction.

- 30.3 The Purchaser may disclose to a mandated third party auditor, for the sole purpose of audit support activities, any information, including sensitive information, received –
- 30.3.1 Within or in connection with a bid, quotation or offer; or
 - 30.3.2 In the performance of or in connection with a contract.
- 30.4 **Flowdown.** Include the substance of this clause, including this paragraph (30.4), in all subcontracts, including subcontracts for commercial items.

31 FORCE MAJEURE

- 31.1 **“Force Majeure”** means the occurrence of an event or circumstance that prevents a Party (the “Affected Party”) from performing one or more of its contractual obligations under the Contract, provided that: (i) it renders performance impossible; (ii) it is beyond the Affected Party’s reasonable control and without the Affected Party’s cause, fault or negligence; (iii) by its nature it could not have been reasonably foreseen at the time of conclusion of the Contract; and (iv) the effects of it could not reasonably have been avoided or overcome by the Affected Party.
- 31.2 Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [31.1] are all fulfilled, include:
- 31.2.1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
 - 31.2.2 civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
 - 31.2.3 currency and trade restriction, embargo, sanction;
 - 31.2.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
 - 31.2.5 plague, epidemic, natural disaster or extreme natural event;
 - 31.2.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
 - 31.2.7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 31.3 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.
- 31.4 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:

- 31.4.1 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;
 - 31.4.2 the suspension of performance is of no greater scope than is necessitated by Force Majeure;
 - 31.4.3 the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [31.4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.
- 31.5 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.
- 31.6 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.

32 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

- 32.1 If a Contractor merges, is acquired, or recognizes a successor in interest to the Purchaser contracts when the Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by someone else other than the Contracting Authority, the Contractor must notify the Contracting Authority and provide a copy of the novation or other any other agreement that changes the status of the Contractor. Any successor must be in full compliance with all terms and conditions of this contract.

33 RELEASE OF INFORMATION

- 33.1 This Article augments Clause 12 (Release of Information) of the Contract General Provisions.
- 33.2 Under no circumstances shall the Contractor, subcontractor, teaming partner, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Purchaser.
- 33.3 The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed

or preferred by the Purchaser or is considered by the Purchaser to be superior to other products or services.

34 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

- 34.1 The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 34.2 The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Consultants employed under this Contract are not eligible for any diplomatic privileges or NATO employee benefits.

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

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

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

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION
AGENCY**



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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1. ORDER OF PRECEDENCE

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

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

2. DEFINITIONS OF TERMS AND ACRONYMS

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

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

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

3. AUTHORITY

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

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

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

5. LANGUAGE

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

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

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

7. FIRM FIXED PRICE CONTRACT

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

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the

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provisions of the Contract regarding Termination for Default.

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

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

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

- 1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____ . We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency ("NCIA and (NAME OF CONTRACTOR)).
- 2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
- 3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

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

4. This Letter of Credit is effective the date hereof and shall expire at our office located at _____(Bank Address)_____ on _____. All demands for payment must be made prior to the expiry date.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ (“Final Expiry Date”) without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

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

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

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

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

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

10. SUB-CONTRACTS

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

11. SECURITY

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

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

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

12. RELEASE OF INFORMATION

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

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

13. **PURCHASER FURNISHED PROPERTY**

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

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

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

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

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

13.6 The inventory shall note whether:

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

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

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

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

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

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

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

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

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

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

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

17. STOP WORK ORDER

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

arriving at the termination settlement.

18. CLAIMS

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

18.2 Claims shall be specifically identified as such and submitted:

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

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

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

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

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

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

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

.....

.....
SIGNATURE

Date

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

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

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

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

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

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

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

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

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

20. NOTICE OF SHIPMENT AND DELIVERY

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

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

21. INSPECTION AND ACCEPTANCE OF WORK

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

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

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

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manner as not to unduly delay the Work.

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

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

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

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

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

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

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

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

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

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

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

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

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

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

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

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

OR

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

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

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

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

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

26. **TAXES AND DUTIES**

- 26.1 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 26.2 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- 26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.
- 26.4 If, after complying with all national and local legal and administrative

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

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

27. WARRANTY OF WORK (Exclusive of Software)

27.1 For the purpose of this Clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

29. **PATENT AND COPYRIGHT INDEMNITY**

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

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

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

29.3 This indemnity shall not apply under the following circumstances:

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

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

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

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

30. INTELLECTUAL PROPERTY

30.1 *Purchaser Background IPR*

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

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

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

30.2 *Contractor Background IPR*

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

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

30.3 ***Foreground IPR***

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

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

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

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

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

30.3.6 The Contractor shall:

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

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

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- 30.3.7 The Contractor undertakes:
- 30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and
 - 30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to:
 - (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.
- 30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 ***Third Party IPR***

- 30.4.1 Any use of Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to the Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Third Party IPR for the purpose of exploiting or otherwise using the Foreground IPR.
- 30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).
- 30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract

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

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

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

30.5 Subcontractor IPR

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

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

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

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

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

31.2 Notification Requirement

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

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

31.3 Duration of the Warranty

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

31.4 Purchaser Remedies for Breach

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

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

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

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

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

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

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may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

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

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

31.5 Limitations and Exclusions from Warranty Coverage

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

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

31.6 Markings

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

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

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

32. NATO CODIFICATION

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

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

32.11 Markings

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

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

33. RELEASE FROM CLAIMS

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

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

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

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

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

34. ASSIGNMENT OF CONTRACT

34.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.

34.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

35. TRANSFER AND SUB-LETTING

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

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

36. PURCHASER DELAY OF WORK

36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.

36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:

36.2.1 to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or

36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.

36.3 No claim under this Clause shall be allowed:

36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;

36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and

36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

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

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

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

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

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

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

38.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

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

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

39. TERMINATION FOR DEFAULT

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

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

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the Contractor to meet the required delivery schedule.

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

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

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

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

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

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

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

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

- 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
- 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.

- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In

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

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

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

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

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

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

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

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

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

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

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

41. DISPUTES

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

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

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

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

42. ARBITRATION

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

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

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

determine the apportionment of the arbitration expenses.

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

43. SEVERABILITY

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

44. APPLICABLE LAW

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

* *

ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA. General

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

B. Purchaser's Pricing Principles

1. Allowable cost

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

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

i. Direct Costs

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

ii. Indirect Costs

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

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

2. Unallowable Costs

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

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

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

3. Rates and Factors

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

4. Profit/Benefit

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



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

IFB-CO-115415-DSGT

**PROVIDE MULTI-BAND DEPLOYABLE SATELLITE GROUND TERMINALS
(MB-DSGT) POOL**

BOOK II

PART IV

STATEMENT OF WORK (SOW)

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1 Introduction

1.1 Background

- [1] NATO requires a mix of multi band (X and military Ka) Deployable Satellite Ground Terminals (MB-DSGTs) and Transportable Satellite Ground Terminals (TSGTs) to provide a Beyond Line-Of-Sight (BLOS) transmission capability to interconnect NATO's deployed Headquarters (HQ) or to provide a reach-back capability into the static environment.
- [2] The Deployable Communications and Information Systems (DCIS) Points of Presence (PoP) of the supported HQ require DSGTs to augment the transmission capabilities provided by TSGTs at the large DCIS PoPs involved in high-intensity DCIS missions. Furthermore, smaller, stand-alone DCIS PoPs (e.g. mini-PoPs) deploying in support of small teams require DSGTs to operate in support of Lower INTensity DCIS missions (LINDCIS).
- [3] The DSGTs supporting the above functions today are reaching their end-of life. This fact, together with the introduction of military Ka-band in the future space segment delivered through another project, drives the need to introduce a new generation of MB-DSGT that can operate in the traditional X-band as well as in the military Ka-band.
- [4] NATO currently owns and operates 21 X-Band Deployable Satellite Ground Terminals (DSGTs) to support ongoing missions and operations. These DSGTs were procured in several batches between 2006 and 2009, and many have been used and operated in harsh operating conditions.
- [5] The new Capability Package (CP) 9A0130 has been prepared to provide NATO with updated SATCOM Transmissions Services, to include both Space and Ground Segment Capabilities.
- [6] One element of the CP 9A0130 is contained in Project 0CM03114 (Provide Multi-band DSGT Pool). This project (internally and informally referred to as "Project 14") is to provide the necessary deployable terminals that will support NATO's deployed operations throughout the life of the CP from 2020 until end 2034, which is the scope of this Contract.

1.2 Purpose

- [7] This Project "Provide **Multi-band Deployable Satellite Ground Terminals (MB-DSGTs) Pool**" will provide 16 new multi-band capable DSGTs that will be required to support the Core mission requirements of the future Major Joint Operations (MJO) and Smaller Joint Operations (SJO) missions of the NATO Level of Ambition (LoA).
- [8] The total number of new MB-DSGTs required include 14 MB-DSGTs to support the Core mission requirements, 1 MB-DSGT for use as a testing, maintenance and reference terminal, and 1 MB-DSGT as a training terminal.
- [9] This Statement of Work (SOW) defines the tasks and obligations to be performed by the Contractor in order to meet NATO's requirement to deliver a fully coherent and interoperable MB-DSGT Pool in support of the purpose above.
- [10] The systems to be delivered, will give NATO deployed forces access to NATO's SATCOM transmission infrastructure and contribute to the provision of secure SATCOM transmission services.
- [11] This project will complement and interoperate with the current fleet of terminals (DSGTs and TSGTs) as well as existing DSGT legacy modem and baseband transit cases (until the future Deployable Baseband Augmentation Component (DBAC) transit cases are provisioned under another Project-

- [12] The MB-DSGT consists of the Antenna Subsystem, the X-band RF Subsystem, the Ka-band RF Subsystem, a Monitor & Control Laptop, and the necessary transit cases for transport and storage.
- [13] The MB-DSGT is primarily intended to support DCIS transmission requirements, either as standalone transmission bearers or to augment the transmission capacity of collocated TSGTs.

1.3 Scope

- [14] The project will provide a pool of sufficient multi-band (X/Ka) MB-DSGTs to support DCIS transmission requirements, either as standalone transmission bearers or to augment the transmission capacity of collocated TSGTs.
- [15] The project will ensure that the pool of MB-DSGTs can interoperate with existing Purchaser Furnished Property (PFP) at IF level (L-band).
- [16] The project will deliver the necessary documentation and training as required.
- [17] The project will include an evaluated option for a five (5) year-period In Service Support (ISS) post-warranty which the Purchaser may wish to exercise.

1.4 Infrastructure

- [18] Table 1-1 and Table 1-2 in the following pages outline the CIS and non-CIS infrastructure scope, with the function, purpose and quantities to be delivered under this project.
- [19] The scope represented in Table 1-1 and Table 1-2 below is the summary of the detailed scope provided in the SSS.
- [20] The referenced CIS systems and non-CIS elements are further described and specified in Annex A to this SOW (SRS). The requirements in the SRS build upon the requirements provided by the NATO Strategic Commands.

INT-1 The implementation of the MB-DSGT and the training and reference MB-DSGT systems shall strictly adhere to the technical requirements in the SRS.

Table 1-1 – Project scope – Infrastructure (CIS)

Product	Purpose	Quantity
Muti band Deployable Satellite Ground Terminals (MB-DSGTs)	Operation	14
	Training	1
	Reference	1

Table 1-2 – Project scope – Infrastructure (non-CIS)

Product	Non-CIS element	Purpose	Quantity
Multi band Deployable Satellite Ground Terminals (MB-DSGTs)	Uninterruptable Power Supply (UPS), Ancillaries (including cables and connectors), Operation and Maintenance tools, and Transit Cases.	Operation	14
		Training	1
		Reference	1

1.5 Requirements Structure

[21] The SOW requirements are organized in eight sections and seven Appendices, as follows:

Section 1: Introduction;

Section 2: Scope of Work;

Section 3: Project Management;

Section 4: Integrated Product Support;

Section 5: Configuration Management;

Section 6: Testing, Verification, Validation and Acceptance;

Section 7: Quality Assurance and Control;

Section 8: System Acceptance;

Appendices:

1) Appendix A Applicable and Reference Documents;

2) Appendix B Contract Documentation Requirements List;

3) Appendix C Project Meetings Calendar;

4) Appendix D Purchaser Furnished Equipment;

5) Appendix E Maintenance and Support Concepts;

6) Appendix F Key Personnel Requirements;

7) Appendix G List of Acronyms.

[22] The SOW has one Annex, as follows:

Annex A – System Requirements Specifications (SRS) contains the technical requirements for the MB-DSGT.

[23] The project will be executed in three stages spanning from the Effective Date of Contract (EDC) to 1 year following the declaration of FSA. The stages are:

1. Stage 1: Contract Award up to Provisional System Acceptance (PSA) of the First Article (FA);
2. Stage 2: PSA of First Article up to Final System Acceptance (FSA);
3. Stage 3: Warranty period begins at the PSA of the First Article until FSA + 1 year.
4. Stage 4 (option): In Service Support post warranty for five (5) years starting at the end of warranty period.

1.6 Purchaser's Responsibilities

[24] The following services and items will be provided by the Purchaser for the performance of the Contract:

- 1) Access to the "CIS Sustainment and Support Center" (CSSC) in Brunssum, Netherlands, to the Contractor's personnel holding the required security clearances, and subject to the local procedures in force at the time of the visit;
- 2) Access to selected legacy DSGT physical assets, as needed to execute the system test and validation activities.;

- 3) SATCOM X-band bandwidth and SATCOM ground segment infrastructure (TSGT and SGS) for System Acceptance Testing (SAT) and OpTEval;
- 4) Access to NATO sites following Request for Visits (RfV) issued by the Contractor. The following sites are considered:
 - a. Brunssum CIS Sustainment Support Centre (CSSC), for Configuration Capturing, installation of the MB-DSGT Reference System into the Reference Environment;
 - b. Brunssum CIS Sustainment and Support Centre (CSSC), for delivery of systems and configurations;
 - c. Oeiras NCI Academy, for Configuration Capturing, installation of the MB-DSGT Training System into the Training Environment;
 - d. NATO Signal Battalion (NSB) HQ in Wessel, Grazzanize and Bydgoszcz, for User Acceptance Testing (UAT), if required;
 - e. NSB Deployable CIS Modules (DCM) and Forward Support Points (FSP) for OpTEval (scenario-based testing), if required.
- 5) Purchaser Furnished Property (PFP) as per Appendix D of this SOW.

[25] The Purchaser's Contracting Authority will act as the Purchaser's representative and the Purchaser's Project Manager (PM) will be the primary technical and project management interface between the Contractor and Purchaser after EDC.

[26] The Purchaser's Project Manager will be supported by specialists who may, from time to time, be delegated to act on the Project Manager's behalf in their area of expertise.

[27] All changes to the Contract will be made through the Purchaser's Contracting Officer only. Neither the Project Manager, nor any other NATO personnel may make changes to the terms and conditions of the Contract but may only provide the Purchaser's interpretation of technical matters.

[28] The Purchaser will make available to the Contractor the facilities necessary, within standard working hours, to test and demonstrate MB-DSGT components compliance with required interfaces to existing NATO systems. For additional out-of-hours work special requests would be necessary.

1.7 Conventions

INT-2 The term "the Purchaser" means the NCI Agency or its authorised representatives. Where referenced standards, specifications, refer to "the Government", this shall be construed to mean "the Purchaser".

[29] The Schedule of Supplies and Services (SSS) details the dates the activities and deliverables are to be provided.

INT-3 The SOW and its Annexes shall take precedence over the Applicable Documents in Appendix A of this SOW.

[30] Where international standards exist that are not specifically referenced as being equivalent to the ones referred in this SOW, the Contractor may propose to utilise such a standard if it can demonstrate the equivalence in question. The Purchaser, however, reserves the right to deny such a request and demand performance in accordance with the documents cited in the SOW.

[31] Requirements in the SOW are formulated using the form "shall". Context information supporting the requirements definition is provided using the form "will".

- [32] "Shall" statements are contractually binding; "Will" statements are informative.
- [33] Mandatory requirements in the SOW are preceded by a unique heading number, consisting of a prefix, followed by a number.
- [34] Informational or context information not conveying any requirement on the Contractor is preceded by a number heading in brackets, [xx], without prefix letters.
- [35] Whenever requirements are stated herein to "include" a group of items, parameters, or other considerations, "include" means "include but not limited to".
- [36] Whenever reference is made to a section or paragraph, the reference includes all subordinate and referenced paragraphs.
- INT-4 The order of the SOW requirements is not intended to specify the order in which they must be carried out unless explicitly stated. The SOW defines all of the activities the Contractor shall provide. The Contractor's approved project implementation plans determine the timing of detailed activities of the Contractor.
- [37] The convention to be used for dates appearing in free text (e.g. quoting dates of meetings) is day-month-year and not month-day-year.

1.8 Options

- [38] This scope of the work includes one evaluated option, which the Purchaser may wish to exercise:
- 1) In Service Support post warranty for five (5) years service period, that can be exercised by the Purchaser after the end of Warranty.
- [39] There may be a need to procure additional terminals identified between EDC and FSA to support additional requests that may arise within NATO.

2 Scope of Work

2.1 Provide System Design

SOW 01/- The MB-DSGT design documentation shall cover the full scope of the MB-DSGT systems. This includes:

- 1) MB-DSGT Systems, as described in Annex A (SRS) where are the requirements that each MB-DSGT shall meet.

SOW 02/- This design documentation shall separately identify the design for the operational (production), training and reference systems.

SOW 03/- The scope of the design shall encompass all the components and elements needed to achieve the capability in accordance with the SRS, including:

- 1) CIS Hardware (and firmware);
- 2) Tooling to manage and support the MB-DSGT systems;
- 3) Non-CIS hardware (e.g. UPS, IFL, etc.);
- 4) Product Support DataBase (PSDB), Common Source Database (CSDB), Training Material, Configuration Management Database (CMDB);
- 5) Test, Verification and Validation;
- 6) Control and monitoring capabilities, functions and interfaces with the maintenance laptop and third party C&M systems;
- 7) Performance allocation breakdown demonstrating the design is compliant to all performance requirements specified in the SRS;
- 8) Transportation cases with size dimension and weight.

SOW 04/- The design shall follow the structure in which requirements are formulated in Annex A (SRS).

SOW 05/- The design shall contain Hardware (HW) and Software (SW) including Firmware (FW) that shall not be:

- 1) End-of-production or targeted for end-of-production within 24 months at the time of Final Design Review (FDR) closure;
- 2) End-of-support or targeted for end-of-support within 5 years at the end of warranty.

[40] The implementation of the MB-DSGT consists of the assembly, connection, integration and configuration of Commercial of The Shelf (COTS) components, into bespoke systems that are fit for purpose and use in support of NATO expeditionary operations.

[41] The SRS conveys a design specification, in the form of functional requirements, detailed technical requirements, and implementation constraints for the Contractor to adhere to.

[42] The SRS provides high level requirements, for the Contractor to produce a design specification. That will be the main focus of the Preliminary Design Review (PDR).

SOW 06/- The Contractor shall produce a High Level Design (HLD), encompassing all the systems that make the MB-DSGT, especially focused on translating the technical requirements into a preliminary design specification, at the same level of the rest of the systems.

SOW 07/- The Contractor shall then evolve the HLD into a Low Level Design (LLD).

SOW 08/- The review process related to System Design activities shall undergo the following sequence:

- 1) Review of the Configuration Capturing Plan (CCAP);
- 2) Review of the outcome of the CCAP sessions, at the CCAP Closure meeting;
- 3) Review of the requirements as provided by the SRS following the CCAP, at the **System Requirements Review (SRR)**;
- 4) Review of the HLD, at the Preliminary Design Review (PDR);
- 5) Review of the Draft LLD, at the **Critical Design Review (CDR)**;
- 6) Review of the Final LLD, at the **Final Design Review (FDR)**.

2.1.1 Develop System Design Plan

SOW 09/- The **System Design Plan (SDP)** shall describe the Contractor's approach to implementing the System Design activities as detailed below.

SOW 10/- The SDP shall identify all activities and deliverables and when they will be provided to the Purchaser, as the design progresses from the CCAP, SRR, and High Level Design (HLD) to the final Low Level Design (LLD).

2.1.2 Conduct Configuration Capture

[43] The CCAP sessions are intended for the Contractor to become acquainted with any Purchaser-provided Test facilities, DSGT Reference Environment and CIS Sustainment and Support Centre (CSSC) in Brunnsun.

SOW 11/- In support of the CCAP, the Contractor shall establish a team with representatives from all the disciplines related to the System Design and the System Implementation of the MB-DSGT. This team is hereafter referred to as the Configuration Capturing Team (CCT). The CCT shall at least consist of the technical experts leading the design covering the areas identified below.

SOW 12/- The CCT skillsets shall cover the following areas:

- 1) Infrastructure services;
- 2) Integrated Product Support [including Training Needs Analysis (TNA)];
- 3) Configuration Management;
- 4) Test, Verification, and Validation;
- 5) Quality Assurance; and
- 6) Non-CIS.

SOW 13/- The CCT shall be led by the Technical Lead or by the individual leading the design activities, in order to ensure that the outcome of the configuration capturing process is directly supporting the design.

SOW 14/- CCAP activities shall be conducted by the CCT, at their own initiative, at the Purchaser's premises, in preparation and in direct support of System Design activities.

SOW 15/- The Contractor shall provide a Configuration Capturing Plan. The plan shall include the following:

- 1) The breakdown of the existing DSGT, including the Identification of interfaces to external systems and clear link and references to the other plans;
- 2) The strategy intended to capture and process the information, including the allocation of tasks to different members of the Configuration Capturing Team.

SOW 16/- For each of the identified above items the Contractor shall identify the type and format of information expected from the Purchaser.

SOW 17/- The Contractor shall deploy the CCT immediately following the Effective Date of Contract (EDC).

SOW 18/- The CCT shall capture information about the skill sets of the current engineers and of the operators, in support of the Training Need Analysis (refer to Section 2.7.1).

SOW 19/- The CCT shall deploy to CSSC in Brunssum and the NCIA Academy as required.

[44] The Purchaser will furnish office space for the CCT, over the CCAP period, in Brunssum and or Oeiras as required.

SOW 20/- Throughout the CCAP period and in order to minimize the risk of any incompatibilities between the design and the existing SATCOM terminal infrastructure, the Contractor shall collect and assess the differences between the configuration of current SATCOM terminal assets (as captured) and the preliminary design resulting from the interpretation of the requirement in the SRS.

[45] In support of the assessment above, the Purchaser will accommodate a 3-day workshop with the CCT and the design team, to provide clarifications and guidance on how to use the Configuration Capturing data in support of the design.

SOW 21/- The outcome of the CCAP sessions shall be documented in the Draft CCAP Report, to be issued 1 week after the sessions are completed. The report shall be briefed during the CCAP Closure Meeting, in Brunssum.

SOW 22/- The Draft CCAP Report shall describe the relevant captured configuration data and how configuration data are interpreted and contribute to the HLD.

SOW 23/- The Draft CCAP Report shall identify the interoperability aspects and risk areas of the design, for each of the topics in this SOW.

SOW 24/- Half way through the CCAP period, the Contractor shall provide an interim version of the Draft CCAP report, highlighting what has been achieved, where further information or clarifications are needed, or issues have been identified that need to be addressed.

SOW 25/- Following the CCAP Closure Meeting, the Final CCAP Report shall be issued within 1 week, in support of the System Requirements Review (SRR).

SOW 26/- The Final CCAP Report shall be provided as an Annex to the HLD.

SOW 27/- Should additional configuration capturing activities be required following CDR, in support of the last design iteration before CDR, the associated level of effort and travel expenses shall be borne by the Contractor.

2.1.3 Conduct System Requirements Review

[46] The System Requirements Review (SRR) is intended to assess the Contractor's understanding and interpretation of all the requirements contained in the SRS, following the Configuration Capturing activities.

- SOW 28/- The SRS constitutes the Functional Baseline (FBL) of the MB-DSGT. Any updates resulting from the SRR become updates to the MB-DSGT FBL and shall be managed by formal change process.
- SOW 29/- The SRR shall occur after the CCAP Closure meeting.
- SOW 30/- The SRR shall take place at the Purchaser's premises, in the form of SRR meetings between the Contractor and the Purchaser, and should not take more than 2 weeks.
- SOW 31/- The Contractor shall review the SRS and map system-level requirements to allocated/derived requirements in the HLD.
- SOW 32/- The outcome of the SRR discussions shall be documented in the SRR Report. The SRR Report shall be initialized during the first day of the SRR and shall evolve during the SRR meeting.
- SOW 33/- The Draft SRR Report shall contain an updated Requirements Traceability Matrix (RTM).
- SOW 34/- The Draft SRR Report shall contain references to any ECP resulting from the SRR discussions.
- SOW 35/- A new SRS baseline incorporating all the changes to the original SRS agreed during the SRR meeting and documented in the Final SRR Report, shall be produced by the Contractor.
- SOW 36/- The Contractor shall produce the Final SRR Report and provide it as an Annex to the HLD, for review at the PDR meeting.
- SOW 37/- Following the approval of the Final SRR report at PDR the Contractor shall update the FBL. At this point the FBL shall be frozen and put under configuration control, with any change to the SRS (and thus the FBL) involving the formal change process as specified in the relevant Section for Configuration Management.
- SOW 38/- Following the SRR, the RTM shall become part of the HLD, as an Annex.

2.1.4 Develop Design Documentation

- SOW 39/- The Contractor shall produce the High Level Design (HLD) documents that will be consolidated and approved for PDR closure.
- SOW 40/- The Contractor shall produce the Low Level Design (LLD) documents that will be consolidated and approved for CDR closure.

2.1.5 High Level Design Document

- SOW 41/- The High Level Design (HLD) document shall include, but shall not be limited to:
- 1) Overall breakdown structure down to component level, including their functions and interfaces;
 - 2) Identification of high level CI's (can be a separate document such as a Configuration Item List (CIL));
 - 3) Interoperability with existing SATCOM assets;
 - 4) Implementation Constraints;
 - 5) Project Master Test Plan (PMTP);
 - 6) Defect Management Plan;
 - 7) Integrated Product Support:

- a. Integrated Product Support Plan (IPSP);
 - b. Reliability Availability Maintainability Testability (RAMT) Case Report;
 - c. Failure Mode Effects and Criticality Analysis (FMECA);
 - d. Maintenance Task Analysis (MTA) [incl. Product Support Database (PSDB)].
- 8) Configuration Management:
- a. Configuration Management Plan (CMP);
 - b. Functional Baseline (FBL).

SOW 42/- The HLD shall include the following Annexes as a minimum:

- 1) Final CCAP Report;
- 2) Final SRR Report;
- 3) Requirement Traceability Matrix (RTM).

2.1.6 Low Level Design Documents

SOW 43/- The Draft LLD shall include, but shall not be limited to:

- 1) Detailed subsystem and associated design specifications;
- 2) Hardware and software (including firmware) functional descriptions;
- 3) Component, subsystem and system-level:
 - a. Performance calculations;
 - b. Availability; and
 - c. Capacity, where applicable.
- 4) The justification for functional and performance allocations to various subsystems and components, in order to achieve the overall system-level requirements, per subsystem;
- 5) The methodology for the identification and resolution of technical problem areas that may develop at system or subsystem level, during design, production, installation and testing;
- 6) Identification of internal (intra-nodal) and external interfaces throughout the system to ensure interface compatibility, with special focus on the interfaces to the (external) PFP elements;
- 7) Engineering drawings, including hardware physical installations, connectivity to other components, power cooling;
- 8) Technical reviews and reports;
- 9) Integrated Product Support:
 - a. Integrated Product Support Plan (IPSP);
 - b. Reliability Availability Maintainability Testability (RAMT) Case Report;
 - c. Failure Mode Effects and Criticality Analysis (FMECA);
 - d. Maintenance Task Analysis (MTA) [incl. Product Support Database (PSDB)];

- e. Level of Repair Analysis (LORA) [incl. Repair Price List (RPL)];
- f. Packaging, Handling, Storage and Transportation (PHST) Report;
- g. Initial Provisioning List (IPL); and
- h. Obsolescence Report.

10) Configuration Management:

- a. Allocated Baseline (ABL).

11) Test, Verification and Validation:

- a. Requirement Traceability Matrix (RTM);
- b. Verification Cross Reference Matrix (VCRM); and
- c. Test Plan for each Test Phase. Each Test Phase will have one or more events supporting the coverage required, as stated in RTM and VCRM.

SOW 44/- The Final LLD shall contain, as a minimum:

- 1) A link to the Requirements Traceability Matrix (RTM) (See Chapter 6 1.7), matching System Requirements (as per the SRS) to entries of the LLD, and to test procedures in the Project Master Test Plan (PMTP) (see Chapter 6). This update shall reflect any changes effecting the original RTM proposed by the Contractor in his Bid;
- 2) Definition of the Configuration Items (CIs), as applicable;
- 3) The Low Level Design documents of each CI;
- 4) Initial security design documentation (based on the system-level and functional-level Security Requirements);
- 5) Detailed engineering drawings;
- 6) List of software licensing, support and warranty agreements, if and where applicable;
- 7) Integrated Product Support:
 - a. Integrated Product Support Plan (IPSP);
 - b. Reliability Availability Maintainability Testability (RAMT) Case Report;
 - c. Failure Mode Effects and Criticality Analysis (FMECA);
 - d. Maintenance Task Analysis (MTA) [incl. Product Support Database (PSDB)];
 - e. Level of Repair Analysis (LORA) [incl. Repair Price List (RPL)];
 - f. Packaging, Handling, Storage and Transportation (PHST) Report;
 - g. Initial Provisioning List (IPL); and
 - h. Obsolescence Report.
- 8) Configuration Management:
 - a. Allocated Baseline (ABL).
- 9) Test, Verification and Validation:

- a. Requirement Traceability Matrix (RTM);
- b. Verification Cross Reference Matrix (VCRM); and
- c. Test Plan for each Test Phase. Each Test Phase will have one or more events supporting the coverage required, as stated in RTM and VCRM.

SOW 45/- This Final LLD shall include, for each CI:

- 1) Allocated functional and non-functional requirements, as derived from the overall requirements specified in the SRS;
- 2) CI specifications, including drawings, schematic diagrams, models, manuals and other data as appropriate.

SOW 46/- For the Transit Cases the Final LLD shall include:

- 1) Transit Case layout plan, covering all communications, information systems, cabling, and power supply equipment and distribution in the TC;
- 2) Electrical safety systems;
- 3) Heat load calculations;
- 4) Power budget calculations; and
- 5) Estimated weight budget.

[47] It should be noted that the Final LLD:

- 1) Is the product of the Contractor, and review of the draft version and delivery of the final version does not imply acceptance of the low level design by the Purchaser; and
- 2) Is intended to provide visibility for the Purchaser into the system development and to provide documentation against which the Purchaser may evaluate progress, foresee difficulties, provide guidance and recommendations to protect its interests, and to approve the Contractor's design.

[48] It remains the sole responsibility of the Contractor to prove the design through the regime of testing set forth in the SOW Chapter 6 and it will be the sole responsibility of the Contractor in the event that the design proves deficient in terms of the Contract functional and/or performance requirements.

SOW 47/- In the Final LLD sufficient detailed information and test data (at component and subsystem level) shall be provided to assure the Purchaser that all functional and performance requirements have been achieved, or have been modified to achievable limits, always without prejudice to contractual specifications.

[49] Annex A to this SOW (SRS) provides Functional Description and Requirements. The Functional Descriptions are at system-level, whereas the Requirements are provided down to subsystem-level. This is based on the preliminary design specification (High Level Design Description) derived from existing architectures and systems that are already in operation and that the MB-DSGT needs to adhere to and interoperate with, respectively.

SOW 48/- The requirements provided in the SRS at subsystem level include implementation constraints that the Contractor shall adhere to when preparing the Final LLD.

SOW 49/- Design activities by the Contractor shall separately cover infrastructure and services, following the structure of the SRS, as per the requirements below.

SOW 50/- The Draft LLD and Final LLD shall separately address the operations, reference and training infrastructures.

2.1.7 Conduct System Design Reviews

[50] System Design Reviews are intended to:

- 1) Verify and discuss the correct allocation of SRS requirements to system design specifications and to verification methodologies, as documented by the Contractor in the RTM (See Chapter 6);
- 2) Verify and approve the overall design proposed by the Contractor;
- 3) Verify and approve the overall project support and configuration management approach; and
- 4) Verify and approve the overall verification and validation approach proposed by the Contractor.

SOW 51/- The Contractor shall support three System Design Reviews (Preliminary, Critical and Final, PDR, CDR and FDR respectively).

SOW 52/- System Design Review meetings shall take place at the Purchaser's premises with the exception of the Preliminary Design Review which shall take place at the Contractor's premise (to allow the Purchaser to meet the Contractor's team and see the facility and base layout).

2.1.8 Preliminary Design Review

[51] The PDR starts after delivery of HLD and relevant documentation/artefacts (HLD documents submitted, commented, amended and received).

[52] The PDR ends after discussion and agreement on way ahead to close comments with relevant schedule.

SOW 53/- The PDR closure declaration shall be achieved after the acceptance of the updated HLD.

SOW 54/- The Preliminary Design Review (PDR) shall focus primarily on the review of the HLD.

SOW 55/- The HLD at PDR shall document and demonstrate a proof of concept for the infrastructure and platform orchestration capabilities sought.

SOW 56/- The HLD shall be submitted 4 weeks before the PDR event.

SOW 57/- The HLD shall be updated, based on the Purchaser's comments and the decisions reached at the PDR Meeting and a final version shall be delivered within 5 business days.

2.1.9 Critical Design Review

[53] The Critical Design Review (CDR) starts after delivery of LLD and relevant documentation/artefacts (draft LLD documents submitted, commented, amended and received).

[54] The CDR ends after discussion and agreement on way ahead to close comments with relevant schedule.

SOW 58/- The CDR closure declaration shall be achieved after the delivery of the updated draft LLD.

SOW 59/- The CDR shall be devoted to reviewing and approving the Draft LLD submitted by the Contractor 2 weeks earlier.

[55] At CDR, the preliminary allocation of SRS requirements to system design specifications and to verification methodologies will be assessed and will be subject of approval by the Purchaser.

SOW 60/- At CDR, the Contractor shall propose those requirements that can be verified before FDR, either through:

- 1) Analysis or Inspection, based on review of the Draft LLD and supporting documents; or
- 2) Inspection of Certificates of Conformity (CoC).

SOW 61/- The Draft LLD at CDR shall document and demonstrate a proof of concept for the cases sought for the MB-DSGT, including BC and environmental conditions protection as specified in the SRS.

SOW 62/- The approval of the Draft LLD by the Purchaser at CDR shall in no way relieve the Contractor of his responsibilities to achieve the contractual and technical requirements of this SOW and SRS.

SOW 63/- Approval of the Draft LLD at the CDR, and for those areas that are not subject of further revisions and changes before the Final Design Review (FDR), shall trigger the Contractor to identify long-lead items required by the First Article system.

SOW 64/- The Contractor shall seek Purchaser approval before installation of equipment for analysis or inspection.

SOW 65/- Any changes to the Draft LLD agreed at CDR shall be reflected in the Final LLD.

2.1.10 Final Design Review

[56] The FDR starts after delivery of LLD and relevant documentation/artefacts (final LLD documents submitted, commented, amended and recieved).

[57] The CDR ends after discussion and agreement on way ahead to close comments with relevant schedule.

SOW 66/- The CDR closure declaration shall be achieved after the acceptance of the updated final LLD.

SOW 67/- The Final Design Review (FDR) meeting shall be devoted to reviewing and approving the Final LLD submitted by the Contractor 2 weeks earlier.

SOW 68/- At FDR the focus shall be on any deficiencies identified at CDR on the Draft LLD and their resolution in the Final LLD.

SOW 69/- Changes in the Final LLD resulting from the FDR shall be implemented by the Contractor within the two weeks following FDR.

[58] Formal acceptance of the Final LLD by the Purchaser will take place not later than two weeks following delivery of the amended Final LLD document.

SOW 70/- Approval of the Final LLD by the Purchaser shall in no way relieve the Contractor of his responsibilities to achieve the contractual and technical requirements of this SOW and SRS.

SOW 71/- At the FDR the Contractor shall create the Allocated Baseline, (as per relevant Configuration Management dedicated section).

[59] Approval of the Final LLD at the FDR will trigger the following:

- 1) The assembly of the First Article system;

- 2) The delivery by the Purchaser of any PFP required to assemble the First Article system, as well as any configuration details required to enable the preparation of the FAT.

2.2 Qualify First Article

[60] A first instance of a MB-DSGT, hereafter referred to as the First Article, needs to be qualified at the factory, prior to any system delivery efforts to the Purchaser, in support of the Independent Verification and Validation Assessment (refer to Chapter 6 Support Independent Verification and Validation Assessment).

SOW 72/- The acceptance of the First Article shall depend on the operational tests conducted on it. According to the results of the operational tests and acceptance of the First Article, the Contractor shall implement identified required changes observed during the tests to all of the remaining future articles, including the first one.

2.2.1 Build First Article

SOW 73/- First Article shall encompass a complete MB-DSGT, including non-CIS elements as per the following paragraphs.

SOW 74/- First Article shall be built as per the Final design approved at FDR.

SOW 75/- First Article shall be subject of the following test events (refer to Chapter 6):

- 1) Qualification Tests (QT); and
- 2) Factory Acceptance Test (FAT).

SOW 76/- The production of the First Article shall be preceded by Engineering Phase tests (refer to Chapter 6) to be conducted at the discretion of the Contractor. These tests refer to tests performed by the Contractor on equipment, components, sub-systems or systems prior to readiness for Factory Acceptance Testing (FAT).

SOW 77/- The Purchaser shall be entitled to witness Engineering Phase tests and/or request access to Engineering Test Reports.

SOW 78/- Shipment and receipt of any PFP components shall not be a pre-condition for the Contractor to:

- 1) Integrate the subsystems without those devices, and conduct the FAT;
- 2) Integrate the 1st article system without those devices, and conduct a limited FAT, the scope of which would be agreed with the Purchaser.

SOW 79/- Following the completion of these tests, the above listed First Article shall be repurposed to serve as the MB-DSGT Reference System and shall be shipped to CSSC Brunssum to serve as the reference system at that location.

2.2.2 Non-CIS Elements

SOW 80/- The following First Article Non-CIS elements shall be produced for the purpose of the QT and FAT

- 1) Uninterrupted Power Supply (UPS);
- 2) Ancillaries (including cables and connectors);
- 3) Operation and Maintenance tools; and
- 4) Transit Cases

SOW 81/- All the above non-CIS units shall be repurposed to support the CIS elements of Batch #1, reducing the quantity of the Non-CIS elements of Batch #1 accordingly.

2.2.3 Conduct Qualification Testing

SOW 82/- Qualification Testing shall be performed on both CIS and non-CIS elements, and shall encompass the following:

- 1) Electro-Magnetic Interference and Compatibility (EMI and EMC) Testing;
- 2) General Environmental Testing;
- 3) Operational Robustness Testing;
- 4) Mechanical Environmental Testing;
- 5) Biological & Chemical Testing;
- 6) Transportation Testing;
- 7) Physical Functional System Testing; and
- 8) Product Safety Testing.

SOW 83/- An authorized technical surveillance authority shall approve the mechanical and electrical safety of the units under test.

SOW 84/- The Contractor shall inform the Purchaser when Qualification Testing will be performed and the Purchaser reserves the right to witness the testing as needed.

SOW 85/- In case an existing design item has already been subject to first article qualification tests, the qualification tests may be replaced by proper conformance certified documentation, delivered by a recognized body, and approved by the relevant national authority. The Contractor may in this case submit for Purchaser concurrence all the necessary certified documentation in the form of test procedures, test result certificates, and associated curves and drawings to demonstrate that the equipment meets the requirement of this contract and does not have to undergo unit qualification testing as defined herein. Where applicable, a written justification that a Contractor applied or proposed a modification would not invalidate a previously granted qualification shall also be provided to the Purchaser and shall be subject to the Purchaser's concurrence.

SOW 86/- All Qualification Tests shall be performed with all components (including PFP) physically integrated.

SOW 87/- All Test Reports shall be accessible by the Purchaser.

2.2.4 Conduct Factory Acceptance Testing

SOW 88/- Factory Acceptance Testing shall be performed following the test regime detailed in Chapter 6.

SOW 89/- Through Factory Acceptance testing, the Contractor shall demonstrate that the First Article MB-DSGT system is successfully integrated at subsystem and component levels and can communicate with other modules.

SOW 90/- In particular Factory Acceptance Testing shall verify the following, with the First Article installed at the Contractor's test environment:

- 1) Functionality and performance of the various subsystems integrated including:
 - a) Antenna and RF Subsystem, including pointing and tracking;

- b) Time and Frequency Reference Subsystem;
- c) Power Subsystem; and
- d) Interfacilty link.

- 2) Interfaces within each of the modules (between subsystems), including subsystems outside the module and third party Control and monitoring.

SOW 91/- Factory Acceptance Testing shall further verify the functionality and performance of all non-CIS elements specified within Annex A (SRS).

2.2.5 Ship First Article

SOW 92/- Upon release and acceptance of the FAT Report, the Contractor shall ship First Article system from the factory to the Purchaser's CSSC (Brunssum) location, in accordance with the Packaging, Handling, Storage and Transportation requirements detailed in section **Error! Reference source not found.8**.

SOW 93/- The Contractor shall set up and configure the system in the MB-DSGT Reference Environment, in preparation for the Independent Verification and Validation Assessment to be conducted (refer to section 2.4).

SOW 94/- The Contractor shall be responsible for shipping any First Article system from the Purchaser's premises back to the factory, for rectification of non-compliances or deficiencies found under the Independent Verification and Validation assessment (refer to section 2.4). This will require shipping the First Article system back to the Purchaser's location, for regression testing.

2.3 Support Independent Verification and Validation Assessment

[61] The Purchaser will provide a test environment for the Test, Verification, Validation and Assurance (TVVA) Assessment, including Security Testing, which is operationally representative of the Purchaser's implemented security policies.

[62] The TVVA Assessment will feed the Agency IT Change Management Process in order to obtain authorization to integrate and deploy the MB-DSGT on to NATO networks

[63] As part of the IT Change Management Process, the Purchaser's TVVA Assessment will start after receipt of First Article following the completion of the Factory Acceptance Tests. Chapter 6 details the TVVA Assessment activities to be supported by the Contractor, consisting of:

- 1) System Integration Testing (SIT);
- 2) User Acceptance Testing (UAT);
- 3) Security Testing, also referred as Main Security Testing instance; and
- 4) System Acceptance Testing, consisting of tests focused on ensuring compliance with the requirements outlined in this SOW.

[64] After the successful TVVA Assessment, the Purchaser will submit a Request for Change (RFC) for screening by the Change Advisory Board (CAB). The CAB may require further tests.

SOW 95/- The Contractor shall be ready to support the re-run of all, or of a selected set of TVVA tests, or the execution of new tests, in support of the CAB.

[65] Once all the final documents required for the RFC (Release Package) have been submitted and the production baseline has successfully completed the TVVA Assessment the CAB may grant the Deployment Authorisation, i.e. the approval to deploy the MB-DSGT on NATO Operational targeted networks.

[66] As part of the change process the new baseline including the MB-DSGT components will be incorporated into the relevant Approved Fielded Products List (AFPL). The AFPL process is a NATO-owned and managed via an internal process, to which the Contractor will need to provide support as described in this section.

SOW 96/- The Contractor shall support TVVA Assessment by the Purchaser.

SOW 97/- Before the TVVA Assessment, the Contractor shall perform a demonstration to verify system installation, configuration, performance and functionality. After successful demonstration, the system will be handed-over to the Purchaser's TVVA team for further evaluation.

SOW 98/- The Contractor shall provide all the necessary System Specifications and Hardware for the Purchaser to conduct the required TVVA Assessment in the Purchaser's MB-DSGT Reference Environment.

SOW 99/- The Contractor shall install and configure the system in the Purchaser's Reference System Environment.

SOW 100/- The Contractor shall perform all or selected Factory Acceptance Tests as agreed by the Purchaser in the Purchaser's MB-DSGT Reference Environment to demonstrate that the system works with its affiliate system (interoperability) and functions successfully in an Operationally Representative environment.

SOW 101/- The Contractor shall perform the Performance Assessment Test in the Purchaser's MB-DSGT Reference Environment as part of the TVVA Assessment.

SOW 102/- The Contractor shall fix incidents found during demonstration and then handover the system to TVVA Team for further test activities.

SOW 103/- After achieving Deployment Authority of the system, the Contractor shall install and configure the system in the MB-DSGT Reference Environment and execute TVVA tests.

SOW 104/- The Contractor shall support the Purchaser’s TVVA installation and Test Activities, including Purchaser performed security testing.

SOW 105/- The Contractor shall provide the technical experts on the Purchaser’s MB-DSGT Reference Environment site to assist all TVVA Assessment activities.

[67] The Purchaser will execute his own set of TVVA test cases and has the right to use the Contractor developed test cases during the pre-TVVA Evaluation.

[68] The Purchaser has right to repeat the TVVA Assessment process until complete RFC package is ready and mature to start CAB process or additional tests if requested by CAB.

2.3.1 Conduct Site Survey - Reference Environment

SOW 106/- The Contractor shall conduct a Site Survey at the MB-DSGT Reference Environment in Brunssum and at the Training Environment in Oeiras.

SOW 107/- The Site Surveys shall adhere to the site survey requirements in Section 3.6

SOW 108/- The Site Survey Report (SSR) shall be delivered to the Purchaser for review and acceptance following the document requirements (in the Project Management relevant section), not later than 2 weeks following the Site Survey.

2.3.2 Provide Release Package

[69] A Release Package is a planned release of a product or product edition. The content of a Release Package is defined by the features and associated Requests for Change (RFC) that it implements.

SOW 109/- The Contractor shall supply the documents and media in final form listed in Table 2-1 below, for inclusion in the Purchaser Release Package for the RFC. These shall be provided 3 weeks before planned tests.

SOW 110/- The Contractor shall submit a complete build including deployment and installation instructions prior to the start of the TVVA Assessment.

Table 2-1 – Release Package items

Serial	Item	Source
1	System Media (system installation executables)	Contractor
2	System Installation Instructions	Contractor
3	System Operation Manuals and Maintenance Manuals	Contractor
4	Version Release Description/System Release Notes	Contractor
5	System Implementation Plan	Contractor
6	End User Licence Agreement (EULA) for embedded Open Source Software (OSS)	Contractor

Serial	Item	Source
7	Unit/Component Test Report(s)	Contractor
8	First Article Test Report	Contractor
9	Requirements Traceability Matrix	Contractor

2.3.3 Install First Article

SOW 111/- The Contractor shall install and verify the First Article system in the Purchaser's MB-DSGT Reference Environment, in preparation for the TVVA Assessment.

SOW 112/- Installation activities shall be followed by the configuration of the system and provisioning of services in accordance with the Final LLD, which shall in turn be based upon the configuration captured [refer to section 2.1.2].

[70] The Purchaser will be responsible for connecting the First Article to the MB-DSGT Reference Environment.

2.3.4 Conduct System Integration Testing (SIT)

SOW 113/- System Integration Testing shall verify the following at the Purchaser's test environment:

- 1) Interface with the modem in the legacy modem cases
 - a) Until DBAC arrives, baseband capability shall be provided with legacy modem cases
- 2) Interface with the existing T1+2 TSGT
 - a) MB-DSGT without DBAC shall provide RF capacity augmentation of the existing T1+2 TSGT
- 3) Interface with the external power system
 - a) The UPS system shall take single phase Mains/Generator TN-S Supply in accordance with the International Electrotechnical Commission, (IEC) 60038 standard, to power and operate the CIS and non-CIS components.

[71] Installation, integration and operation of legacy modem cases with the system delivered under this contract is the Purchaser's responsibility.

[72] Installation, integration and operation of the T1+2 TSGT with the system delivered under this contract is the Purchaser's responsibility.

[73] Installation, integration and operation of the PGS with the system delivered under this contract is the Purchaser's responsibility

2.3.5 Conduct User Acceptance Testing (UAT)

SOW 114/- UAT shall consist of Scenario based testing, focused on validating the system as per user needs.

SOW 115/- The Contractor shall develop test scenarios based on the operational phase and the type of user. The Contractor shall use the Table below as a frame work to develop the training.

Table 2-2 – Sample Scenarios for UAT

No.	Operational Scenario Phase & required CIS	Admin Users	End Users	Comment
1	Deployment Preparation and Planning			
2	Initial Deployment			
3	Mission Execution			
4	NRF Mission Handover			
5	Redeployment			

[74] Operational scenarios are detailed in Annex A.

SOW 116/- The scope of the UAT for the Admin Users shall be determined from the user functions as identified from the TNA.

SOW 117/- The End User will mainly focus on the End User Business Support Services and COI services (i.e. Core Services and COI-specific services (FAS). Noting that the provision and configuration of these is PFP. The Contractor shall undertake UAT, as detailed in Chapter 6

2.3.6 System Acceptance Testing

SOW 118/- System Acceptance Test shall assess the requirements for all quality characteristics, beyond interoperability and functionality. This will encompass requirements (e.g. Functional, Performance, Reliability, etc.) as described in Chapter 6.

[75] In particular, performance assessment during System Acceptance Testing is required to measure responsiveness, effectiveness and stability, as well as to ensure that the MB-DSGT system is behaving and generating results within specified performance criteria. Performance Testing can also serve to investigate, measure, validate or verify other quality attributes of the capability, such as scalability, reliability and resource usage.

SOW 119/- The Contractor shall run tests in order to find out the actual capability of the system, based on the individual performance benchmark of the components specified in the SRS

SOW 120/- The Contractor shall plan the functional test also for the purpose of reliability testing and consider the related reliability metrics in the planning of the test.

SOW 121/- This test shall verify that the complete system, consisting of tested Subsystems, has been produced to meet the appropriate engineering design specifications and is fault-free.

SOW 122/- It shall ensure that the requirements of the system are fulfilled.

SOW 123/- It shall be shown that the system is fully integrated and stable.

SOW 124/- It shall verify inputs and outputs including all combinations of legal and illegal values for Man Machine Interfaces and external interfaces.

SOW 125/- The test shall assess the mechanical construction, stability requirements, and ergonomic design of the overall system.

SOW 126/- The test shall verify system initialization, power down, and power loss and system re-initialization.

SOW 127/- The test shall verify intra-system interfaces between all relevant Sub-systems in the system.

SOW 128/- The test shall verify intersystem interfaces and protocols for interoperability with external systems.

SOW 129/- The test shall prove compliance with all applicable requirements, including Environmental requirements as detailed in Annex A.

[76] In addition the following objectives for the SAT apply:

- 1) To ensure that the requirements of the system detailed in Annex A are fulfilled with operational data loaded
- 2) To ensure that the requirements of the system detailed in Annex A are fulfilled when all Contractor and PFP Sub-systems are in an operational configuration.
- 3) To ensure that operational data is loaded successfully
- 4) To ensure that the operational configuration is correct and complete
- 5) To verify that the systems have been produced to meet the appropriate engineering design specifications and are fault-free when loaded with operational data and when configured for operations
- 6) To ensure that the system is ready for production.
- 7) To verify Man Machine Interfaces and external interfaces using operational data inputs and outputs including all combinations of legal and illegal values
- 8) To verify system interoperability using operational data and configuration
- 9) To demonstrate that the Product Baseline (PBL) complies with the Functional Baseline (FBL) concerning the integration with externally interfacing systems;
- 10) To demonstrate interoperability between MB-DSGT and other legacy equipment, both at the level of physical interfaces and services (communications and infrastructure);
- 11) To demonstrate end-to-end functionality through a series of end-point tests;

SOW 130/- SAT shall involve the following assets:

- 1) MB-DSGT consisting of legacy equipment provided as PFP, and provisioned with military SATCOM bandwidth;
- 2) SET 2 or a similar calibrated site for X Band plus a KA calibrated terminal (provided by the Contractor); and
- 3) TSGT3G-DSO reference terminal for compatability testing for first delivered MB-DSGT only.

[77] During SAT, the Purchaser will provide:

- 1) A test environment for SAT, which is operationally representative in respect to Purchaser's security policies;
- 2) The required affiliated systems and the interfaces for the interoperability tests;
- 3) Access to the Purchaser's Reference Environment, including MB-DSGT Reference System, will be available over terrestrial connectivity.

SOW 131/- The Purchaser will provide satellite access at mutually agreed times for System Acceptance Testing purposes. The Contractor shall request the Purchaser to provide satellite access at least 2 weeks in advance.

SOW 132/- For satellite access, specific requirements (see Appendix C in Annex A), that are needed to have access authorization to satellite shall be fulfilled by the Contractor. This shall include but not limited to providing the required data of the terminals to have authorization for access.

SOW 133/- The system acceptance test activity shall have following Entry/Exit Conditions

Table 2-3 – System Acceptance Testing Entry/Exit Conditions

Entry Conditions	Exit Conditions
All related Sub-systems shall have reached a stable and fault-free condition	All test cases and steps shall have passed successfully. This includes Environmental , EMI & EMC Testing as well
All related Sub-systems shall have passed the Sub-system integration tests successfully	Test report shall be provided by the Contractor including test case, step description and test documentation
All testing aides, tools and data shall have been prepared	Conformance Certificates from Conformance Testing Agencies and requests for exclusions from unit and Sub-system integration testing shall have been accepted by the Purchaser
All test procedures shall have been accepted by the Purchaser	Formal acceptance of the systems undergoing qualification testing has been granted
All operational data shall have been prepared and loaded	
All operational configurations shall have been documented, prepared and implemented	-
The Contractor has successfully completed a dry run of the system acceptance test	A dry-run test report has been submitted by the Contractor and been accepted by the Purchaser

[78] The Purchaser has the right to perform pre-security tests on the Contractor provided baseline during the SIT.

SOW 134/- Successful completion of the SAT shall be a trigger for planning Provisional System Acceptance (PSA).

[79] Note that the System Acceptance Test during the TVVA Assessment does not imply achievement nor acceptance of PSA or FSA.

2.3.7 Install and Validate Reference Environment

SOW 135/- Following the TVVA Assessment, including Security testing, the First Article system (excluding non-CIS) shall be re-configured as required, in order to become the MB-DSGT Reference System, within the wider DCIS Reference Environment, consisting of:

SOW 136/- Any change required on the First Article system as delivered, resulting from the outcome of the TVVA Assessment shall be implemented prior to integrating into the MB-DSGT Reference System.

[80] The MB-DSGT Reference System will be used in support of troubleshooting and issue resolution during the Site Acceptance Testing, OpTEval and beyond, throughout the lifecycle of the MB-DSGT.

SOW 137/- The Contractor shall provide the tools and procedures to ensure that the MB-DSGT Reference System is kept up to date and in line with the current MB-DSGT baseline.

2.3.8 Conduct System Acceptance Testing of Reference Environment

SOW 138/- The Contractor shall conduct System Acceptance testing on the reference system, based on the reference system capability scope and the System Acceptance testing scope as detailed in Section 2.3.6 and Section 6.

2.4 Provide Production Units

[81] This section will cover the production and delivery of all the MB-DSGTs in the scope of the Contract.

2.4.1 Build Production Units

SOW 139/- Production Units shall be delivered in four batches, as follows (refer to Table 2-4 for details):

- 1) Batch #1, including the Training Unit but excluding Reference Unit (repurposed First Article);
- 2) Batch #2, 5 MB-DSGTs.
- 3) Batch #3, 5 MB-DSGTs.
- 4) Batch #4, 4 MB-DSGTs.

[82] Batch #1 unit is intended to support the following activities:

Training (refer to section 2.7);

SOW 140/- Batch #1 shall deliver 1 complete operational MB-DSGT for training purposes. consisting of:

- 1 MB-DSGT Terminal

SOW 141/- Batch #2 shall deliver 5 complete operational MB-DSGTs for operational purposes consisting of:

- 5 MB-DSGT Terminals

SOW 142/- Batch #3 shall deliver 5 complete operational MB-DSGTs for operational purposes consisting of:

- 5 MB DSGT terminals

SOW 143/- Batch #4 shall deliver 4 complete operational MB-DSGTs for operational purposes consisting of:

- 4 MB-DSGT Terminals

SOW 144/- The Contractor shall build, qualify (through Factory Testing) and deliver the MB-DSGTs over Batch #1, Batch #2, Batch #3 and Batch #4, as per the following table.

Table 2-4 – Equipment quantities and allocation

Type	Allocation	Quantities					
		First Article	Batch #1	Batch #2	Batch #3	Batch #4	Total(SSS)
MB-DSGT	Operation			5	5	4	14
	Training		1				1
	Reference	1					1

2.4.2 Non-CIS Elements

SOW 145/- The Contract shall deliver Non-CIS elements as required by the MB-DSGTs, in the same quantities and batches described above. This is applicable to¹:

- 1) Power distribution system including Uninterruptable Power Supply (UPS);
- 2) Ancillaries, transportation boxes, camouflage nets, operation and maintenance tools, weather station, grounding kit, lightning protection

2.4.3 Monitor and Control Laptop

SOW 146/- The Contract shall deliver Monitor and Control laptop for local operation of the MB-DSGT, maintenance purposes and man-machine interface².

2.4.4 Provide Licenses

SOW 147/- Software licenses shall be provided as required by the MB-DSGTs under each batch.

SOW 148/- Licenses shall encompass but shall not be limited to:

- 1) Firmware needed for the Monitor and Control of the MB-DSGT such as but not limited to local operation and maintenance purposes; and
- 2) Any software images (e.g. hypervisors, operating systems) and applications running on compute and storage components (e.g. Management Laptop).

SOW 149/- Where commercially available, perpetual licenses shall be procured and delivered under this Contract.

SOW 150/- Any software proposed by the Contractor for which NATO holds an Enterprise agreement, will be provided as PFP. For the identified software, the Contractor shall provide the list of licenses to the Purchaser, for the Purchaser to procure the licenses in the quantities required.

2.4.5 Conduct Production Factory Testing

[83] Production Factory Testing encompasses the tests to verify that all production units comply with the specifications.

¹ Refer to Annex A for details.

² Refer to Annex A for details

SOW 151/- Production Factory Testing is applicable for each production unit and shall consist of an accepted subset of the Factory Acceptance Testing test cases.

SOW 152/- The Batch Factory Testing Reports shall be issued to the Purchaser within 1 week of Factory Testing completion. A successful Factory Test will be a pre-condition to approve the shipment of equipment to CSSC Brunssum.

2.4.6 Provide System Documentation

SOW 153/- As part of the Batch deliverables, the Contractor shall provide the System Documentation including:

- 1) Operation Manuals (as per CSDB);
- 2) Maintenance Manuals (as per CSDB);
- 3) Product Baseline (PBL) (as per CMDB);
- 4) Material Data Sheet (as per PSDB);
- 5) Electronic Security Environment (ESE) Conformatnce Statement (ESECS).

2.4.7 Ship Production Units

SOW 154/- The Contractor shall ship the production units from the factory to the Purchaser's CSSC Brunssum.

SOW 155/- The Contractor shall be responsible for shipping any elements affected by deficiencies back to factory, following SAT and before PSA can be declared and OpTEval can commence.

SOW 156/- The Contractor shall be responsible for shipping any elements affected by deficiencies back to factory, following OpTEval and before PSA or FSA can be declared and the systems can be handed over to the end-users.

SOW 157/- Shipping of production units shall adhere to the requirements in Section 4.8.2.

2.5 Perform Training MB-DSGT System Installation

[84] In support of System Acceptance Testing (SAT), Training MB-DSGT System Installation activities entail integration of the MB-DSGT delivered under Batch #1 (refer to Table 2-4 for details) with legacy communications equipment.

[85] SAT is conducted to exercise the MB-DSGT coexistence and interoperability with existing legacy communications equipment, in an operational training setting, vice the setting of the MB-DSGT Reference Environment. The MB-DSGT Reference System of the MB-DSGT Reference Environment will support any troubleshooting activities during SAT.

[86] SAT assesses the MB-DSGT's use of resources in the target implementation environment to identify any undesirable effects on other systems.

SOW 158/- The Contractor shall ensure that at the end of SAT all the functional and non-functional requirements in Annex A (SRS) are either tested or demonstrated, in adherence to the processes described in Chapter 6.

[87] The SAT will involve an MB-DSGT connected to the existing legacy communications equipment. These assets will be configured onsite at the NCI Academy and use local resources. Another MB-DSGT will be configured and used to test the MB-DSGT in Ka-band.

[88] The SAT will be conducted with the minimum necessary non-CIS assets deployed.

2.5.1 Develop System Installation Plan – Training System

SOW 159/- The System Installation Plan (SIP) shall describe the Contractor's approach to implementing the System Integration activities in fulfillment of the requirements in the paragraphs below.

2.5.2 Conduct Site Survey (System Installation) – Training System

[89] System Installation activities in preparation of System Acceptance testing will be conducted at the CSSC in Brunssum (NLD) with the exception of the Training MB-DSGT (Batch #1) in which case it will be performed at the NCI Academy in Oerias (PTL).

SOW 160/- The Contractor shall conduct a Site Survey at those locations selected by the Purchaser for performing the System Installation activities..

SOW 161/- The Site Survey shall adhere to the site survey requirements in Section 3.6.

SOW 162/- The Site Survey Report (SSR) shall be delivered to the Purchaser for review and acceptance following the document requirements in the Project Management relevant section, not later than 2 weeks following the Site Survey.

2.5.3 Perform System Configuration – Training System

SOW 163/- The System Configuration Package shall include:

- 1) Physical connectivity and/or networking diagrams;
- 2) Fully documented Antenna Subsystems, RF components for each frequency band (X/Ka), IFOFL assembly, Monitor and Control laptop, Time and Frequency Reference Systems, Power distribution systems including UPS, and Ancillaries to include Transportation Boxes; and
- 3) Fully documented Interfaces for integration purposes.

SOW 164/- For any software and scripts, developed as part of this procurement, the System Configuration Package shall include descriptions, diagrams/modelling as applicable and documented source code.

2.5.4 Conduct System Acceptance Testing – Training System

SOW 165/- The Contractor shall conduct System Acceptance testing on the training system, based on the training system capability scope and the System Acceptance testing scope as detailed in Section 2.3.6 and Section 6.

2.5.5 Deliver Training System

SOW 166/- The Training equipment shall be developed in parallel to the other MB-DSGT equipment.

SOW 167/- The Training equipment shall be tested during Factory Tests as defined in section 2.4.5.

SOW 168/- Upon completion of Factory Testing of Batch #1, the Contractor shall package, preserve, ship, transport, document and deliver the Training equipment to the NCI Academy Oerias (PRT) in accordance with section **Error! Reference source not found.** and 4.8. The Contractor shall provide the necessary delivery documentation (Inventory List, Packing List, Notice of Shipment) as detailed in Section 4.7 and 4.8.

2.5.6 Training System Documentation

SOW 169/- To support the installation, configuration and maintenance of the Training equipment, the Contractor shall deliver the following documentation:

- 1) Hardware and software inventory as defined in Section 4.7;
- 2) Technical Publications as defined in Section 4.9;
- 3) As-Built Drawings as defined in Section 3.8.4;
- 4) COTS documentation as defined in Appendix B (CDRL).

SOW 170/- The Training Units Technical Publications shall be provided 4 weeks before Factory Tests.

SOW 171/- The COTS documentation and As-Built drawings shall be provided for system acceptance.

2.5.7 Training System Installation

SOW 172/- The Contractor shall unpack in the presence of the Purchaser representative all Purchaser-furnished and Contractor-furnished equipment at the installation location and dispose of packing materials as directed by the Purchaser's Site POC. The Contractor shall perform an Inventory Check with the Purchaser representatives based on the delivery documentation provided by the Contractor accordingly with Section 4.7, 4.8 and 4.9.

SOW 173/- The installation of the Training equipment shall be done with NATO NCIA Academy representatives and shall follow the procedures defined in the Training equipment Technical Manual.

SOW 174/- The Contractor shall obtain site configuration details from the Site POC.

SOW 175/- The Contractor shall configure all hardware/software settings to match the Product Baseline and site-specific requirements. The Contractor shall provide all necessary information, documents and assistance for Purchaser to perform an interim PCA on the system.

SOW 176/- The Contractor shall ensure all equipment is asset marked in accordance with the requirements of the site and the Purchaser's Configuration Management requirements.

SOW 177/- The Training Unit shall be interconnected with the NATO NCIA Academy Training legacy DSGT equipment, and tests / training courses shall consider the tests listed under Section 2.5.4.

2.5.8 Training System Validation

SOW 178/- The Contractor shall perform a subset of the System Acceptance Tests as defined Section 2.5.4 to demonstrate that the training system is configured as an operational MB-DSGT and ready for training.

SOW 179/- System Acceptance Testing shall take place upon completion of the installation and configuration work at the training site and shall not last more than five calendar days.

SOW 180/- System Acceptance Testing shall be conducted in adherence to Chapter 6.

[90] The Purchaser will support the execution of a subset of the System Acceptance Testing along the lines described in section 2.6.

SOW 181/- As a part of the Work Package deliverables the Contractor shall present the Purchaser with:

- 1) Purchaser witnessed and approved test results;
- 2) Operation Manuals (as per CSDB);
- 3) Maintenance Manuals (as per CSDB);
- 4) Product Baseline (PBL) (as per CMDB); and
- 5) Material Data Sheet (as per PSDB).

SOW 182/- Upon completion of site installation work, the Contractor shall provide the Purchaser a site installation report.

2.5.9 Conduct System Acceptance Testing – Operation MB-DSGTs

SOW 183/- The Contractor shall conduct System Acceptance testing on the remaining Operational MB-DSGTs, based on the MB-DSGT capability scope and the System Acceptance testing scope as detailed in Section 2.3.6 and Section 6.

2.6 Support Operational Test and Evaluation

[91] The OpTEval will be conducted by the Purchaser with preparation of equipment in a garrison location, deployment to outdoor environment, installation of the MB-DSGT system, introduction of fault scenarios, finishing with the redeployment of the system back to the garrison location.

[92] Operational Test and Evaluation (OpTEval) occurs after the system has been granted Provisional System Acceptance (PSA).

[93] Chapter 6 provides the high level requirements for OpTEval. In the context of MB-DSGT OpTEval is intended to:

- 1) Demonstrate that the MB-DSGT is Fit for Use, by placing it in the hands of the Operational Users (NATO CIS Group (NCISG)) to verify that the Operational Acceptance Criteria (OAC) are fulfilled through scenario-based testing;
- 2) Verify that the training delivered is fit for purpose;
- 3) Verify that documentation has been delivered and can be effectively use to operate and support the system in the field;
- 4) Verify integration with additional PFP not involved in previous test instances, including interaction with the Operational Users (i.e. vehicles, generators, tents, radio masts, fibre optic reels, user appliances); and
- 5) Verify that the system interoperates with other NATO DCIS assets in the context of a NATO exercise.

[94] The OpTEval will consist of following steps:

- 1) Planning;
- 2) Preparation;
- 3) Deployment;
- 4) OpTEval Execution;
- 5) Redeployment; and
- 6) Finalization.

SOW 184/- During the above mentioned steps the Contractor shall:

- 1) Provide advice to the Purchaser on the functionality and capability of the MB-DSGT. The Contractor shall provide this expertise during the OpTEval and witness the whole process, Contractor's technical lead onsite at purchaser location and for up to 5 business days; and
- 2) Collect Training Feedback throughout the whole OpTEval to improve the Training deliverables.

[95] The Purchaser has the right to conduct User Tests as part of OpTEval. Prior to the OpTEval, the Users may provide scenarios to be tested, and the Purchaser will create test plans that will be shared with the Contractor.

SOW 185/- The Contractor shall support Purchaser-conducted series of User tests.

[96] The OpTEval will include testing interfaces to other NATO DCIS assets, which will be configured and operated by the Purchaser in support of the tests.

[97] During the OpTEval, the equipment will be operated by trained NATO DCIS personnel.

[98] The OpTEval will be performed replicating the operational conditions of a NATO deployed operation to the greatest extent possible.

[99] Depending on the results for the previous security testing instance(s), none or only very limited amount of security tests should be tested during additional security testing.

SOW 186/- Security Test and Verification Reports (STVR) shall be developed and released by the Contractor one week after completing the Additional Security Testing but not later not later than 4 weeks prior FSA. This is to enable issuance of (I)SA for the MB-DSGT.

SOW 187/- The Contractor shall be responsible for correcting the faults found during the test and amending, if necessary, the corresponding documentation and any other documentation (including training) affected by those changes.

SOW 188/- The Contractor shall plan the support concept for OpTEval accordingly with the Support Requirements provided in Section 4.4. The Contractor shall provide Subject Matter Experts (SME) onsite over the OpTEval period and resolve major issues outside of normal working hours, working overnight if required.

SOW 189/- The Contractor shall maintain a logbook recording any significant event for the acceptance and final testing. The logbook shall contain, as a minimum, the details of the test executed, their ratings, deficiencies noted, test duration, and important remarks.

3 Project Management

[100] The goal of the Contractor's project management is to guide the project through a controlled, well-managed, visible set of activities to achieve the desired results and, wherever possible, to eliminate problems and to ensure that those problems that do occur are identified early, assessed accurately, and resolved quickly in partnership with the Purchaser.

[101] The Project will be managed and be subject to review by the Purchaser, who will be represented by the NCI Agency Project Management Team (PMT). This team will include relevant NCI Agency personnel (Project Manager, Contracting Officer, Project Engineers, Subject Matter Experts, Independent Verification and Validation engineers).

3.1 Contractor's Project Management Office

MNG-1 The Contractor shall establish a project management organization and maintain a Project Management Office (PMO) to perform and manage all efforts necessary to meet all his responsibilities under this Contract.

MNG-2 The Contractor shall provide all necessary manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the project, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project.

MNG-3 The Contractor shall use PRINCE2 or a similar and internationally recognized Project Management standard for the direction, governance and management activities for the entire project.

MNG-4 The personnel identified below shall be considered as Key Personnel:

Project Manager;

Technical Lead;

Test Director;

IPS Manager;

Training Manager; and

Configuration Manager.

MNG-5 The key Personnel shall meet the requirements as detailed at Appendix F.

[102] The Purchaser's Contracting Authority will act as the Purchaser's representative and the Purchaser's Project Manager (PM) will be the primary technical and project management interface between the Contractor and Purchaser after the EDC.

MNG-6 The Contractor's Project Manager shall be prepared at all times to present and discuss the status of Contract activities with the Purchaser's Project Manager, Contracting Officer, or Technical Lead.

MNG-7 The Contractor's Project Manager shall have experience managing projects similar to this project in technical and financial scope.

MNG-8 Key personnel on the Contractor side shall actively liaise with Purchaser's personnel with equivalent roles, as required.

MNG-9 The Quality Assurance Manager shall report to a separate manager within the Contractor's organization at a level equivalent to or higher than the Project Manager.

MNG-10 The Contractor shall consult regularly with the Purchaser to ensure that project management practices are compatible, meet their joint requirements and are tailored to meet the requirements of the project.

3.2 Project Management Plan

- MNG-11 The Contractor shall establish and maintain a **Project Management Plan (PMP)**.
- MNG-12 The PMP shall describe how the Contractor will implement the totality of the project, including details of the project control that will be applied.
- MNG-13 The PMP shall describe how the Contractor shall implement project/contract administration, including details of the controls that shall be applied to supervise Sub-Contractor performance.
- MNG-14 The PMP shall provide sufficient detail to allow the Purchaser to assess the Contractor's plans and capabilities in implementing the entire project in conformance with the requirements specified.
- MNG-15 After approval by the Purchaser, the final version of the PMP shall be the official document against which the Contractor is expected to conduct the performance of the Contract. The approved PMP shall however not supersede the Contract, and the Schedule of Supplies and Services (SSS) in particular.
- MNG-16 The PMP shall describe the contractor's organization, assignment of functions, duties, and responsibilities, management procedures and policies, and reporting requirements for the conduct of contractually-imposed tasks, projects, or programmes.
- MNG-17 The PMP shall identify all major Contractor operating units and any Subcontractors involved in the development of System and a description of the portion of the overall effort or deliverable item for which they are responsible.
- MNG-18 The PMP shall cover all aspects of the project implementation, including the Contractor's project management structure and project control processes, personnel assignments, and external relationships necessary to provide the System as required by this Contract.
- MNG-19 The Contractor shall ensure that the PMP remains current throughout the duration of the Project to reflect the actual state of the Contractor's organization and efforts.
- MNG-20 The Contractor shall maintain the baseline version of the PMP.
- MNG-21 The Contractor shall brief any changes to the PMP at all Project Review Meetings (PRM).
- MNG-22 The PMP shall cover at least the following areas:
- 1) Project organization:
 - a) Internal structure, including a project organizational diagram;
 - b) Roles and responsibilities of each organizational unit;
 - c) Key personnel, their qualifications, and their responsibilities; and
 - d) Organizational boundaries between the project organization and the parent and subcontracted organizations.
 - 2) Project management processes:
 - a) A description of the Contractor's project management methodology and approach to be used for this project;
 - b) Project start-up, including staffing, basis of cost and schedule

- estimates, and project infrastructure; and
- c) Project control, including monitoring, reporting of work packages.
- 3) Communications management, including the Project Progress Reports; Project Checkpoint Reviews; and all other communications with the Purchaser and Sub-contractors;
 - 4) Lessons Learned management, including the identification, reporting, and logging of lessons learned in a Lessons Learned Log;
 - 5) Purchaser involvement:
 - a) Purchaser involvement via Joint Reviews, informal meetings, reporting, modification and change, implementation, verification, approval, acceptance and access to facilities;
 - b) Expected Purchaser Furnished Equipment and associated timelines; and
 - c) Delivery procedures for the documentation and the products. This includes control of Purchaser Property, export control process.
 - 6) Subcontracting plan demonstrating that the Contractor can effectively manage, monitor and control the sub-contractors and that the sub-Contractors will agree to abide by the requirements of the prime Contract as pertains to flow-down provisions.

3.3 Project Implementation Plan

- MNG-23 The Project Implementation Plan (PIP) shall describe how the Contractor shall implement project/contract administration.
- MNG-24 The PIP shall consider all project implementation aspects, which include management provisions, facilities, schedules, personnel assignments, external relationships and project control.
- MNG-25 The PIP shall provide sufficient detail to allow the Purchaser to assess the Contractor's plans and capabilities in implementing the entire project in conformance with the requirements specified.
- MNG-26 The Contractor shall ensure that the PIP accurately reflects Contractor's plans for the full duration of the period of performance of the Contract.
- MNG-27 After approval by the Purchaser, the final version of the PIP shall be the official document against which the Contractor is expected to conduct the performance of the Contract. The approved PIP shall however not supersede the Contract, and the Schedule of Supplies and Services (SSS) in particular.
- [103] The content of the plans in the PIP are described in detail in the related sections of this SOW.
- MNG-28 All plans in the PIP above involve a sequence of activities. For each major activity, the plan shall at least provide the following information:
- 1) Timeline of the activity;
 - 2) Locations where the activity will take place;
 - 3) Methodology and processes followed to implement the activity;
 - 4) Actors involved in the activity, covering:
 - a) On the Contractor's side, both prime and Sub-Contractors, with detailed information on the roles and responsibilities of each; and

- b) On the Purchaser's side, required players and description of how they will engage in the activities and with the actors on the Contractor's side.
- 5) Information required from the Purchaser for the activity to take place;
- 6) Documentation tree and deliverables for the activity, where applicable; and
- 7) Review and acceptance process of the documentation above, where applicable.
- MNG-29 In all plans of the PIP, the Contractor's proposed timelines shall be commensurate and contingent upon the nature of the risks relevant to the efforts concerned, as identified in the Risk Management Plan (Section 3.3.4).
- MNG-30 All plans in the PIP shall provide:
- 1) Tables listing activities and dates, as tabular version of the Gantt charts; and
 - 2) Lists of deliverables under each plan (in turn mapped to CLIN numbers).
- MNG-31 All plans in the PIP shall contain a mechanism to visually track the changes in any of the artefacts above, throughout the various revisions of the PIP. Alternatively, the changes can be itemized in Release Notes or similar (in tabular form).
- MNG-32 The Contractor shall produce a Draft PIP. The Draft PIP shall address all comments received at Contract Award.
- MNG-33 The Draft PIP shall be reviewed during SRR.
- MNG-34 The Contractor shall continue to update the draft Project Implementation Plan (PIP) produced and delivered at the time of the Contract Award. The Contractor shall incorporate any required changes to the PIP resulting from Site Surveys, Configuration Capture, System Design Reviews, and Purchaser feedback and provide a final version of the PIP at Critical Design Review (CDR) for final Purchaser review and acceptance. The final version of the PIP will continue to be a living document until FSA.
- MNG-35 The Contractor shall ensure that the PIP accurately reflects Contractor's plans for the full duration of the period of performance of the Contract.
- MNG-36 The PIP shall include the following products:
- 1) Product Breakdown Structure (PBS);
 - 2) Project Work Breakdown Structure (PWBS);
 - 3) Project Master Schedule (PMS);
 - 4) Risk Management Plan, including Risk Log; and
 - 5) Issue Management Plan, including Issue Log.
- MNG-37 The Contractor shall provide the following Plans specific to specialist areas. The Contractor may want to include these in the PIP, but as a separate section:
- 1) System Design Plan (SDP) (Section 2.1.1);
 - 2) System Installation Plan (SIP) (Section 2.5.1);
 - 3) Project Master Test Plan (PMTP) (Section 6.4);
 - 4) Documentation Plan (DP) (Section 3.8.1);
 - 5) Integrated Product Support Plan (IPSP) (Section 4.1);
 - 6) Training Plan (TRNP) (Section 4.10);

- 7) In Service Support Plan (ISSP) (Section 4.13);
- 8) System Safety Program Plan (SSPP) (Section 4.15.3);
- 9) Configuration Management Plan (CMP) (Section 5.1); and
- 10) Quality Assurance Plan (QAP) (Section 7.6).

[104] The approval of the PIP and of any updated plan of the PIP by the Purchaser signifies that the Purchaser considers the plan to be a logical and satisfactory approach to the management of the required activities, based upon the information provided by the Contractor.

MNG-38 The approval of the PIP shall in no way relieve the Contractor from his responsibilities to satisfy the contractual and technical requirements of this Contract. The requirements of the Contract supersede the statements of the PIP in the case of any conflict, ambiguity or omission.

MNG-39 The PIP shall be updated 2 weeks prior to every Project Review Meeting.

MNG-40 From FDR onwards, the following plans shall be updated by the Contractor as appropriate throughout the duration of the contract, beyond the time of release of the final version of the PIP:

- 1) Project Master Test Plan (PMTTP);
- 2) Documentation Plan (DP);
- 3) Integrated Product Support Plan (IPSP);
- 4) Training Plan (TRNP);
- 5) In Service Support Plan (ISSP);
- 6) System Safety Program Plan (SSPP); and
- 7) Configuration Management Plan (CMP).

MNG-41 Each revision of the PIP shall entail a revision of each of the plans.

MNG-42 Any revisions of the PIP shall be subject to Purchaser approval.

[105] The approval of the final version of the PIP and of any updated plan of the PIP by the Purchaser signifies that the Purchaser considers the plan to be a logical and satisfactory approach to the management of the required activities, based upon the information provided by the Contractor.

MNG-43 The approval of the final version of the PIP shall in no way relieve the Contractor from his responsibilities to satisfy the contractual and technical requirements of this Contract. The requirements of the Contract supersede the statements of the PIP in the case of any conflict, ambiguity or omission.

3.3.1 Product Breakdown Structure

MNG-44 The Contractor shall establish and maintain a **Product Breakdown Structure (PBS)**.

MNG-45 The PBS shall identify the physical outcomes of the project. It shall define all the products that the project has to produce. The PBS shall show the scope broken down in a hierarchical manner and at a sufficient level to ensure a clear understanding of the product and its status. It shall identify all components of the system, hardware and software (including firmware), infrastructures, services and any documentation required by the Contract.

- MNG-46 Each constituent sub-product shall be related to a precise sub-set of the System Requirements Specification (SRS) and be identifiable to the Contract (SSS).
- MNG-47 The Product Description shall be sufficient to understand the purpose and function of the product and the level of quality required of the product.
- MNG-48 The PBS shall include the percentage of accomplishment for each sub component. This status shall be included in the Project Progress reports.
- MNG-49 The Contractor shall provide the initial baseline version of the PBS within four weeks after PDR.
- MNG-50 The PBS shall be put under Configuration and Change Control.

3.3.2 Project Work Breakdown Structure

- MNG-51 The Contractor shall establish and maintain a **Project Work Breakdown Structure (PWBS)**.
- MNG-52 The contractor shall capture 100% of the work defined by the project scope, as well as all deliverables in terms of the work to be completed, including project management, in the PWBS.
- MNG-53 The PWBS shall include:
- 1) The definition of all the work packages and the relationship between the work packages and the end product;
 - 2) The description of the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors;
 - 3) For each work item its duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for Purchaser support; and
 - 4) The PWBS shall include a PWBS Dictionary that identifies for each work item its duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for the Purchaser support.
- MNG-54 The Contractor shall not change the PWBS or PWBS Dictionary without the approval of the Purchaser.

3.3.3 Project Master Schedule

- MNG-55 The Contractor shall establish and maintain a **Project Master Schedule (PMS)**.
- MNG-56 The PMS shall contain all Contract events and milestones, including Contract-related Purchaser activities and events (e.g., Purchaser reviews, provision of specific Purchaser-furnished items).
- MNG-57 The PMS shall identify, when PFP are required throughout the Project life so that it can be implemented/integrated in a timely fashion. The identified PFP items are at Appendix D.
- MNG-58 All Contractor and Purchaser activities and milestones related to Integrated Product Support (IPS), Configuration Management (CM) and Quality Assurance (QA) shall be identified and included in the PMS.

- MNG-59 The PMS shall provide the duration, sequence, and resource effort to deliver tasks providing a realistic assessment of the scope of work involved.
- MNG-60 The PMS shall include the delivery dates for all products identified in the SSS.
- MNG-61 The PMS shall correlate with the PWBS and also be traceable to performance and delivery requirements of this SOW.
- MNG-62 The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource requirements for each work item.
- MNG-63 The PMS shall identify the progress for each task.
- MNG-64 The PMS shall include the delivery dates for all management products (e.g., project plans, Project Progress Reports), including at least the initial submission, the review cycles and the final delivery.
- MNG-65 The PMS shall include activity network, activity Gantt, milestone, and critical path views of the project schedule.
- MNG-66 The PMS shall be based on Microsoft Project 2010. Any changes to this version shall be approved by the Purchaser.

3.3.4 Risk Management

- MNG-67 The Contractor shall establish a risk management process and perform risk management throughout the period of performance of this Contract.
- MNG-68 The Contractor's Risk Management process shall enable and define identification of all types of risks, evaluation and prioritization of each risk, definition of proposed response strategy, owner and actions and suggested monitor and control mechanisms.
- MNG-69 The Contractor shall establish a **Risk Management Plan (RMP)**.
- MNG-70 The Contractor shall document, update and maintain status of all risks in the Risk Log, as an Annex to the RMP.
- MNG-71 The Contractor shall update the Risk Log at minimum on a monthly basis in a format agreed with the Purchaser.
- MNG-72 The Contractor shall brief the Risk Log at all Project Progress Meetings and Design Reviews.
- MNG-73 The RMP shall be developed by establishing and maintaining a strategy for identifying, analyzing, and mitigating risks.
- MNG-74 The risk management strategy shall address the specific actions and management approach used to apply and control the risk management program. This shall include identifying the sources of the risk, the scheme used to categorize risks, and the parameters used to evaluate.
- MNG-75 The RMP shall be under configuration control.
- MNG-76 The RMP shall include:
- 1) Risk Management processes and measurement methodology;
 - 2) Key Risk Categories;
 - 3) Risk Prioritization Matrix;
 - 4) Risk Management organization, roles and responsibilities;
 - 5) Requirements for communicating risks and risk status with the Purchaser; and

6) Risk Log.

MNG-77 The Risk Log shall list all the risks, and indicate for each one the following information (but not limited to):

- 1) Risk identifier: unique code to allow grouping of all information on this risk;
- 2) Description: brief description of the risk;
- 3) Risk category (e.g. management, technical, schedule, quality and cost risks);
- 4) Impact: effect on the project if this risk were to occur;
- 5) Probability: estimate of the likelihood of the risk occurring;
- 6) Risk rating (High, Medium, Low);
- 7) Proximity: how close in time is the risk likely to occur;
- 8) Response strategy: avoidance, mitigation, acceptance, transference;
- 9) Response plan(s): what actions have been taken/will be taken to counter this risk;
- 10) Owner: who has been appointed to keep an eye on this risk;
- 11) Author: who submitted the risk;
- 12) Risk Stakeholders;
- 13) Date identified: when was the risk first identified;
- 14) Date of last update: when was the status of this risk last checked; and
- 15) Status: e.g. closed, reducing, increasing, no change.

3.3.5 Issue Management

MNG-78 The Contractor shall establish and maintain a process for identifying, tracking, reviewing, reporting and resolving all project issues.

MNG-79 The Contractor shall propose an **Issue Management Plan (IMP)**.

MNG-80 The Contractor shall develop and maintain an Issue Log where all project issues are recorded and tracked regardless of their status, as an Annex to the IMP.

MNG-81 The Contractor shall update and maintain the Issue Log throughout the period of performance of this Work Package.

MNG-82 The Contractor shall update the Issue Log at minimum on a monthly basis in a format agreed with the Purchaser.

MNG-83 The Contractor shall brief the Issue Log at all Project Review Meetings and Design Reviews.

MNG-84 The IMP shall outline the general processes and techniques to monitor, control, report the issues affecting the project both in technical and administrative terms in all phases of the project. The IMP shall be under configuration control.

MNG-85 The IMP shall include:

- 1) Issue Management processes (identification, reporting, assessment, and logging of project issues); and
- 2) Issue Log.

[106] A Project Issue is anything that affects the Project, either detrimental or beneficial (e.g. problem, error, anomaly, risk occurring, query, change in the project environment, change request, off-specification).

[107] In accordance with PRINCE2 an issue is defined as, “a relevant event that has happened, that was not planned, and requires management action”. It can be any concern, query, and request for change, suggestion or off-specification raised during a project. Project issues can be about anything to do with the project”.

MNG-86 The Issue Log shall comprise the following information (but not limited to):

- 1) Project Issue Number;
- 2) Project Issue Type (Request for change, Off-specification, general issue such as a question or a statement of concern);
- 3) Author;
- 4) Date identified;
- 5) Date of last update;
- 6) Description;
- 7) Action item/Decision;
- 8) Responsible person (individual in charge of the action item);
- 9) Suspense date (Suspense date for the action item);
- 10) Priority; and
- 11) Status.

MNG-87 The Issue Log shall be maintained in a format where sorting and filtering of issues is possible.

3.4 Project Meetings

3.4.1 Kick-off Meeting

MNG-88 The Contractor shall support a Contract Kick-off Meeting (KOM).

MNG-89 For the KOM, the Contractor and any key personnel from major subcontractors shall meet with the Purchaser’s Project Manager at the Purchaser’s facility (The Hague-Netherlands, Brussels-Belgium, Mons-Belgium, or Braine l’Alleud-Belgium) within two weeks after Contract Award to review the schedule of activities and to discuss any preparations or coordination required to support the implementation effort.

[108] Attendance in person is necessary.

MNG-90 At KOM, the Contractor shall present the Project Management Plan, the Project Master Schedule, the Risk log, the Configuration Management process, the Configuration Status Accounting database and the Quality Management process.

MNG-91 At the KOM, the Contractor shall identify any pre-requisites to support the implementation of present contract.

MNG-92 At the KOM, the Contractor shall provide templates for all types of site surveys for review and approval by the Purchaser.

MNG-93 Following the KOM, the Contractor shall conduct Project Review Meetings (PRM) every 3 months, in adherence to the requirements in the following section.

3.4.2 Project Review Meetings

MNG-94 The Contractor shall arrange Project Review Meetings (PRM) with the Purchaser to occur every 3 months or at the request of the Purchaser if the situation requires.

[109] The location of the meetings will ordinarily be at the Purchaser's premises. Other NATO locations, or at the Contractor's premises may be used if Purchaser and Contractor both consent.

MNG-95 Unless otherwise specified, at least two weeks before all meetings required under this Contract, the Contractor shall send an invitation, including:

- 1) Purpose;
- 2) Agenda;
- 3) List of participants; and
- 4) Date, hour, place, duration.

MNG-96 If meeting facilities at a Purchaser location are not available at the specified Purchaser location in the time frame required to support a meeting, the Contractor shall:

- 1) Reschedule the meeting to such time as meeting facilities are available at the Purchaser location, with no further adjustment to schedule or cost; or
- 2) Provide suitable meeting facilities (e.g., hotel meeting facility) for the meeting/review at no additional cost to the Purchaser; or
- 3) Arrange to host the meeting at the Contractor's facility. This facility shall be provided at no additional cost to the Purchaser.

MNG-97 The Contractor shall provide minutes of all meetings. The Minutes shall include:

- 1) Date, place, and time of the meeting;
- 2) Purpose of the meeting;
- 3) Name of participants;
- 4) Approval of previous meeting's minutes and all resolutions;
- 5) Record of principle points discussed, actions taken, and decisions made; and
- 6) Copies of materials distributed at the meeting.

MNG-98 The minutes shall not be used as a mechanism to change the terms, conditions or specifications of the Contract nor as a vehicle to alter the design or configuration of equipment or systems. Such changes shall only be made by agreement, amendment or by authorized mechanisms as set forth in the Contract.

MNG-99 In addition to the mandatory meetings, the Contractor shall support ad-hoc meetings. These meetings will be held in NCI Agency The Hague, Brussels, Mons, or Braine l'Alleud. They will last 2 days maximum. These meetings will be devoted to discussing management issues, technical issues, or both. Technical issues will be discussed through Joint Technical Reviews (refer to 3.4.4).

MNG-100 Dates for the PRM shall be mutually agreed between the Purchaser and the Contractor.

MNG-101 PRM shall by default take place at the Purchaser's premises. When coinciding with System Design Reviews, the PRM shall take place at the Contractor's premises.

- MNG-102 All types of communication including the meetings, phone calls, correspondences and project documentation shall be in English.
- MNG-103 If the programme of a given PRM cannot be fulfilled at the intended date owing to one or more CDRL products being late and/or failure to meet the required quality criteria, the PRM shall be delayed and re-scheduled following mutual agreement between the Purchaser and the Contractor. In such circumstances the Purchaser may call one or more Ad-Hoc Meetings, in order to discuss project progress outside the nominal PRM sequence.
- [110] Video-Teleconference (VTC) may be used at PRM in circumstances where it may be difficult to otherwise ensure attendance by the required personnel.
- MNG-104 Should the Contractor wish to use VTC, a written request with justifications shall be submitted to the Purchaser not less than eight working days in advance of the scheduled meeting.
- [111] The Purchaser's PM will chair the meetings.
- MNG-105 The normal PRM agenda shall include:
- 1) Review of the minutes recorded and agreed at the previous PRM;
 - 2) The Contractor's presentation of the Project Progress Report;
 - 3) Schedule Review;
 - 4) Risk Log Review;
 - 5) Issue Log Review;
 - 6) Technical Changes;
 - 7) Discussion/resolution of problems and areas of concern;
 - 8) If necessary, a summary of items to be discussed; and
 - 9) Any other business.
- MNG-106 During the meetings, the Contractor shall present slides covering all the points of the planned agenda. These slides shall be accessible by the Purchaser at least 5 working days before the meeting.
- MNG-107 The Contractor shall attend and provide the meeting's Secretary in all meetings, including those held over VTC links.
- MNG-108 During the meeting, the meeting's Secretary shall be fully devoted to capturing the minutes of the meeting.
- MNG-109 Draft minutes shall be produced real time during the PRM and shall be agreed by the Contractor and the Purchaser representatives within 1 week following the PRM.
- MNG-110 The approval of the final content, both recorded discussion items and agreed action items, shall be possible within 1 week of the last day of the meeting.
- MNG-111 The minutes shall document the topics, problems, discussions and all decisions made and include copies of the current Action Item List (AIL), Project Schedule and Risk Analysis/Assessment, as Annexes.
- MNG-112 These minutes shall not be regarded by the Parties as a mechanism to change the terms, conditions or specifications of the Contract nor as a vehicle to alter the design or configuration of equipment or systems. Any such changes shall only be made by Contract amendment or by authorized mechanisms as set forth in this Contract.
- MNG-113 The minutes shall not exceed ten (10) pages, unless specifically approved by the Purchaser.

MNG-114 The Contractor shall send the final version of the draft minutes to the Purchaser not later than 5 working days after the initial draft approval, for final approval by the Purchaser.

[112] The Purchaser can send questions and comments concerning the documentation delivered between two meetings.

MNG-115 The KOM or a PRM shall not last more than 2 (two) days.

MNG-116 PRM shall host the formal revisions and approval of the CDRL products as per the CDRL table in Appendix B.

3.4.3 Ad-Hoc Meetings

[113] Ad Hoc Working Meetings (AHM) may be organized by on request of either the Purchaser or the Contractor, pending Purchaser agreement, to resolve problems, clarify project requirements and review progress in between the nominal PRM sequence.

[114] These meetings will normally be held at the Purchaser's premises.

MNG-117 Minutes of the Ad Hoc Working Meetings shall be written real time by the Contractor and sent to the Purchaser within 5 working days following the meeting. Comments received will be taken into account and incorporated. Once the Minutes are accepted by both parties' respective Project Managers, the Contractor shall provide the final version.

3.4.4 Joint Technical Reviews

MNG-118 The Contractor shall organize and conduct joint technical reviews, as defined in IEEE 12207 [IEEE 12207], to address and resolve critical technical issues in advance of major reviews such as Requirements, Design or Test Reviews.

MNG-119 The Contractor shall propose the subject and the timing of the joint technical reviews to ensure the most critical technical risks are raised and mitigated as early as possible. The joint technical reviews should be planned as early as possible but as a minimum 4 weeks in advance to provide sufficient time for the identification of appropriate operational users and arrangements for their participation.

MNG-120 The Contractor shall deliver the following information at least two weeks prior to each review: a meeting agenda and a list of issues to be reviewed, with an impact assessment, root cause of the issue (evidence) and possible solutions per issue.

MNG-121 Unless otherwise agreed by the Purchaser, all joint technical reviews shall be conducted at a Purchaser facility. The specific date and location must be agreed between the Contractor and the Purchaser's Project Manager.

MNG-122 The Contractor shall provide all relevant resources including personnel, hardware, software, and tools at each review.

MNG-123 The Contractor shall provide the following items at each review: presentation and discussion of each issue, including relevant technical material, such as requirements references, design specifications, views, use cases, operational employment scenarios, screenshots, or prototypes, or developmental baseline release.

3.5 Project Progress Reports

MNG-124 This PPR shall summarize the progress since the previous PRM or since the last PPR, any accomplishments, schedule of deliveries against progress, difficulties

encountered and resolution of any issues raised in previous PRMs. The Project Progress Reports shall include:

- 1) Overall project progress: the activities performed and works completed during the preceding period including major milestones achieved as applicable;
- 2) Description of issues/problems/risks that have occurred in the preceding period and the identified/proposed solution (Issue Log);
- 3) A list of Change Proposals with the current status;
- 4) Configuration Status Reports (CSR) for the system and all documentation (CDRL);
- 5) Answers to questions addressed by the Purchaser between two meetings;
- 6) The progress of work related to the schedule in the current PMP;
- 7) Status of the equipment (equipment order, in Contractor's office, packing, transfer to site, deploy and test);
- 8) Any foreseen or possible changes to project performance or schedule. In case of changes, the Contractor shall give the updated performance or schedule;
- 9) Description of any identified problems and high risk areas and the proposed solutions and corrective actions;
- 10) Activities planned for the next period;
- 11) Supplies to be delivered by the Contractor and those to be provided by the Purchaser; and
- 12) Update on the status of Action Items List (AIL).

[115] Upon receipt of the PPR, and in absence of a Project Review Meeting opportunity near, the Purchaser can call for an Ad-hoc meeting with the Contractor (refer to Section 3.4.3), for the purpose of reviewing or discussing the PPR contents. The meeting may either involve physical presence, or take place over a video conference session.

MNG-125 The Contractor shall maintain an archive of PPR.

MNG-126 The Contractor shall prepare and submit a Project Progress Report (PPR) to the Purchaser monthly, throughout the performance period of the contract.

3.6 Site Surveys

MNG-127 Site Surveys shall collect information on the site or sites of interest, into a Site Survey Report (SSR), covering at least the following data:

- 1) All the information relevant to the physical installation of the new equipment at the site;
- 2) Any CIS security implications at each site, including integration and interaction with already existing cybersecurity components;
- 3) Floor plan layouts of installation spaces and training activities (equipment rooms, corridors, offices);
- 4) Temporary equipment storage spaces;
- 5) Cabling (routing, configuration and wiring assignment);
- 6) Availability of electrical power and electrical power conditioning;

- 7) Environmental conditioning; and
- 8) Points of contact, including site access requirements.

3.7 Security Aspects

- MNG-128 Contractor's premises shall be able to handle information up to and including NATO S*CR*T.
- MNG-129 All information items used in support of the execution of the project shall be classified and handled according to their security classification.
- MNG-130 The Contractor shall ensure that all Contractor and Subcontractor personnel that shall work for this Project have at a minimum, a valid NATO S*CR*T clearance as required by NATO policy.
- MNG-131 The Contractor shall follow the Purchaser site access procedure to gain access to the NATO sites for the conduct of Project business. The Contractor shall allow sufficient time in their planning to achieve this.

3.8 Documentation

[116] The purpose of these requirements is to ensure that the Contractor develops and provides high quality, comprehensive documentation and as-built drawings. Unless explicitly referred, these requirements don't apply to the Technical Publications (i.e.: Operation Manuals and Maintenance Manuals).

[117] The Purchaser's default software packages for managing projects and processing documentation deliverables are:

- 1) Microsoft Office Professional;
- 2) Microsoft Project; and
- 3) Microsoft Visio Enterprise.

3.8.1 Documentation Plan

MNG-132 As part of the PIP, the Contractor shall submit a **Documentation Plan (DP)**. The DP shall explain in detail how the Contractor shall fulfil all documentation requirements in this Contract. The DP shall include:

- 1) A list of all documentation deliverables to be provided and defined in this Contract and it's annexes (including SOW, SRS), in the form of a Contract Data Requirements List (CDRL) and organized according to the Contract Line Item Number (CLIN) structure of the Schedule of Supplies and Services (SSS);
- 2) A schedule of release of all CDRL items, including draft versions (for review) and final versions (for the purpose of acceptance);
- 3) A detailed description of the file naming convention in accordance with the requirements in this section;
- 4) A detailed description of the document review process in accordance with the requirements in this section; and
- 5) A detailed description of the change control and version control processes through which the Contractor proposes to manage and control change during the life cycle of each documentation deliverable.

MNG-133 Any deviation from the CDRL shall be coordinated with and requires approval by the Purchaser.

MNG-134 Should it be found that there are documentation requirements within the SOW and Annexes, that are not identified in the CDRL, the CDRL shall be updated to reflect this.

3.8.2 Documentation Format

MNG-135 Documentation shall not contain warnings limiting the rights to use or reproduce the document. The Purchaser reserves the right to make additional copies of any documentation (including the Technical Publications) provided under this contract for his internal use.

MNG-136 The Contractor shall submit project documentation (e.g., plans, schedules, reports, etc.) and contractual documentation (e.g., invoices, change proposals, etc.) in electronic format:

- 1) In the native format compatible with the Purchaser's software packages above; or
- 2) In the Contractors toolset of choice in which case the Contractor shall provide the Purchaser with 5 licenses of each tool/application used.

MNG-137 The Contractor shall submit the documentation, intended for review by the Purchaser, with each modification identified through the change tracking feature (e.g.: track changes) or otherwise marked in the revision table.

MNG-138 The Contractor shall submit all final and accepted versions of documentation deliverables in electronic format, as PDF (OCR), accompanied with a Microsoft Office version for editing purposes.

MNG-139 All documentation produced under this contract shall adhere to the same presentation style and readability features (cover pages, approval pages, headers, footers, headings and paragraphs, font types and sizes within headings and paragraphs), irrespective of the source of the document within the Contractor's team, including any except COTS equipment documentation, subcontractor documentation.

MNG-140 Every page shall include a header and footer indicating the highest classification of content on that page using one of the following labels: NATO CONFID*NTIAL, NATO R*STRICT*D (sensitive information identifying e.g. a named location or security assessment), or NATO UNCLASSIFIED.

MNG-141 The Contractor shall submit project documentation (e.g., plans, schedules, reports, drawings, etc.), COTS documentation and contractual documentation (e.g., invoices, change proposals, etc.) in English with the following features:

- 1) The first page shall show the document title, project title, contract number, version number and issue date to be shown on each subsequent page.
- 2) The review page shall contain the following information for identification: Version of the document and version history, Contractual Due date, Delivery date, CLIN number, Status (e.g., accepted/approved/draft).
- 3) The first chapter shall contain a preface detailing the scope of the document, foreseen updates and content, details of related documents and information on how to navigate the document.

- 4) The convention for numbers appearing in textual documents shall be a comma to be the thousands separator and a period to be the decimal separator (e.g., 1,365,276.24).
- 5) The convention for dates appearing in free text (e.g., quoting dates of meetings) shall be year-month-day (YYYYMMDD).
- 6) Where documents contain many complex specialized or strongly domain oriented terminologies these shall be defined in a glossary.
- 7) The filenames for all documentation deliverables in compliance with the following filename convention:[NU|NR]_[Contract number]_[Contract Line Item number]_[Name of deliverable]_[v0.x|v1.0].[filename extension] where:
 - a. [NU|NR] is the classification of the document: NATO Unclassified or NATO Restricted;
 - b. [Contract number] is the official Purchaser contract number;
 - c. [Contract Line Item number] is the CLIN used to identify the deliverable in the Schedule of Supplies and Services (SSS);
 - d. [Name of deliverable] is the Contractor proposed, Purchaser agreed designation of the deliverable.
- 8) [v0.x|v1.0] is the version number in the range:
 - a. (v0.1 / v1.1 / v2.1...) for **first version** not eligible for acceptance;
 - b. (v0.2, ..., v0.9, v0.10, v0.11... / v1.2, ..., v1.9, v1.10, v1.11... / v2.2, ..., v2.9, v2.10, v2.11...) for **revised versions** not eligible for acceptance;
 - c. (v1.0 / v2.0 / v3.0...) for the **ultimate version**.
- 9) [filename extension] is the standard filename extension, but “.zip” may be used to aggregate multiple files.
- 10) COTS documents, such as a vendor supplied operational manual, shall retain their original filenames and shall hence not be renamed according to the above filename convention.
- 11) Hard copy documentation for deployment of terminal shall be protected/ provided with appropriate environmental protection etc.

MNG-142 The Contractor shall remain responsible for updating the documentation that is affected by the changes in the system requirements, design, or support arrangements throughout the project.

3.8.3 Documentation Acceptance Process

[118] The Purchaser will provide comments, corrections, and suggested changes to the Contractor within two weeks of receipt, unless specified differently in the Work Package (e.g.: eight weeks for technical publications).

[119] The Purchaser reserves the right to ask for an extension to provide comments, corrections, and suggested changes to the Contractor according to the workload required.

[120] The Purchaser reserves the right to return without review a document that has significant deficiencies.

MNG-143 All documentation shall be subject to Purchaser approval.

- MNG-144 All the documentation within the scope of this project shall be consistent in terms of content. Any inconsistencies that are detected between documents at any time until the end of this project shall be corrected upon Purchaser notification.
- MNG-145 The Contractor shall not rely on the Purchaser review to fill in deficiencies or obtain missing Purchaser information.
- MNG-146 The Contractor shall provide a **first version** (e.g.: version 0.1, version 1.1) of each deliverable for Purchaser review by the date specified in the Schedule of Supplies and Services or as agreed between the Purchaser and Contractor.
- MNG-147 The first version shall be substantially complete and correct, and delivered in accordance with the delivery dates specified in the Work Package and the Schedule of Supplies and Services. To ensure the completeness and correctness, the Contractor shall complete the internal review cycle between the related functions before presenting a version to the Purchaser.
- MNG-148 The Contractor shall resubmit the document as a **revised version** (e.g.: version 0.2, version 1.2) incorporating the Purchaser's comments within two weeks after receipt, unless specified differently in the Work Package.
- MNG-149 The Contractor shall provide the **ultimate version** (e.g.: version 1.0, version 2.0) document within two weeks of receipt of the Purchaser's comments on the revised version, unless specified differently in the Work Package.
- MNG-150 Documentation shall be distributed as follows:
- 1) For all documents unless otherwise instructed: an electronic copy to the Purchaser's Project Manager;
 - 2) For contractual documents: in addition to one hard copy and an electronic copy to the Purchaser's Contracting Office; and
 - 3) With the exception of contractual documents, an electronic copy to the Collaborative Environment.
- MNG-151 "One week" and multiples thereof shall be understood as 5 working days, Monday - Friday. This mainly applies to the period of Purchaser's review of a document, from the time the document is uploaded or delivered by the Contractor and vice versa.
- MNG-152 Approval of a document or other deliverable shall not be interpreted to imply any Purchaser endorsement of the content. It shall remain the sole responsibility of the Contractor to meet the full system performance requirements and to prove such performance through the regime of testing and other assurance mechanisms set forth in the Contract and it shall be the sole responsibility of the Contractor to remedy any performance shortfall in the event of any identified deficiency in terms of the contract functional and/or performance requirements. The Contractor's responsibility in this regard extends beyond FSA through warranty, responsibility for any latent defects.
- MNG-153 The Contractor shall include and integrate all document review and acceptance activities in the overall Project Master Schedule (PMS) of the PMP in the PIP.

3.8.4 As Built Drawings

- MNG-154 The Contractor shall provide **As-Built Drawings (ABDs)** aligned with the PBL that match with each type of delivered system and cross-referenced and consistent with each other and with any other documents provided under this Contract, such as Technical Publications and training material.

- MNG-155 The ABD shall comprise of:

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- 1) Layout Plans showing the locations of all Contractor installed assets;
- 2) Cabling Plans showing all Contractor installed cabling, per security classification, clearly identifying the location and labelling of each cable, together with the terminations at both ends and the use of the cable;
- 3) Rack Layout Plans for all Contractor installed racks; and
- 4) System Configuration Plan showing all installed assets with all their interfaces and interconnections, both internal and external.

MNG-156 The ABD, representing technical networking and service configuration diagrams, shall use layered views, as follows:

- 1) One layer shall be created for the physical view, covering hardware, ports and cable-connections (including also signal flow, electrical power and grounding);
- 2) One layer for the logical view, covering VLANs, virtual servers, logical links;
- 3) One layer for the addressing and routing information; and
- 4) Service view schematics.

MNG-157 The Contractor shall ensure that all as-built drawings are cross-referenced and consistent with each other and with any other documents provided under this Contract, such as the technical publications with the relevant CSDB and the training material.

4 Integrated Product Support

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

[122] The Purchaser will review and approve (in 4 weeks) the IPS deliveries provided under this Contract and subject to review and approval by the Purchaser.

[123] The Purchaser will review and approve (in 8 weeks) Technical Publications and Training Materials provided under this Contract. Upon acceptance of the draft version, the Contractor is allowed to deliver the final version of the technical publications.

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

- IPS-2 The Contractor shall manage the IPS activities within this Contract by:
- 1) Providing evidence that the designed system solution is for a service life of at least twenty (20) years based on the operational conditions required through the development of the activities described in the Integrated Product Support Plan (IPSP) and the In Service Support Plan (ISSP), assuring and managing the supportability of the solution (i.e.: availability for supply of spare parts and/or the relevant repair services);
 - 2) Providing evidence that for a period of at least five (5) years after successful completion of last batch’s Final System Acceptance (FSA) by the Purchaser, the system’s equipment shall not become obsolete and the Customer shall be able to obtain all necessary spare parts, components and technical expertise for planned routine maintenance and normal repair, following which it shall continue to meet the design performance parameters when operated under design conditions;
 - 3) Appointing an IPS manager for the entire duration of the contract to conduct the IPS Programme that shall:
 - a. Be at a level commensurate with the systems engineering and the software engineering managers;
 - b. Be point of contact to interface with the Purchaser on IPS matters.
 - 4) Providing all relevant IPS deliverables (documents, data and activities) as a result of all IPS processes.

IPS-3 The Contractor shall provide the required IPS deliveries in accordance with the following schedule that shall be included in the contractor’s Project Master Schedule (PMS) of the PMP in the PIP:

Table 4-1 – IPS Deliverables

Title	Iss	Due date
Integrated Product Support Plan (IPSP)	Draft	EDC + 2w
	Final Draft	PDR - 4w
	Final	CDR - 4w
Reliability Availability Maintainability Testability (RAMT) Case Report	Draft	SRR - 4w
	Final Draft	PDR - 4w
	Final	CDR - 4w
	Demonstration	PSA

Title	Iss	Due date
Failure Mode Effects and Criticality Analysis (FMECA)	Draft	SRR - 4w
	Final Draft	PDR - 4w
	Final	CDR - 4w
Maintenance Task Analysis (MTA) [incl. Product Support Database]	Draft	PDR - 4w
	Final Draft	CDR - 4w
	Final	FDR - 4w
	Demonstration	PSA
Level of Repair Analysis (LORA) [incl. Repair Price List (RPL)]	Draft	PDR - 4w
	Final Draft	CDR - 4w
	Final	FDR - 4w
Packaging, Handling, Storage and Transportation (PHST) Report	Draft	FDR - 4w
	Final	FAT - 4w
Initial Provisioning List (IPL)	Draft	FDR - 4w
	Final	FAT - 4w
Obsolescence Report	Draft	CDR - 4w
	Final Draft	FAT - 4w
	Quarterly	First delivery at PSA + 3m
Warranty Report	Draft	first PSA – 4w
	Quarterly	First delivery at first PSA + 3m
Operation Manuals	Draft	FDR - 4w
	Final	FAT + 4w
Maintenance Manuals	Draft	FDR - 4w
	Final	FAT + 4w
Training Plan (TRNP) [incl. Training Needs Analysis (TNA)]	Draft	CDR - 4w
	Final Draft	FAT - 4w
	Final	first PSA – 4w
Training documentation	Draft	FAT - 4w
	Final	Training Start – 4w
Training execution of Testing Personnel	Execution	Immediately before tests
Training execution of Operators (including reports)	Execution	Start: NLT first PSA + 1w
	Report	Training End + 4w
Training execution of Maintainers (including reports)	Execution	Start: NLT first PSA + 1w
	Report	Training End + 4w
Training execution of Instructors (including reports)	Execution	Start: NLT first PSA + 1w
	Report	Training End + 4w
In Service Support Plan (ISSP)	Draft	FSA - 6m
	Final Draft	FSA - 4w
	Final	FSA + 6m
In Service Support (ISS) Monthly Report	Monthly	First delivery at Warranty End + 1m

4.1 Integrated Product Support Plan

[124] The Integrated Product Support Plan (IPSP) is the primary document that details the approach to IPS, tailored to meet the needs of a specific product or service. The IPSP includes detailed information for the planning, implementation and co-ordination of the IPS program, together with element plans detailing how the appropriate IPS elements are addressed. The IPSP is integrated and consistent with other program documentation. The IPSP is a living document and therefore the content will vary depending on the type and phase of any program or project.

IPS-4 The Contractor shall establish, provide, execute and maintain an effective Integrated Product Support Plan (IPSP) in accordance with ASD SX000i iss.3.0.

- IPS-5 The IPSP shall:
- 1) Describe the Contractor’s plans for the management control, interface, and integration of all elements of the Contractor’s Integrated Product Support with the system engineering and design processes;
 - 2) Establish/describe the policies, procedures, and methodologies to ensure the logistic requirements are achieved and to refine the support to the system;
 - 3) Document the Contractor’s plans, organisational structure, procedures and activities implemented, followed and performed to ensure that product support elements influence and interface with system design and other functional areas, to satisfy supportability criteria; and
 - 4) Incorporate Purchaser-approved changes, additions and deletions.

- IPS-6 The IPSP shall describe the Contractor’s approach and plans for each logistic element:
- 1) Reliability Availability Maintainability and Testability (RAMT) and Failure Mode Effect and Criticality Analysis (FMECA);
 - 2) Logistics Support Analysis (LSA) including Product Support Data and Database, Supply Support, Packaging Handling Storage and Transportation (PHST);
 - 3) Parts Obsolescence Management;
 - 4) Technical Publications;
 - 5) Training; and
 - 6) Support during Warranty and Post Warranty.

IPS-7 The Contractor shall provide the IPSP detailing the relevant content to cover the following structure.

Table 4-2 – IPSP Content and Structure

Structure	Content
1	Introduction
2	Documents and Acronyms
2.1	List of Applicable Documents
2.2	List of Reference Documents
2.3	List of Acronyms
3	System Overview
3.1	Architecture
3.2	Operational scenario
3.3	Maintenance Concept

Structure	Content
3.4	Support Concept
4	IPS Management
4.1	IPS team and sub-Contractors
4.2	IPS processes and procedure overview
4.3	IPS constraints
4.4	IPS tools
4.5	IPS Contractual Deliverable Requirements List (CDRL)
5	System Breakdown
6	Reliability, Availability, Maintainability and Testability (RAMT) Plan
6.1	Reliability
6.2	Maintainability
6.3	Testability
6.4	Availability
6.5	Failure Mode Effects and Criticality Analysis (FMECA)
7	Logistics Support Analysis (LSA) Plan
7.1	Maintenance Concept
7.1.1	Preventive/Scheduled maintenance
7.1.2	Corrective/Unscheduled maintenance
7.1.3	Hardware Maintenance Concept
7.1.4	Software Maintenance Concept
7.2	Maintenance Levels Description
7.3	Support Concept
7.4	Support Levels Description
7.5	Maintenance Task Analysis (MTA)
7.6	Level Of Repair Analysis (LORA)
7.7	Product Support Database (PSDB)
8	Supply Support Plan
8.1	Manpower and personnel
8.2	Spare Parts
8.3	Tool and Test Equipment
8.4	Facilities
8.5	Packaging, Handling, Storage and Transportation (PHST)
8.5.1	Packing, Coding and Labelling (Packaging)
8.5.2	Delivery and Shipment (Handling and Storage)
8.5.3	Transportation
9	Parts Obsolescence Management
9.1	Evaluation criteria
9.2	Resolution strategies
10	Technical Publications
11	Training
12	In service Support (ISS)
12.1	Warranty period
12.2	Post Warranty period
12.2.1	Post Warranty Services (PWS): Repair On Need
12.2.2	Performance Based Services
12.3	Sub-Contractors

4.2 Reliability Availability Maintainability Testability Case Report

IPS-8 The Contractor shall provide a Reliability Availability Maintainability Testability (RAMT) Case Report that shall include:

- 1) All COTS equipment data sheets and references, clearly indicating the COTS equipment's reliability and maintainability characteristics used as data input to any of the RAMT activities;

- 2) The complete set of Reliability Block Diagrams (RBDs), including reliability, maintainability and intrinsic availability allocations per block, per aggregated block, per sub-system, per location, and for the entire system;
- 3) All draft and final calculations (ref MIL-HDBK-338B) for:
 - a. Reliability (MTBF and MTBCF);
 - b. Maintainability (TTR, MTTR, MTTRS and MTBPM);
 - c. Testability: Fault Detection (FD) percentage and Fault Isolation (FI) percentage with and without ambiguity;
 - d. Intrinsic availability (A_i);
 - e. Rationale and justifications for all data and formulas used in any of the calculations and models.

- IPS-9 The Contractor shall develop and maintain, in accordance with IEC 61078:2016 or MIL-STD-756B, the Reliability Block Diagrams (RBDs) for the entire system and subsystems, relating all hardware and firmware/software items (i.e. hardware down to LRU level and firmware/software CSCI) based on failure dependencies, and explaining how the reliability of each item contributes to the success or failure of the entire system. Firmware shall be treated as being part of the pertinent LRU.
- IPS-10 The reliability predictions shall be in accordance with one of the following:
- 1) Bellcore/Telcordia SR-332, Ground Fixed Uncontrolled, 30°C Case temperature;
 - 2) HDBK-217Plus and ANSI VITA51, Ground Fixed, 30°C Case temperature;
 - 3) Certified field data (scaling i.a.w. MIL-HDBK-338B table for Environment and Temperatures); or
 - 4) A combination of the above.
- IPS-11 The reliability predictions shall consider the System duty 100% (components derating and local duties may be applied).
- IPS-12 The Contractor shall provide detailed and comprehensive historical evolution in versioning for each firmware/software including the technical motivation linked to each release vs the previous one.
- IPS-13 The Contractor shall plan, design and execute on-site Reliability tests in accordance with MIL-HDBK-781 to demonstrate the MTBF relevant requirement in the SRS with 90% (ninety percent) confidence (10% Consumer's risk).
- IPS-14 The Contractor shall propose a test plan and procedure indicating the minimum number of testing hours based on the cumulative failures as per Chi-Squared test matching the above criteria. The test hours shall be distributed on all the systems with a minimum testing time of 1000 hours per system.
- IPS-15 The Contractor shall plan, design and execute the system maintainability/testability demonstration in accordance with IEC 60706-3:2006 test method 1 Annex B or MIL-HDBK-470A Appendix B (test method 1A).
- IPS-16 The Contractor shall ensure that the maintainability/testability demonstration addresses both hardware and firmware/software maintenance tasks.
- IPS-17 The Contractor shall demonstrate the MTTR requirement in the SRS by providing 90% (ninety percent) confidence.

- IPS-18 The Contractor shall demonstrate system diagnostic capability (fault detection and isolation) in accordance with the relevant requirements set in the SRS.
- IPS-19 The Contractor shall provide the RAMT Case Report detailing the relevant content to cover the following structure.

Table 4-3 – RAMT Case Report Content and Structure

Structure	Content
1	Introduction
2	Documents and Acronyms
2.1	List of Applicable Documents
2.2	List of Reference Documents
2.3	List of Acronyms
3	System Breakdown Description
4	Design for Reliability
4.1	Reliability Prediction Formulas
4.2	Reliability Block Diagram
4.3	Reliability Prediction
5	Design For Maintainability
5.1	Maintainability Prediction Formulas
5.2	Maintainability Prediction
6	Design For Testability
6.1	Testability Prediction Formulas
6.2	Testability Prediction
7	Availability
8	Conclusions

- IPS-20 The Contractor shall provide one .xls spreadsheet as annex of the RAMT Case Report in accordance with the following content and structure:
 - 1) **Product Breakdown:** Level, Description, Cage Code, Part Number, Quantity
 - 2) **Reliability:** Critical item (Y/N), Source data (Calculated / Predicted / Estimated / Contractor evidence), Failure rate (fpmh), MTBF (h), Redundancy model, MTBCF(h);
 - 3) **Maintainability:** TTR (h), MTTR (h), MTRS (h), MTBPM (h), Mpt (h);
 - 4) **Testability:** Fault detection (FD%), Fault Isolation [FI(1LRU)%, FI(2LRU)%, FI(3LRU)%, FI(>3LRU)%].

4.3 Failure Mode Effect and Criticality Analysis

- IPS-21 The Contractor shall provide a **Failure Mode Effect and Criticality Analysis (FMECA)** down to the hardware LRU and firmware/software CSCI level in accordance with IEC 60812:2018 or MIL-STD-1629A.
- IPS-22 The Contractor shall provide functional descriptions for the systems and allocated to the subsystems, covering all operational modes and mission phases.
- IPS-23 The Contractor shall perform a functional FMECA considering the effects of failure of hardware LRU and firmware/software CSCI level directly to the functions that shall be lost or degraded.
- IPS-24 The Contractor shall identify critical items as the items (hardware LRU and firmware/software CSCI) whose failure induce loss of critical function.
- IPS-25 In case of catastrophic and/or safety critical failures have been identified through the FMECA, the Contractor shall perform a **Fault Tree Analysis (FTA)** down to the

SRU or CSC level as appropriate for development items in accordance with MIL-HDBK-338B.

IPS-26 The Contractor shall provide FMECA detailing the relevant content to cover the following structure.

Table 4-4 – FMECA Content and Structure

Structure	Content
1	Introduction
2	Documents and Acronyms
2.1	List of Applicable Documents
2.2	List of Reference Documents
2.3	List of Acronyms
3	System Breakdown Description
4	FMECA Procedures
5	Failure Mode Effects Analysis (FMEA)
6	Criticality Analysis (CA)
7	Criticality Matrix (CM)
8	Conclusions

IPS-27 The Contractor shall provide one .xls spreadsheet as annex of the FMECA in accordance with the following content and structure:

- 1) **Product Breakdown:** Level, Description, Cage Code, Part Number;
- 2) **Failure Mode Effects Analysis (FMEA):** Failure Modes, Mission Phase / Operational Mode, Failure effects (Local Effects, Next Higher Level, End Effect), Failure Detection Method, Compensating Provisions, Severity Classification, Remarks;
- 3) **Criticality Analysis (CA):** Failure probability, Failure Effect Probability (β), Failure Mode Ratio (α), Failure Rate (λ_p), Operating Time (t), Failure Mode Crit Number [$C_m = \beta \alpha \lambda_p t$], Item Crit Number [$C_r = \sum(C_m)$], Remarks;

IPS-28 The Contractor shall also provide Criticality Matrix (CM) summary tables for:

- 1) Criticality vs Failure probability vs Severity classification;
- 2) Apportionment of criticality vs Failure end effect; and
- 3) Apportionment of criticality vs Manufacturer (Cage Code).

4.4 Maintenance Task Analysis

IPS-29 The Contractor shall provide a **Maintenance Task Analysis (MTA)** down to the hardware LRU and firmware/software CSCI level compliant with ASD S3000L iss.2.0.

IPS-30 The Contractor shall provide the Maintenance Task Analysis (MTA) covering hardware and software (including firmware) that summarizes the maintenance planning:

- 1) Analysing the results of the FMECA to identify candidate corrective maintenance tasks;
- 2) Identifying procedures, spares and materials, tools, support equipment, personnel skill levels, estimated and elapsed times as well as any facility issues that must be considered for a maintenance task (i.e.: for preventive/scheduled and corrective/unscheduled);

- 3) Identifying preventive/scheduled maintenance tasks and develop a scheduled maintenance programme at each Level of Maintenance (HL/SL 1-4) allocated to the appropriate Level of Support (LoS 1 to 4) that is consistent with the maintenance concept described for the intended use of the system. The decision logic used for task selection shall implement the following priorities:
 - a. Avoidance of safety and mission critical failures;
 - b. Achievement of system availability requirements;
 - c. Sustainability of deployed operations in accordance with the intended use and the product support environment of the system;
 - d. Minimization of Life Cycle Cost;
- 3)4) Identifying the operation support tasks required to support operational readiness of the system;
- 3)5) Considering ad hoc pre deployment and post deployment maintenance actions to allow no down time (i.e.: zero hours) due to preventive/scheduled maintenance during deployment;
- 3)6) Assessing for each maintenance task: skill levels, tools and test equipment required, facilities, spares and consumables, duration.

IPS-31 The Contractor shall provide the MTA detailing the relevant content to cover the following structure.

Table 4-5 – MTA Content and Structure

Structure	Content
1	Introduction
2	Documents and Acronyms
2.1	List of Applicable Documents
2.2	List of Reference Documents
2.3	List of Acronyms
3	System Breakdown Description
4	MTA Approach
4.1	Levels of Maintenance
4.1.1	Hardware Levels of Maintenance
4.1.1.1	HL1
4.1.1.2	HL2
4.1.1.3	HL3
4.1.1.4	HL4
4.1.2	Software Levels of Maintenance
4.1.2.1	SL1
4.1.2.2	SL2
4.1.2.3	SL3
4.1.2.4	SL4
4.2	Task Justification
4.3	Task Structure
4.3.1	Unscheduled and Corrective Maintenance Task structure
4.3.2	Scheduled and Preventive Maintenance Task structure
4.4	MTA Data Element
5	MTA Output
6	Conclusions

IPS-32 The MTA shall provide spreadsheet as an annex with the following tables:

- 1) **Logistic Breakdown Report – LBR** : worksheet that hierarchically list the logistic breakdown and the link with the PBL containing at least the following information: Indenture level, Breakdown Element Identifier, Cage code, Part Number, Breakdown Element Name, Part as Designed Name, SMR Code, Qty, Qty for End Item, Unit of Measure (UM), MTBF, UM, MTTR, UM;
- 2) **Maintenance Index Report – MIR** : worksheet that list all maintenance (scheduled and unscheduled) containing at least the following information: Indenture level, Breakdown Element Identifier, Cage code, Part Number, Breakdown Element Name, Part as Designed Name, SMR Code, Task Identifier, Task Name, Type, Task Frequency, UM, Task Duration, UM, MTBF, UM, MTTR, UM, Task Labour Time, UM;
- 3) **Maintenance Report – MR** : worksheet that details all maintenance (scheduled and unscheduled) including all resources details (materials, personnel, facilities) with subtasks and duration details per skill and per subtask;
- 4) **Material Resource Report – MRR** : shall include the following vistas:
 - a. Material Resource List : the list of all the resources with associated type (e.g.: spare, consumable, common tools, special tools);
 - b. Material Resource Utilization: the list of all the resources with associated maintenance where the resource is used; and
 - c. Material Resource Annual Use: the list of all the resources with the calculated annual use based on the task frequency.
- 5) **Personnel Report – PR** : shall include the following vistas (same as MRR but for personnel): Personnel List, Personnel Utilization, Personnel Annual Use; and
- 6) **Facilities Report – FR** : shall include the following vistas (same as MRR but for facilities): Facilities List, Facilities Utilization, Facilities Annual Use.

IPS-33 The MTA shall also provide summary tables for:

1. Total Quantity of Maintenance Tasks as per:

Table 4-6 – Total Quantity of Maintenance Tasks

Level of maintenance	Scheduled			Unscheduled			Total		
	HW	SW	Sum	HW	SW	Sum	HW	SW	Sum
HL1/SL1									
HL2/SL2									
HL3/SL3									
HL4/SL4									
Total									

- 4.2. Mean Annual Downtime and Mean Annual Workload (one table for HW+SW Maintenance, one table for HW Maintenance and one table for SW Maintenance) as per:

Table 4-7 – Maintenance Downtime and Workload

Level of maintenance	Scheduled	Unscheduled	Total

	Elapsed time (h)	Man workload (h)	Elapsed time (h)	Man workload (h)	Elapsed time (h)	Man workload (h)
HL1/SL1						
HL2/SL2						
HL3/SL3						
HL4/SL4						
Total						

4.3. Scheduled maintenance grouped by periodicity using as many columns as periodicity defined (one table for HW+SW maintenance, one table for HW maintenance, and one table for SW maintenance) as per:

Table 4-8 – Scheduled Maintenance Record

Level of maintenance	(e.g.: daily)					...
	Quantity	Mean elapsed time (h)	Mean man workload (h)	Total elapsed time (h)	Total man hours (h)	
HL1/SL1						
HL2/SL2						
HL3/SL3						
HL4/SL4						
Total						

- IPS-34 The Contractor shall provide a **Product Support Database (PSDB)** as annex to each issue of the MTA down to the hardware LRU and firmware/software CSCI level that shall match the Product Baseline (PBL), shall be coherent with the relevant information contained in the Technical Publications and Training Materials and shall be fully compliant with ASD S3000L iss.2.0 as per the NCIA instructions.
- IPS-35 The PSDB shall contain and collect all relevant information and data coming from the IPS reports and analysis coming from RAMT, FMECA, MTA, LORA and PHST.
- IPS-36 The PSDB shall include information fields required for each HW and SW (including Firmware) item to be provided/updated:
 - 1) **Indenture level:** Level of indenture starting from the system that is the first level and classified as End Item;
 - 2) **Breakdown Element Identifier (BEI):** String of characters used to uniquely identify a Breakdown Element and to differentiate it from other Breakdown Elements that comprise a product. Note: used to establish a hierarchical structure of the technical system;
 - 3) **Reference Designator** (in accordance with ASME Y14.44);
 - 4) Subsystem;
 - 5) **Breakdown Element Name:** Word or phrase by which the breakdown element is known and can be easily referenced;
 - 6) **Part Logistic Category;** to define an item (HW or FW/SW) as designed in the context of product support:
 - a. EI - End Item and SS – System Subsystem;
 - b. Hardware (HW) Maintenance Significant Items (MSI):
 - i. LS - Statistical Life LRUs (e.g.: Computers, Power PCs, Switches, Routers, IF modules, RF modules, Breakers, Power Supplies, Monitors, Modems, Power Amplifiers);

- ii. LL – Limited Life LRUs (e.g.: Batteries, flexible waveguides, oscillators);
 - iii. II – Insurance Items [e.g.: docking stations, Keyboards, Mice, Cables, mechanical parts (e.g. Racks, drawers), simple E/M parts (e.g. patch panels)];
 - iv. C[T] – Technical Consumables (e.g.: fuse, gas discharger, surge protection devices, lamps, bulbs, led);
 - v. C[NT] – Non-Technical Consumables [e.g.: POL (Petrol, Oils, Lubricants), water, gas];
 - vi. C[G] – Generic Consumables (e.g.: printer cartridges, toners, printers' paper);
 - vii. AP – Attaching Parts [e.g.: washers, gaskets (not EMI), nuts, bolts, screws].
- c. Software (SW):
- i. SWA – Application Software [e.g.: Contractors' developed application SW, COTS application SW (e.g. MS Office, Adobe Acrobat)];
 - ii. SWO – Software Operating Systems (e.g.: Linux, Unix, MS Windows, LynxOS, Android, IOS);
 - iii. FW – Firmware;
 - iv. DD – Device drivers.
- 7) **Support equipment and tools:** CHT (Common Hand Tool), CSE (Common Support Equipment), PSE (Peculiar Support Equipment);
- 8) **Manufacturer item data:** Cage Code, Part Number, Part Nomenclature;
- 9) **Vendor/Contractor item data:** Cage Code, Part Number, Part Nomenclature;
- 10) **Item characteristics:** LRU (Y/N), Serialized Item (Y/N); Mean Time Between Failures (MTBF) (in hours); Mean Time To Repair (MTTR) (in hours); LRU Maintenance Level (HL/SL 1 to 3 included); HW part repairability (Y/N); NATO Stock Number (NSN); Unit Price and Currency; Provisioning Lead Time (PLT) (days); Turn Around Time (TAT) (days).
- 11) **Quantity:** Qty per line item; Qty in Next Higher Assy; Qty in End item.

4.5 Level Of Repair Analysis

IPS-37 The Contractor shall provide a **Level Of Repair Analysis (LORA)** down to the hardware LRU and firmware/software CSCI level compliant with ASD S3000L iss.2.0.

IPS-38 The Contractor shall provide the Level Of Repair Analysis (LORA) to recommend the most cost efficient solution for the level at which each maintenance task should be performed and the decision to repair or discard unserviceable LRUs:

- 1) Generating a LORA candidate list containing those items whose maintenance task is not clearly allocated as NATO Maintenance Task (NMT) or Industry Maintenance Task (IMT) as a consequence of the MTA and for which a repair/discard decision is not immediately evident; and

- 2) Determining the level (HL1-4 or SL1-4) and the location at which each maintenance task should be performed, including detail on any NMT for which specific limited support by industry personnel is recommended.

IPS-39 The Contractor shall provide the LORA detailing the relevant content to cover the following structure.

Table 4-9 – LORA Content and Structure

Structure	Content
1	Introduction
2	Documents and Acronyms
2.1	List of Applicable Documents
2.2	List of Reference Documents
2.3	List of Acronyms
3	System Breakdown Description
4	LORA Approach
4.1	LORA Candidate Item List (CIL)
4.2	Repair vs Discard Decision
4.3	Maintenance concept
4.4	Support concept
4.5	Product Support Scenario (Maintenance and support concept relations)
4.6	LORA CIL Fields
5	Conclusions

IPS-40 The Contractor shall provide **Repair Price List (RPL)** as annex to the final issue of the LORA.

4.6 Obsolescence Report

IPS-41 The Contractor shall perform the Parts Obsolescence Management during the project execution up to the end of warranty period providing **Obsolescence Report** for hardware LRU and firmware/software CSCI to keep the Purchaser informed about any potential obsolescence problems or risks providing the end of sale, end of production, end of support, risk mitigation strategies and proposed risk recovery actions.

IPS-42 The Contractor shall recommend, as part of the Obsolescence Report:

- 1) A replacement (if available), when the designation of a replacement item becomes necessary due to discontinuance of support;
- 2) Either to implement an Off-The-Shelf (OTS) solution and modify the requirement accordingly or redesign a suitable alternative, when the recommended OTS item is not fully compliant with the Contract Requirements; and
- 3) Items with form, fit and function features will be given first preference to avoid development costs.

IPS-43 The Contractor shall provide a Obsolescence Report jointly with an .xls file that shall include information fields required for each HW and SW (including Firmware) item to be provided/updated:

- 1) **Breakdown Element Name:** Word or phrase by which the breakdown element is known and can be easily referenced;
- 2) **Manufacturer item data:** Cage Code, Part Number, Part Nomenclature;
- 3) **Vendor/Contractor item data:** Cage Code, Part Number, Part Nomenclature;

- 4) **Quantity:** Qty in End item;
- 5) **Product current status:** Cancelled without alternative Form Fit and Function (FFF) replacement, Off production but on the stock (last buy), On production, Cancelled with alternative FFF replacement;
- 6) Product current status rationale/evidences:
 - a. For HW [e.g.: production started in "year", last update in "year", support availability till "year" or End of life date (if any)]
 - b. For SW (e.g.: release date of the item, support of this version till "year")
- 7) Warranty and Service:
 - a. For hardware (e.g.: warranty duration granted when procured, Provisioning Lead Time, Repair cycle time)
 - b. For firmware/software (e.g.: software community (shareware/freeware), open source, ...)
- 8) **Risk - Item criticality:** This risk category addresses the degree to which an item (whether or not it is an assembly or a component used to repair an assembly) is critical to the functionality of the system and ultimately the operational readiness of the unit employing that system. (e.g.: from FMECA criticalities 2 - red, 3 - yellow, 4 - green). Please note that FMECA criticality 1 shall require Fault Tree Analysis;
- 9) **Risk - Supply chain vulnerability:** This risk category represents a key difference between electronic items and Materials and Structural, Mechanical and Electrical (MaSME) items:
 - a. Electronic items: often becomes obsolete because of technology changes (e.g.: red, yellow, green);
 - b. MaSME items: obsolescence is usually related to a source going out of business or changing its product line (e.g.: red, yellow, green).
- 10) **Risk - Time to implement a resolution:** This risk category addresses how long it will take to implement a resolution to an Obsolescence issue for an item or material in comparison to the stocks that the program has on hand. If there is more than enough stock on hand and the time to implement is short, then the risk to the program would be viewed as lower; however, if there is a long lead time to implement a resolution and the stocks on hand are not sufficient, then this indicates high risk. (e.g.: red, yellow, green);
- 11) **Risk category rationale/evidences:** Narrative for each risk category rank;
- 12) **Risk Level:** product of the above risk ranks;
- 13) **Proposed mitigation:** FFF alternative (ECP type 1), Function alternative (ECP type 2), Redesign of higher level, To Be Defined, Not Applicable, Other;
- 14) **Proposed mitigation rationale:** Narrative for the proposed mitigation.

4.7 Supply Support and Provisioning

- IPS-44 The Contractor shall ensure a minimum stock of the most critical spare parts (those failing the most, or with a higher impact on the facilities) necessary for emergency and urgent repairs tasks up to the end of warranty.
- IPS-45 The Contractor shall provide, as part of the bid, the budget quotation for the spares parts (LRUs, Insurance Items), technical and non-technical consumables to be provided four (4) working weeks before the PSA in accordance with the requirements outlined below and relevant schedule.
- IPS-46 The Contractor shall provide **Initial Provisioning List (IPL)** that shall detail the rationale and calculations, for determining the range and quantity of items (i.e., spares and repair parts, consumables, special tools, test equipment, and support equipment) and the associated lists required to support and maintain the system for an initial period of service as per the following:
- 1) **Critical Items** using MTBCF, relevant Candidate Item List, 98% confidence level (non stock-out probability) of being able to replace any mission critical Maintenance Significant Item (MSI).
 - a. List #1 per relevant site: 60-day Closed-Door-Operation (CDO) in 24/7 continuous operation;
 - b. List #2 per relevant site: 1-year logistic horizon in 24/7/365 continuous operation.
 - 2) **Critical and Non-Critical Items** using MTBF, relevant Candidate Item List, 70% confidence level (non stock-out probability) of being able to replace any Maintenance Significant Item (MSI).
 - a. List #3 per relevant site: 1-year logistic horizon in 24/7/365 continuous operation;
 - b. List #4 cumulative (one for all sites): 1-year logistic horizon in 24/7/365 continuous operation.
- IPS-47 The Contractor shall detail the technical approach and tools to be used for providing the IPL in the IPSP as per the NCIA Instructions: [AI 16.31.10] – Spare parts provisioning.
- IPS-48 The Contractor shall provide a fully detailed and priced **Recommended Spare Parts List (RSPL)** as annex to each issue of the IPL that shall detail all spares in a hierarchical breakdown including as a minimum the information of the table below for MDS.
- IPS-49 The Contractor shall provide a fully detailed and priced **Recommended Consumable Items List (RCIL)** as annex to each issue of the IPL that shall detail all consumables including as a minimum the information of the table below for MDS.
- IPS-50 The Contractor shall provide a fully detailed and priced **Recommended Tools and Test Equipment List (RTTL)** as annex to each issue of the IPL that shall detail all standard and special-to-type tools, test equipment and test fixtures, cables, connectors, support equipment (e.g.: cranes, lifting platforms, etc.) including as a minimum the information of the table below for MDS.
- IPS-51 The Contractor shall organize a dedicated meeting (**Provisioning Conference**) to analyse the results of spare parts dimensioning and to agree on the final IPL that shall constitute the list of the initial spares and items to be provided for supply support.

- IPS-52 The Contractor shall provide the **Bill of Materiel (BoM)** as annex to each issue of the IPL for all the system according to the Product Baseline (PBL).
- IPS-53 The Contractor shall provide the full and complete **Inventory/Material Data Sheet (MDS)** of all items and documents to be delivered under this contract at least ten (10) working days before shipment. It shall contain the following information:

Table 4-10 – Inventory/Material Data Sheet information

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Software Level	Firmware/software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Hardware Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.

Field	Description
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's IPS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by N CIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.
Qty installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.

IPS-54 The Contractor shall provide a detailed **Software Distribution List (SWDL)** as annex to each issue of the IPL, which shall detail comprehensively all firmware/software CSCI and associated feature/performance licenses provided under this Contract. The SWDL shall include, the following data elements:

- 1) CSCI identification number;
- 2) Nomenclature;
- 3) Version number;
- 4) License key (if applicable);
- 5) License renewal date (if applicable);
- 6) Warranty expiration date;
- 7) Date of distribution;
- 8) Distribution location (geographically);
- 9) Distribution target (server); and
- 10) Owner.

IPS-55 The Contractor shall make sure that all licenses are originally registered with the Customer as end-user.

4.8 Packaging, Handling, Storage and Transportation

IPS-56 The Contractor shall provide a Packaging, Handling, Storage and Transportation (PHST) Report down to the hardware LRU.

IPS-57 The Contractor shall provide the PHST Report that summarizes how the following relevant requirements are fulfilled, needs for special packaging, dimensions of the items and facilities required for storage.

4.8.1 Packing, Coding and Labelling (Packaging)

- IPS-58 The Contractor shall provide all supplies packaged to withstand the shipping hazards applicable to the chosen mode of transportation.
- IPS-59 The Contractor shall provide any Special To Type (non-commercial) packaging materials required for the shipment of items at no extra cost to the Purchaser.
- IPS-60 The Contractor shall package, crate or otherwise prepare items in accordance with best commercial practices considering the destination and the mode of transportation. Any Special To Type (non-commercial) packaging will be retained by the Purchaser for return of the items under Warranty if necessary.
- IPS-61 The Contractor shall mark the packages, palettes and/or containers in which supplies are transported shall, in addition to normal mercantile marking, showing on a separate nameplate the name of this project, contract number and shipping address and clearly marked with the text "NATO PROPERTY".
- IPS-62 The Contractor shall provide a **Packing List** for each consignment to allow for easy identification of the content of each package:
 - 1) One Packing List shall be affixed to the exterior of the consignment in a sealed, weatherproof envelope on the outside of each box, palette and/or container;
 - 2) A second copy shall be put inside each container/box; and
 - 3) A third copy should be emailed to the Purchaser PoC upon departure of the goods.

IPS-63 The Packing List shall contain the following information:

Table 4-11 – Packing List

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

- IPS-64 The Contractor shall provide the details of the labelling approach in the CM Plan for Purchaser approval. The Contractor shall provide its labelling for the items configured and/or modified after procurement from the OEM. For these items, the Contractor shall provide for review and approval before the start of the labelling activities, the format and content of the labelling.
- IPS-65 The Contractor shall deliver all the equipment labels including a machine-readable code (e.g. barcode) compliant with:

- 1) STANAG 4280 - NATO Levels of Packaging;
- 2) STANAG 2828 - Military pallets, packages and containers;
- 3) STANAG 4281 - NATO Standard Marking for Shipment and Storage;
- 4) STANAG 4329 - NATO Standard Bar Code Symbologies – AAP-44(A);
and
- 5) AAP-44(A) - NATO Standard Bar Code Handbook.

IPS-66 The Contractor shall provide adequate identification for the Non-CIS components as well as the CIS components. This shall entail the labelling for the transit and transport cases, marking of the tents, nameplates on the containers etc.

4.8.2 Delivery and Shipment (Handling and Storage)

IPS-67 The shipping address where all items, including goods exchanged or repaired under warranty, shall be delivered by default is:

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

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

Name Surname (Project Manager)
NATO Communication and Information Agency,
Code, City, Nation
Tel: XXX
name.surname@ncia.nato.int

[126] The Purchaser's PoC and/or PoC of the Customer will inspect all packages, boxes and containers at final destination to ensure that no damage has occurred during transport and that all packages, boxes and containers detailed in the Packing List have been accounted for. The Purchaser will not open any packages, boxes or containers.

[127] The system may be deployed at locations where there are no roads or other areas which are not easily accessible. Therefore there will be no forklift trucks or other lifting equipment to handle the transit cases. In such circumstances material handling equipment is needed to dismount the equipment from the vans and to take them to the end locations where they will be set up.

IPS-68 The request for a Custom Form 302 shall be addressed to:

Name Surname
NATO Communication and Information Agency,
Code, City, Nation
Tel: XXX
name.surname@ncia.nato.int

[128] Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form.

[129] Load planning is a critical exercise to ensure the equipment can be dis-assembled, packaged, loaded, transported and re-assembled at the end location with minimal damage and minimal effort.

- IPS-69 The Contractor shall deliver all equipment under this project in close coordination with the NCI Agency PoC at final destination.
- IPS-70 The Contractor shall deliver equipment pre-configured and adequately packaged on Euro pallets.
- IPS-71 The Contractor shall ensure secure fixation of pallets, cases and equipment during transportation.
- IPS-72 The Contractor shall notify all deliveries through issuing of a **Notice of Shipment** to the Purchaser's PoC, at least 10 working days in advance of each shipment with the following information:

Table 4-12 – Notice of Shipment

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignor's and Consignee's name and address
6	Method of shipment, e.g., road, air sea, etc.
7	Date of shipment
8	Number of the Custom Form 302 used

- IPS-73 The Notice of Shipment shall be accompanied by the relevant Packing List and the request for a Custom Form 302.
- IPS-74 The Contractor shall take back and replace any damaged items, and correct any discrepancies with the packing and inventory lists, at no additional cost to the Purchaser, and without delay to the project.
- IPS-75 The Contractor shall be responsible for the availability of proper storage space and availability of Material handling equipment that may be required for the equipment shipped to the destination/location. The Purchaser cannot be held responsible for any delays in implementation in the case of unavailability of facilities or materials, and the Contractor shall be solely responsible to acquire alternative facilities/material to assure proper storage, handling etc.
- IPS-76 The Contractor shall ensure that all required forms and certificates are provided and that all necessary procedures are followed for dangerous goods and goods requiring export licenses.
- IPS-77 The Contractor shall record all deliveries of equipment in the NCI Agency ITSM (IT Service Management) ticket system (for tracking by the Operations Centre).
- IPS-78 The Contractor shall make sure that all licenses are originally registered with the Purchaser as end-user.
- IPS-79 The Contractor shall provide material handling equipment that shall allow the transport of the system over rough terrain. This is especially important for the heavy transit cases.
- IPS-80 The Contractor shall provide a **Load Plan** as annex of the PHST Report to be then included in the Technical Publications that shall take into account:

- 1) The mission function (modules needed);
- 2) The means of transport; and
- 3) Location of deployment (Building of Opportunity, Field deployment, etc.).

IPS-81 The Load Plan shall identify:

- 1) The distribution of the load along the different loading platforms (containers, vans, etc.) and the internal distribution in each of those platforms taking into account weight distribution (for centre of gravity considerations);
- 2) The required order of use during deployment by providing 3D models (format such as .stp that is acceptable and usable in Purchaser 3D modelling tools) that entail a full scope detailed load plan starting from the rough models of the equipment with detailed modelling of transit cases, Non-CIS material in the packed form and palletization;
- 3) What needs to be loaded in terms of the number and dimensions of transit cases and other equipment, including all relevant the CIS and non-CIS;
- 4) The load order to optimise weight loading, space utilization, and minimal damage; and
- 5) The need for Load Plan Tool if standard loading tools will be not appropriate.

IPS-82 The Contractor shall be responsible for customs clearance of all shipments into the destination countries. It is the Contractor’s responsibility to take into account delays at customs. The Contractor shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances can the Purchaser be held responsible for delays incurred, even when utilising Purchaser provided Custom Forms 302.

IPS-83 The Contractor shall ensure that any requirements related to delivery and shipment of the equipment are obtained from NCI Agency in advance of shipments.

IPS-84 The Contractor shall be responsible for the timely request of Custom Forms 302 at least 10 working days in advance of each shipment, required for duty free import/export of supplies between certain countries.

IPS-85 The written request for a Custom Form 302 shall contain the following information:

Table 4-13 – Information for Custom Form 302

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

IPS-86 The Custom Forms 302 shall be original, shall be delivered by mail/express courier and shall accompany the shipment and therefore no fax or electronic copy will be used, nor provided to the Contractor. If an express courier has to be used, by the

Purchaser, to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.

- IPS-87 The Contractor shall be responsible to add the Custom Form 302 to the shipping documentation to include on the outside document envelope the contract number and the Purchaser PoC to contact upon reception.
- IPS-88 The Contractor shall ensure that forwarding agents are informed of the availability of the Custom Form 302 and how this form is utilised to avoid the payment of Customs Duties and that the carrier shall be fully conversant with the application and use of Custom Form 302.
- IPS-89 If a Country refuses to accept the Custom Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302. Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement to the Purchaser.

4.8.3 Transportation

[130] The Purchaser will not be liable for any storage, damage or any other charges involved in such transportation of items and supplies prior to Acceptance. Any shipment loss shall be the responsibility of the Contractor.

- IPS-90 The Contractor shall be responsible to transport all items and supplies covered under this Contract to and from all destination addresses at no extra cost to the Purchaser until completion of the warranty period.
- IPS-91 The Contractor shall be responsible for transportation of all equipment furnished under this Contract from its site in a NATO nation to final destination.
- IPS-92 The Contractor shall be responsible for any insurance covering the shipment and delivery.
- IPS-93 The Contractor shall be responsible for transportation of repaired/ replacement items under warranty to the original location.
- IPS-94 The equipment shall be transportable in:
- 1) ISO containers for aircraft cargo and trucks;
 - 2) Transit cases on pallets for vans; and
 - 3) HCU 463L Air Cargo Pallets (HCU-6/E) for aircraft cargo.
- IPS-95 The Contractor shall provide a **Transportation Report** (template to be provided as annex of the PHST Report) within two (2) weeks after each shipment has arrived at final destination. The Transportation Report shall include:
- 1) A copy of the Packing List;
 - 2) Date of arrival at final destination;
 - 3) Date of delivery acceptance by the Purchaser's POC at final destination; and
 - 4) Signature of delivery acceptance by the Purchaser's POC at final destination.

4.9 Technical Publications

IPS-96 The Contractor shall detail their approach and plans for Technical Publications in the IPSP, these plans are to be fully compliant with:

- 1) [AI 16.31.07] – Guidance Document (GD) for ASD-AIA-ATA S1000D Technical Publications, with the associated S1000D Issue 5.0 Business Rules Decision Points (BRDP) Index.
- 2) [AI 16.31.12] – Writing Style Guide (WSG) for ASD/AIA/ATA S1000D Technical publications; and
- 3) [AI 16.31.13] – Illustration Style Guide (ISG) for ASD/AIA/ATA S1000D Technical publications.

IPS-97 The Contractor shall provide **Operation Manuals (OM)** [including Deployment Instructions that shall include the Loading Plan results and System Administrator Guide (SAG)] and **Maintenance Manuals (MM)**. These manuals shall constitute the system technical publications in form of a Common Source Data Base (CSDB), shall compliment each other with no conflicting information and shall include relevant information and instructions for all Contractor delivered Product (HW and FW/SW including COTS, Contractor customized items, modified items and fully developed items). The modularity of the system technical publications shall allow proper allocation for PFPs in an homogeneous breakdown structure.

IPS-98 The Contractor shall provide Operation Manuals and Maintenance Manuals as per requirements of personnel operating and maintaining the equipment in accordance with the Maintenance Concept and the outcomes of Maintenance Task Analysis:

- 1) Operation Manuals: is for the operation of the equipment and describes operation, settings and fine tuning of the equipment to achieve maximum performance including administration instructions (e.g.: guidance on how to show, edit and save the System Configuration Files on the respective devices, together with default user or administrator passwords, as required).
- 2) Maintenance Manuals: is for the maintenance of the equipment and includes:
 - a. Scheduled and Unscheduled Maintenance detailed instructions, Troubleshooting and fault finding techniques (including descriptions of all indicators, switches, switch positions, displays, menu's, settings etc), Installation and dismantling of the equipment (including as applicable physical, electrical, software, safety, RF aspects etc.), repair and test procedures for HL3/SL3 activities;
 - b. Drawings of the mechanical, electrical and electronic assemblies and sub-assemblies that comprise the equipment in sufficient detail to allow technical staff to maintain the system at site level in accordance with the Maintenance Concept;
 - c. As-built drawings (ABDs) for full details of how all of the major assemblies of the supplied equipment have been physically installed and mechanically/electrically integrated (e.g.: drawings of intra-rack and inter-rack cabling); and

d. Detailed and lower level repair and maintenance of sub-assemblies and components shall be addressed by the Original Equipment Manufacturer's (OEM) manuals unless it has been agreed that specific activities are NMT.

3) Physical, functional, performance, environmental data and descriptions (including support equipment/tools and interfaces to external systems).

IPS-99 The Contractor shall provide **Original Equipment Manufacturer (OEM) Technical Manuals** for all the items from other manufacturers/vendors used into the system, equipment and test equipment assuring that they:

- 1) Cover at least: Functional descriptions; Performance descriptions; Detailed specifications; Interfaces to external systems; Descriptions of all indicators, switches, switch positions, and displays; Installation instructions; Operating instructions; Corrective and preventive maintenance instructions; Fault isolation and fault finding techniques; Support equipment/tools description;
- 2) Provide detailed information necessary to disassemble and assemble the units down to the lowest Line Replaceable Unit (LRU) level of maintenance;
- 3) Provide the necessary drawings/schematics, specifications, wiring diagrams, etc., to allow the operators to troubleshoot, and fully understand, the design and operation of the particular equipment;
- 4) Supplement but do not substitute Operation Manuals and/or Maintenance Manuals and thus be expected to be referenced in the latter as a way of providing specific details on a particular piece of equipment; and
- 5) Are amended by preparation of supplemental data to make them fully acceptable for Purchaser use.

4.10 Training

[131] The Purchaser will provide an adequate training facility, as well as adequate standard classroom furniture and equipment, such as beamer, screen, white board, paper and writing utensils.

IPS-100 The Contractor shall detail the approach and plans for the design, development, execution, evaluation and feedback for Training in the IPSP. Updates shall be managed in a separate ad hoc document named **Training Plan (TRNP)** that shall include the **Training Needs Analysis (TNA)**. Training shall be through the most effective training option identified by the TNA with extensive use of modularity.

IPS-101 The Contractor shall develop the training materials and courses on the outcomes of maintenance task analysis, as well as the TNA.

IPS-102 The TNA shall commence during the Configuration Capturing sessions conducted during the System Design stage.

IPS-103 The Contractor shall organize a meeting at the Purchaser's facility (NCI Agency Academy Oeiras - Portugal) to review Training Needs requirements as collected during the Configuration Capturing sessions, with at least the following NATO Stakeholders: NCI Agency IPS Group, NCI Agency Academy, NATO CIS Group, CIS Sustainment Support Centre – CSSC Brunssum

- IPS-104 The Contractor shall be fully responsible for planning, organizing, installing, operating and maintaining all that is required to perform the training. This includes any training equipment used in the classroom.
- IPS-105 The Contractor shall provide the TNA detailing the relevant content to cover the following structure and the Bi-SC Directive 075-007.

Table 4-14 – TNA Content and Structure

Structure	Content
1	Introduction
2	Documents and Acronyms
2.1	List of Applicable Documents
2.2	List of Reference Documents
2.3	List of Acronyms
3	Analysis
4.1	Target Audience ³
4.2	Performance Gap ⁴
4.3	Difficulty, Importance and Frequency (DIF) ⁵
4.4	Training Options
5	Results ⁶

- IPS-106 The Contractor shall develop and deliver the Training Courses in accordance with Bi-SC Directive 075-003 on Course Development and the TNA
- IPS-107 The Contractor shall deliver Course Control Documents (CCD) I, II, and III in accordance with Bi-SC Directive 075-007.
- IPS-108 The Contractor shall provide the TRNP detailing the relevant content to cover the following structure and the Bi-SC Directive 075-007.

Table 4-15 – TRNP Content and Structure

Structure	Content
1	Introduction
2	Documents and Acronyms
2.1	List of Applicable Documents
2.2	List of Reference Documents
2.3	List of Acronyms
3	Training Management
4.1	Training team
4.2	Training processes and procedure overview
4.3	Training RACI Matrix
4.4	Training tools

³ Target Audience Analysis: identification of operator and maintainer categories, including support staff (to perform Levels 1, 2 or 3) and Purchaser instructor personnel (for follow-on training).

⁴ Performance Gap Analysis: identification of the gap between the current skills of operators, maintainers, support staff or instructors and the tasks they will be expected to perform in the use and support; identification of the course pre-requisites for all training courses to allow Host Nation to select students and organize Host Nation pre-requisite training, in time, before execution of the Contractor’s training.

⁵ Difficulty, Importance and Frequency (DIF): identification of the difficulty and importance of each major task to be performed by each category of operators, maintainers, support staff or instructors and the frequency with which the task will be performed assessing the knowledge and skill required to perform the task, determining performance objectives, and recommending how training should be provided to meet these requirements.

⁶ Structuring of training modules, role-based training programmes, and training material, as well as the training sequence, mode and duration.

Structure	Content
4.5	Learning Methods
4.6	Training constraints
5	Planning
5.1	TNA results
5.2	Training Material
5.3	Training Courses
5.4	Proposed time schedule
6	Organisation of courses
6.1	Course description ⁷
6.2	Training objectives
6.3	Method of presentation
6.4	Method of evaluation
6.5	Training certificates
6.6	Feedback management

- IPS-109 The Contractor shall assume that trainees and audience will have proficiency in the English language, knowledge of the Microsoft Windows Operating System and the audience will be tailored for a maximum twelve (12) students plus maximum four (4) auditors.
- IPS-110 The Contractor shall provide Training and all related training documentation in the English language. Training shall be able to accommodate Purchaser students with an English language skill level of 2222 (STANAG 6001). Contractor trainers shall have English language skill level 3332.
- IPS-111 The Contractor shall provide evidence of the trainer, or a Subject Matter Expert (SME) supporting the trainer, qualifications and in particular to have at least two years practical experience with the installation and operation of the items under training.
- IPS-112 The Contractor shall provide **Training Materials** and **Training Courses Execution** for test personnel, operators, maintainers and instructors:
- 1) Based on the maintenance and support concept (as per PSDB);
 - 2) Based on technical publications (as per CSDB);
 - 3) Containing slides used during the training, and provide a hardcopy to each student; and
 - 4) In the requested format (e.g. NATO Academy presentation / handbook formats and style guides) for review and approval.
- IPS-113 The Contractor shall provide training courses for the identified categories of operators and maintainers following the TNA. At least, the following courses shall be provided:

⁷ A proposed syllabus shall be included, detailing the subject matter to be covered. Any breakdown into modules shall be described, following the format of Course Control Documents (CCD) I, II, and III as of Bi-SC Directive 075-007. For each course there shall be also the following details:

- 1) Student prerequisites (if required);
- 2) Method of presentation for each element of the syllabus (show breakdown of methods, i.e., lecture, demonstration, hands-on and directed study, online etc.);
- 3) Course length (including time devoted to each area of the course);
- 4) Recommended maximum size of course;
- 5) Recommended location of training and type of facility required (i.e., classroom, auditorium, site, etc.);
- 6) List of measurable objectives (tasks) required by graduates to demonstrate successful completion of course;

- 1) Operator / Maintainer courses to perform HL/SL1;
 - 2) Operator / Maintainer courses to perform HL/SL2;
 - 3) Operator / Maintainer courses to perform HL/SL3;
 - 4) Train The Trainer courses to support Operator / Maintainer courses HL/SL1, HL/SL2 and HL/SL3; and
 - 5) Other courses identified during the Training Needs Analysis.
- IPS-114 The Contractor shall provide each student attending Training Courses with a hard copy of:
- 1) The student handbook;
 - 2) A Training Certificate, upon completion of the course; and
 - 3) A course evaluation feedback form.
- IPS-115 The Contractor shall submit to the Purchaser the **Training Course Report** within two weeks after completion of each course. This report shall contain:
- 1) Student attendance and performance record;
 - 2) Consolidated student feedback from feedback forms;
 - 3) Problems encountered (if any);
 - 4) Actions taken or recommended; and
 - 5) Suggested follow-up actions.
- IPS-116 The Contractor shall revise the Training Materials for each course to reflect student feedback from the initial session of each course and provide the updated material no later than 20 working days after the course completion.
- IPS-117 The Contractor shall provide written notification that all required training equipment and other resources are ready for the commencement of the Training Course at least 20 working days prior to the start of each course.
- IPS-118 The Contractor shall execute training at a Purchaser's premises in Portugal, Belgium and The Netherlands (e.g.: the NCIA Academy in Oeiras (PRT), CSSC in Brunssum (NLD), NCIA in Mons (BEL), NCIA in Den Haag (NLD)). The Purchaser will communicate the exact location no later than 20 working days before the Training Course Execution.

4.11 In Service Support during Warranty

- [132] The warranty period starts after successful completion of the PSA for each relevant batch.
- [133] The Purchaser and/or Customer will operate and maintain the system after the PSA of each relevant batch.
- [134] The Purchaser will be responsible (at its own expenses) for returning of failed items to the Contractor.
- [135] Any support required for Purchaser Furnished Property (PFP) (which include Purchaser Furnished Equipment (PFE) and Purchaser Furnished Software (PFS)) will be provided through separate support contract provided with the PFP.
- IPS-119 The Contractor shall provide the In Service Support (ISS) during Warranty starting after each successful PSA and for one (1) year after successful completion of FSA, provided that the relevant batch is free of any defect in material, code or workmanship.

- IPS-120 The Contractor shall provide support to all items, ancillaries, and firmware/software provided under the Contract including the interfaces between the system and any external systems, PFP or otherwise.
- IPS-121 The Contractor shall detail approach, plans, roles and responsibilities for ISS during Warranty in the IPSP providing also a specific ISS PoC.
- IPS-122 The Contractor shall be responsible for the maintenance of the system (except for PFP) until successful completion of PSA for each relevant batch and therefore shall provide its own spare parts (including consumables and insurance items), personnel, tools and test equipment to maintain the system (except for PFP) to the required performance level.
- IPS-123 The Contractor shall provide the following ISS during Warranty to maintain the system to the required performance level, being responsible for:
- 1) Hardware corrective/unscheduled and preventive/scheduled maintenance: repair and/or re-placement of all defective technical installations/equipment; and
 - 2) Firmware/Software corrective/unscheduled and preventive/scheduled maintenance: remediation/resolution of all bugs, flaws, etc. of all firmware/software installations, provided as part of this contract (including Firmware).
- IPS-124 The Contractor shall be responsible to provide indication for Hardware and Firmware/Software corrective/unscheduled and preventive/scheduled maintenance HL/SL 2 included and onwards to ensure that the response times specified can be met (e.g.: MTTR, TAT).
- IPS-125 The Contractor shall provide Hardware and Firmware/Software corrective/unscheduled action within Next Business Day (NBD) after the initiation of the warranty request with the following constraints:
- 1) In case of a failure could not be isolated to an hardware LRU and/or firmware/software CSCI level within 3 working days even with on-call assistance from the Contractor, the Contractor shall dispatch a field engineer to provide a solution on-site; and
 - 2) In the case of a critical failure the warranty period is suspended after 3 working days starting with the warranty request and the warranty period is reactivated after successful resolution of the critical failure.
- IPS-126 The Contractor shall repair repairable items received at the Contractor's plant in maximum Turn Around Time (TAT) twenty (20) calendar days. This shall include in-processing, trouble shooting, repair, check-out and shipment at the expense of the Contractor until delivery to the Purchaser (i.e. to NATO CIS Sustainment Support Centre, at Brunssum) or to any NATO premises.
- IPS-127 The Contractor shall be responsible for the provision of any alternative or superseding items, should the original part be no longer available, ensuring compliance with the original design (e.g.: SRS and PBL) and System provided by this Contract. However, in such cases the Contractor shall propose the alternative item for the Purchaser approval. The alternative item shall conform to all the specified quality requirements within the scope of the contract and standards.
- IPS-128 The Contractor shall be responsible for supplying all COTS hardware and firmware/software upgrades and updates till the end of warranty period.
- IPS-129 The Contractor shall ensure that the warranty conditions remain valid even if the equipment is moved or relocated during the warranty period.

- IPS-130 The Contractor shall submit a **Warranty Report**:
- 1) At the end of every 3 month period during the warranty period, documenting all identified warranty cases, affected CI's, corrective actions, cost and schedule; and
 - 2) At the end of the warranty period to summarize and analyze all identified warranty cases, affected CI's, corrective actions, cost and schedule.
- IPS-131 The Contractor shall perform the Obsolescence Management during the warranty period providing the Obsolescence Report relevant information either in the Warranty Report or in an ad hoc report depending on the criticality.

4.12 In Service Support post Warranty [OPTION]

[136] If the Purchaser decides to exercise the In Service Support (ISS) post-warranty evaluated option the contractor will be obliged to maintain the systems and provide In Service Support post-warranty for the life cycle of the systems for five (5) years after expiry of the systems warranty provisions. After the initial 5-year ISS period, the Purchaser may decide to exercise fifteen (15) additional years of ISS post-warranty through subsequent five (5) increments of three (3) year periods (i.e. 3+3+3+3+3) to cover the service life.

[137] The Purchaser will decide after prior consultation with the users whether or not to exercise the In Service Support post Warranty option as early as possible but, in any case, no later than End of Warranty.

IPS-132 The Contractor shall provide the In Service Support post Warranty with the applicable constraints and requirement as per the In Service Support during Warranty and the following requirements.

IPS-133 The Contractor shall provide Hardware and Firmware/Software corrective/unscheduled action within Next Business Day (NBD) after the initiation of the ISS request with the following constraints:

- 1) In case of a failure could not be isolated to an hardware LRU and/or firmware/software CSCI level within 3 working days even with on-call assistance from the Contractor, the Contractor shall dispatch a field engineer to provide a solution on-site.
- 2) In the case of a critical failure the relevant ISS period is suspended after 3 working days starting with the warranty request and the ISS period is reactivated after successful resolution of the critical failure.

IPS-134 The Contractor shall detail approach, plans, roles and responsibilities for ISS post Warranty in the In Service Support Plan (ISSP) providing also a specific ISS PoC.

IPS-135 The Contractor shall be responsible for maintaining all stocks of spares, test and other maintenance equipment, Automated Test Equipment (ATE) facilities, and all repair documentation including PSDB, technical publications, skills and personnel required.

IPS-136 The Contractor shall be responsible for the Firmware/Software adaptive and perfective maintenance or change/update to ensure that the response times specified can be met.

IPS-137 The Contractor shall guarantee the provision of equipment replacement/repair services throughout the stipulated period.

IPS-138 The Contractor shall maintain comprehensive repair records to enable detailed fault analysis and early detection of failures/maintenance trends. Periodically, the

Contractor shall be required to forward the results of these analyses for review by the Purchaser.

- IPS-139 If at any time the Contractor wishes to withdraw these replacement/repair services, the Contractor shall transfer to the Purchaser at no additional cost, all requisite fault diagnostic and repair expertise and instructions, documentation, etc., and special-to-type software and hardware including test equipment, mock-ups, etc., to enable such repair at a Purchaser Facility. Alternatively, if agreed by both parties, and again at no additional cost, the Contractor may transfer to the Purchaser sufficient spare sub-assemblies, modules, circuit card assemblies, etc. to support a discard maintenance concept for the remaining operational life of the equipment to cover the service life.

4.13 In Service Support Plan

- IPS-140 The Contractor shall establish, provide, execute and maintain an effective **In Service Support Plan (ISSP)** that describes in detail the practical instructions necessary for the Purchaser's In Service Support organisation to operate and maintain the system (hardware and firmware/software) delivered under this Contract.
- IPS-141 The ISSP shall describe the ISSP strategy and the detailed process and procedure to execute the ISS. This plan shall be detailed enough to form a comprehensive understanding of how the Contractor proposes to meet the support requirements of this SOW.
- IPS-142 The Contractor shall provide a description of how its proposed CM procedures shall continue to be implemented on the hardware and software/firmware during the ISS periods.
- IPS-143 The ISSP shall be considered a living document and as such shall be updated as necessary by the Contractor, with the Purchaser's concurrence, throughout the contracted ISS periods.
- IPS-144 The ISSP shall describe and detail the following:
- 1) Detailed description of the product baseline for the ISS (HW and SW);
 - 2) Contractor's proposed ISS Management Organisation and Structure, to carry out the ISS effort proving adequate experience in the maintenance and support of major defence systems including specialised software;
 - 3) Plan and methods for performing ISS activities (e.g.: intervention on each site, preventive maintenance, repair activities, spares replenishment) for the main three areas: Engineering Support (ES), Material Management (MM) and Field Engineering (FE) (i.e.: maintenance activities and field services) and evaluating the Contractor's performance during ISS through proposed Key Performance Indicators for each area;
 - 4) Details for Data Reporting Analysis and Corrective Action System (DRACAS) and its link to ECP and configuration change management [included in Engineering Support Area];
 - 5) Details for maintaining and updating the PSDB and the Technical Publications providing relevant input to training material for refreshing training courses [included in Engineering Support Area];

- 6) Details for spare parts procurement, replenishment and repair including PHST (e.g.: strategy for replacing hardware that can no longer be economically supported by the Contractor or sub-contractors) [included in Material Management Area];
- 7) Plan and methods for Configuration Management and Obsolescence Management specific for the ISS phase; and
- 8) Plan and methods for communication (e.g.: for site personnel to inform Contractor when spares have been used and when assistance is needed) detailing also the use of call centre and collaborative environment and how any exceptions have to be handled.

IPS-145 The Contractor shall provide a description of the proposed product support information processes. This description shall detail how the information from locations and the Contractor’s maintenance facilities will be collected, stored and made available for evaluation. The term “Sites” refers to every physical location where systems or items under this contract are located when Contractor’s activity is required.

IPS-146 The Contractor shall provide a description of how the QA/QC Programme of the Prime Contractor and sub-contractors providing ISS shall meet the provisions of this contract. The Contractor shall include applicable certificates (issued by National Governments or International Organisations such as ISO) that demonstrate that the sub-contractors Quality Programme conforms to the requirement of the Prospective ISS post warranty Contract. The Contractor shall also demonstrate how the provisions of the Prospective ISS post warranty Contract regarding QA/QC shall be inserted in all subcontracts and enforced by the Prime Contractor.

IPS-147 The Contractor shall provide the ISSP detailing the relevant content to cover the following structure.

Table 4-16 – ISSP Content and Structure

Structure	Content
1	Introduction
2	Documents and Acronyms
2.1	List of Applicable Documents
2.2	List of Reference Documents
2.3	List of Acronyms
3	System Overview
3.1	Architecture
3.2	Operational scenario
3.3	Maintenance Concept
3.4	Support Concept
4	ISS Management
4.1	ISS team
4.2	ISS processes and procedure overview
4.3	ISS RACI Matrix
4.3	ISS constraints
4.4	ISS tools
4.5	ISS Contractual Documentation Requirements List (CDRL)
5	System Breakdown
6	Engineering Support (ES)
6.1	Framework and processes description
6.2	Data Reporting Analysis and Corrective Action System
6.3	Product Support deliveries update
6.4	Key Performance Indicators for ES
6.5	Supportability Evaluation and performance analysis

Structure	Content
7	Material Management (MM)
7.1	Framework and processes description
7.2	Materials and maintenance concept
7.3	Stock
7.4	Key Performance Indicators for MM
8	Field Engineering (FE)
8.1	Framework and processes description
8.2	Manpower and support concept
8.3	Facilities
8.4	Key Performance Indicators for FE
9	Cost Model for ISS Activities

4.14 In Service Support Monthly Report [OPTION]

IPS-148 The Contractor shall submit a **ISS Monthly Report** that documents all the ISSP foreseen activities. This report shall describe in detail all task performed in the preceding month under the contract covering the main three areas: Engineering Support (ES), Material Management (MM) and Field Engineering (FE) (i.e.: maintenance activities and field services) through appropriate use of DRACAS.

IPS-149 The ISS Monthly Report shall report for Engineering Support (ES) all relevant activities performed, dashboard for the KPI evaluation to provide supportability evaluation and performance analysis.

IPS-150 The ISS Monthly Report shall report for Material Management (MM) in terms of:

- 1) Repair:
 - a. List of items sent to repair;
 - b. List of items under repair; and
 - c. List of items sent back.
- 2) Replenish:
 - a. List of items replenished;
 - b. List of items planned to be used in the next period; and
 - c. List of items proposed for replenishment.
- 3) Consumables:
 - a. List of consumables used;
 - b. List of consumable planned to be used in the next period; and
 - c. List of consumable planned to be used by the end of contract.
- 4) Test Equipment (TE):
 - a. List of TE with location; and
 - b. List of TE planned to be used in the next period.
- 5) Stock optimization:
 - a. List of items in stock; and
 - b. Optimization proposal.

IPS-151 The ISS Monthly Report shall report for Field Engineering (FE) in terms of :

- 1) Maintenance scheduled and executed;

- 2) Corrective maintenance performed;
- 3) Manpower involved and facilities issues;
- 4) List of all requests for on-site support, including:
 - a. Date and time of reception of request;
 - b. Name of the employee(s) sent on-site;
 - c. Location;
 - d. Start and end-date and time of support provided; and
 - e. Date and time of closure of request.
- 5) List of all firmware/software maintenance requests, including:
 - a. Date and time of reception of request;
 - b. Repair activities performed;
 - c. Time to repair;
 - d. Date and time of release of workarounds, patches and maintenance releases; and
 - e. Date and time of closure of request.
- 6) List of all requests for technical assistance, including:
 - a. Date and time of reception of request;
 - b. Nature of the request;
 - c. Details of SME responding to the request; and
 - d. Date and time of closure of request.

IPS-152 The ISS Monthly Report shall report to Field Engineering (FE) for repair and replenishment of items in terms of:

- 1) Date and time of occurred failure (actual and/or estimated);
- 2) Date and time of reception of request;
- 3) Date and time of dispatch;
- 4) Date and time of reception;
- 5) Part Number equipment/item received;
- 6) Serial Number equipment/item received;
- 7) Repair activities performed and failure reporting analysis (or diagnose NFF or BER with evaluation cost, proposed solution and details on the disposal);
- 8) Time to repair;
- 9) Repair cost, including PHS&T;
- 10) Date and time of shipment;
- 11) Date and time of arrival at return location identified by Purchaser (estimated and actual); and
- 12) Date and time of closure of request.

IPS-153 The ISS Monthly Report shall include the update of the Obsolescence Report.

4.15 Health and Safety and Environmental Protection

4.15.1 General

- IPS-154 The Contractor shall treat Health and Safety (H&S) as a continuous process which addresses all areas, including where the Contractor shall apply best practices in accordance with EU and respective national H&S legislation for all areas of design, installation, construction and build.
- IPS-155 The Contractor shall identify all hazards that exist and shall, as part of this activity, ensure that all personnel (operators and maintainers etc.) are provided with suitably designed and constructed equipment and are trained and provided with any necessary additional equipment to minimize the risk of accidents or injury.
- IPS-156 The equipment and installations that are subject to this SOW shall be designed and constructed in such a way that they do not run in a hazardous condition or put human safety at risk.
- IPS-157 The Contractor shall conduct a hazard review, consider and evaluate the risks and put in place control measures required to produce a statement with supporting evidence that the risks are as low as reasonably practical (ALARP).
- IPS-158 All equipment and installations provided by the Supplier shall be:
- 1) Ambient physicochemical and fluids resistant; and
 - 2) New, of high quality and standard manufacturing (unless bespoke product is required), and OEM with proven experience and feedback of supportability performances.
- IPS-159 If lifting devices, ladders, safety equipment, special tools or harnesses are required, the Contractor shall provide them.
- IPS-160 The ladders shall be compliant with following standards:
- 1) EN 131-1:2015+A1:2019 Ladders. Terms, types, functional sizes;
 - 2) EN 131-2:2010+A2:2017 Ladders. Part 2: Requirements, testing, marking; and
 - 3) EN 131-3:2018 Ladders. Marking and user instructions.
- IPS-161 Personal protective equipment (PPE) shall be compliant with Regulation (EU) 2016/425 of the European Parliament and of the Council of 9 March 2016 on personal protective equipment and repealing Council Directive 89/686/EEC.
- IPS-162 No special or difficult techniques that require unusual dexterity or skill in removing or installing items shall be assumed.

4.15.2 Applicable directives and standards

- IPS-163 The equipment and installations provided by the Contractor shall meet requirements stipulated in following publications (including but not limited to following publications), as applicable:
- 1) Directive 2001/95/EC of the European Parliament and of the Council of 3 December 2001 on general product safety;
 - 2) Directive 2001/95/EC of the European Parliament and of the Council of 3 December 2001 on general product safety;
 - 3) Directive 2014/30/Eu of The European Parliament and of The Council of 26 February 2014 – electromagnetic compatibility;

- 4) Directive 2014/35/Eu of The European Parliament and of The Council of 26 February 2014 – ‘low voltage directive’;
- 5) IEC 60950 series: Information technology equipment – Safety;
- 6) IEC 62821 series: Electric cables - Halogen-free, low smoke, thermoplastic insulated and sheathed cables of rated voltages up to and including 450/750V;
- 7) IEC 61000 series – Electromagnetic compatibility (EMC);
- 8) IEC 60529 – Degrees of protection provided by enclosures (IP Code);
- 9) EN 61340-5-1:2016 Electrostatics. Protection of electronic devices from electrostatic phenomena;
- 10) MIL-STD-882E – Systems Safety; and
- 11) MIL-STD-1472G, DoD Design Criteria Standard, Human Engineering, dated 2012.

- IPS-164 The above list of standards shall not relieve the Contractor from the obligation to comply with other applicable National Standards in NL or BEL.
- IPS-165 The Contractor shall clearly state which standards shall apply to each of the designed and installed deliveries.
- IPS-166 The Contractor shall note that additional applicable publications, which may introduce detailed H&S measures, are also listed in SRS in reference to specific deliveries.

4.15.3 System Safety Programme Plan

- IPS-167 The Contractor shall apply engineering principles, criteria, and techniques to identify and eliminate safety hazards in the systems in accordance with Military Standards (MIL-STD)-882E.
- IPS-168 The Contractor shall design and/or select all equipment on the basis of inherent safety features that protect not only the human operators and maintainers but also the equipment itself.
- IPS-169 The Contractor shall establish a System Safety Programme in accordance with “MIL-STD-882E, Section 4”, to fulfil the safety requirements of the Contract.
- IPS-170 The Contractor shall provide, a **System Safety Program Plan (SSPP)** in accordance with MIL-STD- 882E.
- IPS-171 The Contractor shall describe his risk assessment method in the SSPP.
- IPS-172 The Contractor shall document the procedures to control design, selection, procurement and manufacture of parts and materials. Revisions to the SSPP shall incorporate Purchaser-agreed changes, additions or deletions that have evolved during the conduct of the Programme.
- IPS-173 Safety verification shall be conducted at each site prior to each SAT to ensure compliance with the SSPP. The safety verification shall verify the safety requirements for all types of hazards not eliminated by design. The Contractor shall document the safety verification process in the SSPP. The Contractor’s responsibilities shall be defined in the SSPP.
- IPS-174 The SSPP shall also include System Safety Hazard Analysis Report (SSHAR) as mentioned in MIL-STD- 882E.

- IPS-175 The SSPP shall also include Environmental Hazard Analysis (EHA) as defined in MIL-STD-882E.
- IPS-176 Environmental requirements shall be implemented and verified by the Contractor in accordance with National laws and regulations (for further information please see paragraph 4.15.5).
- IPS-177 The Contractor shall comply with the national legislation concerning job accidents, incident prevention and hygiene at work. The Contractor shall also make legal arrangements for protection of the life and security of all the personnel and to guarantee medical assistance whenever necessary due to job accidents. The same legal arrangements shall be applied to sub-contractor personnel under Contractor's responsibility.
- IPS-178 Health and Safety Hazards: The physical presence, operation and maintenance of the system shall pose no health or safety hazards to personnel.
- IPS-179 Carcinogenic and Radio-active Materials, Mercury: Materials containing known carcinogenic substances, radio-active materials or mercury shall only be used with the prior authorisation of the Purchaser with the exception of Radium that is not to be used to achieve self-luminosity.
- IPS-180 Hazard Warning Labels: Equipment warning labels shall be attached wherever there is any potential heavy lifting, electrical, chemical, excessive noise, electromagnetic radiation or heat hazard or a potential hazard caused by human contact with materials, particularly when removal of covers will expose the hazard.
- IPS-181 Hazard Warning Labels shall be as permanent as the normal life expectancy of the equipment on which they are affixed and shall be placed as close as possible to the point of danger.
- IPS-182 All warning instructions shall be provided in English
- IPS-183 Production of Toxic or Corrosive Fumes: Materials used, under the specified environmental and service conditions or as a result of heating due to conflagration, shall not liberate:
- 1) Gases that combine with the atmosphere to form an acid or corrosive alkali;
 - 2) Toxic or corrosive fumes that would be detrimental to the performance of the equipment or health of personnel; and
 - 3) Gases that will produce an explosive atmosphere.
- IPS-184 Equipment shall not contain any asbestos material.
- IPS-185 Glass Fibre Materials: Glass fibre materials shall not be used as the outer surface or covering on cables, wire or other items where they may cause skin irritation to operating personnel.
- IPS-186 Moving Part Protection: Any rotating or other moving part such as ventilators, blowers, drive belts etc., shall be shielded or protected adequately to prevent accidental contact by and injury to any personnel during operation and maintenance.
- IPS-187 Equipment Edges: Projecting and overhanging edges of equipment items shall be kept to a minimum. Edges and corners shall be rounded.
- IPS-188 Environmental Conditions Indoors, temperature, humidity: Equipment shall function without degradation under the environmental conditions as specified.

- IPS-189 Noise generated by the system in operation shall not exceed the levels specified in the local regulations or Environmental Noise Directive (2002/49/EC) whichever it is more restrictive for operational, maintenance areas.
- IPS-190 Any safety related warnings and cautions shall be documented in the related sections of the manuals. Adequate labelling and marking shall be provided on the equipment and systems
- IPS-191 Training and other provided documentation (for example deployment manual, operational manuals, maintenance manuals etc.) shall prominently identify hazardous situations and the preparation, precautions and actions to avoid and contain them.

4.15.4 Health & Safety in Project Status Report

- IPS-192 As a part of the Project Progress Reports, the Supplier shall produce and update Safety Case Report.
- IPS-193 The **Safety Case Report** shall consist of at least three sections:
- 1) Summary;
 - 2) Hazard log; and
 - 3) Compliance report (Legislative and Requirements Compliance).
- IPS-194 The Safety Case shall include a clear statement regarding the current status of the Safety Case for the supplied equipment and installation.
- IPS-195 The Safety Case shall reference all local and nationally applicable standards and shall include, but is not limited to:
- 1) National legislation;
 - 2) Safe use of equipment including lifting equipment and manual handling operations;
 - 3) Personnel protective equipment;
 - 4) Use of display screen equipment;
 - 5) Working at height;
 - 6) Radiation limits;
 - 7) Noise;
 - 8) Exposure to hot surfaces;
 - 9) Exposure to chemical and toxic material;
 - 10) Electrical safety; and
 - 11) Fire safety.

4.15.5 Environmental protection

- IPS-196 The Contractor shall take all reasonable and practical measures to protect the public and his own employees against accidents, and to safeguard the environment and apply the best practices available in the field.
- IPS-197 Environmental requirements shall be implemented and verified by the Contractor, as a minimum, in accordance with European Union environmental protection regulations and the national implementation references (i.e. law, regulation) pursuant to the EU Directives.

- IPS-198 The design shall consider the environmental impact of the equipment during its life cycle and disposal, and the documentation shall provide the appropriate recommendations to the user.
- IPS-199 The Contractor shall maintain and make available upon request by the Purchaser:
- 1) A copy of his environmental management system policy; and
 - 2) Licenses and permits issued by the relevant authorizing authorities.

4.16 Transfer of Ownership

- [138] The Purchaser, during the period between SAT and PSA, will commence to use the system for evaluation purposes, testing and training (limited to the Reference System and the Training System).
- [139] The Purchaser, at successful completion of each PSA, will be liable for usage induced failures of the system.
- [140] The Purchaser will be responsible for a portion of the HL/SL3 maintenance tasks, with the remainder to be the Contractor's responsibility. The HL/SL3 share between the contractor (IMT) and the Purchaser (NMT) will be clarified during production of the MTA and LORA
- IPS-200 The Contractor shall be liable with regard to the function and performance of the system during the entire lifecycle.
- IPS-201 The Contractor shall be responsible, during the period from SAT of the first article to PSA, for overall continuity of operation, maintenance and support of the system.
- IPS-202 The Contractor, during the period between PSA and FSA, shall incrementally transfer to the Purchaser's staff the ability to conduct HL/SL1 to HL/SL2 maintenance tasks and the relevant portion of HL/SL3 according to the MTA and LORA.
- IPS-203 Transfer of ownership of the system from the Contractor to the Purchaser shall occur at successful completion of the PSA for each relevant batch.

5 Configuration Management

[141] This section addresses the Configuration Management (CM) requirements of the project. The purpose of these requirements is to ensure that the Contractor establishes and executes NATO-compliant and effective configuration management during the execution of the project until the end of warranty.

- CM-1 The Contractor shall establish and maintain an effective Configuration Management (CM) organization to implement the CM program and manage the CM functions (configuration identification and documentation, configuration control, configuration status accounting, configuration audits) throughout the duration of the Contract.
- CM-2 The Contractor shall establish and maintain the CM policies, processes and practices/procedures in conformance with [STANAG 4427 Ed.3] "Configuration Management in System Life Cycle Management" and underpinning ACMPs (ACMP-2000, ACMP-2009, ACMP-2100) and [ISO 10007:2017] "Quality Management System – Guidelines for Configuration Management".
- CM-3 The Contractor shall implement the CM activities for any HardWare (HW), SoftWare (SW) including FirmWare (FW) delivered, integrated, tested and/or customized and document provided, used or defined in the frame of the project and shall fully integrate the COTS elements-data in order to implement a unique CM framework.
- CM-4 The Contractor shall provide the required CM deliveries in accordance with the following schedule that shall be included in the contractor's Project Master Schedule (PMS) of the PMP in the PIP:

Table 5-1 – IPS Deliverables

Title	Iss	Due date
Configuration Management Plan (CMP)	Draft	EDC + 2w
	Final Draft	PDR - 4w
	Final	CDR + 4w
Functional Baseline (FBL)	Draft	SRR – 4w
	Final	SRR + 4w
Allocated Baseline (ABL)	Draft	PDR – 4w
	Final	CDR - 4w
Product Baseline (PBL)	Draft	CDR + 4w
	Final	FAT - 4w
Operational Baseline (OBL)	Draft	FSA – 4w
	Final	FSA + 4w
Configuration Management Database (CMDB)	Draft	Design review – 4w
	Final	Design review + 4w
FCA Report		SAT + 4w
PCA Report		FAT + 4w

5.1 Configuration Management Plan

- CM-5 The Contractor shall provide, execute, and maintain an effective **Configuration Management Plan (CMP)** as a living document throughout the duration of the Contract. The Contractor shall organize review meetings for CM progress starting from the first draft of CMP.
- CM-6 The CMP shall identify, document and justify the organizational structure, roles and responsibilities, tasks, milestones and procedures to be used by the Contractor to implement the CMP and fulfil the requirements of this Contract.

- CM-7 The CMP shall assure the establishment and maintenance of configuration item records, configuration item life cycle records, and baselines throughout the duration of the contract and provide assurance that all changes to the baselines are performed through a formal change control process once a baseline has been established and agreed.
- CM-8 The CMP shall be structured following the requirements set in the [ACMP-2009-SRD-40.1 ref. # 4.3.C] and subject to revisions and updates, as required.
- CM-9 The Contractor shall provide in the CMP the rationale and criteria for the CI identification and CI numbering for the Purchaser approval, based on the criteria for selection of CIs detailed in [NATO ACMP 2009, 2017] "Guidance on Configuration Management".

5.2 Configuration Identification

5.2.1 Item identification

- CM-10 The Contractor shall identify and describe HW, SW (including FW) and documentation Configuration Items (CI's) as defined in [NATO ACMP 2009, 2017].
- CM-11 The Contractor shall also identify any PFPs provided for implementation as Configuration Items (CI's) and integrate them within their CM and related part of the CI structure.

5.2.2 Baselines

[142] The Purchaser reserves the right to modify the CI structure prior to its baselining.

- CM-12 The Contractor shall define the CI trees (Baselines), hierarchically structured, clearly defining each node/leaf as Configuration Item (CI), Hardware Configuration Item (HWCI), Computer Software Configuration item (CSCI), Hardware Parts (HWP) or Computer Software Component (CSC) in accordance with the guidelines provided in the above defined ACMPs and ISO.
- CM-13 The Contractor shall provide and maintain Baselines throughout the duration of the Contract.
- CM-14 The Contractor shall provide the following baselines:
- 1) Functional Baseline (FBL);
 - 2) Allocated Baseline (ABL);
 - 3) Product Baseline (PBL); and
 - 4) Operational Baseline (OBL).
- CM-15 The Contractor shall be responsible for the consistency between the baselines throughout the project. Any update or change shall be introduced formally and revision controlled.
- CM-16 The Contractor shall develop, maintain and fully document all the baselines in the Contractor's Product Lifecycle Management (PLM) tool.
- CM-17 The Contractor shall export the baselines in the form of CMDBs for each Baseline and relevant modifications, in accordance with the Change Request (CR), Engineering Change Proposal (ECP) and Engineering Change Order (ECO) processes, covering as a minimum the following relationships:
- 1) Contract functional/non-functional requirements to Functional elements of the FBL;

- 2) Functional Elements of the FBL to Major CIs of the ABL;
- 3) Major CIs of the ABL to Full CIs (CIs, HWCI, CSCIs, HWPs, CSCs) tree (PBL); and
- 4) Major CIs of the PBL to Services/Sub-Services delivered by the System (mapping of CIs vs Services and vice versa).

CM-18 The Contractor shall incorporate in the baselines, under a unique hierarchical tree, all the information relevant to the OEMs/COTS HW, SW and FW used and integrated in the System including PFPs.

Functional Baseline

[143] The Functional Baseline (FBL) is a set of documents that specifies the functional and non-functional requirements of a service or product and that is used as the approved basis for comparison.

CM-19 The Contractor shall provide the final version of the FBL for Purchaser approval following the approval of Final SRR Report. Any changes on the approved FBL shall be requested through ECP.

CM-20 The Contractor's design in the FBL shall be derived from the SRS.

CM-21 The Contractor shall use an industry recognised requirements management tool to support requirements management.

CM-22 The Contractor shall provide access to the Requirements Management tool if requested by Purchaser to have an overview of the requirements management system of the Contractor.

CM-23 The Contractor shall provide the exported requirements lists from the Requirements Management tool in FBL documentation.

CM-24 The Contractor shall propose the format of FBL in the CMP for Purchaser's approval.

Allocated Baseline

[144] The Allocated Baseline (ABL) is a set of documents that specifies the design of a service or product and is used as the approved basis for comparison. The ABL starts to be developed at the beginning of the design phase (PDR) and it is established and "frozen" at the end of the design phase (at CDR) - it is also known as "as-designed" baseline.

CM-25 The Contractor's design in the ABL shall meet the functional and non-functional requirements allocated in the FBL.

CM-26 The Contractor shall provide ABL, with incremental contents, using the NCI Agency template [AI 16.32.04] - ABL Template

Product Baseline

[145] The Product Baseline (PBL) is a set of products and/or services, including supporting documents, which is used as the approved basis for comparison. The PBL starts to be developed at the beginning of the production phase. It is established and "frozen" at the end of the production phase (at factory integration/test) - it is also known as "as-built" baseline.

CM-27 The Contractor's design in the PBL shall meet the functional and non-functional requirements allocated in the FBL and the design of the ABL.

CM-28 The Contractor shall provide PBL, with incremental contents, using the NCI Agency template [AI 16.32.05] - PBL Template

- CM-29 Each element of the PBL shall include as minimum (but not be limited to) the following pieces of information (in accordance with the type of item):
- 1) Position in the structure (hierarchical level or indenture code);
 - 2) Physical location (Reference Designator or similar positional code) coherent with the As-Built Drawings and manuals;
 - 3) Type of Configuration Item (CI, HWCI, CSCI, HWP, CSC);
 - 4) Type of MRI/MSI, coherent with the LBS/PBS;
 - 5) Item identifiers (Part Number – P/N, Cage Code, Nomenclature, revision/issue, release etc.) coherent with the Contractor's defined CM numbering system, including OEMs/COTS data and their propagation in the CM tree;
 - 6) Asset Data (SMR Code, Price, Price UOM, MOQ, start of warranty/licence validity etc.);
 - 7) Inventory Data (Serial Number - S/N or Licence number if applicable etc.);
 - 8) CI documentation:
 - a. For HWCI/HWPs: specifications, datasheet, Certificates of Conformity (CoC), Declaration of Conformity (DoC), Items Setting Documents (ISD – how to configure hardware, software and firmware) etc.;
 - b. For HWCI/CIs: interconnection diagrams, interface specifications/control documents, test procedures, test records, integration data, customization/setting procedures etc.; and
 - c. For CSCI/CSCs: software Release Notes (SRN), software test data records, software metrics (type of language, Line of Code, number of function points etc.), software Source Code (if specifically generated or modified/adapted/customised in the frame of the project), software Installation files, software Version Description Documents (VDDs), software installation/customization procedures, software settings, software operating manual etc..
 - 9) Alternative (P/N, Cage Code, Nomenclature, revision/issue, release etc.); and
 - 10) NATO Stock Number (NSN).
- CM-30 The Contractor shall provide the CMDB to reflect the PBL with all related documentation, hardware, firmware/software, configuration files, services and any other related information or deliverable necessary to establish the PBL completely.

Operational Baseline

- CM-31 The Contractor's developed Operational Baseline (OBL) shall be initially established after successful completion of the PSA and then finally established after successful completion of FSA. It reflects the "as-deployed" ("as-delivered") configuration of the system.
- CM-32 The Contractor shall provide the CMDB to reflect the OBL upon completion of FSA.

5.3 Change Control

- CM-33 The Contractor shall be fully responsible for the Configuration Change Control of all CI's and baselines throughout the duration of the Contract and in accordance with [NATO ACMP 2009, 2017].
- CM-34 The Contractor shall be responsible for issuing in a timely manner, as required by this SOW, all approved changes and revisions to all baseline documents included in the Contract. This includes changes originated both by the Contractor and the Purchaser.
- CM-35 The Contractor shall ensure that the change is properly reflected in all baseline documents affected by that change where a change affects more than one document, or affects documents previously approved and delivered.
- CM-36 The Contractor shall define the Configuration Baseline Change procedures and shall submit Notice of Revision or Request for Deviation/Waiver when required and approved by the Purchaser. All proposed changes to the baselines (FBL, ABL, PBL, OBL) shall be submitted to the contractor's Configuration Control Board (CCB) prior to the submission to the Purchaser for approval. The Contractor's internal CCB process shall be defined in the CM Plan. Additionally, the Contractor shall propose an external CCB process to communicate and discuss the changes with Purchaser before officially presenting the changes for approval.
- CM-37 The Contractor shall submit change requests in the form of Engineering Change Proposals (ECP) or Request for Deviation/Waiver (RFD/W), when required. All requests shall be captured and logged in a change request register to be identified in CMP. Forms based on ACMP requirements designed by the Contractor for this purpose shall be submitted for approval by the Purchaser prior to use.
- CM-38 The Contractor shall use the instructions and templates provided by the purchaser to issue any ECPs and RfCs in accordance with the following:
- 1) [AI 16.32.02] – Preparation of ECP forms and relevant annex; and
 - 2) [AI 16.32.03] – Preparation of RFD/W forms and relevant annex.

5.3.1 Engineering Change Proposals

- CM-39 The Contractor shall assign a priority rating of Emergency, Urgent or Routine Extensions to the target times for processing when submitting ECPs. Changes to the Contractor's baselined Cis shall be processed as:
- 1) Class I ECPs: these shall have to be mutually agreed upon by the Contractor and Purchaser. Extensions to the target times for processing Class I ECPs shall be mutually agreed upon by the Contractor and Purchaser.
 - 2) Class II ECPs: these shall be submitted by the Contractor to the Purchaser for review and classification concurrence prior to implementation.
 - 3) If the Purchaser's representative does not concur in the classification, Class I ECP procedures shall be applied by the Contractor and the ECP and then formally submitted to the Purchaser for approval or rejection.
- CM-40 Any ECP shall include, as a minimum, the following information:
- 1) Reference Number;
 - 2) requirement affected;

- 3) nature of change;
- 4) rationale for the change;
- 5) impact of change / CIs affected;
- 6) Description of how the change will be reflected in the delivered system's cost, schedule, and/or performance. This description shall include any trade-offs that shall be considered;
- 7) Status; and
- 8) Priority.

CM-41 All design changes shall be appropriately reflected in the technical documentation by the issue of appropriate changes or revisions. Changes/revisions shall be provided for consideration and approval to the Purchaser by the Contractor in accordance with ECP procedures.

CM-42 Any ECP affecting FBL shall be submitted by the Contractor to the Purchaser for review, classification concurrence and approval. No Class I ECP affecting the FBL, including a change to a baseline document shall be implemented until it has been approved by the Purchaser.

5.3.2 Requests for Deviation/Waiver

CM-43 If required, the Contractor shall prepare, handle, and submit for Purchaser's approval, Request for Deviation/Waiver (RFD/W).

CM-44 The Contractor shall be aware that permanent departures from a baseline shall be accomplished by ECP action rather than by RFD/W.

5.3.3 Deficiency Reports

CM-45 The Contractor shall establish and maintain a process for reporting, tracking, and resolving deficiencies in the relevant Baselines. Deficiency Reports (DRs) shall document problems during the design, configuration, implementation, or operation of the system.

CM-46 DRs shall be closed when the identified problem is resolved through procedure or other action that does not affect the system baselines, or when a corresponding Change Request is opened to correct the deficiency through a change to a baseline.

CM-47 The **Deficiency Report** shall contain the following information:

- 1) A serial number for each deficiency;
- 2) Description of the deficiency;
- 3) Test and test case or event under which the deficiency was first observed (e.g.: FAT);
- 4) Date of the observation of the deficiency and expected date of its correction;
- 5) The personnel raising and endorsing the observation;
- 6) Any clearance action taken such as repair and testing, notification, receipt of a written reply from the Contractor;
- 7) The authorized personnel endorsing the correction, and the date of correction; and

- 8) The Contractor's proposed way forward, in case the deficiency remains, with target dates and description of the intended resolution strategy.

- CM-48 The Deficiency Log shall be first created at the time of First Article Acceptance Testing, and shall remain updated at PSA and then until FSA.
- CM-49 It shall be noted that during testing or other inspection procedures, the Purchaser may observe perceived deficiencies. These Purchaser observations shall be included in the Contractor's Deficiency Log, and appropriately documented.
- CM-50 The Contractor shall include and provide its Deficiency Report data as part of the Configuration Management Database (CMDB) throughout the duration of the Contract.

5.4 Configuration Status Accounting

- CM-51 The Contractor shall be fully responsible for the Configuration Status Accounting (CSA) for all baselines and CIs throughout the duration of the Contract and in accordance with [NATO ACMP 2009, 2017].
- CM-52 The Contractor shall propose the format of **CSA Report** in the CMP for Purchaser's approval.
- CM-53 The Contractor shall include and provide its CSA data as part of the Configuration Management Database (CMDB) throughout the duration of the Contract.

5.5 Configuration Auditing

5.5.1 Functional Configuration Audits (FCA)

[146] Functional Configuration Audit (FCA): this is a formal examination to verify that a configuration item has achieved the functional and performance characteristics specified in its product configuration information. It is the Purchaser's formal audit of the equipment performance with regard to the contract's specifications

- CM-54 The Contractor shall organize and support at least one Functional Configuration Audit (FCA), to occur between FDR and the PSA.
- CM-55 The FCA shall be conducted upon the delivery of the first of each configuration type to be delivered by the Contractor.
- CM-56 The Contractor shall provide the Purchaser with all baseline documentation required to perform the FCA. At each audit, the Contractor shall make available the technical personnel capable of answering questions from the Purchaser's auditor.
- CM-57 The Contractor shall demonstrate by means of the system design and test documentation that each of the technical requirements have been satisfied.
- CM-58 The Contractor shall demonstrate, before each testing activity and after the changes based on the tests, the configuration documented is the same with the configuration installed in the physical system. This shall entail the demonstration of HW and SW/FW configuration.
- CM-59 The Contractor shall undergo the FCA not later than 2 weeks after successful SAT. The outcome of the FCA shall be documented in the **FCA report**, to be delivered not later than 4 weeks after successful SAT.

5.5.2 Physical Configuration Audits (PCA)

[147] Physical Configuration Audit (PCA): this is a formal examination to verify that a configuration item has achieved the physical characteristics specified in its product configuration information.

- CM-60 The Contractor shall organize and execute Physical Configuration Audits (PCA) on site at each location, to occur before PSA. The PCA shall be witnessed by the Purchaser.
- CM-61 The PCA shall include:
- 1) A full inventory check of all equipment ,firmware/software and documentation delivered on site, including auditing of equipment and cable labelling and marking, safety marking and warnings, part numbers and serial numbers;
 - 2) Verification of manuals and training material to assess consistency between documentation and equipment and firmware/software found on site;
 - 3) Verification of design configuration specification against equipment and firmware/software found on site; and
 - 4) Verification of all change requests against equipment and firmware/software found on site.
- CM-62 The Contractor shall provide the Purchaser with all baseline documentation required to perform the PCA. At each audit, the Contractor shall make available the technical personnel capable of answering questions from the Purchaser's auditor.
- CM-63 The Contractor shall solve any deficiencies found during a PCA within the agreed timeframe and update the baseline accordingly.
- CM-64 The Contractor shall undergo the PCA not later than 2 weeks after successful FAT. The outcome of each PCA shall be documented in the PCA report, to be delivered not later than 4 weeks after successful FAT.
- CM-65 The Contractor shall draft and deliver a **PCA Report** after each PCA, summarizing the results of the audit and for the Purchaser's approval not later than two weeks after the PCA.

5.6 Configuration Management Database

- CM-66 The Contractor shall employ a Configuration Management System (CMS) incorporating the Configuration Management Database (CMDB).
- CM-67 The Contractor shall allow the Purchaser access to its CMDB and to the status of all baselines, Configuration Items, Configuration Item Records and Change Records at all times during the execution of the contract.
- CM-68 The Contractor shall deliver a fully populated CMDB to the Purchaser before each design review and before PSA and FSA. The CMDB shall be in a non-proprietary format, unless otherwise stated by the Purchaser, and free of any use restrictions to the Purchaser.
- CM-69 The Contractor shall provide its entire CMDB file set for Purchaser to be able to import to its CMDB tools and databases products if requested by the Contractor.
- CM-70 The Contractor shall ensure that the CMDB can manage Configuration Items that are operational and Configuration Items that are non-operational or in development (i.e.: OBL vs. PBL, respectively).

6 Testing, Verification, Validation and Assurance (TVVA)

6.1 Introduction

[148] This section details the Test, Verification, Validation and Assurance (TVVA) processes and requirements to be applied and performed under this Contract, which are required for the verification and validation of the requirements set forth under this Contract by the Purchaser.

TVV -1 All deliverables supplied by the Contractor under this contract shall be verified and validated to ensure they meet the requirements of this contract. Both fitness-for-use and fitness-for-purpose will be assessed using a quality-based approach.

[149] The verification and validation approach will not only involve delivered equipment, but also interfaces and interoperability with existing NATO and/or national equipment, here considered as Purchaser Furnished Property (PFP).

[150] The verification and validation of PFP is out of the scope of this document and the contract.

[151] The project requires a set of TVVA activities to verify its compliance with the Contractual requirements set forth in the SOW and in the SRS (Annex A to the SOW).

[152] All of these efforts will be in close coordination with the Project Manager. This will ensure that all TVVA activities conform to (using operational acceptance criteria) the customer/user specifications.

6.2 TVVA activities

[153] All information items used during the verification and validation activities are to be handled according to their security classification. Guidance is provided in this SOW, under the security section.

TVV -2 The Contractor shall have the overall responsibility for meeting the TVVA requirements and conducting all related activities. This includes the development of all TVVA documentation required under this SOW, the conduct of all independent verification, validation and assurance events, and the evaluation and documentation of the results

TVV -3 All deliverables of this SOW shall be verified and validated to meet the requirements of this contract. All document-based deliverables shall be produced in a manner compliant with the templates provided by the Purchaser. In particular:

- 1) The Contractor shall perform the verification activities within each Build Process;
- 2) The Contractor shall perform verification to confirm that each element properly reflects the specified requirements, design, code, integration and documentation; and
- 3) The Contractor shall support Purchaser led Validation Activities to confirm that the solution is fit for purpose.

TVV -4 The Contractor shall be responsible for the planning, execution and follow-up of all TVVA events. The Purchaser will assist in preparations by reviewing and providing feedback on all Contractor produced configuration items. The Purchaser will also provide testing and engineering Subject Matter Expertise (SME) during all TVVA events to witness and assist with these events.

TVV -5 The Contractor shall demonstrate to the Purchaser that there is a testing process in

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place for the project, supported by Contractor Quality Assurance (QA).

TVV -6 Where requested by the Purchaser, the Contractor shall provide test data to support all TVVA activities

TVV -7 The Contractor shall strictly follow the TVVA processes (described in the latest version of the TV&V Process Definition and Execution Document (PDED) provided by the purchaser). Any Contractor proposed modification shall be approved by the Purchaser.

TVV -8 The Contractor shall ensure that rigorous testing, including regression testing when required, is performed at every stage of the Project lifecycle in order to identify and correct defects as early as possible and minimize impact on cost and schedule.

TVV -9 All test, verification and validation material developed and used under this contract shall be delivered to the Purchaser

TVV -10 The Contractor shall provide an overall project Test Director for the phases defined in Table 1, who will work closely with the Purchaser's assigned TVVA Manager and NATO Quality Assurance Representative (NQAR). Table 1 defines the test phases considered. If deemed necessary, the project may split the test phases defined in Table 1 into multiple events.

[154] The Purchaser will provide subject matter experts (SME) during each test event, as well as TVVA Test Engineers and an NQAR.

TVV -11 The Contractor shall use Key Performance Indicators (KPIs) to identify opportunities for quality improvement, provide solutions and update the plans, the achievement of defined objectives like coverage of risks, requirements, supported configurations, supported operational scenarios, etc.

TVV -12 The Contractor shall have the overall responsibility for meeting the TVVA requirements and conducting all related activities defined in Table 6-1. Each phase may have one or more events to complete the full scope.

Table 6-1 - List of TVVA Phases

TVVA Phases	Scope	Purchaser Involvement
Engineering Phase	Internal contractor activities executed during development phase of the system to ensure the system/software conforms to their design specifications.	Review: Test Reports for Unit, Integration and System tests
Qualification Phase	Activities executed to verify the design and manufacturing process, ensure the system meets necessary design requirements, and provide a baseline for subsequent acceptance tests. <i>Possible activities:</i> <ul style="list-style-type: none"> • <i>TEMPEST Testing</i> • <i>Electro-Magnetic Compatibility (EMC) Testing</i> • <i>General Environmental Testing</i> • <i>Water/Dust Ingress Testing</i> • <i>Operational Robustness Testing</i> 	Review: Event Test Plan, Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects. Participate: Test Readiness Review (TRR), Test Execution, Event Review Meeting (ERM)

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TVVA Phases	Scope	Purchaser Involvement
	<ul style="list-style-type: none"> • <i>Mechanical Environmental Testing</i> • <i>Environmental Control Testing</i> • <i>Biological & Chemical Testing</i> • <i>Transportation Testing</i> • <i>Physical Functional System Testing</i> • <i>Product Safety Testing</i> • <i>User Interface Testing</i> • <i>Component Testing</i> • <i>Interface Testing</i> • <i>Security Testing</i> • <i>Integration Testing (internal to the project deliverables)</i> 	
<p>Factory Acceptance Phase</p>	<p>To verify that production units comply with the requirement/design specifications and production can start. Confirm that all required engineering-level testing activities have been completed in accordance with the SOW. Determine if project deliverables are ready for independent verification, validation and acceptance</p>	<p>Review: Event Test Plan, Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects. Dry Run results</p> <p>Participate: Dry Run (Optional Purchaser participation), TRR, Test Execution, Event Review Meeting (ERM)</p>
<p>TVVA Assessment Phase</p>	<p>Independent assessment performed with Purchaser and led by Contractor to determine whether or not a system satisfies user needs, functionality, requirements, and user workflow processes etc. before it gets into operation. To ensure verification of quality criteria defined in Error! Reference source not found.1, for the following tests:</p> <ul style="list-style-type: none"> • System Integration Test (SIT) – Requirements based testing, focused on verifying integration of the different components together and with any external interface as defined by the SOW • User Acceptance Test (UAT) – Scenario based testing, focused on validating the system as per user needs. • Security Tests – Tests focused on ensuring the security criteria are met. • System Acceptance Test (SAT) – Tests focused on ensuring 	<p>Review: Event Test Plan, Security Test and Verification Plan (STVP), Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects, , Reliability Availability Maintainability Testability (RAMT) Case Report, Reliability Block Diagrams (RBDs).</p> <p>Participate: TRR, Test Execution, Event Review Meeting (ERM). User Reviews (including internal users)</p>

TVVA Phases	Scope	Purchaser Involvement
	<p>compliance with the requirements outlined in the SOW. Maintainability and Testability demonstration as per IPS requirements in par. 4.2 RFC Evaluation – Review by Agency Change Managers and execution of any additional evaluation as requested by Change Managers. Under normal circumstances, all required inputs are generated from TVVA activities</p>	
<p>System Acceptance Phase (SAT)</p>	<p>To ensure that the system is installed properly per plan and the service meets the requirements stated in the SRS. System Acceptance Testing is also to ensure compatibility and integration of the product with the site environment. Migration related tests are also covered under these tests. This includes integration with PFP.</p>	<p>Review: Event Test Plan, Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects Participate: TRR, Test Execution, Event Review Meeting (ERM)</p>
<p>Operational Test and Evaluation</p>	<p>To ensure that all the Operational Acceptance Criteria (OAC) such as performance and availability have been successfully implemented. Sites are successfully integrated and tested on the network level. Demonstrate that all components of the System/Application have been integrated (including other systems) to meet all OACs as well as all security requirements defined in the Security Accreditation Documentation Package. Ensure end to end delivered system works as expected and can interoperate with other Purchaser equipment. This also includes Reliability Testing as defined in para 4.2</p>	<p>Review: Event Test Plan, Test Cases/Scripts, Test Report, Test Data, Test Environment Baseline, Existing defects Participate: TRR, Test Execution, Event Review Meeting (ERM)</p>

[155] The Purchaser reserves the right to monitor and inspect the Contractor’s TVVA activities to verify their compliance with the requirements set forth in this Contract.

TVV -13 The Contractor shall only proceed to the next formal TVVA activity, after the successful completion of the previous TVVA activity and after the agreement/approval by the Purchaser.

6.3 Deliverables

TVV -14 The Contractor shall provide a System Test Documentation Package, following documentation templates provided by the Purchaser, that is comprised of the following documents listed in Table 2:

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Table 6-2 - Test Documentation

Work Product Name	First Draft	Sent to Review/Approve
The Project Master Test Plan (PMTP)	<i>During Bid</i>	<i>4 weeks after contract award</i>
Defect Reporting and Management Plan	<i>During Bid</i>	<i>4 weeks after contract award</i>
Event Test Plans for individual test events (ETP)	<i>During Bid (example)</i>	<i>4 weeks before TVVA event</i>
The Security Test & Verification Plans (STVP)		<i>as required per the NSAB</i>
Security Implementation Verification Procedures (SIVP)		<i>4 weeks before TVVA event</i>
Any submitted test Waivers together with supporting material		<i>4 weeks before TVVA event</i>
The Test Cases/Scripts/Steps	<i>During Bid (example)</i>	<i>4 weeks before TVVA event. First draft 4 weeks after contract award</i>
Status Reports		<i>Periodically (to be defined in the PMTP)</i>
Test Completion Report		<i>1 week after TVVA event</i>
System under-test Documentation		<i>2 weeks before TVVA event</i>
The Requirements Traceability Matrix (RTM) updated with test-related information	<i>During Bid</i>	<i>First with PMTP and update per test event</i>

TVV -15 If applicable, the Contractor shall develop and validate any Test Harnesses, simulators and stubs, including all script/code/data/tools required to execute the planned functional and non-functional tests in the Test Environment. The Test Harnesses for PFP will be provided by the Purchaser.

TVV -16 Modification of inaccurate or inadequate TVVA deliverables and any subsequent work arising as a result shall be carried out at the Contractor's expense.

TVV -17 All TVVA materials developed and used under this contract shall be delivered to the Purchaser.

TVV -18 Templates provided by the Purchaser are to be utilized by the Contractor as structure guides and for the content the Purchaser expects to be detailed. If the Contractor would like to propose a modification of the templates, it shall be approved by the Purchaser.

TVV -19 All deliverables shall undergo as many review cycles are required, and shall be approved once all deficiencies have been corrected.

6.4 Project Master Test Plan (PMTP)

TVV -20 The Contractor shall identify and describe in the Project Master Test Plan (PMTP) which best practices and international standards will be applied and how.

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TVV -21 The Contractor shall produce a Project Master Test Plan (PMTP) to address the plans for each TVVA activities listed in this document. The Purchaser will monitor and inspect the Contractor’s MTP activities to ensure compliance.

TVV -22 The Contractor shall keep the PMTP always up to date.

TVV -23 The Contractor shall describe how the Quality Based Testing is addressed and implemented in the PMTP. Figure 1 is based on ISO 25010 and should be used as product quality criteria model.

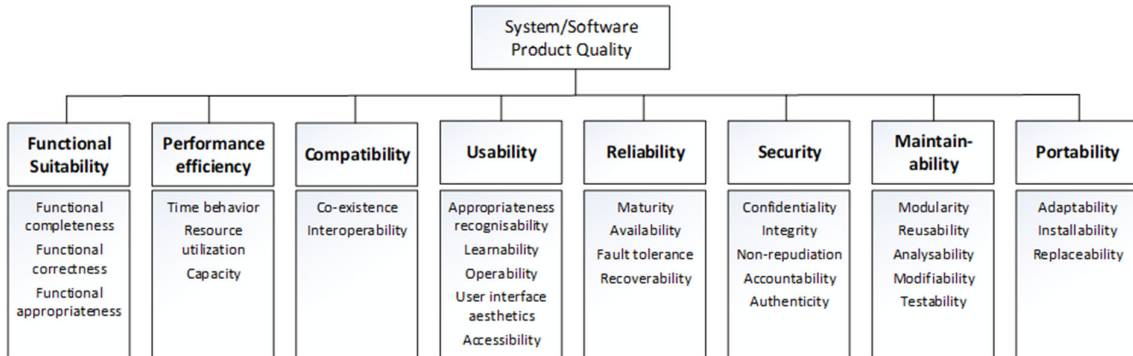


Figure 1 - Product Quality Criteria

TVV -24 The Contractor shall describe all formal TVVA activities in the PMTP with a testing methodology and strategy that fit the development methodology chosen by the project.

TVV -25 The Contractor proposed testing methodology shall describe the method of achieving all the test phases, defined in Table 6-1, successfully.

TVV -26 The Contractor shall describe in the PMTP how the following objectives will be met:

- 1) Compliance with the requirements of the Contract;
- 2) Verification that the design produces the capability required;
- 3) Compatibility among internal system components;
- 4) Compliance with the SRS requirements;
- 5) Compliance with external system interfaces and/or systems;
- 6) Confidence that system defects are detected early and tracked through to correction, including re-test and regression approach;
- 7) Compliance with Purchaser policy and guidance (i.e. security regulations, etc.);
- 8) Operational readiness and suitability; and
- 9) Product Quality Criteria (Figure 1).

TVV -27 The Contractor shall describe the Contractor’s test organization and its relationship with the Contractor’s Project Management Office and Quality Assurance (QA) functions in the PMTP.

TVV -28 The Contractor shall describe in the PMTP “Entry and “Exit” criteria for each of the formal TVVA events. The Contractor shall seek approval of all criteria related to an event not later than the TRR of the event

- TVV -29 The Contractor shall provide in the PMTP the schedule, location and scope for all the events to be run, specifying to which phase they belong. When the contractor identifies that multiple events are required for a phase, this shall also be specified in the PMTP.
- TVV -30 Together with the PMTP, the contractor shall provide a defect reporting and management process to be applied during the TVVA activities in Table 6-1.
- TVV -31 The Contractor shall describe how defects/non-conformances encountered during TVVA events will be reported, managed and remedied
- TVV -32 The PMTP shall include the Contractor's approach to Test Reviews including Test Readiness Reviews and Event Review Meetings for each TVVA event.
- TVV -33 The Contractor shall provide Contractor's provisions and strategy for building/maintaining of the Reference Environment in PMTP.

6.5 Test Cases and Test Procedures

- TVV -34 Any updates required from the execution of test cases during the each phase shall be incorporated into the relevant test cases by the Contractor for use during independent verification, validation and acceptance. If only certain sections are affected, then it shall be sufficient to up-date and re-issue those section plus cover sheet with amendment instructions. Should major changes in contents or page re-numbering be needed, then the complete section shall be re-issued by the Contractor. All changes shall be made with the agreement and approval of the Purchaser
- TVV -35 The Contractor shall submit the draft test cases for the TVVA event to the Purchaser for approval no later than four (4) weeks prior to the execution of the tests, unless differently stated in a work package. The Purchaser shall provide comments or approval within four (4) weeks of receipt. The purchaser must have the final version of the test cases and Event Test Plan available one (1) week prior to the TRR for a specific TVVA event
- TVV -36 The contractor shall develop test and use cases to verify and validate all requirements in the SOW, requirements specifications and final design. The test cases shall follow the template provided by the purchaser

6.6 Event Test Plan (ETP)

- TVV -37 The contractor shall create an Event Test Plan (ETP) per each event detailing all the information required for that event. The ETP shall follow the template provided by the Purchaser.
- TVV -38 The Contractor shall describe in the event test plan what training (if any) will be provided prior to formal TVVA events.
- TVV -39 The Contractor shall identify, in the ETP, which environment(s) to be used at each TVVA event and the responsibilities for configuration control, operation and maintenance of the environment.
- TVV -40 The ETP shall describe when an agreement shall be reached between the Contractor and the Purchaser on the defect categorization and defect priority of failures encountered, as well as a way forward (if either at the end of each day of a TVVA event or at the Event Review Meeting). If agreement is not reached, the disputed items shall be escalated to the Purchaser's and Contractors' Project Managers

6.7 Requirement Traceability Matrix (RTM)

TVV -41 The Contractor shall produce and maintain the Requirement Traceability Matrix (RTM), which includes all functional and non-functional requirements, to track the TVVA status of all requirements throughout the Contract execution (especially during the TVVA activities). The RTM shall also trace the requirements to the design. It shall also define how the requirements will be validated or verified at each of the TVVA activities:

- 1) The verification method: Inspection, Analysis, Test or Demonstration;
- 2) Correspondent TVVA phase(s) for each requirement; and
- 3) Coverage Status.

[156] The Purchaser will review and approve the proposed RTM.

TVV -42 The contractor SHALL maintain the RTM updated during the project lifecycle.

TVV -43 The Contractor SHALL provide the Purchaser with updates (via the tools) to the RTM daily during the execution of an event, and following the conclusion of each event defined in Table 1. A workflow for updating the RTM SHALL be proposed by the Contractor and approved by the Purchaser.

6.8 Test Tools

TVV -44 The Contractor shall generate and deliver automated test procedures/cases compatible with Purchaser test management and automation tools.

TVV -45 The Contractor shall make use of automated testing and supporting testing tools (test management, requirement coverage, defect management, etc.) to the maximum applicable extent, for all system development, implementation, internal and formal tests. The process and proposed supportive tools shall be described in the Project Master Test Plan (PMTP). In areas where the Purchaser already uses specific tools, the Contractor shall make use of the tools in use by the Purchaser

TVV -46 Tools supporting requirements coverage, defect management and test management shall be selected and hosted by the purchaser and used by the Contractor. For any internal work, the Contractor may use their own internal tools, but the tools used for the contractor's internal work shall be able to natively interface with the tools selected and hosted by the Purchaser in order to keep all TVVA related data for the project in the purchaser tools.

6.9 TVVA Events and results

TVV -47 The Contractor shall conduct testing during the Project lifecycle compliant with the following requirements:

TVV -48 The Contractor is responsible for conducting all testing during the Project lifecycle. The contractor shall provide evidence to the Purchaser of the results of these testing activities. The Contractor shall respond to any Purchaser clarification requests regarding test results or performance within two working days

TVV -49 The Contractor shall conduct all testing activities for any architectural changes.

TVV -50 The Contractor shall support post go-live activities during the Operational Acceptance phase, to evaluate the project capability performance and establish benchmarks for future enhancements, including any changes made to fulfil the requirements.

TVV -51 The Contractor shall provide status reports to the Purchaser regarding verification and validation activities during the planning/design and development phases, via the use of a dashboard report within the test management tool set and through meetings. The Contractor shall provide report(s) to the Purchaser following the completion of any TVVA event. The Purchaser will approve the report and its findings within two business days

TVV -52 Progress and result measurement shall be approved by the Purchaser and focused on KPIs.

TVV -53 Test results shall be recorded in the test management tool set. All results of all formal acceptance testing performed during a given day must be recorded in the test management tool. The Contractor shall provide these test results for any given day by the starting of the next business day (0800 AM), but as a minimum not later than 24 hours following the execution of any test

6.10 Test Readiness Review (TRR)

TVV -54 The Contractor shall conduct a Test Readiness Review (TRR) meeting at least one week prior to the events defined in Table 1 List of TVVA Phases. The TRR shall ensure that all entry criteria for the events have been met. Documentation that requires review by the Purchaser prior to a TRR, as defined in the Event Test Plan (ETP), shall be provided no less than 2 weeks prior to TRR.

[157] The Purchaser has the right to cancel the TRR and/or any formal test event if the evidence demonstrates that execution of the test event will not be effective.

TVV -55 The Contractor SHALL demonstrate that all the internal tests and dry runs are successful with test reports and results delivered to the Purchaser at least 2 weeks prior to start of any Contractual test activities.

6.11 TVVA Event Review Meeting

TVV -56 The start and/or ending of any test session shall be subject to the Purchaser approval. In the event that critical issues are encountered which impact the process of the testing or if the other functions depends on the failed test cases, the Purchaser has the right to stop the testing for Contractor's investigation. The tests can only re-start if Purchaser agrees to continue testing from the point of failure or re-start testing from the beginning.

TVV -57 The Contractor shall convene an Event Review Meeting (ERM) as defined in the ETP. The ERM shall ensure that the event results, defect categorization and a way forward to fixing the defects (if required) is agreed upon the Contractor and the Purchaser. If agreement is not reached, the disputed items shall be escalated to the Purchaser's and Contractors' Project Managers.

6.12 TVVA Event

[158] An event starts with the Test Readiness Review (TRR) and finishes off with the Event Review Meeting (ERM).

TVV -58 During formal TVVA phases, a daily progress debrief shall be scheduled. Participation to the daily progress debrief will be agreed between Purchaser and Contractor. The aim of the debrief is to get a common understanding on what tests were run, which passed, which failed, and whatever defects were reported during the day.

TVV -59 For each TVVA event, the Contractor shall provide log/record of the event, including but not limited to individual test results, defects found, requirement coverage, test execution durations, deviations during execution and sign-off for each result by both the Contractor and Purchaser.

TVV -60 At the end of the project, the Contractor shall provide the final version of all artefacts (regardless of format) created during the execution of all TVVA activities.

6.13 Reference environments

TVV -61 The Contractor shall obtain the approval of the Purchaser regarding the environments the formal events will take place on and in requesting the approval, indicate what support is required from the Purchaser to configure and prepare the environment. This includes any data from the Purchaser required for the test event. The Reference Environment Configuration shall be formally controlled using configuration management tools, and each baseline that will enter into a contractual event shall be delivered to the Purchaser for approval prior to TRR.

TVV -62 The Contractor shall ensure that all test/reference environments are under proper configuration management, especially configuration control. The Configuration Management toolset and process shall be approved by the Purchaser.

6.14 Waivers

[159] The Contractor may request a Test Waiver if the Contractor has previously successfully completed qualification testing to national, or international standards for assemblies, subassemblies components or parts. The Purchaser, after review of test waivers and analysis of their impact, reserves the right to require test and certification of the modified equipment at no cost to the Purchaser. The Purchaser has the right to reject any test Waiver.

TVV -63 In respect to a requested waiver, the Contractor shall certify that the test environment to be implemented is identical to that which was originally used for testing, or advise the Purchaser of design/construction changes which affect form, fit or function.

TVV -64 The Contractor shall record and log all waiver requests along with their resolution submitted for the Purchaser's approval.

6.15 Failed events

TVV -65 In the event of failed TVVA event and the need to return to a site for re-testing; travel and per diem expenses of NATO personnel shall be borne by the Contractor

6.16 Test Defect Categorization

TVV -66 The Contractor shall use the Purchasers' categorization nomenclature for all defects and non-compliances

TVV -67 Should a failure be identified during a TVVA event/activity, a defect shall be recorded in the Agency's test management and defect management systems. Once the event has concluded, the defect shall be reviewed during the event review meeting to agree on the severity, priority and category. The event test report shall then report the disposition of all defects recorded during the event and the defect management system shall be updated accordingly. Classification shall follow the definitions in Table 3, Table 4 and Table 5.

Table 6-3 - Definitions for Defect Categorization

Attributes	Definition
Severity	<i>The severity of a defect is the degree of impact that the failure has on the development or operation of a component, a system or a user function. The severity shall initially be proposed by the tester but shall officially be set in agreement with all the stakeholders. When agreement cannot be reached, the Purchaser's PM will set the severity.</i>
Priority	<i>The priority of a defect defines the order in which defects shall be resolved. The priority of the defect shall initially be proposed by the tester but shall officially be set in agreement with all the stakeholders. When agreement cannot be reached, the Purchase's PM will set the priority.</i>
Category	<i>The type of observation identified during the execution of a test case.</i>

6.17 Severity

TVV -68 According to their severity, defects shall be classified as one of the following

Table 6-4 - Classification of defects based on severity

Severity	Definition
Critical	<i>The failure of testing of a requirement. The failure results in the termination of the complete system or one or more component of the system. The failure causes extensive corruption of data. The failed function is unusable and there is no acceptable alternative method to achieve the required results</i>
Major	<i>A significant failure that causes severely impaired functions but does not prevent operational processing. Applies to conditions under which the complete system or one or more component of the system are partially inoperative, but are still usable by the users. A work around may be available, but it may require manual intervention. Examples: * Absence of expected modules/ object or Unit * failure of business operational process that affects a large group of users * complete failure of a module</i>
Moderate	<i>The failure does not result in the termination and all functions are available but causes the system to produce incorrect, incomplete or inconsistent results. When resources are available and budgeted, should be resolved.</i>
Minor	<i>The failure does not result in termination and does not damage the functioning of the system. The desired results can be easily obtained by working around the failure</i>

Severity	Definition
Cosmetic	<i>The failure is related to the look and feel of the application, typos in a document or user interfaces (amongst others), and not part of the immediate usability or contractual requirements. The failure does not adversely affect the overall system operation.</i>

6.18 Priority

TVV -69 According to their priority, defects shall be classified as one of the following in Table 5 below:

Table 6-5 - Priority Classes for Defect Classification

Priority Class	Description
Urgent	<i>The defect shall be resolved as soon as possible. Required to complete independent verification and validation activities.</i>
Medium	<i>The defect shall be resolved in the normal course of development activities. It can wait until a new build or version is created.</i>
Low	<i>The defect is an irritant which should be repaired, but repair can be deferred until after more serious defects have been fixed.</i>

6.19 Category

TVV -70 According to their category, deficiencies shall be classified as one of the following in Table below:

Table 6-6 - Deficiency Categories

Category	Description
Defect	<i>An imperfection or deficiency in a work product where it does not meet its requirements or specifications. This category of defect could drive to the creation a Class II (Product Correction) Engineering Change Proposal (ECP).</i>
Enhancement	<i>This type of defect is used to record an Improvement to the product baseline. This category of defect would typically drive to the creation of a Class I (Product enhancement) ECP.</i>
Document	<i>This category is used to record deficiencies encountered in the system documentation (test cases, test procedures, RTM, test plan, manuals, design, procedures...).</i>
Clarification	<i>This category is used to record deficiencies encountered during the test execution, which must be clarified.</i>

Category	Description
Waiver	<i>This category is used to record when a waiver is required to address a specific observation or deficiency.</i>

7 Quality Assurance

7.1 Definitions

QA-1 Unless otherwise specified in the SoW, STANAG 4107 and underpinning AQAPs (reference A.1.3), ISO 9000:2015 (reference A.1.30), PRINCE2 and ITIL definitions shall apply.

[160] Quality Assurance (QA) is a process and set of procedures intended to ensure that a product or service, during its definition, design, development, test and deployment phases will meet specified requirements.

[161] Quality Control (QC) is a process and set of procedures intended to ensure that a manufactured product or performed service adheres to a defined set of quality criteria and meets the requirements of the customer.

[162] Under the Contract, the terms "QA process" will also include Quality Control process.

[163] A "Project document" is a document developed and maintained to help in the management of the project. Typically the plans (amongst which, the Quality Assurance Plan (QAP)) are project documents.

QA-2 The term "NATO Quality Assurance Representative" (NQAR) shall apply to any of the Purchaser appointed Quality Assurance Representative.

QA-3 The term "Contractor Quality Assurance Representative" (CQAR) shall apply to any of the Contractor appointed Quality Assurance Representative.

7.2 Introduction

QA-4 The Contractor shall establish, execute, document and maintain an effective Quality Assurance (QA) programme throughout the Contract's lifetime.

QA-5 The QA programme shall apply both the contractual requirements and the NATO requirements for quality identified by AQAP 2110, AQAP 2210 and AQAP 2310 and AQAP 2105 (reference A.1.3 (to the STANAG 4107)), to provide confidence in the Contractor's ability to deliver products that conform to the Contractual requirements.

QA-6 If any inconsistency exists between the SoW requirements and the references, the SoW requirements shall prevail.

QA-7 The Contractor's QA effort shall apply to all services and products (both management and specialist) to be provided under the Contract. This includes all hardware, software, firmware and documentation being developed, designed, acquired, integrated, maintained, or used under the Contract (including deliverable and non-deliverable items like test and support hardware and software), without limitation.

QA-8 The Contractor's QA efforts shall ensure that procedures are developed, implemented and maintained to adequately control the design, development, production, purchasing, installation, inspection, testing, configuration management and customer support of all services and all products, in accordance with the requirements of this Contract.

7.3 Roles and Responsibilities

[164] During the entire Contract implementation, the NQAR(s) assures the Contractor's and Sub-Contractor's compliance with all Quality related contractual requirements. The Purchaser, through its NQAR(s), is the authority concerning all Quality related matters.

- QA-9 The Contractor shall be responsible for assurance and control of quality for all deliverables and associated Contractual products, processes and services through the life-cycle of the Contract.
- QA-10 The CQAR shall be accountable for the provision of the QA Plan and the compliance to the defined QA process.
- QA-11 The CQAR(s) shall define the major quality checkpoints that will be implemented while executing the project and the quality process to be used at each checkpoint.
- QA-12 The CQAR(s) shall be responsible for assessing that the Contractual requirements have been complied with, prior proposing the Contractual services and products.
- QA-13 The CQAR shall report to a distinct manager within the Contractor's organisation at a level equivalent to or higher than the Project Manager.
- QA-14 The CQAR shall be the point of contact for interface with and resolution of quality matters raised by the NCI Agency or its delegated NQAR.
- QA-15 The Contractor shall support any NCI Agency or its delegated NQAR activity focused on monitoring Contractor activities at Contractor's facilities or other sites related to the development, testing and implementation. In particular, the Contractor shall:
- 1) Make himself/herself available to answer questions and provide information related to the project,
 - 2) Allow the Purchaser representatives to inspect and monitor testing activities, and management, technical and quality processes applicable to the project; and
 - 3) Transfer to the Purchaser representatives all information deemed necessary to perform the QA activities, on his/her own initiative or on request by the Purchaser representative.
- QA-16 The Contractor shall ensure that CQAR(s) have the required qualifications, knowledge, skills, ability, practical experience and training for performing their tasks.
- QA-17 The CQAR(s) shall have sufficient responsibility, resources, authority and independence to review and evaluate activities, identify problems and initiate or recommend appropriate corrective actions.
- QA-18 The CQAR(s) shall participate in the early planning and development stages to ensure that all quality related requirements are specified in plans, standards, specifications and documentation.
- QA-19 After establishment of attributes, controls and procedures, the CQAR(s) shall ensure that all elements of the QA Process are properly executed, including inspections, tests, analysis, reviews and audits.
- QA-20 The Contractor, through its CQAR(s), shall be responsible for product quality control and for submitting to Purchaser acceptance products, supplies and services which conform to contractual requirements only.
- QA-21 The Contractor shall maintain and, when required, deliver objective evidence of this conformance.
- QA-22 The Contractor shall give written notice to the NQAR(s) at least four weeks in advance that the services and/or products are being presented for review, testing, verification, validation and acceptance.
- QA-23 Testing shall only be permitted by using test procedures and plans approved by the Purchaser.

7.4 Quality Management System (QMS)

- QA-24 The Contractor shall establish, document and maintain a Quality Management System in accordance with the requirements of ISO 9001:2015 (Reference A.1.3).
- QA-25 The Contractor's and Sub-Contractor's QMS relevant to performance under the Contract shall be subject to continuous review and surveillance by the cognizant NQAR(s).
- QA-26 The Contractor shall include in orders placed with its Sub-Contractor(s) and Supplier(s), the QMS requirements necessary to ensure the supplies and services covered by the Sub-Contract(s) and/or Purchase Orders conform to the requirements of the prime Contract.
- QA-27 The Contractor shall specify in each order placed with its Sub-Contractor(s) and Supplier(s), the Purchaser's and its NQAR(s) rights of access to all premises where contractual work is performed, in order to carry out audits, inspections, tests and other functions as may be required by the NQAR(s).
- QA-28 If sub-contracted quality resources are used, the Contractor's Quality Management process shall describe the controls and processes in place for monitoring the Sub-Contractor's work against agreed timelines and levels of quality.

7.5 Quality Assurance process

- QA-29 The Contractor's QA process shall ensure that procedures are developed, implemented and maintained to adequately control the development, design, production, testing and configuration of all deliverables.
- QA-30 The requirements for these processes shall be derived from the Contract, the QMS, the applicable AQAPs and referenced best practices, in that sequence of priority.
- QA-31 The Contractor shall prepare, perform and document System Requirements Review (SRR), Preliminary Design Review (PDR) and Critical Design Review (CDR) according to the contractual requirements and IEEE 15288.2:2014 (reference A.1.1).
- QA-32 The Contractor shall perform verification and validation of the Contractual deliverables before proposing them for the Purchaser review and approval.
- QA-33 The Contractor's QA process shall be described in the QA Plan as outlined below. The process is subject to approval by the Purchaser.
- QA-34 The Contractor shall demonstrate, with the Quality Assurance process, that the processes set up for design, develop, test, produce and maintain the product will assure the product will meet all the requirements.
- QA-35 The Contractor shall assure that all the test and procedure used to demonstrate the requirements will be monitored and controlled under the QA process.
- QA-36 On request, the Contractor shall provide the Purchaser with a copy of any Sub-Contracts or orders for products related to the Contract.
- QA-37 The Contractor shall periodically review the QA process and audit it for adequacy, compliance and effectiveness, and report any changes to the Purchaser NQAR(s).
- QA-38 The Contractor shall ensure that all contractual requirements, including NATO supplements, are included in internal audits.

7.6 The Quality Assurance Plan (QAP)

- QA-39 The Contractor shall provide a Quality Assurance Plan (QAP) for review to the Purchaser in accordance with the requirements identified in the AQAP-2105 (Reference to the STANAG 4107) and the SoW requirements.
- QA-40 The Contractor's QAP shall be compatible and consistent with all other plans, specifications, documents and schedules, which are utilised under the Contract.
- QA-41 All Contractor procedures referenced in the QA Plan shall either be submitted with the plan, or described in the plan and made available for review by the Purchaser upon demand.
- QA-42 The QA Plan and all related QA procedures, and all their versions/revisions, shall be subject to NQAR(s) approval based on an agreed checklist.
- [165] The acceptance of the QAP by the Purchaser only means that the Purchaser agrees to the Contractor's approach in meeting the requirements. This acceptance in no way relieves the Contractor from its responsibilities to meet the requirements stated in this Contract.
- QA-43 The Contractor shall review his QA programme periodically and audit it for adequacy, compliance and effectiveness.
- QA-44 The Contractor shall ensure that all contractual requirements, including NATO supplements, are included in internal audits.
- QA-45 The Contractor shall inform the NQAR(s) of deficiencies identified during internal audit unless otherwise agreed between the NQAR and/or the Purchaser and the Contractor.
- QA-46 The Contractor shall include a risk management section within the QAP including the risks connected to the sub-Contractors of the Contractor.
- QA-47 The Contractor shall make its quality records, and those of its Sub-Contractors, available for evaluation by the NQAR(s) throughout the duration of the Contract.
- QA-48 The Contractor shall update the document, as required, from the delivery date of the initial QAP through Final Operating Capability (FOC), under Configuration control. The Contractor shall provide a copy of each new version of the QAP to the Purchaser for review and approval.

7.7 Quality for Project Documents

- QA-49 A formal change management process shall be applied to all project documents, including documents naming conventions as defined by the Purchaser and coordinated with the Contractor.
- QA-50 Project documents shall be configuration controlled. Each version of a project document is subject to Purchaser approval (unless otherwise specified).
- QA-51 The Contractor shall ensure that any change related to the project documents are controlled, with the identity, approval status, version and date of issue are clearly identified.
- QA-52 Project documents file names shall not contain any variable part, like version number, reviewer initials or maturity status. Version numbers and maturity status shall be marked in the document content and/or attributes.

7.8 Risks

- QA-53 The Contractor and Sub-Contractor shall provide objective evidence, that risks are considered during planning, including but not limited to Risk Identification, Risk analysis, Risk Control and Risk Mitigation.
- QA-54 The Contractor shall start planning with risk identification during Contract review and updated thereafter in a timely manner. The Purchaser reserve the right to reject QPs, Risk Plans and their revisions.

7.9 Deficiencies

- QA-55 The Contractor shall establish and implement a quality/product assurance Issue Tracking System (ITS) to ensure prompt tracking, documentation and correction of problems and deficiencies, during the lifecycle of the Contract.
- QA-56 The ITS shall implement a lifecycle (status, responsibilities, relationship to affected Contract requirements, if applicable, and due dates) for each recorded deficiency.
- QA-57 If the Contractor becomes aware at any time before acceptance by the Purchaser that a deficiency exists in any supplies, the Contractor shall log it in the ITS, coordinate with the Purchaser and promptly correct it.
- QA-58 The Contractor shall demonstrate that all deficiencies are solved / closed before product acceptance.
- QA-59 When the Contractor establishes that a Sub-Contractor or a Purchaser Furnished Property (PFP) product is unsuitable for its intended use, it shall immediately report to and coordinate with the Purchaser the remedial actions to be taken.
- QA-60 The Contractor shall ensure that only acceptable products, intended for delivery, are released. The Purchaser reserve the right to reject non-conforming products.

7.10 Support Tools

- QA-61 The Contractor shall make all support tools available for demonstration to the NQAR, upon request.
- QA-62 The Contractor shall also make available to the Purchaser for review upon request, associated records and documentation, including but not limited to, control, authorization for use, calibration, validation, qualification, as applicable, per respective Contract requirement.

7.11 Certificates of Conformity

- [166] A Certificate of Conformity (CoC) is a document, signed by the Supplier / Vendor of a product, stating that the product conforms to contractual requirements and regulations. A Certificate of Conformity template is available in AQAP-2070 (reference A.1.3).
- [167] The CoC, provides evidence that the items produced or shipped comply with test procedures and quality specifications prescribed by the customer.
- [168] The Contractor is accountable for the conformance to requirements of products provided to the Purchaser.
- QA-63 The Contractor shall deliver all the CoC's for Commercial-off-the-Shelf (COTS) products (software, including firmware and hardware) released by the COTS Vendors.

- QA-64 The CoCs delivered by the Contractor shall be part of the acceptance data package of the product.
- QA-65 The Contractor shall provide a CoC at release of product to the Purchaser unless otherwise instructed.

8 System Acceptance

8.1 Provisional System Acceptance

[169] The concept of Provisional System Acceptance (PSA) is based upon the knowledge that complex and technically sophisticated systems may not be delivered without some deficiencies in the compliance with the totality of the Contract requirements.

SAC-1 To progress to PSA the Contractor shall have successfully completed System Acceptance Testing (see Section 2.5.4).

SAC-2 Should there be any outstanding deficiencies, they shall be handled as detailed in Section 5.3.1.

SAC-3 The Contractor shall identify, document and maintain a complete Deficiency Log, listing of all deficiencies discovered during the testing leading up to its request for PSA and those which otherwise may exist at the time that the systems are offered to the Purchaser for PSA.

SAC-4 In order to request PSA of the systems delivered under this Contract, the Contractor shall have completed the following actions:

- 1) All deliverables under the Contract specific to each batch of MB-DSGT's, have been supplied;
- 2) Approval of the SAT reports specific to each batch of MB-DSGT's by the Purchaser;
- 3) The training courses and delivery of all training materials;
- 4) The delivery of all required special tools and test equipment, all spares and consumable items;
- 5) The delivery of all required documentation;
- 6) A deliverables inventory has been provided which details all the deliverables to be supplied under the terms of the contract;
- 7) The design documents have been supplied with updates to accurately reflect the "As Built" configuration and verification of the accuracy of the Documentation has taken place; this includes the IDD for the control and monitoring interfaces;
- 8) Certificates of Conformity (CoC) have been supplied that the equipment conforms to the contractual standards and applicable manufacturing standards; and
- 9) A complete list of Keys and Passwords, such as Password Lists and any other Password and/or Codes necessary for the Purchaser to operate the system from day to day, has been supplied to the Purchaser.

SAC-5 At such time as the Contractor has completed the prerequisites defined above, it shall notify the Purchaser in writing that the systems are offered for PSA.

SAC-6 This notification shall be accompanied by the PSA Report for the systems being offered.

[170] The process of PSA review starts with the delivery of the PSA Report.

SAC-7 The **PSA Reports** submitted to the Purchaser for PSA (one report for each of the systems delivered under this Contract) shall include the following information:

- 1) Status of each individual system and sub-systems i.e. installation, integration, notification, operation;
- 2) Complete test reports, for all testing and acceptance events leading to PSA;
- 3) Reliability Maintainability and Availability (RMA) Analysis Report;
- 4) Status of inventory;
- 5) Status of documentation relevant to the acceptance e.g. as-built drawings, handbooks, quality assurance reports;
- 6) Status of training package; and
- 7) The Deficiency Log, listing all the open deficiencies, and describing the resolution strategies and target dates, as agreed with the Purchaser.

[171] Within 4 weeks of receipt of the PSA Report, the Purchaser has the option to schedule a PSA Review Meeting if required. The Purchaser has the right to grant PSA acceptance without a formal PSA Review Meeting.

[172] The PSA Meeting, if required, will be chaired by the Purchaser with the objectives of:

- 1) Providing a review of the status of each system, specifically reviewing and discussing the status of all observed deficiencies, as listed in the system's specific Deficiency Log;
- 2) Establishing a list of all observed deficiencies which have yet to be corrected by the Contractor;
- 3) Evaluating the list of outstanding deficiencies in relation to their combined effect on the suitability of the system for hand-over for actual operation, service delivery; and
- 4) Providing an initial determination as to whether PSA may be granted. If PSA is not granted, establishing the basis for such determination. If PSA is granted, establishing the final list of deficiencies which shall be corrected by the Contractor prior to Final System Acceptance and a schedule for such corrections to take place.

SAC-8 The Contractor shall prepare a written record, if a PSA Review Meeting was held, in the form of PSA Meeting minutes and submit to the Purchaser, within 1 week of the meeting.

SAC-9 The PSA Review minutes shall be completed and signed by the representatives of the Contractor and Purchaser respectively.

SAC-10 The PSA Review Minutes shall be forwarded to the Purchaser's Contracting Authority who will formalize the decisions of the PSA Meeting in writing and officially notify the Contractor of such decisions within two (2) weeks of receipt of the PSA Minutes.

[173] The Contractor should note that any Certificate of Conformity provided at the time of the PSA Report is considered to also be provisional pending correction of noted deficiencies before Final System Acceptance.

8.2 Final System Acceptance

SAC-11 The Final System Acceptance (FSA) shall be accomplished after:

- 1) Verifying that all components of the systems meet the contractual requirements (e.g. all PSA's are completed, reliability/maintainability requirements are met, all documentation is delivered, all trainings have taken place etc);
- 2) Verifying that all Deficiencies and Defects identified by reviews, inspections, tests and operation have been cleared in accordance with the observations procedure of this contract;
- 3) Verifying that Warranty is in place and in-progress;
- 4) Finalizing and implementing configuration control and product support for the system; and
- 5) Conducting a formal FSA meeting which records the facts that all elements of the SOW have been satisfactory completed and complied with, and all requirements of this Contract have been met.

8.2.1 Final Systems Acceptance Meeting

SAC-12 When the Purchaser considers that the deliverables are ready for Final System Acceptance (FSA), the Contractor shall conduct and support a Final System Acceptance (FSA) Meeting at the Purchaser's facilities unless otherwise agreed by both parties.

8.2.2 Final Systems Acceptance Documentation Package (FSA Report)

SAC-13 The Contractor shall prepare a Final Systems Acceptance (FSA) Documentation Package two (2) weeks prior to the Final System Acceptance (FSA) meeting stating why and how the system fulfil the contract requirements.

8.2.3 Final Systems Acceptance Meeting minutes

SAC-14 Within 2 weeks of the FSA meeting, The Contractor shall submit FSA meeting minutes to the Purchaser for review and comments before approval. The Purchaser shall have 2 weeks to review and comment the minutes before approval (FSA(s) to be completed as per SSS).

Appendix A Applicable and Reference Documents

A.1 Applicable Documents

A.1.1 Integrated Product Support

Doc Id.	Full document Name and Reference
[STANAG 4728]	System Life Cycle Management – Ed.2 (2015)
[AAP-20]	NATO Programme Management Framework (NATO Life Cycle Model) – Ed.C, Ver.1 (2015)
[AAP-48]	NATO System Life Cycle Processes – Ed.B, Ver.1 (2013)
[ALP-10]	NATO Guidance on Integrated Logistics Support for Multinational Armament Programmes – Ed.C, Ver.1 (2017)
[STANAG 4597]	Obsolescence management – Ed.2 (2010)
[STANAG 6001, Ed.5]	Language Proficiency Levels – Ed.5 (2014)
[STANAG 4280]	NATO Levels of Packaging - Ed.2 (1999)
[STANAG 4281]	NATO Standard Marking for Shipment and Storage - Ed.3 (2016)
[STANAG 4329]	NATO Standard Bar Code Symbologies – AAP-44(A) – Ed.4 (2010)
[AAP-44(A)]	NATO Standard Bar Code Handbook – (2010)

A.1.2 Configuration Management

Doc Id.	Full document Name and Reference
[STANAG 4427]	Configuration Management in System Life Cycle Management – Ed.3 (2014)
[ACMP-2000, Ed.A, Ver.2]	Policy on configuration management – Ed.A, Ver.2 (2017)
[ACMP-2009, Ed.A, Ver.2]	Guidance on Configuration Management – Ed.A, Ver.2 (2017)
[ACMP-2100, Ed.A, Ver.2]	The Core Set of Configuration Management Contractual Requirements – Ed.A, Ver.2 (2017)
[ISO 10007:2003]	Quality Management System – Guidelines for Configuration Management. Second edition, 2003.

A.1.3 Quality Management

Doc Id.	Full document Name and Reference
[STANAG 4107, Ed.11]	Mutual Acceptance of Government Quality Assurance and Usage of the Allied Quality Assurance Publications. Ed.11, 2019.

Doc Id.	Full document Name and Reference
[AQAP-4107, Ed.A, Ver.2]	Mutual Acceptance of Government Quality Assurance and Usage of the Allied Quality Assurance Publications (AQAP). Ed. A, Ver.2, 2018.
[AQAP-2000, Ed.3]	NATO Policy on an Integrated System Approach to Quality Through the Life Cycle. Ed.3, 2009.
[AQAP-2070, Ed.B, Ver.3]	NATO Mutual Government Quality Assurance (GQA). Ed.B, Ver.4, 2019.
[AQAP-2105, Ed.C, Ver.1]	NATO Requirements for Quality Plans. Ed.C, Ver.1, 2019.
[AQAP-2110, Ed.D, Ver.1]	NATO Quality Assurance Requirements for Design, Development and Production. Ed.D, Ver.1, 2016.
[AQAP-2131, Ed.C, Ver.1]	NATO Quality Assurance Requirements for Final Inspection and Test. Ed.C, Ver.1, 2017.
[AQAP-2210, Ed.A, Ver.2]	NATO Supplementary Software Quality Assurance Requirements to AQAP-2110 or AQAP-2310. Ed.A, Ver.2, 2015.
[AQAP-2310, Ed.B, Ver.1]	NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers. Ed.B, Ver.1, 2017.
ISO 9000:2015	Quality management systems — Fundamentals and vocabulary
ISO 9001:2015	Ref. 001. Quality management systems — Requirements;

A.2 Reference Documents

A.2.1 Integrated Product Support

Doc Id.	Full document Name and Reference
[ISO/IEC 15288, 2015]	Systems and software engineering -- System life cycle processes
[ISO/IEC 12207, 2008]	Systems and software engineering -- Software life cycle processes
[ISO/IEC 25010, 2011]	Systems and software engineering — Systems and Software Quality Requirements and Evaluation (SQuaRE) — System and software quality models
[IEC 60050]	International Electrotechnical Vocabulary (IEV) (www.electropedia.org)
[IEC 61078:2016]	Reliability Block Diagrams
[IEC 60706-3:2006]	Maintainability of equipment - Part 3: Verification and collection, analysis and presentation of data
[IEC 60812:2018]	Failure modes and effects analysis (FMEA and FMECA)
[IEC 62550:2017]	Spare parts provisioning
[AIA/ASD SX000i]	International specification for Integrated Product Support (IPS) – Issue 3.0 (2021)

Doc Id.	Full document Name and Reference
[AIA/ASD S3000L]	International procedure specification for Logistics Support Analysis (LSA) – Issue 2.0 (2021)
[AIA/ASD S2000M]	International Specification for Material Management. Issue 7.0 (2021)
[AIA/ASD S1000D]	International Specification for Technical Publications. Issue 5.0 (2019)
[MIL-HDBK-338B]	Electronic Reliability Design Handbook
[MIL-STD-756B]	Reliability Modeling and Prediction
[MIL-HDBK-470A]	Designing and Developing Maintainable Products and Systems
[MIL-STD-1629A]	Procedures for performing a Failure Mode, Effects and Criticality Analysis
[Telcordia SR-332]	Reliability Prediction Procedure for Electronic Equipment
[HDBK-217Plus]	Reliability Prediction Models
[ANSI VITA51]	Reliability Prediction MIL-HDBK-217F2 Subsidiary Specification
[ASME Y14.44 - 2008]	Reference Designations for Electrical and Electronics Parts and Equipment
[Bi-SC Directive 075-003]	Collective Training and Exercise Directive, 02 October 2013, NU
[Bi-SC Directive 075-007]	Education and Individual Training Directive, 10 September 2015, NU
[NATO C3 Taxonomy] Enclosure 1 to AC/322-D(2016)0017	“C3 Taxonomy Baseline 2.0”, 10 November 2015
[AI 16.31.10]	NCIA Agency Instruction – Spare parts provisioning
[AI 16.31.07]	NCIA Agency Instruction – Guidance Document (GD) for ASD-AIA-ATA S1000D Technical Publications, with the associated S1000D Issue 5.0 Business Rules Decision Points (BRDP) Index
[AI 16.31.12]	NCIA Agency Instruction – Writing Style Guide (WSG) for ASD/AIA/ATA S1000D Technical publications
[AI 16.31.13]	NCIA Agency Instruction – Illustration Style Guide (ISG) for ASD/AIA/ATA S1000D Technical publications

A.2.2 Configuration Management

Doc Id.	Full document Name and Reference
[SAE ANSI/EIA-649C]	Configuration Management Standard (2019-02-07)
[AI 16.32.04]	NCIA Agency Instruction – ABL Template
[AI 16.32.05]	NCIA Agency Instruction – PBL Template

Doc Id.	Full document Name and Reference
[AI 16.32.02]	NCIA Agency Instruction – Preparation of ECP forms and relevant annex
[AI 16.32.03]	NCIA Agency Instruction – Preparation of RfC forms and relevant annex

A.2.3 AFPL

[AFPL] Approved Fielded Product List.

A.2.4 Security

Doc Id.	Full document Name and Reference
[AC/322-D/0048-REV3 (INV)]	Technical and Implementation Directive on CIS Security

Appendix B Contract Documentation Requirements List

- [1] The Contractual Data Requirements List (CDRL) contains the list of the documentation deliverables of this project. The CDRL will contribute to ensure that the project is properly administrated and the contractual, technical, and logistical requirements are met.
- [2] The CDRL is provided in Table 8-2 next page.
- [3] The Project Review Meeting calendar, listing the CDRL product subject of review at each PRM, is provided further below, in Appendix-C, Readiness of the CDRL products are entry conditions for the PRM to take place.
- [4] All information delivered as a response to the CDRL will be identified as in Table 8-1 below.

Table 8-1 – CDRL metadata

ID	CDRL Object ID
CDRL Title	Title of part of breakdown / Description of the CDRL item.
SOW Reference	Reference section in the SOW

- [5] All project documentation shall contain a version number appropriate to the major / minor concept (e.g. v1.0, v1.1, v1.2, v2.0, v3.0) where the first number represents a major release or significant change to the content while the second number represents a smaller change (e.g. spelling corrections, formatting or minor adjustments).
- [6] Unless stated otherwise in this SOW, the Purchaser will provide comments in writing to the CDRL products within the two calendar weeks following their formal release, which is considered to be the point the product is uploaded to the portal.
- [7] Comments will be uploaded to the portal, either in-line on the actual document, or in tabular form in a separate document. For those products released two weeks prior to a PRM (this mainly applies to the first 40 weeks of the contract, i.e. Stage 1), comments will be uploaded before the PRM, or will be briefed during the PRM itself.
- [8] The delivery dates given in table are the dates that documents must be ready at the Purchaser. The Contractor shall ensure that the relevant document shall be ready latest by that date at the Purchaser.
- [9] The terms “Draft” and “Final” are recurrently used in the CDRL, and are to be interpreted as follows:
 1. The term “ Draft” means the deliverable of a document, with no sections or parts (partially) left empty;
 2. The “Final Draft” shall be self-contained, ready for review and/or use by the Purchaser. Any further changes to the content of the “Final Draft” version, subsequently leading to a next issue of this document, shall solely be possible to be requested by the Purchaser (normally through a PRM). Prior to “Final Draft”, the Contractor is free to issue preliminary draft version(s) to the Purchaser for early feedback, although preliminary versions and feedback shall not have any legal or contractual status; and
 3. The term “Final” means that the document has been extensively reviewed

through one or more intermediate releases (Draft and Final Drafts), it is complete and any changes to the document shall only take place in exceptional circumstances, upon request by the Purchaser.

Table 8-2 – MB-DSGT Project CDRL

CLIN	Description
1	Project Management
1.2	Project Management Plan (PMP)
1.3	Project Implementation Plan (PIP)
	Product Breakdown Structure (PBS)
	Project Work Breakdown Structure (PWBS)
	Project Master Schedule (PMS)
	Risk Management Plan (RMP)
	Issue Management Plan (IMP)
	System Installation Plan (SIP)
1.4.2	Project Progress Reports
1.5.1	Documentation Plan
2	Site Survey
2.1.2	Site Survey Report – Reference Environment
2.2.2	Site Survey Report – Training Environment
3	Design
3.1.1	System Design Plan (SDP)
3.1.2	High Level Design Document (HLD)
3.1.3	Low Level Design Document (LLD)
3.2	Conduct Configuration Capture
3.2.1	Configuration Capture (CCAP) Plan
3.2.2	Configuration Capture (CCAP) Draft Report (incl. Interim)
3.2.4	Configuration Capture (CCAP) Final Report
3.3	Conduct System Requirements Review (SRR)
3.3.2	Draft System Requirements Review (SRR) Report
3.3.3	Final System Requirements Review (SRR) Report
4	Implementation and Testing
4.2.7	Quality Assurance Plan (QAP)
4.3.3	Provide System Documentation
4.4	Provisional System Acceptance (PSA)

CLIN	Description
	Deficiency Log
	Provision System Acceptance (PSA) Reports
	PSA Review Meeting Minutes
4.5	Operational Test and Evaluation (OpTEval)
	Maintain log book of events relevant to acceptance
4.6	Final System Acceptance (FSA)
	Final System Acceptance (FSA) Report
	Final System Acceptance (FSA) Observations Meeting Report
5	Support Independent Verification and Validation Assessment
5.1	Request for Change Support
5.1.3	Release Package for RFC
5.1.8	Security Test and Verification Report (STVR)
5.1.9	System Acceptance Testing (SAT)
7.6	Provide System Configuration Package
8.4	Training material
6	Integrated Product Support
6.1	Integrated Product Support Plan (IPSP)
6.2	Reliability Availability Maintainability Testability (RAMT) Case Report
6.3	Failure Mode Effects and Criticality Analysis (FMECA)
6.4	Maintenance Task Analysis (MTA)
6.5	Level of Repair Analysis (LORA) [incl. Repair Price List (RPL)]
6.6	Packaging, Handling, Storage and Transportation (PHST) Report
6.7	Initial Provisioning List (IPL)
6.8	Obsolescence Report
6.9	Warranty Report
6.10	Operation Manuals
6.11	Maintenance Manuals
6.12	Training Plan (TRNP)
7.1.1.1	Training documentation and Materials
7.1.1.2 – 7.1.1.5	Training Execution Reports

CLIN	Description
7.2	Training Needs Analysis (TNA)
6.14	In Service Support Plan (ISSP)
	In Service Support (ISS) Monthly Report
6.15	Configuration Management
6.15.1	Configuration Management Plan (CMP)
6.15.2	Functional Baseline (FBL)
6.15.3	Allocated Baseline (ABL)
6.15.4	Product Baseline (PBL)
6.15.5	Operational Baseline (OBL)
6.15.6	Configuration Management Database (CMDB)
6.15.7	Functional Configuration Audit (FCA) Report
6.15.8	Physical Configuration Audit (PCA) Report
6.16	System Safety Programme Plan (SSPP)
	Safety Case Report

Appendix C Project Meetings Calendar

Project Meetings Calendar to be provided by the Contractor after agreement with the Purchaser.

Appendix D Purchaser Furnished Property

Introduction

- [10] The design, production, testing and acceptance phases shall include the integration of, and the interaction with, Purchaser Furnished Property (PFP) equipment.
- [11] PFP is the general term used throughout this document. PFP includes Purchaser Furnished:
- 1) Equipment;
 - 2) Software;
 - 3) Information;
 - 4) DBAC (baseband and modem equipment);
 - 5) TSGT;
 - 6) Satellite access (to NATO systems as required);
 - 7) Legacy Modem Cases;
 - 8) SMEs (Access to); and
 - 9) Facilities (Access to Purchaser facilities as needed).
- [12] PFP are considered
- Staged and operated by the Purchaser, in the context of FAT, TVVA Assessment, SAT and OpTEval, for integration WITH the system delivered under this contract.

Integration with PFP

- [13] Integration of the systems delivered under this Contract with PFP systems configured and operated by the Purchaser is required for verification of system-level interfaces, encompassing physical connectivity and end-to-end connectivity.
- [14] System-level integration and verification of end-to-end connectivity with or over the following PFP systems shall be sought with the following:
- 1) Transportable Satellite Ground Terminals (TSGTs)
 - 2) Legacy Modem Cases (Used with current DSGTs)

Documentation Templates

- [15] For the documentation list see Chapter 6

Appendix E Maintenance and Support Concepts

E.1 Maintenance Concept and Maintenance Levels definition

E.1.1 Definitions

In accordance with [ASD SX000i], Maintenance is an activity that retains or restores a physical item to a specified condition or level of performance.

Training is linked to the Logistic Support Analysis (LSA) discipline through the Operational Task Analysis (OTA) and Maintenance Task Analysis (MTA), the former being determined by the Concept of Operation (CONOPS) and the latter being determined by the Maintenance Concept applicable to the specific product under acquisition.

A maintenance concept is a statement of maintenance considerations, constraints, and strategy for the operational support that governs the maintenance levels and type of maintenance activities to be carried out for the product under analysis. The maintenance concept is generated in the IPS element, "Maintenance".

The Maintenance concept, in turn, is derived from the Concept of Operations (CONOPS, see paragraph 6.4) and is a major driver in product design and support.

In accordance with [IEC 60050]:

- 1) Level of maintenance/maintenance level: set of maintenance actions to be carried out at a specified indenture level;
- 2) Indenture level: level of sub-division within a system hierarchy.

Maintenance, maintenance levels and maintenance tasks are product-related (linked to the system hierarchy⁸) and are defined in accordance with the complexity of the task, the required resources and tools, independently from the maintenance organization.

Maintenance supports (sustains) operation: any action required to restore the operation of a system or to ensure operational status can be maintained over time is a maintenance task; a maintenance task becomes a support task when it is associated to an organizational element of the support organization in charge of that task at the defined level.

Further definitions follow (IEC 60050):

- 1) Maintenance – (191-07-01): The combination of all technical and administrative actions, including supervision actions, intended to retain an item in, or restore it to, a state in which it can perform a required function.
- 2) Maintenance policy – (191-07-03): A description of the interrelationship between the maintenance echelons, the indenture levels and the levels of maintenance to be applied for the maintenance of an item.
- 3) Indenture level – (191-07-05): Level of sub-division within a system hierarchy from the point of view of a maintenance action. E.g.: System, subsystem, assembly, and component (see also MIL-HDBK-505). [Note: from the maintenance perspective, the indenture level depends upon various factors, including the complexity of the item's construction, the accessibility of sub items, skill level of maintenance personnel, test equipment facilities, and safety considerations.]

⁸ The different types of systems' hierarchies (physical, functional, hybrid) are defined in [ASD S3000L] as Product Breakdown Structures (PBS).

- 4) Maintenance echelon or line of maintenance – (191-07-04): A position in an organization where specified levels of maintenance are to be carried out on an item.
- 5) Level of maintenance or maintenance level – (191-07-06): Set of maintenance actions to be carried out at a specified indenture level

E.1.2 Maintenance Concept

A Maintenance Concept is a definition of the maintenance objectives, line of maintenance, indenture levels, maintenance levels, maintenance support and their interrelationships.

A Maintenance Concept is applied for both HardWare (HW) and SoftWare (SW) and produces maintenance tasks that will be performed on site, at civil or military maintenance facilities, at industry (Original Equipment Manufacturer, Contractor) maintenance facilities.

The Maintenance Concept identifies who-does-what-at-what-level in accordance with the maintenance levels and definitions defined below.

Maintenance levels, indenture levels, maintenance echelons (etc.) are always product-related.

E.1.3 Maintenance echelon (line of maintenance)

A Maintenance echelon is the position in an organization where specified levels of maintenance are to be carried out. The line of maintenance is characterized by the skill level of the personnel, the facilities and tools provided, the location, etc.

Four (4) maintenance echelons are generally defined to ensure the highest possible availability of the Product.

- 1) Level 1: implies fast and easy activities on MSIs/MRIs (see [ASD S3000L]) performed on-site for preventative or corrective actions on the acquired System/Capability;
 - a. Typology: without the need to remove the item from its existing installations on the Product;
 - b. Accessibility: easy (e.g.: general visual inspection for hardware, launch of common routines or macros for software);
 - c. Location: operating location (e.g. on-site, deployed location, on-ship);
 - d. Tools: common hand tools and/or common test equipment;
 - e. Facility: nil.
- 2) Level 2: implies more complex activities on MSIs/MRIs performed on-site including the replacement of modules using standard and special-to-type tools, BITE, limited troubleshooting on the acquired System/Capability;
 - a. Typology: it may be necessary to remove the item from its existing installation on the Product;
 - b. Accessibility: may be difficult (e.g.: rear access or tight plug and unplug for hardware, backup and restore for software);
 - c. Location: operating location (e.g. on-site, deployed location, on-ship);
 - d. Tools: common hand tools, common support equipment, and/or peculiar support equipment;

- e. Facility: nil
- 3) Level 3: implies the repair of subassemblies, modules and MSIs/MRIs after their replacement at maintenance Level 1 and Level 2; testing on test-benches or integration tests can be included. This maintenance level can be performed either on product (e.g. on-site) or at specific repair shops/facilities (off-site);
- a. Typology: it is necessary to remove an item from its existing installation on the Product;
 - b. Accessibility: item dismantled from its existing installation on the Product and available for any kind of manipulation;
 - c. Location: NATO maintenance location that may be either located or not located in proximity of the operating location;
 - d. Tools: as required by the NATO maintenance location;
 - e. Facility: specialized repair shop, software reference systems, etc
- 4) Level 4: includes repairs and overhaul activities beyond Level 1 to Level 3 capabilities (e.g.: repair of subassemblies, modules and MSIs/MRIs after their replacement at maintenance Level 1 to Level 3; major modifications to improve the design and/or operational activities will be prepared and, if necessary, embodied at this level). Level 4 is always off-site (generally at OEMs facilities).
- a. Typology: it is necessary to remove an item from its existing installation on the Product;
 - b. Accessibility: item dismantled from its existing installation on the Product and available for any kind of manipulation;
 - c. Location: Contractor/OEM maintenance location located at Industry premises;
 - d. Tools: as required by the Contractor/OEM maintenance location;
 - e. Facility: repair centre, software development laboratory, etc.

While performing the Maintenance Task Analysis (MTA), each maintenance task shall be analysed to determine the echelon at which the task shall be performed.

E.1.4 Hardware Maintenance

Hardware maintenance is generally categorised/grouped as follows

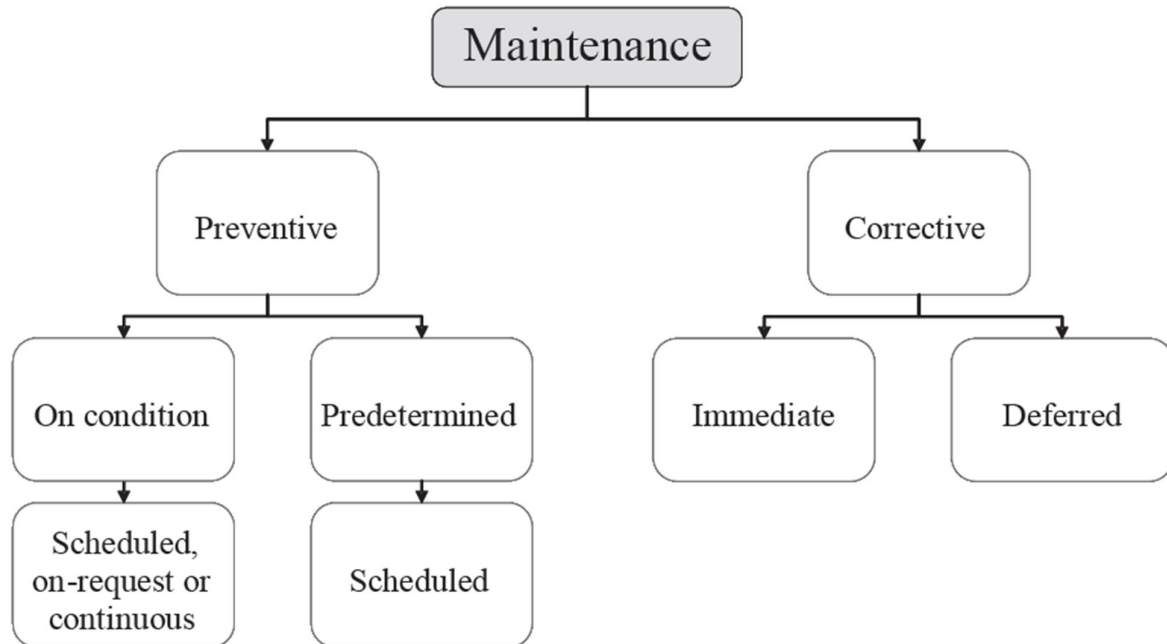


Figure E1 – Maintenance types (source: EN 13306:2001)

1) Preventative/Scheduled (HW maintenance):

- a. On-condition: maintenance carried out to mitigate degradation and reduce the probability of failure after analysis of system conditions through defined indicators assessed on a periodic basis.
- b. Scheduled (planned): maintenance carried out on a periodic basis (time-related or number-of-occurrences-related).

2) Corrective/Unscheduled (HW maintenance):

- a. Run-to-failure: maintenance carried out to perform a Remove & Replace action of a faulty item affecting system operation (critical failure). The action is done as soon as all the resources (skills, tools and spares) are available to minimise the System downtime.
- b. Deferred: maintenance carried out to perform a Remove & Replace action of a faulty item not affecting system operation. It is done in a time slot that does not further impact the Operational Availability (e.g. during a scheduled maintenance downtime period) or on “live” equipment if this is possible (e.g. when active redundancy or hot stand-by are implemented).

The hardware maintenance is classified in four levels generally known as HL1, HL2 HL3 and HL4.

1) **Hardware Organizational Maintenance Level 1 (HL1)** is Hardware maintenance capable of being carried out:

- a. On-site;
- b. By relatively low technical skill level personnel performing preventive maintenance, and replacing LRUs and IIs on the basis of diagnostic outputs;

- c. Using BIT systems for start-up and on-line diagnostics, by referring to main equipment TM;
 - d. No Special Tools and Test Equipment (TTE) are envisioned to be used;
 - e. Typical tasks will include visual inspection, preventative maintenance tasks, manual reconfiguration if necessary, external adjustments, removal and replacement of LRUs/IIs;
 - f. Includes system failure recovery by the application of simple on-line diagnostics or technician initiated restart of the system and the use of off-line diagnostics which do not require external test module support;
 - g. By generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.
- 2) **Hardware Organizational Maintenance Level 2 (HL2)** is Hardware maintenance capable of being carried out:
- a. On-site;
 - b. By higher technical skill level personnel performing preventive maintenance and replacing LRUs and IIs on the basis of diagnostic outputs;
 - c. Using BIT systems for start-up and on-line diagnostics, simple TTE (standard and special-to-type) in addition to BIT as a means for on-line and off-line diagnostics, and by referring to main equipment TMs to perform exhaustive fault isolation;
 - d. Simple either commercial or special-to-type TTE are envisioned to be used (e.g.: screwdrivers, multi-meters, oscilloscope, adapters, peculiar support equipment);
 - e. Where the fault is beyond the capabilities of HL1 technical support, HL2 activities will be performed by Support Site personnel (through on-site intervention);
 - f. Where remote fault management is not feasible, technicians from the host site will travel to the remote site hand carrying relevant spares to perform maintenance tasks;
 - g. By generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.
- 3) **Hardware Intermediate Maintenance Level 3 (HL3)** is Hardware maintenance capable of being carried out:
- a. At maintenance facilities and through technical support and assistance or on-site intervention/work by maintenance personnel with skills enabling tasks to be accomplished within the relevant technologies;
 - b. By higher technical skill level personnel performing:
 - i. Repairing, testing and calibrating LRU, Shop Replaceable Units (SRU) and Secondary Spare Parts (SSP);

- ii. On-site investigations and major scheduled servicing/overhaul, detailed inspection, major equipment repair, major equipment modification, complicated adjustments, system/equipment testing;
 - iii. Failure trend analysis including reporting to relevant Purchaser authorities and Post Design Services (PDS);
 - iv. Repair tasks will be performed using Automatic Test Equipment (ATE), general purpose and special-to-type TTE, calibration equipment, any applicable support software, and the necessary equipment TMs and a Technical Data Package (TDP);
 - v. Where the fault is beyond the capabilities of HL1/2 technical support, HL3 activities will be performed by support site personnel (through on-site intervention) or by the Contractor, depending on the maintenance concept;
 - vi. It includes generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.
- 4) **Hardware Depot Maintenance Level 4 (HL4)** is Hardware maintenance capable of being carried out:
- a. At maintenance facilities (industry or military, original equipment manufacturers) and through technical support and assistance or on-site intervention/work by maintenance personnel with skills enabling tasks to be accomplished within the relevant technologies;
 - b. Where the fault is beyond the capabilities of HL1-3 technical support, HL4 activities will be performed by the Contractor;
 - c. It includes generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

E.1.5 Software Maintenance

The software maintenance is a task for the purposes of software fault removal, adaptation to a new environment, or improvement of performance.

The software maintenance for the purposes of software fault avoidance, identification and/or removal can be:

- 1) **Preventative/Scheduled (SW maintenance)**: it refers to tasks necessitated for detecting potential errors in a software product or anticipate and avoid potential failures (daily checks, DBs clean up/integrity checks, cache cleaning, rebooting/restarting etc.). The task can lead, if latent failures are discovered, to a modification of a software product after delivery to detect and correct latent faults in the software product before they become effective faults (leading to a deferred corrective action).

- 2) **Corrective/Unscheduled (SW maintenance):** it refers to tasks necessitated by actual errors in a software product. If the software product does not meet its requirements, corrective maintenance is performed. It is a Reactive modification of a software product performed after a new version is made available (patch/update) to correct the discovered problem(s). This activity is linked to Configuration Management, change management (contractor initiated Engineering Change Proposals - ECP), new SW release(s) and Product baseline (PBL) change.

The software maintenance for the purposes of software adaptation to a new environment, or improvement of performance is a software change that enhances the software product. These changes are those that were not in the original design specifications or in the originally released software and are subject to purchaser initiated ECP:

- 1) **Adaptive maintenance:** software maintenance for the purposes of adaptation to a new environment (e.g.: a new environment could be a new type of hardware or a new operating system on which the software is to be run). Adaptive refers to a change necessary to accommodate a changing environment. Adaptive changes include changes to implement new system interface requirements, new system requirements, or new hardware requirements. This is a modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.
- 2) **Perfective maintenance:** software maintenance performed to improve the performance, maintainability, or other attributes of a computer program (e.g.: maintenance that adds new required functions is often referred to as enhancement). Perfective refers to a change that improves the software product's performance. A perfective change might entail providing new functionality improvements for users or reverse engineering to create maintenance documentation that did not exist previously or to change existing documentation. This is a modification of a software product after delivery to improve performance or maintainability.

The software maintenance is classified in four levels generally known as SL1, SL2 SL3 and SL4.

- 1) Software Organizational Maintenance Level 1 (SL1) is software maintenance carried out with the same characteristics highlighted for HL1. SL1 are those functions/tasks in support of the on-site software that are within the capabilities of site maintenance personnel. This includes software failure recovery by the application of simple diagnostics, or site maintenance personnel initiated restart.
- 2) Software Organizational Maintenance Level 2 (SL2) is software maintenance carried out with the same characteristics highlighted for HL2. E.g.: software settings, simple software customizations (per site/instance), software reloading/installation with automated or detailed procedures reported in the TMs, execution of scripts, and management of users/profiles. SL2 are those functions/tasks in support of the on-site software that are within the capabilities of a System Administrator.

- 3) Software Intermediate Maintenance Level 3 (SL3) is software maintenance carried out with the same characteristics highlighted for HL3. E.g.: software/firmware fine tuning (per site/instance), software/firmware bugs recording and reporting, software/firmware troubleshooting including Operating Systems. SL3 (on-site intervention) comprises those functions/tasks in support of the on-site software that require specialist intervention (software System architects, SW programmers, experienced Systems' Administrators, Network specialists). The tasks can be performed either by software personnel visiting the site or by remote diagnostics if enabled by the product.
- 4) Software Depot Maintenance Level 4 (SL4) is software maintenance carried out with the same characteristics highlighted for HL4. E.g. software/firmware debugging, re-coding and testing (both in simulated and emulated environments), software/firmware patches creation and deployment. The tasks can be performed by software engineers in properly configured environments (software development and testing facilities) under strict Configuration Control.

e)a) HL and SL are generally combined for HW intensive systems: when HW maintenance is required and SW shall be reloaded/set on replaced MSI/MRI, the maintenance level associated to the HW (HL) is also associated to the relevant SW (SL) and the activities are combined, detailed in the TMs and associated to the same personnel in the Support organization.

E.2 Support Concept and Support Levels definition

E.2.1 Definitions

The Support Concept is linked to the Maintenance concept and operation under the constraints dictated by the support organization (e.g. how NCI Agency is organised).

Maintenance concept	Support Concept	Product Support
Product related	Maintenance organization related	Project related
Level of maintenance (HW and SW)	Level of support	Maintenance policy
HL1-4 / SL1-4	<i>typically</i> LoS1-4	
Complexity of the maintenance task related to actions of different technical complexity	Roles and responsibilities of the different support stakeholders	Maintenance levels carried out at different positions of the maintenance organization

The support concept is organization-related operation and maintenance: support and support levels indicate the different roles, skills and tools and the escalation process in place in an organization.

The interrelationship between the support levels/activities (maintenance organization-related) and the maintenance levels/activities (product-related) to be applied for the maintenance of each item into the system is the maintenance policy.

When capabilities are procured, the Contractor is able to design, develop and deliver the relevant system and apportion the maintenance tasks in accordance with their inherent complexity and in accordance with the maintenance concept; this apportionment, driven by the NCI Agency provided maintenance concept, shall then be allocated to NCI Agency support organizational elements.

If the Support Levels are not fully mapped/linked with the Maintenance Levels (e.g. the Contractor provided Maintenance Task Analysis), then “what shall be done by whom” in NCI Agency organization will be unknown.

The allocation of maintenance tasks to the support tasks (and therefore to the support organization at different levels of responsibility) is partially done by the contractor but shall be under the NCI Agency coordination among the main stakeholders involved in the delivery of training services.

Contractors generally define, tailor (design), develop and implement/deliver capabilities based on industry standards and eventually by customising products they have already in their catalogues: the “general” maintenance and operation activities are linked to the complexity of the capability and to the main functions such capability can deliver, therefore Industry is linked to Maintenance and Operation and not to Support and Use.

Being IPS product related, all the aspects relevant to support training (support organization related) will be defined jointly with other NCI Agency organizational elements (e.g. NCI Academy, NCI Centres) in order to correctly allocate the maintenance tasks to the right support organization teams.

Further definitions follow [IEC 60050]:

- 1) Support Concept – a description that provides general considerations, constraints, and plans for interim and long-term sustainment of the item under analysis. The support concept is generated in the IPS element, "Product Support Management".
- 2) Maintenance support performance (execution of support) – 191-02-08: the ability of a maintenance organization, under given conditions, to provide upon demand, the resources required to maintain an item, under a given maintenance policy. [Note: the given conditions are related to the item itself and to the conditions under which the item is used and maintained.]

E.2.2 Support concept

A Support Concept is a definition of the support objectives (scenarios) in relation with maintenance levels, maintenance support and their interrelationships.

The support concept has the scope to translate the product-centric complexity, constraints and limitations into a fully sustainable support organization and System/Capability.

For specific “products”, support organizations might be quite similar if defined and developed following known frameworks (e.g. ITIL) or standards (e.g. ISO 20000); however, support organizations might be quite heterogeneous if the systems/capabilities to be maintained (supported) are of different types (e.g. encompassing the full C4ISR products family).

In addition, even applying consolidated support concepts based on pre-defined support levels, what shall be done in any case is the mapping of the organizational support teams to the support levels that, in turn, shall be mapped with the maintenance levels (see Annex A).

What follows below defines the support levels in accordance with ITIL V.3 framework and ISO 20000 and applies to NCI Agency for IT-intensive (centric) products.

There are four support levels and a level zero performed by the users that normally initiate the troubleshooting for the corrective maintenance.

- 1) **First level support** (on-site, non-specialised):
 - a) It consists of simple routine administration and activities. This level is user facing and is the first line of technical support. A single point of contact inside the NCI Agency central Service Desk is provided to

customers for the implemented services. The Service Desk will log, categorise, prioritise, diagnose and resolve incidents within the boundaries of their training and permissions. The pertinent NCI Agency CIS Support Units (CSUs) carry out this level of support, in coordination with the NCI Agency Centralised Service Desk.

- b) The 1st Level Support Process implements the Incident Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent;
- c) As part of the Incident Management, the Service Desk receives the issue from the user, puts it into a standard format (Trouble Ticket, TT), performs an initial assessment and distributes it to the predefined actors to solve it.

2) **Second level support** (centralised)

- a) It provides escalated technical support to incident investigation and diagnosis. This level delivers advanced expertise to process services related to centralised system operations, fault isolation, system administration, management of maintenance services, system configuration, including reconfiguration of data sources and data connectivity to restore operations, assistance to first level and on-site support. This level performs end-to-end service monitoring and takes actions to resolve the incident and recover the services impacted.
- b) The 2nd Level Support Process implements the Problem Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent;
- c) The Problem Management process receives the TT from the Service Desk and performs the following tasks:
- d) Re-evaluation of TT category, criticality and priority,
- e) Identification of the root cause of the issue (e.g. by issue replication testing),
- f) Identification of workarounds,
- g) Identification and initial planning of possible short, medium and long-term solutions (e.g. Workarounds, Patches, or new Baseline or CI Releases),
- h) Create Problem Analysis Report and Change Request (CR) incl. schedule of implementation, and synchronisation with the Baseline Maintenance process;
- i) Presentation of the Problem Analysis Report and CR to the Change Control Board (CCB) for approval,
- j) Monitor and Control the approved CR during implementation,
- k) Trigger 3rd Level Support and/or 3rd Level Maintenance process to implement the CR;
- l) Perform the post- CR implementation review.

3) **Third level support** (centralised)

- a) consists of central service management, central problem isolation and resolution, system-level maintenance, local repairs or spares provision, and management of deficiencies and warranty cases, beyond the capability of the second level support.

- b) The 3rd Level Support Process implements the Deployment and Release Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.
- c) The Deployment and Release Management process receives the approved Change Request from the 2nd Level Support and performs the following tasks:
- d) Release of the solution (release unit/record)
- e) Development of the solution (e.g. new CI Fix, Repair, Replacement, Patch, or Release),
- f) Testing of the solution (e.g. Regression testing, issue/deficiency replication testing),
- g) Update of Baseline content and status,
- h) Delivery and deployment of the solution.
- 4) **Fourth level support** (OEM/vendor)

It consists of off-site factory/vendor problem resolution and maintenance, beyond the capability of third level support.

E.3 Maintenance policy

NCIA and the contractor will contribute to the following mapping to correlate the support levels/activities (maintenance organization-related) and the maintenance levels/activities (product-related) to be applied for the maintenance of each item.

Table 8-3 – Maintenance vs support Mapping

System name:		[SystemName]	Support				Use
			Level 1 (L1S)	Level 2 (L2S)	Level 3 (L3S)	Level 4 (L4S)	
			Junior Tech	Senior tech	Sys Admin	OEM	
Operation							
Maintenance	Level 1	Hardware Level 1 (HL1M)					
		Software Level 1 (SL1M)					
	Level 2	Hardware Level 2 (HL2M)					
		Software Level 2 (SL2M)					
	Level 3	Hardware Level 3 (HL3M)					

Level 4	Software Level 3 (SL3M)							
	Hardware Level 4 (HL4M)							
	Software Level 4 (SL4M)							

E.3.1 Operation and operators

In accordance with (IEC 60050), operation is the combination of all technical and administrative actions intended to enable an item to perform a required function, recognizing necessary adaptation to changes in external conditions.

To this extent operation is an enabling function and not a restoration function (is it not maintenance); in addition operation focuses on the (system/capability) required functions in a changing “environment” therefore it is intended to act on such functions by enabling, disabling, tuning, tweaking, optimising, changing and adapting such functions if and when required to answer, for example, to service demand changes.

So, in general, an operator (implementing the operation role) ensures that a capability is properly delivering its functions by monitoring, controlling, responding and setting the system in accordance with the required functions and current conditions.

In certain organizations (especially IT), this role is often associated to systems Administrators but generally a SysAdmin role is different and falls in the maintenance domain and not in the operation domain: a SysAdmin is able to administer the System and not (necessarily) to work on its functions.

Example: for a Surveillance Radar, the operator is the role responsible for enabling/disabling sectors, changing thresholds, changing operational modes etc. using an operator console (most of the times remoted w.r.t the Radar) where all the functions of the radar can be modified and optimised.

The system/capability operator is quite different from the system/capability user as well. The user benefits (directly or indirectly) from the functions delivered by the capability but is not an operator and might not know anything about the system functions optimization.

Being IPS product related, all the aspects relevant to operators training (system functions related) will be defined jointly with other NCI Agency organizational elements (e.g. NCI Academy, NCI Agency Centres).

E.3.2 Users and users’ needs

Although apparently linked to operators, the main document describing the users’ needs is the CONOPS (Concept of Operations).

A CONOPS "describes the proposed system in terms of the user needs it will fulfil, its relationship to existing systems or procedures, and the ways it will be used. CONOPS can be tailored for many purposes, for example, to obtain consensus among the acquirer, developers, supporters, and user agencies on the operational concept of a proposed system. Additionally, a CONOPS may focus on communicating the user's needs to the developer or the developer's ideas to the user and other interested parties" [Data Item Description DI-IPSC-81430].

CONOPS are complex documents that shall describe one or more systems composing one or more capabilities, their mission, operational scenario, interfaces, constraints, functionalities, quality elements, support organization associated to maintenance concept etc.

Not always a CONOPS is available or can be provided to contractors or is worth to be used by contractors for certain systems (or part of): in these cases, the contractual documents shall either provide an excerpt of the CONOPS or describe the essential elements required by the Contractors for building the right system (fit for use) and not only the system right (fit for purpose).

It shall be noted that there is a clear line of demarcation between operators and users: users are those elements in an organization that take benefit from the services delivered by the capability or benefit from its functions.

Example: for a Surveillance Radar, the Users are the Air Traffic Controllers (ATC) that generally have no knowledge about Radar Operation (e.g. how to set different radar modes, enable/disable functionalities etc.) or Radar maintenance or support.

Being IPS product related, all the aspects relevant to users' training (doctrinal) will be left to other NCI Agency organizational elements (e.g. NCI Academy).

Appendix F Key Personnel Requirements

[1] Table below lists the key personnel and required certification experience to be met. In exceptional circumstances, extensive relevance experience may be considered in lieu of official certificates.

No.	Key Personnel	Requirements
1	Project Manager	<p>Responsible for project management, performance and completion of tasks and delivery orders. Establishes and monitors project plans and schedules and has full authority to allocate resources to insure that the established and agreed upon plans and schedules are met.</p> <p>Manages costs, technical work, project risks, quality, and corporate performance. Manages the development of designs and prototypes, test and acceptance criteria, and implementation plans.</p> <p>Establishes and maintains contact with Purchaser, Subcontractors, and project team members.</p> <p>Provides administrative oversight, handles contractual matters and serves as a liaison between the Purchaser and corporate management.</p> <p>Ensures that all activities conform to the terms and conditions of the Contract and Work Package procedures.</p>
1.1	Certification	<p>Degree in management, engineering, or business administration.</p> <p>Formal certification through Project Management Institute or equivalent source.</p>
1.2	Experience	<p>At least seven years in communication and information systems design and project management. At least two years as the project manager for an effort of similar scope, preferably including the application of a formal project management methodology such as PRINCE2.</p>
2	Technical Lead	<p>Performs complex engineering tasks and multiple tasks simultaneously. Assists with or plans major research and engineering tasks or programs of high complexity. Directs and co-ordinates all activities necessary to complete a major, complex engineering program or multiple smaller tasks or programs. Performs advanced engineering research, hardware or software development.</p>
2.1	Certification	<p>Degree in engineering</p>
2.2	Experience	<p>At least seven years in engineering positions associated with the review, design, development, evaluation, planning and operation of electrical or electronic components, subsystems, or systems for government or commercial use. Member of recognised professional body.</p>

No.	Key Personnel	Requirements
3	Test Director	Directs test planning, design and tools selection. Establishes guidelines for test procedures and reports. Co-ordinates with Purchaser on test support requirements and manages Contractor test resources.
3.1	Certification	Degree in engineering.
3.2	Experience	At least seven years in the design and execution of information systems tests.
4	IPS Manager	Provides support in the development of support documentation to include as a minimum, elements such as support equipment, technical orders, supply support and computer resources support, process of evolving and establishing maintenance/support concepts. Creates and helps execute plans for the Integrated Product Support (IPS) of complex systems. Analyses adequacy and effectiveness of current and proposed logistics support provisions. Supervises the efforts of other logistics personnel in the execution of assigned tasks.
4.1	Certification	Degree.
4.2	Experience	At least seven years in supply and support of information systems. At least five years in support of distributed systems in more than one NATO nation and in international shipping
5	Training Manager	Conducts the research necessary to identify training needs based on performance objectives and existing skill sets; prepares training strategies and delivery methodology analyses; and prepares cost/benefit analyses for training facilities and deliverables. Develops training delivery plan, instructional guidelines, and performance standards and assessment mechanisms. Plans and directs the work of training material developers and coordinates activities with system development staff. Supervises the implementation and adaptation of training products to customer requirements. Conducts the research necessary to develop and revise training courses and prepares training plans. Develops instructor (course outline, background material, and training aids) and student materials (course manuals, workbooks, handouts, completion certificates, and course feedback forms). Trains personnel by conducting formal classroom courses, workshops, seminars, and/or computer based/computer-aided training. Provides daily supervision and direction to staff.
5.1	Certification	Degree.
6.2	Experience	At least three years in the design and development of training for information systems using an Instructional Systems Design approach

No.	Key Personnel	Requirements
		such as the Systems Approach to Training, Performance-Based Training, Analysis, Design, Development, Implementation, and Evaluation (ADDIE), or Criterion Referenced Instruction.
7	Configuration Manager	Establishes and maintains a process for tracking the life cycle development of system design, integration, test, training, and support efforts. Maintains continuity of products while ensuring conformity to Purchaser requirements and commercial standards. Establishes configuration control forms and database.
7.1	Certification	Degree.
7.2	Experience	At least five years experience in specifying configuration management requirements, standards, and evaluation criteria in acquisition documents, and in performing configuration identification, control, status accounting, and audits. At least three years in computer and communication systems development, including physical and functional audits and software evaluation, testing and integration.

Appendix G List of Acronyms

Acronym	Description
ACMP	Allied Configuration Management Publication
ABL	Allocated Baseline
AFPL	Approved Fielded Product List
AHM	Ad-hoc Working Meetings
Ai	Availability intrinsic
Ao	Availability operational
AIL	Action Item List
AQAP	Allied Quality Assurance Publication
BITE	Built In Test Equipment
CAB	Change Advisory Board
CAGE	a Commercial and Government Entity (CAGE) Code
CCAP	Configuration Capture
CCB	Configuration/Change Control Board
CCD	Course Control Documentation
CCT	Configuration Capture Team
CDR	Critical Design Review
CDRL	Contract Data Requirement List
CIS	Communications and Information System
CLIN	Contract Line Item
CLS	Contractor Logistics Support
CMDB	Configuration Management DataBase
CMP	Configuration Management Plan
CMS	Configuration Management System
COI	Community of Interest
COTS	Commercial Off The Shelf
CSA	Configuration Status Accounting
CSCI	Computer Software Configuration Items
CSR	Configuration Status Report
CSSC	CIS Sustainment Support Centre

Acronym	Description
DCIS	Deployable Communications and Information System
DCM	Deployable CIS Module
DIF	Difficulty, Importance and Frequency (DIF) analysis
DSGT	Deployable Satellite Ground Terminal
ECP	Engineering Change Procedure
ECU	Environmental Control Unit
EDC	Effective Date of Contract
EEC	European Economic Community
EMC	Electro Magnetic Compatibility
EMI	Electro Magnetic Interference
ESE	Electronic Security Environment
ESECS	Electronic Security Environment (ESE) Conformance Statement
EULA	End User Licence Agreement
FAS	Functional Area Systems
FAT	Factory Acceptance Testing
FBL	Functional Baseline
FCA	Functional Configuration Audit
FDR	Final Design Review
FMECA	Failure Mode, Effects and Criticality Analysis
FSA	Final System Acceptance
FSP	Forward Support Points
GQA	Government Quality Assurance
HLD	High-Level Design
IEC	International standard from the International Electrotechnical Commission
IEEE	Institute of Electric and Electronic Engineers
ILS	Integrated Logistic Support
IPSP	Integrated Product Support Plan
IPS	Integrated Product Support
IPSP	Integrated Product Support Plan
ISO	International Organisation for Standardisation
ISS	In-Service Support

Acronym	Description
ISSP	In-Service Support Plan
ITSM	IT Service Management
KOM	Kick-Off Meeting
KPI	Key Performance Indicator
LBS	Logistics Breakdown Structure
LLD	Low Level Design
LORA	Level Of Repair Analysis
LOS	Line of Sight
LRU	Line-Replaceable Unit
LSA	Logistic Support Analysis
MIL	Military
MJO	Major joint Operation
MLPP	Multi-Level Precedence Pre-emption
MSI	Maintenance Significant Items
MTBCF	Mean Time Between Critical Failures
MTBF	Mean Time Between Failures
MTTR	Mean Time To Restore
MTTRS	Mean Time To Restore Service
NATO	North Atlantic Treaty Organization
NBD	Next Business Day
NCI	NATO Communications Infrastructure
NCIA	NATO Communications and Information Agency
NCISG	NATO CIS Group
NQAR	NATO Quality Assurance Representative
NRF	NATO Response Force
NSB	NATO Signal Battalion
NSN	NATO Stock Number
OAC	Operational Acceptance Criteria
OBL	Operational Baseline
OCR	Optical Character Recognition
OEM	Original Equipment Manufacturer

Acronym	Description
OPE	Operational Planning Environment
OPER	Operational
OSS	Open Source Software
PBL	Product Baseline
PBS	Project Breakdown Structure
PCA	Physical Configuration Audit
PDR	Preliminary Design Review
PFE	Purchaser Furnished Equipment
PFPP	Purchaser Furnished Property
PFS	Purchaser Furnished Software
PHST	Packaging, Handling, Storage, and Transportation
PIP	Project Implementation Plan
PMO	Programme Management Office
PMP	Project Management Plan
PMS	Project Master Schedule
PMT	Project Management Team
PMTTP	Project Master Test Plan
POC	Point of Contact
POP	Point of Presence
PRM	Project Review Meeting
PRT	Portugal
PSA	Provisional Site Acceptance
PWBS	Project Work Break-down Structure
QAP	Quality Assurance Plan
QAR	Quality Assurance Representative
RAMT	Reliability, Availability, Maintainability and Testability
RBD	Reliability Block Diagram
REF	Reference
RFC	Request For Change
RFD/W	Request for Deviation/Waiver
RMA	Reliability, Maintainability and Availability

Acronym	Description
RMP	Risk Management Plan
RSPL	Recommended Spare Parts List
RTM	Requirements Traceability Matrix
SAE	Society of Automotive Engineers
SAT	Site/System Acceptance Testing
SATCOM	Satellite Communications
SGS	Satellite Ground Station
SGT	Satellite Ground Terminal
SIT	System Integration Testing
SIVP	Security Implementation Verification Procedures
SJO	Small Joint Operations
SME	Subject Matter Expert
SOW	Statement of Work
SRD	Security Related Documentation
SRR	System Requirements Review
SRS	System Requirements Statement
SRU	Shop Replaceable Unit
SSHAR	System Safety Hazard Analysis Report
SSPP	System Safety Program Plan
SSR	Site Survey Report
SSS	Schedule of Supplies and Service
STANAG	Standardization Agreement
STD	Standard
STVP	Security Test and Verification Plan
STVR	Security Test and Verification Report
SWDL	Software Distribution List
TNA	Training Needs Analysis
TRR	Test Readiness Review
TSGT	Transportable Satellite Ground Terminal
TVVA	Test, Verification, Validation and Assurance
UAT	User Acceptance Testing

Acronym	Description
UPS	Uninterruptable Power Supply
USA	United States of America
VCRM	Verification Cross Reference Matrix
VLAN	Virtual Local Area Network
VTC	Video Teleconference
XLS	Microsoft Excel file format
ZIP	File compression format





NATO Communications and Information Agency
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IFB-CO-115415-DSGT

**PROVIDE MULTI-BAND DEPLOYABLE SATELLITE GROUND TERMINALS
(MB-DSGT) POOL**

BOOK II

PART IV

STATEMENT OF WORK (SOW)

Annex A – System Requirements Specification (SRS)

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1 INTRODUCTION

- [1] This System Requirements Specification (SRS) document details the requirements, characteristics and functionalities of a multi band (X and military Ka) Deployable Satellite Ground Terminal (DSGT) further referred to as MB-DSGT.
- [2] The MB-DSGT will support the provision of :
 - 1) NATO forces Beyond Line-of-Sight transmission capability to interconnect NATO deployed Headquarters;
 - 2) A reach-back transmission capability to the Static Headquarters.
- [3] The main purpose of the MB-DSGT is, jointly with third party baseband and modem equipment referred to as Deployable Baseband Augmentation Component (DBAC) provided as Purchaser Furnished Property (PFP), to interconnect Deployable CIS (DCIS) points of presence and the NATO infrastructure networks via military satellite communications in X and Ka band.

1.1 Employment Scenarios

- [4] There are 5 different scenarios and system configurations where the MB-DSGT will be deployed.
- [5] Figure 1-1 shows the first configuration of MB-DSGT with DBAC (providing baseband capability, including modem and remote control & monitoring) supporting DCIS as a standalone terminal:



Figure 1-1 MB-DSGT Employment Scenario 1

- [6] Figure 1-2 below shows the second configuration of MB-DSGT with DBAC for RF and baseband capacity augmentation of the TSGT:

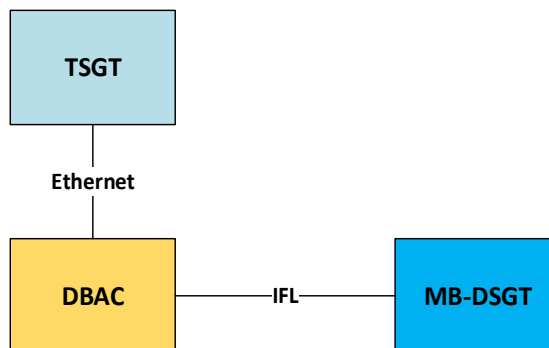


Figure 1-2 MB-DSGT Employment Scenario 2

- [7] Figure 1-3 below shows the third configuration of MB-DSGT without DBAC for RF capacity augmentation of the TSGT:

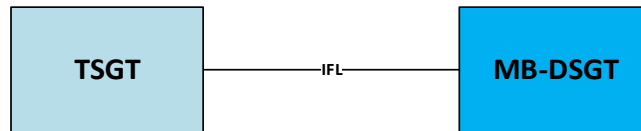


Figure 1-3 MB-DSGT Employment Scenario 3

- [8] Figure 1-4 shows the fourth configuration of two MB-DSGTs without DBAC for RF capacity augmentation of the TSGT:

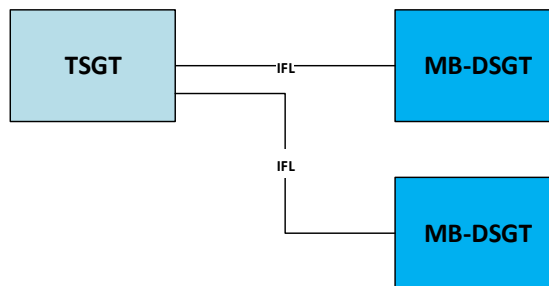


Figure 1-4 MB-DSGT Employment Scenario 4

- [9] Figure 1-5 shows the fifth configuration of MB-DSGTs with the existing legacy modem cases currently in use by existing legacy DSGTs:

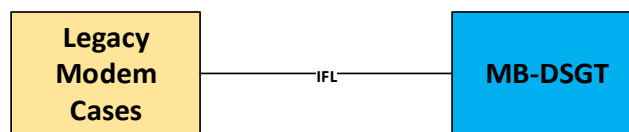


Figure 1-5 MB-DSGT Employment Scenario 5

1.2 Conventions

- [10] Requirements are numbered as SRS-#. Informational text is numbered as [###].
- [11] Statements in numbered lists (i= 1...n) under a SRS-# requirement are to be considered individual requirements under the “shall” statement of the parent requirement. As such, they shall be traced (as SRS-#-i) and be subject to verification individually.
- [12] Information and requirements contained under a “General” heading are applicable to all the elements covered by the corresponding section.
- [13] Requirements are provided at both system-level and subsystem-level. The Contractor shall adhere to these requirements when preparing the Design specification and description.

- [14] Requirements stating a capability to be "implemented" (i.e. "shall implement") shall be understood as requiring the capability to be implemented and configured for use in the delivered system.
- [15] The term "including" as used throughout this Annex is never meant to be limiting - the list that follows is always non-exhaustive.
- [16] Any requirements using the term "target" shall be interpreted as hard constraints to be respected during the design process, with any deviation being subject of agreement by the Purchaser.
- [17] The use of the term "notional" is to be interpreted as guidance only.

2 SYSTEM OVERVIEW

[18] The MB-DSGT has the following basic and supportive functions, to be achieved with the performance stated throughout this document:

- 1) Transmission function
- 2) Reception function
- 3) Monitoring and Control function
- 4) Antenna Control and Tracking function
- 5) Time and Frequency reference provision
- 6) Interfacility over Fiber Link (IFoFL) provision (with PFP such as DBAC, TSGT, legacy modem cases)
- 7) Support to maintenance and testing
- 8) Power Distribution
- 9) Environmental and climatic protection of the equipment

[19] The MB-DSGT in the scope of this project includes the following functional elements, in accordance with the Schedule of Supplies and Services (SSS) of Statement of Work (SOW):

- 1) Antenna subsystem
 - a. Reflector and Feed including Filters, OMT(Ortho Mode Transducer)
 - b. Antenna positioning (pointing and tracking)
 - c. Antenna Control Unit (ACU) and Beacon Receiver
 - d. Mechanics and support structure
- 2) RF components (1 for each frequency band)
 - a. Transmit and receive chain amplifiers
 - b. Up/down frequency converters (could be combined with transmit and receive amplifiers, respectively)
 - c. Other RF components such as (not limited to) splitters, combiners
- 3) Interfacility over Fiber Link (IFoFL), including
 - a. An "outdoor unit", next to the RF part of the MB-DSGT
 - b. An "indoor unit" which will be connected to the PFP housing the modem and baseband equipment and from where the MB-DSGT will be monitored and controlled
- 4) Monitor and Control laptop for local operation of the MB-DSGT (e.g. antenna pointing application, gain setting), maintenance purposes and man-machine interface

- 5) Time and Frequency Reference Subsystem (TFRS), including GPS antenna and its connection
- 6) Power distribution system including UPS and cables
- 7) Ancillaries, transportation boxes, camouflage nets, operation and maintenance tools, weather station, grounding kit, lightning protection.

[20] A notional block diagram of the system is given in Figure 2-1.

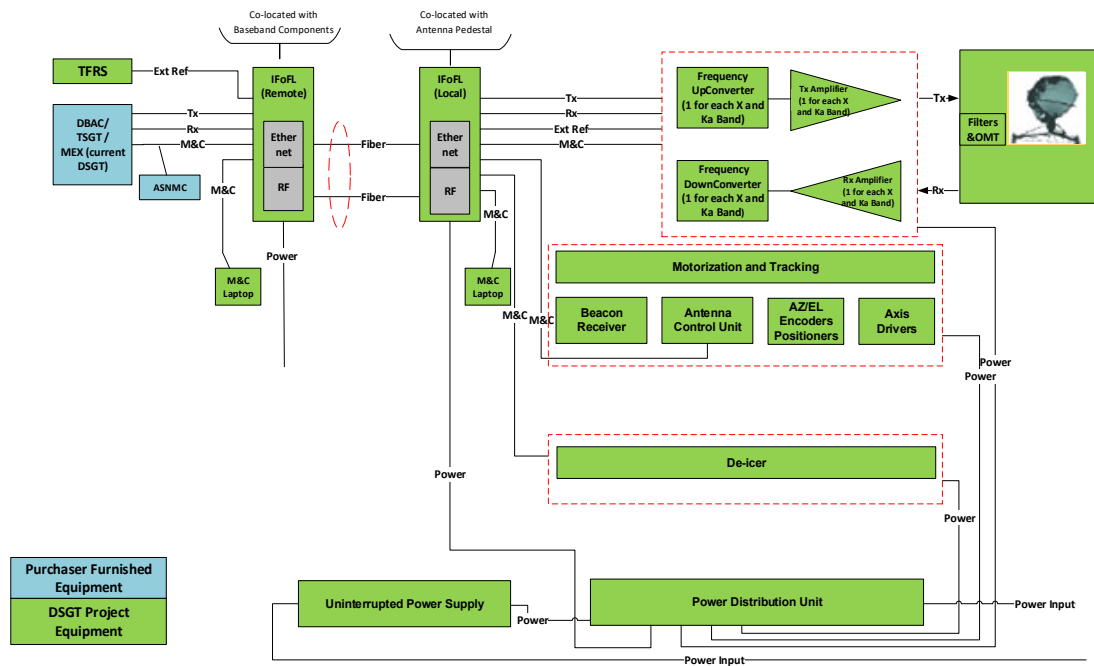


Figure 2-1 Notional Block Diagram of the System

3 REQUIREMENTS

3.1 Functional Requirements

- SRS-1 On the transmit side, the MB-DSGT shall accept a modulated IF (intermediate frequency) signal provided by a third party equipment, provided as PFP, convert it to the specified military bands (X or Ka selectable), amplify it by a power amplifier, and transmit this RF signal to the satellite. The transmission function shall include all of the equipment from the IF input to the RF output.
- SRS-2 On the receive side, the MB-DSGT shall receive the RF signal from the satellite in the specified military bands (X or Ka selectable), amplify it by a low-noise amplifier and convert it to IF signal and provide it to a third party equipment, provided as PFP. The reception function shall include all of the equipment from the RF input to the IF output.
- SRS-3 The transmit and receive functions shall include the carry of the signals exchanged between the modem location and the RF head location through the IFoFL.
- SRS-4 The MB-DSGT shall support multi-carrier operation of satellite communications (protected and non-protected), simultaneously, over different channels (frequencies).
- SRS-5 The MB-DSGT shall be able to operate over X-band satellite channels and over military Ka-band satellite channels. Simultaneous X- and Ka-band operation is not a requirement.

3.1.1 Antenna

- SRS-6 The MB-DSGT shall be capable of simultaneously transmitting RHCP and receiving LHCP in X-band, referred as “normal polarization”.
- SRS-7 The MB-DSGT shall be capable of simultaneously transmitting LHCP and receiving RHCP in X-band, referred as “inverted polarization”.
- SRS-8 It shall be possible for the Operator to switch between normal and inverted polarization in 15 minutes in X-band. Simultaneous normal and inverted polarization is not required.
- SRS-9 The MB-DSGT shall be capable of simultaneously transmitting RHCP and receiving LHCP in military Ka-band, referred as “normal polarization”.
- SRS-10 The MB-DSGT shall be capable of simultaneously transmitting LHCP and receiving RHCP in military Ka-band, referred as “inverted polarization”.
- SRS-11 It shall be possible for the Operator to switch between normal and inverted polarization in 15 minutes in military Ka-band. Simultaneous normal and inverted polarization is not required.

3.1.2 Pointing and Tracking Capability

- SRS-12 The MB-DSGT shall have automatic pointing and tracking capabilities in all frequency bands and with performance parameters referred in environmental conditions defined throughout this document.
- SRS-13 The antenna mount shall support both manual and motorised motion.
- SRS-14 The ACU shall be capable of tracking satellites by monitoring and maximising the level of a received signal, which can be selectable among the satellite beacon (CW or low speed modulated carrier), a similar pseudo-beacon radiated by the satellite, the wide-band signal radiated by the satellite, or the receive signal strength indicator of any modem selected by the operator.
- SRS-15 The antenna pointing shall be adjustable in two-axis with the minimum following parameters:
- 1) Azimuth: AZ (120° range)
 - 2) Elevation: EL (5° - 85°) above the horizon
- SRS-16 The manual pointing shall be adjustable in fine increments in azimuth with minimum 40° range.
- SRS-17 The manual pointing shall be adjustable in fine increments in elevation with minimum 10° range.
- SRS-18 Fine increments shall be such that the pointing loss from boresight does not exceed 0.2 dB in X-band.
- SRS-19 Fine increments shall be such that the pointing loss from boresight does not exceed 0.5 dB in military Ka-band.
- SRS-20 The antenna auto-pointing and auto-tracking system shall allow re-pointing of the antenna in two-axis with a continuous range of motion with the following parameters:
- 1) Azimuth: minimum of 60°
 - 2) Elevation: 5° to 85° above the horizon
- SRS-21 The tracking sub-system shall consist, as a minimum but not limited to, the following elements:
- 1) Antenna Control Unit (ACU) and Beacon Receiver,
 - 2) Axis Drive
 - 3) Axis Control
- SRS-22 The tracking sub-system shall support, as a minimum but not limited to, the following modes of operation:
- 1) Manual – Manually change azimuth and elevation position of the terminal by means of hand crank.

- 2) Semi-Auto – Manually change azimuth and elevation position of the terminal by means of a hand held remote control and external jog assembly or by a virtual interface enabling the ability to manually jog the antenna by commanding its motorised motion devices.
 - 3) Auto – Automatically change azimuth and elevation position of the terminal based on automatically acquired position, date and/or programmed values by the operator.
- SRS-23 The MB-DSGT shall provide all the necessary devices needed to ensure appropriate initial pointing, re-pointing and permanent automatic tracking of a geosynchronous satellite.
- SRS-24 The antenna shall support manual positioning by a single operator in all modes of operation.
- SRS-25 A compass and an inclinometer of sufficient quality and accuracy to aid or verify the initial manual antenna pointing shall be provided. Moreover, for manual pointing, azimuth angle relative to the antenna pedestal shall be able to be read with 1 degree resolution and additional marking every 5 and 10 degrees.

3.1.3 Transmit RF Chain

- [21] The MB-DSGT may provide the amplifier (shall be GaN based) and upconverter as an integrated, block up-converter, which would support the overall RF performance of the system.
- SRS-26 The upconversion frequency range in X-band shall be:
- 1) Output Frequency Range: 7900 – 8400 MHz
 - 2) Input Frequency Range: 950 – 1450 MHz
- SRS-27 The upconversion frequency range in military Ka-band shall be:
- 1) Output Frequency Range: 30000 – 31000 MHz
 - 2) Input Frequency Range: 950 – 1950 MHz
- SRS-28 The upconversion function shall be able to accept external 10 MHz reference input, details of which is given in 3.1.6.
- SRS-29 In case of inavailability of the external frequency reference, the upconverter, amplifier or block up-converter shall be able to automatically switch to internal 10 MHz frequency reference with an accuracy better than ± 30 ppb.
- SRS-30 The upconverter, amplifier or block up-converter shall be equipped with a Tx output signal sampling port.
- SRS-31 The upconverter, amplifier or block up-converter shall have built-in ethernet functionality. Upconverter, amplifier or block up-converter with external ethernet interconnection box shall not be acceptable.

SRS-32 The upconverter, amplifier or block up-converter IF (L-band) input interface shall be 50 Ohm N-type connector.

3.1.4 Receive RF Chain

[22] The MB-DSGT may provide the (low noise) amplifier and downconverter as an integrated, block down-converter, which would support the overall RF performance of the system.

SRS-33 The downconversion frequency range in X-band shall be:

- 1) Input Frequency Range: 7250 – 7750 MHz
- 2) Output Frequency Range: 950 – 1450 MHz

SRS-34 The downconversion frequency range in military Ka-band shall be:

- 1) Input Frequency Range: 20200 – 21200 MHz
- 2) Output Frequency Range: 950 – 1950 MHz

SRS-35 The downconversion function shall be able to accept an external 10 MHz reference input, details of which is given in 3.1.6.

SRS-36 In case of inavailability of the external frequency reference, the downconverter, amplifier or block down-converter shall be able to automatically switch to internal 10 MHz frequency reference with an accuracy better than ± 30 ppb.

SRS-37 The downconverter, amplifier or block down-converter IF (L-band) output interface shall be 50 Ohm N-type connector.

SRS-38 In order to power and trouble-shoot the amplifier and downconversion functions, any necessary specific adapter (such as Bias-Tee) shall be supplied by the Contractor.

3.1.5 Waveguide Equipment

SRS-39 The MB-DSGT shall include waveguide equipment that enables rapid (less than 30 seconds) connection and disconnection without damaging the interconnecting components. No specific tools shall be required for this task.

SRS-40 The MB-DSGT shall provide waveguide protection solutions that would prevent humidity inside the waveguides of MB-DSGT.

SRS-41 Waveguides shall be sealed with RF conductive foils to prevent air ingress and ensure proper electric continuity.

3.1.6 Time and Frequency Reference Subsystem (TFRS)

SRS-42 The TFRS equipment shall provide as a minimum:

- 1) Dual atomic (rubidium or equivalent) frequency standards, with the capability to synchronize the long term stability on GPS signals, with

automatic switch-over. The absence of receiving GPS signal shall not affect the provision of the accurate 10 MHz to all connected equipment,

- 2) A frequency distribution function – The number of 10 MHz signal outputs shall be minimum 4 at a level adjustable between +6 dBm and +16 dBm,
- 3) A GPS receiver, with antenna and cabling (the GPS antenna shall be remote up to 15 meters from the indoor equipment and provided with an interconnecting cable), provided that GPS antenna standing at a location ensuring visibility of a sufficient number of GPS satellites.

SRS-43 TFRS shall provide 10 MHz frequency reference signal with accuracy referred in Section 3.2.4.

SRS-44 When GPS disciplined, the GPS receiver shall meet the following minimum requirements, which include the effects of Selective Availability (SA) of NAVSTAR:

- 1) Receiver inputs: 1575.42 MHz (L1) - C/A (Coarse-acquisition) Code
- 2) Timing accuracy: 300 ns UTC (USNO)
- 3) Acquisition time: Warm start < 5 minutes

Cold start < 20 minutes

- 4) Position accuracy: Spherical error up to 100 metres

SRS-45 TFRS shall provide a time reference signal compliant with IRIG-B 001, 1 pulse-per-second interface.

SRS-46 It shall be possible to select the TFRS provided time as UTC.

SRS-47 It shall be possible to show UTC on the front panel of TFRS.

SRS-48 TFRS shall provide Network Time Protocol (NTP) to synchronise time on ethernet local area network (LAN).

SRS-49 TFRS shall be able to be secured simultaneously both at the front and at the rear when integrated into a 4-post rack.

3.1.7 Monitor and Control (M&C)

SRS-50 All MB-DSGT equipment shall have Ethernet ports for monitor and control functions.

SRS-51 The Ethernet ports shall be the only communication interface for monitor and control functions.

SRS-52 The MB-DSGT shall be SNMP compatible allowing for the use of any 3rd party software applications to remotely manage the terminal.

- SRS-53 The MB-DSGT shall be able to be monitored by any third party application, provided as PFP.
- SRS-54 The MB-DSGT shall be able to provide raw data of the internal status to allow a third party application to fully monitor the system functionality and any performance degradation and perform fault detection and isolation down to LRU level.
- SRS-55 The MB-DSGT shall be able to be configured, monitored and operated without any third party equipment or software, using the M&C laptop and its software, locally or remotely (fibre) connected to the terminal components.
- SRS-56 Using the M&C laptop, the operator shall be able to fully monitor the system functionality and performance and perform fault detection and isolation down to LRU level.
- SRS-57 The following parameters shall be automatically acquired by the system and displayed to the third party software and to the operator within the ACU M&C application or screens :
- 1) The terminal longitude,
 - 2) The terminal latitude,
 - 3) Date and time (refreshed every second) in UTC
- SRS-58 The MB-DSGT shall support manual override or insertion of the parameters given in the requirement above by the operator (and third party software) in case the automatic acquisition becomes unavailable or there is an interference affecting the geo-location process.
- SRS-59 The MB-DSGT shall be able to display the calculated azimuth and elevation to the operators prior of antenna movement to the target position.
- SRS-60 The MB-DSGT shall provide an emergency stop function of the antenna motion, to freeze the antenna motion immediately, and to resume the motion of the antenna at any time. This function shall be available both with the M&C Laptop and the third party M&C software.
- SRS-61 A re-initialisation of the antenna control software shall not induce any motion or repointing of the antenna.
- SRS-62 Alarms shall be provided to detect irregularity in axis motion, obstruction, free-run or over-travel of the antenna motion as part of axis control.
- SRS-63 An alarm shall be provided in case of excessive wind requiring operator contingency action to set the equipment in survival mode.
- SRS-64 An alarm shall be provided for excessive temperature (hot and cold).
- SRS-65 The travel limits of the antenna motion system shall be adjustable by the operator.

- SRS-66 The system shall be equipped with physical travel limits (hardware limit) to prevent damage to the equipment.
- SRS-67 The system shall support pre-limit sensing (software limit) of the electromechanical drive in each axis, in order to bring the antenna reflector assembly to a halt before it reaches the physical travel limit.
- SRS-68 As a minimum, the parameters listed below shall be monitored both by the M&C laptop and the third party M&C software:
- 1) Antenna Subsystem, beacon level, beacon threshold alarm
 - 2) Antenna Subsystem, auto-track status
 - 3) TFRS high level configuration, source selection (GPS signal acquisition, number of satellites, frequency reference internal, locked on the GPS long-term standard), status (lock or unlocked) and alarms (time alarm/freq alarm)
 - 4) UPS, charging / discharging status, AC input parameters (voltage, current, etc.) battery condition
 - 5) Wind speed and external temperature
 - 6) Equipment fault status (for all equipment provided throughout this Contract and specified in this SRS)
 - 7) Equipment Temperature Alarms
- SRS-69 As a minimum, the following parameters shall be monitored and controlled both by the M&C laptop and the third party M&C software:
- 1) Antenna pointing angles (azimuth and elevation relative to true north and relative to the pedestal)
 - 2) Antenna subsystem, beacon frequency, emergency freeze and tracking mode
 - 3) Total output power at antenna input and EIRP
 - 4) Power amplifier functions and status (on, off, gain, output power, mute/transmission status)
 - 5) Transmit gain/loss setting of each device contributing to the gain of transmit chain from IFoFL input to the antenna input
 - 6) Receive gain setting of each device contributing to the gain of receive chain from LNA input to IFoFL output.
- SRS-70 The system shall be able to be remotely monitored and controlled from the DBAC up to 750 meters through IFoFL.

3.1.8 Interfacility over Fiber Link (IFoFL)

[23] The Interfacility over Fiber Link (IFoFL) between the MB-DSGT and DBAC is comprised of a fibre cable assembly and a fiber optic converter set.

SRS-71 The fibre optic converter set shall include an out-door unit (ODU) and an in-door unit (IDU-max 1 RU high and 50 cm depth) with interface panels to host the physical interfaces of the signals.

SRS-72 The IFoFL shall provide 4-strand single mode, OS2 standards compliant, fibre optic cables: one continuous piece of 500 meters, one continuous piece of 250 meters, and one continuous piece of 50 meters.

SRS-73 Each fibre optic cable shall have connectors installed that provide interoperability with the connectors of the fibre optic converter sets as presented on the interface panel of the ODU.

SRS-74 It shall be possible to use the fibre optic cables:

- 1) Separately from each other,
- 2) By joining different lengths of cables whenever required

SRS-75 The fibre optic cables shall be mounted and delivered on cable reels.

SRS-76 The cable reels and fibre optic cables shall be military grade, designed and manufactured for tactical deployment and for outdoor operations.

SRS-77 The fibre optic cable reels shall meet following requirements:

- 1) Heavy duty, ruggedized for field military applications
- 2) Painted with the same colour and type of painting as the transport and transit cases
- 3) Roll-formed channel frame for heavy-duty applications
- 4) Equipped with non-sparking ratchet assembly
- 5) Equipped with declutching arbour to prevent damage from reverse winding
- 6) Equipped with fold-in swivel handles
- 7) Lightweight aluminium structure with protecting frame
- 8) Easy access assured to the inner and outer cable ends
- 9) Equipped with fixings to secure cable ends for transport, handling and storage
- 10) Designed in such a way that the cables can be rolled out and rolled back by maximum of two-person team

3.1.9 De-icer

- SRS-78 A de-icer capability that removes snow and ice from the antenna (reflector(s) and feed) shall be provided.
- SRS-79 The de-icer shall not affect the RF performance of the antenna system.
- SRS-80 The de-icer shall not have a negative impact on the life duration of the antenna.
- SRS-81 The de-icer shall not cause chipping and flaking on the antenna surface.
- SRS-82 The de-icer shall report its ON/OFF status to M&C system in case it is an active component.
- SRS-83 The de-icer shall have its own electrical circuit path separate from the UPS.

3.2 Performance Requirements

- SRS-84 The MB-DSGT shall comply with STANAG-5648 (ratification draft or latest ratified version at the closing date of IFB) or MIL-STD-188-164C, as developed throughout this SRS.
- SRS-85 The system shall have minimum 69 dBW of saturated EIRP in X-band.
- SRS-86 The system shall have minimum 66 dBW of linear EIRP in X-band.
- SRS-87 The system shall have minimum 70 dBW of saturated EIRP in military Ka-band.
- SRS-88 The system shall have minimum 67 dBW of linear EIRP in military Ka-band.
- SRS-89 The single carrier maximum-linear power (or EIRP) shall equal the carrier power (or EIRP) where the first spectral regrowth side lobe (measured at 1.0 symbol rate, expressed in Hz from the carrier center frequency) of the modulated carrier is -30 dBc.
- SRS-90 Two carrier maximum-linear power/EIRP shall equal the maximum combined transmit power of two equal amplitude continuous wave (CW) carriers, when any individual intermodulation product power is -25 dB relative to the combined power of the two CW carriers.
- SRS-91 The system G/T in X-band shall be at least 21 dB/K at 10° elevation at an ambient temperature of 23 °C.
- SRS-92 The system G/T in military Ka-band shall be at least 26 dB/K at 10° elevation at an ambient temperature of 23 °C.

[24] G/T includes the entire reception function contributions.

3.2.1 Antenna

- SRS-93 The Antenna shall be able to operate in the following frequency bands by changing the antenna feed and RF-equipment.
- SRS-94 X-band:
- 1) Tx: 7900 - 8400 MHz
 - 2) Rx: 7250 - 7750 MHz
- SRS-95 Mil Ka-band:
- 1) Tx: 30.000 – 31.000 GHz
 - 2) Rx: 20.200 – 21.200 GHz
- SRS-96 The transmit axial ratio for the system operating in the X-band shall be no greater than 1.0 dB.
- SRS-97 The receive axial ratio for the system operating in the X-band shall be no greater than 1.0 dB.
- SRS-98 The transmit axial ratio for the system operating in the military Ka-band shall be no greater than 1.0 dB.
- SRS-99 The receive axial ratio for the system operating in the military Ka-band shall be no greater than 1.0 dB.
- SRS-100 The radiation pattern of the antenna while both transmitting and receiving shall be in accordance with ITU-R S.580-6.
- SRS-101 The gain of the antenna, G , shall be such that at least 90 percent of the sidelobe peaks do not exceed:
- $G(\theta) = 29-25 \log_{10}(\theta)$ dBi for 1° or $100 \lambda / D_e$ (whichever is larger, up to $2^\circ \leq \theta \leq 20^\circ$)
 - $G(\theta) = -3.5$ dBi for $20^\circ < \theta \leq 26.3^\circ$
 - $G(\theta) = 32-25 \log_{10}(\theta)$ dBi for $26.3^\circ < \theta \leq 48^\circ$
 - $G(\theta) = -10$ dBi for $48^\circ < \theta \leq 180^\circ$
- [25] G = gain relative to an isotropic antenna, θ = off-axis angle in the direction of the satellite referred to the main-lobe axis, D_e = equivalent antenna diameter and λ = wavelength (same units as D_e).
- SRS-102 For the appreciation of SRS-101 above, the angular regions and allowed side-lobe peak excess shall be within the limits as defined below:
- 1 dB for $\theta_{\min} < \theta \leq 7^\circ$, where $\theta_{\min} = 1^\circ$ or $(100 \lambda / D_e)$ degrees, whichever is greater
 - 3 dB for $7^\circ < \theta \leq 9.2^\circ$

- 3 dB for $9.2^\circ < \theta \leq 48^\circ$
- 10 dB for $48^\circ < \theta \leq 180^\circ$

SRS-103 The transmit and receive main lobe axes of the antenna radiation pattern shall be coincident within 0.1° for X band.

SRS-104 The transmit and receive main lobe axes of the antenna radiation pattern shall be coincident within 0.02° for military Ka band.

3.2.2 Transmit RF Chain

SRS-105 The power level of the upconversion function shall be adjustable in steps ≤ 0.5 dB, over a dynamic range of 30 dB.

SRS-106 The up-conversion function shall be such that the input signal level of -20 dBm at IFoFL input leads to maximum linear EIRP.

SRS-107 For any setting of the transmit gain and a constant IF input level, the EIRP in the direction of the satellite shall not vary more than +1.0 dB or -1.5 dB in any 24-hour period. This tolerance, added on a root-sum-square (RSS) basis, includes all system factors contributing to the EIRP variation, including output power level instability and power variations in the direction of the satellite caused by tracking errors referenced to boresight.

SRS-108 The upconversion process shall not induce a frequency error greater than 1 kHz relative to the intended value of the received carrier frequency. Up-conversion frequency accuracy shall be maintained for a 180-day period or more without recalibration.

SRS-109 Departure from phase linearity of the transmission function, when operating at any point up to the maximum linear power, shall not exceed:

- 1) ± 0.7 radians over any 120-MHz for any L-band IF
- 2) ± 0.2 radians over the center 10 MHz for any IF operation.

SRS-110 Amplitude variations of the transmit (uplink) function when operating at maximum linear power shall not exceed the following:

- 1) ± 0.5 dB over any 10-MHz segment across the instantaneous bandwidth.
- 2) ± 1.5 dB over any 120-MHz segment, or any smaller segment, across the instantaneous bandwidth ($10 \text{ MHz} < \text{segment} < 120 \text{ MHz}$).
- 3) ± 1.5 dB for each output frequency band in X (7.9-8.4 GHz) and mil-Ka (30-31 GHz) band.

SRS-111 The sum of the fundamental and all harmonic components of the alternating current (AC) line frequency shall not exceed -30 dBc.

SRS-112 The single sideband sum (added on a power basis) of all other individual spurious components shall not exceed -36 dBc.

SRS-113 The single sideband power spectral density (PSD) of the continuous phase noise component shall comply with the envelope defined in Figure 3-1 below.

SRS-114 If specific points associated with the measured phase noise plot exceed the Figure 3-1 envelope, then the following two conditions shall be met:

- 1) The single sideband phase noise due to the continuous component, when integrated over the bandwidth from 10 Hz to 16 kHz relative to carrier center frequency, shall be less than 3.4° root mean square (RMS) (with a two-sided value of 4.8° RMS).
- 2) The single sideband phase noise due to the continuous component, when integrated over the bandwidth from 1 percent of the symbol rate (Rs) to Rs Hz relative to the carrier center frequency, shall be less than the value obtained when integrating the Figure 3-1 plot over the same limits. This requirement applies to all operational Rs values between 100 Ks/sec and 50 Ms/sec.

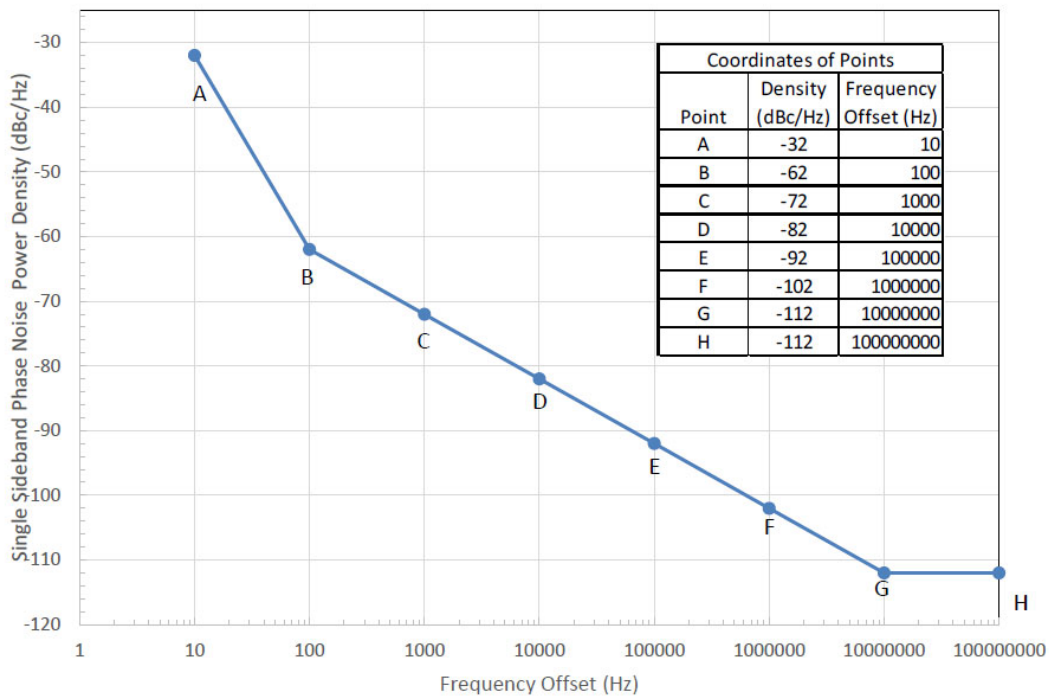


Figure 3-1 Phase Noise- (reference MIL-STD-188-164C)

SRS-115 With the transmit equipment aligned and a CW signal applied to the IF input such that maximum linear power is achieved, or with the array configured to radiate maximum linear power and a CW signal applied to the IF input, extraneous emissions as measured over any 10-kHz bandwidth shall not exceed the following values:

- 1) Transmit band: -60 dBc when measured at the feed. This requirement excludes a 2-MHz band centered on the carrier.

- 2) Non-transmit band: -60 dBc, except for the band $31.0 \text{ GHz} \leq f \leq 33.0 \text{ GHz}$, which shall not be greater than -45 dBc at 31.0 GHz and shall decrease linearly to -60 dBc by 33.0 GHz.
- SRS-116 The level of the second and third harmonics of the transmit carriers shall not exceed -60 dBc when measured at maximum linear power.
- SRS-117 Transmit-to-receive isolation shall be such that there is less than 0.1 dB degradation in specified receive noise density with the transmitter operating at any EIRP level, compared to the receive performance with the transmitter turned off.
- SRS-118 For X-band operation, intermodulation products appearing at the low-noise amplifier (LNA) input in the receive band, due to two equal power transmit carriers transmitting up to the maximum linear EIRP specified under 'Performance Requirements', shall be no greater than -135 dBm.
- SRS-119 No spectral inversion shall exist between any IF input and the antenna output for system operating with non-embedded modems. System with embedded modems shall be interoperable with terminals that do not have embedded modems.
- SRS-120 The IF input impedance shall be nominally 50-ohms, with a VSWR not to exceed 1.5:1 over the specified bandwidth.

3.2.3 Receive RF Chain

- SRS-121 The RF-to-IF gain adjustment shall be at least 20 dB in steps of 1 dB or less.
- SRS-122 For X-band, all reception functions shall be met with the required performance level with the maximum power flux densities (PFDs) as follows:
- 1) -142 dBW/m² in any 4-kHz band in any single carrier;
 - 2) -95 dBW/m² across the entire 500-MHz band.
- SRS-123 For military Ka-band, all reception functions shall be met with the required performance level with the maximum PFDs as follows:
- 1) -112 dBW/m² in any 1-MHz band in any single carrier;
 - 2) -90 dBW/m² across the entire 1-GHz band.
- SRS-124 The receive chain absolute gain shall be sufficient to raise the IF interface noise power spectral density, when pointing to a cold sky away from a geosynchronous satellite at an angle of 30 degrees, to at least -95 dBm/Hz.
- SRS-125 The output impedance at the terminal IF interface shall be 50 ohms, with a Voltage Standing Wave Ratio (VSWR) less than 1.5:1 over the specified bandwidth.

- SRS-126 The down-conversion frequency accuracy shall be within 1 kHz of the intended value for all received RF carriers. Down-conversion frequency accuracy shall be maintained for a 180-day period or more without recalibration.
- SRS-127 The RF-to-IF phase response of the reception function shall not deviate from linear by more than the following amounts:
- 1) ± 0.7 radians over any 120-MHz for any L-band IF
 - 2) ± 0.2 radians over the center 10 MHz for any IF operation.
- SRS-128 Amplitude variations as measured at the system IF output (demodulator input) shall not exceed the following:
- 1) ± 0.5 dB over any 10-MHz segment across the instantaneous bandwidth
 - 2) ± 1.5 dB over any 120-MHz segment or smaller segment across the instantaneous bandwidth (10 MHz < segment < 120 MHz)
 - 3) ± 1.5 dB for each frequency band in X (7.25-7.75 GHz) and mil-Ka (20.2-21.2 GHz) band.
- SRS-129 The sum of all spurious signal power shall be at least 10 dB below the thermal noise power within any 500 MHz bandwidth of interest, when measured across the terminal IF output interface.
- SRS-130 No one spurious signal shall exceed the level of 20 dB below the thermal noise power within 100 KHz bandwidth of interest, when measured across the terminal IF output interface.
- SRS-131 The receive spurious requirements of the previous two requirements shall be met under the following simultaneous conditions:
- 1) Transmitting multiple carriers at the maximum linear power,
 - 2) Receiving two carriers at the maximum input signal level to the LNA.
- SRS-132 Intermodulation level at the output of receive chain shall not exceed -45 dBc relative to the combined power of the two CW carriers applied at a level of -63 dBm each at LNA input.
- SRS-133 No spectral inversion shall exist between any RF input and the IF output of the system.
- SRS-134 For any setting of the receive gain and for a constant PSD level, the reception function output level shall not vary more than ± 1.5 dB in any 24-h period.

3.2.4 Time and Frequency Reference Subsystem (TFRS)

SRS-135 TFRS dimensions shall not exceed the following dimensions:

- 1) Height: 1x44.45 mm- 1 Rack Unit (1U)
- 2) Width: Standard 19 inches (482.6 mm) rack

3) Depth: 500 mm.

SRS-136 TFRS weight shall not exceed 5 kg.

SRS-137 TFRS power consumption shall not exceed 50 Watts.

SRS-138 TFRS shall provide 10 MHz frequency reference signal with an accuracy better than ± 0.1 ppb even in the absence of the GPS signal in all environmental conditions specified throughout this SRS.

SRS-139 TFRS Single Side Band (SSB) phase noise characteristics shall comply with below specifications:

Table 1-TFRS Phase Noise

Frequency Offset	SSB Phase Noise Power Density (dBc/Hz)
1 Hz	-115
10 Hz	-130
100 Hz	-135
1 KHz	-140
10 KHz and above	-140

3.2.5 Interfacility over Fiber Link (IFoFL)

SRS-140 The IFoFL weight (for 750 meter length cable - split into two, one 500 meter and other 250 meter long) shall not exceed 45 kg in total, including the cable reels, handles (foldable or removable) and connectors.

SRS-141 The IFoFL shall not generate more than 0.1 dB degradation (per direction) of the E_b/N_o of the modulated signals transiting through the IFoFL, compared to the signal present at the interface of the outdoor unit of the MB-DSGT.

SRS-142 Intermodulation level at the output of IFoFL shall not exceed -45 dBc relative to the combined power of the two CW carriers applied at a level of -63 dBm each at LNA input.

3.3 Deployability Requirements

SRS-143 The system shall be easily transportable by road, rail, sea, air and rapidly deployed, packed, or redeployed on site.

SRS-144 The system, including all auxiliary equipment such as lashing material, wind tie-downs, grounding and lightning protection system etc., shall be able to be packed into no more than 12 cases and be palletable.

- SRS-145 When the system is packed for transportation, the gross weight of each case shall not exceed 50.8 kg.
- SRS-146 The system shall be able to be loaded and secured on Standard Euro Pallets (Type EUR 1: 1,200 x 800 x 144 millimetres), not exceeding these dimensions.
- SRS-147 The system shall be capable of being transported by air (fixed-wing airplane or helicopter) in un-pressurized compartments, without sustaining damage or prejudicing safety, including restrictions and requirements for transportation of dangerous goods.
- SRS-148 The system shall be able to be loaded and secured on one HCU 463L Air Cargo Pallet (HCU-6/E), that is compliant with MIL-STD-1791C w/Change 1 - 29 December 2017: Designing for Internal Aerial Delivery in Fixed Wing Aircraft (certified for these aircrafts: C-130, C-5, C-27, CH-47, KC-10, C-17, C-9).
- SRS-149 When packed for transportation, the total volume of the cases and enclosures of the system shall not exceed 50% of the loading capacity (interior cargo dimensions) of the following sample vehicle:
- 1) Mercedes Sprinter Van, Standard Length (144WB), Low Roof
- SRS-150 The cases shall be equipped with:
- 1) auto pressure release valves, and humidity indicators visible from outside
 - 2) stacking corners
 - 3) drop handles with return spring and plastic or rubber sheathing
- SRS-151 Pressure release valves shall avoid soaking water into the case. This can occur for example (but not only) due to the negative pressure when a case is rapidly cooled down during rain after being exposed long to the sun.
- SRS-152 Each case, with CIS and/or UPS equipment operating from within the case, shall be provided with adequate air inlets and air outlets to assure required air flow and heat dissipation.
- SRS-153 The air inlets and air outlets shall be protected with removable lids for transport and storage.
- SRS-154 The components in a case shall be mounted on shock absorbers and vibration dampers, or otherwise protected (e.g. custom cut foam), such that the case with mounted components as a whole meets the transport environmental requirements specified in Section 3.7.
- SRS-155 The cases, when fully loaded, shall allow stacking them on top of each other with no damage to housed equipment and the cases itself.
- SRS-156 Cases shall be capable of being secured to anchor points to prevent theft and movement in order to avoid damage during transportation.
- SRS-157 Each case shall be lockable to prevent theft or tampering (e.g. padlock).

- SRS-158 The Contractor shall provide padlocks for each case.
- SRS-159 The padlocks shall have;
- 1) Lock body made from brass
 - 2) Inner components made from non-corrosive materials
 - 3) Stainless steel shackle
 - 4) Precision pin tumbler cylinder
 - 5) 2 keys
- SRS-160 The system, including all its equipment, shall be packaged in such a way as to minimise its physical dimensions.
- SRS-161 The packaging of the system shall prevent any imbalance to its transportation and lifting.
- SRS-162 The complete assembly of components and case shall meet the environmental requirements specified in Section 3.7.
- SRS-163 The power subsystem shall be equipped with a Connectorized Front Panel (CFP), suitable for outdoor operation.
- SRS-164 The CFP shall be removable and re-installable for maintenance or for re-patching of connectors to equipment ports by the Purchaser, without assistance from the Contractor.
- SRS-165 The CFP shall include signal and power interfaces presented on a front panel that is fixed to the case.
- SRS-166 CFP shall be protected by a removable lid for transport and storage.
- SRS-167 Each MB-DSGT shall be equipped with supplementary wind tie-downs to cater for the Environmental Requirements Conditions stipulated in Section 3.7.
- SRS-168 The Contractor shall provide suitable lifting devices for manual lifting and carrying, assuring compliance with ISO 11228-1.
- SRS-169 The Contractor shall ensure that all spares are delivered in reusable packaging. This packaging may also be used for storage of equipment if not used.
- SRS-170 The packing cases shall be capable of being secured to the structure of the vehicle with typical lashing straps with buckle according to the European Standard for lashing EN 12195-1:2010 and EN-12195-2:2001.
- SRS-171 The Contractor shall provide adequate number and type of lashing straps with buckles with torque limiter to prevent excessive lashing that could cause damages to transport cases. The lashing material shall be compliant with EN 12195-1:2010 and EN-12195-2:2001.
- SRS-172 The Contractor shall provide camouflage nets for each MB-DSGT.

- SRS-173 The number of camouflage nets shall be sufficient to cover the entire MB-DSGT in its operational configuration and disguise its shape.
- SRS-174 The camouflage nets shall be composed of disruptive patterning for the European Theatre of Operations (woodland).
- SRS-175 The camouflage nets shall resemble normal foliage in natural conditions and blend into the natural surroundings of the European Theatre of Operations (woodland).
- SRS-176 The camouflage nets shall be in compliance with Allied Engineering Publication AEP-31, Edition 1, 1994: Reference Document of Colors for Disruptive Camouflage for Military Equipment In Use In NATO.
- SRS-177 Camouflage net materials shall be resistant to mould growth and shall withstand limited contamination by the most relevant fungal species listed in Table 1 of AECTP 300 Edition D, version 1, test method 308 without substantial degradation. The mould growth shall manifest as no greater than 'Trace' when tested in accordance with method 308.
- SRS-178 Camouflage net shall be 100% waterproof and shall not become clogged or heavy due to wet or damp conditions
- SRS-179 Camouflage net shall be UV deterioration and infra-red treated, of a non-toxic fabric, but lightweight, strong and durable.
- SRS-180 Camouflage net shall be as quiet and rustle free as possible.
- SRS-181 Camouflage net shall be specially coated to reduce shine and glare.
- SRS-182 Camouflage net shall remain pliable in the extreme environmental conditions the associated MB-DSGT is to be compliant with.
- SRS-183 Special flame retardant treatments shall have been applied to camouflage nets.
- SRS-184 Camouflage nets shall be easily compressed and packed into storage bags for ease of transportation and storage. The use of lightweight modern waterproof textiles is recommended.
- SRS-185 Camouflage net storage bags shall be sized to allow repacking under field conditions.
- SRS-186 Camouflage net shall be provided with all the necessary associated equipment in order to set-up the nets over the MB-DSGT elements and to anchor it. This might include, but is not limited to strings, spikes, arch and bars. All shall be stored with the nets.
- SRS-187 The MB-DSGT system shall continue to meet all requirements specified throughout this SRS (including RF and system performance) while the camouflage nets are fitted on any components of the MB-DSGT.
- SRS-188 The MB-DSGT system shall be designed to minimise the risks of toppling or instability when deployed.

- SRS-189 The set-up time and making operational of the MB-DSGT system shall be less than 1 hour (60 Minutes) by a trained two-person team.
- SRS-190 The set-up time shall start from the time the cases are located on the ground next to a suitable antenna location within line of sight of the satellite and shall include the satellite modems locked at both ends of the link, considering baseband equipment is ready to operate with the connections already done.
- [26] For the appreciation of set-up time requirement, this time assumes that the satellite approximate pointing angles are known, and the satellite path is not blocked by obstacles and anchoring of the antenna is not required due to adverse wind conditions.
- SRS-191 The tear-down time of the system including packaging shall be less than 30 minutes by a trained two-person team.
- [27] Tear-down time shall start from the moment decision is made to switch off the carriers radiated by the system.
- SRS-192 It shall be possible to switch between frequency bands in less than 30 minutes.
- SRS-193 The system shall be capable of unmanned operations after initial set-up, and of being controlled and monitored:
- 1) Locally via Contractor M&C application
 - 2) Distantly by the personnel via DBAC and ASNMC system, which are provided as PFP through another project
 - 3) Remotely from any other location like the NATO Network Control Centre (NNCC) using the PFP that shall be supplied through other projects.
- SRS-194 The system shall be capable of being deployed and packed in environmental conditions for which performance is guaranteed.
- SRS-195 The system shall be capable of being deployed, operated, maintained, and folded on moderately uneven ground such as paved or unpaved road or roadside, grassland, dusty/sandy earth or muddy terrain not necessarily perfectly horizontal, with a slope of up to 5 degrees in any direction.
- SRS-196 The equipment shall be capable of being deployed and packed during winter conditions by operators wearing gloves.
- SRS-197 The systems shall support semi-static deployments up to 1-year long.

3.4 Interface Requirements

- SRS-198 The system shall include all the necessary interconnection cables to support the functional requirements detailed in Section 3.1.
- SRS-199 All connectors, cables, and waveguides shall have a mating connector supplied, exceptions such as N-type and BNC-type connectors shall be subject to Purchaser approval.

SRS-200 The monitoring LEDs shall be coherent throughout all the subsystems of the system, if any.

SRS-201 MB-DSGT shall use metric system for all components and documentation.

SRS-202 Electrical equipment wiring, including color codes, shall be compliant with IEC 60445:2021.

SRS-203 European standards for wiring, including color codes, shall be fully applied throughout the system.

3.4.1 IF and M&C Interfaces

SRS-204 The MB-DSGT shall provide IF (intermediate frequency) over fibre link conversion solution for the Tx and Rx IF connection with the external IF & baseband systems mentioned in Sections 1 and 2.

SRS-205 The MB-DSGT shall provide 10 MHz over fibre link conversion solution for the equipment mentioned in Sections 1 and 2 .

SRS-206 The MB-DSGT shall provide Ethernet over fibre link conversion solution for M&C connection with the external systems mentioned in Sections 1 and 2.

SRS-207 The system shall have the required interfaces to be fully interoperable with below systems, provided as PFP :

- 1) DBACs,
- 2) The legacy DSGT modem cases,
- 3) The 4th generation, multiband TSGTs,
- 4) The existing TSGTs.

SRS-208 The system shall also be interoperable with SATCOM Anchor Components (SACs) over the air.

SRS-209 The MB-DSGT shall provide an L-band duplex interface for at least 500 MHz of instantaneous bandwidth situated in the 950-1450 MHz range for X band with the exact frequency span as required for compatibility with the selected modem.

SRS-210 The MB-DSGT shall provide an L-band duplex interface for at least 1 GHz of instantaneous bandwidth situated in the 950-1950 MHz range for military Ka band with the exact frequency span as required for compatibility with the selected modem.

SRS-211 The IFoFL shall have a 10 MHz (simplex from indoors to outdoors) interface compatible with TFRS detailed in Section 3.2.4.

SRS-212 The IFoFL interface shall provide minimum the following physical interfaces:

- 1) 50 ohm N-type interface for the L-band RF connections, one for each Tx and Rx,

- 2) Two Ethernet, 10/100Base-TX or 10/100/1000Base-T, Auto-MDIX and Auto-Negotiation, RJ45, interfaces for M&C signal. One local and one remote,
- 3) Interface for 10 MHz connections.

SRS-213 Any unused IF and RF connector shall be terminated by 50 Ohms impedance load.

SRS-214 Any copper interfaces presented on interface panels shall be implemented using MIL-DTL-38999 series III based connectors, equipped with dust caps in the receptacle as well as in the cable side.

SRS-215 In case of copper Ethernet interfaces, the MIL-DTL-38999 series III based connector shall have an internal RJ45 connector and a MIL-DTL-38999 series III shell.

3.4.2 Optical Interfaces

SRS-216 Any optical interfaces presented on the external interface panels and all external fibre optic reels shall be implemented using Stratos Lightwave HMA or compatible, 4-channel, straight (i.e. non angled) polish, Jam Nut style bulkhead connectors.

SRS-217 All connectors shall be provided with captive protection caps.

SRS-218 All fibre interfaces and fibre strands shall be single-mode fibre.

3.5 Supportability Requirements

[28] For Reliability, Maintainability, Testability and Availability definitions and methods please refer to:

- 1) MIL-HDBK-338B : Electronic Reliability Design; and
- 2) IEC 61078:2006 : Analysis techniques for dependability - Reliability block diagram and Boolean methods; and
- 3) MIL-STD-756B : Reliability Modelling and Prediction; and
- 4) SR-332 : Reliability Prediction Procedure for Electronic Equipment; and
- 5) HDBK-217Plus; and
- 6) ANSI/VITA 51.1-2013 (R2018) : Reliability Prediction MIL-HDBK-217 Subsidiary Specification ;and
- 7) MIL-HDBK-781 : Reliability test methods, plan and environments for engineering development, qualification and production; and
- 8) MIL-HDBK-470A : Design and developing of maintainable systems; and
- 9) IEC 60812:2018 : Failure modes and effects analysis (FMEA and FMECA); and
- 10) MIL-STD-1629A : Failure Mode Effect and Criticality Analysis.

[29] For Maintenance Level definitions please refer to the "Maintenance and Support Concepts" Appendix E of Statement of Work (SoW).

[30] For Human Engineering design criteria for Logistics Support please refer to MIL-STD-1472G.

3.5.1 Reliability

SRS-219 The system shall be designed such that a failure or removal of a component or item in the system does not cause a physical and/or functional failure of another component or item.

SRS-220 Mean Time Between Failures (MTBF) at system level shall be greater than 4000 hours in Ground Fixed environment (ref. MIL-HDBK-338B), 30°C ambient temperature, using failure rates data at component level for relevant predictions.

SRS-221 Mean Time Between Critical Failures (MTBCF) at system level shall be greater than 5000 hours in Ground Fixed environment (ref. MIL-HDBK-338B), 30°C ambient temperature using failure rates data at component level for relevant predictions.

3.5.2 Maintainability

SRS-222 Mean Time To Repair (MTTR) per relevant Maintenance Levels both Hardware (HLs) and Software including Firmware (SLs) shall be:

- 1) MTTR for HL/SL1 and HL/SL2 < 30 min
- 2) MTTR for HL/SL3 < 120 min

SRS-223 Mean Time To Restore Service (MTTRS) per relevant Maintenance Levels both Hardware (HLs) and Software including Firmware (SLs) shall be:

- 1) MTTRS for HL/SL1 and HL/SL2 < 20 min
- 2) MTTRS for HL/SL3 < 60 min

3.5.3 Testability

SRS-224 Fault Detection (FD) rate shall be greater than 95% through Built-In Test (BIT) capable of on-line detection of failure modes.

SRS-225 Fault Isolation (FI) rate without ambiguity shall be greater than 90% through Built-In Test (BIT) capable to isolate the detected internal function/component in failure.

SRS-226 The Built-in-Test (BIT) shall give a fault indication down to at least the level of LRU.

SRS-227 BIT fault detection and isolation resultant information shall be recorded in electronic logs.

3.5.4 Product Support

SRS-228 Maintenance Levels apportionment for hardware and software including firmware for corrective and unscheduled maintenance tasks weighted with the relevant failure rate shall be:

- 1) [Critical + Non-Critical] Failures for HL1-2/SL1-2 > 80%
- 2) Critical Failures for HL1-2/SL1-2 > 90%
- 3) [Critical + Non-Critical] Failures for HL3/SL3 < 15%
- 4) Critical Failures for HL3/SL3 < 10%
- 5) [Critical + Non-Critical] failures HL4/SL4 < 5%
- 6) Critical Failures for HL4/SL4 = 0%

SRS-229 The annual average hour's workload for preventive and scheduled maintenance (up to HL3/SL3) shall not exceed (x10) 10 times the annual average hour's workload for corrective and unscheduled maintenance (up to HL3/SL3) for critical and non-critical failures.

SRS-230 Maintenance tasks shall not involve more than 2 (two) persons for Organizational Maintenance (Level 2) HL/SL2 or lower.

SRS-231 The SW updates and applying settings shall be Software Organizational Maintenance (Level 2) SL2 or lower.

SRS-232 Replaceable items shall weigh:

- 1) less than 16.8 kilograms (37 pounds) for more than 95% of LRUs with direct accessibility;
- 2) Less than 11.3 kg for more than 99% of the LRUs that are only accessible by removing other components or parts thereof.

SRS-233 Items over 16.8 kilograms (37 pounds) shall be designed for two-person handling.

SRS-234 The combination of BIT and troubleshooting in Technical Publications shall allow for the fault isolation of 100% of detected failures.

SRS-235 The maximum down time when the equipment is deployed shall not exceed 8 hours to fix a fault (i.e.: Unscheduled/Corrective Maintenance due to one critical failure or sequence of non-critical failures that lead to a loss of critical function).

SRS-236 The maintenance plan shall include pre-deployment and post-deployment maintenance actions so that no down time (i.e.: zero hours) due to scheduled maintenance and preventive maintenance is required during deployment.

3.5.5 Parts Obsolescence

SRS-237 The system design shall permit to change a specific functional block maintaining the overall architecture unchanged.

3.6 Power Subsystem Requirements

SRS-238 The system shall have its own UPS which shall provide no-break power supply to the entire MB-DSGT, including the outdoor part of the IFoFL (the indoor part of the IFoFL and TFRS will have its own supply). The de-icer and antenna motors don't need to be on UPS.

SRS-239 The system shall be able to work with external power generator, provided as PFP.

SRS-240 There shall be an Emergency Power Off (EPO) switch to isolate the external mains/generator supply and shut down the UPS.

SRS-241 The EPO switch(es) shall be installed in easy access areas and with no obstructions.

SRS-242 The EPO shall have a Red Mushroom type push button.

SRS-243 The EPO switch shall be protected to prevent any inadvertent operation.

SRS-244 The activation of EPO shall be possible without opening any panels, flaps, doors or any other type of covers with easy access and no obstructions.

SRS-245 The EPO shall conform to the following directives and standards as applicable:

- 1) MD 2006/42/EC
- 2) LVD 2014/35/EU
- 3) IEC 60947-5-5:1997+AMD1:2005+AMD2:2016 CSV;
- 4) IEC 60947-5-1:2016
- 5) ISO 13850:2015
- 6) IEC 60204-1:2016

SRS-246 The total power consumption of all system, excluding the de-icer, shall be below 4 kVA for each frequency band.

SRS-247 The total power consumption of all system, including the de-icer, shall be below 6 kVA for each frequency band.

SRS-248 The UPS system shall be compliant with:

- 1) IEC 62040-1:2017/COR1:2019 Corrigendum 1 - Uninterruptible power systems (UPS) - Part 1: Safety requirements
- 2) IEC 62040-2:2016 Uninterruptible power systems (UPS) - Part 2: Electromagnetic compatibility (EMC) requirements
- 3) IEC 62040-3:2011 Uninterruptible power systems (UPS) - Part 3: Method of specifying the performance and test requirements
- 4) IEC 62040-4:2013 Uninterruptible power systems (UPS) - Part 4: Environmental aspects - Requirements and reporting

- SRS-249 The UPS autonomy shall be sufficient to assure graceful shutdown of all CIS components supported by the UPS. Unless graceful shutdown requires more than ten minutes, the minimum autonomy shall not be less than 10 (ten) minutes under all environmental conditions specified in Section 3.7.
- SRS-250 The UPS system shall protect CIS components from having physical damages in case of the Prime Power and Emergency Power failures.
- SRS-251 The UPS shall have 20% of spare capacity for additional power load maintaining the autonomy as stipulated in SRS-249 above.
- SRS-252 The UPS system shall provide protection against data loss and CIS components damage due to power failures, voltage dips, voltage spikes, undervoltage, overvoltage, switching spikes, interference voltages, frequency changes and harmonic distortion
- SRS-253 The UPS shall meet following requirements:
- 1) On line, double conversion type
 - 2) Auto Select Input Voltage 120V / 230 V, Single phase
 - 3) Nominal output voltage: 230 V \pm 10%
 - 4) Nominal output frequency: 50 Hz \pm 3 Hz
 - 5) Frequency compatibility: 50 / 60 Hz; Supports 50 to 60 Hz and 60 to 50 Hz conversion with no de-rating
 - 6) Power factor: 0.9
 - 7) Total harmonic distortion (THD): < 5% in accordance with IEC TS 61000-3-4
 - 8) System efficiency: > 90% at full load
 - 9) Soft start
 - 10) Zero transfer time
 - 11) Surge suppressor
 - 12) Static bypass for overload
 - 13) Manual bypass for maintenance
 - 14) Battery monitoring
 - 15) Protection against deep discharge of batteries
 - 16) Hot swappable, rechargeable (replacement of the batteries shall be possible without powering down the UPS) and user replaceable batteries
 - 17) The sound pressure level shall not exceed 65 dB(A) at 1 meter distance in accordance with ISO 3746:2010

SRS-254 The UPS batteries shall be provided with Material Safety Data Sheet (MSDS) as required by International Civil Aviation Organization (ICAO), and International Air Transportation Association (IATA) for air transportation of dangerous goods.

SRS-255 The battery MSDS shall confirm the batteries testing and certification according to United Nations publication: 'Manual of Tests and Criteria for Transportation of Dangerous Goods', part III, subsection 38.3, transport class 9.

SRS-256 The UPS system shall include a visual alarm, an audio alarm and a contact closure loop to inform locally and remotely loss of mains power and of low battery power to ensure the timely implementation of the graceful shutdown processes and procedures.

SRS-257 As a minimum, the following commands and control operations of the UPS system shall be possible and accessible right after the removal of the UPS case lid which protects the UPS unit during transportation, storage and handling:

- 1) System OFF
- 2) System on UPS
- 3) System on Static Bypass
- 4) System on Manual Bypass
- 5) Alarm silence switch
- 6) Measurement of:
 - a) Input current
 - b) Input voltage
 - c) Input power
 - d) DC voltage
 - e) DC current
 - f) Output voltage
 - g) Output current
 - h) Output frequency
 - i) Output power
- 7) As a minimum, visual and audible alarms:
 - a) Battery at low level and low voltage
 - b) System on bypass
 - c) Input supply failure
 - d) Overload

- e) High temperature
- f) UPS not answering – communication lost
- g) Logging of previous minimum 50 alarms shall be possible

8) Automatic battery check-up

SRS-258 The UPS system shall signal changes in status towards the management and control environment, as well as critical capacity warnings and visual and audio indications from the UPS itself.

SRS-259 The UPS battery system shall be capable of operating safely in a low ventilation environment.

SRS-260 Minimum operating life-time of the batteries shall be 5 (five) years.

SRS-261 The UPS system shall take single phase Mains/Generator TN-S Supply in accordance with the International Electrotechnical Commission, (IEC) 60038 standard, to power and operate the CIS and non-CIS components.

SRS-262 All components of the electrical system shall comply with the EMC requirements as contained in the directives as applicable:

- 1) Directive 2014/30/EU of the European Parliament and of the Council
- 2) Council Directive 92/31/EEC
- 3) Council Directive 93/68/EEC
- 4) MIL-STD-461G

SRS-263 For all electrical installations and equipment, a formally recognised EC Certificate of Conformity shall be provided.

SRS-264 The low voltage system shall be designed and assembled according to IEC 61439 series.

SRS-265 In order to protect personnel against electrocution and minimize single points of failure in electrical installation, the Contractor shall provide and install adequate number and type of Residual Current Devices (RCDs) in compliance with IEC 61140:2016 and IEC 60364-4-41:2005+AMD1:2017 CSV.

SRS-266 The Contractor shall provide the external power outlet(s) required to provide UPS power to the components. These power outlets shall be protected by Earth Leakage Current Detectors/Circuit Breakers which shall conform to IEC 60364-7-717:2009. These outlets shall be clearly labelled to identify their purpose/function.

SRS-267 The Contractor shall provide and install surge protection devices (SPDs) to protect the electrical system from atmospheric voltage surges (lightning strikes), operating voltage surges, industrial surges and static discharges. The SPDs shall be in compliance with the following standards:

- 1) IEC 61643-11:2011

- 2) IEC 62305:2022 SER
- 3) IEC 61643-21:2000+AMD1:2008+AMD2:2012 CSV
- 4) IEC 61643-22:2015

SRS-268 The equipment shall not be damaged and the CIS equipment shall continue to operate as in normal conditions when subjected to the lightning waveforms conforming to STANAG 4370 edition 6, AECTP 250 - leaflet 254 atmospheric electricity and lightning.

SRS-269 The Lightning Protection System shall be in compliance with IEC 62305:2022 series.

SRS-270 Cabling, connectors and all other outdoor electrical equipment shall be compliant with the climatic conditions of utilisation.

SRS-271 The grounding system shall be designed to comply with TN-S grounding architecture.

SRS-272 In order to improve personal and equipment safety, an adequate grounding and bonding shall be assured through all the connected equipment.

SRS-273 The grounding system shall be compliant with IEC 60364 series.

[31] For reference on grounding MIL-HDBK-419A can be consulted.

SRS-274 Each grounding system shall be supplied with adequate number of grounding rods and a ground rod insertion/extraction tool (for example an extractor with lever).

SRS-275 The Contractor shall provide a measuring device for checking the earth resistance and effectiveness of grounding system for each MB-DSGT.

SRS-276 All electrically supplied CIS and non CIS equipment shall have ground connection through the supply cable (3 poles or 5 poles) and through a dedicated ground stub.

SRS-277 A personal grounding device (i.e. a grounding wristband compliant to IEC 61340-4-6:2015) shall be available for troubleshooting and manipulation of CIS equipment. Each CIS equipment shall be provided with a ground bonding point for the personal grounding of the operator.

SRS-278 European standards for wiring, including color codes, shall be fully applied throughout the system.

3.7 Environmental Requirements

SRS-279 All outdoor equipment (including cases), under any mode (operation, transport, storage and handling) , shall be capable of withstanding environmental conditions specified in this document, without suffering mechanical damages, degradation of functionality and IP (Ingress Protection) integrity of cases.

SRS-280 All outdoor equipment (including cases), under any mode (operation, transport, storage and handling), shall not permit water accumulation in pockets, creases, fissures or depressions that could cause structural damage upon freezing.

SRS-281 The design of cases and components to be housed in them shall assure that no active heating and cooling is required for transport, storage, handling.

SRS-282 All cases, when exposed to environmental conditions as defined in this document, shall assure that equipment housed in them operates (when required to operate inside the case) within respective manufacturer defined environmental specifications.

3.7.1 Temperature/ Temperature Shock/ Solar Radiation and Humidity

SRS-283 The system shall withstand the following temperature ranges:

- 1) Between -32 °C and +49 °C for operation
- 2) Between -34 °C and +71 °C for transport
- 3) Between -34 °C and +71 °C for storage and handling

SRS-284 The system shall withstand a solar radiation ranging up to 1,120 W/m² for operation, transport, storage and handling in the temperature conditions specified in the current section.

SRS-285 The system shall withstand the following change of temperature (temperature shock):

- 1) 13.4 °C/min during equipment switch-on and 0.12 °C/min for steady operation, based on the assumption that no pre-heating is available, and the equipment reaches an operational temperature of 35°C five minutes after being switched on at the lowest possible ambient temperature.
- 2) 0.12 °C/min for natural conditions during transport, storage and handling.

SRS-286 The equipment, in their storage/transport packaging if applicable, shall withstand an instantaneous temperature variation of 63 °C of the ambient temperature.

SRS-287 The system shall withstand humidity levels ranging from 5% to 100 % (saturation) for storage, transport, and handling, with the applicable change of temperature.

SRS-288 The system (excluding TFRS, indoor part of IFoFL and M&C Laptop) shall withstand humidity levels ranging from 5% to 100 % (saturation) for operation, with the applicable change of temperature.

3.7.2 Rain/ Hailstone/ Ice and Snow

SRS-289 The system shall withstand 2.38 mm/min of rain with peaks of 41.5 mm/min, for operation (outdoor equipment only), transport, storage and handling.

SRS-290 The system shall withstand 37 mm of ice for operation (outdoor equipment only), storage, and handling.

SRS-291 The outdoor equipment shall survive hailstones of up to 25 mm diameter and 0.9 g/cm³ density and 58 m/s terminal velocity during operation, transport, storage, handling. The Contractor shall indicate in his design documentation the consequences of such hailstorms and identify the parts and components which may be damaged during such severe hailstorms. The Contractor shall also indicate the specific procedures to be followed in order to avoid such damage immediately before and during such hailstorms, and list the expected necessary spares and tools aimed to repair the equipment.

SRS-292 The system shall withstand snow loads of 50 kg/m² for small devices, and of 100 kg/m² for large devices during operation (outdoor equipment only), transport, storage, and handling.

[32] For the purposes of the previous requirement, cases with their content are considered as the small devices. The antenna, when installed, is considered as the large device.

3.7.3 Water / Particles

SRS-293 The system shall meet the following IP ratings in compliance with IEC 60529:1989 and AMD1: 1999 and AMD2: 2013 CSV - Degrees of protection provided by enclosures (IP Code)

- 1) IP67 for operation, transport, storage and handling for outdoor cables and connectors
- 2) IP65 for transport, storage and handling for cases.
- 3) IP54 for outdoor antennas and associated electronics/mechanisms, when in operation, and IP 65 when in transport, storage and handling.

SRS-294 The system shall withstand the following size and concentration conditions for dust and sand:

- 1) Up to 2.0 g/m³ of 150 µm particles for operation (outdoor equipment only), transport, storage, and handling. Sedimentation rate as high as 2.0 g/m²/day for ODU.
- 2) Average particle hardness of 7 in the Mohs scale, occasionally reaching 9 on that scale.

SRS-295 A cover that protects each connector against mechanical or environmental damage (rain, dust, etc.) during transport or when not in use shall be fitted and permanently attached to all connectors.

3.7.4 Altitude/ Atmospheric Pressure

SRS-296 The system shall withstand the following altitudes:

- 1) 0 to 3000 m for operation
- 2) 0 to 12,000 m for transport
- 3) 0 to 3000 m for storage, and handling.

SRS-297 Within the context of the requirements for altitude, the system shall withstand atmospheric pressures ranging from 1,087 mbar to 503 mbar. (It is assumed that minimum atmospheric pressure on board (pressurized) transport aircraft shall be at least 503 mbar).

3.7.5 Salt Mist

SRS-298 Material shall withstand salt mist environments at severity level 4 of [IEC 60068-2-52:2017] for operation (outdoor equipment only), transport, storage and handling conditions.

3.7.6 Biological and Chemical (BC) Protection/ Contaminants

SRS-299 Material operating outdoor and conditioned in its cases shall withstand occasional contamination by exposure to the contaminant fluids listed in method 504.2 in MIL-STD-810G w/Change 1, 2014]. Selection of the test fluids listed in 504.2 which are representative of those commonly encountered during the life cycle shall be made. At the minimum following fluids shall be selected:

1) For Test Procedure 1:

- Kerosene
- Diesel
- Gasoline
- Propan-2-ol (isopropyl alcohol)
- Denatured alcohol
- De-icing & antifreeze fluids
- Runway de-icers
- Coolant dielectric fluid
- Fire extinguishants

2) For test Procedure 2:

- Turbine fuels (JP-8), kerosene types
- Fuel oil diesel (DL-2) and other Grades
- Simulated sea water or 5% NaCl
- De-icers, Anti-Icing
- NBC Decontamination Kits

SRS-300 Material operating outdoor and conditioned in its cases shall withstand without substantial degradation limited contamination by the most relevant fungal species identified and listed in Table 1 of test method 308 [AECTP 300, Edition D, version 1, 2019], and shall manifest as:

- 1) Trace (scattered, sparse or very restricted microbial growth) for outdoor, shape performing equipment (such as antennas), unless it can be proven that mould growth does not impair device performance.
- 2) Light (intermittent manifestations or loosely spread microbial colonies on substrate surface. Includes continuous filamentous growth extending over the entire surface, but underlying surfaces are still visible) for outdoor exposed enclosures, cables and other non-shape performing-equipment.

SRS-301 While packaged for storage, handling, transport, material shall withstand without substantial degradation limited contamination by the same fungal species, and shall manifest as medium (substantial amount of microbial growth, substrate may exhibit visible structural change) growth severity.

[33] The purpose of the Biological and Chemical (BC) protection system is to stop aerosols and gases from entering the cases.

SRS-302 The system shall provide B/C protection when in storage, transport and non-operating modes.

SRS-303 The system shall also be capable of operating in a contaminated area induced by combat gases and aerosols. The contaminated area conditions shall apply to outdoor units and cases.

SRS-304 Decontamination of the outdoor units and cases shall be possible.

SRS-305 Following exposure to BC contamination, the system shall be able to be packed, transported and further operated after having been decontaminated in a benign area.

SRS-306 All outer surfaces of cases, antennas, cabling and other outdoor equipment exposed to B/C contamination shall be selected for their ability to withstand the effects of both contamination and decontamination.

SRS-307 Materials and auxiliary materials used in surfaces exposed to B/C contamination shall be resistant to BC (according to STANAG 4521 Edition 2) and decontamination agents.

SRS-308 Protection and selection of material guidance given in AEP-07 Edition 5, referred to in STANAG 4521 Edition 2, shall be used as guidance.

3.7.7 Wind

SRS-309 Auto-tracking shall be possible without degradation of performance (up to 0.3 dB for X-band and up to 0.5 dB for Ka-band pointing losses from boresight) in wind conditions up to 10 km/h.

SRS-310 Auto-tracking shall be possible (up to 0.5 dB for X-band and up to 0.8 dB for Ka-band pointing losses from boresight) in wind conditions up to 50 km/h with gusts up to 72 km/h.

SRS-311 Auto-tracking shall be possible without damage, and within herein specified limits of pointing losses from boresight (up to 1.5 dB for X-band and up to 3.0 dB for Ka-band), for wind conditions up to 80 km/h with gusts up to 100 km/h.

SRS-312 The antenna and its tracking system shall survive (deployed but non-operating, transport, storage, and handling) without damage, to wind conditions up to 96 km/h with gusts up to 120 km/h.

SRS-313 The antenna system shall be capable of surviving, without damage, wind speeds of 150 km/h, gusting to 180 km/h after the operator carries out anchoring procedures to be specified by the Contractor.

3.7.8 Mechanical

SRS-314 The system equipment shall withstand 30g, 11 ms, half-sine mechanical shocks for transport, storage, and handling.

SRS-315 The system equipment shall withstand 5-20 Hz, 0.05g²/Hz and 20-150Hz -3dB/Oct (1.7g rms) random vibrations for transport, storage, and handling.

SRS-316 The system equipment when packaged as designed during transportation, whether or not on pallets or platforms, when carried in aircraft, shall be restrained to the following minimum ultimate factors:

- 1) Forward 3.0g;
- 2) Side 1.5g;
- 3) Aft 1.5g;
- 4) Vertical (up) 2.0g

Note: For reference, see STANAG 7213, Edition 1 and its associated ATP-3.3.4.1 Edition A, Version 1 (Tactics, Techniques and Procedures for NATO Air Movements).

SRS-317 The system equipment shall withstand the following accelerations:

- 1) ≤ 10 g for transport
- 2) ≤ 2 g for storage and handling

SRS-318 The system equipment shall withstand a 30° face and corner drop and topple, for transport, storage, and handling.

SRS-319 The system equipment shall withstand the following free-fall conditions for transport, storage, and handling:

- 1) 1000 mm for items < 2 kg,
- 2) 500 mm for items < 5 kg,
- 3) 250 mm for items < 10 kg,
- 4) 100 mm for items < 50 kg,

- 5) 50 mm for items < 100 kg,
- 6) 25 mm for items < 250 kg

SRS-320 In addition, if the equipment is made part of a mechanical setup (e.g. a case), it shall withstand vertical free-falls of the complete assembly from up to 500 mm, when the equipment is properly mounted in its intended position.

3.7.9 Colour

SRS-321 The outdoor equipment shall be Chemical Agent Resistive Coating (CARC) coated in Dark Green (#34082) colour compliant with MIL-DTL-64159B standard (camouflage coating, water dispersible aliphatic polyurethane, chemical agent resistant).

SRS-322 The cases shall be coated in Dark Green (#34082) colour.

SRS-323 The coating shall meet requirements stipulated in STANAG 4360, Edition 3 (2012) and its associated AEPs:

- 1) AEP-64, Edition A, Version 1 (2012)
- 2) AEP-65, Edition A, Version 1 (2012)

SRS-324 Additional colour options (minimum of NATO Bronze Green (RAL6031) and Olive Drab) shall be made available so that a change (per operational requirements) could be made within a timeframe prior to product delivery.

3.7.10 Test Methods

SRS-325 The climatic and environmental tests shall include series of tests conducted in NATO country certified climatic chambers. Those tests shall include as a minimum:

- 1) High temperature
- 2) Low temperature
- 3) Change of temperature (temperature shock)
- 4) Solar radiation
- 5) Humidity
- 6) Ingress protection
- 7) Salt mist
- 8) Acidic atmosphere
- 9) Altitude, pressure
- 10) Combined stress testing

SRS-326 The mechanical tests shall include series of tests conducted in NATO country certified laboratory/testing plant. Those tests shall include as a minimum:

- 1) Shock
- 2) Vibration
- 3) Acceleration
- 4) Drop and topple
- 5) Free fall

SRS-327 Compliance to the above climatic and environmental requirements shall be demonstrated by the following test methods:

- 1) High temperature: MIL-STD-810G w/Change 1, 2014, method 501.6 or AECTP 300, Edition D, version 1, 2019, Method 302
- 2) Low temperature: MIL-STD-810G w/Change 1, 2014, method 502.6 or AECTP 300, Edition D, version 1, 2019, Method 303
- 3) Temperature shock: MIL-STD-810G w/Change 1, 2014, method 503.6 or AECTP 300, Edition D, version 1, 2019, Method 304
- 4) Solar radiation: MIL-STD-810G w/Change 1, 2014, method 505.6 or AECTP 300, Edition D, version 1, 2019, Method 305
- 5) Humidity: MIL-STD-810G w/Change 1, 2014, method 507.6 or AECTP 300, Edition D, version 1, 2019, Method 317
- 6) Rainfall: MIL-STD-810G w/Change 1, 2014, method 506.6 or AECTP 300, Edition D, version 1, 2019, Method 310
- 7) Ice: MIL-STD-810G w/Change 1, 2014, method 521.4 or AECTP 300, Edition D, version 1, 2019, Method 311
- 8) Sand and dust: MIL-STD-810G w/Change 1, 2014, method 510.6 or AECTP 300, Edition D, version 1, 2019, Method 313
- 9) Low pressure (altitude): MIL-STD-810G w/Change 1, 2014, method 500.6 or AECTP 300, Edition D, version 1, 2019, Method 301
- 10) Shock: MIL-STD-810G w/Change 1, 2014, method 516.7 or or AECTP 400, Edition D Version 1, 2019, Method 403 or IEC60068-2-27:2008
- 11) Vibration: MIL-STD-810G w/Change 1, 2014, method 514.7 or AECTP 400, Edition D, Version 1, 2019, Method 401 or IEC 60068-2-64:2008 +AMD1:2019 CSV
- 12) Acceleration: MIL-STD-810G w/Change 1, 2014, method 513.7 or IEC 60068-2-7:1983+AMD1:1986 CSV
- 13) Drop, topple and free fall: IEC 60068-2-31:2008
- 14) IP ratings: AECTP 300, Edition D, version 1, 2019, method 307 for immersion and IEC 60529:1989+AMD1:1999+AMD2:2013 CSV for other requirements

- 15) Salt mist: MIL-STD-810G w/Change 1, 2014, method 509.6, or IEC 60068-2-52:2017, or AECTP 300, Edition D, version 1, 2019, method 309
- 16) Acid atmosphere: MIL-STD-810G w/Change 1, 2014, method 518.2 or AECTP 300, Edition D, version 1, 2019, Method 319
- 17) Contamination by fluids: MIL-STD-810G w/Change 1, 2014, method 504.2 or AECTP 300, Edition D, version 1, 2019, Method 314
- 18) Mould growth (Fungus): AECTP 300, Edition D, version 1, 2019, Method 308.

Note: AECTP 300 and AECTP 400 are part of STANAG 4370, Edition 7.

SRS-328 Any piece of equipment (including cases) used to demonstrate compliancy to the above climatic and environmental tests shall not be part of the delivery.

3.8 EMI/EMC Requirements

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

[35] Electromagnetic interference (EMI), is a disturbance generated by an electrical device, an electronic device or natural sources that can adversely affect (by electromagnetic induction, electrostatic coupling, or conduction) the performance of other electrical or electronic device located within the same environment.

SRS-329 Individual subsystems and equipment shall meet interference control requirements (such as the conducted emissions, radiated emissions, conducted susceptibility, and radiated susceptibility requirements of MIL-STD-461G) so that the overall system complies with all applicable requirements of MIL-STD-464C. Compliance shall be verified by tests that are consistent with the individual requirement (such as testing in accordance with MIL-STD-461G).

SRS-330 Generation of interference by each item of equipment that could result in EMI and susceptibility to emanations from other units, shall be controlled by design provisions that limit undesired emissions and responses.

SRS-331 This control of emanations and susceptibility shall apply to all the frequency ranges, including generated harmonics, spurious emissions, and susceptibilities, utilised by CIS equipments, when performing their intended function in all modes of operation. These modes shall include the normal communications configurations, as well as the test and maintenance configurations that may involve removal of units from their normal physical position.

SRS-332 The materials and construction methods selected for the equipment shall provide inherent attenuation to electromagnetic emanation and susceptibility, to meet the EMI/EMC requirements of this project, without compromising other mechanical requirements imposed by other specifications.

- SRS-333 The Contractor shall ensure that the terminal is designed and manufactured so that the operational integrity and the performance of the terminal shall not suffer degradation due to EMI emanating from other equipment or generated by the terminal itself.
- SRS-334 The Contractor shall ensure that the terminal is designed and manufactured so that it shall not degrade or disrupt the operational integrity and performance of other equipment connected to the terminal or in proximity to the terminal due to electromagnetic emanations or electromagnetic incompatibility.
- SRS-335 All modules and their electronic components shall comply with MIL-STD-461G (Ground), dated Dec 2015 as follows:
- 1) Methods CE102 for conducted emissions (CE)
 - 2) Methods CS101, CS114, CS115, CS116 and CS118 for conducted susceptibility (CS)
 - 3) Methods RE102 for radiated emission (RE) (except TFRS and M&C laptop)
 - 4) Methods RS103 for radiated susceptibility (RS) (except TFRS and M&C laptop).
- SRS-336 The equipment shall comply with Directive 2014/30/EU of the European Parliament and of the Council, of 26 February 2014, on the harmonisation of the laws of the Member States relating to electromagnetic compatibility. In particular, CE marking shall be required, and the corresponding Test Report indicating the technical standards used for the verification shall be provided.

3.9 Safety Requirements

- [36] The Safe Failure Fraction (SFF) is the probability of the system failing in a safe state: the dangerous (or critical) state states are identified from Failure Mode, Effects and Criticality Analysis (FMECA) of the system.
- SRS-337 Functional safety shall be implemented as per IEC 61508 and compliance certification shall be presented to the Purchaser.
- SRS-338 RoHS-2 Directive [2011/65/EU] shall be applied to all system, subsystems and individual components of MB-DSGT. 2015/863 RoHS 2 amendment shall be applied for products placed on the market on or after 22 July 2019.
- SRS-339 Any rotating part such as fans, drive belts, etc., shall be protected to prevent accidental contact by and injury to any personnel during operation and maintenance.
- SRS-340 Projecting and overhanging edges shall be kept to a minimum.
- SRS-341 Edges and corners shall be rounded.
- SRS-342 When rounding of edges and corners is not possible, protective covers shall be applied.
- SRS-343 When protective covers are not possible or not reasonably practical for installation, sharp edges shall be marked with appropriate safety labels and marking.

- SRS-344 When packed, the system shall not include any protruding point which could either be damaged or damage persons or property during transportation.
- SRS-345 The Contractor shall design to ensure protection of the system and its operators against lightning and high potential discharge. Protection measures shall be compatible with the measures proposed for EMI/EMC as described in section 3.8.
- SRS-346 Lightning Conductors for the system shall be provided with all necessary ancillary components, including but not limited to cables, bus bars, ground rods, bolts, washers and cables to enable termination and the tools to hammer the rods in the ground and extract them.
- SRS-347 The grounding cable for Lightning Protection shall be minimum 10 metres long.
- SRS-348 All electric and electronic components / sub-systems shall be ruggedized.
- SRS-349 All connectors shall be ruggedized.
- SRS-350 All power cabling and electrical installations shall comply with European safety rules, including (but not limited to) IEC 61008, IEC 61009, IEC 60950 series, and IEC 60364.
- SRS-351 All cables shall have non-toxic, halogen-free, non-inflammable coating, applying IEC 60332, IEC 62821 series and IEC 60754.
- SRS-352 All electronic equipment shall be protected from electrostatic phenomena in accordance with IEC 61340 series.
- SRS-353 Wires and cables shall be placed, mounted and protected as to prevent contact with rough irregular surfaces and sharp edges and to prevent wear due to vibration.
- SRS-354 Insulating and sheathing compounds of all outdoor cables shall have minimum tensile strength of 12 N/mm² in compliance with IEC 60811-501:2012.
- SRS-355 For the dimensioning of the bending radius of power cables the regulations of VDE 0298, part 3 or equivalent shall be followed.
- SRS-356 All outdoor power and data cables shall be:
- 1) Water resistant,
 - 2) Rodent resistant,
 - 3) Trampling resistant,
 - 4) UV resistant according to EN 50289-4-17:2015 or its IEC, ISO equivalent.
- SRS-357 All outdoor data cables, as minimum, shall meet following requirements:
- 1) Maximum tensile load during installation 1800N,
 - 2) Maximum tensile load during operation 600N,
 - 3) Impact resistance 200 impacts (EIA/TIA-455-25 military req.),
 - 4) Crush resistance 440 N/cm (EIA/TIA-455-41 military req.),

5) Minimum bend radius 90 mm for installation and 45 mm for operation.

- SRS-358 Cable harnesses shall be routed away from heat generating equipment and no wire or cable connection shall be in tension.
- SRS-359 All soldered connections shall be clean and smooth in appearance and shall provide excellent electrical conductivity. The insulation of soldered wires shall not show damage from the heat of the soldering operation.
- SRS-360 Dissimilar metals shall not be used in intimate contact unless suitably protected against electrolytic corrosion.
- SRS-361 All conductors and appropriate hardware shall be rated for the electrical current carrying capacity in accordance with the applicable industry standards.
- SRS-362 Safety markings and labels shall be provided identifying any potential hazards to personnel.
- SRS-363 Safety markings shall be readily visible during peacetime operation and maintenance conditions, commensurate with the need for "camouflage" during operation or transportation during "crisis" or "wartime" conditions.
- SRS-364 Appropriate notices and markings on equipment shall be provided with special reference to points where dangerous temperatures and voltages may be encountered and where precautions are to be taken against radiation hazards.
- SRS-365 Appropriate notices and markings on equipment shall be provided with special reference to heavy equipment and specific handling guidance.
- SRS-366 Warning markings shall be as permanent as the normal life expectancy of the equipment on which they are affixed and shall be placed as close as possible to the point of danger.
- SRS-367 No hazardous materials (of any kind) shall be used in the construction of the equipment.
- SRS-368 All matters of safety including but not limited to hot surfaces, mechanical hazards, electrical shocks and radiation hazards shall be fully and clearly addressed in the user operations and technical manuals.

3.10 Security Requirements

[37] The below requirements are valid for M&C Laptop.

- SRS-369 Basic Input/Output System (BIOS) / Unified Extensible Firmware Interface (UEFI) shall be accessible only by authorized privileged users.
- SRS-370 Security patching of BIOS/UEFI firmware shall be possible.
- SRS-371 Security measures shall prevent unauthorized removable storage media being used on the M&C Laptop.
- SRS-372 Protection against malicious code shall be deployed.

- SRS-373 The anti-malware solution shall use more than signature based detection.
- SRS-374 The content of removable storage media obtained from external CIS shall be checked for malware before it is made accessible to users or other services on M&C Laptop for the first time.
- SRS-375 The authenticity and integrity of software and firmware shall be verified before installation.
- SRS-376 The execution of applications shall be controlled in order to ensure authorized execution.
- SRS-377 Bespoke applications handling NATO information shall be developed following a defined Secure Software Development Life Cycle process which ensures security is taken into account during the design, deployment, and operation phases of the application lifecycle.
- SRS-378 Applications in scope of above requirement shall be developed to employ data input and output sanitisation controls.
- SRS-379 Operating system and applications shall be approved by Security Accreditation Authority (SAA).
- [38] Already approved Operating systems and applications can be found on the NATO Approved Field Product List (AFPL) (available upon request).
- SRS-380 If a software not on the AFPL is foreseen to be used, the contractor shall undergo the NATO official process to have the tool added on AFPL and approved by SAA.
- SRS-381 Software shall be used under following conditions:
- 1) Supported with security patches
 - 2) Do not require an obsolete version of OS, libraries and dependencies to function
- SRS-382 Up to date hardening guidance to Operating System (OS) and configurable applications shall be applied. NATO approved security configuration guides are available upon request.
- SRS-383 Outside of appropriate security area or administrative zone, the M&C Laptop cryptographically shall protect the confidentiality of “data at rest”.
- [39] For the appreciation of the above requirement, the Contractor will consult NATO Information Assurance Product Catalogue website.
- SRS-384 Data loss prevention measures shall be undertaken to detect and prevent potential data breaches.
- SRS-385 Users shall access M&C Laptop using multifactor authentication.
- SRS-386 Authenticator feedback information shall be obscured from the user during the authentication process.

- SRS-387 The M&C Laptop shall store only cryptographically protected passwords. Hashed passwords shall be salted with unique and unpredictable salt per password.
- SRS-388 The Contractor shall harden credential stores and mechanisms (e.g. Windows 10 Enterprise use Microsoft Credential Guard).
- SRS-389 Session lock shall be implemented after 15 minutes of inactivity.
- SRS-390 The M&C Laptop shall enforce a limit of unsuccessful login attempts after which at least one of the following measures is implemented:
- 1) The account is throttled
 - 2) The account or smartcard is locked
 - 3) The account is blocked for a predefined time
 - 4) The device is purged/wiped
- SRS-391 The M&C Laptop automatically shall log account creation, modification, enabling and privilege elevation, disabling and removal.
- SRS-392 The OS logs shall contain as a minimum:
- 1) Authentication events
 - 2) File and object events
 - 3) Export (e.g. upload) and import (e.g. download) events
 - 4) User account events
 - 5) Privilege user events
- SRS-393 Log records shall contain as minimum:
- 1) Timestamp
 - 2) Event, status and/or error codes
 - 3) Service/command/application
 - 4) Name/user(s) or system account(s) associated with an event
 - 5) Device used (e.g. MAC address, source and destination IP address, web browser)
- SRS-394 An authoritative time source for M&C Laptop shall be used. Only privileged user shall be able to change the system time.
- SRS-395 Logs shall be protected from unauthorized access modification and deletion.
- SRS-396 Logging records shall be kept either online or offline for 3 years.
- SRS-397 The M&C Laptop shall have sufficient storage capacity (online supplemented by an offline archive) to meet the above requirement without the risk of over-writing required logging records.

Appendix A Applicable Documents

1. [NATO STANAG 5648] Interoperability of SHF SATCOM Terminals Standard, Ratification Draft or Latest Ratified Version at the Closing Date of IFB (NATO Unclassified).
2. [NATO STANAG 4370] Environmental Testing, Edition 7, 28 November 2019 (NATO Unclassified).
3. [AECTP 250, 2014] Electrical and Electromagnetic Environmental Conditions, Edition C, Version 1 (2014) - leaflet 254: Atmospheric electricity and lightning (NATO Unclassified).
4. [AECTP 400, 2019] Mechanical Environmental Tests, Edition D, Version 1 (NATO Unclassified).
5. [AECTP 300, 2019] Climatic Environmental Tests, Edition D, Version 1 (NATO Unclassified).
6. [2011/65/EU] RoHS-2 Directive of the European Parliament and of the Council on the restriction of the use of certain hazardous substances in electrical and electronic equipment, 8 June 2011.
7. [2015/863/EU] RoHS-2 amendment - Commission Delegated Directive (EU) 2015/863 of 31 March 2015 amending Annex II to Directive 2011/65/EU of the European Parliament and of the Council as regards the list of restricted substances.
8. [IEC 61508] Functional safety of electrical/electronic/programmable electronic safety-related systems.
9. [IEC 60038, 2009] IEC Standard Voltages.
10. [IEC 60529:1989, AMD1:1999 and AMD2:2013 CSV] Degrees of protection provided by enclosures (IP Code).
11. [IEC 60364 series] Low-voltage electrical installations.
12. [IEC 60364-4-41:2005+AMD1:2017 CSV] - Low voltage electrical installations - Part 4-41: Protection for safety - Protection against electric shock
13. [IEC 60364-7-717:2009] - Low-voltage electrical installations - Part 7-717: Requirements for special installations or locations - Mobile or transportable units
14. [IEC 61008 series] Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs).
15. [IEC 61009 series] Residual current operated circuit breakers with integral overcurrent protection for household and similar uses (RCBOs).
16. [IEC 60332:2020 SER] Tests on electric and optical fibre cables under fire conditions.
17. [IEC 60754 series] Test on gases evolved during combustion of materials from cables.
18. [DIN VDE 0298] Application of cables and Cords in Power Installations.
19. [ISO 11228-1:2003] Ergonomics -- Manual handling -- Part 1: Lifting and carrying.
20. [2014/30/EU] Directive of the European Parliament and of the Council on the harmonisation of the laws of the Member States relating to electromagnetic compatibility, 26 February 2014.
21. [93/68/EEC] Council Directive amending Directives 87/404/EEC (simple pressure vessels), 88/378/EEC (safety of toys), 89/106/EEC (construction products), 89/336/EEC (electromagnetic compatibility), 89/392/EEC (machinery), 89/686/EEC (personal protective equipment), 90/384/EEC (non-automatic weighing instruments), 90/385/EEC (active implantable medicinal devices), 90/396/EEC (appliances burning

- gaseous fuels), 91/263/EEC (telecommunications terminal equipment), 92/42/EEC (new hot-water boilers fired with liquid or gaseous fuels) and 73/23/EEC (electrical equipment designed for use within certain voltage limits), 22 July 1993.
22. [MIL-STD-188-164C] Interoperability of SHF SATCOM Terminals, USA Department of Defense Interface Standard, 16 November 2018.
 23. Recommendation ITU-R S.580-6, Radiation diagrams for use as design objectives for antennas of earth stations operating with geostationary satellites, 2004.
 24. [MIL-STD-461G] Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment, USA Department of Defense Interface Standard, 11 December 2015.
 25. [MIL-STD-464C] Electromagnetic Environmental Effects Requirements for Systems, USA Department of Defense Interface Standard, 1 December 2010.
 26. [MIL-STD-810G w/Change 1] Environmental Engineering Considerations and Laboratory Tests, USA Department of Defense Interface Standard, 15 April 2014.
 27. [MIL-HDBK-419A] Military Handbook, Grounding, bonding and shielding for electronic equipments and facilities, USA Department of Defense, 29 December 1987.
 28. [MIL-STD-1472G] Design Criteria Standard – Human Engineering, USA Department of Defense, 11 January 2012.
 29. [MIL-HDBK-338B] Electronic Reliability Design Handbook – USA Department of Defense, 1 October 1998.
 30. [EN 12195-1:2010] Load restraining on road vehicles. Safety . Calculation of securing forces.
 31. [EN-12195-2:2001] Load restraint assemblies on road vehicles. Safety. Web lashing made from man-made fibres.
 32. [AEP-31, 1994] Allied Engineering Publication, Edition 1, 1994: Reference Document of Colors for Disruptive Camouflage for Military Equipment In Use In NATO (NATO Unclassified).
 33. [IEC 60445:2021] - Basic and safety principles for man-machine interface, marking and identification - Identification of equipment terminals, conductor terminations and conductors
 34. [MD 2006/42/EC] - Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, and amending Directive 95/16/EC
 35. [LVD 2014/35/EU] - Directive 2014/35/EU of the European Parliament and of the Council of 26 February 2014 on the harmonisation of the laws of the Member States relating to the making available on the market of electrical equipment designed for use within certain voltage limits.
 36. [IEC 60947-5-5:1997+AMD1:2005+AMD2:2016 CSV] - Low-voltage switchgear and controlgear - Part 5-5: Control circuit devices and switching elements - Electrical emergency stop device with mechanical latching function.
 37. [IEC 60947-5-1:2016] - Low-voltage switchgear and controlgear - Part 5-1: Control circuit devices and switching elements - Electromechanical control circuit devices.
 38. [ISO 13850:2015] - Safety of machinery — Emergency stop function — Principles for design.
 39. [IEC 60204-1:2016] - Safety of machinery - Electrical equipment of machines - Part 1: General requirements.
 40. [IEC 62040-1:2017/COR1:2019] Corrigendum 1 - Uninterruptible power systems (UPS) - Part 1: Safety requirements.

41. [IEC 62040-2:2016] Uninterruptible power systems (UPS) - Part 2: Electromagnetic compatibility (EMC) requirements.
42. [IEC 62040-3:2011] Uninterruptible power systems (UPS) - Part 3: Method of specifying the performance and test requirements.
43. [IEC 62040-4:2013] Uninterruptible power systems (UPS) - Part 4: Environmental aspects - Requirements and reporting.
44. [ISO 3746:2010] Acoustics — Determination of sound power levels and sound energy levels of noise sources using sound pressure — Survey method using an enveloping measurement surface over a reflecting plane.
45. [ST/SG/AC.10/11/Rev.7] Manual of Tests and Criteria for Transport of Dangerous Goods – Seventh revised edition, United Nations, New York and Geneva, 2019
46. [IEC 61439 series] Low-voltage switchgear and controlgear assemblies.
47. [IEC 61140:2016] Protection against electric shock - Common aspects for installation and equipment.
48. [IEC 61643-11:2011] Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods.
49. [IEC 62305:2022 SER] Protection against lightning - ALL PARTS.
50. [IEC 61643-21:2000+AMD1:2008+AMD2:2012 CSV] Low voltage surge protective devices - Part 21: Surge protective devices connected to telecommunications and signalling networks - Performance requirements and testing methods.
51. [IEC 61643-22:2015] Low-voltage surge protective devices - Part 22: Surge protective devices connected to telecommunications and signalling networks - Selection and application principles.
52. [IEC 61340-4-6:2015] Electrostatics - Part 4-6: Standard test methods for specific applications - Wrist straps.
53. [IEC 60811-501:2012] Electric and optical fibre cables - Test methods for non-metallic materials - Part 501: Mechanical tests - Tests for determining the mechanical properties of insulating and sheathing compounds
54. [EN 50289-4-17:2015] Communication cables. Specifications for test methods - Test methods for UV resistance evaluation of the sheath of electrical and optical fibre cable
55. [IEC 60794-1-2:2021] Optical fibre cables - Part 1-2: Generic specification - Basic optical cable test procedures - General guidance
56. [STANAG 4521, Edition 2] AEP-7, Edition 5 (2012): Chemical, Biological, Radiological and Nuclear (CBRN) Contamination Survivability Factors in The Design, Testing and Acceptance of Military Equipment (NATO Unclassified).
57. [MIL-DTL-64159B] - Detail Specification: Camouflage Coating, Water Dispersible Aliphatic Polyurethane, Chemical Agent Resistant, 24 January 2011.
58. [IEC60068-2-27:2008] Environmental testing - Part 2-27: Tests - Test Ea and guidance: Shock.
59. [IEC60068-2-64:2008 +AMD1:2019 CSV] Environmental testing - Part 2-64: Tests - Test Fh: Vibration, broadband random and guidance.
60. [IEC 60068-2-7:1983+AMD1:1986 CSV] Basic environmental testing procedures - Part 2-7: Tests - Test Ga and guidance: Acceleration, steady state.
61. [IEC60068-2-31:2008] Environmental testing - Part 2-31: Tests - Test Ec: Rough handling shocks, primarily for equipment-type specimens.

62. [IEC60068-2-52:2017] Environmental testing - Part 2-52: Tests - Test Kb: Salt mist, cyclic (sodium chloride solution).
63. [IEC 60950 series] Information technology equipment – Safety.
64. [IEC 62821 series] Electric cables - Halogen-free, low smoke, thermoplastic insulated and sheathed cables of rated voltages up to and including 450/750 V.
65. [IEC 61340 series] Electrostatics.
66. [STANAG 4360, Edition 3, 2012] Specification for Paint Systems, Resistant to Chemical Agents and Decontaminants, for the Protection of Land Military Equipment (NATO Unclassified).
67. [AEP-64, Edition A, Version 1, 2012] Performance Requirements for Paint Systems Resistant to Chemical Agents and Decontaminants, for the Protection of Land Military Equipment (NATO Unclassified).
68. [AEP-65, Edition A, Version 1, 2012] Performance Requirements and Test Method for Paint Systems Resistant to Chemical Warfare Agents (NATO Unclassified).

Appendix B List of Acronyms

Acronym	Description
ACU	Antenna Control Unit
AECTP	Allied Environmental Conditions and Test Publication
AEP	Allied Engineering Publication
ASNMC	Advanced SATCOM Network Management and Control
CIS	Communications and Information System
COTS	Commercial Off The Shelf
DBAC	Deployable Baseband Augmentation Component
DCIS	Deployable Communications and Information System
DSGT	Deployable Satellite Ground Terminal
DTL	Detail
E_b/N_o	Energy-per-bit to Noise Power Density Ratio
EIRP	Effective Isotropic Radiated Power
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EPM	Electronic Protection Measures
GPS	Global Positioning System
HDBK	Handbook
HMA	Hybrid Multi Application
IEC	International Electrotechnical Commission
IFB	Invitation For Bid
IFoFL	Interfacility over Fiber Link
ISO	International Organization for Standardization
LNA	Low-Noise Amplifier
LNB	Low-Noise Block
LRU	Line Replaceable Unit
MTBCF	Mean Time Between Critical Failures
NATO	North Atlantic Treaty Organization
ODU	Outdoor Unit
OMT	Ortho Mode Transducer
PFP	Purchaser Furnished Property

Acronym	Description
RMS	Root Mean Square
SATCOM	Satellite Communications
SHF	Super-High Frequency
SNMP	Simple Network Management Protocol
SRS	System Requirements Specification
STANAG	Standardization Agreement
TCP	Transmission Control Protocol
TSGT	Transportable Satellite Ground Terminal
UPS	Uninterruptible Power Supply
USNO	United States Naval Observatory
UTC	Universal Time Coordinated

Appendix C Required Data of the Terminals to Have Authorization for Satellite Access

Note that the below values shall be provided for all the operating frequency bands of the system;

Parameters	
1	Terminal Name (Manufacturer and Model):
2	Supportable Band(s) (of operation/frequency range) (GHz):
3	Description:
4	Antenna Type: (Mobile, VSAT, Parabolic, Phased array etc)
5	Antenna Diameter (m) to include Effective Elliptical Diameter for flat panel and elliptical antennas:
6	Antenna Efficiency (%):
7	Transmit Reference Frequency (MHz):
8	Reference frequency at which transmit antenna gain is determined (for X and mil-Ka band):
9	TX Antenna Gain at low (dBi):
10	TX Antenna Gain at medium (dBi):
11	TX Antenna Gain at high (dBi):
12	High Power Amplifiers (HPA) Type:
13	Is Linearizer fitted?
14	Is terminal designed to operate in linear or non- linear part of transfer characteristic?
15	High Power Amplifiers (HPA) Maximum Output Power (Watts):
16	High Power Amplifiers (HPA) Maximum Linear Output Power (Watts):
17	Output Backoff from Saturation Constraint (dB), if other than -3 dB from Saturated Power:
18	Identify if the HPA contains a power limiter that prevents operating at maximum output power:
19	Maximum Linear Effective Isotropic Radiated Power (EIRP) (dBW):
22	Transmit EIRP Spectral Density (ESD):
23	Receive Reference Frequency (MHz):

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24	Reference frequency at which receive antenna gain is determined (for X and mil-Ka band):
25	RX Antenna Gain (dBi) - Low frequency
26	RX Antenna Gain (dBi) - Medium frequency
27	RX Antenna Gain (dBi) - High frequency
28	G/T (dB-K) at 10° elevation
29	G/T (dB-K) at 20° elevation
30	G/T (dB-K) at 30° elevation
31	LNA Noise Temperature (K):
32	Maximum Antenna Elevation Angle (deg):
33	Minimum Antenna Azimuth Angle (deg):
34	Tabular and graphical antenna gain pattern (Essential for all antenna with a = ≥50) data are required for both co- and cross-polarization (in decibels-isotropic (dBi)). State if the terminal will use a radome. If so, the pattern data must include radome effects.

The pattern data shall consist of the following:

- Pattern cut plots shall be provided for both transmit (uplink) and receive (downlink) frequencies
- Azimuth pattern cuts at low, mid, high frequencies from -180° to +180°
- Elevation pattern cuts at low, mid, and high frequencies from 0° to +90°
- Ka-band terminal azimuth and elevation pattern cuts shall be made for transmit and receive in both RHCP and LHCP polarizations
- X-band terminals are required to submit pattern cuts for RHCP transmit and receive LHCP receive only
- All tabular pattern cut data shall include angular step sizes no greater than 0.1°
- Tabular pattern cut data shall be presented as individual text files. These files shall be comma delimited and consist of two columns of data. The first column shall be the angular pointing in degrees with 0° equating to boresight. The second column shall be the gain of the antenna in dBi. No other information shall be contained within the file:
 - o XX = band (X or Ka)
 - o fff = frequency (low, mid, high in MHz)
 - o pppp = polarization (RHCP, LHCP)
 - o ll = Uplink or Downlink (ul, dl)
 - o dd = Azimuth or Elevation (az, el)
 - o cc = Co-polarization or Cross-polarization (co, cx)

Required Data of the Terminals to Have Authorization for Satellite

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35	TX and RX Axial Ratio Values. If the terminal will use a radome, Axial Ratio data must include radome effects:
36	Frequency stability (measured maximum frequency delta over 24 hours):
37	Terminal Transmit Polarization (Left-Hand Circular Polarization [LHCP]/Right-Hand Circular Polarization [RHCP]):
38	Terminal Transmit Cross- Polarization Isolation (dB). <i>Note: provide RHCP value for X-band terminals; provide both</i>
39	RHCP and LHCP values for Ka-band terminals:
40	Terminal Receive Polarization (LHCP/RHCP):
41	Terminal Receive Cross-Polarization Isolation Note: If the terminal uses a radome, data must include radome effects. Provide LHCP value for X-band terminals; provide both RHCP and LHCP values for Ka-band terminals (dB):
42	Isolation Loss (dB) (Terminal Specific):
43	Abnormal Atmospheric Loss (dB) (Usually none) (Terminal Specific):
44	Passive intermodulation and Intermodulation levels for multi carrier systems
45	Feed Loss (dB) (Terminal Specific):
46	HPA Stability: For any setting of the transmit gain and a constant IF input level, the EIRP in the direction of the satellite shall not vary more than +1.0 dB or -1.5 dB in any 24-hour period
47	Antenna Pointing Loss (dB) (Terminal Specific):
48	Radome Loss (dB) (Terminal Specific and if not included and identified in antenna patterns):
49	Harmonic Emissions (dBc) (Terminal Specific):
50	Transmit Spurious Emissions – In band and Out of Band (dBc) (Terminal Specific):

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Required Data of the Terminals to Have Authorization for Satellite

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