

NATO UNCLASSIFIED

NCIA/ACQ/2023/06516  
23 January 2023

To : See Distribution List

Subject : **REQUEST FOR QUOTATION (RFQ) – RFQ-CO-115665-LSF  
Amendment 3**

Reference(s) : A. NCIA/ACQ/2022/07054 – NOI-RFQ-CO-115665-LSF dated 29 July 2022  
B. AC/4-D/2261 (1996 Edn)  
C. AC/4-D(2019)0004-(INV) dated 4 July 2019  
D. C-M(2002)49 – NATO Security Policy  
E. AC/4-DS(2022)0010 dated 1 June 2022  
F. AC/4(PP)D/27263-REV2-ADD21-REV1 + COR1  
G. NCIA/ACQ/2022/07334 RFQ-CO-115665-LSF dated 29 November 2022  
H. NCIA/ACQ/2022/07412 RFQ-CO-115665-LSF (AMDT1 and CRs) dated 14  
December 2022  
I. NCIA/ACQ/2022/06477 RFQ-CO-115665-LSF (AMDT2 and CRs) dated 10  
January 2023

Dear Madam/Sir,

- 1) The purpose of this Amendment 3 is to publish the responses to the Clarification Requests (CRs) received.
- 2) Please note the following important information :
  - Book I RFQ Instructions Paragraph 2.3 Quotation Delivery and Quotation Closing sub Paragraph 2.3.1 is revised as follows :

2.3.1 The closing time for the electronic submission of quotations in response to this RFQ is **Tuesday, February 7th, 2023 at 12 :00 Central European Time (CET)**.
  - Book I RFQ Instructions Paragraph 3.5.7 and 4.5.5.1 is revised to include the requirement for the submission of an **unpriced** technical Product Catalogue under the submission of the Offerors Technical proposal.



- Book I RFQ Instruction ANNEX B CERTIFICATES- ANNEX B -10 (2)  
Revised Certificate inserted (as per RFQ Amendment 1)
- 3) As a direct result of Clarification Requests (CRs), the additional information at Enclosure C herein is provided and must be taken into account by the Offeror when submitting their Offer in response to this RFQ.(Enclosure C). New Question under ADMINISTRATION or CONTRACTING A.7 and Answer to TECHNICAL A.1 has also been updated.
  - 4) The closing date for submission of Offers in response to the RFQ is as follows :
    - **12:00 HOURS (CENTRAL EUROPEAN TIME (CET)) ON TUESDAY 7 FEBRUARY 2023.**
  - 5) With the exception of the revisions mentioned herein, including Amendment 1 (Reference H) and Amendment 2 (Reference I), all other RFQ documents remain unchanged from their original version as issued on 29 November 2022 (Reference G).
  - 6) The overall security classification of this RFQ is «NATO UNCLASSIFIED».
  - 7) This RFQ remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
  - 8) This RFQ does not constitute either a financial or contractual commitment at this stage.
  - 9) Offerors are advised that the NCI Agency reserves the right to cancel, withdraw, or suspend this RFQ at any time in its entirety and bears no liability for quotation preparation costs incurred by firms or any other collateral costs if the RFQ cancellation, withdrawal, or suspension occurs.
  - 10) Please send your acknowledgement and receipt of this RFQ Amendment 3 (Enclosure A) and all questions concerning the RFQ to the undersigned at:

Lynne Hurley, Senior Contracting Officer  
E-mail: [RFQ-CO-115665-LSF@ncia.nato.int](mailto:RFQ-CO-115665-LSF@ncia.nato.int)

For the Chief of Acquisition

Lynne S Hurley  
Senior Contracting Officer

Enclosures:

- A. Acknowledgement of Receipt of RFQ-CO-115665-LSF Amendment 3
- B. Book I RFQ Instructions Amendment 3
- C. Clarification Requests - Questions and Answers, Amendment 3
- D. Book II Prospective Contract – Contract Special Provisions – Article 30 KEY PERSONNEL Amendment 3



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**Enclosure A**

**ACKNOWLEDGEMENT OF RECEIPT OF RFQ-CO-115665-LSF Amendment 3**

Date:

Please complete and return within 7 calendar days by e-mail to

[RFQ-CO-115665-LSF@ncia.nato.int](mailto:RFQ-CO-115665-LSF@ncia.nato.int)

We hereby advise that we have received the RFQ-CO-115665-LSF Amendment 3 on ....., together with all the enclosures.

Signature .....

Company .....

Address: .....

POC: .....

Tel.: .....

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E-mail: .....

CLARIFICATION REQUESTS / RESPONSES

Enclosure C

**ADMINISTRATION or CONTRACTING**

<b>Serial Nr</b>	<b>RFQ Book</b>	<b>RFQ Section Ref.</b>	<b>OFFERORS QUESTION</b>	<b>NCIA AGENCY ANSWER</b>	<b>Status</b>
<b>A.1</b>	4	Part II, Section 23	Does XXXXX own XXXXX security clearance transfer to NATO SECRET clearance status? What do we need to do for this process?	NCIA confirms Facility Security Clearance (FSC), for all cases a national clearance is not sufficient it has to be a NATO clearance in place, awarded by the National Security Authority (NSA). An FSC, if required by the contract, can be requested by the Contracting Authority (NCI Agency) direct to the respective NSA. As a reminder, FSCs are required for contracts involving classified information NC and above and it is basically an administrative determination by which an NSA/DSA formally recognizes the capacity or reliability of Contractor's facilities to manage, generate or have access to classified information up to a certain level. Depending on the contract requirements and, subject to national laws and regulations, there may be different types of FSCs, as determined by the National Security Authority who must be contacted for further advice.	Closed
<b>A.2</b>	4	Part II, Section 23	Does XXXXX sub-contractors need to hold NATO SECRET clearance for XXXXX to be awarded?	NCIA confirms Contract Special Provisions Article 23 Security apply to the Prime Contractor and all sub Contractors. This includes FSC and/or individual personal security clearances. All personnel on-site at any NATO facility who require unescorted access to a NATO Class 2 area and/or access to NATO Classified material (NC or above) will require at least a NS clearance. This will be a requirement for the successful Bidder (under any Contract award) as a pre-condition to placing of any Task Orders requiring this level of access.	Closed



CLARIFICATION REQUESTS / RESPONSES

Enclosure C

<b>ADMINISTRATION or CONTRACTING</b>					
<b>Serial Nr</b>	<b>RFQ Book</b>	<b>RFQ Section Ref.</b>	<b>OFFERORS QUESTION</b>	<b>NCIA AGENCY ANSWER</b>	<b>Status</b>
<b>A.3</b>	4	Part II, Section 23	If a subcontractor does not possess NATO SECRET clearance, what is the process for them to be able to handle?	NCIA confirms that in order to handle NS information any sub Contractor will require a FSC- Instructions to obtain this are mentioned in A1. Contract Special Provisions Article 23 Security apply to the Prime Contractor and all sub Contractors. Please contact your National Security Authority for advice and guidance. This will be a requirement for the successful Bidder (under any Contract award) as a pre-condition to placing of any Task Orders requiring this level of access.	Closed
<b>A.4</b>	4	Part II, Section 23	Per BIS in the XX, "My understanding is that after contract award, the Defense Counterintelligence and Security Agency (DCSA) will issue the NATO Facility Security Clearance Certificate and NATO Personnel Security Clearance Certificates that are required to perform the contract and submit the certificates to SHAPE." Can you verify this statement in regards to NATO SECRET?	NCIA confirms that the FSC certificate (if required) will be sent directly to the NCIA once approved by the NSA. Where proof of an individual's security clearance is required for site access etc, the Contractor will be required to submit a Request for Visit (RFV) through their own National Security Authority channels. Once approved by the NSA, the NSA will send direct to the visit location security department listed on the RFV. For routine/unclassified access to site(s) and/or routine delivery of unclassified materials etc, normal local site security visit application requirements and procedures will apply.	Closed

CLARIFICATION REQUESTS / RESPONSESEnclosure C

<b>ADMINISTRATION or CONTRACTING</b>					
<b>Serial Nr</b>	<b>RFQ Book</b>	<b>RFQ Section Ref.</b>	<b>OFFERORS QUESTION</b>	<b>NCIA AGENCY ANSWER</b>	<b>Status</b>
<b>A.5</b>	4	Part II, Section 23	XXXXX has an active XXX clearance. We can show proof. Will that suffice for NATO SECRET clearance.	NCIA confirms for a Facility Security Clearance (FSC), in all cases, a national clearance is not sufficient it has to be a NATO Facility Security Clearance in place, awarded by the National Security Authority (NSA). In line with A1, the declaration that the company meets the NATO FSC requirements will be made by the respective NSA.	Closed
<b>A.6</b>	Covering Letter	Item No 4	We request that the Closing Time for this proposal be extended to Tuesday, 14 FEBRUARY 2023.	NCIA advises there will be no change to the Closing Time for submission of the Offerors proposal to this RFQ. The closing date for submission of Offers in response to the RFQ remains as : 12:00 HOURS (CENTRAL EUROPEAN TIME (CET)) ON TUESDAY 31 JANUARY 2023.	Closed
<b>A.7</b>	Book I	Paragraph 2.3	Petition for a one-week extension of the proposal submission deadline from 31 January to 07 February 2023 for the NCIA RFQ-CO-115665-LSF (Logistics Services Framework).	NCIA confirm a one week extension is granted of the proposal submission deadline which is reflected in this RFQ Amendment 3.  The closing date for submission of Offers in response to the RFQ is : 12:00 HOURS (CENTRAL EUROPEAN TIME (CET)) ON TUESDAY 7 FEBRURY 2023.	Closed





CLARIFICATION REQUESTS / RESPONSES:

Enclosure C

TECHNICAL					
Serial Nr	RFQ Book	RFQ Section Ref.	OFFERORS QUESTION	NCIA AGENCY ANSWER	Status
A.1	Book I- Quotation Instructions	RFQ Section Ref. 3.5.7	Is the 30 Page “Product Catalogue” to be included with the Technical Proposal?	<p>NCIA confirms the <u>Technical</u> details of the 30 Page “Product Catalogue” must be included with the Offerors RFQ Technical Proposal (<u>excluding any Price detail</u>). <b>Book I RFQ Instructions Paragraph 3.5.7 and 4.5.5.1 includes reference to the requirement for Offerors to submit an “unpriced” <u>technical</u> Product Catalogue under this RFQ Amendment 3.</b></p> <p>The successful Contractor will work with the Purchaser to finalise the Product Catalogue prior to its launch (inclusive of Price detail and Technical detail) upon Contract award.</p>	<p>Closed</p> <p>Updated 23 January 2023 - Closed</p>

**NATO Communications and Information Agency**



**RFQ-CO-115665-LSF  
BOOK I**

**REQUEST FOR QUOTATION (RFQ) INSTRUCTIONS**

- Provision of -

**Logistics Services and Associated Support**

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## 1. SECTION I - INTRODUCTION

- 1.1 The purpose of this Request for Quotation (RFQ) is to establish one Indefinite Delivery Indefinite Quantity (IDIQ) Contract for the provision of Logistics Services and Associated Support for a basic period of three (3) years plus two 12-month option periods. The following scope will be covered by the resulting Contract(s), referred hereafter as Sections of the Statement of Work (SOW) and the Schedule of Supplies and Services:(SSS):
- 1.1.1. A.1 ISO-Containers
  - 1.1.2. A.2 Temporary Building Structures
  - 1.1.3. A.3 Warehousing
  - 1.1.4. A.4 Waste Disposal
  - 1.1.5. A.5 Vehicles
  - 1.1.6. A.6 Support Equipment
  - 1.1.7. A.7 Personnel and Labour
  - 1.1.8. A.8 Shipments
- 1.2 The items and services that constitute the scope of the different SOW Sections are listed in the prospective Statement of Work (Book II Section IV).
- 1.3 The Contract requirements are set forth in the Contract SSS (Book II Section I) and in the prospective Contract Statement of Work.
- 1.4 This RFQ is issued in accordance with the Procedures set forth in the NATO NCI Agency Basic Ordering Agreement (Plus) (BOA+) Guidance. In accordance thereof, quoting for the project is restricted to companies from participating NATO member nations.
- 1.5 The security of this Request for Quotation is "NATO UNCLASSIFIED".
- 1.6 This RFQ will not be the subject of a public quotation opening.
- 1.7 This RFQ will result in one Contract Award, as a combined evaluation of each individual element of the Administrative, Price and Technical requirements and evaluation criteria herein. Award of the prospective Contract pursuant to this RFQ will be made to the Offeror that has offered the lowest annual average evaluated price to all items, and has been determined to be technically compliant with the requirements of the RFQ in accordance with the evaluation criteria. The Quotation evaluation criteria and the detailed evaluation procedure is described in Section 4 of these Quotation Instructions.
- 1.8 The Offeror must provide a quotation for all items and ensure these elements of their quotation (Administrative, Price and Technical) are provided as separate and complete packages as per the instructions at 3.1.3.

- 1.9** Award of the resulting Contract will be made on a firm fixed unit price basis for all SOW and SSS requirements and will be the detail captured in the Offeror's Catalogue, from which the Purchaser will issue Task Orders (to the successful Offeror);
- 1.10** The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.11** The Offeror shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.8 of Section 2 of these Quotation Instructions entitled "Requests for RFQ Clarifications".
- 1.12** The target date for Contract award is by April / May 2023.

## 2. SECTION II - GENERAL REQUEST FOR QUOTATION INFORMATION

### 2.1 DEFINITIONS

- 2.1.1 The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.3 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotations.
- 2.1.4 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.5 The term "Participating Country" as used herein means any of the NATO member nations ([https://www.nato.int/cps/en/natohq/nato\\_countries.htm](https://www.nato.int/cps/en/natohq/nato_countries.htm)) contributing to the project.
- 2.1.6 The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.1.7 The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

### 2.2 ELIGIBILITY

- 2.2.1 All Contractors, sub-Contractors, manufacturers and service providers, at any tier, shall be from participating countries. All Contractors shall have had a Declaration of Eligibility submitted by their respective Governments prior to the Quotation Closing Date.
- 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 This requirement shall also apply to all personnel involved in this project as a result of subcontracts issued by the Contractor for effort under the prime Contract.
- 2.2.4 Materials, items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled, including all services provided by a firm from and within a Participating Country.

- 2.2.5** The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

### **2.3 QUOTATION DELIVERY AND QUOTATION CLOSING**

- 2.3.1** The closing time for the electronic submission of quotations in response to this RFQ is **Tuesday, February 7, 2023 at 12:00 Central European Time (CET)**.

- 2.3.2** Quotations shall be submitted to the following email address:

[RFQ-CO-115665-LSF@nr.ncia.nato.int](mailto:RFQ-CO-115665-LSF@nr.ncia.nato.int)

### **2.4 LATE QUOTATIONS**

2.4.1 Quotations received at the NCIA e-mail address after the date and time indicated in paragraph 2.3.1 may not be eligible for award.

2.4.1.1 Quotations submitted electronically may be considered late where it can be demonstrated the Offeror failed to complete the entire transmission of the quotation before the closing date and time for receipt of quotations under this RFQ.

#### **2.4.2 Consideration of Late Quotations**

2.4.2.1 The Purchaser considers that it is the responsibility of the Offeror to ensure that the quotation submission arrives by the specified RFQ closing time. A late quotation will only be considered for award under the following circumstances:

2.4.2.1.1 a Contract has not already been awarded pursuant to the RFQ, and;

2.4.2.1.2 the quotation was sent to the correct email specified in paragraph 2.3.2 above, and;

2.4.2.1.3 the delay was due solely to the fault of the Purchaser.

#### **2.4.3 Receipt of an Unreadable EMail Quotation**

2.4.3.1 If a quotation received at the NCIA's facility by email is unreadable in contravention of these RFQ instructions, the CO shall immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:



2.4.3.1.1 of the content of the quotation as originally submitted, and;

2.4.3.1.2 that the unreadable condition of the quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

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

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

## **2.5 QUOTATION VALIDITY**

**2.5.1** Quotations submitted by the Offerors shall be bound by the term of their Quotation for a period of 6 months starting from the Quotation Closing Date specified at paragraph 2.3.1 above.

**2.5.2** In order to comply with this requirement, the Offeror shall complete the Certificate of Quotation Validity set forth in Annex B-3. Quotations offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

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

**2.5.4** Upon notification by the Purchaser of such a request for a time extension, the Offerors shall have the right to:

2.5.4.1 accept this extension of time in which case Offerors shall be bound by the terms of their offer for the extended period of time and the Certificate of Quotation.

2.5.4.2 Validity extended accordingly; or

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

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

**2.6 BID GUARANTEE**

**2.6.1** A Bid Guarantee is not required under this RFQ.

**2.7 MODIFICATION AND WITHDRAWAL OF QUOTATIONS**

**2.7.1** Quotations, once submitted, may be modified by Offerors, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Quotation Closing. Such modifications shall be considered as an integral part of the submitted Quotation.

**2.7.2** Modifications to Quotations which arrive after the Quotation Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Quotations", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made. A modification to a Quotation which is determined to be late will not be considered in the evaluation and selection process. If the Offeror submitting the modification is determined to be the successful Offeror on the basis of the unmodified Quotation, the modification may then be opened. If the modification makes the terms of the Quotation more favourable to the Purchaser, the modified Quotation may be used as the basis of Contract Award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Offeror on the basis of the Quotation submitted and disregard the late modification.

**2.7.3** An Offeror may withdraw its Quotation at any time prior to Quotation Opening without penalty. In order to do so, an authorised agent or employee of the Offeror shall provide an original statement of the Offerors decision to withdraw the Quotation.

**2.8 REQUESTS FOR RFQ CLARIFICATIONS**

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

**2.8.2** All questions and requests for clarification shall be submitted in writing by e-mail. All questions and requests shall reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in paragraph 2.11 below and shall arrive not later than seven (7) calendar days prior to the stated "Quotation Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

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

- 2.8.4** Except as provided above, all questions will be answered by the Purchaser, and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective Offerors.
- 2.8.5** The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ. Amendments to the language of the RFQ included in the answers shall be incorporated by the Offeror in its offer.
- 2.8.6** The Purchaser reserves the right to decline clarification requests that are clearly devised for the purposes of artificially extending the quoting time, i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested.

## **2.9 REQUESTS FOR WAIVERS AND DEVIATIONS**

- 2.9.1** Offerors are informed that requests for alteration to, waivers of, or deviations from the Contract Special Provisions, the NCI Agency Contract General Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.9.2** Requests for alterations to the other requirements, terms or conditions of the Request for Quotations or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.8 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Quotation as submitted may be regarded by the Purchaser as a qualification or condition of the Quotation and may be grounds for a determination of non-compliance.

## **2.10 AMENDMENT OF THE REQUEST FOR QUOTATIONS**

- 2.10.1** The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Quotation Closing. All modifications will be transmitted to all prospective Offerors by an official amendment designated as such and signed by the Contracting Authority. Such amendments shall be recorded in the Acknowledgement of Receipt, which the Offeror shall complete and enclose as part of its Quotation (See Annex B-6). This process may be part of the clarification procedures set forth in paragraph 2.8 above or may be an independent action on the part of the Purchaser.
- 2.10.2** The Purchaser will consider the potential impact of amendments on the ability of prospective Offerors' to prepare a proper Quotation within the allotted time. The Purchaser may extend the "Quotation Closing Date" at its discretion and such extension will be set forth in the amendment document.

**2.11 PURCHASER POINT OF CONTACT**

**2.11.1** Any communication regarding this RFQ other than Quotation delivery shall be addressed to the attention of:

Attention: Lynne Hurley  
E-mail: [RFQ-CO-115665-LSF@ncia.nato.int](mailto:RFQ-CO-115665-LSF@ncia.nato.int)

**2.12 CANCELLATION OF REQUEST FOR QUOTATIONS**

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

**2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA**

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

### **3. SECTION III - QUOTATION PREPARATION INSTRUCTIONS**

#### **3.1 GENERAL**

- 3.1.1** Quotations shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Quotation being declared non-compliant.
- 3.1.2** Offerors shall prepare a complete Quotation which comprehensively addresses all requirements stated herein. The Quotation shall demonstrate the Offeror's understanding of the RFQ and its ability to provide all the deliverables and services listed in the SSS. Incomplete Quotations will be declared non-compliant by the Purchaser. By submission of the Quotation, Offerors shall have affirmed full compliance and acknowledgement of the SOW requirements, and that all the requirements have been taken into account in the pricing of their Quotation.
- 3.1.3** The Offeror shall provide a quotation in compliance of all Administrative, Price and Technical requirements and provide separate Quotation packages for all applicable elements as per the requirements of these Quotation Instructions, to allow for separate evaluation by the Purchaser. As noted in Paragraph 1.8 of the Introduction, this will lead to one Contract award.
- 3.1.4** Offerors shall note that any prospective Contract will be against firm and fixed unit prices. All quantities included in the quotation sheets are for evaluation purposes only.
- 3.1.5** The Offerors shall note that there are no product specifications listed in the SOW, as the Contractors proposed Catalogue will be the definitive offer against the SOW and the SSS, and this Catalogue will be maintained by the Contractor to form the scope of the goods and services to be provided under the SSS and to meet the requirements of the SOW. Offerors shall prepare their offer for the proposed Contractor Catalogue based on the criteria stated in the Quotation Sheets, as well as the general criteria outlined in this section of these Quotation Instructions. Detailed instructions for the proposed Contractor Catalogue are laid out in Section 5.4 of Annex A-2, Instructions for the Preparation of RFQ Quotation Sheets.

#### **3.2 QUOTATION PACKAGE CONTENT AND MARKING**

- 3.2.1** The complete electronic quotation shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed

requirements for the structure and content of each of these packages are contained in these Quotation Instructions.

**3.2.1.1** Part 1: Quotation Administrative Package (paragraph 3.3)

**3.2.1.2** Part 2: Price Quotation (paragraph 3.4)

**3.2.1.3** Part 3: Technical Proposal Package (paragraph 3.5)

**3.2.2** Offerors shall prepare their Quotation, in three (3) emails, adhering to the following requirements:

**3.2.2.1** For the first e-mail the subject line shall read: “RFQ-CO-115665-LSF – Official Quotation for [company name] – Part 1 – Administrative Quotation”.

**3.2.2.1.1** The Administrative Quotation shall contain 1 scanned PDF copy with attributable digital signatures of all the certifications set forth in Annex B hereto. This pdf shall not be larger than 20MB in total, nor encrypted or password protected.

**3.2.3** For the second e-mail the subject line shall read: “RFQ-CO-115665-LSF – Official Quotation for [company name] – Part 2 – Price Quotation”.

**3.2.3.1** The Price Quotation shall contain the completed Quotation Sheets in both 1 Excel and 1 PDF copy, not larger than 20MB total. The completed Quotation Sheets shall be readable and searchable, and not be encrypted or password protected;

**3.2.3.2** In the event the Offeror is unable to provide the items matching the specific requirement in the SOW and SSS, an alternative or equivalent technically compliant price proposal shall be submitted in accordance with Paragraphs 3.5.3 to 3.5.5.

**3.2.4** The Offeror shall provide a third e-mail. The subject line shall read: “RFQ-CO-115665-LSF – Official Technical Proposal for [company name] – Part 3 – Technical Proposal” according to the Contract requirements, comprising of a full and comprehensive Technical Proposal – see paragraphs 3.4.1 to 3.4.10 and paragraph 4.5 herein;

**3.2.4.1** The Technical Proposal shall contain 1 Excel and 1 PDF Copy of the list of all items it is proposing to provide and/or replace, along with the alternative thereto, in accordance with Paragraph 3.5.3 to 3.5.5. All documents contained in the Technical Proposal shall be readable and searchable. The documents shall not be larger than 20MB in total, nor encrypted or password protected.

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

**3.2.6** Multiple emails may be submitted for each part if the content of the file(s) is larger than 20MB per email submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: 123456-ABC - *Company Name*- Part III-Technical Part 1 of 4; 123456-ABC - *Company Name*- Part III-Technical Part 2 of 4 and so forth.

### **3.2.7 Acceptable File Formats**

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

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

## **3.3 ADMINISTRATIVE REQUIREMENTS**

**3.3.1** The Offeror shall include the signed originals of the certifications set forth in Annex B hereto, specifically:

- B-1 Certificate of Legal Name of Offeror
- B-2 Certificate of Independent Determination
- B-3 Certificate of Quotation Validity
- B-4 Certificate of Understanding
- B-5 Certificate of Exclusion of Taxes, Duties and Charges
- B-6 Acknowledgement of Receipt of Amendments to the RFQ (if applicable)
- B-7 Disclosure of Requirements for NCIA Execution of Supplemental Agreements
- B-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
- B-9 Comprehension and Acceptance of Contract Special Provisions and General Provisions

B-10 (1) List of Prospective Sub-Contractors/Consortium Members

B-10 (2) List of Key Personnel

B-11 Certificate of ISO 9001:2008 Compliance, or equivalent;

B-12 Disclosure of Involvement of Former NCI Agency Employment

B-13 Supply Chain Security Self-Attestation Statement

B-14 Certificate Of ISO 27001:2013 Compliance: whereby:

Bidders shall provide documentary evidence that the Bidder possesses and maintains a current certification that is compliant with the requirements of ISO 27001:2013, or an equivalent industry certification for Security Management Systems Requirements.

If the Bidder is presenting a Information Security Management Requirements Certificate, or similar national certificate, that is claimed to be equivalent to ISO/IEC 27001- Security Management Systems Requirements, 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-14 in the Administrative Package.

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

The Bidder will be required to maintain a valid certification throughout the duration of the contract.

If the Bidder provides a certification that is scheduled to expire, during the solicitation phase or during the contract performance period, the Bidder will be required to provide evidence that a renewal process has begun and that a renewed certification will be obtained. In such circumstance, the Bidder shall provide a written statement of their intention to renew such certificate in their Administrative Package.

**3.3.2** No alternative versions of Certifications will be recognised and may lead to non-compliance.

**3.3.3** In summary, the Administrative Requirements shall include solely the following documentation:

**3.3.3.1** All certifications in Annex B



### 3.4 PRICE QUOTATION

**3.4.1** The RFQ submission subject line email shall read: "RFQ-CO-115665-LSF – Official Quotation for [company name] – Part 2 – Price Quotation" and include the following documentation and media:

**3.4.1.1** The electronic file "2\_IFB-CO-115665-LSF\_Book I – Bidding Sheets.xls", submitted in both Excel and PDF as part of this RFQ with all yellow highlighted areas filled in.

#### General Rules:

**3.4.2** Offerors shall prepare their Price Quotation by completing the yellow highlighted cells of the Quotation Sheets referred in paragraph 3.2.3 above, in accordance with the instructions specified in Annex A-2.

**3.4.3** The structure of the Quotation Sheets shall not be changed nor should any quantity or item description in the Quotation Sheets. The currency of each SOW and SSS required item shall be shown.

**3.4.4** Offerors are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.

**3.4.5** Offerors shall quote in their own national currency or in EUR, the host nation currency. Offerors may also submit Quotations in multiple currencies including other NATO member states' currencies under the following conditions:

**3.4.5.1** the currency is of a "participating country" in the project, and

**3.4.5.2** the Offeror can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency.

**3.4.6** Offerors shall be aware that the Quotation will be evaluated in EUR using the exchange rate of the day prior to RFQ closing date.

**3.4.7** Offered prices shall not be "conditional" in nature. Any comments supplied in the Quotation Sheets, which are conditional in nature, relative to the offered prices, may result in a determination that the Quotation is non-compliant.

**3.4.8** The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Offeror, therefore, certifies that the prices stipulated in this Contract do not include amounts to

cover such direct taxes or customs duties. Offerors are required to complete the certification to this effect in Annex B-5.

**3.4.9** The Offeror 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 are 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.

**3.4.10** The Offeror 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 Offeror's responsibility to inform itself of its liability in each country where such liability may arise.

**3.4.11** Unless otherwise specified in the instructions for the preparation of Quotation Sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 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

**3.4.12** The Offerors attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced Quotation Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

**3.4.13** Detailed instructions for the application of these instructions can be found in Annex A-2.

## **3.5 TECHNICAL PROPOSAL**

### **General rules:**

- 3.5.1** As outlined in Paragraph 3.2.4 and 3.2.4.1, a fully comprehensive and compliant Technical Proposal is required. In the event that an Offeror is unable to provide the items matching the specific requirement in the SOW Sections and SSS, alternatives and equivalents to meet the requirements may be offered, see paragraph 3.5.3 to 3.5.5 below.
- 3.5.2** The Purchaser acknowledges the possibility that due to the fast moving nature of changes in technology, that at the time of the Quotation, some of

the Agency's requirements may be discontinued, obsolete, or otherwise no longer available, thereby in need of a replacement or substitution.

- 3.5.3** With this acknowledgement, the Purchaser advises that for each Contract Line Item Number (CLIN) in the SSS, Offerors are allowed to propose an alternative (i.e. a replacement or substitution) if due to discontinuation or obsolescence or the Agency's original requirement for this particular item is no longer available.
- 3.5.4** Any alternative proposed shall be: (a) a similar item to the specification and configuration as the Agency's baseline requirement and (b) technically compliant.
- 3.5.5** In such a case, Offerors shall submit their Technical Proposal in one Quotation package per Section (A.1 to A.8), **clearly identifying** replacement or alternative goods and/or services offered, alongside the original RFQ requirements. The proposed alternative item(s) must detail the item description and provide assurances and OEM part number, if applicable - in compliance with the technical specification addressed in the SOW.
- 3.5.6** To facilitate the RFQ and the subsequent evaluation of the Offeror's response to the various sections of the SOW, Quotations shall be organised and submitted in a single technical proposal package, consisting of an initial Service Delivery Plan and an initial Product Catalogue. The technical proposal package shall address all requirements of the SOW (chapters 1-4 and Appendix A).
- 3.5.7** The Offeror shall constrain his submission of the technical proposal package to a maximum of 50 pages for the Service Delivery Plan and a maximum of 30 pages for the **unpriced** Product Catalogue, using a font no smaller than 12pt.
- 3.5.8** The technical proposal package shall demonstrate the Offeror's understanding of the Purchaser's requirements as described in the SOW, and specifically address what will be offered for each requested logistics service, and how each service will be delivered and managed. In addition, the Offeror shall specifically demonstrate how timely and correct delivery of services to all NATO-locations in all NATO-nations will be achieved.
- 3.5.9** The initial Service Delivery Plan of the technical proposal package shall address all requirements of the SOW, but specifically the requirements of chapters 1, 2 and 4. The initial plan shall describe the Offeror's organisation, including sub-contractors, if any, involved in the management and delivery of all services. The initial plan shall describe each service in detail, in terms of what will be delivered and how each service will be delivered and managed, including the process of restoring services when they fail, degrade or otherwise no longer fulfil the requirements of the Contract. The initial plan shall describe how Task Orders will be submitted, managed, executed and monitored, and how the Service Delivery Plan and Product Catalogue shall be managed, as

well as how the bi-annual review meetings shall be conducted. And, the initial plan shall describe how the Offeror shall ensure that each service shall be delivered on time, and shall deliver as required, at each NATO-location in each NATO-nation.

- 3.5.10** The initial Product Catalogue of the technical proposal package shall address all requirements of the SOW, but specifically the requirements of chapter 3 and Appendix A. The initial catalogue shall describe each service with text and illustration. The Offeror shall demonstrate that the catalogue contains all relevant details on function, product, constraints, and characteristics of each service, sufficient to enable Purchaser personnel to understand what is, and what is not provided through the service, and under which conditions, including technical dimensions and characteristics.

## 4. SECTION IV - QUOTATION EVALUATION

### 4.1 GENERAL

**4.1.1** The Purchaser will evaluate Quotations solely based on the requirements in this RFQ. The Contract resulting from this RFQ, will be awarded to the Offeror whose offer, as evaluated by the Purchaser, is the technically compliant lowest annual average priced quotation and in compliance with the requirements of this RFQ.

**4.1.2** The Offeror shall provide a quotation for all elements (Administrative, Price and Technical), and submit multiple quotation packages in accordance with the instructions in Paragraph 3.1.3; each element will be evaluated separately by the Purchaser, based on the documentation provided within that particular quotation package.

**4.1.3** The evaluation of Quotations and the determination as to the compliance or technical adequacy of the supplies and services offered will be conducted solely on the information furnished by the Offeror and contained in the Quotation. The Purchaser shall not be responsible for locating or securing any information not included in that particular Quotation package.

**4.1.4** During the evaluation, the Purchaser may request clarification of the Quotation from the Offeror and the Offeror shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the Offeror to state its intentions regarding certain statements contained therein. The Offeror must not make any alterations or changes to the Quotation regarding technical matters and price at any time.

**4.1.5** The Offeror's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time limits set forth in the specific Clarification Requests may cause the Quotation to be determined non-compliant.

**4.1.6** The evaluation will be conducted in accordance with the NATO Financial Regulations, the NCIO Financial Rules and Procedures, BC Military Budget Procurement Guidance set forth in the NATO document BC-D(2018)0004 and NSIP Guidance under reference AC/4-D(2019)0004-(INV) dated 4 July 2019.

**4.1.7** The evaluation will be conducted in accordance with the "One Envelope" procedure where the administrative compliance of

the Quotations will be evaluated first. Quotations declared administratively non-compliant may be rejected without further evaluation. Following evaluation for Administrative compliance, the evaluation of the Price Proposal for each Offeror will be undertaken, and subsequently only the Technical Proposals of the apparent lowest priced Quotations will be evaluated for technical compliance with the requirements of the Statement of Work;

**4.1.7.1** A Technical Proposal that is provided and has been evaluated as having failed to satisfy all of the RFQ requirements, will result in a determination of non-compliance for the entire Quotation. In such cases, the Offeror who has submitted the next apparent lowest priced Quotation will be evaluated.

**4.1.8** As noted in Paragraph 1.7, if a single Offeror is evaluated to be the lowest technically compliant Offeror for all Sections of the SOW and SSS requirements in accordance with the evaluation criteria, these will form a single Contract.

## **4.2 ADMINISTRATIVE CRITERIA**

**4.2.1** Prior to commencement of the Price and Technical evaluation, Quotations shall be reviewed for compliance with the Quotation Submission Requirements of this RFQ. These are as follows:

**4.2.1.1** The Quotation was received by the Quotation Closing Date and Time.

**4.2.1.2** The Quotation was submitted and marked properly.

**4.2.1.3** The Administrative Package contains all the requested e-signed copies of the required Certificates and attached as Annex B hereto.

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

**4.2.3** Offerors whose Quotations were assessed as administratively non-compliant will be notified only if their proposal is evaluated as the lowest priced Quotations.

**4.2.4** A Quotation may be determined non-compliant if it is discovered during either the Price or Technical evaluation that the Offeror has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions, or the language of the Statement of Work.

## 4.3 PRICE CRITERIA

**4.3.1** Price Evaluation Criteria: The Quotation shall be evaluated against the following criteria:

**4.3.1.1** Completeness and formal compliance of the Price Quotation with all RFQ provisions and Quotation Instructions.

**4.3.1.2** Evaluated annual average of the 3 year fixed firm Prices (based on the Notional Quantities) offered for the requested CLINs in the Quotation Sheets.

**4.3.1.3** The Quotation meets the requirement for Price Realism.

**4.3.2** **Determination of Lowest Evaluated Annual Average Priced Quotation:**

**4.3.2.1** In order to determine the lowest evaluated annual average price, the Purchaser will convert all prices quoted into Euro 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 Quotation Closing Date.

**4.3.2.2** All quantities included in the Quotation sheets are for evaluation purposes only, therefore the Offeror derives no rights from them.

**4.3.2.3.** **The Offeror is to note**, the Purchaser will apply the Price Variation (PV) formula per service for the non-evaluated Contract Option Prices based on the following inputs:

- Portions for labour (X%) and material (Y%), provided by the Offeror per service ( $X\% + Y\% = 80\%$ );
- Service average annual price of years 2023 to 2025 for Option 1, and 2023 to 2026 for Option 2;
- Average quarterly labour and material indices of years 2023 to 2024 for Option 1 ( $L_{1-2}$ ,  $M_{1-2}$ ), and 2023 to 2025 for Option 2 ( $L_{1-3}$ ,  $M_{1-3}$ );
- Quarterly labour and material indices of Q1 2025 for Option 1 ( $L_3$ ,  $M_3$ ), and Q1 2026 for Option 2 ( $L_4$ ,  $M_4$ ).

The Price Variation (PV) formulas for Option 1 (year 4: 2026) and Option 2 (year 5: 2027) are, respectively:

$$P_4 = \frac{P_1 + P_2 + P_3}{3} * \left( 20\% + X\% * \frac{L_3}{L_{1-2}} + Y\% * \frac{M_3}{M_{1-2}} \right)$$

$$P_5 = \frac{P_1 + P_2 + P_3 + P_4}{4} * \left( 20\% + X\% * \frac{L_4}{L_{1-3}} + Y\% * \frac{M_4}{M_{1-3}} \right)$$

Definitions:

$L_{1-2}, M_{1-2}$ : Average of indices 2023 Q1 up to 2024 Q4 included;

$L_3, M_3$ : Indices of 2025 Q1;

$L_{1-3}, M_{1-3}$ : Average of indices 2023 Q1 up to 2025 Q4 included;

$L_4, M_4$ : Indices of 2026 Q1;

$P_k$ : Service annual price ( $k=1,2,\dots,5$  for years 2023, 2024, ..., 2027).

Sources:

**Labour index**

Subject: Unit Labour Costs

Measure: Index, seasonally adjusted

Frequency: Quarterly

[https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC\\_EEQ&lang=en](https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en)

**Material index**

Subject: Economic Activities - Total Producer Prices – Manufacturing

Measure: Index

Frequency: Quarterly

[https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI\\_PRICES\\_PPI&lang=en](https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI_PRICES_PPI&lang=en)

### 4.3.3 Inconsistencies and Discrepancies in Quotation Price Quotation

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



**4.3.3.2** PDF copy of the completed Quotation Sheets

**4.3.3.3** Microsoft Excel copy of the completed Quotation Sheets

#### **4.3.4 Basis of Price Comparison**

**4.3.4.1** The annual average of the offered evaluated Firm Fixed Price shall be compared, converted to Euro as stated in paragraph 4.3.2 above.

**4.3.4.2** The Quotation will be evaluated against the following criteria:

**4.3.4.2.1** The Offeror has furnished firm fixed unit prices for all items and services listed for each year of the base 3-year evaluated period.

**4.3.4.2.2** All pricing data, i.e., quantities, unit prices, are provided as reflected in the Quotation Sheets;

**4.3.4.2.3** Quotation prices include all costs for items and services supplied, delivered, and supported;

**4.3.4.2.4** The Offeror has provided accurate unit prices of each of the sub-items(s) he has added (if any);

**4.3.4.2.5** The Offeror has provided accurate unit price and total evaluated price for each line item;

**4.3.4.2.6** The evaluated grand total is accurate;

**4.3.4.2.7** The currency of SSS requirements by item is clearly indicated;

**4.3.4.2.8** The Offeror may quote in their own national currency or in EUR, the host nation currency, or they may submit Quotations in multiple currencies only in accordance with paragraph 3.4.5 above;

**4.3.4.2.9** The "SSS" tab has been replicated as many times as necessary (per site or groups of sites or NATO Nations, etc.) to reflect the service unit prices for all NATO sites (not limited to the sites included in the "Offer Summary" tab);

**4.3.4.2.10** The portions of labour and material per SSS requirement by item are provided, being a necessary input for the PV formula;

**4.3.4.2.11** All prices are accurately entered into appropriate columns, and accurately totalled;

**4.3.4.2.12** The Offeror has indicated that in accordance with the treaties governing the terms of business with NATO, all taxes, duties and customs charges from which the Purchaser is exempt are exclude from their prices.

**4.3.4.2.13** Price quotes for each individual item, and totalled prices are accurate and realistic, based on historic data, and/or market and competitive trends in the specified industrial sectors.

#### **4.4 PRICE REALISM**

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

**4.4.2** Indicators of an unrealistically low Quotation may include the following, amongst others:

**4.4.2.1** Costs considered too low for the amounts and/or types of material and services proposed, based on prevailing market prices for such material and services;

**4.4.2.2** Numerous Line Item prices for supplies and services that are provide at no cost or at nominal prices.

**4.4.3** If the Purchaser has reason to suspect that an Offeror has artificially reduced its prices in order to secure Contract Award, the Purchaser will request clarification of the Quotation in this regard and the Offeror shall provide an explanation on one of the following bases:

**4.4.3.1** An error has occurred in the preparation of the Price Quotation. In such a case, the Offeror shall document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake occurred by the Offeror. In such a case, the Offeror shall petition the Purchaser to remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.

**4.4.4** If an Offeror fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Quotation submitted as non-compliant. If the Offeror

responds on the basis of 4.4.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Offeror to withdraw.

**4.4.5** If the Purchaser accepts the Offeror's explanation of mistake in paragraph 4.4.3.1 and allows the Offeror to accept the Contract at the offered price, or the Purchaser accepts the Offeror's explanation pursuant to paragraph 4.4.3.3 above, the Offeror shall agree that the supporting pricing data submitted with its Quotation will be incorporated by reference in the resultant Contract. The Offeror shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices (nor ability to recoup such losses) will be made.

## **4.5 TECHNICAL CRITERIA**

**4.5.1** As outlined in Paragraph 3.2.4, a full and comprehensive Technical Proposal is required. In the event that an Offeror is unable to provide the all items matching the specific requirement in the Sections of the SOW and the SSS an alternative or equivalent item may be proposed in accordance with paragraph 3.5.3 to 3.5.5.

**4.5.2** Upon determination of the lowest-priced Quotation as described in Section 4.3 above, and the Technical Proposal provided as per Section 3.5, only the technical proposal of the apparent lowest priced Quotation shall be evaluated against the following criteria:

**4.5.2.1** A list of all the items and services required in the Sections of the SOW and the SSS have been provided, including:

4.5.2.1.1 A **clearly identified** list of the alternative or equivalent items and services – with their description and OEM part number, if appropriate, – to replace items mentioned in herein.

**4.5.3** As noted in Paragraph 3.5.1 the evaluation of alternative items and services will be conducted strictly by comparing the originally requested item and service as a comparative reference; only alternative items or service meeting or exceeding all specifications or requirements of the Agency's baseline item and services will be deemed compliant.

**4.5.4** Technical evaluation sub criteria for the Service Delivery Plan, in descending order of importance:

4.5.4.1. Overall quality and completeness of the Service Delivery Plan and understanding of the requirements of the SOW.

- a. Does the plan address all requirements of the SOW and the SSS?
- b. Are all requirements correctly and completely fulfilled?

#### 4.5.4.2. Quality and completeness of the logistics services offered.

- a. Does the plan list and describe all logistics services requested in the SOW (most notably in SOW Appendix A)?
- b. Does the plan describe Quality and completeness of each service's description text and illustrations.
- c. Does the Quotation completely describe what will be offered for each service and what not?
- d. Is each service described in detail, in terms of function, product and constraints, as well as in terms of its relevant dimensions and other technical characteristics?
- e. Does the plan describe how each service will be delivered and managed?
- f. Does the plan describe how the Offeror will affect service restoration in case of failure, degradation or deviation from Contract requirements?
- g. Is each service compliant with the requirements of the Contract (most notably with Appendix A)?

#### 4.5.4.3. Quality and completeness of service delivery to all NATO-locations in all NATO-nations.

- a. Does the plan cover all NATO-locations in all NATO-nations?
- b. Does the plan describe and ensure timely and correct delivery and provision of services to each location?
- c. Is the Offeror's delivery process compliant with the requirements of the Contract?

#### 4.5.4.4. Quality and completeness of the Offeror's organisation involved in the delivery, provision, and maintenance of the services.

- a. Does the Offeror describe all personnel, roles and responsibilities, including sub-contractors in accordance with the requirements?
- b. Is the Offeror's service delivery organisation sized and skilled to deliver the services in accordance with the requirements of the Contract?

## 4.5.4.5. Quality and completeness of the Task Order process.

- a. Does the Offeror describe the Task Order forms and ordering process?
- b. Are order and process compliant with the requirements of the Contract?

## 4.5.4.6 Quality and completeness of the initial Service Delivery Plan.

- a. Does the Bid contain an initial Service Delivery Plan?
- b. Is the initial Service Delivery Plan in line with the requirements of the RFQ Instructions and the requirements of SOW section 4?

**4.5.5** Technical evaluation sub criteria for the Product Catalogue, in descending order of importance:

## 4.5.5.1. Quality and completeness of the Product Catalogue and understanding of the requirements of the SOW.

- a. Does the Quotation contain an initial **unpriced** Product Catalogue? Is the Product Catalogue compliant with the requirements of the Contract?
- b. Does the initial Product Catalogue contain descriptions of the requested logistics services, in text and illustration? Do the descriptions completely explain what exactly is delivered with each service (i.e. service function and outcome/ product, constraints, dimensions, characteristics)?
- c. Is the initial Product Catalogue explanatory to a degree that it can be used by Purchaser employees to select services, independently and without the need for further information?
- d. Does the initial Service Delivery Plan describe the process for the bi-annual update and maintenance of the Product Catalogue?

## 4.5.5.2. Quality and completeness of the bi-annual review meeting.

- a. Does the initial Service Delivery Plan describe the process for the bi-annual review meeting?

## **5. ANNEX A – QUOTATION SHEETS**

### **A – 1 QUOTATION SHEETS**

(see separate Excel file, “2\_RFQ-CO-115665-LSF\_Book I-Annex A1-Quotation Sheets”)

## A – 2 INSTRUCTIONS FOR THE PREPARATION OF QUOTATION SHEETS

### 5.1 GENERAL REQUIREMENTS

**5.1.1** Offerors are required to insert price and other information (as applicable) in all cells marked in YELLOW in the Quotation Sheets of the SSS and SOW requirement items they are quoting for.

**5.1.2** Offerors shall complete and submit the Quotation Sheets with their Price, or percentage if so requested, per CLIN.

**5.1.3** Offerors shall ensure that they meet the Purchaser required completion dates (column) detailed in the Bidding Sheet, which shall commence from the date the Contractor receives the Purchaser issued Task Order.

**5.1.4** The prices shall be included in the appropriate columns and in the currency quoted.

**5.1.5** The evaluated price shall be the annual average price of years 2023-2025. Offerors shall note that any prospective Contract will be for unit prices, and that the evaluation will be based on the lowest annual average evaluated price. The prices entered on the Quotation Sheets shall reflect the total notional items provided. All quantities included in the Quotation sheets are for evaluation purposes only.

**5.1.6** The price of a CLIN submitted in different currencies must be clearly identified. The evaluation will be conducted by converting all prices to Euro by using the exchange rate of the last business day prior to the Quotation closing date.

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

**5.1.8** Offerors shall not introduce any changes or deviations to the Quotation Sheets as provided by the Purchaser, unless otherwise specified.

**5.1.9** Offerors are advised that formulae in the electronic copies of the Quotation Sheets are designed to ease evaluation of the Quotation under this RFQ proposal, and have been inserted in the electronic copies of the Quotation Sheets. Notwithstanding this the Offeror remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Quotation Sheets.

**5.1.10** If the Offeror identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the Offerors of the update. Any discounted or reduced prices offered by the Offeror shall be traceable to a CLIN or CLINs at the lowest level.

## **5.2 STRUCTURE OF QUOTATION SHEETS.**

- 5.2.1** The Quotation Sheets provided in MS Office Excel format are organised according to the following structure:
- 5.2.1.1.** Instructions
  - 5.2.1.2.** Automated Checks
  - 5.2.1.3.** Offer Summary
  - 5.2.1.4.** CLIN Summary Base Contract
  - 5.2.1.5.** Rates
  - 5.2.1.6.** SSS
  - 5.2.1.7.** Price Variation Indices
- 5.2.2** The Quotation Sheets corresponds to the SSS of the Prospective Contract. Each item included in the competition is represented by a Quotation Sheet showing the Contract Line Items (CLINs), and a detailed cost breakdown for each item or items.
- 5.2.3** The Offerors shall provide Firm Fixed Unit Prices – or percentages where requested – for all required items in accordance with the format set forth in the Quotation Sheets, and as per the Instructions established in this Annex.
- 5.2.4** The Offeror shall ensure that they meet the Purchaser required completion dates (column) detailed in the Bidding Sheet.
- 5.2.5** The Offeror shall note that any prospective Contract will be for unit prices. All quantities included in the Quotation sheets are for evaluation purposes only.
- 5.2.6** The quantities and orders provided in the document are notional and for evaluation purposes only, yet attempt to reflect the total items and services required to meet a given Scenario of the possible contractual requirements. No rights may be derived from the quantities of items and orders, as Purchaser requirements may vary throughout the period of performance of the Contract.
- 5.2.7** The annual prices and the annual average evaluated price shall be indicated in the appropriate columns and in the currency quoted. The accuracy of the inputs of the Quotation Sheets is the responsibility of the Offeror. The Purchaser may resolve ambiguous computation of prices in its favour.



**5.3 SCHEDULE OF SERVICES AND SUPPLIES (SSS):**

- 5.3.1** The Offeror shall fill in the CLIN Quotation Sheet for the SSS based on the information provided.
- 5.3.2** The prices shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.
- 5.3.3** When completing the Quotation Sheets, the Offeror must provide a unit price for each CLIN and/or Sub CLIN. The Offeror must not group Prices of CLINs. The Offeror shall provide fixed unit prices, for all proposed CLINs provided for in this RFQ. The Offeror may provide the same price for different priced CLIN and/or Sub CLIN, if it chooses to do so.
- 5.3.4** The Offeror must replicate the tab "SSS" by NATO site, or location, or group of locations, or group of NATO Nations, etc., in order to capture the SSS unit prices offered for any possible NATO site (and not limited to the sites included in the "CLIN Summary Base Contract" tab).

**5.4 OFFEROR (CONTRACTORS) CATALOGUE:**

- 5.4.1** The scope of the Offerors Catalogue (CLIN 30) is compliant with the SSS and comprises of all the logistics services categories and sub-categories of the SOW and is fixed firm Priced for 3 Years in total,. The Offerors catalogue shall be maintained by the Offeror. Offerors shall offer, where applicable, further volume discount percentage(s) of the Offeror Catalogue where subsequent Task Order total values are met by the Purchaser .

5.4.3 In assessing the LOGISTICS Services market through this RFQ, the Agency is seeking to compete and encourage through performance, a longer-term relationship and investment with a highly reliable and high performing Contractor. This will be through a novel incremental approach as the relationship and Contract performance is demonstrated. The Contract Period will comprise of an initial three year base Contract Period, which is then further incentivised with two one Year Options, and ultimately with the right long term partnership and high performing Contractor, additional Reward Options for a further two one Year periods. In overall terms, with the right Contractor, business relationship and Contract performance, this could ultimately lead to a seven (7) year Contract Period in the event all Options are exercised. This is in recognition that generally Contractors seek to enter longer term Contracts for business assurance, continuity and to enhance their ability to forecast potential revenue streams into their current and future business models in terms of investments in to Research, Technology and Development opportunities. In this regard the OFFEROR shall provide Not To Exceed (NTE) percentages (%) for General and Administrative Over-Heads; Profit, Material Handling, Transportation, relevant to their current and future business set-up,

operation and construct for the life of any potential Contract Period (these NTE percentages must be provided in the “Rates” tab of the Quotation Sheets.

5.4.3 The Scope of the OFFERORS (CONTRACTORS) CATALOGUE is subject to amendments, it is understood that the percentages and prices provided by the OFFERORS are to remain in place for the entire period of performance of the Contract.

## **6. ANNEX B - CERTIFICATES**

**ANNEX B-1**

**CERTIFICATE OF LEGAL NAME OF OFFEROR**

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

FULL NAME OF CORPORATION: \_\_\_\_\_

DIVISION (IF APPLICABLE): \_\_\_\_\_  
SUB DIVISION (IF APPLICABLE): \_\_\_\_\_

OFFICIAL MAILING ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

FAX NO: \_\_\_\_\_

BOA NO: \_\_\_\_\_

POINT OF CONTACT:  
REGARDING THIS QUOTATION:NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

ALTERNATIVE POINT OF CONTACT:  
NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
DATE

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

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

NATO UNCLASSIFIED

RFQ- CO-115665-LSF  
Book I-Quotation Instructions  
**Amendment 3**

TITLE

NATO UNCLASSIFIED

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**ANNEX B-2**

**CERTIFICATE OF INDEPENDENT DETERMINATION**

1. Each Quotation Offeror shall certify that in connection with this procurement:
  - a. This Quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Quotation Offeror or with any competitor;
  - b. The contents of this Quotation have not been knowingly disclosed by the Quotation Offeror and will not knowingly be disclosed by the Quotation Offeror prior to award, directly or indirectly to any other Quotation Offeror or to any competitor, and
  - c. No attempt has been made, or will be made by the Quotation Offeror to induce any other person or firm to submit, or not to submit, a Quotation for the purpose of restricting competition.
  
2. Each person signing this Quotation shall also certify that:
  - a. He is the person in the Quotation Offeror's organisation responsible within that organisation for the decision as to the Quotation and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
  - b. (i) He is not the person in the Quotation Offeror's organisation responsible within that organisation for the Quotation but that 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 1(a) through 1(c) above, and as their agent does hereby so certify, and
    - (ii) He has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**ANNEX B-3**

**CERTIFICATE OF QUOTATION VALIDITY**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**ANNEX B-4**

**CERTIFICATE OF UNDERSTANDING**

I certify that

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-5**

**CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-6**

**ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS**

I confirm that the following Amendments to Request for Quotations RFQ-CO-115665-LSF have been received and the Quotation as submitted reflects the content of such Amendments:

<b>Amendment Number</b>	<b>Date Issued</b>	<b>Date of Receipt</b>

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-7**

**DISCLOSURE OF REQUIREMENTS FOR NCIA EXECUTION OF SUPPLEMENTAL AGREEMENTS**

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

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

2. These supplemental agreements are listed as follows:  
2.1. *[insert the list, if applicable]*

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

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-8**

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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

**ANNEX B-9**

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-10 (1)**

**LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS**

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

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

.....  
 .....  
 .....  
 .  
 .....

.....  
 Date

.....  
 Signature of Authorised Representative

.....  
 Printed Name and Title

.....  
 Company



**ANNEX B-10 (2)**

**LIST OF KEY PERSONNEL (See Contract Special Provisions Article 23 SECURITY and Article 30 KEY PERSONNEL refers)**

**Personal Data Protection**

Although NATO, as an international organisation, is not subject to GPR and national data protection law, it is committed to protecting the personal data that it processes. All processing of personal data will be done in accordance with applicable NATO policies and regulations

Name of Key Personnel including Names of Key replacement / backup for Key Personnel	Nationality	Role	Manager Name and Contact Details	Security Clearance Level	Security Clearance Validity dates

If no Key Personnel are involved, state this here:

.....  
.....  
.....  
.....  
.....

Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-11**

**CERTIFICATE OF ISO 9001:2008 COMPLIANCE, OR EQUIVALENT**

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

A copy of the certification is attached herewith.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-12**

**DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY EMPLOYMENT**

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

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

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

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

Employee Name	Former NCIA Position	Current Company Position

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

Date: .....

Signature: .....

Name & Title: .....

Company: .....

Quotation Reference: .....

**ANNEX B-13**

**Supply Chain Security Self-Attestation Statement**

[Name Contractor]

I hereby as [Contractor] affirm that the security of the supply chain for Commercial off the Shelf communication and information systems products listed in the SSS of the Contract in question has been assessed and found compliant against the Statement of Work requirements of the Contract in question.

I endorse this supply chain security statement for the products within the scope of this contract.

I can supply supporting evidence if required.

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-14 CERTIFICATE OF ISO 27001:2013 COMPLIANCE**

I hereby certify that ..... (*Company Name*) is fully compliant with the ISO 27001:2013 Information Security Management and is currently so certified.

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

.....

Date

.....

Signature of Authorised Representative

.....

Printed Name and Title

.....

Company

## 7. ANNEX C - EXCERPT OF NCI AGENCY AD. 05.00, CODE OF CONDUCT DATED MAY 2017.

### Article 14 PROCUREMENT AND CONTRACTORS

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

contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.

- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their Quotation / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

## **15 INDUSTRY INITIATIVES**

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

## **16 POST EMPLOYMENT MEASURES**

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include

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owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a “temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case”. For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 16.3 In addition to Section 16.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized’ release. NCI Agency Personnel shall immediately report such contacts to the Chief of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as RFQs, and contract provisions.



**8. ANNEX D – CLARIFICATION REQUESTS FORMS**

INSERT COMPANY NAME HERE:

INSERT SUBMISSION DATE HERE:

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

INSERT COMPANY NAME HERE:

INSERT SUBMISSION DATE HERE:

PRICE					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	Status
A.1					
A.2					
A.3					

INSERT COMPANY NAME HERE:

INSERT SUBMISSION DATE HERE:

TECHNICAL					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	Status
A.1					
A.2					
A.3					

**NATO Communications and Information Agency**



**RFQ-CO-115665-LSF**

- Provision of -

**LOGISTICS SERVICES  
AND  
ASSOCIATED SUPPORT**

**Contract Special Provisions**

Book II - Part II

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## **PART II - CONTRACT SPECIAL PROVISIONS**

### **1. Order of Precedence**

- 1.1. 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:
  - 1.1.1. The Contract Signature Page (Basic plus any Amendment)
  - 1.1.2. Issued Task Order(s);
  - 1.1.3. Part I – The Schedule of Supplies and Services;
  - 1.1.4. Part II – The Contract Special Provisions;
  - 1.1.5. Part III – The Contract General Provisions;
  - 1.1.6. Part IV – The Statement of Work and its Annexes;
  - 1.1.7. The Contractor(s)' proposal (Technical Proposal and Price Quotation) dated [*to be inserted at contract award*] and any clarifications thereto, incorporated herein by reference.

### **2. Scope of Work**

- 2.1. The purpose of this Contract is to create an Indefinite Delivery, Indefinite Quantity (IDIQ) Framework to enable frequent and swift transactions of specified logistics services and associated support from which the Purchaser may order quantities for delivery to different NATO sites and/or NATO Nations through respective Task Orders (TO).
- 2.2. In order to fulfil that purpose the Contractor shall deliver, in accordance with the Contract requirements, and against the prices specified in the Contract Schedule of Supplies and Services (SSS), the items or services identified in Task Orders (Task Orders (TOs), or Delivery Orders) issued from time to time by the Purchaser, in the manner and at the time and location specified in the Order.
- 2.3. The goods and services to be delivered under this Contract are laid out in Annex A to the Statement of Work (SOW).

### **3. Contract Type**

- 3.1. This Framework Contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) type Contract for LOGISTICS SERVICES AND ASSOCIATED SUPPORT procurement with fixed firm prices duly named Logistics Services Framework (LSF). The Contract has no intrinsic monetary value. The Agency will place TOs against this Framework Contract when requirements are identified and funding is available. The Contract includes multiple CLINS and Sub CLINs with prices linked to different locations and quantities, as elaborated in the "Price" Clause of these Special Provisions.
- 3.2. Each Task Order will have a monetary obligation and a detailed CLIN list with corresponding Statement of Work specifications for the Contractor to perform that is within the general scope of this Contract. This Contract will come into effect with the placing of the first Task Order which will constitute the initial obligation.

- 3.3.** The Purchaser regards this Contract to be the 'vehicle' for obtaining the logistics services and associated support specified in the Statement of Work, where the Purchaser is charged by NATO to satisfy the requirement. The Purchaser reserves the right to solicit alternative sources when services cannot be achieved by the Contractor in accordance with the Key Performance Indicators (KPIs) obligations at Article 8 herein and/or the Delivery timesales specified in the SSS.
- 3.4.** The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Task Order Prices.

#### **4. Purchaser Obligations and Limitations**

- 4.1.** The Purchaser's sole obligation under this Contract is limited to the issuance of the initial Order activating the Contract, of which there is no minimum value threshold.
- 4.2.** This IDIQ Contract is subject to both time and value limitations. The Purchaser is not to issue any order beyond the period of performance of this IDIQ Contract as per 4.3 below, or the Maximum Total Value of 6,000,000 EUR, whichever comes first.
- 4.3.** The Contract is available for the placement of TOs against the SSS for three (3) years from Effective Date of Contract (EDC).
- 4.4.** The Period of Performance of the Contract may be extended by the exercise of options in accordance with the "Options" Article 17. of these Special Provisions.

#### **5. Price**

##### 5.1 Contract Type:

- 5.1.1 Firm-Fixed-Price (FFP) subject to Economic Price Adjustment (EPA).
- 5.1.2 From the Effective Date of Contract (EDC) to end of Year 3, the contract shall be FFP.
- 5.1.3 From Year 3 (May 2026) until the end of contract period of performance, subject to the exercise of Options, the contract type becomes Fixed-Price with Economic Price Adjustment (FP-EPA), where price indexation for Options shall be applied.

5.2 The unit prices in the SSS are valid for any specified quantity of logistics services and associated support ordered under the Contract and the relevant TOs.

5.3 The unit prices in the SSS are valid for the duration of the Contract;

5.4 The unit prices per CLIN are subject to multiple locations and quantities. The Task Order will specify every CLIN and/or Sub CLIN. The Fixed Firm associated prices are listed in the SSS.

5.5 For any new or replacement logistics services and associated support to be added to the SOW and/or Product Catalogue, the prices will be proposed by the Contractor via a Request



For Change (RFC) form, following the process defined in the “Changes” Clause of these Special Provisions. Should the Purchaser decide that the proposed logistics services and associated support are to be included in the Contract, an equitable price adjustment will be negotiated based on fair and reasonable pricing, and the proposed logistics services and associated support shall be added to the Contract by bilateral modification as per the “Changes” Clause of these Special Provisions.

5.6 Prices for logistics services and associated support quantity and scope replaced due to obsolescence are determined following the process described in the “Obsolescence Replacement” Clause of these Special Provisions.

#### 5.7 Economic Price Adjustment

a. The price of this contract is subject (upwards or downwards) to adjustment or revision within the limits defined herein:

i. Beginning in Year 4 of the contract until the end of the period of performance (for exercise of any options), if a variation occurs in the cost of labour and/or materials forming part of the contract, then the contract price shall be adjusted (upwards or downwards) on a case by case basis, in accordance with the formula in paragraph e below.

ii. The revision shall be based on the evolution of the Labour Cost Index and the Producer Price index, as published by OECD statistics.

b. Once the labour and material allocations and the portion of the contract price subject to price adjustment have been established, they remain fixed through the life of the contract and shall not be modified except in the event of significant changes to the scope or subject to exercise of further Options of the contract.

c. When a price adjustment for exercise of an Option is due (i.e. Year 2: due date is end of Year 2+1day;(May 2025)), the Contractor shall submit a proposal for price indexation in accordance with this Article to the Purchaser for evaluation and approval, containing the new prices for the respective CLIN(s) subject to labour and/or material price adjustment. The proposal shall be submitted to the Purchaser no later than 60 days after the due date.. The indexed prices will become the new contract price for the Option exercised, after mutual signature of a Contract Amendment. Invoicing and the payment thereafter, can take place following the Contract Amendment.

d. Economic Price Adjustment Formula

i. The Purchaser will apply the Price Variation (PV) formula per service for Contract Option Prices based on the following inputs:

- Portions for labour (X%) and material (Y%), provided by the Contractor per service ( $X\% + Y\% = 80\%$ );
- Service average annual price of years 2023 to 2025 for Option 1, and 2023 to 2026 for Option 2;

- Average quarterly labour and material indices of years 2023 to 2024 for Option 1 ( $L_{1-2}$ ,  $M_{1-2}$ ), and 2023 to 2025 for Option 2 ( $L_{1-3}$ ,  $M_{1-3}$ );
  - Quarterly labour and material indices of Q1 2025 for Option 1 ( $L_3$ ,  $M_3$ ), and Q1 2026 for Option 2 ( $L_4$ ,  $M_4$ ).
- e. The Price Variation (PV) formulas for Option 1 (year 4: 2026) and Option 2 (year 5: 2027) are, respectively:

$$P_4 = \frac{P_1 + P_2 + P_3}{3} * \left( 20\% + X\% * \frac{L_3}{L_{1-2}} + Y\% * \frac{M_3}{M_{1-2}} \right)$$

$$P_5 = \frac{P_1 + P_2 + P_3 + P_4}{4} * \left( 20\% + X\% * \frac{L_4}{L_{1-3}} + Y\% * \frac{M_4}{M_{1-3}} \right)$$

Definitions:

- $L_{1-2}$ ,  $M_{1-2}$ : Average of indices 2023 Q1 up to 2024 Q4 included;  
 $L_3$ ,  $M_3$ : Indices of 2025 Q1;  
 $L_{1-3}$ ,  $M_{1-3}$ : Average of indices 2023 Q1 up to 2025 Q4 included;  
 $L_4$ ,  $M_4$ : Indices of 2026 Q1;  
 $P_k$ : Service annual price ( $k=1,2, \dots, 5$  for years 2023, 2024, ..., 2027).

Sources:

**Labour index**

Subject: Unit Labour Costs

Measure: Index, seasonally adjusted

Frequency: Quarterly

[https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC\\_EEQ&lang=en](https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en)

**Material index**

Subject: Economic Activities - Total Producer Prices – Manufacturing

Measure: Index

Frequency: Quarterly

[https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI\\_PRICES\\_PPI&lang=en](https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI_PRICES_PPI&lang=en)

- f. Calculations of price increases shall be made as soon as possible after publication of the last index figure relating to the average quarterly labour and material indices of years 2023 to 2024 for Option 1, and 2023 to 2025 for Option 2;
- g. Quarterly labour and material indices of Q1 2025 for Option 1, and Q1 2026 for Option 2.

- h. No further adjustment is allowed, up or down, following revision of any index figure following the application of the detailed index herein.
- i. The index applicable to the formula and to be read from the OECD websites mentioned above, shall be the one from the NATO country where the “majority” of work has been performed and where actual costs have been incurred.. Work performed and where actual costs have been incurred will be determined through all evidenced Task Order execution during the period of performance expended.

Worked Example:

<b>Serial</b>	<b>Place of Performance</b>	<b>Value of actual work performed (in EURO equivalent) €</b>	<b>NATO Country index to be applied to Option 1</b>
<b>Covering Period expended (2023-2025)*</b>			
Task Order 1	Belgium	100,000.00	Italy
Task Order 2	Italy	250,000.00	Italy
Task Order 3	USA	50,000.00	Italy
Task Order 4	Poland	150,00.00	Italy
Task Order 5	Belgium	50,000.00	Italy
Task Order 6	Italy	50,000.00	Italy
<b>Covering Period expended (2026-2027)**</b>			<b>NATO Country index to be applied to Option 2</b>
Task Order 99	Belgium	50,000.00	Poland
Task Order 110	Poland	250,000.00	Poland

\* The index to be applied for the Option 1 to be exercised, based on actual work performed place of performance **and** actual highest value of costs incurred for work performed is Italy, determined as the “majority” where this is calculated at €300,000.00 being the most frequent place **and** highest proportion of value of work delivered during the period of performance expended, as above;

\*\* The index to be applied for the Option 2 to be exercised, based on actual work performed place of performance **and** actual highest value of costs incurred for work performed is Poland, determined as the “majority” where this is calculated at €400,000.00 being the most frequent place **and** highest proportion of value of work delivered during **all the contract period of performance expended (from contract award)**, as above;

j. Maximum Variation

- i. The increase of contract prices shall not exceed 10 % per CLIN irrespective of the actual +/- % variation as calculated by the application of the index provisions herein.
- ii. Calculation and payments shall be made in the same currencies attributable to each deliverable and all the prices may be varied in accordance with this provision unless specifically excluded in the schedule or elsewhere in this contract.

5.8 The Price Variation (PV) formulas for Reward Option(s) will be calculated based on the same methodology.

## 6. Task Orders and Ordering

- 6.1. Task Orders will be placed on the LSF IDIQ Contractor in accordance with the provisions herein;
  - 6.1.1. The Purchaser will issue a Task Order against this LSF IDIQ Contract (using the proforma at Annex A), detailing the Purchaser specific requirements in accordance with this Contract and the SOW.
  - 6.1.2. The requirements of the LSF IDIQ is to ensure order placement, order receipt, order mobilisation and order delivery, therefore time is of the essence when the Contractor executes and delivers against the Task Order. See also paragraphs 6.4 and 6.5 below.
  - 6.1.3. The Purchaser reserves the right to seek any clarification deemed necessary to reach a conclusive Task Order.
- 6.2. Task Orders (TO's, or Order) will be issued in writing by the Purchaser and signed by the Purchaser's Contracting Authority. TO's are instruments to initiate Contractor activities and obligate funding to the Contract.
- 6.3. The Purchaser will initiate the ordering process by issuing a TO detailing the following:
  - 6.3.1. Order Number;
  - 6.3.2. Effective Date of the Order;
  - 6.3.3. Total logistics services and associated support required by CLIN;
  - 6.3.4. Statement of Work reference;
  - 6.3.5. Schedule and place of delivery and performance;
  - 6.3.6. Shipping and transportation;
  - 6.3.7. Total Monetary Value of the Order;
- 6.4. For the purpose of this Contract, an obligation to deliver as per the TO is deemed to exist for the Contractor upon signature by the Purchaser. Counter-signature by the Contractor is not required for any TO under this Contract.

- 6.5. A TO is understood to have been received within 24 hours. See also Article 29 Contractor Participation in Task Order(s).
- 6.6. Orders may be issued from time to time and there are no limitations on the number of TO's that can be issued.

## **7. Comprehension of Contract and Specifications**

- 7.1. The Contractor warrants that it has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 7.2. The specifications and requirements in the Statement of Work set forth the performance requirements for the Contractor's proposed work under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.
- 7.3. The Contractor hereby acknowledges that it has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract that are:
  - 7.3.1. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid or superceded goods and/or services, implied warranties of suitability of such goods and/or services, or
  - 7.3.2. Otherwise derived from the aforesaid goods and/or services, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 7.4. Notwithstanding the "Changes" Clause or any other Clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid goods and/or services which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the SSS.

## **8. Key Performance Indicators (KPIs) and Targets**

- 8.1. Contract performance shall be measured through the use of the following KPIs.
  - 8.1.1. Delivery on Time (DOT). A log will be maintained by the Contractor and the Purchaser of how many times delivery is late, and to what degree. The maximum timeline for deliveries are listed in the SSS or Task Order, and captured in the applicable TO.

**8.1.2.** Delivery Complete. A log will be maintained by the Contractor of deliveries that are deemed to be complete. The Purchaser will compare this with its delivery inspection records against the amount of goods and/or services ordered per TO. The Purchaser's delivery inspection records will note how many goods and/or services were missing or defective upon inspection, and to what degree. The Purchaser Delivery inspection and acceptance requirements are described in Section 2.1 of the SOW.

**8.1.3.** Delivery Discrepancy Closure. A log will be maintained by the Contractor. The Purchaser will compare this with its Discrepancy reporting, tracking how many days it takes the Contractor between the Purchaser notification of the discrepancy and the closure of a Contractor delivery discrepancy. Delivery discrepancies are described in Section 2.1 of the SOW. The Contractor obligations and compliance criteria are described at Annex B herein.

**8.1.4.** Warranty Resolution. A log will be maintained by the Contractor and the Purchaser of how many days it takes between the notification and the closure of a warranty claim.

**8.1.5.** Up to date logistics services and associated support Product Catalogue. A log will be maintained by the Contractor and the Purchaser capturing whether the goods and/or services records in the Product Catalogue were up to date throughout the Quarter in question. The goods and/or services records in the Product Catalogue requirements are described in the SOW.

**8.2** The measurement methodology and targets of the different KPIs are detailed in Annex B herein.

**8.3** Failure to achieve two (2) "PASS" scores in the Total Quarterly Scores, as outlined in Annex B herein, will give rise to the Purchaser's right to invoke the "Termination for Default" Clause of these Contract Special Provisions.

## **9. Terms of Delivery**

**9.1.** Deliverables under this Contract, shall adhere to the requirements stipulated in the SOW and the resultant Task Order(s).

## **10. Invoices and Payment Terms**

**10.1.** Following Purchaser acceptance of Goods and Services required under the TO, the Contractor shall submit invoices at the completion and acceptance of the TO as per the Clause 11 "Acceptance Procedures".

**10.2.** No payment shall be made with respect to undelivered services and associated support, supplies, works not performed, documentation not delivered, goods and/or services not rendered and/or incorrectly submitted invoices.

**10.3.** No payment shall be made for additional items delivered that are not specified in the TO.

- 10.4.** Evidence of the acceptance by the Purchaser shall be attached to all invoices.
- 10.5.** The Contractor shall note that the Purchaser is exempt from customs duties and VAT. The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per the "Taxes and Duties" Clause of the NCI Agency General Provisions.
- 10.6.** Invoices shall be properly supported with any necessary reports, certification, statements, receipts, written evidence of acceptance by the Purchaser and any other required documentation in accordance with the terms of the Contract.
- 10.7.** The invoice shall contain the following certification:

*"I certify that the above invoice is true and correct, representing a valid claim, and that the delivery of the above described goods and/or services has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."*

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

- 10.8.** Invoices referencing "CO-XXX-LSF / Task Order No XXX or Purchase Order No XXX" shall be submitted to:  
[accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int)
- 10.9.** Paper invoices will not be accepted.
- 10.10.** The Purchaser will make payment within 45 days of receipt by NCI Agency of a valid claim and a properly prepared and documented invoice.

## **11. Acceptance Procedures**

11.1 Acceptance is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that TO deliverables are complete or have been performed according to the requirements as described in the SOW and the Schedule of Services and Supplies (SSS).

11.2 In the event the Contractor does not perform services in conformity with the requirements set out in the Contract, the Contractor shall perform all necessary work required to bring its services in conformity with the Contract, upon request of the Purchaser.

## **12. Obsolescence Replacement**

- 12.1.** If any goods and/or services specified in the Contract are discontinued by their original providers for commercial or technological reasons, the Contractor shall ensure the original goods and/or services are replaced with a 'like-for-like' alternative in the goods and/or services records in the Product Catalogue with the new versions within a month of any

Purchaser written agreement.

- 12.2.** If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed alternative 'like-for-like' goods and/or services. Should the Purchaser decide that the proposed goods and/or services be included in the Contract, an equitable price adjustment will be negotiated based on fair and reasonable pricing and the proposed goods and/or services) shall be added to the Contract by bilateral modification under the authority of this Clause.
- 12.3.** All changes to the goods and/or services in the Product Catalogue and specification will be periodically formalised in a Contract Amendment, as described in the "Changes" Clause of these Special Provisions.

### **13. Warranty & Support**

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

### **14. Contract Administration**

- 14.1.** All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.
- 14.2.** Formal letters and communications shall subsequently be sent by e-mail to the official points of contact quoted in this Contract. Physical copies may be delivered through the following formal communication means; personal delivery, sent by mail/ registered mail/ courier/ or other delivery service.
- 14.3.** Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.
- 14.4.** All notices and communications shall be effective on receipt.



**14.5. Official Points of Contact:**

Purchaser	Contractor
<p><b>NCI Agency</b> NATO Headquarters Avenue Leopold III 1110 Brussels Belgium</p>	<p><b>[Company name]</b> [Address] [Postcode and City] [Country]</p>
<p>For Contractual &amp; Technical matters: The Contracting Officer responsible for this solicitation is Mr. Giacomo Piliego, all Correspondence regarding this Contract should solely be addressed to: Lynne Hurley, Senior Contracting Officer Tel: +31 703 741529 E-mail: <a href="mailto:Lynne.Hurley@ncia.nato.int">Lynne.Hurley@ncia.nato.int</a></p>	<p>For Contractual matters: Attn: ... Tel: +... E-mail: ...</p>
<p>For technical/administrative matters: Attn: Ron.Spijkerman@ncia.nato.int Tel: N/A</p>	<p>For technical/delivery matters: Attn: ... Tel: +... E-mail: ...</p>

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

**15. Sub Contracts**

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

**16. Changes**

- 16.1.** The Purchaser intends to manage changes to this Contract using the change management procedure described below.
- 16.2.** Request For Change (RFC) is a proposal for changes relevant to the logistics services and associated support of the goods and/or services, their market availability, their obsolescence, or any other technological changes.
- 16.3.** The Contractor shall submit the RFCs in written form only upon prior confirmation from the Purchaser that such changes are necessary in light of varied facts or circumstances which prevent the execution of the Contract in its then current form.

- 16.4.** Any RFC submitted by the Contractor to the Purchaser shall, in any case contain as a minimum the RFC identification number, the rationale for the changes, effected CLIN, new CLIN proposal for newly added items, and any effect to the Schedules, technical solutions, and pricing.
- 16.5.** The Contractor shall provide the RFC template prior to the Kick-off Meeting, and shall update the template based on Purchaser feedback.
- 16.6.** The Contractor shall release RFCs in following conditions and within noted timelines:
- 16.6.1.** Goods and/or services will no longer be available for future orders due to obsolescence (immediately);
  - 16.6.2.** new items are in the market that can replace the existing ones with the same form, fit, function specifications (bi-annually and at Technical Refresh Review Meetings as per the SOW);
  - 16.6.3.** new goods and/or services are required due to the new Purchaser requirements (as requested);
  - 16.6.4.** replacement goods and/or services are required due to the changing Purchaser requirements (as requested).
- 16.7.** The Purchaser will provide written confirmation if the RFC is authorized. In case of RFC rejection, the Contractor shall proceed with the performance in accordance with the Contract.
- 16.8.** The Contractor shall update and release the goods and/or services in the Product Catalogue within 5 business days after authorization of the RFC's in written form by the Purchaser contractual representative.
- 16.9.** The Purchaser may start ordering based on the new goods and/or services in the Product Catalogue prior to the formalization via a Contract Amendment. The Purchaser may decide to amend the Contract after one or multiple RFCs.
- 16.10.** Except as otherwise provided for in this Contract, prices quoted for the changes, modifications, etc. shall remain valid for the entire period of performance validity of this Contract.

## **17. Options**

- 17.1.** The Purchaser may:
- 17.1.1.** extend the period of performance of the Contract for up to two further Option increments of one year each (Option 1 and Option 2);
  - 17.1.2.** reward the Contractor for Met and/or Exceeded performance against the KPI's (Key Performance Indicators (KPIs) and Targets)) at Annex B herein throughout the

Contract duration, by extending the period of performance of the Contract for two further Reward Options of two one year increment periods (Reward Option 1 and 2) or such further period as may be agreed between the parties. The Reward Options shall be exercised independently, sequentially, or both consecutively, when the Option period(s) at paragraph 17.1.1 have been exercised in full. The Reward Options shall be exercised at the sole discretion of the Purchaser by giving six months written notice in the third quarter of the fifth and sixth year of the Contract period (i.e year five and/or year six, commencing from the date of Contract award, or the former (year five) when exercised consecutively);

Worked example(s) :

Year i.e	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028
Contract Start	3 Year Base Contract Period						
Option 1 (scenario 1)			Exercise Option Year 1 (Year 4)	Option1 active			
Option 2 (scenario 2)				Exercise Option Year 2 (Year 5)	Option 2 active		
Option 1 & 2 exercised consecutively (scenario 3)			Exercise Option Year 1 & 2 (Year 4 & 5)	Option 1 & 2 active			
Reward Option 1 (scenario 4)					Exercise Reward Option 1 Year 6)	Reward Option 1 active	
Reward Option 2 (scenario 5)						Exercise Reward Option 2 (Year 7)	Reward Option 2 active
Reward Options 1 & 2 exercised consecutively (scenario 6)					Exercise Reward Option 1 & 2 (Years 6 & 7)	Reward Option 1 & 2 active	

**17.2.** The existence of an option does not imply that it will be exercised.

**17.3.** The options may be exercised at the sole discretion of the Purchaser as follows:

**17.3.1.**The options may be exercised by written notification of the Purchaser;

**17.3.2.**The options may be exercised either together or separately; these will be exercised sequentially, if required by the Purchaser, i.e there is no intended break in the Contract period of performance - Options will be exercised on a rolling basis;

**17.4.** The options are open for exercise at any time from Expected Date of Contract (EDC) to 30 June 2027.

17.5 The Contractor shall measure and report performance against the Reward Option KPIs using the criteria at Annex B herein, reporting to the Purchaser at the same periods as the KPI Balance Scorecard reporting as detailed at paragraph 1.6 of Annex B.

## **18. Liquidated Damages**

**18.1.** If the Contractor fails to:

**18.1.1.** Successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or;

**18.1.2.** Deliver and obtain acceptance of the deliverables or to acceptably perform the Services as specified in the Schedule of Supplies and Services, Statement of Work and applicable Task Orders.

**18.2.** The actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the Requirements, fixed and agreed Liquidated Damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each Payment Event as scheduled in the "Invoices and Payment Terms" Clause of these Contract Special Provisions.

**18.3.** Liquidated Damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in the paragraph above to an aggregate sum of all delinquent items not to exceed fifteen percent (15%) of the total value of the Task Order for the performance of which the Contractor is delinquent. These liquidated damages shall accrue automatically and without any further notice being required.

**18.4.** 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. In such event, subject to the provisions of the "Disputes" and "Arbitration" Clauses of the NCI Agency 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 its judgment the findings of fact justify an extension.

**18.5.** In addition, the Purchaser may terminate this Contract in whole or in part as provided in the "Termination for Default" Clause of the NCI Agency General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred Clause.

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

**18.6.1.** By deducting such Liquidated Damages from the amounts due to the Contractor against the Contractor's invoices;

**18.6.2.**By reclaiming such Liquidated Damages through appropriate legal remedies.

**18.7.** This clause shall be deemed to apply to each issued Task Order.

## **19. Termination for Default**

**19.1.** Clause 39 “Termination for Default” of the NCI Agency General Provisions is hereby supplemented as follows:

**19.2.** The Purchaser reserves the right to, by written notice of default to the Contractor, terminate the whole or any part of this Contract for continuous poor performance, if the Contractor fails to achieve sufficient “PASS” markings in its Total Quarterly Scores in relation to the KPIs established in the “Key Performance Indicators (KPI’s) and Targets” Clause of these Special Provisions, in the following case:

**19.2.1.two** (2) consecutive “FAIL” Total Quarterly Scores;

**19.3.** Upon the occasion of the first “FAIL” Total Quarterly Score, the Purchaser shall notify the Contractor to initiate a discussion and request a plan for corrective action for the Contractor to improve its performance.

**19.4.** In case a second consecutive “FAIL” Total Quarterly Score as illustrated above in 19.2.1 occurs, the Purchaser shall issue to the Contractor a written Notice of Termination, signed by the Contracting Authority, stating that continuous poor performance exists, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

**19.5.** After receipt of a Notice of Termination, the Contractor shall:

**19.5.1.**stop the Work on the date and to the extent specified in the Notice of Termination;

**19.5.2.**place no further orders or Sub-contracts, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

**19.5.3.**terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination.

**19.6.** In the event of a situation as described in Sub-Clause 39.6 of the NCI Agency General Provisions, the Contractor shall provide proof in writing no later than 5 business days after receipt of the Notice of Termination described above.

**19.7.** Continuous poor performance as illustrated above is understood to be an objective reality, based on facts and mutual understanding, and is therefore not open for disputes under the “Disputes” or “Arbitration” Clauses of the NCI Agency General Provisions.

## 20. Force Majeure

- 20.1.** “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.
- 20.2.** Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [20.1] are all fulfilled, include:
- 20.2.1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
  - 20.2.2 civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
  - 20.2.3 currency and trade restriction, embargo, sanction;
  - 20.2.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
  - 20.2.5 plague, epidemic, natural disaster or extreme natural event;
  - 20.2.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
  - 20.2.7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 20.3.** 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.
- 20.4.** 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:
- 20.4.1 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;
  - 20.4.2 the suspension of performance is of no greater scope than is necessitated by Force Majeure;
  - 20.4.3 the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [4.1], and notifies the Other Party immediately when the effects of Force

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

- 20.5.** 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.
- 20.6.** 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.

## **21. INSURANCES**

For the entire Contract duration, the Contractor shall provide all necessary insurance(s) for personnel and equipments, provided by the Contractor for the sole purposes of fulfilling the performance and deliverables required under the Contract.

## **22. INDEMNITY**

22.1 The Contractor will indemnify and hold harmless NATO and its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Articles 29 "Patent and Copyright indemnity" and 30 "Intellectual Property" of the NCI Agency General Provisions.

22.2 The Contractor will indemnify NATO and its servants or agents, against claims made against NATO and its servants or agents, by their personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.

22.3 The Contractor will consult with the Agency over the handling of any claim or action to which the provisions of this Article may be relevant and will consult with the Agency over the handling of any such claim and conduct of any such action and will not without prior consultation and without the concurrence of the Agency settle or compromise any such claim or action.

22.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or wilful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the Contractor shall involve the Agency in any investigation into the cause of the accident.

## **23. SECURITY**

- 23.1 Unless specified otherwise in any subsequent Task Order, the security classification of this Contract is NATO UNCLASSIFIED.

23.2 Contractor and Sub-Contractor personnel working on this Contract, visiting or working at NATO or National premises in connection with this Contract shall possess a NATO SECRET security clearance confirmed to the Purchaser by the relevant National Security Authority. This requirement applies to all sub-contracts issued by the Contractor for effort under this prospective Contract.

23.3 It is the responsibility of the Contractor to ensure that his personnel obtain the required security clearances and transmit this information to the sites to be visited in adequate time that the site may perform the appropriate administration. Contractors are advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time. Failure to obtain or maintain the required level of security for Contractor personnel for the period of performance of this Contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Article 11 and Article 39 of the NCI Agency, Part III - General Provisions.

23.4 The Contractor's Team Members shall possess a valid passport or ID Card and is required to maintain its validity for duration of the Contract.

23.5 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with the applicable security regulations.

23.6 At the end of the Contract, the Contractor shall deliver all the documentation and information collected and generated in support of this Contract to the Purchaser. This includes a certificate that no copies are retained at the Contractor's facilities.

23.7 In the performance of all works under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO and National security regulations as implemented by NATO and by the local authorities.

23.8 The Contractor shall note that there are restrictions regarding the carriage and use of electronic device (e.g. laptops, cell/mobile telephones) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.

23.9 Unless specified otherwise in any subsequent Task Order, the IDIQ Statement of Work defines the level of security of information exchanged and used for performance of the Contract.

23.10 In particular, the Contractor undertakes to:

23.10.1. 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;

23.10.2. 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;

23.10.3. Abstain from copying by any means, without the authorization of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;

23.10.4. 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;



- 23.10.5. 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;
- 23.10.6. Deny access to NATO classified information to any person other than those persons authorized to have such access by the national security authority or designated security agency;
- 23.10.7. 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;
- 23.10.8. Comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;
- 23.10.9. 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;
- 23.10.10 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;
- 23.10.11. Undertake not to utilize, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorized representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorized with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorized representative may direct;
- 23.10.12. Classify any produced document with the highest classification of the NATO classified information disclosed in that document.

## **24. NCI AGENCY SUPPLIER CODE OF CONDUCT**

- 24. 1.** The NCI Agency has a Supplier Code of Conduct located at <https://www.ncia.nato.int/business/do-business-with-us/code-of-conduct.html> and it constitutes part of this Contract.
- 24. 2.** This Supplier Code of Conduct sets standards and practices for suppliers and their sub-contractors to adhere to when doing business with the NCI Agency in the areas of labour rights, human rights, data protection, ethical conduct and the environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.
- 24.3.** In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

## 25. Basic Safeguarding of Contractor Communications & Information Systems (CIS)

### 25.1. Basic Safeguarding of Contractor Communication and Information Systems (CIS)

#### 25.1.1. **Definitions.** As used in this clause—

“*Contractor Communication and Information System*” means an information system that is owned or operated by a contractor that processes, stores, or transmits NATO Information.

“*NATO Information*” means all information, classified and unclassified, circulated within NATO, whether such information originates in NATO Civil or Military bodies or is received from member nations or from non-NATO sources to include but not limited to:

*NATO Information that is provided by or generated for the Purchaser under a contract to develop or deliver a product or service to NATO, but not including information provided by the Purchaser to the public (such as on public websites) or simple transactional information, such as necessary to process payments. Examples of NATO Information are:*

*NATO technical information that is subject to controls on its access, use, reproduction, modification, performance, display, release, disclosure, or dissemination that is technical data or computer software in nature; such as, research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, executable code and source code, design details, or formulae and related material that would enable the software to be reproduced, recreated, or recompiled.*

*NATO infrastructure information such as Emergency Management, Infrastructure Security Information, Information Systems Vulnerability Information, Physical Security.*

*NATO security information such as Internal Data or Operations Security, Security Agreement Information, Security Enforcement Information, Transportation Arrangements, Personnel Security Information, Privacy Information, or Sensitive Personally Identifiable Information.*

“*Information*” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“*Information system*” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“*Safeguarding*” means measures or controls that are prescribed to protect information systems.

#### 25.1.2. **Safeguarding requirements and procedures.** The Contractor shall provide adequate security on all contractor CIS. To provide adequate security, the Contractor shall implement, at a minimum:

25.1.2.1. For contractor CIS that are part of a cloud computing service or an Information Technology (IT) service or system developed or operated on behalf of NATO shall be subject to the security requirements specified elsewhere in this contract.

25.1.2.2. For contractor CIS storing, processing, or transmitting NATO UNCLASSIFIED Information that are not part of a cloud computing service or IT service or system operated on behalf of NATO and therefore not subject to the security requirement specified at paragraph 25.1.2.1 of this clause, the ISO/IEC 27001 security standards shall apply.

25.1.2.2.1. The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Purchaser. The scope of certification and the statement of applicability must be acceptable, following review, to the Purchaser, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

- 25.1.2.3. **Other requirements.** This clause does not relieve the Contractor of any other specific safeguarding requirements specified elsewhere in this contract or of other applicable NATO or national regulatory requirements. See also ANNEX C herein.
- 25.1.2.4. The Purchaser reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with this clause.
- 25.1.2.5. A breach of these obligations may subject the Contractor to contractual actions in law and equity for penalties, damages, and other appropriate remedies by the Purchaser.
- 25.1.2.6. Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (25.1.2.6), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or services in which the subcontractor may have NATO Information residing in or transiting through its CIS).

## 26. INTERDEPENDENCY

26.1 The parties acknowledge:

- (a) That this Contract specifies Schedule of Supplies and Services (SSS) items that are Firm Fixed Price (FFP) and Price Variation (PV) provision types. These items provide inputs and outputs for requirements A1-A8 as described in the Contract Statement of Work.
- (b) The inputs and outputs will be performed by the Contractor, where the Purchaser will seek to align these with multiple contracts in support of IT Modernisation – Recovery Programme, which will be awarded separately by the Purchaser. The Contractor has no contractual relationship or control over the contractors performing the multiple contracts the Purchaser awards in support of IT Modernisation – Recovery Programme.
- (c) The contracts in support of the IT Modernisation – Recovery Programme include efforts and critical path activities necessary for the timely and successful performance, compliance and completion of this Contract.
- (d) The FFP, PV and SSS items in this Contract assume timely delivery schedule compliance by all IT Modernisation – Recovery Programme contractors. The Purchaser reserves the right to share the IT Modernisation – Recovery Programme Master Programme and Project Schedules, to facilitate collaboration across the Programme and multiple contract(s) inputs and outputs with the Contractor.

(e) Timely and compliant Contract performance and delivery under this Contract of FFP, PV and SSS items may be dependent upon the timely performance and delivery of contractors performing respective contracts and/or respective Task Orders across the IT Modernisation – Recovery Programme.

26.2 Based on the foregoing, and notwithstanding any other provision of this Contract, the parties specifically agree to the following:

(a) If the performance of any work under the FFP, PV and SSS items are impacted by the unreasonable delay, deferral, increase or reduction in scope, schedule change, performance, availability of funding or cancellation of the work to be performed under the IT Modernisation – Recovery Programme Master Programme and Project Schedules, the Contractor for this Contract and/or respective Task Orders is requested to notify the Purchaser of potential losses, schedule adjustment or other impacted provisions/requirements of the Contract for the FFP, PV and SSS items affected for which the Purchaser may consider modifying the Contract and/or respective Task Order to take into account.

(b) That changes to the FFP, PV and SSS items authorised as necessary under this provision be correspondingly incorporated into the Contract under the process given at the clause “Changes - Firm Fixed Price and/or Price Variation ” of the Contract General and Special Provisions.

(c) That “impacted” as mentioned in (a) above is defined as a direct causal relationship thus creating a practical or actual impossibility of performance/contract compliance, including but not limited to causality evidenced and demonstrated losses, schedule adjustment, or other provision/requirement of the Contract regarding the ability to timely perform to the pre-existing FFP, PV and SSS contractual and/or respective Task Order requirements.

(d) Nothing in this provision shall cause the Purchaser any additional financial obligation under this Contract, except as specifically authorised under a written Contract amendment and/or Task Order amendment issued and signed by the Purchaser’s Contracting Authority,

26.3 The following principles, agreed by the Purchaser and the Contractor set forth the process for reporting and mitigating Impacts under this Article:

(a) The Contractor shall give the Purchaser initial notice as soon as practical after the possible Impact has or may have occurred under this Clause. Within a reasonable time thereafter, the Contractor shall give written notice to the Purchaser to include dates, nature, and circumstances of the possible impact.

(b) As soon as possible after receipt of the above notice, the Contractor and the Purchaser shall meet to consult on a course of action and jointly use best efforts to mitigate such impacts.

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

27.1 Subject to its other obligations under this Contract, the Contractor shall be open, co-operative and provide reasonable (on a “need to know” basis) assistance to the Purchaser to support third party suppliers providing services to the Purchaser or third parties to whom the Purchaser sub-contracts or delegates (or tasks to act in pursuance of) any of its rights and obligations under this Contract (each such third party being a “Purchaser Third Party”. This assistance shall include:

- a. providing such information to the Purchaser about the manner in which the Contractor Deliverables are provided as is reasonably necessary for Purchaser Third Parties to provide their services and deliverables to the Purchaser or carry out such activities as have been delegated to them by the Purchaser;
- b. making information available for, or accepting information from, Purchaser Third Parties (including through Purchaser directed interfaces or information exchanges or interdependencies, involving the Contractor and Purchaser Third Parties);
- c. using its reasonable endeavours to prevent, resolve and limit the impact on the Purchaser of any disputes or disagreements between it and any Purchaser Third Parties; and
- d. meeting with the Purchaser and Purchaser Third Parties to discuss the Contractor Deliverables and the interdependencies of services and deliverables provided by third parties.

27.2 Without limiting the Contractor's obligations, the Contractor shall inform the Purchaser of any disputes or disagreements between it and any of Purchaser Third Parties that may affect the provision of the Contractor Deliverables.

## **28. NATO NATION MEMBER COLLABORATION**

28.1 This Contract is supporting multiple Purchaser projects and is integrating the work of multiple contractors to accomplish its objectives. Therefore the Purchaser will be utilising the deliverables under this Contract along with deliverables under other Contracts to achieve its overall objectives, and requires the intellectual property rights to do so. The Contractor therefore is providing a non-exclusive, transferrable license to the Purchaser to use all information provided to the Purchaser under this Contract as needed by the Purchase to accomplish its projects, to include the integration of the work of multiple Contractors.

28.2 Without the prior consent in writing of the Purchaser, the Contractor shall not wittingly make use in the performance of the Contract of inventions, designs or technical information which are the subject of any agreement made after the date of the Contract or make any grant of rights in the results of work under the Contract which they know would restrict their freedom to provide the information as required by this clause.

**29. CONTRACTOR PARTICIPATION IN TASK ORDERS**

29.1. Under this Indefinite Delivery Indefinite Quantity (IDIQ) Contract, the Contractor will be monitored by the Purchaser for its response to Task Order(s). Further, the Purchaser reserves the right to fulfil its requirements from sources other than Contractor.

29.2. In the event the Contractor fails to deliver goods and/or services within the agreed timescale for any Task Order for a consecutive period of three months or the issue of up to six Tasks Orders, whichever is soonest, the Purchaser reserves the unilateral right to declare the IDIQ contract in-active, where the Contract will be deemed 'frustrated'. The Purchaser will notify the Contractor in writing of its decision under these provisions and will cease issuing Task Orders to the Contractor. The existing Task Orders will not be effected.

29.3. In such an event, the Purchaser reserves its rights to select a replacement Contractor, for a place under this IDIQ Contract. The next lowest priced offer in relation to the original IDIQ competition will be used to determine, and within a reasonable time limit, the appointment of a replacement Contractor. Under these provisions the Purchasers decision will be final.

**30. KEY PERSONNEL**

30.1. The key personnel proposed by the Contractor in its Project Management Plan and that satisfy the personnel requirements laid down in the SOW 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.

30.2. If any options are exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract.

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

Key Personnel	Name	Function within organisation

30.4. Under the terms of this Article, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract. In cases where the Contractor has no control over the individual's non-availability (e.g., resignation, sickness,

incapacity, etc.), the Contractor shall notify the Purchaser of a change of key personnel within 10 days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications with no additional costs for the Purchaser.

30.5. Contractor personnel proposed in substitution of previously employed Contractor Key Personnel shall be interviewed and approved by Purchaser Project Manager before substitution acceptance is granted in writing by the Purchaser contracting Authority.

30.6. In the event of a substitution of any key personnel listed in paragraph 30.3 above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate: • Full details of professional and educational background;

30.7. Evidence that the personnel is qualified in pertinent contract related areas per the SOW.

30.8. The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted.

30.9. Furthermore, even after acceptance of a Contractor's staff member on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject the Contractor's staff member, if the individual is not meeting the required level of competence. The Purchaser will inform the Contractor, in writing in cases where such a decision is taken and the Contractor shall propose and make another staff member available within ten working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and its acceptance of staff members shall in no way relieve the Contractor of its responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility to the Purchaser.

30.10. After acceptance in writing by the Purchaser of a substitution of staff, based on a CV and/or interview, paragraph shall be applicable again, if necessary.

30.11. The Purchaser may at any time require the Contractor immediately to cease to employ the above named Key Personnel under the present Contract if, in the opinion of the Purchaser, his/her employment is undesirable. The Contractor shall replace any such employee in accordance with paragraph 30.5 and 30.6 above.

30.12. In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Article may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract in accordance with the terms of the General Provisions Clause entitled "Termination for Default".

30.13. Any change of status or reorganization of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganization is promulgated.

30.14. The Contractor's Key Personnel required to interface directly with the Purchaser's counterparts, shall have the capability to readily communicate (oral and written fluency) in English and to provide, if requested official documents destined for distribution during the course of the Contract in English.

30.15. The Purchaser may, for just cause, require the Contractor to remove its employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and/or contain a notice for default and the remedies to be sought by the Purchaser.



**ANNEX A: SAMPLE TASK ORDER<sup>1</sup>**

[RESERVED]

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<sup>1</sup> This is a sample Task Order, and could be in a different format when the Contract is awarded.

**ANNEX B: KEY PERFORMANCE INDICATORS (KPI)**

**KEY PERFORMANCE INDICATORS (KPIs) SCORECARD**

1. The Contract performance shall be measured on a quarterly basis through the use of the five (5) KPIs listed in the “Key Performance Indicators (KPIs) and Targets” Clause of the Contract Special Provisions.

1.1 Each KPI has a target, and the KPI shall be awarded a percentage score of compliance towards this target during the quarter in question.

1.2 Each KPI score is weighted in terms of its importance to the overall Contract performance via a pre-determined weight.

1.3 The weighted score, per quarter, of the KPIs provides the Total Quarterly Score in percentages. This Total Quarterly Score shall then be reflected in a Pass or Fail manner on the “Overall Scorecard” to allow for ease of visibility.

1.3.1 Pass = 90.1 – 100%

1.3.2 Fail = 0 – 90%

1.4 The Contractor will be responsible for generating the Scorecards, and the Purchaser will provide associated feedback with the Contractor, and discuss the encountered issues and improvements, as required. Based on the feedback provided, the Contractor shall propose an action plan within 10 business days to improve on any identified shortcomings.

1.5 The KPIs shall be measured based on the following criteria and instructions, provided in Table 1 below.

KPI	WEIGHT	MEASUREMENT CRITERIA	INSTRUCTIONS FOR SCORING
<b>Delivery on Time (DOT)</b>	20%	Delay in Business Days	<ul style="list-style-type: none"> <li>• TO Delivery Date means the specified lead time (SSS / TO) after the TO release date.                             <ul style="list-style-type: none"> <li>• Arrived by deadline = 100%</li> </ul> </li> <li>• Arrived maximum of 2 business days late = 95%</li> <li>• Arrived maximum of 5 business days late = 90%</li> <li>• Every additional business day delay = reduction of 5%</li> </ul>
<b>Delivery Complete</b>	20%	Delivery Completeness Percentage	<ul style="list-style-type: none"> <li>• Complete delivery means all items are correctly delivered in quantity, type, and undamaged based on the inspection as per SOW.                             <ul style="list-style-type: none"> <li>• Complete delivery, or above 99% = 100%</li> </ul> </li> <li>• All percentages are rounded up to the nearest %-point.</li> <li>• % is calculated by Items Correctly Delivered / Items Ordered</li> </ul>
<b>Delivery Discrepancy Resolution</b>	20%	Delay in Business Days	<ul style="list-style-type: none"> <li>• Discrepancies are listed and elaborated in SOW.</li> <li>• All discrepancies closed within 10 business days after Purchaser notification = 100%</li> <li>• Every additional business day delay = reduction of 5%.                             <ul style="list-style-type: none"> <li>• No Discrepancies with a TO = 100%.</li> </ul> </li> </ul>

<b>Warranty Resolution</b>	30%	Delay in Business Days	<ul style="list-style-type: none"> <li>• Warranty Claim Initiation Date means the notification by the Purchaser creating a warranty claim via email.</li> <li>• Warranty Claim Resolution Date means the Purchaser confirmation of satisfactory closure, as per SOW.</li> <li>• All Warranty Claims satisfactorily closed within 10 Business days for COTS, or 20 Business days for TEMPEST devices = 100%</li> <li>• Every additional business day delay = reduction of 5%.                         <ul style="list-style-type: none"> <li>• 1 Business day is counted as 24h from the notification.</li> </ul> </li> </ul>
<b>Up to Date Product Catalogue</b>	10%	Yes or No (following Purchaser request via TO)	<ul style="list-style-type: none"> <li>• The Product Catalogue is considered not 'up to date' if a Purchaser request was kept on hold or otherwise delayed due to items no longer being available, while remaining available for selection in the Product Catalogue; unless the alternative replacement was already proposed in writing to the Purchaser. This is further elaborated in SOW.                         <ul style="list-style-type: none"> <li>• Up to date Product Catalogue = 100%</li> </ul> </li> <li>• Notification after submission of a Task Order that the Product Catalogue is not up to date = 0%</li> </ul>

**Table 1 Scorecard Instructions**

1.6 All the above will be detailed by the Contractor in visual form in a Scorecard to be submitted by the Contractor Monthly, Quarterly and Annually.

**ANNEX B KEY PERFORMANCE INDICATORS (KPIs) REWARD OPTION(S)**

## Contract Evaluation Rating Definitions – Logistics Services Framework

## Reward Option KPI Criteria for Year 6 and 7 Options

In accordance with Article 17 Options paragraph 17.1.2, the following criteria will apply to measure the Contractor's performance to qualify for the exercise of the additional 'Reward Option' period(s) under the Contract:

**(a) Exceeded**

Performance meets contractual requirements and exceeds some to the Purchasers benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor led to requirements being exceeded.

Note: To justify an Exceeded rating, identify multiple events and state how they were of benefit to the Purchaser. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceeded rating. Also, there should have been NO significant weaknesses identified.

**(b) Met**

Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor and led to requirements being met.

Note: To justify a Met rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the Contract/order. There should have been NO significant 'Not Met' requirements identified. A fundamental principle of assigning ratings is that Contractor will not be evaluated with a rating lower than Met solely for not performing beyond the requirements of the Contract/order.

**(c) Not Met**

Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were not met.

Note: To justify a Not Met rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Purchaser. A singular problem, however, could be of such serious magnitude that it alone constitutes a Not Met rating. A Not Met rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

**ANNEX C: Security Management / Information Protection**

- 1.1 The Contractor shall, upon request, provide to the Purchaser, a system security plan (or extract thereof) and any associated plans of action developed to satisfy the security requirements of Special Provisions clause, “ Basic Safeguarding of Contractor Communication Information Systems (CIS)”, in effect at the time the solicitation is issued or as authorized by the Contracting Officer, to describe the contractor’s CIS/network(s) where NATO Information associated with the execution and performance of this contract is processed, stored, or transmitted.
- 1.1.1 The Contractor shall, upon request, provide the Purchaser with access to the system security plan(s) (or extracts thereof) and any associated plans of action for each of the Contractor’s tier one level subcontractor(s), vendor(s), and/or supplier(s), who process, store, or transmit NATO Information associated with the execution and performance of this contract.
- 1.2 The Contractor shall identify all NATO Information associated with the execution and performance of this contract. At the post-award conference, the Contractor and Purchaser Project Manager and Contracting Officer shall identify and affirm marking requirements for all NATO Information to be provided to the Contractor, and/or to be developed by the Contractor, associated with the execution and performance of this contract.
- 1.3 The Contractor shall track all NATO Information associated with the execution and performance of this contract. The Contractor shall document, maintain, and upon request, provide to the Purchaser, a record of tier 1 level subcontractors, vendors, and/or suppliers who will receive or develop NATO Information and associated with the execution and performance of this contract.
- 1.4 The contractor shall restrict unnecessary sharing and/or flow down of NATO Information associated with the execution and performance of this contract. The Contractor shall restrict unnecessary sharing and/or flow down of NATO Information and associated with the execution and performance of this contract – in accordance with NATO marking and dissemination requirements and based on a ‘need-to-know’ to execute and perform the requirements of this contract. This shall be addressed and documented at the post-award conference.
- 1.5 The contractor shall develop and store all NATO technical data (e.g., source code) in a secure facility. The contractor shall prevent computer software, in the possession or control of non-NATO entities on non-NATO information systems, from having connections to the network through segregation control (e.g., firewall, isolated network, etc.) and document meeting this requirement in the contractor security plan.
- 1.6 The Contractor shall flow down the requirements of this clause to their tier 1 level subcontractors, vendors, and/or suppliers.
- 1.7 All deliveries should be annotated in the Integrated Master Plan (IMP) for the System Engineering Technical Reviews or as agreed during the post-award conference.