NATO Communications and Information Agency

Office of Acquisition

Boulevard Léopold III
B-1110 Brussels, Belgium

NCIA/ACQ/2023/06501

14 February 2023

To: See Distribution List

Subject: **Provision of Tactical Deployable Communications and Information Systems (TDCIS) for the Portuguese Army**
Request for Quotation RFQ-CO-115363-PRT-TDCIS, Amendment 9

Reference:
A. AC/4-D(2019)0004 (INV)
B. NCIA/ACQ/2021/06476 Notification of Intent dated 18 January 2021
C. NCIA/ACQ/2021/06775 Notification of Intent AMD 1 dated 9 April 2021
D. NCIA/ACQ/2021/68940 RFQ-CO-115363-PRT-TDCIS, dated 2 Jun 2021
E. NCIA/ACQ/2021/06983 RFQ-CO-115363-PRT-TDCIS, Amendment 1 dated 15 June 2021
F. NCIA/ACQ/2021/07015 RFQ-CO-115363-PRT-TDCIS, Amendment 2 dated 25 June 2021
G. NCIA/ACQ/2021/07065 RFQ-CO-115363-PRT-TDCIS, Amendment 3 dated 14 July 2021
H. NCIA/ACQ/2021/07140 RFQ-CO-115363-PRT-TDCIS, Amendment 4 dated 6 August 2021
I. NCIA/ACQ/2021/07259 RFQ-CO-115363-PRT-TDCIS, Amendment 5 dated 17 September 2021
J. NCIA/ACQ/2021/07281 RFQ-CO-115363-PRT-TDCIS, Amendment 6 dated 28 September 2021
K. NCIA/ACQ/2022/07059 Notification of Intent AMD 2 dated 6 September 2022
L. NCIA/ACQ/2021/07195 RFQ-CO-115363-PRT-TDCIS, Amendment 7 dated 25 October 2022
M. NCIA/ACQ/2022/07365 RFQ-CO-115363-PRT-TDCIS, Amendment 8, dated 09 December 2022.

Dear Sir/Madam,

1. At Reference D your firm was invited, in conformance with the terms of your active Basic Ordering Agreement (BOA) with the NCI Agency, or the nomination through your National Delegation, to participate in a BOA Plus competition for the provision of Tactical Deployable Communications and Information Systems (TDCIS) for the Portuguese Army.
2. The purpose of this Amendment 9 to RFQ-CO-115363-PRT-TDCIS is to:
    a. Publish Purchaser's answers to Clarification Requests (CRs) received for the subject RFQ. The Purchaser is providing their response at Annex A attached to this letter
    b. Issue revised RFQ Documents as follows:
        - RFQ-CO-115363-PRT-TDCIS Book I Bidding Instructions AMD9
        - RFQ-CO-115363-PRT TDCIS Book II Part II Special Provisions AMD9
        - RFQ-CO-115363-PRT TDCIS Book II SoW AMD9
        - RFQ-CO-115363-PRT-TDCIS Book II SRS v.2.3 – SoW Annex A

c. Distribute the following documents referenced in the RFQ:

   i. AfT Request Template_SAA
   ii. A-SISRS_Template_V1.0_NU
   iii. CIS_Description_Template_V1.2_NU
   iv. SAP_Template_V4.0_NU
   v. SecureAIS_Generic_SecOPs_v.1.0_NU
   vi. SSRS_template_V5.0_NU
   vii. 20221220_NU_AFPL

d. **Extend the Bid Closing Date to 17:00 HOURS (BRUSSELS TIME) on Tuesday, 28th February 2023**.

3. By virtue of this Amendment, the documents replace and supersede any previous versions issued in the context of RFQ-CO-115363-PRT TDCIS. All other RFQ documents remain unchanged in this Amendment.

4. The RFQ documents are revised as follows:

RFQ-CO-115363-PRT-TDCIS Book I Bidding Instructions AMD9:

amending the Bid Closing Date in section 2.3.1.

RFQ-CO-115363-PRT-TDCIS – Book I Annex C – Bidding Sheets – AMD9

please see Annex A under "Status"

RFQ-CO-115363-PRT-TDCIS Book II Part II Special Provisions II AMD9:

extension of modifications and alterations to BOA provisions in section 1.

RFQ-CO-115363-PRT TDCIS Book II SOW AMD9:

correction of reference in section 8

PRT TDCIS – SRS v.2.3 – SoW Annex A:

please see Annex A under "Status"

5. **THE NEW CLOSING TIME FOR SUBMISSION OF QUOTATIONS IN RESPONSE TO THE RFQ IS 17:00 HOURS (BRUSSELS TIME) ON Tuesday, 28 February 2023.**

6. The reference for this RFQ is RFQ-CO-115363-PRT-TDCIS, and all correspondence concerning the RFQ should reference this number.

7. Prospective Offerors are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for quotation preparation costs incurred by firms or any other collateral costs if solicitation cancellation occurs.

8. In accordance with the NATO Management of Non-Classified NATO Information policy (C-M(2002)60), this RFQ is the property of the NCI Agency and shall therefore NOT be published on the internet.

9. Your point of contact for all information concerning this RFQ is Mr. Ole Hubner, Senior Contracting Officer, who may be reached at RFQ-CO-115363-PRT-TDCIS@ncia.nato.int

On behalf of the Chief of Acquisition:

Mr. Ole Hubner
Senior Contracting Officer

Enclosures:

- Annex A - Purchaser's answers to the Clarification Requests
- RFQ-CO-115363-PRT-TDCIS Book I Bidding Instructions AMD9
- RFQ-CO-115363-PRT-TDCIS – Book I Annex C – Bidding Sheets – AMD9
- RFQ-CO-115363-PRT-TDCIS Book II Part II Special Provisions AMD 9
- RFQ-CO-115363-PRT TDCIS Book II Part IV SOW AMD9
- RFQ-CO-115363-PRT TDCIS Book II Part IV SRS v2.3 - SoW Annex A
- AfT Request Template_SAA
- A-SISRS_Template_V1.0_NU
- CIS_Description_Template_V1.2_NU
- SAP_Template_V4.0_NU
- SecureAIS_Generic_SecOPs_v.1.0_NU
- SSRS_template_V5.0_NU
- 20221220_NU_AFPL

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REQUEST FOR QUOTATION

RFQ-CO-115363-PRT TDCIS

Amendment 9

Tactical Deployable Communications and Information Systems (TDCIS) for the Portuguese Army

ANNEX A

Response to Clarification Requests

ANNEX A – Responses to Clarification Requests

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
A.10	Book I – Bidding Instructions - Section 1.1.4 Book II - The Prospective Contract, Part II - The Special Provisions Book II - The Prospective Contract, Part III - The General Provisions	In our understanding active BOA owners shall consider BOA general conditions and not General Provisions of BOOK II Part III as governing the contract. However please note that Special Provisions revise/update only General Provisions clauses not considering BOA clauses, providing confusion on the correct interpretation. Please confirm our above understanding and revise the Special Provisions accordingly. Specific reference in this sense is made to art. 1 Special Provisions named "1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA/ GENERAL AND SPECIAL PROVISIONS" Please confirm our above understanding and revise the Special Provisions accordingly.	Please see amended Contract Special Provisions. Furthermore, please be aware of par. 2 of the Contract Special Provisions, stating the order of precedence. As the Contract Special Provisions have precedence over the BOA Agreement, the Contract Special Provisions prevail in the event of conflict.	Please see updated Book II, Part II, Section 1
A.11	Multiple Sections	Due to the several references mentioned throughout the tender documentation, we request that the following document templates are made available for our consideration: 1) Security Accreditation Plan Template, version 4.0, dated 08 July 2016; 2) CIS Description Template, version 2.1, dated 02 May 2017; 3) Security Risk Assessment (SRA) Report (NATO PILAR) Template (NR), version 1.0, dated January 2013; 4) System Security Requirements Statement (SSRS) Template, version 5.0, dated 12 January 2018;	Templates are provided with this amendment. NR classified ones will be provided upon contract award. ESECS form is a document giving the whole system configuration with all SW tools (including version numbers etc) and HW (with serial numbers etc).	No amendment to RFQ required

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
		5) Abbreviated System Interconnection Security Requirements Statement (A-SISRS) Template, version 1.0, dated 19 September 2017; 6) Secure AIS Generic SecOPs, version 1.0 dated 20.05.2014; 7) Generic Security Test & Verification Plan (NR), version 1.0, dated 17 February 2014; 8) Electronic Security Environment Conformance Statement (ESECS) Template (NR), dated 05.02.2018; 9) Approval for Test Request Template, dated 23.01.2017.		
A.12		We request that the following documents are made available for our consideration: 1) AFPL, Approved Fielded Product List, relevant to the NGCS (also known as NGCS AFPL), "NGCS AFPL 06 July 2022.xls".	AFPL is provided with this amendment. Please also note that APFL is a living document.	No amendment to RFQ required.
A.13	Book II – Part II Contract Special Provisions, Clause 24 Book I – Bidding Instructions Book II Part IV SOW - par. 2.6.2	In Clause 24 of the Special Provisions options are indicated as available for exercise by the Purchaser at any time and in any combination from the date of Contract execution to Final System Acceptance (FSA) plus two (2) years. However in SOW par. 2.6.2 s the production and delivery of the optional Batch 3 seems to be requested together with Batch 2. Please clarify the schedule of the activities related to Batch 3 if the option is exercised by the Purchaser.	The provision of the Special Provisions prevails, the options can be exercised any time in any combination up to 2 years after FSA. SoW paragraph 2.6.2 does not give any Batch 3 delivery time.	No amendment to RFQ required.
A.14	Book I – Bidding Instructions par. 2.3.1	The current timeline is not achievable due to the risk of configuration lists changing as a result of the answers to the questions. Please extend the bid closing date. A minimum of 3 months is required for the review and design of configuration lists.	The NCI Agency extends the bid closing date to Tuesday, 28th February 2023, 17:00 Hours Brussels Time.	Please see new Bid Closing Date in Book I, Section 2.3.1

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
A.15		It is possible to share the standard NATO 6516/SHCPE/86-88? It is mentioned across AM8 as the standard for the shelters and we consider crucial to have access to this document.	At this stage, NCIA can not provide any NR classified documents. But, please note that any shelter manufacturer would have this standard or get it through national authorities.	No amendment to RFQ required.

PRICE				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
P.1	Book II - The Prospective Contract, Part II - The Special Provisions	Considering the uncertainty of the market and the increase of the labor and material costs occurred in the last months, and as done by NCIA in some recent tenders, we gently ask to include in the Special Conditions a "Price Variation" clause. This clause should permit the Contractor to ask a price adjustment or revision within limits defined by the increase of the labor and material costs as defined by international recognized indexes.	Considering the type of the contract and the relatively short duration of the Contract from EDC to FSA, the Agency does not consider the inclusion of a price variation clause necessary.	No amendment to RFQ required.
P.2	RFQ-CO-115363-PRT-TDCIS – Book I Annex C – Bidding Sheets – AMD7	Some of the total quantities indicated in the Bidding sheets are not in line with the ones of the SOW or. For instance "Two Wheeled Trailer common base" (CLIN 6.3.2.1) tot quantity is zero in Batch 1, Batch 2 and Batch 3 while is not zero the relevant quantity per node. The same errors seems to be in other CLINs like 7.1.1.2.2, 7.1.1.2.5, 7.3.2.1. Please clarify which is the correct total quantities.	Bidding Sheets are updated. Changes are highlighted in red.	Please see updated Bidding Sheets.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.36	Book II Part IV SRS - pag. 101 PRTTDCIS-1149	It is understood that TEMPEST compliance has to be achieved while considering elements integrated in their housing (shelters, trailers, transit cases). Please confirm and/or clarify.	That is correct as long as TEMPEST certification is maintained when elements are being operated; such as, for instance, if transit case require open covers during operation; and when elements from different security domains operate inside the same housing solution (e.g. shelter).	No amendment to RFQ required.
T.37	Book II Part IV SRS - pag. 294 PRTTDCIS-3012	Helpdesk tool kit. One (1) switch for each security domain is interpreted as a requirement to supply four(4) switches (BLK, xU, xR, xS) for each tent. Please confirm and/or clarify.	That is correct.	No amendment to RFQ required.
T.38	Book II Part IV SRS - pag. 294 PRTTDCIS-3012	Helpdesk tool kit. Each switch will require network connectivity/cabling to the associated shelter. Could we use patch and power cables with length that is design driven, e.g. assuming that the tent will be mounted close/adjacent to the associated shelter?. If this is not acceptable please specify the maximum distance of thent from the shelter, in order to evaluate the required cable length.	That is correct, the admin tent is meant to be deployed close to the shelter.	No amendment to RFQ required.
T.39	Book II Part IV SRS - pag. 209 PRTTDCIS-2378	Please confirm that the Access BoB will be powered by a "local" power source (not part of project deliverables).	That is correct.	No amendment to RFQ required.
T.40	Book II Part IV SRS - pag. 209 PRTTDCIS-1804 - pag. 204	The Access BoB will have to be integrated in TINY transit cases. The UAM will implement a dedicated UPS functionality. Due to max weight constraints, please clarify if UPS can be	No, as per PRTTDCIS-1800, PRTTDCIS-3242 and PRTTDCIS-3243, as single TINY Transit Case shall contain all Access BoB elements including switch and UPS.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
	PRTTDCIS-1787	provided in a dedicated TINY transit case, integrated in the Access BOB	As explained in PRTTDCIS-4509, the UPS function (of the Access BoB) it is not mandatory to implement the UPS function as a dedicated appliance.	
T.41	Book II Part IV SRS - pag. 209 PRTTDCIS-1804 - pag. 208 PRTTDCIS-4230	The Access BoB will have to be integrated in TINY transit cases. Considering that Outdoor WAP is not a lightweight device by nature, please confirm that WAP has not to be included in the Access BoB payload.	Shelter mounted WAP shall meet OPE-1a performance targets where Access Bob WAP shall only meet OPE-1c performance targets. It is then not required to have the same WAP for the shelter and the Access BoB. See also updated PRTTDCIS-4642 in SRS v2.3.	Please see updated SRS V.2.3.
T.42	Book II Part IV SRS - pag. 100 PRTTDCIS-2379	Access BoB will operate in OPE-1c conditions. There are no requirements for an ECU for BoB. Please confirm that an ECU for BoB is not part of the supply.	The need for an ECU for the Access BoB to meet OPE-1c performance targets are design driven.	No amendment to RFQ required.
T.43	Book II Part IV SRS - pag. 101 PRTTDCIS-4268	NS Kit will operate in OPE-1c conditions. There are no requirements for an ECU for NS Kit. Please confirm that an ECU for NS Kit is not part of the supply.	The need for an ECU for the NS Kit to meet OPE-1c performance targets are design driven.	No amendment to RFQ required.
T.44	Book II Part IV SOW - pag. 13 WP1-50	WP1-50 states: "The LLD at CDR shall document and demonstrate a proof of concept for the transit cases sought for the various CIS Modules of the TDCIS and environmental control capabilities." It is understood that the proof of concept at CDR will be based on documentation, calculation, analysis, etc., not requiring necessarily a physical implementation of the transit cases, e.g. constructing a prototype. Please confirm and/or clarify.	Physical proof of concept is required.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.45	Book II Part IV SRS - pag. 101 PRTTDCIS-4642 - pag. 100 PRTTDCIS-2379	All WAPs shall operate in OPE-1a conditions. There are WAP also included in the Access BOB, that is specified to operate in OPE-1c conditions. Please clarify if PRTTDCIS- 4642 applies only to the Shelter's WAP or it has also to be applied to the WAPs required to be integrated in Access BoB.	Please see the response to T.41	Please see updated SRS V.2.3.
T.46	Book II Part IV SRS - pag. 101 PRTTDCIS-1149 - pag. 320 PRTTDCIS-1823	There is no a requirement for Tempest Level B certification for Semi-rugged Laptops. Please confirm that the Laptops to be supplied will not require Tempest Level B certification.	As per PRTTDCIS-1805, all EUD-xS shall meet TEMPEST level B. EUD-xS covers all project deliverable End-User Devices such as Laptops, Phones, etc. and their ancillaries.	No amendment to RFQ required.
T.47	Book II Part IV SRS - pag. 101 PRTTDCIS-1149 - pag. 321 PRTTDCIS-1831	There is no a requirement for Tempest Level B certification for VoIP phones. Please confirm that the phones to be supplied will not require Tempest Level B certification.	Please see the response to T.46.	No amendment to RFQ required.
T.48	Book II Part IV SRS - pag. 39 PRTTDCIS-1144	SRS 1144 states: All CIS Nodes, Modules and their electric and electronic components shall comply with the EMC requirements as contained in the MIL-STD-461G, latest edition (hereafter referred to as MIL-STD-461G).". Please confirm that this requirement must be understood as: "all CIS Nodes and Modules shall comply with MIL-STD-461G in their housing elements (i.e. Shelters, Racks or Transit Cases as applicable)".	That is correct, All CIS Nodes, Modules **and their electric and electronic components** shall comply with the EMC requirements as contained in the MIL-STD-461G, latest edition when installed in their housing solution and being operated.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.49	Book II Part IV SRS - pag. 80 PRTTDCIS-1434	Table 10 - ETHERNET (FO and Cu): required quantity is undesrstood as number of transmission channels, e.g. 1 x FO is equivalent to two (2) fiber cores, 1 x Cu is equivalent to four(4) copper pairs. Please confirm and/or clarify.	That is correct.	No amendment to RFQ required.
T.50	Book II Part IV SRS - pag. 80 PRTTDCIS-1434	Table 10 - ETHERNET (FO and Cu): please clarify the meaning of FO and Cu. E.g. 8 x AN means that the requirements is satisfied if 4 x FO + 4 x Cu is provided (or any other mixing, design driven) ? Please clarify.	With the example of the AN, it shall be possible to connect 8 FO simultaneously or 8 Cu simultaneously or any combination of both technologies up to a maximum of 8 (4xFO+4xCu, 2xFO+6xCu, etc.) that the Customer might see fit during deployment. The distribution between FO and Cu quantities is not design driven.	No amendment to RFQ required.
T.51	Book II Part IV SRS - pag. 25 PRTTDCIS-2091	SFP based connectivity seems required for each ethernet network termination equipment. It is understood that this requirement will not apply to: - termination of EUDs (e.g. laptops, phones, waps, small UAM, etc.) - any PoE specified termination Please confirm and/or clarify	That is correct. See updated PRTTDCIS-2091 in SRS v2.3. See also PRTTDCIS-3822, PRTTDCIS-3823 and PRTTDCIS-3824	Please see updated SRS V.2.3.
T.52	Book II Part IV SRS - pag. 273 PRTTDCIS-1396	It is required a 100mm diameter aperture. Could this requirement be satisfied by a rectangular in shape aperture, provided that minimum size is 100mm x 100mm ?	Customer has no preference on the aperture shape. See updated PRTTDCIS-1396 in SRS v2.3.	Please see updated SRS V.2.3.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.53	Book II Part IV SRS - pag. 282 PRTTDCIS-2210	External Line of Sight Roof Panel (ELOSRP). Please confirm that (despite of "roof" denomination) this panel can be also located on any of the shelter's walls.	That is correct.	No amendment to RFQ required.
T.54	Book II Part IV SRS - pag. 282 PRTTDCIS-2210	External SATCOM Roof Panel (ESATRP). Please confirm that (despite of "roof" denomination) this panel can be also located on any of the shelter's walls.	That is correct.	No amendment to RFQ required.
T.55	Book II Part IV SRS - pag. 282 PRTTDCIS-2210	External Commercial Communication Roof Panel (ECCRP). Please confirm that (despite of "roof" denomination) this panel can be also located on any of the shelter's walls.	That is correct.	No amendment to RFQ required.
T.56	Book II Part IV SRS - pag. 288 PRTTDCIS-2251	"...telescopic masts shall be fixed to the communications shelter external side panels.". Please clarify if for "side panels" of the shelter is also intended as shelter's Front and Back wall.	That is correct.	No amendment to RFQ required.
T.57	Book II Part IV SRS - pag. 29 PRTTDCIS-2394	Please clarify if environmental and climatic testing is required for only one(1) of the shelters (a representative sample, part of the first article shelter's set).	Environmental testing is required only for one representative sample of each equipment of the 1st Article Test equipment.	No amendment to RFQ required.
T.58	Book II Part IV SRS - pag. 29 PRTTDCIS-3110	Please clarify if mechanical testing is required for only one(1) of the shelters (a representative sample, part of the first article shelter's set).	Mechanical testing is required only for one representative sample of each equipment of the 1st Article Test equipment.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.59	Book II Part IV SRS - pag. 29 PRTTDCIS-2394	Please clarify if environmental and climatic testing is required for only one(1) of the BoB (a representative sample, part of the first article BoBs set).	Environmental testing is required only for one representative sample of each equipment of the 1st Article Test equipment.	No amendment to RFQ required.
T.60	Book II Part IV SRS - pag. 29 PRTTDCIS-3110	Please clarify if mechanical testing is required for only one(1) of the BoB (a representative sample, part of the first article BoBs set).	Mechanical testing is required only for one representative sample of each equipment of the 1st Article Test equipment.	No amendment to RFQ required.
T.61	Book II Part IV SRS - pag. 263 PRTTDCIS-1372	Equipment mounting standard. Is there a specific standard to comply with? E.g. is DIN rail mounting acceptable?	Purchaser is familiar with DIN Rails used in electrical cabinets for mounting of appliances such as circuit breakers. Now, if the bidder refers to the mounting of equipment in the Shelter itself along the walls, floor and ceiling; as per PRTTDCIS-1392, NATO C-Rails shall be used to fix equipment (racks, etc.).	No amendment to RFQ required.
T.62	Book II Part IV SRS - pag. 56 PRTTDCIS-1188	"The shelter's will be mounted on all-terrain vehicles…". Is it possible to share minimal specifications for Vehicles (e.g. load capacity, haul capacity, maximum speed, etc.)?	At this stage, bidders shall consider the shelter when mounted on its ISO corners to meet the road test conditions and other mechanical, vibration, etc. performance targets as defined in the SRS. Center of gravity, shelter maximum weight and dimensions, etc. constraints captured in the SRS have been specified in line with the vehicle specifications. More vehicle details will be shared after contract award.	No amendment to RFQ required.
T.63	Book II Part IV SOW - pag. 15 WP2-19	Please confirm that First article test can be performed simulating the crypto devices (assuming that first article test is not performed at Customer's home Nation).	First Article Test shall be carried in Customer's Home Nation (Portugal). Purchaser will provide the PFE required for the first article test. Please also see SoW	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
			section 2.2 including subsections of 2.2.	
T.64	Book II Part IV SRS - pag. 75 PRTTDCIS-1431, PRTTDCIS-2555	It is specified a number of users to support. Please clarify if the supply is limited to the required quantity of workstations (as per bidding sheets), or additional workstations have to be supplied to support these users.	TDCIS Nodes shall provide services to the maximum quantity of users and system administrators as defined in PRTTDCIS-1431 and PRTTDCIS-2555. However, the project shall only deliver EUD for the System Administrators (as defined in multiple statements along the SRS). EUD for the End-Users are PFE.	No amendment to RFQ required.
T.65	Book II Part IV SRS - pag. 233 PRTTDCIS-2073	Please confirm that the operational scenario will be to operate with shelters mounted on the Vehicle.	Shelter may be equally operated mounted on or dismounted from the Vehicle.	No amendment to RFQ required.
T.66	Book II Part IV SRS - pag. 231 PRTTDCIS-2067	Please confirm that the requirement implies that no mechanical feeder replacement is necessary to switch from X band to Ka band and back. Please confirm that only one band will be used at a time	Simultaneous X- and Ka-band operation is not a requirement. No mechanical feeder replacement shall be required to switch from X band to Ka band and vice versa. See updated PRTTDCIS-2067 in SRS v2.3	Please see updated SRS V.2.3.
T.67	Book II Part IV SRS - pag. 263 PRTTDCIS-2162	Please confirm that the four(4) off tactical cables are intended to be used independently (i.e. with MIL- DTL-38999 standard RJFTV male connectors each end).	That is correct, each cable reel shall contain those 4 independent cables, each with an independent connector.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.68	Book II Part IV SRS - pag. 263 PRTTDCIS-2159	Please confirm that FO cable will be single mode.	That is correct. As per PRTTDCIS-2221, connectivity between dispersed elements (Access BoB, NS Kit, etc.) and shelter using FO shall connect to the Single Mode HxMA connectors of the ECP.	No amendment to RFQ required.
T.69	Book II Part IV SRS - pag. 59 PRTTDCIS-1202	Please confirm that a maximum of one (1) HCLOS Trailer per node has to be envisaged.	That is correct, no more than ONE (01) HCLOS Trailer shall be assigned to any Node.	No amendment to RFQ required.
T.70	Book II Part IV SRS - pag. 83 PRTTDCIS-2158	Please confirm that the required cable reels shall include FO or SFTP cables, as specified in SRS Paragraphs 7.2.3.2 and 7.2.3.3.	Correct, each cable reel shall house one cable "type". For example, each AN shall include: - 4 separate cable reels, each with a single 250m FO cable; plus, - 2 separate cable reels, each with 4 independent 50m SFTP cables; plus, - 2 separate cable reels, each housing one 1500m WD-1/TT PFE cable; plus, - 2 backpack harnesses.	No amendment to RFQ required.
T.71	Book II Part IV SRS - pag. 52 PRTTDCIS-3321	Please check and/or correct failure rate requirement for point 1) and 2) (< instead of >).	The requirement points that: • Level 1 and 2 corrective maintenance tasks associated to Hardware and Software (i.e.: HL1-2/SL1-2) shall constitute at least the 80% (i.e.: >80%) of the overall maintenance tasks **AND** • Level 1 and 2 corrective maintenance tasks associated to Hardware and Software (i.e.: HL1-2/SL1-2) that cause critical failure shall constitute at least the 94% (i.e.: >94%) of the relevant maintenance tasks (i.e.: corrective maintenance tasks to fix the failure of an item that cause a critical failure).	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.72	Book II Part IV SRS - pag. 202 PRTTDCIS-2673	Please clarify if small UAM UNI is envisaged also for users to operate inside the shelter, e.g. internal patch panels ports has to be considered for small UAM.	As per PRTTDCIS-3050 and PRTTDCIS-1587, each CCA-xx shall realize a small UAM by implementing 2 UNI. Those 2 distinct UNI are meant to be used by Sys Admins when working inside the shelter and shall be made available via the patch panels.	No amendment to RFQ required.
T.73	Book II Part IV SRS - pag. 209 PRTTDCIS-1275	SRS states: "Each shelter shall also provide wireless xU network access via a WAP installed in the shelter.". Please confirm that once the node is composed of 2 shelters (Communication and management) Access point shall be provided in the Management Shelter only, where xU network is implemented.	No, a WAP shall be present in each shelter, meaning that both Communication and Management Shelters shall include a WAP. As per PRTTDCIS-4635, xU network is available in the Communication shelter too as there is a CCA-xU (implementing a small UAM-xU) included in the RNM-xU of the Communication Shelter. See also updated PRTTDCIS-4654 in SRS v2.3	Please see updated SRS V.2.3.
T.74	Book II Part IV SRS - pag. 95 PRTTDCIS-1840	Can you please clarify which (wired) phone model shall be considered for Sys Admin (Cisco 8865 or Cisco 7861)?	Statement updated from SRS type into NOTE type as it is meant to indicate the End User PFE phone baseline to the Contractor. The Sys Admin phone model is design driven.	Please see updated SRS V.2.3.
T.75	Book II Part IV SRS - pag. 224 PRTTDCIS-2063	WiSL is an Inmarsat service which refers to US. Please confirm that L-MAX service (the European version of WiSL) is acceptable too for the Commercial SATCOM system.	The Purchaser is not aware of any difference between L-MAX and WiSL other than naming, WiSL terminology being used in USA. Both are wideband streaming L-band service. See updated PRTTDCIS-2063 in SRS v2.3.	Please see updated SRS V.2.3.
T.76	Book II Part IV SRS - pag. 75 PRTTDCIS- 1431, PRTTDCIS- 2555	Please confirm that the number of System Administrators is on top of user quantities.	That is correct.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.77	Book II Part IV SRS - pag. 275 PRTTDCIS-3246	In order to improve power distribution performances and safety protection, Purchaser is kinldy requested to clarify if a three phase PGU can be considered on behalf of requested single phase PGU	Shelter main power input remains 230VAC single phase.	No amendment to RFQ required.
T.78	Book II Part IV SRS - pag. 239 PRTTDCIS-2168	Please confirm that this requirement is applicable only to the shelter PGU and not to trailer PGU.	No, this statement is common to all PGUs.	No amendment to RFQ required.
T.79	Book II Part IV SRS - pag. 287 PRTTDCIS-2245	As per SRS 2245 The shelter shall support, on the shelter roof, the specified terminal and antennas in size and quantities, e.g. - The Iridium terminal outdoor unit; Please confirm that the specified antenna is intended for the Iridium Voice Gateway.	Correct, this is the PFE outdoor antenna of Iridium 9575 PTT Extreme terminal (PRTTDCIS-2244).	No amendment to RFQ required.
T.80	Book II Part IV SRS - pag. 228 PRTTDCIS-2084	Please confirm that the required modems will be part of the supply (e.g. not provided as PFE)	That is correct.	No amendment to RFQ required.
T.81	Book II Part IV SRS - pag. 153 PRTTDCIS-1248	Could you please provide STANAG-5637?	It is bidder's responsibility to provide standards which can be obtained openly or through their national authorities. Purchaser shall not provide any STANAG. Please contact your national authorities.	No amendment to RFQ required.
T.82	Book II Part IV SRS - pag. 85 PRTTDCIS-1437	Table 16 is not including "depth" of PFE equipment. Could you please provide also this information and/or give a design parameter such as max. depth?	See updated PRTTDCIS-1437 in SRS v2.3.	Please see updated SRS V.2.3.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.83	Book II Part IV SRS - pag. 91 PRTTDCIS-2691	For nodes requiring two(2) shelters (e.g. AN, BCC): is this requirement satisfied if only one(1) of the shelters will have the required storage position?	Yes.	No amendment to RFQ required.
T.84	Book II Part IV SRS - pag. 288 PRTTDCIS-2247	For nodes requiring two(2) shelters (e.g. AN, BCC): is this requirement satisfied if only one (1) of the shelters (Communication shelter) will support whip antennas and masts?	In dual shelters nodes, most operational use case scenarios will have the communication shelter equipped with antennas and masts. However, based on the "All shelters shall have a common base" (PRTTDCIS-1375), all shelters will have the mechanical, electrical, etc. placeholders to be able to accommodate the antennas and masts as defined in PRTTDCIS-2247.	No amendment to RFQ required.
T.85	Book II Part IV SRS - pag. 74 PRTTDCIS-1435 - pag. 65 PRTTDCIS-1451	Figure 9 - BCC breakdown doesn't show Radio PTT - xR (only xU is shown), required to be "enabled" by Table 5. Please clarify.	As defined in PRTTDCIS-1526, *Radio PTT - xR for integration of the PTT based Voice functionality of the CNR*, using the PFE CNR RoIP Gateway. In PRTTDCIS-1451, PRTTDCIS-1452 and PRTTDCIS-1454, the CNR radio integration is listed in the xR "row" of the tree structure. However, as per PRTTDCIS-2679, CNR RoIP Gateway will only be PFE provided for RAP nodes (not BCC nor CCC) within the scope of this project. Nevertheless, if for any given operational requirement, Customer decides to install a CNR RoIP gateway in BCC or CCC, the node needs to be ready for the CNR Voice integration with the Node Voice Collaboration services (provided through the MMA-xR). Therefore, BCC and CCC need to be enabled	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
			for this "Radio PTT - xR" Gateway but only RAP will be equipped with it.	
T.86	Book II Part IV SRS - pag. 74 PRTTDCIS-1435 - pag. 66 PRTTDCIS-1452	Figure 10 - CCC breakdown doesn't show Radio PTT - xR (only xU is shown), required to be "enabled" by Table 5. Please clarify.	See reply to T.85.	No amendment to RFQ required.
T.87	Book II Part IV SRS - pag. 74 PRTTDCIS-1435 - pag. 68 PRTTDCIS-1454	Figure 12 - RAP breakdown doesn't show Radio PTT - xR (only xU is shown), required to be "Quantity=1" by Table 5. Please clarify.	See reply to T.85.	No amendment to RFQ required.
T.88	Book II Part IV SRS - pag. 77 PRTTDCIS-1810	Table 9 specifies number of UAM per nodes (both small and medium type). Please clarify the meaning of the quantity for Small UAMs (that it is understood to be implemented at CNM level). Does it mean number of interfaces (NIU)?	Correct. As per PRTTDCIS-3050 and PRTTDCIS-1587, each CCA-xx shall realize a small UAM by implementing 2 UNI. These 2 UNI are the same quantities as those in PRTTDCIS-1810 and means 2 dedicated ports. In AN and BCC, we have 4 UNI because we have a CCA-xx in each RNM-xx (in the Communication Shelter) and CNM-xx (in the Management Shelter). See also reply to T.72.	No amendment to RFQ required.
T.89	Book II Part IV SRS - pag. 80 PRTTDCIS-1434 - pag. 68 PRTTDCIS-1454	Figure 12 - RAP breakdown doesn't show "enabled" for Commercial SATCOM, whilst Table 10 shows "enabled". Please clarify.	See updated PRTTDCIS-1454 in SRS v2.3	Please see updated SRS V.2.3.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.90	Book II Part IV SRS - pag. 282 PRTTDCIS-2210	SRS-2210 states: "all shelters shall support the following External and Internal Termination Panels". For the nodes composed of two shelters (AN, BCC) please clarify if all the panels are also requested for the Management Shelter (e.g. ELOSRP, ESATRP), being LOS, SATCOM, etc. to be installed in Communication shelter only.	As per PRTTDCIS-1375, "All shelters shall have a common base including External Transmission panels", "all shelters" applies to Communication and Management shelters in dual shelter nodes too. Yes, both Communication and Management shelters shall support External and Internal Termination panels as defined in PRTTDCIS-2210.	No amendment to RFQ required.
T.91	Book II Part IV SOW Appendix D Table 3 Key Personnel Requirements 6.1	For the Quality Manager's Certification, it is required a "Bachelor's degree in business or engineering, plus certification with internationally recognised Quality Assurance or Control Institute"; What are the eligibility criteria for the certificate? · Is the ISO 9001 Lead Auditor certificate, approved by IRCA (International Register of Certificated Auditors) valid for this criterion? · Is the ISO 9000 Quality Manager Certificate, approved by EOQ (European Organization for Quality) valid for this criterion? · If not, is it possible to provide a list of applicable certificates?	Either of the certificates is accepted.	No amendment to RFQ required.
T.92	PRTTDCIS-4635 PRTTDCIS-2720 PRTTDCIS-4654 SOW, Annex-A	PRTTDCIS-4635 writes that xU and xR RNM shall be in the Communication Shelter to provide the CCA function. As per the PRTTDCIS-2720, routers and switches shall be used for the CCA functions in the RNM. In addition, as per the 4654, many interfaces are defined as Design Driven. Can the distributed CCA function be provided via a switch? Are switch and router	PRTTDCIS-2720 is not meant to constitute an implementation constrain to use router and switch for the CCA in RNM. It was intended to make mandatory the use of any router and/or switch in RNM contained CCA to be compatible with the element management system used for routers and switches. CCA implementation is design driven. See updated	Please see updated SRS V.2.3.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
		mandatory?	PRTTDCIS-2720 in SRS v2.3	
T.93	PRTTDCIS-4385, 1599, 4302, 4303, 1625. SOW, Annex-A	The quantities of SBC xU and xS are given in the PRTTDCIS-4385 as pooled elements. In addition, the SBC specified in PRTTDCIS-1599, 4302, 4303 and 1625 shall be software. Considering this information, can SBC be implemented as software?	As per PRTTDCIS-1606, it is correct that all MMA subsystems elements are to be implemented as a workload on the ISM. The following constitute exceptions to this rule: As per PRTTDCIS-2906, VTC MCU implementation as an ISM workload or a dedicated appliance is design driven. As per PRTTDCIS-1625, the MMA SBC function needs to be implemented as a dedicated (pooled) appliance. As per PRTTDCIS-1609, the MMA SRST function shall be implemented in the hardware realizing the CCA subsystem.	No amendment to RFQ required.
T.94	SRS (PRTTDCIS-4385) SRS (PRTTDCIS-1606) SRS (PRTTDCIS-1625)	Is there any functional or technical difference between SBC-xU and SBC-xS? SRS 1625 has changed from ammendment 6 to ammendment 8, please confirm.	No, there are no requirement differences between SBC-xU and SBC-xS.	No amendment to RFQ required.
T.95	SRS (PRTTDCIS-1625)	Can a dedicated VM be considered a dedicated appliance?	No, dedicated appliance means a separated dedicated physical appliance.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.96	SRS (PRTTDCIS-4270)	No single server for TN and RL but there are local services on xU. Please confirm.	For TN and RL, * Voice (IP) is primarily consumed remotely from another TDCIS Node with the use of the SRST fall-back mechanism of the MMA when TN or RL is isolated. See amended PRTTDCIS-2461 in SRS v2.3 * Voice (Analogue) is locally provided by the MMA-xU of the CNM-xU. * Antivirus is running on local Workstations and do not need constant connectivity to Antivirus servers when TN or RL are being operated. * NAC is consumed remotely from another TDCIS Node. See amended PRTTDCIS-2461 in SRS v2.3 * Encryption (Data Flow and Data at Rest) is running locally and do not need constant connectivity to servers when TN or RL are being operated.	Please see updated SRS V.2.3.
T.97	SRS (PRTTDCIS-3016)	Please provide also VM quantities per Node and Security Domain.	This level of details will be shared with the Contractor after Contract Award.	No amendment to RFQ required.
T.98	NOTE (PRTTDCIS-3050) Figure 57	Shouldn't HDS-xx to/from DRS-xx be connecting to DRS subsystem?	Correct, see updated PRTTDCIS-3050 in SRS v2.3	Please see updated SRS V.2.3.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.99	SRS (PRTTDCIS-4213)	UAM Small cannot provide PoE. Please confirm.	Incorrect, All UAM variants, including Small UAM, shall provide PoE to Voice appliances.	No amendment to RFQ required.
T.100	SRS (PRTTDCIS-1794)	Is it intended to have graceful shutdown on user desktops?	All workstations are of Laptop type, there are no user Desktop expected. No, should the Laptop run out of battery, the Laptop will go in hibernation mode as embedded in Microsoft Window.	No amendment to RFQ required.
T.101	SRS (PRTTDCIS-2993)	If LMM BLK tool suite is installed only in system administrator laptops and there are two different laptops, there's a problem of maintaining both laptop's configurations synchronized. Please confirm.	The detailed implementation of LMM-BLK is design driven. All tools should preferably be available on all Laptops all the time. However, when synchronisation could be an issue, nothing prevents to have a specific tool running primarily on one laptop. Should the primary laptop fail, then the secondary laptop should be able to take over the role, eventually after some Sys Admin activities.	No amendment to RFQ required.
T.102	Bidding sheets BATCH #1 Row 9	AN bidding sheet has 2 PCA per node but in Figure 7 only 1 per Node. Please confirm.	"Figure in PRTTDCIS-1239 does not reflect any quantities. For dual shelter nodes, figure in PRTTDCIS-4635 illustrates the presence of a PCA in each shelter. Therefore the quantity of 2 PCA in the Bidding Sheet."	No amendment to RFQ required.
T.103	Bidding sheets BATCH #1 Row 27	AN has 4 Access BoB-xU per node but only 2 UAM per Node. Please confirm.	Please see the updated bidding sheets.	Please see updated bidding sheets.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.104	Bidding sheets BATCH #1 Row 130	BCC has 2 PCA per node but in Figure 7 only 1 per Node. Please confirm.	"Figure in PRTTDCIS-1239 does not reflect any quantities. For dual shelter nodes, figure in PRTTDCIS-4635 illustrates the presence of a PCA in each shelter. Therefore the quantity of 2 PCA in the Bidding Sheet."	No amendment to RFQ required.
T.105	Bidding sheets BATCH #1 Row 503	TN requires a MMA, which shall be a Workload, but there is no CAS. Please confirm.	MMA-xU is a subsystem of CNM-xU. Voice (IP) in TN is primarily remote with SRST as fall back. (See updated PRTTDCIS-2461 in SRS v2.3) While it remains design driven, the Purchaser do not expect that all MMA functions (e.g. SRST, Analogue conversion, etc.) will run as a workload to the ISM. See also reply to T96.	Please see updated SRS V.2.3.
T.106	Bidding sheets BATCH #1 Rows 624 and 625	RL xU doesn't have MMA nor BPS. Please confirm.	This is correct the BPS-xU, as there are no ISM-xU, RL does not require any BPS-xU. However, in the same way as for TN, some MMA functions are expected to be present locally in the RL. See also replies to T96 and T105.	Please see updated SRS V.2.3.
T.107	Bidding sheets BATCH #1 Rows 627, 629 and 630	RL has a RNM-xU CCA, a CAS-xU and a DRS. Please confirm.	As per PRTTDCIS-1455, RL includes a CNM-xU and its CCA-xU and MMA-xU subsystems (not all subsystem functions may be locally implemented in the RL, though) but no BPS-xU. RL has no ISM-xU, therefore no CAS-xU, no HDS-xU and no DRS-xU. RL remains Enabled For ISM-xU, should the Customer decide to use Pooled Elements to this effect.	Please see updated SRS V.2.3 and bidding sheets.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
			See also replies to T.96, T.105 and T.106. See updated bidding sheet.	
T.108	SRS (PRTTDCIS-1695)	With some CAS variants, snapshots backup mode for ISM is not supported and the recommended supported backup modes are virtual appliance/Hot-Add and network mode which we intend to use in this case. Please confirm.	As long as all 3 cases listed in PRTTDCIS-1695 can be recovered, the Purchaser will not object on using alternative backup and recovery technologies for those cases where Snapshotting is demonstrated as not supported. See new PRTTDCIS-4739 in SRS v2.3.	Please see updated SRS V.2.3.
T.109	SRS (PRTTDCIS-4169)	The Voice IMT Gateway interface shall allow monitoring the PCA Data Gateway. Please confirm.	No, the Voice IMT Gateway shall allow monitoring of the Voice IMT gateway, not the PCA Data Gateway. See updated PRTTDCIS in SRS v2.3	Please see updated SRS V.2.3.
T.110	SRS (PRTTDCIS-1138)	As per TN-1078, OPE-3 defines minimum temperature for Transport, Storage and Depot as -34ºC. OPE-1c defines minimum temperature for the same states as -20ºC. Assuming that all equipment will be in Transport, in Storage and in Depot altogether, can we use -20ºC for these states for OPE-3 as well?	There are no deliverable PRT TDCIS Elements specified as to be OPE-3 compliant. The only reference to OPE-3 is in PRTTDCIS-3219 which informs the Contractor that all Indoor PFE appliances meet OPE-3 targets.	No amendment to RFQ required.
T.111	SRS (PRTTDCIS-1262)	Please clarify if the GPS antenna is an Iridium enable requirement.	PRTTDCIS-1262 does not refer to any GPS antenna. The only mention of GPS is in PRTTDCIS-2074 which relates to the Military SATCOM Terminal which has nothing to do with the PFE Iridium Terminal.	No amendment to RFQ required.

TECHNICAL				
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T.112	SRS (PRTTDCIS-1629)	Please confirm if one of MMA-xU to/from Analogue Phone interface can be used to connect the Iridium enable POTS.	As this is heavily design dependent, at this stage, the Purchaser keeps both interface quantities separate. Requirement pertains as is.	No amendment to RFQ required.
T.113	SRS (PRTTDCIS-2895) SRS (PRTTDCIS-2907)	Please provide information about user printers and scanners models.	This level of details will be shared with the Contractor after Contract Award	No amendment to RFQ required.
T.114	SRS (PRTTDCIS-4247)	In figure 37, for blocks Check Point Endpoint Security, which deliverable is expected?	As detailed in PRTTDCIS-4312, Check Point Endpoint Security will be used to establish encryption between the User Workstation (Sys Admins and End Users) and the CCA-xU. For End User Workstations which are PFE, Check Point Endpoint Security will be delivered as PFE by the Customer. For Sys Admin workstations which are project deliverables, Check Point Endpoint Security (licenses, etc.) shall be delivered by the contractor.	No amendment to RFQ required.
T.115	SRS (PRTTDCIS-4257)	In figure 39, for block PRT LogA Agent, which deliverable is expected in order to integrate LogA service?	The Customer LogA service for TDCIS will be integrated by a future project and is not in scope of this one (at the exception of LogA for the NS Kit). TDCIS shall support the future addition of a LogA Agent in the delivered Workstations and every applicable VM delivered under this current competition.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.116	SRS (PRTTDCIS-4260)	In figure 41, for block PRT OVA Agent, which deliverable is expected in order to integrate OVA service?	The Customer OVA service for TDCIS will be integrated by a future project and is not in scope of this one (at the exception of OVA for the NS Kit). TDCIS shall support the future addition of an OVA Agent in the delivered Workstations and every applicable VM delivered under this current competition.	No amendment to RFQ required.
T.117	SRS (PRTTDCIS-2561)	For the Accreditation Process, can we assume that UAM-xS and all its users are always within a Security Class 1 area?	As per PRTTDCIS-1805, all Access BoB-xS and all EUD-xS shall meet TEMPEST level B. EUD-xS covers all project deliverable End-User Devices such as Laptops, Phones, etc. and their ancillaries for Sys Admins. When those appliances will be deployed, Customer will take care of meeting the minimum distance between those xS elements and elements of other security domains, including the minimum security distances for inspectable area, etc. Therefore, the Contractor may assume that all necessary physical constraints and protection measures will be met when those elements are deployed.	No amendment to RFQ required.
T.118	WP3-1 Note 66	For the Security Accreditation Process, all Authorisation Requests should be submitted to NCIA. Please confirm.	All documentation shall be submitted to the Purchaser. Please see WP3-11, WP3-12, WP3-15 and others.	No amendment to RFQ required.
T.119	SEC-10	Mission S*CR*T (MS) and NATO Unclassified are not referred in any requirement. Please clarify.	See SRS PRTTDCIS-1195 for the list of Security Domains provided by the different Nodes and the variants in which those can be configured into.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
			NS Kit provides only NATO Secret connectivity and services. SEC-10 is removed in AMD9.	
T.120	SEC-8	In item is referred section 6. Please confirm that is the intended section.	The Purchaser assumes the CR refers to SEC-18 not SEC-8. The referred section is Section 9. SoW is updated.	Please see updated SoW.
T.121	WP5-17	In item b) it is said that we need to acces the implications with already existing cybersecurity components, but we understand that the system must comply for integration with any FMN Spiral 3 compliant system regardless its cybersecurity components. Please confirm.	As per PRTTDCIS-1215, TDCIS shall be FMN Spiral 3 compliant. FMN compliancy shall not be referenced for non-compliancy of delivered cybersecurity elements or with existing cybersecurity components. FMN compliancy shall not be achieved regardless its cybersecurity components, it shall meet FMN targeted compliancy and deliver the required CIS security services and elements in compliance with security policies as detailed in the SRS.	No amendment to RFQ required.
T.122	MNG-45 MNG-46 MNG-51	The document Training Plan (TRNP) is referred in MNG-51, but ommited in MNG-45 and MNG-46. Please confirm.	SoW is correct. All the required preliminary information shall be included in the IPSP. Starting from the CDR there is a clearer view of the product (and project) so that a dedicated document is required, the TRNP.	No amendment to RFQ required.
T.123	SRS (PRTTDCIS-4299)	For the servers in Pooled Elements, how many should be in RAID for single server CAS variant?	As per PRTTDCIS-4388 and PRTTDCIS-4392, the pooled server may be used in any of the 3 CAS variants. As those servers will not be delivered with any licenses, those are not expected to bear any installation nor	No amendment to RFQ required.

TECHNICAL				
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			configuration. None of them are expected to be pre-configured for RAID.	
T.124	SRS (PRTTDCIS-2966)	SRS requires that TDCIS components management Interface shall be managed using SNMPv3 AND RESTful API. COTS gateways do not have RESTful API. Can we make it available through the Node Management Tool?	"COTS Gateway" is too vague to request a global exception. At this stage, the requirement pertains as is. However, the Purchaser understands that not all Elements may support all requested interfaces. The Contractor shall strive to cover as many as possible. Case-by-case exceptions may be granted by the Purchaser after Contract Award.	No amendment to RFQ required.
T.125	SRS (PRTTDCIS-2966)	SRS requires that TDCIS components management Interface shall be managed using SNMPv3 AND RESTful API. Non-CIS elements do not have RESTful API. Can we make it available through the Node Management Tool?	"Non-CIS elements" is too vague to request a global exception. At this stage, the requirement pertains as is. However, the Purchaser understands that not all Elements may support all requested interfaces. The Contractor shall strive to cover as many as possible. Case-by-case exceptions may be granted by the Purchaser after Contract Award.	No amendment to RFQ required.
T.126	SRS (PRTTDCIS-2966)	SRS requires that TDCIS components management Interface shall be managed using SNMPv3. COTS gateways do not have SNMPv3. Can we use SNMPv1 as stated in SRS (PRTTDCIS--3040) for PFE elements?	"COTS Gateway" is too vague to request a global exception. No, SNMPv3 pertains.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.127	SRS (PRTTDCIS-2966)	SRS requires that TDCIS components management Interface shall be managed using SNMPv3. Non-CIS elements do not have SNMPv3. Can we use SNMPv1 as stated in SRS (PRTTDCIS--3040) for PFE elements?	"Non-CIS elements" is too vague to request a global exception. No, SNMPv3 pertains.	No amendment to RFQ required.
T.128	Book II Part IV SRS (PRTTDCIS-4036)	SRS (PRTTDCIS-4036) specifies a +60 degree Celsius for operation. Does this specification reflects a constant (24x7) ambient temperature of 60+ degrees ? Or does this specification reflects that the ambient temperature may have spikes of 60+ ?	As per Section 2.7, TN-1078, STANAG 4730 and associated AECTPs define all the Environmental test conditions. High temperature test profiles are detailed in those references.	No amendment to RFQ required.
T.129	Book II Part IV SRS (PRTTDCIS-2698)	SRS (PRTTDCIS-2698) specifies that all storage media shall be easily accessible and quickly removable Would it be acceptable for the compute-node to be easily accessible and quickly removable ?	No.	No amendment to RFQ required.
T.130	Book II Part IV SRS	In regards to Single Server, SAN based and Software Defined Do all nodes run virtualized workloads with respects to their variant ?	Correct.	No amendment to RFQ required.
T.131	Book II Part IV SRS	Can one CAS modules be separated into multiple transit cases ?	No. The only CAS subsystem to be implemented in Transit Cases is the one included in the ISM lite, part of the Core Node lite of the NS Kit. PRTTDCIS-4371 states that the Core Node lite (including the ISM lite and, by extension, the CAS subsystem) shall fit in a HANDCARRY Case Profile. PRTTDCIS-2865 defines the NS Kit CAS as a Single Server variant, therefore, it could not	No amendment to RFQ required.

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			be split in multiple transit cases.	
T.132	Book II Part IV SRS	Can one transit case contain multiple CAS modules ?	See reply to T.131.	No amendment to RFQ required.
T.133	Book II Part IV SRS	Is there a diagram or drawing on how all the CAS modules are physically and logically connected ?	As per PRTTDCIS-1239, the CAS-xx subsystem connects to the HDS-xx (realized by the CCA-xx). High Level design and Low Level design detailing physical and logical connectivity are Contractor deliverables.	No amendment to RFQ required.
T.134	Book II Part IV SRS (PRTTDCIS-4300)	it is mentioned that the Single Server Variant of the CAS subsystem shall implement VMWare as an hypervisor with PFE licenses. Can you pls confirm if the VMware licenses for this component are to be included in the answer to the RFP, along with the Hardware ?	PFE elements are not Contractor deliverables	No amendment to RFQ required.
T.135	Book II Part IV SRS (PRTTDCIS-1723)	is it correct the understanding that each CAS Subsystem must include an instance of VMware vCenter license ?	SMC software and how those are installed/deployed are design driven, as long as those remain compliant with the TWO implementation requirement of the LMM described in PTRTDCIS-2993.	No amendment to RFQ required.
T.136	Book II Part IV SRS	In multiple points it is mentioned the requirement to implement critical security features. It is correct our understanding that the proposed solution should also implement for all servers the following features?	Features which are not specifically requested are design driven.	No amendment to RFQ required.

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		• Immutable silicon root of trust • FIPS 140-2 validation • Common Criteria certification • Secure Socket Layer • Transport Layer Security • Configurable for PCI DSS compliance • Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser • Runtime firmware validation • CNSA support • Common Access Card support • Security Modes • Granular Control over IPMI implementation services and access options • Encrypted virtual media • Security Dashboard - Displays the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features • One-button Secure Erase, designed to decommission/repurpose servers • Support for Gemalto SafeNet and SafeNet AT key managers • Virtual NIC functionality, allowing secure authenticated iLO access from the Operating System • LDAP/Directory settings configurable via Redfish • Firmware Downgrade Policy - Specifies how		

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		iLO handles requests to downgrade firmware that you can update through iLO • NVMe wear level display		
T.137	Book II Part IV SRS (PRTTDCIS-2449)	it is mentioned that the ISM shall implement well documented and open APIs as well as the Hardware Control function. It is our understanding that the proposed solution should also implement for all servers the following features: • Get full inventory • Control Power and reset • Configure BIOS, out-of-band management • Configure storage controller • Status of server health • Fetch event logs and SSH Serial Console	PRTTDCIS-4398 lists the TDCIS SMC functions. The features listed seem to be supportive of those deliverable SMC functions. However, the necessity to have those features implemented in TDCIS are design driven and therefore left to the contractor to evaluate their necessity to fulfil TDCIS SMC requirements.	No amendment to RFQ required.
T.138	Book II Part IV SRS SRS (PRTTDCIS-4271)	Since this requirement is withdrawn, should we assume there is no oversubscription at all? Please could you confirm?	Requirement is not withdrawn. SRS-xx and [xx] references are striked through in SRS v2.2 to mark the transition to PRTTDCIS-xx reference scheme. Oversubscription remains authorized in line with PRTTDCIS-4271 content.	No amendment to RFQ required.
T.139	Book II Part IV SRS SRS (PRTTDCIS-4074)	When elements are not connected to NTP, is there any requirement or assumption on how long their time synchronicity is kept intact?	It is 72 hours. See new PRTTDCIS-4738 in SRS v2.3	Please see updated SRS V.2.3.

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T.140	Book II Part IV SRS SRS (PRTTDCIS-3328)	For equipment or parts that conform to wide used standards (such as SAS/SATA for hard drives) do we need to provide EOL/EOS plans from manufacturers, to estimate when the mid-life replacement is due?	The design authority is responsible for obsolescence management. As per IPS-2 the contractor shall provide "evidence that for a period of at least five (5) years after successful completion of last batch's Final System Acceptance (FSA) by the Purchaser, the system's equipment shall not become obsolete and the Customer shall be able to obtain all necessary spare parts, components and technical expertise for planned routine maintenance and normal repair, following which it shall continue to meet the design performance parameters when operated under design conditions". To this extent it is up to the design authority to assess the obsolescence of any part in terms of availability of the part and it's supportability to meet the design performance parameters when operated under design conditions. For parts that conform to wide used standards that are supposed to have several alternatives and/or several OEMs and/or are not cost effectively repairable, the obsolescence resolution, the implementation strategy and the relevant plan for this shall be adequately detailed in the IPSP. In these cases: • the obsolescence monitoring can be applied to the "functional solution" instead of to the OEM part that is in the BOM • the EOL/EOS can be considered at "functional solution" level provided that the	No amendment to RFQ required.

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			procurable and supportable alternative part does not impact: ○ on the design at next higher level and/or ○ on certifications and/or ○ on the acceptance procedure so that qualification has to be redone and/or ○ on supportability needs (e.g.: needs for additional training, needs for technical publications updates). • After proper communication from the contractor, the Product Baseline (Configuration Management Database), the Product Support Database and the Technical Publications (Common Source Database) need to be updated in any case to include the agreed alternative.	
T.141	Book II Part IV SRS SRS (PRTTDCIS-2461)	Encryption services will be locally hosted in each type o node. However, key escrow requires a third party node (NDN). Do we assume either no key escrow or that having key escrow (provided at NDN level) will not violate said locality?	For all Encryption services, key distribution and renewal will be performed using an existing Customer organization internal process, outside of the scope of the TDCIS project. More details will be shared after Contract Award. Locality of services in PRTTDCIS-2461 means that a node shall not rely on its connectivity to any other node or to the NDN while the Encryption Service (Data Flow and Data at Rest) is in operation.	No amendment to RFQ required.

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T.142	Book II Part IV SRS SRS (PRTTDCIS-4388)	Regarding the note on additional licenses for upgrades and extensions, the cost of said additional licenses might significantly affect the total cost of ownership over an extended product life cycle. Is there any requirement on limiting those costs?	No. See also reply to T.123.	No amendment to RFQ required.
T.143	Book II Part IV SRS SRS (PRTTDCIS-1231)	We plan to use latest versions of NIST 800-53 and ISO 270xx standards regarding hypervisor, and platform services based on private cloud architectures. Would these standards be acceptable? Please could you confirm?	The Purchaser sees no objection for the Contractor to use NIST 800-53 and ISO 270xx. However, NIST 800-53 and ISO 270xx can be under no circumstance be considered as a replacement of evidence for adherence to AC/322-D/0048-REV3 or any other requirement. As per PRTTDCIS-1227, the Contractor will have to prove AC/322-D/0048-REV3 compliance.	No amendment to RFQ required.
T.144	Book II Part IV SRS SRS (PRTTDCIS-4276)	Reagarding Collaborative Information Portal Service, July 14, 2026 marks the end of SharePoint Server 2016 and 2019 extended support for on-premise installations. Microsoft is planning release of "SharePoint Server Subscription Edition." Should we assume the installation of this newer edition or search for an alternative, in particular Microsoft Teams or any other similar product that complies to NATO requirements?)	As per PRTTDCIS-4277, SharePoint licenses are PFE. SharePoint remains a requirement.	No amendment to RFQ required.

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T.145	Book II Part IV SRS SRS (PRTTDCIS-4311) SRS (PRTTDCIS-4255)	We assume Trusted Platform Module (TPM) version 2 to be used in conjunction with BitLocker software. However there is further cryptographic sources (ie. HSM) present in the systems architecture. Should we assume use of TPM or HSM? Please could you confirm?	As per PRTTDCIS-4253, Data at rest encryption is only applicable to the workstations and not the CAS servers. TPM is only applicable to CAS servers. There are no SRS requirements mentioning HSM. Choice of technology to be used in the Workstation and in conjunction with BitLocker is design driven.	No amendment to RFQ required.
T.146	Book II Part IV SRS SRS (PRTTDCIS-4258)	In Splunk, universal forwarders do not mask data. Therefore indexers are required to be configured to mask data. Should we assume unmasked data transmission between forwarders and indexers to be encrypted as a further requirement? Please could you confirm?	Details on Splunk configuration details will be shared after Contract Award.	No amendment to RFQ required.
T.147	Book II Part IV SRS SRS (PRTTDCIS-2981)	Enabling root DNS requires further security concerns in a public network. On the other hand this system is more closed. Should we add components or policies to satisfy those concerns as well?	Details on Root DNS configuration details will be shared after Contract Award.	No amendment to RFQ required.
T.148	Book II Part IV SRS SRS (PRTTDCIS-2966)	There is increasing use of PowerShell due to the application of configuration management principles on the scripts. Would "Windows PowerShell" qualify as a remote management procedure for Windows Servers? Please could you confirm?	As per PRTTDCIS-2966, as long as minimums and at least one of the additional protocols are available, PowerShell may be used for remote management. See updated PRTTDCIS-2966 in SRS v2.3.	Please see updated SRS V.2.3.

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T.149	Book II Part IV SRS SRS (PRTTDCIS-1570)	With modern private cloud technologies compute elements such as virtual machines or containers usually move among physical nodes in a compute cluster. Therefore the traffic between these elements should also be encrypted, assuming the threat of someone intercepting traffic between physical nodes. Should this requirement on end to end encryption be extended as element to element encryption between compute elements, provided there is equivalent encryption methods?	While the Purchaser understands and agrees on this Industry best practice, Compute clusters are not to be extended beyond the physical boundaries of a TDCIS Node or the NS Kit. There is no requirement for additional encryption between compute cluster elements.	No amendment to RFQ required.
T.150	Book II Part IV SRS SRS (PRTTDCIS-1578)	Should we measure latency as average latency or a more specific latency measure such as P99 latency?	P99	No amendment to RFQ required.
T.151	Book II Part IV SRS SRS (PRTTDCIS-1682)	We assume a REST API for the hypervisor qualifies as an open API. Please could you confirm?	Yes, REST API qualifies as an open API in this context.	No amendment to RFQ required.
T.152	Book II Part IV SRS SRS (PRTTDCIS-4290)	Regarding SDS and SAN implementations, would implementing one of these by software running on top of the other qualify or should three separate variant running on separate hardware be delivered?	As per PRTTDCIS-4199, the CAS subsystem will be implemented in 3 different variants: which Software Defined (implementing the SDS variant of the Storage Function), SAN based (implementing the SAN variant of the Storage function) and Single Server (implementing the Single Server variant of the	No amendment to RFQ required.

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			Storage function). Yes, the 3 variants of the Storage function will run in 3 different physical implementations of the CAS subsystem as per distribution detailed in PRTTDCIS-4270.	
T.153	Book II Part IV SRS SRS (PRTTDCIS-4292)	We assume RAID10 or RAID5 level redundancy with none or single hot spare drives for single server storage. Please could you confirm?	Choice of RAID technology is design driven.	No amendment to RFQ required.
T.154	Book II Part IV SRS SRS (PRTTDCIS-1692)	Would open source versions of IPMI/iLO qualify? Please could you confirm?	As long as Open Source versions fulfil requirements, yes.	No amendment to RFQ required.
T.155	Book II Part IV SRS - pag. 123 PRTTDCIS-4257	PRTTDCIS-4257 states: "TDCIS Nodes shall support future integration in a Log Aggregation Services as illustrated on following picture Figure 39". Please confirm that LogA application software, LogA Agent and plunk Universal Forwarder are not to be provided for TDCIS Node	Correct, LogA elements only need to be delivered for the NS Kit.	No amendment to RFQ required.
T.156	Book II Part IV SRS - pag. 124 PRTTDCIS-4314	PRTTDCIS-4314 states: "The Log Aggregation (LogA) Service design in the NS Kit shall adhere to the concept illustrated on following diagram Figure 40". Please confirm that no LogA application software is not to be provided for NS Kit. In case the above understanding is not correct and LogA application software shall be provided, please clarify where such application is expected	Incorrect, LogA Elements (Splunk Universal Provider) shall be delivered for NS Kit. The LogA Elements shall be installed in all project delivered Workstations to be used on the NS Kit and in every applicable Virtual Machine deployed in the NS Kit.	No amendment to RFQ required.

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		to be installed		
T.157	Book II Part IV SRS - pag. 124 PRTTDCIS-4314	PRTTDCIS-4314 states: "The Log Aggregation (LogA) Service design in the NS Kit shall adhere to the concept illustrated on following diagram Figure 40". Please confirm that Splunk Universal Forwarder shall be installed only on System Administrator Workstations	Correct, as illustrated in PRTTDCIS-2687, End User Devices for the NS Kit are PFE, only NS Kit Sys Admin appliances are project deliverables.	No amendment to RFQ required.
T.158	Book II Part IV SRS - pag. 124 PRTTDCIS-4258	PRTTDCIS-4258 states: "The LogA Service in the NS Kit shall be implemented with Splunk Universal Forwarder application installed on the Workstation". Please confirm that Splunk Universal Forwarder is the only Splunk component to be provided (i.e. no Splunk Enterpise, Splunk Enterprise Security or other Splunk platforms are to be provided)	As per PRTTDCIS-4314, all LogA central elements are existing and not project deliverables	No amendment to RFQ required.
T.159	Book II Part IV SRS - pag. 288 PRTTDCIS-2247	All shelters shall support...TWO (02) electrically motorized telescopic masts" The bidding sheets are requiring only one (1) mast for the following node types: - CCC - RAP Please confirm that (provided that these nodes will "support" two(2) masts) only one(1) will be part of the supply.	Correct, CCC and RAP HCLOS and Mini-LOS quantities only require the presence of a single mast. However, as per Shelter common base principle (PRTTDCIS-1375), all shelter shall be ready to accommodate (support) 2 masts. See also reply to T.84.	No amendment to RFQ required.

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T.160	Book II Part IV SRS - pag. 94 PRTTDCIS-4385 - pag. 95 PRTTDCIS-4641	"All Sys Admin Tent shall support the installation of a pooled tent ECU". It is understood that the number of Sys Admin ECU to provide is fiftheen (15) as per Table 23 (it is a "pooled" element), so less than the number of tents required. Please confirm and/or clarify.	Correct, the total quantity of Pooled ECU is lower than the total quantity of tents.	
T.161	Book II Part IV SRS - pag. 285 PRTTDCIS-2222	Table 41 states "additional" connectors quantities. The minimum q.ty is design driven. Please clarify if this table specify a "minimal" requirement or "additional" quantities, on top of the required connections that are design driven. E.g. if design requires 3 x RJ45 for BLK, is it required to provide 3+4=7 for BLK?	Correct, the table specifies the minimum quantities of additional connectors above and beyond those which have emerged from the design. Using, the example from the question, if design identifies 3xRJ45 for BLK, the total quantity shall be 3 (from design) plus 4 (minimum additional) => total of 7.	No amendment to RFQ required.
T.162	Book II Part IV SRS - pag. 282 PRTTDCIS-2210	"All shelters shall support the following External and Internal Termination Panels…". There are panels that is not useful to provide for some shelters: e.g. ESATRP for AN Management shelter. Could you pls. confirm that this is not required?	In the current delivery baseline, it is correct that not all nodes will require all panels. However, in order to ensure that all shelters share the common base (PRTTDCIS-1375), all shelters shall support (i.e. having the locations ready to host any panel) all those panels. In addition to this, as per PRTTDCIS-1523, those shelters marked as enabled for any element requiring those panels, shall be delivered with such panels equipped, cabled, etc. In the specific example quoted in the question, as AN is enabled for Military SATCOM and includes Commercial SATCOM (PRTTDCIS-1450), ESATRP is expected in	No amendment to RFQ required.

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			the Communication Shelter. However, ESATRP is not expected to be delivered in the Management shelter which still need to have the location (e.g. hole cut in the shelter wall closed with a bolted cover) to accommodate it like any other shelter.	
T.163	Book II Part IV SRS - pag. 82 PRTTDCIS-4635	Please specify the maximum distance between the communication and management shelter during operational deployment.	As per PRTTDCIS-4635, connectivity between both shelters can either be FO cable based, SFTP cable based or WD-1/TT Cable based. Considering the additional cable reels quantities per Node (PRTTDCIS-2158) and their length (PRTTDCIS-2159, PRTTDCIS-2162 and PRTTDCIS-4663) the maximum distance between two shelters in a dual shelter Node are: - 1000m (4x250m) when connected with FO; and, - 50m when connected with SFTP; and, - 1500m when connected with WD-1/TT.	No amendment to RFQ required.
T.164	Book II Part IV SRS - pag. 321 PRTTDCIS-4734	"Workstation Headset…" It is understood that the headset has to be provided for each of the Laptops (same quantity). Please confirm and/or clarify.	Correct, as per PRTTDCIS-4469, each project delivered workstation shall be composed of a Semi Rugged Laptop (detailed in PRTTDCIS-1823) and a Headset.	No amendment to RFQ required.
T.165	Book II Part IV SRS - pag. 32 PRTTDCIS-2484	It is assumed that the acceptance road test for the DPOP is required for "First article" set only. Please confirm and/or clarify	Correct, Road test only applicable for the first article. See also replies to T.57/58/59/60.	No amendment to RFQ required.

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T.166	Book II Part IV SRS - pag. 40 PRTTDCIS-2470	"Power filters sourced from vendors listed in the NIAPC". Could an alternative vendor be considered, provided that its product will be approved by NATO during the execution phase?	Power filters do not need to be provided from a vendor on NIAPC, see updated PRTTDCS-2470 in SRS v2.3. However, power filters need to be certified by a NATO recognized lab as per PRTTDCIS-2469. As per PRTTDCIS-4541, no Power filters are to be installed for power lines serving BLK, xU and xR.	No amendment to RFQ required.
T.167	Book II Part IV SRS - pag. 286 PRTTDCIS-2237	Should we use the ECCRP also for SHDSL Modem? Please confirm and/or clarify.	SHDSL Modem is expected to use Binding Posts listed in PRTTDCIS-2222 and presnet on the External Communication Panel (ECP). Now, nothing forbids the Contractor to merge Termination panels in the design as long as the panel accessibility fits its purpose. For instance it would make no sense to have the ECP close to the shelter roof or the ECCRP close to the bottom of the shelter.	No amendment to RFQ required.
T.168	Book II Part IV SRS - pag. 294 PRTTDCIS-3012	"… ONE (01) semi-rugged switch… including minimum 2 PoE ports…" Are PoE ports also required for xS domain switches?	Customer agrees to the usage of FO for EUD connectivity on xS. See multiple updates in SRS v2.3.	Please see updated SRS V.2.3.
T.169	Book II Part IV SRS - pag. 294 PRTTDCIS-4670 - pag. 101 PRTTDCIS-1149	"… semi-rugged switches shall be of identical model in all security domains". TEMPEST Level B is required for xS domain. It seems that the requirement implies the use of switches using ethernet copper based ports, e.g. RJ45 (user side). Please clarify if a tempest switch is required for xS domain (so with fiber	Customer agrees to the usage of FO for EUD connectivity on xS. See multiple updates in SRS v2.3.	Please see updated SRS V.2.3.

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		based ports) or the tempest level B requirement can be relaxed.		
T.170	Book II Part IV SRS - pag. 313 SRS (PRTTDCIS-2275)	GAR-T HCLOS Variant power requirement is significantly less than the shelter system, this difference allow to consider a size of PGU, which to fulfill all the general PGU SRS need a strong customization, being the COTS (PRTTDCIS-3359) equipment not available. Confirm that requirements related to PRTTDCIS-2168, PRTTDCIS-3387 (rpm), can be extended to the standard 3000rpm.	GAR-T HCLOS variant PGU engine speed can be extended to 3000rpm. See new PRTTDCIS-4749 in SRS v2.3	Please see updated SRS V.2.3.
T.171	Book II Part IV SRS - pag. 279 SRS (PRTTDCIS-2181)	Please confirm that the UPS autonomy stated in PRTTDCIS-2179 and in specific enclosures requirements already include the time for equipment graceful shutdown.	Incorrect, the target performance values for duration while running on UPS are values ensuring service continuity. The time required to perform the full graceful shutdown is not included. For example, if a given UPS needs to run for 30min as per required performance target and the complete graceful shutdown takes 5min, then the UPS shall ensure power for a minimum of 35min.	No amendment to RFQ required.
T.172	Book II Part IV SRS - pag. 284 SRS (PRTTDCIS-2218)	The requested connector for shelter input is 32A@230VAC single phase. Calculating the maximum power allowable to that connector it is less than 6kW, this value is greatly below the power requirement of the installed loads, please confirm the connector is design driven.	Shelter main INPUT, AUXILIARY OUTPUT - MAINS and Trailer External input power sockets maximum current to be design driven while maintaining the 230VAC single phase requirement. See updated PRTTDCIS-2218 and PRTTDCIS-2287 in SRS v2.3.	Please see updated SRS V.2.3.

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T.173	Book II Part IV SRS - pag. 284 SRS (PRTTDCIS-2218)	The requested connectors for Mains daisy chain on the shelter are 32A@230VAC single phase, these connectors cannot be of the same size, being the input connector loaded with double current requirement, please confirm the connector is design driven.	See the reply to T.172.	Please see updated SRS V.2.3.
T.174	Book II Part IV SRS - pag. 307 SRS (PRTTDCIS-2287)	The required sockets are Schuko type and 32A, International Standards report the upper limit for Schuko type sockets to be 16A; please confirm the required sockets can be industrial IEC60309 32A type.	See updated PRTTDCIS-2287 in SRS v2.3.	Please see updated SRS V.2.3.
T.175	Book II Part IV SRS - pag. 247 SRS (PRTTDCIS-3397)	Being the PGU the primary source of electrical power (PRTTDCIS-2169), where does the auxiliary power come from to feed the engine heaters?	It is design driven but cannot rely on Mains nor Shelter UPS.	No amendment to RFQ required.
T.176	Book II Part IV SRS - pag. 236 SRS (PRTTDCIS-2086) SRS (PRTTDCIS-4451)	Embedded Spectrum Analyser. In Amendment 8 the requirements were changed from IF only to IF and RF Monitoring. Please note that: a) the downlink RF signal is not accessible. Adding a monitoring point would increase the system noise temperature. Anyway, the signal amplitude would be too low to be detected by a Spectrum Analyser. b) There will be a monitoring point on the waveguides from the SSPBs to the antenna feeds for X and Ka band. These monitoring points are normally used for troubleshooting. Monitoring at 30GHz is beyond the capability of an embedded Spectrum Analyser. This would require a full blown Spectrum Analyser such as	Agreed, see updated PRTTDCIS-2086 in SRS v2.3.	Please see updated SRS V.2.3.

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		the "Pooled Portable Rugged Spectrum Analyser" (SRS-279, SRS-280). Please consider to limit the capabilities of the Embedded Spectrum Analyser to IF monitoring only.		
T.177	Book II Part IV SRS - pag. 236 Section 6.4.4 - Implementation Constraints	This paragraph lists the key figures of the terminal, such as the G/T figure for X and Ka band for the receive path. However, there is no data about the required EIRP (Effective Isotropic Radiated Power) of the transmission path. Not having any satellite data it is not possible to determine the required EIRP through a link budget. Please provide the values for the required EIRP in X and Ka band. Please provide linear EIRP and saturated EIRP, especially in case of multicarrier operation (see T.20 below).	See new PRTTDCIS-4742 and PRTTDCIS-4742 in SRS v2.3.	Please see updated SRS V.2.3.
T.178	Book II Part IV SRS - pag. 225 (PRTTDCIS-2665)	"The Military SATCOM Terminal will only be used in Point-to-Point topology." Please confirm the above statement implies that there will be only one carrier transmitted for each frequency band.	Correct, no multi carrier required.	Please see updated SRS V.2.3.
T.179	Book II Part IV SRS - pag. 231 Section 6.4.3.4 - Antenna subsystem - pag. 232 (PRTTDCIS-2070)	"The antenna reflector shall fold on the sides that auto-deploys and stows as needed." Folding reflectors are generally required to reduce their footprint when stowed. A one-piece reflector will not exceed the maximum width allowed for road transportation; it will even not protrude beyond the shelter footprint. A solid reflector will close like clamshell and fit within the maximum height limit for air transport	Agreed, see updated PRTTDCIS-2070 in SRS v2.3.	Please see updated SRS V.2.3.

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		in a C130H when mounted on the shelter roof. Please confirm that a solid one-piece reflector can be used as long as all other requirements and constraints are met.		
T.180	Book II Part IV SRS - Pag. 292 (PRTTDCIS-2756)	"… sufficient air flow…". Please confirm that the tent shall have to be equipped with fresh air ventilation fan (since open window would make the rain, humidity and hot air to enter inside the tent, with no environmental protection anymore).	Sufficient air flow is design driven. If temperature exceeds human exposure limits (High or Low), the Pooled Tent ECU will be deployed by Customer staff.	No amendment to RFQ required.
T.181	Book II Part IV SRS - Pag. 315 (PRTTDCIS-4472) (PRTTDCIS-4471)	The SRS requires up to 4 handles for transit cases heavier than 40kg. Please confirm the cases weight limits stated in (PRTTDCIS-4471) can be extended to 40 kg when four handles are mounted on the case	No, profiles in PRTTDCIS-4471 can not be modified and elements marked as to be integrated in those profile shall meet those profile limitations. For all cases (transport and transit) where no profile has been set as an integration constraint and, by then are design driven, the 4 handles rule applies to any case exceeding 40kg.	No amendment to RFQ required.
T.182	Book II Part IV SRS - Pag. 286 (PRTTDCIS-2231)	The SRS requires six ERFP for whip antennas. Please confirm that a single ERFP structure with 6 sections can be used to meet the SRS	The ERFP is the wall pass-through Termination panel connecting the inside of the shelter to the outside. As per PRTTDCIS-2232, those ERFP need to be close to the Whip antenna mounting point described in section 7.3.7 (as per SRS v2.3 section numbering). While the distribution of the SIX (06) whip antenna mounting points (PRTTDCIS-2247) is not constrained, those need to be correctly distributed so that antenna vicinity shall not degrade propagation performances of the	Please see updated SRS V.2.3.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
			different radio systems (CNR, IP HF Radio nor Broadband Radio) in any of the antenna deployment possible configurations (from single to all). See new PRTTDCIS-4740 in SRS v2.3.	
T.183	Book II Part IV - Pag.265 (PRTTDCIS-1376), Pag. 296 (PRTTDCIS-3538), Pag. 266 (PRTTDCIS-1379)	The SRS states the shelter shall be transported by an MTV (Medium Transportable Vehicle) procured by the Portuguese army. The MTV has a payload of 5 tons versus the 2,5 tons of the Light Medium Tactical Vehicle (LMTV) both part of the same Family (ref https://www.military.com/equipment/family-of-medium-tactical-vehicles-fmtv). Please confirm the maximum payload of 3,5tons for shelter ready for transport (PRTTDCIS-1379) can be extended up the limit of MTV of 5 tons also confirmed by the relevant lifting jack capacity stated in (PRTTDCIS-3538) (5 tons).	As per PRTTDCIS-3537, the Lifting Jack Kit shall be capable to lift ISO containers of any dimension which drives the minimum lift capacity of 5 tons. Shelter maximum weight amended to a maximum of 4250kg. See updated PRTTDCIS-1379 in SRS v2.3.	Please see updated SRS V.2.3.
T.184	Book II Part IV - Pag. 281 (PRTTDCIS-2208), Pag. 282 (PRTTDCIS-2395)	(PRTTDCIS-2208) requires the ECU mode of "recirculation", that means no fresh/outside air enter in the shelter. This mode makes impossible to provide the required overpressure stated in (PRTTDCIS-2395). Please confirm that a ventilation blower in conjunction with an overpressure valve is required to meet the shelter overpressure requirement for all the operating conditions with the exception of "recirculation" mode.	See updated PRTTDCIS-2395 in SRS v2.3.	Please see updated SRS V.2.3.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.185	Book II Part IV Pag. 315 (SRSPRTTDCIS-4471), Pag. 317 (PRTTDCIS-4489)	The 19" frame has the design width of 465mm. It is not consistent with the TINY sizes stated in SRSPRTTDCIS-4471 (350mm < 465mm). Please clarify.	PRTTDCIS-4489 being a NOTE type of statement, the use of 19in racks is not mandatory. See updated PRTTDCIS-4489 in SRS v2.3.	Please see updated SRS V.2.3.
T.186	Book II Part IV - Pag. 296 (PRTTDCIS-3539).	Lifting jacks able to lift any ISO certified container (PRTTDCIS-3537) with a payload of 5 tons (PRTTDCIS-3538) imply a weight of the kit that needs tools, as per forklift, for movement and placement before fixing and installation that can be done with standard tools as per screwdriver. Please confirm the assumption.	Yes, Contractor can assume the usage of forklift (PFE) to unload/load the Lifting Jack Kit from/on the separate transport vehicle. Once Lifting kit is on the ground, its unpacking, deployment and operation should preferably not require further support of a forklift.	No amendment to RFQ required.
T.187	Book II Part IV - Pag. 292 (PRTTDCIS-2754), Pag.292 (PRTTDCIS-2753)	(PRTTDCIS-2754) requires the tent to be inflatable type. Please confirm that an exoskeleton can be provided in order to install the sunshield.	Yes, use of exoskeleton for the sole purpose of the sunshield is allowed.	No amendment to RFQ required.
T.188	Book II Part IV - Pag. 308 (PRTTDCIS-1427), Pag. 311 (PRTTDCIS-2444)	(PRTTDCIS-1427) sixth bullet requires two metal wedges as per (PRTTDCIS-2444). Please confirm the total number of wedges is two (2) only per trailer.	Correct, PRTTDCIS-2444 duplicates PRTTDCIS-1427. See deleted PRTTDCIS-2444 in SRS v2.3.	Please see updated SRS V.2.3.
T.189	Book II Part IV - Pag. 289 (PRTTDCIS-4669)	The requirement states to transfer a mast in no more than "TWO (04)" hours. It seems to be a typo error. Please state the correct value.	Correct, see updated PRTTDCIS-4669 in SRS v2.3.	Please see updated SRS V.2.3.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
T.190	Book II Part IV Pag. 296 (PRTTDCIS-3539)	The requirement states two trained operators for installation and operation. Please confirm the use of lifting machines (i.e forklift) will be used for the approching and fixing of the Lifting Jacks to the shelter ISO corners	See reply to T.186.	No amendment to RFQ required.
T.191	Book II Part IV Pag.297 (PRTTDCIS-3543)	The requirement states the use of transport case for the lifting jacks. Please confirm that transport case for Lifting Jacks Kit shall not meet the specifications of (PRTTDCIS-4471).	Correct, Lifting Jack Kit transport cases are design driven. See also reply to T.181.	No amendment to RFQ required.
T.192	Book II Part IV Pag.294 (PRTTDCIS-4672)	The first bullet states as cooling capacity "BTU" unit. Please confirm the correct cooling capacity unit is "BTU per Hour".	Correct, see updated PRTTDCIS-4672 in SRS v2.3.	Please see updated SRS V.2.3.
T.193	Book II Part IV Pag.294 (PRTTDCIS-4672)	The second bullet states as heating capacity "kW" unit. Please confirm the correct heating capacity unit is "W".	Correct, see updated PRTTDCIS-4672 in SRS v2.3.	Please see updated SRS V.2.3.
T.194	Book II Part IV SRS - pag. 123 PRTTDCIS-4257	PRTTDCIS-4257 states: "TDCIS Nodes shall support future integration in a Log Aggregation Services as illustrated on following picture Figure 39". Please confirm that LogA application software, LogA Agent and Splunk Universal Forwarder are not to be provided for TDCIS Node	See reply to T.155.	No amendment to RFQ required.
T.195	Book II Part IV SRS - pag. 124 PRTTDCIS-4314	PRTTDCIS-4314 states: "The Log Aggregation (LogA) Service design in the NS Kit shall adhere to the concept illustrated on following diagram Figure 40". Please confirm that LogA application software	See reply to T.156.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
		has not to be provided for NS Kit. In case the above understanding is not correct and LogA application software shall have to be provided, please clarify where such application is expected to be installed.		
T.196	Book II Part IV SRS - pag. 124 PRTTDCIS-4314	PRTTDCIS-4314 states: "The Log Aggregation (LogA) Service design in the NS Kit shall adhere to the concept illustrated on following diagram Figure 40". Please confirm that Splunk Universal Forwarder shall be installed only on System Administrator Workstations	See reply to T.157.	No amendment to RFQ required.
T.197	Book II Part IV SRS - pag. 124 PRTTDCIS-4258	PRTTDCIS-4258 states: "The LogA Service in the NS Kit shall be implemented with Splunk Universal Forwarder application installed on the Workstation". Please confirm that Splunk Universal Forwarder is the only Splunk component to be provided (i.e. no Splunk Enterprise, Splunk Enterprise Security or other Splunk components are to be provided)	See reply to T.158.	No amendment to RFQ required.
T.198	Book II Part IV SRS - pag. 222 (PRTTDCIS-3081)	Could the Mini LOS system be provided by an IDU only solution (e.g. IDU+ODU to be installed indoor) ? Please confirm.	Nothing prevents this as long as all requirements are met.	No amendment to RFQ required.
T.199	Book II Part IV SRS - pag. 315 (PRTTDCIS-4471)	TINY cases are limited to 35 x 15 x 35cm. This requirement seems tailored on a specific product and, as such, making competition limited with an associated increase in cost of the solution. Please clarify if these limits can be reconsidered,	TINY case profile dimensions pertain.	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
		e.g. MAX 60x25x50 cm (as it was in the Amendment 6)		
T.200	Book II Part IV SRS - pag. 315 (PRTTDCIS-4471)	TINY cases weight limitation to 10Kg makes vendor's competition limited, with an associated increase in cost of the solution. Please clarify if this limit can be reconsidered, e.g. to 15Kg.	TINY case profile weight limit pertains.	No amendment to RFQ required.
T.201	Book II Part IV SRS - pag. 288 (PRTTDCIS-2247)	"All shelters shall support, on the roof or on the sides, the following:… - TWO (02) electrically motorized telescopic masts… The bidding sheets require specific quantities for telescopic masts. E.g. for CCC Node only one (1) mast is required. Please confirm that the number of masts to be provided is the quantity indicated by bidding sheets.	See reply to T.159.	No amendment to RFQ required.
T.202	Book II Part IV SRS - pag. 306 (PRTTDCIS-2544)	"The GAR-T electrical management cabinet shall…" Please clarify if the same cabinet (for both electrical management and radio equipment) can be used for trailers.	This is design driven and as long as Health and Safety regulations are met nothing prevents this.	No amendment to RFQ required.
T.203	Book II Part IV - Pag.288 (PRTTDCIS-2251) Pag.268 (PRTTDCIS-1387)	The SRS requires the mast shall be fixed on the shelter external side panels. This seems to be not consistent with (PRTTDCIS-1387): "…shall not protrude outside of the free area envelope…". Please clarify.	PRTTDCIS-1387 refers to the shelter when in transport configuration. As per PRTTDCIS-2252, in transport configuration, retracted masts will not protrude outside of allocable area. As per PRTTDCIS-2253, when operated, masts will protrude outside of the allocable	No amendment to RFQ required.

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status**
			area. This is consistent with PRTTDCIS-2251 stating that the masts shall be fixed on the shelter external walls, obviously, in the allocable areas in such a way that when those are in transport configuration (PRTTDCIS-2252), nothing protrudes outside of allocable area envelopes (PRTTDCIS-1387).	
T.204	Book II Part IV - Pag.101 (PRTTDCIS-1805) Pag.321 (PRTTDCIS-1832).	EUD xS are required Tempest Level B (e.g. Cisco 8865) will have fiber ports to satisfy tempest requirement. Please confirm that Eth-Cu interface is not applicable to Wired IP Phones for xS domain.	Customer agreed to the usage of FO for EUD connectivity on xS. See multiple updates in SRS v2.3.	Please see updated SRS V.2.3.
T.205	Book II Part IV - Pag.203 (PRTTDCIS-4213) Pag. 101 (PRTTDCIS-1805)	"The UAM shall deliver PoE to voice appliances". Please confirm that PoE is not required for xS domain (being this domain be realized as BoB Tempest Level B)	Customer agreed to the usage of FO for EUD connectivity on xS. See multiple updates in SRS v2.3.	Please see updated SRS V.2.3.
T.206	Book II Part IV - Pag.209 (PRTTDCIS-1789) Pag. 101 (PRTTDCIS-1805)	"… switching capability featuring copper based ports…": xS is required to be Tempest Level B. Please confirm that the switching capability for BoB xS will have to be fiber based instead of "copper" based.	Customer agreed to the usage of FO for EUD connectivity on xS. See multiple updates in SRS v2.3.	Please see updated SRS V.2.3.

RFQ-CO-115363-PRT-TDCIS

Tactical Deployable Communications and Information Systems (TDCIS) for the Portuguese Army

BOOK I

BIDDING INSTRUCTIONS

AMENDMENT 9

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Table of Contents

SECTION I - INTRODUCTION

1.1 OVERVIEW

1.1.1 The purpose of this Request for Quotation (RFQ) is to establish a contract for the acquisition of tactical deployable Communications and Information Systems (TDCIS) for the Portuguese (PRT) Army with a secure, modular, sustainable and interoperable means of communications and information exchange with the other deployed PRT Army units connected to the Portuguese National Defence Network (NDN), or with deployed elements of mission partners connected to the NATO Federated Mission Network (FMN).

1.1.2 Portugal (PRT) is the Host Nation (HN) for the TDCIS project and has the overall financial authority for the programme. The NATO Communications and Information Agency (NCIA) has been authorised to act as the Procurement Agency on behalf of the HN and is vested with the acquisition authority to conduct the NATO International Competitive Bidding (ICB) Procedure, and to award and administer the resulting Contract.

1.1.3 The contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the Contract Schedule of Supplies and Services (Book II Part I).

1.1.4 This RFQ for TDCIS is conducted under Basic Ordering Agreement Plus (BOA+) procedures outlined within the “Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version, Ref: AC/4-D(2019)0004 (INV)”. Pursuant to these procedures, quotation submittal is restricted to companies from participating NATO member nations in accordance with paragraph 2.1.7 of Section II of the Bidding Instructions. The security of this RFQ is “NATO UNCLASSIFIED”.

1.1.5 This RFQ will not be the subject of a public opening.

1.1.6 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest priced, compliant Offeror.

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

1.1.8 A single contract will be placed with one Contractor. No partial bidding shall be allowed.

1.1.9 Site survey visits shall take place in Porto (Oporto), Portugal:

- Conduct Site survey of the customer provided training facility; EDC+ 30 weeks
- Conduct a pre-UAT(E) Site Survey and submit an SSR for Purchaser approval; EDC + 38 weeks

The site surveys intent is to collect information on the training, Acceptance Testing and OpTEVal Sites of the requirement.

1.1.10 The overall security classification of this RFQ is “NATO UNCLASSIFIED”.

1.1.11 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 2.7 of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".

1.1.12 The target date for Contract Award is 3rd Quarter 2023.

1.1.13 The Contractor shall achieve Final System Acceptance within 142 Weeks after the Effective Date of Contract (EDC).

1.2 PURPOSE

1.2.1. The Tactical Deployed Communication Information System (TDCIS) shall deploy with the Portuguese Army (PTA), who developed as a prototype, the proof-of-concept system called “Sistema de Informação e Comunicações - Tático (SIC-T)”.

1.2.2. The TDCIS is a modular System of Systems (SoS) configured into truck-mounted Shelters and Trailers that provides a CIS used on National and International (NATO and non-NATO) Deployed Operations and Exercises.

1.2.3. This TDICS is designed to support PTA national and multi-national expeditionary operations at a Brigade level and below; that proof-of-concept now needs uplifting.

1.2.4. This project is the basis for delivering a TDCIS to the Portuguese Army, as the uplift to the SIC-T system which they developed.

1.3 PROJECT SCOPE

1.3.1 TDCIS will comprise a range of Shelters and Trailers based Node types and a NATO S*cr*t (NS) Kit configured for a specific Mission deployment.

1.3.2 The Shelters are mounted on all-terrain vehicles that can be located in the operational scenario as per the mission requirements.

1.3.3 Missions may use both Shelters and Trailers, some will use two Shelters, others a single Shelter.

1.3.4 The trailers can be used independently as a Communication rebroadcast facility. In addition, to the Shelters there are also specialist Trailers, these too are Mission specific but their usage and variability is less complex than the Shelter.

1.3.5 The TDCIS **does not** include a dedicated Test and Reference Environment.

1.3.6 The TDCIS **does not** include a dedicated Training Environment.

1.3.7 The project will be executed in six phases, spanning from the Effective Date of Contract (EDC) to two (2) years of warranty following the declaration of FSA.

1.3.7.1 As a guide, the Purchaser has developed an Acitivity Flow that shall be used by the Contractor to understand the requirement.

1.3.7.2 The Activity Flow has 6 Phases with supporting enablers that comprise the following:

Phase 1 – System Design. This phase firmly sets the scene for the whole delivery, it shall conclude with a Preliminary Design Review (PDR) that sets expectation levels on the delivery lifecycle. This is the strategy phase with some of the CDRLs delivered as 'Presentational' with some information back up.

Phase 2 – System Development. This phase develops the PDR baseline further and places a number of key blueprint designs. It also offers the Contractor an opportunity to mature their individual strategies into firm baselined plans. This phase concludes with a Key Milestone CDR.

Phase 3 – Batch 1 Build. This phase focusses on the manufacture of the Batch 1 nodes. The Phase consists of 5-tranches of build and concludes with a full batch 1 Factory Acceptance Systems Test (FAST).

Phase 4 – Deliver Training, Conduct UAT(E) and PSA. The Contractor shall be responsible for the execution of this entire phase, including the conducting of Training and UAT(E) at the Customer's establishment. UAT(E) shall comprise of System and Interoperability Testing when the system's integration and compliance with NATO Federated Mission Network, Spiral 3, is to be evidenced.

Phase 5 – Support OpTEVal, and Build Batches 2 & 3 (Batch 3 is an Option). Following successful completion of the PSA, the OpTEval exercise plus production of Batches 2 & 3 are to be carried out concurrently. The Contractor shall provide consultancy type support to the TDCIS acceptance activity performed by the Customer during OpTEVal. Batches 2 and 3 shall be manufactured with a Factory Acceptance Test (FAT) carried out before delivery to the Customer Site.

Phase 6 – Achieve FSA. This Phase finalises the Project delivery. The phase will conclude when the Contractor and the Purchaser conclude their FSA Report. Contractor Warranty shall commence on successful completion of the FSA, and shall last for a period of two consecutive years.

1.3.8 The TDCIS design shall cover the full scope of the TDCIS systems.

1.3.8.1 This design documentation shall separately identify the design for the operational (production) and training systems.

1.3.8.2 The scope of the design shall encompass all the components needed to achieve the capability, including:

a. CIS Hardware;

b. Software and licensing;

c. Tooling to manage and support the TDCIS;

d. Non-CIS hardware (e.g. transit cases, tents, etc.).

1.3.8.3 The design shall strictly follow the structure in which requirements are formulated in Book II Part IV, Annex A (SRS).

1.3.8.4 The implementation of the TDCIS consists of the assembly, connection, integration and configuration of Commercial of The Shelf (COTS) components, into bespoke systems that are fit for purpose of meeting the Purchaser's requirements and used in support of National and NATO expeditionary operations.

1.4 SECURITY

1.4.1 This Request For Quotation has been classified as NATO UNCLASSIFIED. There is a limited number of references classified at NATO RESTRICTED level.

1.4.2 Contractor will be required to handle and store classified material to the level of "NATO S*CR*T" and the Contractor shall have the appropriate facility and personnel clearances of "NATO S*CR*T". Should a Contractor be unable to perform the Contract due to the fact that the facility clearance has not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.

1.4.3 Contractor personnel working at NATO sites are required to possess a security clearance of "NATO S*CR*T". Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser. Contractor personnel who need System Administrator or Operator privileges when working on NATO S*CR*T systems shall be required to hold NATO CTS clearance.

1.4.4 Offerors are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Offeror not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Offeror's quotation to be non-compliant and offer the Contract to the next ranking Offeror.

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

1.5 BIDDERS' CONFERENCE

1.5.1 Prospective Bidders are invited to participate in the Bidders' Conference that will be held on 18th November 2022 in Brussels. The Bidders' Conference will be chaired by the NCI Agency.

1.5.2 Participation to the Bidders' Conference is limited to a maximum of two (2) persons per company. No exception to this number of attendees will be made. The Bidders

are responsible for the costs of travel, lodging and per diem for its representatives during the Bidders' Conference.

1.5.3 The Bidders' Conference will be held in accordance with the tentative agenda below. Details of the precise venue will be provided to the participating companies in due course via the event portal identified below.

- Introduction
- RFQ package presentation
- Review of Scope and Schedule
- Review of Service Requirements and SLA framework
- Questions and Answers

1.5.4 Those Bidders who wish to participate in the Bidders' Conference shall indicate their intention to attend not later than 10 days prior to the conference date by submitting the "Request for Visit" form, which is enclosed to the cover letter of this RFQ, to the Point of Contact under Para. 1.5.12.1 below. Each Bidder may nominate up to 3 representatives to attend the conference.

1.5.5 Bidders Conference is NATO UNCLASSIFIED.

1.5.6 Prospective Bidders are informed that the participation to the Bidders' Conference is not mandatory for bidding purposes.

1.5.7 Any questions which the potential Bidders would like to be answered at the Bidders' Conference must be submitted in writing not later than three (3) working days prior to the conference to the to the Point of Contact under Para. 1.5.12.1 below.

1.5.8 The Purchaser will respond to the previously submitted questions at the Bidders Conference. If any additional questions are asked by the potential Bidders at the Bidders Conference, the Purchaser might attempt to provide answers at that time, but any answer that might appear to amend terms, conditions and/or specifications of the Contract shall be considered to be formally included in the RFQ only if a written amendment to the RFQ is issued in writing by the Purchaser.

1.5.9 Any question that the potential Bidders would like to have answered after the Bidders' Conference must be submitted in writing within one (1) week after the Bidders' Conference, but not later than ~~twenty eight (28)~~ fourteen (14) calendar days prior to the Bid closing date, to the Contracting Officer at the address mentioned in Para. 1.5.12.1 below.

1.5.10 Answers to all questions will be issued in writing to all Bidders as soon as practicable, whether or not the Bidders have attended the Bidders' Conference. The formal written answers will be the official response of the Purchaser, even if the written answer differs from the verbal response provided at the Bidders' Conference.

1.5.11 Irrespective of the written answers provided by the Purchaser after the Bidders' Conference, the terms, conditions and language of the RFQ remains unaltered unless a formal RFQ amendment is issued by the Purchaser, and is identified as such.

1.5.12 The Agency Point of Contact (POC) for the Bidders' Conference is as follows:

1.5.12.1 Mr Ole Hubner (NCI Agency Senior Contracting Officer), Email: ole.hubner@ncia.nato.int

1.5.13 COVID-19 related requirements will be provided closer to the date of the event. The Purchaser reserves the right to cancel the event at any time should the pandemic restrictions prevent holding it. The Purchaser shall not be liable for any event cancellation costs incurred by the Prospective Bidders.

SECTION II – GENERAL BIDDING INSTRUCTIONS

DEFINITIONS

2.1.1 "Assembly": As used herein, the term "Assembly" means an item forming a portion of equipment that can be provisioned and replaced as an entity and that normally incorporates replaceable parts or groups of parts.

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

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

2.1.4 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.

2.1.5 "Host Nation": A Participating Country, major NATO Command or a NATO Agency which is responsible for implementing a project. In this particular RFQ, the Host Nation refers to Portugal (PRT).

2.1.6 The term "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

2.1.7 The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, REPUBLIC OF TÜRKIYE, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, UNITED KINGDOM, UNITED STATES OF AMERICA.

2.1.8 The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).

2.1.9 "Sub-Assembly": The term "Sub-Assembly" as used herein refers to a portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts as defined in ACodP-1.

2.2 ELIGIBILITY

2.2.1 This RFQ is being conducted under BOA plus procedures, therefore, firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this RFQ along with those firms nominated through their Delegations via a Declaration of Eligibility.

2.2.2 All Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

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

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

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

2.3 QUOTATION SUBMITTAL AND QUOTATION CLOSING DATE

2.3.1 All Quotations shall be in the possession of the Purchaser at the email address given below in Paragraph 2.3.2.1 below before 17:00 hours (Brussels Time) on Tuesday, 28 February 2023, at which time and date Quotations shall be closed.

2.3.2 Offerors are requested to submit their quotation electronically to the following email address:

2.3.2.1 Email: RFQ-CO-115363-PRT-TDCIS@ncia.nato.int

2.3.3 The Quotation shall consist of three (3) separate subject emails:

2.3.3.1 For the first e-mail the subject line shall read: "***PRT TDCIS– Official Bid for [company name] – Part I - Admin***". The e-mail content shall be as described in Paragraph 3.2.2, Part I: Administration Package below, with no password protection to the file and shall be not larger than 20MB total.

2.3.3.2 For the second e-mail the subject line shall read: "***PRT TDCIS-Official Bid for[company name] – Part II - Price***". The e-mail content shall be as described in Paragraph 3.2.2, Part II: Price Proposal below, with no password protection to the file, and shall be not larger than 20MB total.

2.3.3.3 For the third e-mail the subject line shall read: **"PRT TDCIS – Official Bid for [company name] – Part III – Technical"**. The e-mail content shall be as described in Paragraph 3.2.2, Part III: Technical Proposal below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Offerors shall clearly indicate the correct order in the e-mail subject line.

2.4 LATE BIDS

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 Bids submitted electronically may be considered late unless the Offeror completes the entire transmission of the bid before the closing date and time for receipt of bids under this solicitation.

2.4.2 Consideration of Late Bid

2.4.2.1 The Purchaser considers that it is the responsibility of the Offeror to ensure that the bid submission arrives by the specified bid closing time. A late bid 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 bid was sent to the correct email specified in paragraph 2.3.2.1 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 Electronic Bid

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

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

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

2.4.3.2 A bid that fails to conform to the above requirements may be declared noncompliant 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 electronic bid, the Offeror may be determined to have submitted a non-compliant bid.

2.5 REQUESTS FOR EXTENSION OF QUOTATION CLOSING DATE

2.5.1 All questions and requests for extension of the Quotation Closing Date must be submitted by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.6.2.1 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 requests submitted after this time. Extensions to the quotation closing date are at the discretion of the Purchaser.

2.6 PURCHASER POINT OF CONTACT

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

NATO Communications and Information Agency
Acquisition Directorate
Attention: Mr. Ole Hubner, Senior Contracting Officer
Boulevard Leopold III
B-1110 Brussels, Belgium

2.6.2 Email:

2.6.2.1 RFQ-CO-115363-PRT-TDCIS@ncia.nato.int

Please remember <u>do not password protect</u> any of your documents

2.7 REQUESTS FOR RFQ CLARIFICATIONS

2.7.1 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.

2.7.2 All questions and requests for clarification must be submitted by e-mail and using the form in Annex A of Book I – Bidding Instructions. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the email address specified in paragraph 2.6.2.1 above and shall arrive not later than ~~seven (7)~~ fourteen (14) calendar days prior to the stated "Quotation Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Offeror for any given area, as the Offeror will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.7.3 below.

2.7.3 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.

2.7.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective Offerors. Answers will be provided via an amendment to the RFQ.

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

2.7.6 It is the responsibility of the Offerors to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Offeror's identity in the language constituting the clarification itself. This prescription is not applicable to the means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).

2.7.7 The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Offeror's failure or inability to abide to the prescription in paragraph 2.7.6.

2.7.8 The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Offeror's identity.

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

2.8 REQUESTS FOR WAIVERS AND DEVIATIONS

2.8.1 Offerors are informed that requests for alteration to, waivers of, or deviations from the Schedule, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

2.8.2 Requests for alterations to the other requirements, terms or conditions of the RFQ or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.7 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.

2.9 AMENDMENT OF THE RFQ

2.9.1 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 Date. Any and all modifications will be transmitted to all prospective Offerors by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the Offeror shall complete and enclose as part of his quotation. This process may be part of the clarification procedures set forth in paragraph 2.7 above or may be an independent action on the part of the Purchaser.

2.9.2 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 his discretion and such extension will be set forth in the amendment document.

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

2.9.4 All Amendments issued by the Purchaser shall also be acknowledged by the Offeror in its Quotation by completing the "Annex B-6 – Acknowledgement of Receipt of RFQ Amendments and Responses to Clarification Requests" Failure to acknowledge receipt of all Amendments may be grounds to determine the Quotation to be non-compliant.

2.10 MODIFICATION AND WITHDRAWAL OF QUOTATION

2.10.1 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 bid.

2.10.2 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 Quotation", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made. A modification to a quotation which is determined to be late will not be considered in the evaluation and selection process. If the Offeror submitting the modification is

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

2.10.3 An Offeror may withdraw his Quotation at any time prior to Quotation Opening without penalty. In order to do so, an authorised agent or employee of the Offeror must provide an original statement of the firm's decision to withdraw the Quotation.

2.11 BID VALIDITY

2.11.1 Offerors shall be bound by the term of their quotation in which the Offeror has provided a quotation for a period of 12 months starting from the Quotation Closing Date specified at paragraph 2.3.1.

2.11.2 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.

2.11.3 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.

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

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

(b) refuse this extension of time and withdraw the quotation without penalty.

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

2.12 CANCELLATION OF REQUEST FOR QUOTATIONS

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

2.13 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 firms have forwarded the necessary address information. All Offerors are consequently strongly encouraged to provide

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

2.13.2 Offerors are cautioned that the Purchaser will rely exclusively on electronic mail to manage all correspondence, amendments, etc., related to this RFQ.

2.13.3 Offerors are cautioned that electronic transmission of documentation which contains classified information is not permissible.

2.14 SUPPLEMENTAL AGREEMENTS

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

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

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

2.15 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

2.15.1 Offerors are requested to note that, in accordance with the Certificate at Annex B-11 hereto, Offerors shall provide documentary evidence that the Offeror possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.

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

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

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

2.16 NOTICE TO OFFERORS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

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

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

SECTION III - BID PREPARATION INSTRUCTIONS

3.1 GENERAL

3.1.1 Offerors shall prepare and submit their quotation in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.

3.1.2 Offerors shall prepare their quotation in three (3) parts:

(a) Administrative Package (Part I): Electronic Submission

(b) Price Proposal (Part II): Electronic Submission

(c) Technical Proposal (Part III): Electronic Submission

3.1.3 The specific format for each volume is stated in paragraph 3.2.2

3.1.4 Quotations and all related documentation shall be submitted in the English language.

3.1.5 Offerors shall prepare a complete quotation which comprehensively addresses all requirements stated herein. The quotation shall demonstrate the Offeror's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Bidding Sheets (Annex C). Quotations which are not complete will be declared non-compliant.

3.1.6 The Offeror **shall not restate** the RFQ requirements in confirmatory terms only. The Offeror must clearly describe what is being offered and how the Offeror will meet all RFQ requirements. Statements in confirmatory terms will only be sufficient for determining the bid to be non-compliant.

3.1.7 Partial quotations and or/ quotations containing conditional statements will be declared non-compliant.

3.1.8 If no specific format has been established for electronic versions, Offerors shall deliver documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g., Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).

3.1.9 All documentation submitted as part of the Quotation shall be classified no higher than “NATO UNCLASSIFIED”.

3.2 BID PACKAGE AND MARKING

3.2.1 The complete Quotation shall consist of three distinct and separated volumes each of which will be sent as an individual electronic submission as described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.

3.2.2 Offerors shall prepare their quotation in 3 volumes in the following quantities and with the following specifications:

Part	Format and Quantity Details

I: Administration Package	<u>One (1) Email no larger than 20MB total and without password protection including:</u> • Email subject line: *RFQ-CO-115363-PRT-TDCIS [Company Name] Part I - Admin* • One (1) Scanned PDF copy of the certificates with physical or electronic signatures of the prescribed certifications ➢ All of the required contents are outlined in Section 3.3
II: Price Proposal	<u>One (1) Email no larger than 20MB total and without password protection including:</u> • Email subject line: *RFQ-CO-115363-PRT-TDCIS [Company Name] Part II - Price* • One (1) electronic copy in Microsoft Excel (readable and searchable) of the completed Bidding Sheets • One (1) PDF copy with physical or electronic signatures of the completed Bidding Sheets as detailed in Section 3.4
III: Technical Proposal	One (1) Email no larger than 20MB total and without password protection including: • Email subject line: RFQ-CO-115363-PRT-TDCIS [Company Name] Part III - Technical • The Technical Proposal shall be self-contained as a separate electronic file, named as described in Section 3.5

3.2.2.1 "Company Name" – In the subject line of the email, and in the names of the individual files 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.

3.2.2.2 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: *RFQ-CO-115363-PRT-TDCIS [Company Name] Part III - Technical Part 1 of 4; RFQ-CO-115363-PRT-TDCIS [Company Name] Part III - Technical Part 2 of 4 and so forth*.

3.2.2.3 Acceptable File Formats:

3.2.2.3.1 Where no specific format is mandated, electronic quotation documentation shall be delivered in PDF format without limitations of printing or "copy & paste". The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.2.2.3.2 The Purchaser does NOT accept hard copies of bids CDs, thumb drives, <u>or zip files.</u>

3.2.3 No information disclosing or contributing to disclose the quotation price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the quotation being declared non-compliant.

3.2.4 As part of the Technical Proposal, the Offeror shall provide One (1) unpriced copy of the Bidding Sheets detailing the breakdown of labour, hours and equipment.

3.2.5 Documents submitted in accordance with paragraph Section 3.2 above shall be classified no higher than "NATO UNCLASSIFIED" material.

3.2.6 Partial Quotations on a Schedule and/or Quotations containing conditional statements will be declared non-compliant.

3.3 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (VOLUME I)

3.3.1 The Bid Administrative Package shall include in accordance with Section 3.2.2 Part I one email comprised of the required documents to the Purchaser. No information disclosing or contributing to disclose the quotation price shall be made part of the Administration Volume. Failure to abide to this prescription shall result in the quotation being declared non-compliant.

3.3.2 Volume 1 shall include the certificates set forth in the Annex to these Bidding Instructions, signed in the original by an authorised representative of the Offeror. The text of the certificates must not be altered in any way. The certificates are as follows:

B-1: Certificate of Legal Name of Offeror

B-2: Certificate of Independent Determination

B-3: Certificate of Quotation Validity

B-4: Certificate of Understanding

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

B-6: Acknowledgement of Receipt of RFQ Amendments (if applicable)

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

B-8: Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights

B-9: Comprehension and Acceptance of Contract Special Provisions and General Provisions.

B-10: List of Prospective Sub-Contractors / Consortium members

B-11: Certificate of AQAP 2110 or ISO-9001: 2015 Compliance. The Offeror shall attach a copy of the company's AQAP 2110 certification or ISO 9001: 2015 compliance.

B-12: List Of Proposed Key Personnel With Security Clearance Information

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

B-14: Offeror Background IPR

B-15: List of Subcontractor IPR

3.3.2.1 **Concerning Certificate B-6**, taking into account that Amendment 7 to the RFQ replaces the RFQ and its Amendments 1 to 6 in its entirety, the acknowledgement of Amendment 7 and from there consecutive Amendments is sufficient.

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

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

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

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

3.3.2.3 **Concerning Certificate B-10,** the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Offeror shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.

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

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

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

3.3.3 The Offeror shall send Volume I - Administrative Envelope to the Purchaser's point of contact specified in paragraph 2.6.2.1 above via email.

3.4 PREPARATION OF THE PRICE QUOTATION (VOLUME II)

3.4.1 Offerors shall prepare their Price Proposal in accordance with Section 3.2.2 Part II by submitting one email containing the completed electronic copy of the Bidding Sheets (Excel) provided with this RFQ under Book I, Annex C and D. The Offeror shall

propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these Bidding Instructions.

3.4.2 No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.

3.4.3 When completing the Bidding Sheets the Offeror shall insert information in all yellow cells of the Bidding Sheets and complete the Pricing Summary as instructed. A price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies; unless Offerors choose to use one bidding sheet per currency. In preparing the Price Quotation, Offerors shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

3.4.4 Offerors shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. The detailed tabs (Labour, Other Material, Travel and ODC) and the “Batch #1”, “Batch #2” and “Batch #3” tabs need to match the CLIN Summary and Offer Summary tabs.

3.4.5 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. In the case of inconsistencies between the electronic version of the Bidding Sheets and the PDF of the Bidding Sheets, the “hard copy” will be considered by the Purchaser to have precedence over the electronic version.

3.4.6 Offerors shall furnish Firm Fixed Prices for all CLINs to include Options as defined in the SOW. Purchaser evaluation of the submitted bids will be on the basis of the complete submission including administrative, price and technical components for all CLINs. The Contract will be awarded for CLINs 1 through 9 as the basic contract (base contract) and the work defined for CLIN 10 (evaluated option) shall be evaluated; CLIN 11 is a non-evaluated Option. These evaluated / non-evaluated options may be exercised by the Purchaser, at the sole discretion of the Purchaser as described in the Book II Special and General Provisions. The Purchaser’s decision to exercise any Options will take into consideration the availability of the required funding.

3.4.7 Offered prices shall not be “conditional" in nature. Any comments supplied in the Bidding Sheets or in any part of the bid package which are conditional in nature, relative to the offered prices may result in a determination that the bid is non-compliant.

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

(a) the currency is of a "Participating Country" in the project, and

(b) The Offeror can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.

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

3.4.10 The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Offerors are reminded of the requirement to complete the certification to this effect in Annex B-5.

3.4.11 Unless otherwise specified in the instructions for the preparation of bidding 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 Offeror’s attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

3.4.13 The Offeror shall furnish Firm Fixed Price quotations, for all proposed items. Partial quotations shall be rejected.

3.4.14 The Offeror understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such Option. Furthermore, the Purchaser reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.

3.4.15 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.

3.4.16 Price Proposals exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

3.4.17 The Offeror shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex B-10.

3.4.18 The Offeror shall separately price the cost of Warranty. Zero values or the statement that the Quotation price includes the cost of warranty are not allowed.

3.4.19 All prices bid shall be clearly traceable in the detailed bidding sheets.

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

3.4.21 The Offeror shall send Volume II - Pricing Envelope to the Purchaser's point of contact specified in paragraph 2.6.2.1 above via email.

3.5 PREPARATION OF THE TECHNICAL PROPOSAL (VOLUME III)

3.5.1 Offerors shall submit their Technical Proposal in accordance to Section 3.2.2 Part III an electronic package with separate documents in PDF or MS Office formats as required, containing all the information addressing the technical specifications and requirements of the stated in Sections 3.5.2– 3.5.9. The Technical Proposal shall have a confirmation that all requirements in the SOW, Book II Part IV are included in the proposed solution.

3.5.2 The Technical Proposal package shall include the following:

3.5.2.1 Table of Contents. The Offeror shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.

3.5.2.2 Cross-Reference/Compliance Table. The Offeror shall include the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked "QUOTATION REFERENCE" of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Offeror to ensure that all the required information has been provided in the Technical Proposal.

3.5.3 Section 1: Project Management Documentation (PMP and PIP)

3.5.3.1 Project Overview. The Offeror shall provide a Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how and in which geographic regions the Project's phases as illustrated in Appendix A of the SoW will be executed during the full lifetime of the Project.

3.5.3.2 The Offeror shall submit a preliminary Project Management Plan (PMP) in accordance with the requirements of Section 3.2.1 of the SoW (Book II Part IV) that defines how the Offorer intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The preliminary PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met. The

preliminary PMP with all appendices shall be a minimum of 20 pages but not to exceed 35 pages, and shall have a GANNT Chart as an Appendix that maps to both the Offerers PMS and the Bidding Sheet CLINs.

3.5.3.3 The Offeror shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 3.2.2 of the Statement Of Work (SOW) (Book II Part IV), which clearly describes how the Offeror intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:

3.5.3.3.1 The Offeror shall provide a statement assuring that all requirements shall be met for the Site Survey and Site Survey Report in accordance to the requirements stated in Sections 2.5.1, 2.7.2, and 4.10 of the SoW (Book II Part IV). The site survey shall be performed according to the Schedule of Supplies and Services after the Effective Date of the Contract.

3.5.3.3.2 The preliminary PIP shall include a preliminary Project Master Schedule (PMS) in accordance to the requirements stated in Section 3.2.2.3 of the SoW (Book II Part IV) that shall contain all contract events and milestones for the Project. The preliminary PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The preliminary PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.

3.5.3.3.3 The preliminary PIP shall include required security accreditation documents as described in Section 9 of the Sow.

3.5.3.4 Project Personnel. The Offeror shall provide a curriculum vitae for the personnel proposed for this project listed in Appendix D Key Personnel Requirements of the SoW (Book I Part IV). The Offeror shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals and security clearance information. This subsection shall also describe the authority and responsibility (and the limits) of the Project Manager within the overall corporate organisation, including the circumstances at which the Project Manager must refer decision making authority to the next level of Corporate management.

3.5.4 Section 2: Engineering

3.5.4.1 The Offeror shall provide a draft System Design Plan (SDP), as detailed in Section 2.1 (WP1) of the SoW. The SDP shall have minimum of 10 pages but not more than 20 pages.

3.5.4.2 Offerors shall provide an initial draft High Level Design (HLD), as detailed Section 2.1.5.1 of the SOW. The HLD shall address all HLD requirements as detailed in the SOW. In addition that HLD shall:

3.5.4.3 Provide an initial draft demonstrating an understanding of the design objective, constraints and the need to integrate PFE to the system design and in turn integrate the system with external PFE connectivity;

~~3.5.4.4 Provide an initial draft for system Low Level Design (LLD) on:~~

~~a. Access Node;~~
~~b. Battalion Node;~~
~~c. Company Communication Node;~~

~~d. Transit Node;~~
~~e. Rear Link Node;~~
~~f. GAR-T Relay;~~
~~g. Radio Access Point.~~
~~h. NS Kit~~
~~i. pooled appliances~~
~~j. Describe the Offerors intent for Interface Control Documentation (ICD);~~

3.5.5 Offerors shall provide an initial draft detailed description of how they intend to Build and Provide Production Units, as detailed in Section 2.2 (WP2) and Section 2.6 (WP6) of the SoW. The Offeror shall describe the full end to end processes they intend for:

a. Batch #1 First Article Systems;

b. Batch #2 and #3 (Option) Production Units.

3.5.6 Section 3: Supportability

3.5.6.1 Offerors shall provide a preliminary **Integrated Product Support Plan (IPSP)**, as detailed in the SOW section 4.1;

3.5.6.2 Offerors shall provide a **Product Support Case** to cover in one document the preliminary version for the following topics:

3.5.6.2.1 **Reliability Availability Maintainability Testability (RAMT)** Case Report, as detailed in the SOW section 4.2;

3.5.6.2.2 **Failure Mode Effects and Criticality Analysis (FMECA)**, as detailed in the SOW section 4.3;

3.5.6.2.3 **Maintenance Task Analysis (MTA)**, as detailed in the SOW section 4.4;

3.5.6.2.4 **Level of Repair Analysis (LORA)**, as detailed in the SOW section 4.5;

3.5.6.2.5 **Obsolescence Report**, as detailed in the SOW section 4.6;

3.5.6.2.6 **Warranty Report**, as detailed in the SOW section 4.11;

3.5.6.3 Offerors shall provide a preliminary **Training Plan (TNRP)**, as detailed in the SOW section 2.4.2;

3.5.6.4 Offerors shall provide a preliminary **In-Service Support Plan (ISSP)**, as detailed in the SOW section 4.12;

3.5.6.5 Offerors shall provide a preliminary **System Safety Program Plan (SSPP)**, as detailed in the SOW section 4.13;

3.5.6.6 Offerors shall provide a preliminary **Configuration Management Plan (CMP)** as detailed in the SOW Section 6.1;

3.5.6.7 Offerors shall provide a preliminary **Quality Assurance Plan (QAP)** as detailed in SOW Section 7.4.

3.5.7 Section 4: Testing and Acceptance

3.5.7.1 The Offeror shall in this section demonstrate how it can meet the TDCIS capability testing requirements and conducting all related activities. This includes the development of all test documentation required, the conduct of all testing and the evaluation and documentation of the tests results as specified in Section 8 of the SoW.

3.5.8 Section 5: Security Accreditation

3.5.8.1 The Offeror shall provide a draft Security Accreditation Plan (SAP) describing the steps to be taken to achieve security accreditation for TDCIS addressing all points under SEC-18 of SOW Section 9.4.

3.5.8.2 The Offeror shall provide an initial draft design proposal to be used as basis for the initial CIS Description, containing the most important planned elements such as hardware typology, SW typology, data flows, general purpose/functions, and initial system diagram(s) in accordance with SOW Section 9.5.

3.5.9 Section 6: Manufacturers Datasheets

3.5.9.1 The Offeror shall provide as part of the System Design Plan (SDP) under section 2.1.2 of the SoW, manufacturers datasheets for all equipment, demonstrating compliance with the requirements stated in the SRS, Annex A of the SoW.

3.5.9.2 The Offeror shall send Volume III – Technical Envelope to the Purchaser's point of contact specified in paragraph 2.6.2.1 above via email.

SECTION IV - QUOTATION EVALUATION

4.1 GENERAL

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

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

4.1.3 To ensure that sufficient information is available, the Offeror shall furnish with its Quotation all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Offeror proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.

4.1.4 During the evaluation, the Purchaser may request clarification of the Quotation from the Offeror, and the Offeror shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the Offeror to state its intentions regarding certain statements contained therein. The Offeror is not permitted any cardinal alteration of the Quotation regarding technical matters and shall not make any change to its price quotation at any time nor restate the Statement of Work (SOW).

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

4.1.6 The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).

4.1.7 The administrative compliance of the Quotations will be evaluated first. Quotations that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Volume II - Price, Volume III- Technical.

4.1.8 All administrative compliant Quotations will be reviewed for price compliancy and then technical compliance. The Contract(s) resulting from this RFQ will be awarded to the Offeror whose offer, as evaluated by the Purchaser, is the lowest priced, technically compliant quotation and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

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

(a) The Quotation was received by the Quotation Closing Date and Time,

(b) The Quotation was packaged and marked properly (paragraphs 3.3.1 to 3.3.3),

(c) The Administrative Package contains all Certificates at Annex B hereto (paragraph 3.3.2).

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

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

4.3 PRICE CRITERIA

4.3.1 The Offeror's Price Quotation will be first assessed for compliance against the following standards:

4.3.1.1 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Quotation Preparation Section and the Instructions for preparation of the Bidding Sheets (Annex C) in particular:

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

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

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

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

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

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

g. The currency of all line items has been clearly indicated.

h. The Offeror has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, paragraph 3.4.8 shall be met.

i. The Offeror has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.

j. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).

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

l. The detailed tabs (Labour, Other Material, Travel and ODC) and the "Batch #1", "Batch #2" and "Batch #3" tabs shall match the CLIN Summary and Offer Summary tabs.

4.3.1.2 The Price Quotation meets requirements for price realism as described below in paragraph 4.3.4.

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

4.3.2 Basis of Price Comparison to determine lowest priced, compliant Quotation

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

4.3.2.2 The price comparison will be based on the Offered Grand Total Firm Fixed Price which includes all CLINs in the Bidding Sheets including all evaluated Option prices. Offerors who do not provide a quote for each Option (evaluated and non-evaluated) shall be deemed non-compliant (partial bidding is not authorized).

4.3.2.3 The Options referred to in Section 1.11 of the SOW and the Bidding Sheets are requirements which are not within the received authorization and are included as evaluated Options for CLINs 10; and CLIN 11 as a non-evaluated Option. Offerors who do not provide a quote for each Option shall be deemed non-compliant. These are being incorporated as Indefinite Delivery Options addressing special requirements the fulfilment of which is subject to express authorization to be provided by the relevant NATO authorities. Therefore, at the time of the signature of any Contract resulting from this RFQ, no obligation for the parties will arise with respect to the performance and/or payments associated with tasks and deliverables which are made part of any Option. The obligation of the parties with respect to these Options is subject to the authorization by the relevant NATO authorities and the unilateral express exercise of the Options by the Purchaser. The Purchaser reserves the right to exercise any or all Options at any point during the Contract including at Contract Award.

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:

4.3.3.1.1 PDF copy of the completed Bidding Sheets

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

4.3.3.1.2 Microsoft Excel copy of the completed Bidding Sheets

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

4.3.4 Price Realism

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

4.3.4.2 Indicators of an unrealistic Quotation may include, but are not limited to:

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

b. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.

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

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

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

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

performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

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

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

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

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

4.4 TECHNICAL CRITERIA

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

4.4.2 Technical Proposal

4.4.2.1 The Offeror shall have provided a Technical Proposal which includes all of information required in Sections 3.5.1 – 3.5.9.

4.4.3 Table of Contents

4.4.3.1 Offeror shall have compiled a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal in accordance to Section 3.5.2.1 of Book I.

4.4.4 Technical Proposal Cross Reference Matrix Table

4.4.4.1 The Offeror shall have included the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked "QUOTATION REFERENCE" of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Offeror to ensure that all the required information has been provided in the Technical Proposal in accordance to Section 3.5.2.2 of Book I.

4.4.5 Section 1: Project Management Documentation (PMP and PIP)

4.4.5.1 Project Overview. The Offeror shall have provided a Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how and in which geographic regions the Project's phases as illustrated in Appendix A of the SoW will be executed during the full lifetime of the Project.

4.4.5.2 The Offeror shall have submitted a preliminary Project Management Plan (PMP) in accordance with the requirements of Section 3.2.1 of the SoW (Book II Part IV) that defines how the Offorer intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The preliminary PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met. The preliminary PMP with all appendices shall be a minimum of 20 pages but not to exceed 35 pages, and shall have a GANNT Chart as an Appendix that maps to both the Offerers PMS and the Bidding Sheet CLINs.

4.4.5.3 The Offeror shall have submitted a preliminary Project Implementation Plan in accordance with the requirements of Section 3.2.2 of the Statement Of Work (SOW) (Book II Part IV), which clearly describes how the Offeror intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:

4.4.5.3.1 The Offeror shall have provided a statement assuring that all requirements shall be met for the Site Survey and Site Survey Report in accordance to the requirements stated in Sections 2.5.1, 2.7.2, and 4.10 of the SoW (Book II Part IV).

4.4.5.3.2 The preliminary PIP shall have included a preliminary Project Master Schedule (PMS) in accordance with the requirements of Section 3.2.2.3 of the SoW containing all contract events and milestones for the project. The preliminary PMS shall show all contractual deliverables, delivery dates, and the tasks associated with them. The preliminary PMS shall for each task have identified the start and finish dates, duration, predecessors, constraints, and resources. The preliminary PMS shall have provided network, milestone, and Gantt views, and identify the critical path for the overall project.

4.4.5.3.3 The Offeror shall have identified all activities related to the security accreditation process according Section 9 of the SoW in the preliminary Project Implementation Plan (PIP) and in the Project Management Plan (PMP).

4.4.5.4 The Offeror shall have provided a curriculum vitae for the personnel proposed for this project as identified in the SoW Appendix D. For each role identified (at least

one person per role and a maximum of one role per person), the resumes shall meet or exceed the experience, knowledge and educational criteria stated in the SoW Section 3.1 and Appendix D, Table 3, demonstrating that they have the expected knowledge, capability and experience to meet the requirements of this Contract. The Offeror shall have provided a narrative describing the rationale for the selection of the Project Team for key posts and have provided detailed descriptions of the experience of the individuals in managing similar procurement programmes. This section shall have described the authority and responsibility (and the limits) of the Project Manager within the overall corporate organisation. The narrative must confirm that the Project Manager has access to the corporate resources required to successfully perform the Contract. The Offeror shall include for identified key personnel for this project their security clearance certificate with expiration date of the clearance.

4.4.6 Section 2: Engineering

4.4.6.1 The Offeror shall have provided a draft System Design Plan (SDP) with the information as required and detailed in the SOW 2.1.2 (WP1) and the SDP shall demonstrate compliance with the System Requirements Specification (Annex A of the SoW). The SDP shall be minimum of 10 Pages but not more than 20 pages.

4.4.6.2 The Offeror shall have provided a draft High Level Design (HLD), as detailed Section 2.1.5.1 of the SOW. The HLD shall address all HLD requirements as detailed in the SOW. In addition that HLD shall:

4.4.6.2.1 Be sufficiently detailed to demonstrate an understanding of the design objective, constraints and the need to integrate with PFE and external connectivity;

~~4.4.6.2.2 The Offeror shall have demonstrated their intent for system level Low Level Design (LLD) Documentation and how the LLD's for each of the following shall be presented:~~

~~4.4.6.2.2.1 Access Node;~~

~~4.4.6.2.2.2 Battalion Node;~~

~~4.4.6.2.2.3 Company Communication Node;~~

~~4.4.6.2.2.4 Transit Node;~~

~~4.4.6.2.2.5 Rear Link Node;~~

~~4.4.6.2.2.6 GAR-T Relay;~~

~~4.4.6.2.2.7 Radio Access Point.~~

~~4.4.6.2.2.8 NS Kit~~

~~4.4.6.2.2.9 Pooled Appliances~~

~~4.4.6.2.2.10 Describe the Offerors intent for Interface Control Documentation (ICD) and how these shall map to the LLD, DLD and the Portuguese National Network;~~

4.4.6.2.3 Offerors shall provide a draft detailed description of how they intend to Build and Provide Production Units, as detailed in Section 2.2 (WP2) and 2.6 (WP6) of the SoW, the Offeror shall describe the full end to end processes they intend for:

4.4.6.2.3.1 Batch #1 Prototype First Article Systems;

4.4.6.2.3.2 Batch #2 and #3 (Batch #3 is an option) Production Units.

4.4.7 Section 3: Supportability

4.4.7.1 Offeror shall have provided a preliminary Integrated Product Support Plan (IPSP), as detailed in the SOW section 4.1 describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary IPSP shall include an annex with the traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SOW section 4.1 to 4.12 vs relevant ISPS paragraphs. The preliminary IPSP shall be at least 20 pages and no more than 40 pages.

4.4.7.2 Offeror shall have provided a Product Support Case that shall support the IPSP and ISSP providing concise and precise answers to each requirement in one document. The Support Case shall be at least 40 pages and no more than 80 pages, and provide sufficient details for the following:

4.4.7.2.1 Reliability Availability Maintainability Testability (RAMT) Case Report, as detailed in the SOW section 4.2, describing in detail each relevant content for each paragraph of the provided structure;

4.4.7.2.2 Failure Mode Effects and Criticality Analysis (FMECA), as detailed in the SOW section 4.3, describing in detail each relevant content for each paragraph of the provided structure;

4.4.7.2.3 Maintenance Task Analysis (MTA), as detailed in the SOW section 4.4, describing in detail each relevant content for each paragraph of the provided structure;

4.4.7.2.4 Level of Repair Analysis (LORA), as detailed in the SOW section 4.5, describing in detail each relevant content for each paragraph of the provided structure;

4.4.7.2.5 Obsolescence Report, as detailed in the SOW section 4.6, describing in detail each relevant content;

4.4.7.2.6 Warranty Report, as detailed in the SOW section 4.11, describing in detail each relevant content;

4.4.7.3 Offeror shall have provided a preliminary Training Plan (TRNP), as detailed in the SOW section 2.4.2, describing in detail each relevant content for each paragraph of the provided structure (for both the TRNP and the Training Needs Analysis) demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary TRNP shall be at least 20 pages and no more than 40 pages.

4.4.7.4 Offeror shall provide a preliminary In-Service Support Plan (ISSP), as detailed in the SOW section 4.12, describing in detail each relevant content for each

paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary ISSP shall include an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SOW section 4.12 vs relevant ISSP paragraphs. The preliminary ISSP shall be at least 20 pages and no more than 40 pages.

4.4.7.5 Offeror shall provide a preliminary System Safety Program Plan (SSPP), as detailed in the SOW section 4.13, describing in detail each relevant content demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary ISSP shall be at least 10 pages and no more than 20 pages.

4.4.7.6 Offeror shall provide a preliminary Configuration Management Plan (CMP) as detailed in the SOW Section 6.1, describing in detail each relevant content so to demonstrate the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary CMP shall include an annex with a traceability matrix to match coverage for all Configuration Management requirements in the SOW section 6 vs relevant CMP paragraphs. The preliminary CMP shall be at least 10 pages and no more than 20 pages.

4.4.7.7 Offeror shall provide a preliminary Quality Assurance Plan (QAP) as detailed in SOW Section 7.4. The preliminary QAP shall include an annex with a traceability matrix to match coverage for all Quality Assurance and Control requirements in the SOW section 7 vs relevant QAP paragraphs. The preliminary QMP shall be at least 10 pages and no more than 20 pages.

4.4.8 Section 4: Testing and Acceptance

4.4.8.1 The Offeror shall in this section demonstrate how it can meet the TDCIS capability testing requirements and conducting all related activities. This includes the draft of all test documentation required, the conduct of all testing and the evaluation and documentation of the tests results as specified in Sections 8.2, 8.3, 8.5 and 8.6 of the SoW.

4.4.8.2 The Offerors approach to testing, its resourcing, its structure;

4.4.8.2.1 All test areas where testing shall be required during the delivery, in particular:

4.4.8.2.2 Quality First Articles Section 2.2 (WP2);

4.4.8.2.3 Conduct User Testing Section 2.5 (WP5);

4.4.8.2.4 Provide Production Units Section 2.6 (WP6);

4.4.8.2.5 Support Operational Test and Evaluation Section 2.7 (WP7);

4.4.8.2.6 System Acceptance as per Section 10 of the SOW.

4.4.9 Section 5: Security Accreditation

4.4.9.1 The Offeror shall have provided a draft Security Accreditation Plan describing the steps to be taken to achieve security accreditation for TDCIS addressing all points under SEC-18 of SOW Section 9.4.

4.4.9.2 The Offeror shall have provided an initial draft design proposal to be used as basis for the initial CIS Description, containing the most important planned elements such as hardware typology, SW typology, data flows, general purpose/functions, and initial system diagram(s) in accordance with SOW Section 9.5.

4.4.10 Section 6: Manufacturers Datasheets

4.4.10.1 The Offeror shall provide as part of the System Design Plan (SDP) under section 2.1.2 of the SoW, manufacturers datasheets for all equipment, demonstrating compliance with the requirements stated in the SRS, Annex A of the SoW.

ANNEX A – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status***
P.1				
P.2				
P.3				

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial Nr	**RFQ Section Ref.**	**OFFEROR'S QUESTION**	**NCI AGENCY ANSWER**	**Status***
T.1				
T.2				
T.3				

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

Annex B – Administrative 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 (POC) REGARDING THIS QUOTATION:

NAME: _____
POSITION: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____
POSITION: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

_____ _____

DATE SIGNATURE OF AUTHORISED REPRESENTATIVE

_____

PRINTED NAME

_____

TITLE

ANNEX B-2

CERTIFICATE OF INDEPENDENT DETERMINATION

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

   Each Offeror shall certify that in connection with this procurement:

   a. This quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Offeror or with any competitor;

   b. The contents of this Quotation have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award, directly or indirectly to any other Offeror or to any competitor, and;

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

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

   a. They are the person in the Offeror's organisation responsible within that organisation for the decision as to the quotation and that they have not participated and will not participate in any action contrary to 1(a) through 1(c) above, or;

   b. (i) They are not the person in the Offeror's organisation responsible within that organisation for the quotation but that they have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and;

   (ii) They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

…….
Date

…….
Signature of Authorised Representative

…….
Printed Name and Title

…….
Company

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

ANNEX B-3

CERTIFICATE OF QUOTATION VALIDITY

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

…….
Date

…….
Signature of Authorised Representative

…….
Printed Name and Title

…….
Company

ANNEX B-4

CERTIFICATE OF UNDERSTANDING

I certify that

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

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

…….
Date

…….
Signature of Authorised Representative

…….
Printed Name and Title

…….
Company

ANNEX B-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

…….
Date

…….
Signature of Authorised Representative

…….
Printed Name and Title

…….
Company

ANNEX B-6

ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115363-PRT-TDICS have been received and the Quotation as submitted reflects the content of such Amendments:

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

…….
Date

…….
Signature of Authorised Representative

…….
Printed Name and Title

…….
Company

ANNEX B-7

DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS

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

☐ I do not have any supplemental agreements to disclose for the performance of this contract [*cross out points 1 to 5 of this certificate*].

☐ I do have supplemental agreements to disclose for the performance of this contract (*complete points 2 and 3 below in a separate attachment to this certificate*).

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

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

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

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

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

…..
Date

…..
Signature of Authorised Representative

…..
Printed Name and Title

…..
Company

ANNEX B-8

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

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

(a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;

(b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country (a sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)*; and

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

…….
Date

…….
Signature of Authorised Representative

…….
Printed Name and Title

…….
Company

ANNEX B-9

COMPREHENSION AND ACCEPTANCE OF CONTRACT GENERAL AND SPECIAL PROVISIONS

The Offeror hereby certifies that it has reviewed the Contract Special Provisions set forth in the Prospective Contract, Book II of this Request for Quotation (RFQ) and the Contract Provisions set forth in the Basic Ordering Agreement signed with the NCI Agency. The Offeror hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Offeror additionally certifies that the Quotation submitted by the Offeror is without prejudice, qualification or exception to any of the Terms and Conditions and it will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this RFQ.

…….
Date

…….
Signature of Authorised Representative

…….
Printed Name and Title

…….
Company

ANNEX B-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

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-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

I hereby certify that …… *(Company Name)* is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified.

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

…..
Date

…..
Signature of Authorised Representative

…..
Printed Name and Title

…..
Company

ANNEX B-12

LIST OF PROPOSED KEY PERSONNEL WITH SECURITY CLEARANCE INFORMATION

Although NATO, as an international organization, is not subject to GDPR 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.

POSITION	NAME	LEVEL OF CLEARANCE	DATES OF VALIDITY	CERTIFYING AUTHORITY	EXPECTED DATE OF RELEASE OF REQUIRED SECURITY CLEARANCE	DESIGNATION PERIOD
Project Manager						EDC thru Contract expiration date
Technical Lead						EDC thru Contract expiration date
Test Director						EDC thru Contract expiration date
CIS Security Manager						EDC thru Contract expiration date
IPS Manager						EDC thru Contract expiration date
Training Manager						EDC thru Contract expiration date
Configuration Manager						EDC thru Contract expiration date
Quality Manager						EDC thru Contract expiration date

Signature of authorised Representative:_____

Printed Name: _____

Title: _____

Date: _____

Company: _____

ANNEX B-13

Disclosure of Involvement of Former NCI Agency Employment

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

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

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

☐ Have not held employment with NCI Agency within the last two years.

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

Employee Name	Former NCIA Position	Current Company Position

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

_____
Date

_____
Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

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

Article 14 PROCUREMENT AND CONTRACTORS

14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.

14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know1 (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.

14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.

14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.

14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.

14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.

14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.

14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their Quotations / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

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

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

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

16 POST EMPLOYMENT MEASURES

17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.

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

17.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations,

representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.

17.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.

17.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.

17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.

17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as RFQs, and contract provisions.

ANNEX B-14

OFFEROR BACKGROUND IPR

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

ITEM	DESCRIPTION

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

The Background IPR stated above complies with the terms specified in Article 29, Part II- Special Provisions and Article 30 of the NCI Agency, Part III - General Provisions.

ANNEX B-15

LIST OF SUBCONTRACTOR IPR

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

ITEM	DESCRIPTION

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

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

Annex C – Bidding Sheets

[Provided under separate MS Excel File:

"RFQ-CO-115363-PRT-TDCIS – Book I Annex C – Bidding Sheets – AMD7"]

Annex D – Instructions for the Preparation of Bidding Sheets

1. Offerors are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section III– Quotation Preparation Instructions and CLIN **Bidding Sheet instructions within the Bidding Sheets itself.**

2. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.

3. The total price shall be indicated in the appropriate columns and in the currency quoted.

4. The total evaluated price shall be the price of the basic Contract with evaluated option.

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

6. The Offeror shall not introduce any changes or deviations to the bidding sheets as Published by the Purchaser.

Annex E – Compliance table

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

Bidding Instructions Requirement Ref.	**SOW Requirement Ref**	**REQUIREMENT DESCRIPTION**	**Evaluation Criterion Ref.**	**QUOTATION REFERENCE**
				Offeror to complete
3.5.2.1		Table of Contents Offeror shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.	4.4.3.1	
3.5.2.2		Cross-Reference/Compliance Table The Offeror shall include the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked "QUOTATION REFERENCE" of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Offeror to ensure that all the required information has been provided in the Technical Proposal.	4.4.4.1	
		Section 1 Project Management Documentation (PMP and PIP)		
3.5.3.1	3.2.1	Project Overview. The Offeror shall provide a Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview	4.4.5.1	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how and in which geographic regions the Project's phases as illustrated in Appendix A of the SoW will be executed during the full lifetime of the Project.		
3.5.3.2	3.2.1	The Offeror shall submit a preliminary Project Management Plan (PMP) in accordance with the requirements of Section 3.2.1 of the SoW (Book II Part IV) that defines how the Offorer intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The preliminary PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met. The preliminary PMP with all appendices shall be a minimum of 20 pages but not to exceed 35 pages, and shall have a GANNT Chart as an Appendix that maps to both the Offerers PMS and the Bidding Sheet CLINs.	4.4.5.2	
3.5.3.3	3.2.2	The Offeror shall submit a preliminary Project Implementation Plan in accordance with the requirements of Section 3.2.2 of the Statement Of Work (SOW) (Book II Part IV), which clearly describes how the Offeror intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:	4.4.5.3	
3.5.3.3.1	2.5.1, 2.7.2, 4.10	The Offeror shall provide a statement assuring that all requirements shall be met for the Site Survey and Site Survey Report in accordance to the requirements stated in Sections 2.5.1, 2.7.2, and	4.4.5.3.1	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		4.10 of the SoW (Book II Part IV). The site survey shall be performed according to the Schedule of Supplies and Services after the Effective Date of the Contract. .		
3.5.3.3.2	3.2.2.3	The preliminary PIP shall include a Project Master Schedule (PMS) in accordance to the requirements stated in Section 3.2.2.3 of the SoW (Book II Part IV) that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.	4.4.5.3.2	
3.5.3.3.3	9	The preliminary PIP shall inclued required security accreditation documents as described in Section 9 of the Sow.	4.4.5.3.3	
3.5.3.4	Appendix D	Project Personnel. The Offeror shall provide a curriculum vitae for the personnel proposed for this project listed in Appendix D Key Personnel Requirements of the SoW (Book I Part IV). The Offeror shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals and security clearance information. This subsection shall also describe the authority and responsibility (and the limits) of the Project Manager within the overall corporate organisation, including the circumstances at which the Project Manager must refer decision making authority to the next level of Corporate	4.4.5.4	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		management.		
		SECTION 2: ENGINEERING		
3.5.4.1	2.1.2	The Offeror shall provide a draft System Design Plan (SDP), as detailed in Section 2.1 (WP1) of the SoW.	4.4.6.1.	
3.5.4.2	2.1.5.1	Offerors shall provide a draft High Level Design (HLD), as detailed Section 2.1.5.1 of the SOW. The HLD shall address all HLD requirements as detailed in the SOW. In addition that HLD shall:	4.4.6.2	
3.5.4.3		Provide an initial draft demonstrating an understanding of the design objective, constraints and the need to integrate PFE to the system design and in turn integrate the system with external PFE connectivity;	4.4.6.2.1	
~~3.5.4.4~~	~~2.1.5~~	~~Provide an initial draft for system Low Level Design (LLD) on:~~ ~~Access Node;~~ ~~Battalion Node;~~ ~~Company Communication Node;~~ ~~Transit Node;~~ ~~Rear Link Node;~~ ~~GAR-T Relay;~~ ~~Radio Access Point.~~ ~~NS Kit;~~ ~~Pooled Appliances;~~ ~~Describe the Offerors intent for Interface Control Documentation (ICD);~~	~~4.4.6.2.2~~	
3.5.5	2.2, 2.6	Offerors shall provide an initial draft detailed description of how they intend to Build and Provide Production Units, as detailed in Section 2.2 (WP2) and Section 2.6 (WP6) of the SoW. The Offeror shall describe the full end to end processes they intend for: a. Batch #1 First Article Systems; b. Batch #2 and #3 (Option) Production Units.	4.4.6.2.2~~3~~	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		SECTION 3: SUPPORTABILITY		
3.5.6.1	4.1 – 4.12	Offeror shall provide a preliminary Integrated Product Support Plan (IPSP), as detailed in the SOW section 4.1 describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary IPSP shall include an annex with the traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SOW section 4.1 to 4.12 vs relevant ISPS paragraphs. The preliminary IPSP shall be at least 20 pages and no more than 40 pages.	4.4.7.1	
3.5.6.2	4.1	Offeror shall provide a Product Support Case that shall support the IPSP and ISSP providing concise and precise answers to each requirement in one document. The Support Case shall be at least 40 pages and no more than 80 pages, and provide sufficient details for the following:	4.4.7.2	
3.5.6.2.1	4.2	Reliability Availability Maintainability Testability (RAMT) Case Report, as detailed in the SOW section 4.2 , describing in detail each relevant content for each paragraph of the provided structure;	4.4.7.2.1	
3.5.6.2.2	4.3	Failure Mode Effects and Criticality Analysis (FMECA), as detailed in the SOW section 4.3, describing in detail each relevant content for each paragraph of the provided structure;	4.4.7.2.2	
3.5.6.2.3	4.4	Maintenance Task Analysis (MTA), as detailed in the SOW section 4.4, describing in detail each relevant content for each paragraph of the provided structure;	4.4.7.2.3	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
3.5.6.2.4	4.5	Level of Repair Analysis (LORA), as detailed in the SOW section 4.5, describing in detail each relevant content for each paragraph of the provided structure;	4.4.7.2.4	
3.5.6.2.5	4.6	Obsolescence Report, as detailed in the SOW section 4.6 , describing in detail each relevant content;	4.4.7.2.5	
3.5.6.2.6	4.11	Warranty Report, as detailed in the SOW section 4.11, describing in detail each relevant content;	4.4.7.2.6	
3.5.6.3	2.4.2	Offeror shall provide a preliminary Training Plan (TNRP), as detailed in the SOW section 2.4.2, describing in detail each relevant content for each paragraph of the provided structure (for both the TNRP and the Training Needs Analysis) demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary TNRP shall be at least 20 pages and no more than 40 pages.	4.4.7.3	
3.5.6.4	4.12	Offeror shall provide a preliminary In-Service Support Plan (ISSP), as detailed in the SOW section 4.12, describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary ISSP shall include an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SOW section 4.12 vs relevant ISSP paragraphs. The preliminary ISSP shall be at least 20 pages and no more than 40 pages.	4.4.7.4	
3.5.6.5	4.13	Offeror shall provide a preliminary System Safety Program Plan (SSPP), as detailed in the SOW	4.4.7.5	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
3.5.6.6	6.1	section 4.13, describing in detail each relevant content demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary ISSP shall be at least 10 pages and no more than 20 pages. Offeror shall provide a preliminary Configuration Management Plan (CMP) as detailed in the SOW Section 6.1 , describing in detail each relevant content so to demonstrate the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary CMP shall include an annex with a traceability matrix to match coverage for all Configuration Management requirements in the SOW section 6 vs relevant CMP paragraphs. The preliminary CMP shall be at least 10 pages and no more than 20 pages.	4.4.7.6	
3.5.6.7	7.4	Offeror shall provide a preliminary Quality Assurance Plan (QAP) as detailed in SOW Section 7.4. The preliminary QAP shall include an annex with a traceability matrix to match coverage for all Quality Assurance and Control requirements in the SOW section 7 vs relevant QAP paragraphs. The preliminary QMP shall be at least 10 pages and no more than 20 pages.	4.4.7.7	
		SECTION 4: TESTING AND ACCEPTANCE		
3.5.7	8	The Offeror shall in this section demonstrate how it can meet the TDCIS capability testing requirements and conducting all related activities. This includes the development of all test documentation required, the	4.4.8.1	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		conduct of all testing and the evaluation and documentation of the tests results as specified in Sections 8.2, 8.3, 8.5 and 8.6 of the SoW.		
		The Offerors approach to testing, its resourcing, its structure;	4.4.8.2	
		All test areas where testing shall be required during the delivery, in particular:	4.4.8.2.1	
	2.2	Quality First Articles Section 2.2 (WP2);	4.4.8.2.2	
	2.5	Conduct User Testing and PSA Section 2.5 (WP5);	4.4.8.2.3	
	2.6	Provide Production Units Section 2.6 (WP6)	4.4.8.2.4	
	2.7	Support Operational Test & Evaluation Section 2.7 (WP7);	4.4.8.2.5	
	10	System Acceptance as per Section 10 of the SOW.	4.4.8.2.6	
		SECTION 5: SECURITY ACCREDITATION		
3.5.8.1	9.4	The Offeror shall have provided a draft Security Accreditiation Plan describing the steps to be taken to achieve security accreditation for TDCIS addressing all points under SEC-18 of SOW Section 9.4.	4.4.9.1	
3.5.8.2	9.5	The Offeror shall provide an initial draft design proposal to be used as basis for the initial CIS Description, containing the most important planned elements such as hardware typology, SW typology, data flows, general purpose/ functions, and initial system diagram(s) in accordance with SOW Section 9.5.	4.4.9.2	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		SECTION 6: MANUFACTURERS DATASHEETS		
3.5.9	2.1.2	The Offeror shall provide as part of the System Design Plan (SDP) under section 2.1.2 of the SoW, manufacturers datasheets for all equipment, demonstrating compliance with the requirements stated in the SRS, Annex A of the SoW.	4.4.10.1	

Tactical Deployable Communications and Information Systems (TDCIS) for the Portuguese Army

RFQ-CO-115363-PRT-TDCIS

BOOK II – PART II

CONTRACT SPECIAL PROVISIONS

Amendment 9

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1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA/ GENERAL AND SPECIAL PROVISIONS

1.1. Clause 7 “Participating Countries” supplements Clause 9 “Participating Countries” of the NCI Agency Contract General Provisions.

1.2. Clause 9 “Inspection and Acceptance” augments Clause 21 “Inspection and Acceptance” of the NCIA Agency Contract General Provisions.

1.3. Clause 11 “Pricing of Changes, Modifications, Follow-on Contracts and Claims” augments Clause 19 “Pricing of Changes, Amendments and Claims” of the NCI Agency Contract General Provisions.

1.4. Clause 12 “Invoices and Payment” augments Clause 25 “Invoices and Payment” of the NCI Agency Contract General Provisions.

1.5. Clause 13 “Liquidated Damages” replaces Clause 38 “Liquidated Damages” of the NCI Agency Contract General Provisions.

1.6. Clause 15 “Security” augments Clause 11 “Security” of the NCI Agency Contract General Provisions.

1.7. Clause 22 “Warranty” augments Clause 27 “Warranty of Work (Exclusive of Software)” and Clause 30 “Software Warranty” of the NCI Agency Contract General Provisions.

1.8. Clause 29 “Intellectual Property” augments Clause 30 “Intellectual Property” of the NCI Agency Contract General Provisions.

1.9. Clause 30 “Intellectual Property Right, Indemnity and Royalties” augments Clause 29 “Patent and Copyright Indemnity” of the NCI Agency General Provisions.

1.10. Clause 34 “Permits and Responsibilities” supplements Clause 5 “Language” and Clause 6 “Authorisation to Perform/Conformance to National Laws and Regulations”.

1.11. Clause 9 “Inspection and Acceptance” augments Clause 7 “Inspecton Accceptance, and Rejection” of the Basic Ordering Agreement General Provisions.
1.12. Clause 12 “Invoices and Payment” augments Clause 8 of the Basic Ordering Ageement Special Provisions.
1.13. Clause 14 “Supplemental Agreements(s), Documents and Permissions” augments Clause 9 of the Basic Ordering Agreement Special Provisions.
1.14. Clause 15 “Security” augments Clause 27 “Security” of the Basic Ordering Agreement General Provisions.
1.15. Clause 22 “Warranty” augments Clause 7 “Warranty” of the Basic Ordering Ageement Special Provisions.
1.16. Clause 30 “INDEMNITY” augments Clause 4 of the Basic Ordering Agreement General Provisions.
1.17. Clause 40 “FORCE MAJEURE” augments Clause 30 “FORCE MAJEURE” of the Basic Ordering Agreement General Provisions.

2. ORDER OF PRECEDENCE

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

a. Signature sheet
b. Part I - The Schedule of Supplies and Services (SSS)
c. Part II - The Contract Special Provisions (SP)
d. Part III – The Terms of the governing Basic Ordering Agreement/General Provisions as specified in Block 11 of the Signature Sheet.
e. Part IV – The Statement of Work (SOW) and SOW Annexes

3. TYPE OF CONTRACT

3.1. This is a Firm Fixed Price Contract established for the supplies and services defined in Part I - Schedule of Supplies and Services and Part IV – Statement of Work.

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

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

4. SCOPE OF WORK

4.1. TDCIS will comprise a range of Shelters and Trailers based Node types and a NATO Secret (NS) Kit configured for a specific Mission deployment.

4.2. The Shelters are mounted on all-terrain vehicles that can be located in the operational scenario as per the mission requirements.

4.3. Missions may use both Shelters and Trailers, some will use two Shelters, others a single Shelter.

4.4. The trailers can be used independently as a Communication rebroadcast facility. In addition, to the Shelters there are also specialist Trailers, these too are Mission specific but their usage and variability is less complex than the Shelter.

4.5. The TDCIS does not include a dedicated Test and Reference Environment.

4.6. The TDCIS does not include a dedicated Training Environment.

4.7. The project will be executed in six phases, spanning from the Effective Date of Contract (EDC) to two (2) years following the declaration of FSA.

4.8. As a guide, the Purchaser has developed a Plan On A Page (POAP) that shall be used by the Contractor to understand the requirement.

4.9. The POAP has 6 Phases with supporting enablers that comprise the following:

4.9.1. **Phase 1** – System Design. This phase firmly sets the scene for the whole delivery, it shall conclude with a Preliminary Design Review (PDR) that sets expectation levels on the delivery lifecycle. This is the strategy phase with some of the CDRLs delivered as 'Presentational' with some information back up.

4.9.2. **Phase 2** – System Development. This phase develops the PDR baseline further and places a number of key blueprint designs. It also offers the Contractor an opportunity to mature their individual strategies into firm baselined plans. This phase concludes with a Key Milestone CDR.

4.9.3. **Phase 3** – Batch 1 Build. This phase focusses on the manufacture of the Batch 1 nodes. The Phase consists of 5-tranches of build and concludes with a full batch 1 Factory Acceptance Systems Test (FAST).

4.9.4. **Phase 4** – Deliver Training, Conduct UAT(E) and PSA. The Contractor shall be responsible for the execution of this entire phase, including the conducting of Training and UAT(E) at the Customer's establishment. UAT(E) shall comprise of System and Interoperability Testing when the system's integration and compliance with NATO Federated Mission Network, Spiral 3 , is to be evidenced.

4.9.5. **Phase 5** – Support OpTEVal, and Build Batches 2 & 3 (Batch 3 is an Option). Following successful completion of the PSA, the OpTEval exercise plus production of Batches 2 & 3 are to be carried out concurrently. The Contractor shall provide consultancy type support to the TDCIS acceptance activity performed by the Customer during OpTEVal. Batches 2 and 3 shall be manufactured with a Factory Acceptance Test (FAT) carried out before delivery to the Customer Site.

4.9.6. **Phase 6** – Achieve FSA. This Phase finalises the Project delivery. The phase will conclude when the Contractor and the Purchaser conclude their FSA Report. Contractor Warranty shall commence on successful completion of the FSA, and shall last for a period of 2 consecutive years.

4.10. The TDCIS design shall cover the full scope of the TDCIS systems.

4.11. This design documentation shall separately identify the design for the operational (production) and training systems.

4.12. The scope of the design shall encompass all the components needed to achieve the capability, including:

4.13. CIS Hardware;

4.14. Software and licensing;

4.15. Tooling to manage and support the TDCIS;

4.16. Non-CIS hardware (e.g. transit cases, tents, etc.).

4.17. The design shall strictly follow the structure in which requirements are formulated in Book II Part IV, Annex A (SRS).

4.18. The implementation of the TDCIS consists of the assembly, connection, integration and configuration of Commercial of The Shelf (COTS) components, into bespoke systems that are fit for purpose of meeting the Purchaser's requirements and used in support of National and NATO expeditionary operations.

4.19. This Contract encompasses procurement, design, manufacturing, delivery of equipment, installation, integration, testing, acceptance and IPS support as defined in the Statement of Work (SOW) of the Contract and Annexes.

4.20. The Contractor shall provide the supplies and services indicated in the Schedule of Supplies and Services (SSS) and further described in the SOW and Annexes, and perform the work described in the SOW and Annexes for the implementation of the above stated project.

4.21. Portugal is the Host Nation for this project and has the overall financial authority. The NCI Agency has been authorised to act as a Procurement Agent on behalf of the Host Nation and is vested with the acquisition authority.

4.22. The definition of "Purchaser" for the purposes of this Contract is therefore modified from the definition of Contract General Provisions Clause 2 "Definitions of Terms and Acronyms" to "NATO C&I Organisation, as represented by the General Manager, NCI Agency, acting on behalf of the Host Nation Portugal. The Purchaser is the legal entity who awards and administers the Contract and stands as one of the Contracting Parties. The definition of Purchaser encompasses any legal successor to the NATO C&I Organisation and its designated representative, as may be agreed by the NATO member Nations."

5. PLACE AND TERMS OF DELIVERY

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

6. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

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

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

6.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect

to the aforesaid specifications as are in effect on the date of award of this Contract.

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

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

6.6. Notwithstanding the “Changes” clause or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

7. PARTICIPATING COUNTRIES

7.1. This Clause supplements Clause 9 (Participating Countries) of the Contract General Provisions.

7.2. Participating countries are as follows NATO nations in ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, REPUBLIC OF TÜRKIYE, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, THE UNITED KINGDOM and THE UNITED STATES.

8. TRANSPORTATION OF EQUIPMENT

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

9. INSPECTION AND ACCEPTANCE

9.1. This Clause augments Clause 21 “Inspection and Acceptance” of the Contract General Provisions.

9.2. The supplies and services to be provided by the Contractor’s personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser’s Technical representatives or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances

of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.

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

9.4. Purchaser review and acceptance procedures specific to contract documentation to be submitted by the Contractor as described in Part IV, Statement of Work.

9.5. Under the terms of this Contract, Acceptance will be made in three (3) steps:

9.5.1. Step 1: System Design, Development and Factory Acceptance Test (FAT) phase;

9.5.2. Step 2: System Acceptance Test (SAT) Report phase;

9.5.3. Step 3: Final System Acceptance (FSA) phase at which time the Purchaser will take Title and Warranty will commence.

10. CONTRACTOR'S RESPONSIBILITY

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

10.2. For COTS items which are or could be impacted by obsolescence issues, as changes in technology occur, the Contractor will propose substitution of new products/items for inclusion in this Contract. The proposed items should provide at least equivalent performance and/or lower life-cycle support costs, or enhanced performance without a price or cost increase.

10.3. The Contractor will provide evidence with respect to price and performance of the equipment being proposed as well as data proving an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.

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

11. PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS

11.1. This clause augments Clause 19 "Pricing of Changes, Amendments and Claims" of the NCI Agency Contract General Provisions.

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

11.3. Changes, modifications, follow-on Contracts of any nature, and claims shall be priced in accordance with Clause 19 (Pricing of Changes, Amendments and Claims) of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in the Annex 1 to the Contract General Provisions.

11.4. Except otherwise provided for in this Contract, prices quoted for the above-mentioned changes, modifications, etc. shall have a minimum validity period of twelve (12) months from the date of purchaser acceptance of proposal.

12. INVOICES AND PAYMENTS

12.1. This Clause augments Clause 25 of the Contract General Provisions.

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

12.3. The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.

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

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

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

12.7. The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 26 (Taxes and Duties) of the Contract General Provisions.

12.8. CLINs will be paid as below based on Purchaser milestone approval in writing.

12.9. The Contractor shall be entitled to submit invoices as follows:

Mile-stone #	Description	CLIN	Percentage of contract	Delivery NLT (Not Later Than)
1	Project Implementation Plan (PIP)	Purchaser Acceptance/Approval of CLIN 1.2.	5%	EDC + 10
2	Approval of Preliminary Design Review (PDR)	Purchaser Acceptance/Approval of CLIN 2.4.1 (PDR)	5%	EDC + 14

3	Delivery/Acceptance of Critical Design Review (CDR)	Purchaser Acceptance/ Approval of CLIN 2.4.2 (CDR)	5%	EDC + 21
4	Purchaser Acceptance of First Article Testing (FAAT)	Purchaser Acceptance/Approval CLIN 3.3.2, Conduct First Article Acceptance Testing (FAAT) WP2	15%	EDC + 84
5	Delivery and Purchaser Acceptance of Batch 1 Equipment	Purchaser Acceptance/Approval CLIN 3.3.5 Ship Productions Units (Batch 1)	15%	EDC + 98
6	Delivery and Purchaser Acceptance of Batch 2 Equipment	Purchaser Acceptance/Approval CLIN 6.1.4 Ship Productions Units (Batch 2)	15%	EDC + 121
7	Provisional System Acceptance	Purchaser Acceptance/Approval CLIN 8.1.3 Support Provisional System Acceptance	20%	EDC + 114
8	Full System Acceptance	Purchaser Acceptance/Approval CLIN 8.3.3	15%	EDC + 142
9	End of Warranty	Contractor fulfilment of Warranty through to FSA + 24 Months CLIN 9.13	5%	EDC + 246

12.10. Evidence of the acceptance by the Purchaser shall be attached to all invoices.

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

12.12. The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:

12.12.1. Contract number CO-115363-PRT-TDCIS

12.12.2. Purchase Order number (TBD at Contract Award)

12.12.3. Contract Amendment number (if any)

12.12.4. Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.

12.12.5. Bank Account details for International wire transfers

12.13. The invoice shall contain the following certificate:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received". The certificate shall be signed by a duly authorised company official on the designated original."

12.14. Invoices referencing "CO-115363-PRT-TDCIS/ PO (TBD at Contract Award)" shall be submitted in electronic format to:

AccountsPayable@ncia.nato.int

12.15. An Electronic copy shall be sent to the Contracting Officer, at the email address specified in the clause ''Contract Administration''.

12.16. NCI Agency will make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.

13. LIQUIDATED DAMAGES

13.1. This Clause replaces Clause 38 (Liquidated Damages) of the Contract General Provisions.

13.2. If the Contractor fails to:

13.2.1. meet the delivery schedule of the Deliverables or any specified major performance milestones or required performance dates specified in the Schedule of Supplies and Services to this Contract, or any extension thereof, or

13.2.2. deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the associated payment set forth in the schedule of payments provided in Clause 12 of the Contract Special Provisions.

13.3. In addition to the liquidated damages, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default) of the Contract General Provisions. In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 39.5 (Termination for Default) of the Contract General Provisions.

13.4. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the

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

13.5. Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 13.2.2 above to 15% of the value of each line item individually and an aggregate sum of all delinquent items not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.

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

a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.

b. By proceeding against any surety or deducting from the Performance Guarantee if any

c. By reclaiming such damages through appropriate legal remedies.

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

14. SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS

14.1. If any supplemental agreements, documents and permissions are introduced after Contract award, the execution of which by the Purchaser is/ are required by national law or regulation, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

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

15. SECURITY

15.1. This Clause augments Clause 11 (Security) of the Contract General Provisions.

15.2. The security classification of this Contract is NATO UNCLASSIFIED.

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

15.4. Contractor and /or Subcontractor personnel employed under this Contract that will require access to locations, such as sites and headquarters, where classified material and information up to and including "NATO SECRET" are handled shall be required to have a NATO security clearance up to this level. Contractor personnel who need System Administrator or Operator privileges when working on NATO SECRET systems shall be required to hold NATO CTS (Cosmic Top Secret) clearances.

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

15.6. The Contractor will be required to handle and store classified material to the level of "NATO SECRET".

15.7. It shall be the Contractor's responsibility to obtain the appropriate personnel and facility clearances to the levels stated in the preceding paragraphs and to have such clearances confirmed to the Purchaser by the relevant National security authority for the duration of the Contract in its entirety.

15.8. Failure to obtain or maintain the required level of security for Contractor personnel and facilities for the period of performance of this Contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Clause 39 (Termination for Default) of the Contract General Provisions.

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

15.10. At the end of the Contract, the Contractor shall deliver all the documentation and information collected and generated in support of this Contract to the Purchaser. This includes a certificate that no copies are retained at the Contractor's facilities. Additionally, any equipment that had been connected to a classified network during this Contract shall be returned to the Purchaser (i.e. laptops, USB-keys, etc.).

15.11. The Statement of Work defines the level of security of information exchanged and used for performance of the Contract.

15.12. In particular, the Contractor undertakes to:

15.12.1. 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;

15.12.2. 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;

15.12.3. 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;

15.12.4. 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;

15.12.5. 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;

15.12.6. 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;

15.12.7. 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;

15.12.8. 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;

15.12.9. 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;

15.12.10. Apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub- contract would involve that the Subcontractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;

15.12.11. 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;

15.12.12. Classify any produced document with the highest classification of the NATO classified information disclosed in that document.

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

16. KEY PERSONNEL

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

16.2. The following individuals are identified as Key Personnel under this Contract:

Role	Name
Project Manager	To be completed based on proposal
Technical Lead	To be completed based on proposal
Test Director	To be completed based on proposal
CIS Security Manager	To be completed based on proposal
IPS Manager	To be completed based on proposal
Training Manager	To be completed based on proposal
Configuration Manager	To be completed based on proposal
Quality Manager	To be completed based on proposal

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

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

16.5. In the event of a substitution of any Key Personnel listed above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate full details of professional and

educational background, and evidence that the personnel is qualified in pertinent Contract related areas of the SOW.

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

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

16.8. If, as a result of the evaluation of the CV and/or interview the Purchaser judges that the proposed replacement Key Personnel does not meet the required skills levels, he shall have the right to request the Contractor to offer another qualified individual in lieu thereof.

16.9. All costs to the Contractor associated with the interview(s) shall be borne by the Contractor, independently from the outcome of the Purchaser's evaluation.

16.10. The Purchaser Contracting Authority will confirm any consent given to a substitution in writing and only such written consent shall be deemed as valid evidence of Purchaser consent. Each of the replacement personnel will also be required to sign the Non-Disclosure Declaration at Annex A hereto prior to commencement of work.

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

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

16.13. In those cases where, in the judgement of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Clause may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract as provided under Clause 39 (Termination for Default) of the Contract General Provisions.

17. INDEPENDENT CONTRACTOR

17.1. The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the

Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

17.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractors personnel employed under this Contract are not eligible for any diplomatic privileges or for NATO employee benefits.

18. NON DISCLOSURE AGREEMENT

18.1. All Contractor and Subcontractor personnel working at any NATO Organisation / Commands premises or having access to NATO classified / commercial-in-confidence information must certify and sign the Declaration attached hereto at Annex A and provide it to the NCI Agency Contracting Officer prior to the commencement of any performance under this Contract.

19. CARE AND DILIGENCE OF PROPERTY

19.1. The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment, and vegetation (such as trees, shrub and grass) on the work site.

19.2. If the Contractor damages any such buildings, walls, equipment or vegetation on the work site, he shall fix or replace the damage as directed by the Purchaser and at no expense to the Purchaser. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

19.3. The Purchaser will exercise due care and diligence for the Contractor's furnished equipment and materials on site. The Purchaser will, however, not assume any liability except for gross negligence and wilful misconduct on the part of the Purchaser's personnel or agents.

19.4. The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

20. RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

20.1. The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.

20.2. Specifically, personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the performance is to take place and living conditions while performing within the boundaries of the Contract. The selection of adequate personnel shall remain sole responsibility of the Contractor.

21. SOFTWARE

21.1. The Purchaser reserves the right to exclude from the awarded Contract the purchase of software licenses for which NATO has established centralized

Contracts. In this case, the Contract terms, schedule and prices will be modified accordingly, and the software licenses will be provided to the Contractor in the form of "Purchaser Furnished Property (including software)".

21.2. Where the term Purchaser Furnished Equipment (PFE) is used it should be interpreted as Purchaser Furnished Property as defined in the Contract General Provisions.

22. WARRANTY

22.1. This Clause augments Clause 27 “Warranty of Work (Exclusive of Software)” and Clause 30 “Software Warranty” of the NCI Agency Contract Special Provisions.

22.2. The Contractor shall provide warranty on all material provided under this Contract and in accordance with Book II, Part IV of the Statement of Work for a period of two (2) years.

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

a) all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,

b) the system will, under normal conditions, perform without errors which make it unusable; and

c) the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.

22.4. During the Warranty period, the Contractor shall perform in-depth analysis of failures of equipment and components and parts thereof, and functional performance failures to due sub-system or equipment group malfunctions. Such failures shall not be limited to hardware, but shall include failures due to application or embedded software.

22.5. Fault analysis results shall be provided to the Host Nation Portugal representative in writing within seven calendar days after its discovery, with the diagnosed causes reported along with recommendations for corrective actions, as appropriate. The resolution of defects remains the Contractors responsibility within the Warranty. The Contractor shall resolve all defects within 7 calendar days of their first being reported for those items that need not be returned to the Contractor’s facility for service or repair. Items needing service or repair at the Contractor’s facility shall be repaired/replaced and dispatched back to the Purchaser within 15 calendar days of their arrival at the Contractor’s facility.

22.6. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Contractor, as well as responsibility

for such supplies, i.e. damage and loss that may occur during transportation under Warranty.

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

a) remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;

b) equitably reduce the Contract price; and/or

c) terminate for default that portion of the Contract relating to the defective work.

22.8. Repeated failure of the same equipment, component or part, as well as failures due to software malfunctions may be considered by the Host Nation Portugal to be evidence of latent defect in the subject equipment (and or its associated software). In such a case the HN Portugal may require the Contractor to redesign such elements of the system as may be necessary in order to correct the repeated failure, or to substitute the failed element with a more reliable version or functional equivalent thereof. Such redesign and/or substitution shall be tested, and if found appropriate and applied.

22.9. For this purpose the Contractor shall provide exact warranty conditions by type of equipment and detailed handling instructions, including information of points of contact to be contacted in case of a warranty claim.

22.10. Such extension of the Warranty period will not apply in cases where the Contractor can convincingly demonstrate that the critical failure was due to HN Portigal negligence or a wilful act on the part of HN Portugal personnel.

22.11. Corrective action required of the Contractor under the Warranty also applies to errors or omissions in any delivered documentation which could not have reasonably been discovered prior to the Final System Acceptance under this Contract. Errors or omissions in delivered documentation shall not be considered a basis for extension of the Warranty as set forth in paragraphs above, except as can be demonstrated that such error or omission was the cause of a critical system failure.

23. COTS PRODUCT REPLACEMENT

23.1. If any COTS products specified in the Contract are upgraded or discontinued by their original providers for commercial or technological reasons, the Contractor shall propose their substitution by the new versions that are intended as market replacement of the original products. The proposed items shall provide an equivalent or enhanced performance without a price or life-cycle support cost increase.

23.2. The Contractor shall provide price and performance data to support an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price

adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.

23.3. All COTS furnished by the Contractor under this Contract shall be current production and upgraded to the most current versions at Provisional Site Acceptance (PSA).

24. OPTIONS

24.1. The options are available for exercise by the Purchaser at any time and in any combination from the date of Contract execution to Final System Acceptance (FSA) plus two (2) years. If the Purchaser exercises such options, the Contractor shall deliver such specified quantities of additional or alternative supplies and services as specified in the Schedule of Supplies and Services.

24.2. Prices for all optional line items shall have a validity period that corresponds to the option exercise period cited above.

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

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

25. OPTIMISATION

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

25.2. The Contractor may, during the Period of Performance, introduce Engineering Change Proposals (ECPs) offering innovations and/or technology insertion with a view towards reducing the Total Cost of Ownership TCO to the Purchaser.

25.3. Any such ECP submitted shall cite this Clause as the basis of submission and provide the following information:

25.3.1. A detailed description of the technical changes proposed, the advantages, both long and short term, and an analysis of the risks of implementation;

25.3.2. A full analysis of the prospective savings to be achieved, in the form of a TCO Assessment Report, in both equipment and manpower, including, as appropriate, utility and fuel consumption and NATO manpower, travel, etc.;

25.3.3. A full impact statement of changes that the Purchaser would be required to make, if any, to its operational structure and management procedures;

25.3.4. A fully detailed proposal of any capital investment necessary to achieve the savings;

25.3.5. A schedule of how the changes would be implemented with minimal negative impact to on-going performance and operations.

26. CONTRACT ADMINISTRATION

26.1. The Purchaser is the NATO Communications and Information Agency (NCI Agency). The Purchaser is the Point of Contact for all contractual and technical issues. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.

26.2. All notices and communications between the Contractor and the Purchaser shall be written and conducted in English.

26.3. Formal letters and communications shall be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract.

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

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

26.6. Official points of contact are:

PURCHASER	
Contractual issues:	Technical issues:
NCI Agency Acquisition Directorate Boulevard Leopold III B-1110 Brussels Belgium POC: Ole Hubner Tel: +32 (0)2 707 2407 Email: Ole.Hubner@ncia.nato.int	NCI Agency Network Services and IT Infrasturcture Building 302 B-7010 SHAPE, Mons Belgium POC: Kayhan Vardareri Tel: +32 (0) 6544 1253 E-mail: Kayhan.Vardareri@ncia.nato.int
CONTRACTOR	
Contractual issues:	Technical issues:
Company Name Address POC: Tel:	Company Name Address POC: Tel:

Fax:	Fax:
E-mail:	E-mail:

27. CONFLICT OF INTEREST

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

27.2. The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Purchaser. If, after award of this Contract or any task order herein, the Contractor discovers a conflict of interest with respect to this Contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Purchaser as set forth below.

27.3. If, after award of this Contract or any order herein, the Purchaser discovers a conflict of interest with respect to this Contract or order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information from the Contractor, impose mitigation measures, or terminate the Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

27.4. The Contractor's notice called for in paragraph 27.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Purchaser in analysing the situation. Any changes to the Contractor's conflict of interest mitigation plan, if any is incorporated in the Contract, should be also detailed.

27.5. The Contractor has the responsibility of formulating and forwarding a proposed conflict of interest mitigation plan to the Purchaser, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.

27.6. If the Purchaser in its discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Purchaser will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement, the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Purchaser

has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the Contract.

27.7. The Contractor's misrepresentation of facts in connection with a conflict of interest reported, or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this Contract.

28. TECHNICAL DIRECTION

28.1. The Contract will be administered by the Purchaser on behalf of the Host nation Portugal in accordance with the Clause 26 of these Contract Special Provisions entitled "Contract Administration".

28.2. The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Part III - Statement of Work (SOW). This effort will be directed on a more detailed level by the Purchaser's Project Manager who will provide detailed tasking and instruction on how to proceed.

28.3. The Purchaser reserves his right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.

28.4. Neither the Purchaser's Project Manager as identified in Clause 26 of these Contract Special Provisions, nor any Technical Representative, as mentioned in Clause 28.3 above, has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting products and services on terms inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.

28.5. Upon receipt of such notification above, the Purchaser's Contracting Authority will:

a) confirm the effort requested is within scope, or;

b) confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or;

c) rescind the instructions.

29. INTELLECTUAL PROPERTY

29.1. This Article supplements Clause 30 of the NCI Agency Contract General Provisions.

29.2. Any use of Contractor Background IPR and Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO and NATO Nations a non-exclusive, royalty-free and irrevocable licence to use without limitation in the

number of users, provided the background is used with the foreground and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.

29.3. All rights arising out of the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including all deliverables in the Schedule of Supplies and Services, any and all technical data specifications, reports, drawings, computer software data, computer programmes, computer databases, computer software, computer source code, documentation including software documentation, design data, specifications, instructions, test procedures, training material, produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall from its creation vest in and be the sole and exclusive property of the Purchaser in both object and source code.

29.4. The Purchaser will accept no constraints or limitations on the use of Contract deliverables. Accordingly, the Contractor shall not include any Background Intellectual Property or third party software in the code provided to the Purchaser. In the event that any such code would have to be included, the Contractor shall seek Purchaser's prior agreement and ensure that unlimited rights are secured for the Purchaser to use the deliverables under the Contract

30. INTELLECTUAL PROPERTY RIGHT INDEMNITY AND ROYALTIES

30.1. This Clause augments Clauses 29 of the NCI Agency Contract General Provisions.

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

30.3. The Contractor shall exclude from his prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilised free of charge by member nations of NATO and by NATO organisations.

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

30.4.1. The royalties excluded from his price for patent utilised under the agreements mentioned in Para 31.3 above;

30.4.2. The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

31. INDEMNITY

31.1. The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Supplies and Services under this Contract, including the provisions set out in Clause 9, "Intellectual Property Rights, Indemnity and Royalties".

31.2. The parties will indemnify each other against claims made against the other by their own personnel, and their Subcontractor Subcontractors (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.

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

31.4. 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 cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

32. PURCHASER FURNISHED PROPERTY

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

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

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

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

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

32.6. The inventory shall note whether:

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

32.6.2. The property was otherwise destroyed;

32.6.3. The property remains in possession of the Contractor;

32.6.4. The property was previously returned

32.7. The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.

32.8. The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.

32.9. The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

33. REACH CAPABILITY

33.1. The purpose of this Article is to define the conditions under which specific Purchaser provided NROI capability (newly called REACH) is made available to the Contractor in the course of this Contract.

33.2. The provision of the REACH capability is governed by the standard Article 13 of the NCI Agency, Part III - General Provisions (Purchaser Furnished Property), Article 33 of the Special Provisions and Annex B to the Special Provisions.

33.3. Should the Purchaser not be able to meet the SLA related to the provision of the REACH capability as laid down in Annex B of these Special Provisions, the Contractor shall not be entitled to claim an excusable delay nor any compensation against any Articles for the Performance of this Contract and its Amendments.

34. PERMITS AND RESPONSIBILITIES

34.1. This Clause Supplements Clause 5 "Language" and Clasue 6 "Authorisation to Perform/Conformance to National Laws and Regulations."

34.2. The Contractor shall, without additional expense to the Purchaser, be responsible for obtaining any necessary licenses and permits, and for complying with Host Nation national, local and municipal laws, codes, regulations and standards applicable to the performance of the work. The Contractor shall be aware that, in order to comply with SOW requirements and Clause 6 of the NCI Agency Contract General Provisions, this responsibility shall include provision of documentation in the Host Nation language (Portuguese language). The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until FSA.

35. PROTECTION OF WATER, LAND, EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

35.1. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and that do not unreasonably interfere with the work required under this Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Authority.

35.2. The Contractor shall protect from damage all existing improvements and utilities

a) at or near the work site, and

b) on adjacent property of a third party, the locations of which are made known to or shall be known by the Contractor.

35.3. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Authority may have the necessary work performed and charge the cost to the Contractor.

36. OPERATIONS AND STORAGE AREAS

36.1. The Contractor shall confine all operations (including storage of materials) on HN Portugal premises to areas authorized or approved by the Contracting Authority. The Contractor shall hold and save the Purchaser, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

36.2. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Authority and shall be built with labour and materials furnished by the Contractor without expense to the Purchaser. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting

Authority, the buildings and utilities may be abandoned and need not be removed.

36.3. The Contractor shall, under regulations prescribed by the Contracting Authority, use only established roadways. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any national or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

37. SITE CLEAN UP

37.1. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Purchaser. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Purchaser.

38. AVAILABILITY AND USE OF UTILITY SERVICES

38.1. As stated in SOW Section 1.8 the Purchaser and the HN Portugal will make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Host Nation Governments or, where the utility is produced by the Host Nation, at reasonable rates determined by the Host Nation. The Contractor shall carefully conserve any utilities furnished without charge.

38.2. The Contractor shall not be billed for utility usage after FSA.

39. NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR MANDATED NATO THIRD PARTY AUDITS BY RESOURCE COMMITTEES

39.1. (a) Definitions. As used in this clause -

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

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

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

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

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

(1) Within or in connection with a bid, quotation or offer; or

(2) In the performance of or in connection with a contract.

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

40. FORCE MAJEURE

40.1. “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.

40.2. Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [1] are all fulfilled, include:

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

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

40.2.3. currency and trade restriction, embargo, sanction;

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

40.2.5. plague, epidemic, natural disaster or extreme natural event;

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

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

40.3. 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.

40.4. 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:

40.4.1. 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;

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

40.4.3. the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [40.4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.

40.5. 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.

40.6. Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety

40.7. (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.

41. NCI AGENCY SUPPLIER CODE OF CONDUCT

41.1. 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.

41.2. This Supplier Code of Conduct sets standards and practices for suppliers and their subcontractors 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.

41.3. In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

ANNEX A: NCI AGENCY NON-DISCLOSURE DECLARATION

We, the undersigned.....(Company) duly represented by ..... (hereinafter "Contractor") do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under CO-115363-PRT-TDCIS.

(Signature)

(Full name in block capitals)

(Date)

==========

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

I UNDERSTAND:

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

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

That I must not, without the approval of the General Manager of the NCI Agency publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under CO-115363-PRT-TDCIS.

That, at the end of Contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under CO-115363-PRT-TDCIS, save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under CO-115363-PRT-TDCIS, but also after my Contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

That by accepting the position of Support Contractor for NATO corresponding to the tasks and duties described in the present Contract, I will be considered as a Key personnel as specified in Contract Special Provision Article 15.

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

That shall I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the Company that is currently employing me has provided NATO with an acceptable suitable substitute in accordance with Special Provision – Article 15.

That I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me and to discharge these functions with the interests of NATO and the Host Nation only in view. I undertake not to seek or accept instructions in regard to the performance of my duties from any government, company or from any authority other than that of NCI Agency or the Host Nation.

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

Date Full name (in block capitals) Signature

ANNEX B: SERVICE LEVEL AGREEMENT (SLA) FOR THE PROVISION OF REACH LAPTOPS IN ACCORDANCE WITH ARTICLE 33 OF THE CONTRACT SPECIAL PROVISIONS

Introduction

To improve collaboration between the Contractor and the Purchaser teams, a collaborative environment for the two teams will be established that will provide the ability to process, store and handle information up to and including NATO RESTRICTED. Access to the collaborative environment is provided to the Contractor's Team via the Purchaser NR capability (informally called REACH). This capability will be complemented by a limited access to Purchaser Project Portal.

Parties

The REACH capability will be provided by the Purchaser to support the Contractor Team under Contract No CO-115363-PRT-TDCIS.

General Overview

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

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

These provisions shall be in effect for an initial period of three years from the effective date of the Contract or until the end of Contract No CO-115363-PRT-TDCIS, whichever occurs first. It can be extended based on a mutual agreement between the Parties.

Provided Capability

References
https://dnbl.ncia.nato.int/Pages/ServiceCatalogue/CPSList.aspx
(WPS006, WPS003, WPS008 services)

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

Scope

- As described in reference Service Descriptions above

Aim

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

Limitations

- The use of the REACH capability requires a NATO Security clearance at NATO SECRET level. Proof of the users' security clearances will be provided to the Purchaser.

- The exchange and collaboration of information is provided through e-mail and Instant Messaging.

- Direct printing capability is not provided, but can be arranged through an extension of this contract requested by the Contractor's Team.

- In case of any problems which cannot be solved remotely from the service desk (The Hague, NLD), the equipment shall be sent to NCIA, The Hague at the Contractor's expenses. Any damages resulting from inappropriate operation or operation in harsh environment or adverse weather conditions, as well as a loss of the system shall be compensated by the Contractor.

Assumptions

The following assumptions apply to this Agreement:

- Any support provided by Purchaser is documented in the service descriptions above

- Security violations of the non-NCIA REACH users are investigated through their local security officers/managers applying NATO rules (CM(2002)49, NCIA (CapDev)AD3-2, and NCIA(CapDev)NR SECOPS).

- Required changes to this Agreement and/or the provision of the REACH capability will be jointly assessed and the implementation agreed between the Parties. The implementation of changes may have an impact on the charges which will be handled through an update of this Agreement.

Roles and Responsibilities

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

- Contractor Team will receive three (3) REACH terminal.

- The Purchaser will provide the REACH capability and related services.

Points of Contact

- As described in the service descriptions above (WPS008 Service Desk).

Purchaser's responsibilities

The Purchaser will:

- Provide to the Purchaser the necessary documentation required for the activation of user accounts and certifications.
- Provide the REACH capability including basic end-user training (1.5-hour duration) and deliver 1 Initial REACH, 2 Additional REACHs.
- Set up and maintain the project web-portal at NR level,
- Provide introduction to the management of the portal (1-2 hours) and service desk for the portal on-site at NCIA, The Hague or through electronic media,
- Grant temporary use of REACH hardware and the software licences for the contracted period,

Contractor Team Responsibilities

The Contractor Team shall:

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

- Not use the equipment for any other purposes than the purpose set out herein,
- Not lend, rent, lease and/or otherwise transfer the equipment to a third party,
- Not copy or reverse engineer the equipment.

Hours of Coverage, Response Times & Escalation

- As described in the service descriptions above.

Incidents

- As described in the service descriptions above.
- Resolution of disagreements

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

Changes

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

Maintenance

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

RFQ-CO-115363-PRT-TDCIS

Tactical Deployable Communications and Information Systems (TDCIS) for the Portuguese Army

Book II Part IV

STATEMENT OF WORK

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1 INTRODUCTION

1.1 BACKGROUND

[1] This Statement of Work (SOW) defines the tasks to be performed by the Contractor in order to meet requirement to deliver a fully coherent and interoperable Tactical Deployed Communication Information System (TDCIS), to the Portuguese Republic Ministry of Defence. This SOW outlines the customer's business and technical requirements for the TDCIS.

[2] TDCIS will deploy with The Portuguese National Army (PNA), who developed as a prototype, the proof-of-concept system called "Sistema de Informação e Comunicações - Tático (SIC-T)".

[3] The SIC-T is a modular System of Systems (SoS) configured into truck-mounted Shelters and Trailers that provides a CIS used on National and International (NATO and non-NATO) Deployed Operations and Exercises.

[4] This SIC-T is designed to support PNA national and multi-national expeditionary operations at a Brigade level and below; that proof-of-concept now needs uplifting.

[5] This project is the basis for delivering a TDCIS to the Portuguese Army, as the uplift to the SIC-T system which they developed.

1.2 PURPOSE

[6] The TDCIS will integrate the respective Command, Control, Communications, Computers Intelligence, Surveillance and Reconnaissance (C4ISR) Systems, which will enable PNA units to interoperate with National and International Agencies.

INT-1 The Contractor shall undertake the secure design, production, assembly, transport, testing, training, documentation, certification, and delivery of all the materials and equipment necessary to deploy a complete and fully functional TDCIS solution.

[7] The Contractor shall cater for the integration of all Purchaser Furbished Equipment (PFE) given within the Statement of Work (SoW) document.

[8] The TDCIS is based on knowledge, experience and lessons learned from the:

a. PRT prototype SIC-T;

b. NATO Deployable CIS (DCIS).

[9] To support the TDCIS capability integration, the PRT will provide the bearers (e.g. SATCOM airtime), and will provide Vehicles onto which the TDCIS Modules will be mounted or towed.

1.3 SCOPE

[10] The TDCIS Project will design, develop and deliver a TDCIS that can functionally and securely operate within the Portuguese National and NATO Operations and Exercises.

[11] The TDCIS will comprise a range of Shelters and Trailers based Node types and a NATO Secret (NS) Kit, as shown in Table 1-1, each configured for a specific Mission deployment.

[12] Table 1-1 below illustrates the profile of TDCIS users across the node types and the domains therein.

[13] Table 1-2 illustrates the number of each of the 8 node types required to support the TDCIS user profile given in Table 1-1.

[14] The Shelters will be mounted on all-terrain vehicles[1] that can be located in the operational scenario as per the mission requirements.

[15] The trailers can be used independently as a Communication rebroadcast facility.

[16] In addition to the Shelters there are also specialist Trailers, these too are Mission specific but their usage and variability is less complex than the Shelter.

[17] The TDCIS **does not** include a dedicated Test and Reference Environment.

[18] The TDCIS **does not** include a dedicated Training Environment.

Table 1-1 Specific Mission Deployment

TDCIS Node Security Domain	Access Node (AN) End Users	Battation Communications Centre (BCC) End Users	Company Communications Centre (CCC) End Users	Radio Access Point (RAP) End Users	Transit Node (TN) End Users	Rear Link (RL) End Users
xU	34	16	4	-	-	-
xR	34	16	4	-	-	-
xS[2]	22	10	-	-	-	-
Security Domain	AN SysAdmin Users	BCC SysAdmin Users	CCC SysAdmin Users	RAP SysAdmin Users	TN SysAdmin Users	RL SysAdmin Users
BLK	2	2	2	2	2	2
xU	2	2	2	2	2	2
xR	2	2	2	2	-	-
xS	2	2	-	-	-	-

[1] Vehicles for use with node shelters and towing trailers are PFE and out of scope to this SoW

[2] This term refers to the s*cr*t domain in either National or NATO CIS

Table 1-2 TDCIS Composition

Item	Node	Description	Total shelters	Nodes in scope	Total trailers	Batch 1	Batch 2	Batch 3
1	**Access Node (AN)**	1 Command and MGMT Shelter 1 Transmission Shelter	6	3	-	2	1	-
2	**Battalion Communications Centre (BCC)**	1 Command and MGMT Shelter 1 Transmission Shelter	10	5	-	2	2	1
3	**Company Communications Centre (CCC)**	1 Integrated Shelter	13	13	-	4	5	4
4	**Radio Access Point (RAP)**	1 Transmission Shelter	8	8	-	1	4	3
5	**Transit Nodes (TN)**	1 Transmission Shelter	7	7	-	2	2	3
6	**Rear Links (RL)**	1 Rear Link Shelter 1 GAR-T B trailer	3	3	3	1	1	1
7	**GAR-T HCLOS Relay**	1 GAR-T Relay trailer (2 x HCLOS in each)	-	4	4	1	2	1
8	**NS Kit**	1 NS Kit	-	1	-	1	-	-
9	**Pooled Appliances**	1 Set Equipment	-	1		1		
		Total number of assets:	**47**	**45**	**7**	**15**	**17**	**13**

1.4 REQUIREMENTS STRUCTURE

[19] The SOW requirements are organised as per Table 1-3.

Table 1-3 TDCIS SOW Structure

SECTION 1	Introduction
SECTION 2	Scope of Work
(WP1)	Provide System Design
(WP2)	Qualify First Articles
(WP3)	Support Security Accreditation Process
(WP4)	Conduct Training
(WP5)	Conduct IV&V Assesment and Support Provisional Systems Acceptance
(WP6)	Provide Production Units
(WP7)	Support Operational Test and Evaluation (OpTEval)
SECTION 3	Project Management
SECTION 4	Integrated Product Support (IPS)
SECTION 5	Documentation
SECTION 6	Configuration Management
SECTION 7	Quality Assurance and Control
SECTION 8	Test, Verification & Validation
SECTION 9	Security Accreditation
SECTION 10	System Acceptance
Appendices:	
Appendix A	Applicable Reference Documents
Appendix B	Purchaser Furnished Equipment
Appendix C	Maintenance and Support Concepts
Appendix D	Key Personnel Requirements
Appendix E	Project Activity Flow
Appendix F	Table of Abbreviations
Appendix G	Glossary of Terms
Annexes:	
Annex A	System Requirements Specifications (SRS) containing the functional and technical requirements

1.5 TEST, VERIFICATION & VALIDATION APPROACH

INT-2 All testing, verification and validation activities to be conducted by the Contractor shall be based on the full and detailed breakdown of test events derived from the Requirements Traceability Matrix (RTM).

INT-3 Test shall be the default validation method for all requirements. Any deviation from test shall be presented by the Contractor, with a justification, for review and decision by the Purchaser.

INT-4 The Contractor shall:

1) Refine the testing scope under each Work Package, down to specific events;
2) Document at high level in the Project Master Test Plan (MTP);

3) Detail each test event to ensure comprehensive testing is undertaken.

INT-5 The testing requirements contained under the various Work Packages of Section 2 are intended to highlight the focus of the test events in the Work Package and shall in no-way dilute the requirement for a full comprehensive testing in line with the RTM.

INT-6 The Contractor shall ensure that in case of conflict between the scope of the test events as described in the Work Package and the testing requirements derived from the RTM, the latter shall take precedence.

1.6 IMPLEMENTATION STAGING

[20] This project will be executed in six phases, spanning from the Effective Date of Contract (EDC) to Final System Acceptance (FSA) followed by 2 years of warranty.

[21] The project has 6 Phases with supporting enablers that comprise the following:

a. Phase 1 – System Design. This phase firmly sets the scene for the whole delivery, it shall conclude with a Preliminary Design Review (PDR) that sets expectation levels on the delivery lifecycle. This is the strategy phase with some of the Contractual Documentation Requiremetn List (CDRL) delivered as 'Presentational' with some information back up.

b. Phase 2 – System Development. This phase develops the PDR baseline further and places a number of key blueprint designs. It also offers the Contractor an opportunity to mature its individual strategies into firm baselined plans. This phase concludes with a Key Milestone "Critical Design Review (CDR)". This phase should be informed by relevant Portugal national security policy as well as NATO Security Policy, to be provided to the selected Contractor as relevant.

c. Phase 3 – Batch 1 Build. This phase focusses on the manufacture of the Batch 1 nodes. The Phase consists of 5-tranches of build and concludes with a full batch 1 Factory Acceptance Test (FAT).

d. Phase 4 – Deliver Training, Conduct UAT(E) and PSA. The Contractor shall be responsible for the execution of this entire phase, including the conduct of Training and User Acceptance Tests of Equipment (UAT(E)) at the Customer's establishment. UAT(E) shall comprise of System and Interoperability Testing when the system's integration and compliance with NATO Federated Mission Network, Spiral 3[3], is to be evidenced.

e. Phase 5 – Support OpTEVal, and Build Batches 2 & 3. Following successful completion of the PSA, the OpTEval exercise plus production of Batches 2 & 3 are to be carried out concurrently. The Contractor shall provide consultancy type support to the TDCIS acceptance activity performed by the Customer during OpTEVal. Batches 2 and 3 shall be manufactured with a Factory Acceptance Test (FAT) carried out before delivery to the Customer Site.

f. Phase 6 – Achieve FSA. This Phase finalises the Project delivery. The phase will conclude when the Purchaser approves the FSA Report. Contractor Warranty shall commence on successful completion of the FSA, and shall last for a period of 2 consecutive years.

[3] All statements of FMN from hereon refer to its Spiral 3 iteration.

1.7 PURCHASER'S RESPONSIBILITIES

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

[23] The project's End User and Sponsor is the Portuguese Ministry Of Defence, referred to as the 'Customer' throughout this document.

[24] The Purchaser will deliver the TDCIS Project to the Customer.

[25] The Purchaser has a dedicated Project Manager (PM) assigned to TDCIS. This PM is responsible for the successful delivery of TDCIS, and is supported by Subject Matter Experts (SME) from Customer and Purchaser technical resources.

[26] The Purchaser's Contracting Officer will act as the Purchaser's representative and will be the primary interface for the Contractor.

[27] The Purchaser's PM will be the Contractor's operational Point Of Contact during the project, who will be supported by specialists who may, from time to time, be delegated to act on the Project Manager's behalf in their area of expertise.

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

[29] The Purchaser will provide the Contractor with FMN technical interface descriptions for the purpose of determining specific interface requirements between the DCIS components and these systems.

[30] The Purchaser will make available to the Contractor the facilities necessary to test and demonstrate DCIS components compliance with required interfaces to existing NATO systems at the Portugal site.

[31] Documentation at Appendix B, are available via requests to Delegations.

[32] Commercially available documentation, detailed in Appendix B, will not be provided.

1.8 PURCHASER FURNISHED SERVICES

[33] The Purchaser will provide the Contractor with access to the Purchaser's Independent Validation & Verification (IV&V) toolset for the purposes of collaboration with the Purchaser's testing team.

[34] The Purchaser will provide 3 REACH laptops to the Contractor to use in working with the Purchaser's Project Management team, during project implementation This service provided will be charged to the Contractor. On completion of the project, these assets shall be returned to the Purchaser.

[35] Providing licenses for all Core Services and COI-specific services (FAS). The installation and configuration of these, using PFE configuration data, remains the responsibility of the Contractor;

[36] The Purchaser will provide Crypto key material for crypto and network access to the Customer's National CIS.

[37] The Purchaser will provide utility services [4] at the Customer's home Nation establishment. These are to support classroom training delivery and testing carried out, up to the successful completion of Preliminary System Acceptance (PSA). Any additional services [5] which may be required to support training delivery prior to PSA, will be the Contractor's responsibility.

[38] The Purchaser will provide suitable 24 V DC and 220 V AC supplies for the lifting jack kits, detailed within Annex A – System Requirements Specifications document.

1.9 PURCHASER FURNISHED EQUIPMENT

[39] The Purchaser will furnish the Contractor with the equipment detailed in Annex A – SRS and at Appendix B, which is to be integrated to and with the TDCIS.

1.10 CONVENTIONS

[40] The SOW and its Annexes shall take precedence over the Applicable Documents List in Appendix A of this SOW.

[41] This SOW invokes a variety of Standard NATO Agreements (STANAGs), Allied Publications, Military Standards (MIL-STDs) and International Standards.

[42] Where a national or international standard exists that is not specifically referenced in the STANAGs, Allied Publications, or MIL-STDs as being equivalent, the Contractor may propose to utilise such a standard if it can demonstrate to the satisfaction of the Purchaser that such a standard is equivalent to the STANAG, Allied Publications, or MIL-STD in question. The Purchaser, however, reserves the right to deny such a request and demand performance in accordance with the standard cited in the SOW.

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

[44] "Shall" statements are contractually binding; "Will" statements are informative.

[45] Mandatory requirements in the SOW are preceded by a unique heading number, consisting of a prefix, followed by a number.

[46] Information or context information not conveying any requirement on the Contractor is preceded by a number heading in brackets, [xx], without prefix letters.

[47] Whenever requirements are stated herein to "include" a group of items, parameters, or other considerations, "include" means "include but not limited to".

[48] Whenever a cross-reference is made to a Section or paragraph, the reference includes all subordinate and paragraphs and cross-references therein.

[49] The order of the SOW requirements is not intended to specify the order in which they must be carried out unless explicitly stated. The SOW defines all of the activities the Contractor shall provide. The Contractor's approved programme implementation plans determine the actual timing of detailed Contrator activities .

[50] The convention to be used for dates appearing in free text (e.g. quoting dates of meetings) is day-month-year and not month-day-year.

[4] Water, electricity, gas & broadband.

[5] For example Satellite, Line Of Sight, Radio Frequency communication services, etc.

[51] For the purposes of clarity, all information presented in the delivery of this TDCIS Project shall be in written English.

1.11 OPTIONS

[52] The scope of the work includes a series of options which is to be costed by the Contractor and presented to the Purchaser for consideration in exercising these.

1.11.1 OPTION 1 – DEFERRED DELIVERY OF BATCHES

[53] Delivery of Batch 3 detailed in Table 1-2, is to be considered as options, under the terms & conditions detailed in Book 1. The selected bidder's pricing for these batches will determine if this option is exercised at the time of Contract Award, or their purchase will be deferred as given in Book 1.

1.11.2 OPTION 2 – IN SERVICE SUPPORT EXTENSION

[54] The Contractor shall provide a price to the Purchaser for an extension to the In Service Support, for a period of 15 years. This follows on from the end of 2 year warranty period provided by this project to TDCIS, and is to comply with the requirements detailed in this document.

2 SCOPE OF WORK

[55] The project scope is translated into a series of Work Packages (WP1 to WP7). Each Work Package (WP) is addressed in greater detail below.

2.1 PROVIDE SYSTEM DESIGN (WP1)

2.1.1 OVERVIEW

WP1-1 The TDCIS design shall cover the full scope of the TDCIS systems.

WP1-2 This design documentation shall separately identify the design for the operational (production) and training systems.

WP1-3 The scope of the design shall encompass all the components needed to achieve the capability, including:

1. CIS Hardware;
2. Software and licensing;
3. Tooling to manage and support the TDCIS;
4. Non-CIS hardware (e.g. transit cases, tents, etc.);
5. Test, verification and validation.

WP1-4 The design shall strictly follow the structure in which requirements are formulated in Annex A (SRS).

WP1-5 The design shall include the configuration of infrastructure and services, with information provided by the Purchaser.

[56] The implementation of the TDCIS consists of the assembly, connection, integration and configuration of Commercial off-The-Shelf (COTS) components, into bespoke systems that are fit for purpose of meeting the Purchaser's requirements and used in support of National and NATO expeditionary operations.

2.1.2 DEVELOP SYSTEM DESIGN PLAN

WP1-6 The System Design Plan (SDP) shall describe the Contractor's approach to implementing the System Design activities as detailed below.

WP1-7 The SDP shall identify all activities and deliverables and when they will be provided to the Purchaser, as the design progresses from the Configuration Capturing (CCAP), the System Requirements Review (SRR), High Level Design (HLD) to the Low Level Design (LLD).

WP1-8 The Contractor shall produce and manage effectively the Requirements Traceability Matrix (RTM) that supports the Design.

2.1.3 CONDUCT CONFIGURATION CAPTURE

WP1-9 In order to ensure full interoperability with existing PRT National Systems and NATO Federated Mission Network (FMN), the Contractor shall capture the configuration of

the corresponding assets and services, where possible, prior to starting any Low Level Design (LLD) activities after Preliminary Design Review (PDR), leading into Critical Design Review (CDR).

WP1-10 The Contractor shall produce a Configuration Capturing Plan (CCAP).

WP1-11 The configuration captures shall be used in direct support of the design activities, in the following terms:

1) Minimising the design risks by adopting current and proven configurations where possible, whilst fulfilling the characteristics within the SRS;
2) Ensuring that the services implemented by TDCIS are compatible and interoperable with those of the existing Customer and Purchaser organisations;
3) Understand the Customer's end user and Purchaser's maintenance and support organisation, and the process between the operational and maintenance levels to be achieved.

WP1-12 The Contractor shall ensure that their Configuration Capture (CC) activities fully aligns to the requirement as detailed in the Configuration Management Section 6.

[57] CCAP sessions may be organized as on-line meetings at the discretion of the Purchaser.

[58] Should additional configuration capturing activities be required following PDR, in support of the last design iteration before CDR, the associated level of effort and travel expenses shall be borne by the Contractor.

2.1.4 CONDUCT SYSTEM REQUIREMENTS REVIEW

[59] The System Requirements Review (SRR) is intended to assess the Contractor's understanding and interpretation of the all the requirements contained in the SRS.

[60] The SRS constitutes the Functional Baseline (FBL) of the TDCIS. Any updates resulting from the SRR become updates to the TDCIS FBL and will be managed by formal change process.

WP1-13 The SRR shall take place at Purchaser's premises, in the form of SRR meetings between the Contractor and the Purchaser or as on-line meeting at the discretion of the Purchaser, and should not take more than 1 week.

[61] During the SRR, changes to requirements, including updates or deletion of requirements that are no longer valid may be introduced by mutual agreement.

[62] The SRR is also intended to enable a first instance of the change process, for the Purchaser to introduce new requirements that were not contemplated at the time of writing this SOW. Such changes will be documented by the Purchaser in the form of Request for Changes (RFC), intended for the Contractor to produce an Engineering Change Proposal (ECP) in response.

WP1-14 The outcome of the SRR discussions shall be documented in the SRR Report. The SRR Report shall be initialized during the first day of the SRR and shall evolve during the SRR meeting.

WP1-15 The Draft SRR Report shall contain an updated Requirements Traceability Matrix (RTM).

WP1-16 The Draft SRR Report shall contain references to any ECP resulting from the SRR discussions.

WP1-17 A new SRS baseline incorporating all the changes to the original SRS agreed during the SRR meeting and documented in the Final SRR Report, shall be produced by the Contractor.

WP1-18 The Contractor shall produce the Final SRR Report and provide it as an Annex to the HLD, for review at the PDR meeting.

WP1-19 Following the approval of the Final SRR report at PDR the Contractor shall update the FBL. At this point the FBL shall be frozen and put under configuration control, with any change to the SRS (and thus the FBL) involving the formal change process.

2.1.5 DEVELOP DESIGN DOCUMENTATION

WP1-20 The Contractor shall produce High Level Design (HLD) documents, followed by Low Level Design (LLD) documents, to be submitted for the Preliminary and Critical Design Reviews (PDR and CDR), respectively.

2.1.5.1 HIGH LEVEL DESIGN DOCUMENT

WP1-21 The Contractor shall design, develop and deliver a HLD for the TDCIS Composition as seen in Table 1-2; this shall include, but shall not be limited to:

1) End to end Service perspective;
2) Overall architecture of the systems of systems;
3) Overall system breakdown structure down to component level, including their functions and interfaces;
4) Identification of high level CI's;
5) Interoperability with existing assets;
6) Implementation Constraints;
7) Project Master Test Plan (PMTP);
8) Defect Management Plan (DMP) identifying attributes & metrics which shall be used to determine if node types are integrated successfully to TDCIS; and also shall describe;
    a. Deal with failures identified during both hardware and software testing;
    b. Missing or damaged items received by the Purchaser during shipping;
    c. Deal with remediation that requires formal change process.
9) Support Case.
10) Annexes as a minimum:

a. Final CCAP Report (provided with);
b. Final SRR Report;
c. Requirement Traceability Matrix (RTM).

WP1-22 The High Level Design shall address the availability, reliability, and maintainability requirements as detailed in Section 4.

2.1.5.2 LOW LEVEL DESIGN DOCUMENT

WP1-23 The Contractor shall evolve their HLD into a Low Level Design (LLD).

WP1-24 The Contractor shall ensure the LLD covers each derivation of the TDCIS Composition as seen in Table 1-2 of Section 1.

WP1-25 The Contractor shall incorporate into their LLD, the infrastructure and services configuration which has been derived from the SRR.

WP1-26 The Contractor shall ensure that the LLD encompasses all components needed to achieve the TDCIS requirements.

WP1-27 The Contractor shall ensure the details within the LLD shall include, but not be limited to:

1) Detailed subsystem and associated design specifications, inclusive of a presentable security architecture in compliance with NATO Security Policy, inclusive of the Technical and Implementation Directive on CIS Security (AC/322-D/0048-REV3) and Primary Directive on CIS Security (AC/35-D/2004-REV3), and in compliance with any relevant Portugal national security policy;
2) Hardware and software functional descriptions;
3) Component, subsystem and system-level:
    a. Performance calculations;
    b. Availability;
    c. Capacity, where applicable.
4) The justification for functional and performance allocations to various subsystems and components, in order to achieve the overall system-level requirements, per subsystem;
5) The methodology for the identification and resolution of technical problem areas that may develop at system or subsystem level, during design, production, installation and testing;
6) Identification of internal (intra-nodal) and external interfaces throughout the system to ensure interface compatibility, with special focus on the interfaces to the (external) PFE elements;
7) Engineering drawings, including hardware physical installations, connectivity to other components, power cooling;
8) Technical reviews and reports;
9) Test, Verification and Validation matters to include:
    a. Requirement Traceability Matrix (RTM);
    b. Test Plan for each Test Phase. Each Test Phase shall have one or more events supporting the coverage required, as stated in RTM.

WP1-28 The LLD shall go down to the Configuration Item level. In this context, Configuration Items (CI) shall be defined based on ACMP-2009 specifications and presented for

Purchaser approval, and shall be grouped under each subsystem identified in the system breakdown as defined in the HLD, for each of the Nodes types.

WP1-29 In addition the Contractor shall ensure the LLD also contains, as a minimum:

1) A link to the Requirements Traceability Matrix (RTM), matching System Requirements (as per the SRS) to entries of the LLD, and to test procedures in the Project Master Test Plan (MTP). This update shall reflect any changes effecting the original RTM proposed by the Contractor in his Bid.
2) Definition of the Configuration Items (CIs), as applicable;
3) The Low Level Design documents of each CI;
4) Initial security design documentation (based on the system-level and functional-level Security Requirements);
5) Detailed engineering drawings;
6) List of software licensing, support and warranty agreements, if and where applicable.

WP1-30 For each CI, the Contractor shall ensure the LLD also includes:

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

WP1-31 For any Transit Casing, the Contractor shall ensure the LLD includes:

1) Transit Case layout plan, covering all communications, information systems, cabling, and power supply equipment and distribution in the TC;
2) Electrical safety systems;
3) Environmental Control Unit (ECU) budget calculation, as applicable;
4) Power budget calculations;
5) Estimated weight budget.

WP1-32 The Contractor shall ensure that the LLD they produce is subject to review and acceptance by the Purchaser. The acceptance of the design shall not absolve the Contractor from the responsibility of meeting the requirements and providing a fit for purpose and fit for use capability; and shall be kept up to date with all amendments.

WP1-33 It shall remain the sole responsibility of the Contractor to prove the design through their testing regime, and it will be the sole responsibility of the Contractor in the event that the design proves deficient in terms of the Contract functional and/or performance requirements.

WP1-34 In the LLD sufficient detailed information and test data (at component and subsystem level) shall be provided to assure the Purchaser that all functional and non-functional requirements have been achieved, or have been modified to achievable limits, always without prejudice to contractual specifications.

[63] Annex A to this Statement Of Work, the System Requirement Statements (SRS) provides Functional Description and Technical requirements. The Functional

Descriptions are at system-level, whereas the Technical Requirements are provided down to subsystem-level.

WP1-35 The requirements provided in the SRS at subsystem level include implementation constraints that the Contractor shall adhere to when preparing the LLD.

2.1.6 CONDUCT SYSTEM DESIGN REVIEWS

WP1-36 The Contractor shall conduct System Design Reviews that are fully cognisant to the end to end design of TDCIS. The reviews shall:

1) Verify the correct allocation of SRS requirements to system design specifications and to verification methodologies, as documented by the Contractor in the RTM; and
2) Verify and approve the overall design proposed by the Contractor;
3) Verify and approve the overall verification and validation approach proposed by the Contractor.

WP1-37 The Contractor shall support two System Design Reviews (Preliminary and Critical, PDR and CDR respectively).

WP1-38 The Contractor shall design and maintain configuration baselines defined at Section 6, throughout the performance period of the project.

WP1-39 The Contractor shall be responsible for maintaining consistency between the configuration baselines throughout the project. Any updates or changes shall be formally introduced with full revision control.

2.1.6.1 PRELIMINARY DESIGN REVIEW

WP1-40 The Purchaser shall facilitate at their premises', or by alternative means if necessary, a system design review as part of the Preliminary Design Review (PDR). The review may take place also at the Contractor's premises if approved by the Purchaser.

WP1-41 At the PDR, the Contractor shall ensure they present all Project Management, Configuration Management, Quality Assurance and System Design Plans, and any other information as detailed within CLIN 1 of the Schedule of Supplies & Services (SSS). PDR shall not be successfully closed before these plans are approved by the Purchaser.

WP1-42 The High Level Design (HLD) shall be submitted to the Purchaser, 2 weeks before the PDR event.

WP1-43 The HLD shall be updated, based on the Purchaser's comments and the decisions reached at the PDR Meeting.

WP1-44 During the PDR event, which is expected to last no longer than 1 week, the Contractor shall update the HLD based on the agreed changes during the meeting.

WP1-45 The Contractor shall formally submit the updated HLD within a week of the completion of the PDR meeting.

2.1.6.2 CRITICAL DESIGN REVIEW

WP1-46 The Purchaser shall facilitate at their premises', or by alternative means if necessary, a system design review as part of the Critical Design Review (CDR). The review may take place also at the Contractor's premises if approved by the Purchaser.

WP1-47 The Critical Design Review (CDR) shall be devoted to reviewing and approving the LLD submitted by the Contractor 2 weeks earlier before the CDR event, in line with CLIN 1 of the SSS.

WP1-48 During the CDR event, which is expected to last no longer than 1 week, the Contractor shall update the LLD based on the agreed changes during the meeting. The Contractor shall formally submit the LLD within a week of the completion of the CDR meeting.

WP1-49 At CDR, the allocation of SRS requirements to system design specifications and to verification methodologies will be assessed and will be subject of approval by the Purchaser.

WP1-50 The LLD at CDR shall document and demonstrate a proof of concept for the transit cases sought for the various CIS Modules of the TDCIS and environmental control capabilities.

WP1-51 The approval of the LLD by the Purchaser at CDR shall in no way relieve the Contractor of their responsibilities to achieve the contractual and technical requirements of this SOW and SRS.

WP1-52 Approval of the LLD at the CDR, and for those areas that are not subject of further revisions and changes, shall trigger the Contractor to identify long-lead items required by the First Articles systems.

WP1-53 The Contractor shall seek Purchaser approval before placement of order equipment.

WP1-54 Approval of the LLD at the CDR will trigger the following:

1) The assembly of the First Article systems;
2) The delivery by the Purchaser of any PFE required to assemble the First Articles systems, as well as any configuration details required to enable the preparation of the FAT.

2.2 QUALIFY FIRST ARTICLES (WP2)

[64] A first instance of each TDCIS node type, hereafter referred to as the First Article, including the set of non-CIS elements supporting those nodes, is to be qualified at the factory, prior to any release in support of the Independent Verification and Validation Assessment (refer to WP5).

WP2-1. The Qualification of the First Articles shall include all node types.

WP2-2. The Contractor shall submit to the Purchaser, the testing scenarios to support the system Validation to the Purchaser's approval during CDR. Each scenario shall clearly identify the quantity of personnel, skill sets and task durations. In addition,

the Contractor shall make necessary adjustments and improvements to the scenarios the Purchaser may recommend through an iterative review process.

WP2-3. The Contractor shall execute TDCIS component, equipment and system[6] testing, forming the design verification testing, including PFE provided by the Purchaser to the Contractor.

WP2-4. The Contractor shall, as part of the design's verification, carry out TDCIS component and integration testing at their premises.

WP2-5. The Contractor shall conduct User Acceptance Testing, comprising of Equipment, System and Interoperability tests, shall be carried out at the Customer's establishment, completing system verification testing.

WP2-6. The Customer is responsible for TDCIS validation, but shall be supported by the Purchaser and Contractor on a consultancy basis during all validation tests prior to successful completion of FSA. These validation tests are to demonstrate TDCIS being fit for purpose. TDCIS validation testing will be referred to as Operational Technical Evaluation (OpTEVal).

2.2.1 TESTING APPROACH

WP2-7. The Contractor shall ensure their testing approach allows for the Purchaser to witness verification activities on the Node 'Key Modules'. Based on:

1) A full and compherensive Project Master Test Plan (MTP);
2) Development of a full and adequate Requirements Traceability Matrix (RTM) that will cover also the traditional approach expected to fulfil requirements at Section 8. Moreover, the contractor shall ensure an adequate strategy to implement the right development, maintenance and migration processes applicable to RTM. Furthermore, the Contractor shall document in the MTP, the contractor's strategy to be used in addressing all the matters and processes to ensure the whole Test, Verification and Validation approach;
3) Confirmation that the fabrication and operation of the equipment is fit-for-use;
4) The documentation satisfies the operation and the in-service materiel management is fit-for-purpose, meeting the needs of the User.

WP2-8. The Contractor shall ensure that their test approach and test strategy as documented within the MTP for the Qualification of First Articules including all node types (refer to WP2-1), illustrates how the System Administration Guide (SAG) is to be developed, maintained and tested during the course of the delivery, to include the following, but not limited to:

a. System Release Notes;
b. Test Scripts for each of the FAT/SAT test sequences;
c. Role Based Access Control (RBAC) measures;
d. System Configurations;
e. Mission data sets shall prove that the TDCIS can be configured with an initial mission data set, and during System Acceptance Tests (SAT) the Contractor shall ensure that all testing replicates mission data set configuration;

[6] incorporating integration and interoperability testing

f. Plan for batch or patch release of software;

g. Regression testing;

h. A process for Deficiency Reporting, and formal changes for remediation activity planned into the Build Cycle.

2.2.2 SYSTEM VERIFICATION APPROACH

WP2-9. The Contractor shall ensure that, on completing construction of the first of each node type, the Contractor shall produce As-Built drawings and equipment specifications for each and shall establish the Product Baseline (PBL) at the successful completion of the FAT and the Purchaser will review for completeness and accuracy before delivery to the Purchaser.

WP2-10. Agreements achieved for any baselined documentation shall not preclude the Purchaser to require modifications as a result of failures or non-conformances detected at test events. The Contractor remains fully responsible for the technical definition and in satisfying the technical requirements of this SOW.

WP2-11. The Contractor shall ensure that any equipment is restored to its initial state at the end of any Test, Verification and Validation activity, inclusive after the execution of the relevant Security Testing and Verification Plan(s) as part of the Security Accreditation Process, as well as any Security Audits that may be conducted.

2.2.3 BUILD FIRST ARTICLES

WP2-12. First Articles shall encompass both the infrastructure of a TDCIS Node, including the set of non-CIS elements supporting those nodes, as per the following paragraphs.

WP2-13. First Articles shall be built as per the LLD that was approved at CDR.

WP2-14. First Articles shall be subject of the following test events:

1) Qualification Tests (QT);

2) Factory Acceptance Tests (FAT).

WP2-15. The production of the First Articles shall be preceded by Engineering Tests (ET) to be conducted at the discretion of the Contractor.

WP2-16. The Purchaser shall be entitled to witness Engineering Tests and access to all Engineering Test Reports.

WP2-17. Shipment and receipt of any PFE components shall not be a pre-condition for the Contractor to:

1) Integrate the subsystems without those devices, and conduct the FAT;

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

WP2-18. Any PFE Cryptographic Controlled Items (CCI) required in support of ET and QT shall be requested by the Contractor not later than 16 weeks prior to the tests in order to allow for transport by crypto channels.

WP2-19. The Contractor shall ensure that in their planning, the access to and use of Crypto will be carried out within the Customer's home Nation.

WP2-20. Any Cryptographic equipment shall be transported through secure channels to the Contractor. The Contractor shall manage, use and store these assets in

accordance with Customer Nation regulations. The Purchaser will carry no shipments of crypto devices to the Contractor`s premises.

2.2.4 CONDUCT QUALIFICATION TESTING

WP2-21. Qualification Testing shall be performed on both CIS and non-CIS elements, and shall encompass, Qualification Phase as shown in Table 8-1 without exception.

WP2-22. All Qualification Tests shall be performed with all components (including PFE crypto) physically integrated.

WP2-23. An authorized technical surveillance authority shall approve the mechanical and electrical safety of the units under test.

2.2.5 CONDUCT FACTORY ACCEPTANCE TEST

WP2-24. Factory Acceptance Testing shall be performed following the test regime detailed in Section 8.

WP2-25. FAT is to be carried out by the Contractor, on the Integrated TDCIS System, at the Contractor's build facility, referring to the Factory Acceptance Phase given at Table 8-1.

WP2-26. The Contractor shall provide the Purchaser with access to these events, enabling their SMEs to determine how the individual nodes operate as independent nodes.

WP2-27. The Contractor is to conduct a FAT for all Batch 1 nodes and associated non-CIS equipment.

WP2-28. There is a Purchaser expectation that FAT can be completed by simulating RBAC Dummy Accounts, IP Addresses and Network Capability; with the fidelity of simulation being addressed in the Contractor's MTP.

WP2-29. The Contractor shall ensure that the FAT demonstrates:

a. Each module (system) is successfully integrated at subsystem and component levels and can communicate with other modules within a given TDCIS node type;

b. Each node (collection of modules) is successfully integrated at system (module) level and can communicate with other TDCIS nodes;

WP2-30. In addition the Contractor shall ensure that the FAT verifies the following, with the First Articles installed at the Contractors test environment:

a. Functionality of the various subsystems integrated in each of the network modules of each node, including:

   i. Protected Core Access (PCA);

   ii. Coloured Cloud Access (CCA);

   iii. Multi-Media Access (MMA);

   iv. Boundary Protection System (BPS);

   v. Local Area Network Subsystem (LAN);

b. Uninterrupted Power Supply (built-into Remote Node modules).

c. Functionality of the transmission bearers (this may be simulated in the Contractor's build-facility);

d. Interfaces within each of the modules (between subsystems), including subsystems outside the module (e.g. radio fits or simulation thereof);

e. Intra-nodal connectivity, i.e. testing of the interfaces between the various modules that make each TDCIS Node.

WP2-31. The Contractor shall also verify:

a. Any software-defined Virtualisation;

b. Any software-defined Automation process;

c. Application-consistent backup and subsequent restore of VM running application supporting Microsoft VSS;

d. Virtual desktop hosting;

e. Deployable Removable Storage (DRS) Subsystem;

f. Automated graceful shutdown at UPS battery low state.

WP2-32. Factory Acceptance Testing shall further verify the functionality and performance of all non-CIS elements specified in SRS.

WP2-33. One of each node in Batch #1 shall go through First Article Test and the rest of the Batch # 1 units shall go through an subset of the Factory Acceptance Testing test cases (WP2) approved by the Purchaser.

2.2.6 SHIP FIRST ARTICLES

WP2-34. Upon the Purchaser approval of the FAT Report, the Contractor shall ship First Articles from the factory to the Purchaser's designated location (see SSS) in accordance with the Packaging, Handling, Storage and Transportation requirements detailed in IPS Section 4.8.

WP2-35. If required for rectification of non-compliances or deficiencies found during WP5, the Contractor shall be responsible for shipping all Batch 1 First Article systems from the Customer's premises back to the build factory. This will require shipping the First Articles system(s) back to the Customer's location, for regression testing, at no expense to the Customer and, or the Purchaser.

2.3 SUPPORT SECURITY ACCREDITATION PROCESS (WP3)

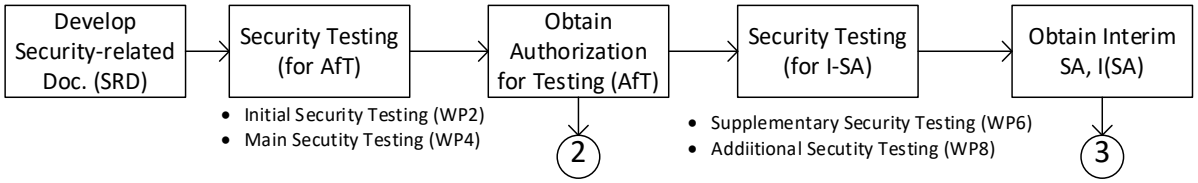
2.3.1 OVERVIEW

[65] TDCIS is to be capable of operating with the Customer's National CIS and those forming a NATO FMN. The latter will be compliant with SPIRAL 3 variant.

WP3-1 The security accreditation process established by the Security Accreditation Authority (SAA) shall be followed.

[66] The activity flow for the Support to the Security Accreditation process under WP3 is provided in the figure below and described in the paragraphs hereafter.

Figure 2-1 Activity Flow for WP3 - Security Accreditation Process



WP3-2 The Contractor shall support the Purchaser in providing information and documentation to the Customer's National SAA, in acquiring accreditation for TDCIS to connect and operate with the Customer's National CIS. The National SAA will also determine if the TDCIS is compliant with NATO SAA directives, for TDCIS connection to and operation with NATO FMN.

[67] Section 9 herein, details the Security Accreditaiton requirements for NATO FMN. Following Contract Award, the Purchaser will provide the Contractor with any additional or varying Security requirements for National SAA.

WP3-3 The Contractor shall develop initial version of the Security Accreditation Plan (SAP) for the TDCIS, under supervision of the relevant Purchaser technical authority SME. The SAP shall identify all Security-related Documentation (SRD) deliverables and their timing. The Contractor shall strictly adhere to the security accreditation activities described in the SAP as approved by the SAA. All activities related with the security accreditation process shall be identified in the respective Project Implementation Plan (PIP) and in the Project Management Plan (PMP).

2.3.2 SECURITY ACCREDITATION APPROACH

WP3-4 The Contractor shall follow the Security guidelines as detailed herein.

WP3-5 The Contractor shall follow the following security accreditation principles as established by the SAA, which shall follow:

a. The primary objective of security accreditation is to ensure that the required level of protection is achieved and maintained throughout its life cycle;

b. An initial version of the Security Accreditation Plan (SAP) which will identify all Security-Related Documentation (SRD) deliverables and their timing.

c. Alignment to the Customer's National SAA;

d. Strict adherence to the security accreditation activities described in the SAP as approved by the SAA.

[68] The Customer will be the Operational Authority for TDCIS, while the Customer's National SAA will be the accreditation authority responsible for:

a. authorising TDCIS connecting with the Customer's National CIS;

b. ensuring compliance with NATO policies for TDCIS connection with NATO FMN, SPIRAL 3 version[7].

WP3-6 The Contractor shall support NATO Security Accreditation, by developing all nessary security accreditation documentation for review and input by the relevant Purchaser's technical authority (the NATO Cyber Security Centre's Accreditation Support Office); this technical authority shall coordinate formally with the relevant

[7] All references to Federated Mission Networks and FMN in this SOW are for the SPIRAL 3 version

NATO SAA for approval of the documentation; NATO accreditation is required by the TDCIS in order to process and store NATO classified information communicated across the FMN.

WP3-7 The Contractor shall ensure the TDCIS architecture is configured, deployed and operated in compliance with the security requirements and policies of the Customer's National and NATO SAA, and shall endeavor best effort to accommodate security requirements implementation as advised by the relevant purchaser's technical authorities .

WP3-8 The achievement of security accreditation for TDCIS is related with development and SAA approval of necessary Security-Related Documentation (SRD). The Contractor should expect a number of review rounds per document before it will be approved.

WP3-9 The Contractor shall take into account any comments from the Purchaser's reviewers and any formal feedback from the NATO SAA, as communicated to the contractor by the Purchaser's reviewers and shall update the documents as necessary in order to gain SAA approval of the SRD.

WP3-10 The SRD shall be presented by the Contractor to the Purchaser, which will manage and ensure submission and evaluation to and by the NATO SAA, including but not limited to a formal presentation which may require the presence of the Contractor's relevant SMEs, as determined by the Purchaser's technical authority. The location of this presentation shall be defined by the Purchaser and shall typically take place at the Purchaser's facility.

WP3-11 Coordination with the SAA will be conducted by the Purchaser. The Contractor might be invited to provide briefings and/or technical expertise for meeting(s) with the SAA.

WP3-12 The SAA might give advice and guidance to the Contractor (through the Purchaser's Project Manager or any delegated technical authority) on any security implication or any proposed change based on the findings and results of the assessments and/or security tests. The Contractor shall assess the necessary work required to follow the advice given by the SAA and will liaise with the Purchaser's Project Manager for its implementation.

WP3-13 It is the overall responsibility of the Contractor to develop an appropriate TDCIS system design and security-related documentation in order to achieve security accreditation of the TDCIS. The design of the TDCIS and the SRD deliverables shall be compliant with Security Policies and Directives presented in this SoW, as well as any additional security requirements arising from substantive security concerns presented by the SAA, and/or emerging from the Security Risk Assessment, and established as conditional for formal acceptance of the SRD and the design.

WP3-14 The SRD should be developed in parallel to appropriate deliverables under all the WPs concerned, and within the timeline as per this SoW.

WP3-15 In support of producing the deliverables the Contractor shall closely engage directly with representatives of the Purchaser and/or SAA (through the Purchaser) in order to discuss particular security-related requirements but also to clarify and/or enhance the documentation to be provided as part of the Security Related Documentation. All formal feedback from the SAA which is presented to the Contractor by the Purchaser as relevant, shall be taken as such by the Contractor and the Contractor shall endeavor to accommodate the design, implementation and process, as required, to best integrate such formal feedback.

WP3-16 Initial versions of the CIS Description, Security Risk Assessment and System-Specific Security Requirements Statement shall be developed and released by the Contractor by the same time as the HLD (refer to WP1). Initial versions of CIS Description, SRA and SSRS shall fully reflect the TDCIS architecture as depicted in the HLD.

WP3-17 Initial versions of CIS Description, SRA and SSRS shall be reviewed during the Preliminary Design Review (PDR) under the same regime as the HLD.

WP3-18 Final versions of CIS Description, SRA and SSRS shall be produced and released by the Contractor in parallel to the LLD, which shall feed into these documents, and shall be also reviewed during the Critical Design Review (CDR).

WP3-19 Initial versions of SecOPs, Security Test and verification Plan (STVP) and Generic System Interconnection Security Requirement Statement (SISRS) shall be developed and released by the Contractor by the same time as Factory Acceptance Testing (FAT) scripts, in preparation for the initial security testing to be performed as part of the FAT under WP2.

WP3-20 Final versions of SecOPs, STVP and Generic SISRS shall be developed and released by the Contractor not later than 4 weeks prior to the start of Independent Verification and Validation activities to be performed under WP5.

WP3-21 SRD (especially SecOPs) might require further updates as recommended by the Contractor based on the observations and lessons learned gathered during security tests and/or Operational Test and Evaluation (OpTEval). The contractor shall update SRD as required. New versions of every single security-related documentation shall be approved by the SAA.

WP3-22 In order to enable Independent Verification and Validation activities, which include Security Testing at Purchaser's premises, the Contractor shall provide Approval for Testing (AfT) Request. The AfT Request shall be released by the Contractor not later than 2 weeks prior to the tests.

[69] AfT request will be subject to SAA approval. The AfT will be granted prior to the Independent Verification and Validation Assessment, which includes security testing.

WP3-23 The Contractor shall conduct security testing in accordance with SAA approved STVP.

2.3.3 SECURITY ACCREDITATION DOCUMENTATION SET

WP3-24 Prior to Phase 4, the Contractor shall deliver to the Purchaser the complete Securiy Related Documentation (SRD), that covers the entire system covering and reporting upon all nodes and shelters. The descriptors should be supported with the documents listed at Section 9, regarding TDCIS and its integration and operation with National and NATO CIS.

2.3.4 SECURITY ACCREDITATION APPROVAL

[70] The granting of TDCIS Security Accreditation is necessary to grant the Authority To Operate (ATO). However, for pressing operational deployments, Interim Authority to Operate (IATO) can be issued by the National SAA for TDCIS connection to National CIS. But the Contractor must demonstrate to the National SAA that efforts continue in parallel to achieve ATO.

WP3-25 In the event IATO is required to be used to meet their operational deadlines, the Customer, as the Operational Authority, shall seek from the Contractor (via the Purchaser), the appropriate documentation to support their validation of TDCIS residual risk[8], in its connecting with National CIS. It remains, NATO ATO shall still be required for TDCIS connection with NATO CIS (FMN), permitting NATO classified information to be processed by and stored within TDCIS. It is therefore imperative that the Contractor shall make concurrent efforts in acquiring National and NATO ATO for TDCIS.

WP3-26 Using National and NATO SAA approved document templates, and others as might be required, the Contractor shall produce, complete and manage a full SADS in order for the respective SAA to consider TDCIS for accreditation.

WP3-27 With support from the Purchaser, the Contractor shall provide evidence and necessary documentation to the Customer Nation's National SAA, enabling TDCIS to be accredited in line with the process at Figure 1.

WP3-28 Security documentation shall include artefacts designed to enable the testing and operation of TDCIS within the Customer's National, and NATO operational domains. Certifications to be acquired are:

a. Interconnectivity to NATO Environments;

b. The Safe processing of NATO Classified Data;

c. Interconnectivity to the national PRT Environment;

d. Approval for Testing (AfT): This is to be acquired prior to the start of any verification testing at the Customer's establishment, noting that this certification is not for user testing, it is for any testing prior to operational use;

e. Approval To Operate (ATO): ATO is to be achieved prior to the start of OpTEval;

f. Approval To Circulate (ATC): This is to be achieved by completion of OpTEval.

2.3.5 SECURITY RELATED RESPONSIBILITIES

[71] Table 2-1 below summarises responsibilities related to the development of each security document given at section 9, required for security accreditation process.

[72] The column "Baseline/Guidance" lists available templates, relevant NATO Security Directives and Guidance, and similar documentation.

WP3-29 The Contractor shall undertake the work identified in the column 'Contractor Responsibility' in Table 2-1.

Table 2-1 Security Accreditation Related Responsibilities

Document	Baseline/Guidance	Contractor Responsibility (The Contractor shall:)	Purchaser Responsibility
SAP	SAP template	Develop and update SAP	Coordination with the SAA

[8] On TDCIS achieving National ATO, the residual risk(s) are transferred to the National SAA.

Document	Baseline/Guidance	Contractor Responsibility (The Contractor shall:)	Purchaser Responsibility
CIS description	CIS description template	Based on the design adjust it to the CIS description template focusing on security aspects Develop CIS description	Provide applicable documents, templates and guidance to the Contractor Review Coordination with the SAA
SRA	[AC/35-D/1015] [AC/35-D/1017] Tool for formal SRA: NATO PILAR SRA Report template	Conduct SRA Provide the inputs to the SRA per system design. Provide assets identification. Provide safeguards (technical and organizational measures – information security) identification and valuation. Develop SRA Report	Support Contractor in conducting SRA Review Coordination with the SAA
SSRS	[AC/35-D/1015]	Develop SSRS Provide technical input to SSRS	Provide SSRS template to the Contractor. Indicate SSRS sections to be completed by the Contractor. Complete remaining SSRS sections. Provide guidance to the Contractor. Review Coordination with the SAA
SecOPs	[AC/35-D/1014]	Develop Sec OPs for users and system administrators	Provide Sec OPs template to the Contractor. Indicate Sec OPs sections to be completed by the Contractor. Complete remaining Sec OPs sections.

Document	Baseline/Guidance	Contractor Responsibility (The Contractor shall:)	Purchaser Responsibility
			Provide guidance to the Contractor. Review Coordination with the SAA
STVP	[AC/35-D/2005] STVP template	Develop STVP The STVP shall refer to SSRS Develop detailed STVP test procedures Execute STVP	Provide template and guidance to the Contractor Review Coordination with the SAA Witness the testing conducted by a contractor

2.3.6 SECURITY ACCREDITATION TESTING

WP3-30 The Contractor shall conduct vulnerability and penetrative Security Testing, producing the necessary Security Test and Verification Reports (STVR) to enable the National and NATO SAA to issue a validated statement, for the approval certificates above. The STVR shall conform with Section 9.11.

WP3-31 The following instances of security testing shall be conducted in support of the accreditation process of the TDCIS:

Table 2-2 Instances of TDCIS Security Testing

Test Instance	When	Purpose
Initial security testing	Under FAT (WP2)	To verify compliance to identified CIS security requirements.
Main security testing	Under IV&V Assessment (WP5)	To verify implementation of identified CIS security requirements and associated security mechanism and check the readiness to receive Deployment Authority. These tests include Penetration Testing, Vulnerability Testing.
Supplementary security testing	During OpTEval (WP7)	To verify implementation of all those CIS security requirements and associated security mechanisms which were either not able to be verified during main security testing (for example all tests which would require interconnection in order to be executed) or where not successfully completed during main security testing.

Test Instance	When	Purpose
Additional security testing	During OpTEval (WP7)	To verify implementation of all those CIS security requirements and associated security mechanisms which were not successfully completed during all above security tests sessions. The understanding is that none or only very limited amount of security tests should be tested during additional security testing.

WP3-32 Security testing will be witnessed by the Subject Matter Expert (SME) designated by the Purchaser. The SME is to countersign respective Security Test and Verification Reports (STVR).

WP3-33 The Contractor shall complete the Electronic Security Environment (ESE) Conformance statement (ESECS) form for every TDCIS node, and provide this to the Purchaser prior to the Tempest Testing of the First Article, as part of Qualification Testing (WP2).

WP3-34 The ESECS form, for testing of the First Article, shall be released by the Contractor not later than 4 weeks prior to the tests.

WP3-35 ESECS form for the other TDCIS nodes shall be released by the Contractor as part of the deliverables.

WP3-36 The Security Test and Verification Reports (STVR) listed in Table 2-3 shall be released by the Contractor after each Test Instance identified in Table 2-2.

Table 2-3 Aft and I(SA) enablers

STVR from	In support of	To occur at
Initial Security Testing conducted during Factory Acceptance Testing (WP2) at the Contractor's premises (Factory)	AfT for System Integration Test (SIT) under IV&V Assessment (WP5)	Purchaser's premises
STVR resulting from Main Security Testing conducted during IV&V Assessment (WP5)	AfT for OpTEval (WP7)	Purchaser's premises
STVR resulting from Supplementary Security Testing conducted during IV&V Assesment (WP5) in a Customer location	Interim Security Accreditation (I(SA)) for OpTEval (WP7)	Exercise venue
STVR resulting from Additional Security Testing during OpTEval (WP7) in an exercise venue.	I(SA) for FSA	Operational Theatre

WP3-37 STVR (after the last instance of security testing at OpTEval) shall be developed and released by the Contractor not later than 4 weeks prior FSA. This is to enable issuance of updated (I)SA for the TDCIS.

WP3-38 All identified CIS security related deficiencies under Contractor responsibility shall be either fixed by the Contractor or waived by the Purchaser.

2.3.7 SECURITY DEFECTS LOG

WP3-39 The Contractor shall present a plan to the Purchaser, for the Contractor's resolution of defect log entries associated with risks preventing TDCIS accreditation. The Contractor shall not proceed to PSA until a credible plan for their making good security risks identified in the STVR by FSA, is presented to the Purchaser. All defects identified by the Purchaser within this plan shall be resolved by the Contractor, prior to the FSA.

2.3.8 GENERAL SECURITY ASPECTS

WP3-40 The Contractor's premises shall be able to handle information up to and including NATO SECRET.

WP3-41 The Contractor shall ensure that all information items used in support of the execution of the project shall be protectively marked in accordance with their content and handled accordingly.

WP3-42 The Contractor shall ensure that all Contractor and Sub-Contractor personnel that shall work for this Project, have at a minimum, a current NATO SECRET clearance as required by NATO policy.

WP3-43 The Contractor's premises employed in implementing this project shall be approved by their Government and the Customer's home Nation authority to receive, handle and store cryptographic material.

WP3-44 In accordance with NATO Security Policy, inclusive of the Directive on CIS Security, access to Cryptographic Material can only be provided on a strictly-need-to-know basis, for staff in possession of a valid/active NATO Cosmic Top Secret (CTS) security accreditation,

WP3-45 The Contractor shall follow the Purchaser site access procedure to gain access to the site for the conduct of Project business. The Contractor shall allow time in their planning to achieve this.

WP3-46 The Contractor shall liaise with and follow the Customer's project sites access procedures, in order to gain entry for project related meetings and activities.

WP3-47 The Contractor shall notify the Purchaser's PM of their attendance to Customer sites, for the purpose of project related meetings and, or activities. The Purchaser's PM is to be notified no less than 3 weeks in advance of the occasion.

2.4 CONDUCT TRAINING (WP4)

2.4.1 OVERVIEW

[73] This WP addresses the specific training requirements of this project. The purpose of these requirements is to ensure that the Contractor provides high quality training materials, courses and trainers.

[74] The objective is also to ensure that the development of training materials and courses (and also of manuals) are based on the outcomes of a task analysis and hence cover the right operation and maintenance tasks.

WP4-1 Training shall be provided on all CIS and Non-CIS components, CIS ancillaries and software, but NOT on PFE, such as crypto equipment and general use software, radio stations. However, training shall cover the system specific interfaces to any external systems (e.g. external power system) and PFE.

WP4-2 All training media, publications, plans and supporting documentation shall be the property of the Purchaser who shall pass on this training media to the end user.

WP4-3 All training material delivered under this contract shall be subject to review and approval by the Purchaser.

WP4-4 The Contractor shall deliver to the Purchaser a complete draft of all training material no later than 20 working days in advance of each course.

WP4-5 At least 2 weeks prior to the start of any course the Contractor shall provide written notification that all required training equipment and other resources are ready for the commencement of the Training Course.

2.4.2 TRAINING PLAN

WP4-6 The Contractor shall deliver a Training Plan (TP) as a part of the PIP and PMP. The TP shall be delivered in accordance with Section 4.10.

2.4.3 TRAINING NEEDS ANALYSIS

WP4-7 The Contractor shall develop for Purchaser acceptance, a Training Needs Analysis (TNA) with an appropriate Media Analysis. The Training Needs Analysis (TNA) shall be produced in accordance with the Bi-SC Directive 075-007 and in accordance with Section 4.10.

2.4.4 TRAINING COURSEWARE AND MEDIA

[75] This Section addresses the general training requirements applicable to this project. The purpose of these requirements is to ensure that the Contractor provides high quality training materials, courses and trainers. Training material and delivery shall meet the training Accreditation Requirements of the Purchaser as defined in BiSC 075-007 directive.

WP4-8 The Contractor shall provide Training Material and all related training documentation in the English language. Training shall be able to accommodate Purchaser students with an English language skill level of 2222 (STANAG 6001).

WP4-9 The Contractor shall design their training courseware and media in accordance with section 4.10.

2.4.5 INSTRUCTOR MANUAL

WP4-10 The Contractor shall deliver an Instructor Manual for Approval 3 weeks prior to the start of training. The Instructor Manual shall be in accordance with Section 4.10.

2.4.6 TRAINING COURSES

WP4-11 The Contractor shall ensure that Training Course Modules are established in a logical manner which can be passed onto the Purchaser at the end of a successful training phase; see Section 4.10.

2.4.7 TRAINING EVALUATION

WP4-12 Training evaluation is an important function of the overall training delivery, as such the Contractor shall adopt an evaluation process as per Section 4.10.

2.4.8 TRAINING TIME FRAMES

WP4-13 The Contractor shall ensure that their Training Timeframes follow the requirements as detailed in Section 4.10.

2.4.9 TRAINING LOCATIONS

The Contractor shall deliver all planned training within or in the proximity of the Customer's Portuguese establishments.

2.5 CONDUCT INDEPENDENT VERIFICATION AND VALIDATION ASSESSMENT AND PSA (WP5)

[76] The Independent Verification and Validation (IV&V) Assessment will feed the Agency Change Management Process in order to obtain authorization to integrate and deploy the PRT TDCIS on to NATO and Customer networks, also referred to as Deployment Authority. Obtaining the Deployment Authority is a pre-requisite to undergo Production (WP6).

WP5-1 The Contractor shall conduct User Acceptance Testing of Equipment (UAT(E)) within, and or, inside a 50 Km radius from the Customer's Portuguese establishment.

[77] As part of the Change Management process, the Purchaser's IV&V Assessment will start after receipt of First Articles following the completion of the Factory Acceptance Tests. Section 8 details the IV&V Assessment activities to be supported by the Contractor, consisting of:

1) System Integration Testing (SIT);
2) User Acceptance Testing (UAT);
3) Security Testing, also referred as Main Security Testing instance in WP3, including Penetration and Vulnerability Testing;
4) System Acceptance Testing, consisting of tests focused on ensuring compliance with the requirements outlined in this SOW.

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

[79] The CAB will comprise of the Purchaser's Commercial Officer, plus the Project Managers, Technical Leads, Service Delivery from the Customer, Purchaser and Supplier. The CAB will be supplemented by key Subject Matter Experts, based on the issues to be raised during the CAB event.

WP5-2 The Contractor shall be ready to support the re-run of all, or of a selected set of IV&V tests, or the execution of new tests, in support of the CAB.

[80] The Purchaser has a right to repeat the IV&V Assessment process until complete RFC package is ready and mature to start Change Advisory Board (CAB) process or additional tests if requested by CAB.

WP5-3 The Contractor shall support Purchaser's IV&V installation, assesment and Test Activities, including Purchaser performed security testing.

WP5-4 Before the IV&V Assessment, the Contractor shall perform a demonstration to verify system installation, configuration, performance and functionality. After successful demonstration, the system will be handed-over to the Purchaser's IV&V team for further evaluation.

WP5-5 The Contractor shall provide all the necessary System Specifications, Hardware i.e. Virtual and Storage capacity and Licenses, for the Purchaser to conduct the required IV&V Assessment in the Testing Environment.

WP5-6 The Contractor shall install, set up and configure the system in the Customer Environment, in preparation for the Independent Verification and Validation Assessment to be conducted under WP5.

WP5-7 The Contractor shall submit a complete build including source and object code, version description document (including issues and workarounds), including deployment and installation instructions prior to the start of the IV&V Assessment.

WP5-8 The Contractor shall provide a Batch 1 Certificate Of Conformity (CoC) for all Node Types and Trailers that shall be utilised during IV&V Assesment.

[81] The Purchaser will execute their own set of IV&V test cases and has the right to use the Contractor developed test cases during the pre-IV&V Evaluation.

WP5-9 The Contractor shall perform all or selected Factory Acceptance Tests as agreed by the Purchaser in the Customer Environment to demonstrate that the system works with its affiliate system (interoperability) and functions successfully in an Operationally Representative environment.

WP5-10 The Contractor shall perform the Performance Assessment Test in the Customer Environment as part of the IV&V Assessment.

WP5-11 The Contractor shall fix incidents found during demonstration and then handover the system to IV&V Team for further test activities.

WP5-12 After achieving Deployment Authorization of the system, the Contractor shall install and configure the system in the Customer Environment and execute further tests.

WP5-13 The Contractor shall support an IV&V Assessment and Security Testing by the Purchaser, prior to UAT(E) to ensure the system is fit-for-use for UAT(E).

WP5-14 The Contractor shall provide the technical experts on the Customer's Environment site to assist all IV&V Assessment activities.

WP5-15 The Purchaser shall provide a test environment for the Independent Verification and Validation (IV&V) Assessment, including Security Testing, that environment shall be in Portugal at a Customer location.

WP5-16 The Contractor shall be ready to support the re-run of all, or of a selected set of IV&V tests, or the execution of new tests.

2.5.1 CONDUCT USER TESTING SITE SURVEY

WP5-17 The Contractor shall carry out Site Surveys to collect information on the training, Acceptance Testing and OpTEVal Sites, then populate a Site Survey Report (SSR), covering at least the following data:

a. All the information relevant to the physical installation of the new equipment at the site;

b. Any CIS security implications (in terms of Security Accreditation) at each site, including integration and interaction with already existing cybersecurity components;

c. Points of contact, including the local SAA of the site;

d. All aspects required for:

   i. Training;

   ii. UAT(E);

   iii. OpTEVal.

e. Floor plan layouts of installation spaces (equipment rooms, corridors, offices);

f. Temporary equipment storage spaces;

g. Cabling (routing, configuration and wiring assignment);

h. Availability of electrical power and electrical power conditioning;

i. Environmental conditioning.

2.5.2 PROVIDE RELEASE PACKAGES

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

WP5-18 The Contractor shall supply the documents and media in final form listed in Table 1-1Table 2-4 below, for inclusion in the Purchaser Release Package for the RFC. These shall be provided 3 weeks before planned tests.

WP5-19 Architecture documents will be provided by the Purchaser as a part of the Release Package.

WP5-20 The Contractor shall submit a complete build including source and object code, version description document (including issues and workarounds), including deployment and installation instructions prior to the start of the IV&V Assessment.

[83] Once all the final documents required for the Release Package have been submitted and the production baseline has successfully completed the IV&V Assessment, the CAB may grant the Deployment Authorisation for the Release's distribution, i.e. the approval to deploy the TDCIS on NATO Operational targeted networks.

Table 2-4 Release Package Items

Serial	Item	Source
1	System Media (system installation executables)	Contractor
2	System Installation Instructions	Contractor
3	System User Manual (or equivalent User Documentation)	Contractor
4	Version Release Description/System Release Notes	Contractor
5	System Implementation Plan	Contractor
6	End User Licence Agreement (EULA) for embedded Open Source Software (OSS)	Contractor
7	Architecture Document - System Interface Description (NSV 1)	Purchaser
8	Unit/Component Test Report(s)	Contractor
9	First Articles Test Report	Contractor
10	Requirements Traceability Matrix	Contractor

2.5.3 INSTALL FIRST ARTICLES

WP5-21 The Contractor shall install and verify the First Articles systems in the Customer's Environment (PFE), in preparation for the IV&V Assessment.

WP5-22 The installation shall be temporary, only for the purpose of supporting these tests.

WP5-23 Installation activities shall be followed by the configuration of the systems and provisioning of services in accordance with the LLD, which shall in turn be based upon the configuration captured in WP1.

2.5.4 CONDUCT SYSTEM INTEGRATION TESTING (SIT)

WP5-24 System Integration Testing shall verify the following at the Customer's test environment:

1) Inter-nodal connectivity between PRT TDCIS nodes of the same DPOP, using different WAN bearers (SATCOM, terrestrial etc).
2) Installation, integration and operation of the related CoI onto subsystem delivered under this contract (CoI installation is under Purchaser's Responsibility), to ensure that the CoI Services can be hosted and run on the relevant module;

2.5.5 CONDUCT SECURITY TESTING

[84] Security testing is to confirm that all CIS security requirements and associated security mechanisms identified for the TDCIS have been properly implemented.

[85] Security testing will be conducted on the First Article nodes, configured to be representative of the target network/security domain, including security settings, patches, network configurations and interfacing systems and services, as

necessary to represent the live environment as viewed from the perspective of the product, system or service being tested.

[86] Security testing conducted during the IV&V Assessment is to verify implementation of identified CIS security requirements and associated security mechanism and check the readiness (from the security accreditation point of view) to SAT and enable deployment authority.

WP5-25 The Security testing shall comply with Section 2.3, specifically the STVP and STVR.

WP5-26 The STV tests shall be cross-referenced to the security specific requirements, and corresponding security design functions. This cross-referencing shall be via the Reference Traceability Matrix (RTM).

[87] For any Software, Operating Systems, Middleware, and Firmware that is submitted by the Contractor for inclusion in the AFPL, as well as for any other security-related aspect of the solution, the Change Management process requires security testing, including penetration testing and vulnerability assessment.

WP5-27 The Contractor shall ensure that all the security countermeasures detailed in SSRS and SISRs have been installed and configured for all delivered DCIS equipment.

WP5-28 The Contractor shall address and fix any issues resulting from the Penetration Testing and Vulnerability Assessment before System Acceptance Test (SAT).

WP5-29 The Purchaser shall have the right to repeat this process until all identified issues are confirmed fixed.

WP5-30 As a part of the AFPL process the Contractor shall provide personnel at the Purchasers facility in support of Purchaser Security testing, including and Penetration testing of Software, Operating Systems, Middleware, and Firmware AFPL.

WP5-31 For any hardware component or subsystem involving Software, Operating Systems, Middleware, and Firmware, penetration testing may be requested to be performed.

WP5-32 The Contractor's CIS Security Manager shall participate in the Vulnerability Assessment tests under the direction of the Purchaser.

WP5-33 Contractor's support to Vulnerability Assessment tests shall be available during the test at the Customer’s premises.

2.5.6 USER ACCEPTANCE TESTING (EQUIPMENT) ON BATCH 1 EQUIPMENT

WP5-34 The Contractor shall carry out formal training prior to the User Acceptance Testing of Equipment (UAT(E)). And that the Contractor shall document in their Training Plans and Test Plans, a pragmatic solution for a natural progression from one to the other; with that natural progression considering the most effective use of training media and actual Batch 1 Assets.

WP5-35 The Contractor shall assemble, configure and confirm that all Batch 1 Nodes, Trailers and Ancillaries are fit for purpose and ready for UAT(E).

WP5-36 The Contractor is to facilitate all the UAT(E) Enablers, ensuring as a minimum:

1) All Purchaser SME’s and necessary Customer personnel involved in the UAT(E) have been suitably trained to a commensurate standard to facilitate the testing;

2) All Test Scripts have been pre-approved by the Purchasers SME's.

WP5-37 During the UAT(E) the Contractor shall undertake a Commissioning and Acceptance (C&A) Trial within a Customer's establishment. The C&A shall be scheduled for a date convenient to all parties but not later than 1 month after delivery of the equipment and documentation to the Customer's establishment;

1) The Purchaser shall participate on a consultative nature at the C&A, with the Customer attending to observe, becoming acquainted with and receive training in TDCIS management;

2) The contractor shall provide and make available all specialist tooling with relevant documentation in support of the UAT(E).

WP5-38 The Contractor shall provide full technical assistance, equipment and materials necessary to perform the C&A Tests in accordance with the approved test plant.

WP5-39 The Contractor shall ensure that the following has been made available to the Purchaser prior to the UAT(E) and labelled with the appropriate protective marking:

a. All 'As-built' System Design Documentation;

b. All 'As-built' User & Maintainer Documentation;

c. All 'As-built' Reference Information.

WP5-40 The Contractor shall install, set up and configure the system for UAT(E).

WP5-41 Prior to the UAT(E), the Contractor shall present to the Purchaser, the set of test scripts to be followed.

WP5-42 Prior to the start of UAT(E) event, the Contractor shall achieve NATO Security Authority for Testing.

WP5-43 The Contractor, with the assistance of the Purchaser, shall utilise, as and when required, the Combined Federated Battle Laboratory Network (CFBLNet) NATO Unclassified Enclave (NUE) and PRT services.

WP5-44 The Contractor is to prepare systems for functioning within the UAT(E) for Interoperability with:

a. NATO FMN;

b. Customer National Network.

WP5-45 On conclusion of the C&A and upon acknowledgement, that material is "fit for purpose", the Contractor shall draw-up a final acceptance report; assisted by the Purchaser. If required, the report shall have an attached deficiency list indicating outstanding items that require follow up, as per the Deficiency Reporting of Section 6.3.3.

WP5-46 The Contractor shall ensure that the C&A Site and Equipment used shall be restored to its initial state at the end of the C&A at no cost to Purchaser and, or the Customer.

WP5-47 The scope of the UAT for the Admin Users shall be determined from the user functions as identified from the TNA.

WP5-48 The Contractor shall conduct and facilitate a full UAT(E) that consists of Scenario based testing, focused on validating the system as per user needs.

WP5-49 The Contractor shall develop test scenarios based on the operational phase and the type of user. The Contractor shall use Table 2-5 below as a framework to develop the testing.

Table 2-5 Framework for User Testing

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

WP5-50 On successful completion of UAT(E), the system will be ready for PSA, which will be reliant on successful completion of the verification testing carried out by the Contractor's Verification & Validation team and observed by the Purchaser:

WP5-51 The Contractor shall issue a notice of successful UAT(E) completion and recommendations for entry into Provisional Systems Acceptance.

WP5-52 The Contractor shall issue a notice of readiness for the Provisional System Acceptance.

2.5.7 MATERIAL HANDLING

[88] The DCIS systems may be deployed at locations where there are no roads or other areas which are not easily accessible. Therefore there will be no forklift trucks or other lifting equipment to handle the transit cases.

[89] In such circumstances material handling equipment is needed to dismount the equipment from the vans and to take them to the end locations where they will be set up.

WP5-53 The Contractor shall provide material handling equipment that shall allow the transport of the DCIS systems over unpaved terrain. This is especially important for the heavy transit cases.

WP5-54 There shall be 1 set of material handling per TDCIS Deployed Point Of Presence (DPOP) used for User Acceptance Testing.

2.5.8 SYSTEM ACCEPTANCE TESTING

WP5-55 System Acceptance Test shall assess the requirements for all quality characteristics, beyond security, interoperability and functionality. This will encompass requirements (e.g. Performance, Reliability, etc.) as described in Section 8.

[90] In particular, performance assessment during System Acceptance Testing is

required to measure responsiveness, effectiveness and stability under a particular workload, as well as to ensure that the TDCIS systems are behaving and generating results within specified performance criteria. Performance Testing can also serve to investigate, measure, validate or verify other quality attributes of the capability, such as scalability, reliability and resource usage. Specific forms of performance testing are throughput and speed testing, load testing and stress testing.

WP5-56 The Contractor shall run tests in order to find out the actual capacity of the different services implemented, based on the individual performance benchmark of the components specified in the SRS (as technical constraints, e.g. routers, firewalls, number of CPUs and storage, etc.).

WP5-57 The Contractor shall plan the performance test also for the purpose of reliability testing and consider the related reliability metrics in the planning of the test.

[91] Note that the System Acceptance Test during the IV&V Assessment does not imply PSA or FSA.

2.5.9 PROVISIONAL SYSTEMS ACCEPTANCE

WP5-58 Before PSA, the Contractor shall provide a Pre-PSA Report with the failures and corrective actions applied during the site activation and operation period including any baseline changes.

WP5-59 Before PSA, the Contractor shall update any system configuration baseline and documentation resulted from the changes during the operation of these systems. The Contractor shall deliver the updated baseline with the rest of the PSA deliverables.

WP5-60 The Contractor shall issue a notice of successful PSA completion and recommendations for entry into an Operational Technical Evaluation.

WP5-61 The Contractor shall provide a Batch 1 Certificate Of Conformity (CoC) for all Node types; i.e. OpTEVal Ready.

[92] The Provisional Systems Acceptance (PSA) will form the Product Baseline for Batch 1 TDCIS and the following Batches 2 and 3.

2.6 PROVIDE PRODUCTION UNITS (WP6)

2.6.1 PROVIDE LICENSES

WP6-1 The Contractor shall provide all software licenses necessary for Batch 1, 2 and 3 equipment, and these can be provided on a batch by batch basis.

WP6-2 The Contractor shall ensure that any Hardware or Software Licensing procured for TDCIS are procured for the Customer’s consumption, noting that when the TDCIS Batch 1, 2 and 3 reaches a handover status, no additional licensing or unplanned permission sets shall be attributed.

WP6-3 Where commercially available, perpetual licenses shall be procured and delivered under this Contract.

[93] Any software listed as PRT National Software will be provided as PFE for the Contractor to implement and integrate.

WP6-4 Licenses shall encompass but shall not be limited to:

a. Any software images running on active network components, i.e routing, switching, bridging and data diode components;

b. Any software images (e.g. hypervisors, operating systems) and applications running on compute and storage components;

c. Any software images and applications, including the static and deployable staging systems;

d. The Operating System (OS) of any workstations delivered with the First Articles;

e. The OS of the system administer workstations delivered with the First Articles;

f. Voice over Internet Protocol (VoIP) licenses for phone appliances delivered with the First Articles Small Team Nodes.

2.6.2 CONDUCT BATCH 2 AND 3 FACTORY ACCEPTANCE TESTING

[94] Factory Testing encompasses the tests to verify that all production units comply with the specifications. The FAT will be the factory acceptance of all TDCIS Batch 2 & Batch 3 Assets prior to being shipped to the Customer. The Customer should receive fully configured assets.

[95] Any software listed as Customer National Software will be provided as PFE for the Contractor to implement and integrate.

WP6-5 Factory Testing is applicable for each production unit and shall consist an agreed subset of the Factory Acceptance Testing test cases.

WP6-6 The Batch 2 and 3 FAT Reports shall be issued to the Purchaser within 1 week of FAT completion. A successful FAT will be a pre-condition to approve the shipment of equipment to the PRT Customer.

2.6.3 PROVIDE SYSTEM DOCUMENTATION

WP6-7 As part of the Batch 1, 2 and 3 deliverables, the Contractor shall provide the System Documentation, in keeping with the processes at Section 5. These documents are to include:

g. As-built (including 3D digital models);

h. Operations Manuals;

i. Maintenance Manuals;

j. Technical Documentation;

k. COTS documentation;

l. ESECS.

2.6.4 PROVIDE BATCH 2 PRODUCTION UNITS

[96] The Factory Acceptance Test (FAT) will be for the factory acceptance of all TDCIS Batch 2 Assets prior to being shipped to the PRT Customer.

WP6-8 The Contractor shall ensure that Batch 2 Nodes, as given at Table 1-2, are manufactured, built, assembled and made ready for Factory Acceptance Test (FAT).

WP6-9 The Contractor shall Supply all Batch 2 Equipment.

WP6-10 The Contractor shall assemble all Batch 2 Equipment.

WP6-11 The Contractor shall conduct a Phased Batch 2 Factory Acceptance Testing (FAT), to the Purchaser's acceptance.

WP6-12 The Contractor shall provide all 'as-built' documentation.

WP6-13 The Contractor shall provide and apply Batch 2 NATO Codification and a CoC.

WP6-14 The Contractor shall Deliver all Batch 2 Equipment to the Customer's site.

WP6-15 The Contractor shall ensure that the Customer receives fully configured Systems at node state.

WP6-16 The Contractor shall support the Service Transition of all Batch 2 Systems.

2.6.5 PROVIDE BATCH 3 PRODUCTION UNITS

[97] The Factory Acceptance Test (FAT) will be the factory acceptance of all TDCIS Batch 3 Assets prior to being shipped to the PRT Customer.

WP6-17 The Contractor shall ensure that Batch 3 Nodes are manufactured, built, assemble and made ready for FAT. The Contractor shall ensure that the Customer receives fully configured Systems.

WP6-18 The Contractor shall Supply all Batch 3 Equipment.

WP6-19 The Contractor shall assemble all Batch 3 Equipment.

WP6-20 The Contractor shall conduct a Phased Batch 3 FAT, to the Purchaser's acceptance;

WP6-21 The Contractor shall provide all 'as-built' documentation.

WP6-22 The Contractor shall provide Batch 3 NATO Codification and CoC.

WP6-23 The Contractor shall Deliver all Batch 3 Equipment to the Customer's site;

WP6-24 The Contractor shall ensure that the Customer receives fully configured 3 Systems.

WP6-25 The Contractor shall support the Service Transition of all Batch 3 Systems.

2.6.6 SHIPMENT OF PRODUCTION UNITS

WP6-26 The Contractor shall ship the Batch 2 and 3 production units as per the SSS.

WP6-27 The Contractor shall be responsible for shipping any elements affected by deficiencies back to factory, following SAT and before PSA can be declared and OpTEval can commence.

WP6-28 The Contractor shall be responsible for shipping any elements affected by deficiencies back to factory, following OpTEval and before FSA can be declared and the systems can be handed over to the end-users.

WP6-29 Shipping of rectified production units shall adhere to the requirements in IPS Section 4.8 and at no expense to the Customer and, or the Purchaser.

2.6.7 FINAL SYSTEMS ACCEPTANCE

WP6-30 Before Final Systems Acceptance (FSA), in parallel with the Batch 2 and 3 deliveries, the Contractor shall update the user documentation (deployment, system, operation, maintenance and reference manuals), if there are any missing and incorrect information spotted during OpTEVal.

WP6-31 After all Batch 1, 2 and 3 Equipment's are accepted by the Purchaser, and after the Service Transition is complete, an FSA may be carried out.

2.7 SUPPORT OPERATIONAL TEST & EVALUATION (WP7)

2.7.1 SHIPMENT OF BATCH 1 FIRST ARTICLES TO OPTEVAL LOCATION

[98] Upon Purchaser's approval of the PSA Report and notice of readiness, the Customer's Staff will relocate all Batch 1 Assets to the OpTEVal location.

[99] A pre-requisite for System Integration is to have received the Deployment Authority which entails obtaining an (Interim) Security Accreditation (I(SA)) from the Customer Nation's SAA. I(SA) is also a condition for service provisioning to occur.

WP7-1 The Contractor shall be responsible for the provision of consultative support[9] for the Batch 1 Assets transitional relocation to the OpTEVal location, which is detailed within the SSS.

2.7.2 CONDUCT OPTEVAL SITE SURVEY

WP7-2 The Contractor shall conduct a Site Survey at the OpTEVal location, the Site Survey shall adhere to the site survey requirements in Section 2.5.1.

WP7-3 The Site Survey Report (SSR) shall be delivered to the Purchaser for review and acceptance following the document requirements at Section 5, not later than 2 weeks following the Site Survey.

2.7.3 SUPPORT TO THE OPTEVAL

[100] The OpTEval will be conducted by the Purchaser with preparation of equipment in a Customer location; with preparation of equipment in a garrison location, deployment to outdoor environment, installation of the PRT TDCIS systems and continuous operation of these assets, introduction of fault scenarios, finishing with the redeployment of the system back to the garrison location and its reconfiguration back to Node state.

[101] OpTEval occurs after the system has been granted PSA and Interim Security Accreditation (I(SA)).

[102] Successful completion of OpTEval is a condition to achieve Final System Acceptance.

[103] The OpTEVal is to be carried out using Batch 1 Equipment, when the TDCIS is expected to:

a. Demonstrate that the TDCIS is Fit for Purpose, by placing it in the hands of the Operational Users to verify that the Operational Acceptance Criteria (OAC) are fulfilled through scenario-based testing;

b. Verify that the training delivered under WP4 is fit for purpose;

c. Verify that documentation has been delivered and can be effectively used to operate and support the system in the field;

d. Verify integration with additional PFE not involved in previous test instances,

[9] Providing informal assistance and information to Customer staff during execution of OpTEval

including interaction with the Operational Users;

e. Verify that the system interoperates with other PRT and NATO assets.

[104] The OpTEval will consist of following steps:

a. Planning;

b. Preparation;

c. Deployment;

d. OpTEval Execution;

e. Redeployment;

f. Finalisation.

WP7-4 The Contractor shall provide a Batch 1 Certificate Of Conformity (CoC) for all Node Types and Trailers that shall be utilised during OpTEVal.

WP7-5 OpTEVal shall be interoperable with the already selected Customer National and NATO FMN systems.

WP7-6 The Contractor shall provide on-site SME support during OpTEVal.

WP7-7 In case of a critical failure during OpTEval, the Contractor shall fix the failure and restore the system within a maximum of 4 hours.

WP7-8 To minimise the down-time effecting TDCIS operational availability, the Contractor shall keep all critical spare parts on-site during throughout the OpTEval period.

WP7-9 The Contractor shall apply the formal Change Management process for the fixes requiring the change of the approved baseline. The Contractor shall update the system configuration baseline and documentation resulted from the changes during or resulted from OpTEval. The Contractor shall deliver the updated baseline before FSA

WP7-10 The Contractor shall support, through a consultative regime an Operational Technical Evaluation (OpTEVal) in consideration of the following:

1) Whilst a Customer responsibility, the OpTEVal is a part of the overall Validation process;

2) OpTEVal shall validate the TDCIS Capability, illustrating that it is fit for purpose, meeting all business and operational requirements;

3) The Purchaser will provide the Customer Field Exercise Plan (FEP), detailing what is to be performed on OPTEVAL by trained PNA personnel;

4) With consultative support from the Purchaser and Contractor, the Customer will conduct the OPTEVAL at Sta Margarida Army Compound, inside a Tactical environment suitably replicating the conditions of a NATO Deployed operation;

[105] The Purchaser will witness the OpTEVal evolution in close proximity.

WP7-11 The Contractor shall ensure during OpTEVAL that the following is carried out:

a. Correcting faults discovered during the exercise;

b. Amending all documentation impacted by corrective work;

c. Updating all training and associated documentation, impacted by corrective work.

WP7-12 The Contractor shall ensure that during the OpTEVal the system's stability remains operational with no service outages. (This excludes outages caused by Purchaser Furnished Services)

WP7-13 During the above mentioned steps the Contractor shall:

a. Provide advice to the Purchaser on the functionality and capability of the TDCIS Nodes;

b. Provide expertise on any different sites of the whole OpTEval (in garrison, in the field) and witness the whole process;

c. The Purchaser has the right to conduct User Test as part of OpTEval. Prior to the OpTEval, the Users will provide scenarios to be tested, and the Purchaser will create test plans that will be shared with the Contractor.

[106] The Purchaser has the right to conduct User Test as part of OpTEval. Prior to the OpTEval, the Users will provide scenarios to be tested, and the Purchaser will create test plans that will be shared with the Contractor.

WP7-14 The Contractor shall support Purchaser-conducted series of User tests at CIS and Network level, which will be minimum of one week long.

[107] The OpTEval will include testing interfaces to other Customer assets, which will be configured and operated by the Purchaser in support to the tests.

[108] During the OpTEval, the equipment will be operated by trained Customer personnel.

[109] As part of OpTEval, all equipment will be delivered in mission-specific state.

[110] The OpTEval will be performed in a tactical training environment suitably replicating the operational conditions of a NATO deployed operation to the greatest extent possible.

WP7-15 Either just before or as the part of the OpTEval, the Contractor shall conduct Additional Security Testing in accordance with the SAA-approved STVP. This is to verify the successful implementation of all those CIS security requirements and associated security mechanisms that were not successfully completed during previously conducted security testing instances.

[111] Depending on the results for the previous security testing instance(s), none or only very limited amount of security tests should be tested during additional security testing.

WP7-16 Security Test and Verification Reports (STVR) shall be developed and released by the Contractor one week after completion the Additional Security Testing but not later than 4 weeks prior FSA. This is to enable issuance of (I)SA for the TDCIS.

WP7-17 The Contractor shall be responsible for the Operational and Maintenance (O&M) support of the system throughout the OpTEval's full duration, as follows:

a. 2 weeks of hands-on training to prepare the users who will conduct the OpTEval;

b. 2 weeks for setting up the system at the OpTEval locations. This duration could change subject to the amount of effort estimated by the Contractor;

c. 3 weeks of OpTEval, including User Tests;

d. 1 week (back-up).

WP7-18 The Contractor shall be responsible for correcting the faults founds during the test and amending, if necessary, the corresponding documentation and any other documentation (including training) affected by those changes.

WP7-19 The Contractor shall ensure the system remains fully operational with no service outages greater than 60 minutes occurring during each working day.

WP7-20 The Contractor shall plan the support concept for OpTEval accordingly with the Support Requirements provided in Section 4.12. The Contractor shall provide Subject Matter Experts (SME) onsite over the OpTEval period and resolve major issues outside of normal working hours, working overnight if required.

WP7-21 The Contractor shall maintain a logbook recording any significant event for the acceptance and final testing. The logbook shall contain, as a minimum, the details of the test executed, their ratings, deficiencies noted, test duration, and important remarks.

WP7-22 The Contractor shall provide technical support to the Purchaser for configuring and readying the TDCIS system for testing. Contractor support will be sought for the following:

1) Verifying that the TDCIS system (preconfigured in its mission-specific state) is able to meet the notice to move of 5 days, i.e. patching and initial functional testing activities shall not require more than 5 days;

2) Testing services following FMN design and principles where applicable, based on the service requirements as defined for the corresponding NRF during the corresponding exercise planning cycle. The Purchaser will provide the service requirements to the Contractor whenever available;

3) Testing of Customer of Interest (CoI) services shall be in accordance to the exercise Steadfast Cobalt verification and validation (V&V) approach. The focus of the CoI V&V will be testing the ability of the TDCIS to support the end-to-end provision of the service (e.g. including all the underlying communication services, firewalls, etc.) between the nodes and external services (i.e. nations). The Purchaser will share the applicable Steadfast Cobalt V&V approach when available, after Contract Award.

[112] Successful completion of the OpTEval will be a contribution to the Final System Acceptance (FSA)

WP7-23 The Contractor shall issue a notice of readiness for the Final System Acceptance.

WP7-24 The Contractor shall support the Service Transition of all Batch 1 Systems.

3 PROJECT MANAGEMENT

[113] The goal of the Contractor's project management is to guide the project through a controlled, well-managed, visible set of activities to achieve the desired results.

[114] The Project will be managed and be subject to review by the Purchaser, who will be represented by the NCI Agency Project Management Team (PMT). This team will include relevant NCI Agency personnel (Contracting Officer, Project Manager, Project Engineers, Subject Matter Experts, Independent Verification and Validation engineers).

MNG-1 In advance of their occurrence, the Contractor shall identify potential problems and associated risks, with mitigating actions to be presented to and agreed by the Purchaser.

MNG-2 In the event problems identified to the Purchaser do occur, the Contractor shall propose to the Purchaser for consideration and acceptance, contingency measures for resolution of the incidents. Contingency measures are to minimise impact on the project's critical path of implementation.

3.1 CONTRACTORS PROJECT MANAGEMENT ORGANISATION

MNG-3 The Contractor shall establish a project management organisation and maintain a Project Management Office (PMO) to perform and manage all efforts necessary to meet all thier responsibilities under this Contract.

MNG-4 The Contractor shall provide all necessary manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the project, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project.

MNG-5 The Contractor shall use PRINCE2 or a similar and internationally recognised Project Management methodology for the direction, governance and management activities for the entire project.

MNG-6 The Contractor shall ensure that the personnel identified below are considered as Key Personnel:

1) Project Manager;
2) Technical Lead;
3) Test Director;
4) IPS Manager;
5) Training Manager;
6) Configuration Manager
7) Quality Manager;
8) CIS Security Manager.

MNG-7 The Contractor shall ensure that Suitably Qualified and Experienced Personnel (SQEP) fill the Key Personal roles above, throughout the whole life of the project, and in accordance with, as a minimum, the Appendix Table 3 seen in Appendix D.

MNG-8 The Contractor shall provide the Purchaser with Curriculum Vitae (CV) for each member of their staff assigned to this contract for review.

MNG-9 The Contractor shall ensure staff reviewed and selected for this project are in place and available on Contract Award.

MNG-10 The Contractor shall ensure all their staff assigned to this project has suitable security clearance for working within Customer and Purchaser establishments, before they start work on the project.

[115] The Purchaser's Project Manager (PM) will act as the Purchaser's representative and will be the primary interface between the Contractor and Purchaser after the EDC.

MNG-11 The Contractor`s Project Manager shall be prepared at all times to present and discuss the status of Contract activities with the Purchaser's Project Manager, Contracting Officer, and/or Technical Lead.

MNG-12 The Contractor`s Project Manager shall have experience managing projects similar to this project in technical and financial scope.

MNG-13 Key personnel on the Contractor side shall actively liaise with Purchaser's personnel with equivalent roles, as required.

MNG-14 The Purchaser's Quality Manager shall report to a separate manager within the Contractor's organisation at a level equivalent to, or higher than the Project Manager.

MNG-15 The Contractor shall consult regularly with the Purchaser to ensure that project management practices are compatible, meet their joint requirements and are tailored to meet the requirements of the project.

MNG-16 All documentation produced under this Contract shall follow the document convention and format as detailed in Section 5.

MNG-17 Unless otherwise stated documentation shall follow the review process under Section 5.

3.2 PROJECT MANAGEMENT DOCUMENTATION

3.2.1 PROJECT MANAGEMENT PLAN

MNG-18 The Project Management Plan (PMP) shall describe how the Contractor will implement the totality of the project, including details of the project control that will be applied.

MNG-19 The PMP shall describe how the Contractor shall implement project/contract administration, including details of the controls that shall be applied to supervise Sub-Contractor performance.

MNG-20 The PMP shall provide sufficient detail to allow the Purchaser to assess the Contractor's plans and capabilities in implementing the entire project in conformance with the requirements specified.

MNG-21 After approval by the Purchaser, the final version of the PMP shall be the official document against which the Contractor is expected to conduct the performance of the Contract. The approved PMP shall however not supersede the Contract, and the Schedule of Supplies and Services (SSS) in particular.

MNG-22 The PMP shall describe the Contractor's organisation, assignment of functions, duties, and responsibilities, management procedures and policies, and reporting requirements for the conduct of contractually-imposed tasks, projects, or programmes.

MNG-23 The PMP shall identify all major Contractor operating units and any SubContractors involved in the development of System and a description of the portion of the overall effort or deliverable item for which they are responsible.

MNG-24 The PMP shall cover all aspects of the project implementation, including the Contractor's project management structure and project control processes, personnel assignments, and external relationships necessary to provide the System as required by this Contract.

MNG-25 The Contractor shall ensure that the PMP remains current throughout the duration of the Project to reflect the actual state of the Contractor's organisation and efforts, and maintain a current copy on the Collaborative Environment.

MNG-26 The Contractor shall maintain the baseline version of the PMP on the Collaborative Environment.

MNG-27 The Contractor shall brief any changes to the PMP at all Project Review Meetings.

MNG-28 The PMP shall cover at least the following areas:

1) Project organisation:
   a. Internal structure, including a project organisational diagram;
   b. Roles and responsibilities of each organisational unit;
   c. Key personnel, their qualifications, and their responsibilities;
   d. Organisational boundaries between the project organisation and the parent and subcontracted organisations.
2) Project management processes:
   a. A description of the Contractor's project management methodology and approach to be used for this project;
   b. Project start-up, including staffing, basis of cost and schedule estimates, and project infrastructure;
   c. Project control, including monitoring, reporting of work packages.
3) Communications management, including the Collaborative Working Environment and its establishment, maintenance and use; Project Progress Reports; Project Checkpoint Reviews; and all other communications with the Purchaser and Sub-Contractors;
4) Lessons Learned management, including the identification, reporting, and logging of lessons learned in a Lessons Learned Log;
5) Security management:
   a. Security management, including personnel and facility security;
6) Purchaser involvement:
   a. Purchaser involvement via Joint Reviews, informal meetings, reporting, modification and change, implementation, verification, approval, acceptance and access to facilities;
   b. Expected Purchaser Furnished Equipment and associated timelines;
   c. Delivery procedures for the documentation and the products. This includes control of Purchaser Property, export control process.

7) Subcontracting plan demonstrating that the Contractor can effectively manage, monitor and control the sub-Contractors and that the sub-Contractors will agree to abide by the requirements of the prime Contract as pertains to flow-down provisions.

3.2.2 PROJECT IMPLEMENTATION PLAN

MNG-29 The Project Implementation Plan (PIP) shall describe how the Contractor shall implement project/contract administration.

MNG-30 The PIP shall consider all project implementation aspects, which include management provisions, facilities, schedules, personnel assignments, external relationships and project control.

MNG-31 The PIP shall provide sufficient detail to allow the Purchaser to assess the Contractor's plans and capabilities in implementing the entire project in conformance with the requirements specified.

MNG-32 The Contractor shall ensure that the PIP accurately reflects Contractor’s plans for the full duration of the period of performance of the Contract.

MNG-33 After approval by the Purchaser, the final version of the PIP shall be the official document against which the Contractor is expected to conduct the performance of the Contract. The approved PIP shall however not supersede the Contract, and the Schedule of Supplies and Services (SSS) in particular.

MNG-34 The content of the plans in PIP is described in detail in the related sections of this SOW.

MNG-35 All plans in the PIP above involve a sequence of activities. For each major activity, the plan shall at least provide the following information:

1) Timeline of the activity
2) Locations where the activity will take place;
3) Methodology and processes followed to implement the activity;
4) Actors involved in the activity, covering:
    a. On the Contractor's side, both prime and Sub-Contractors, with detailed information on the roles and responsibilities of each;
    b. On the Purchaser's side, required players and description of how they will engage in the activities and with the actors on the Contractor's side.
5) Information required from the Purchaser for the activity to take place;
6) Documentation tree and deliverables for the activity, where applicable;
7) Review and acceptance process of the documentation above, where applicable.

MNG-36 In all plans of the PIP, the Contractor’s proposed timelines shall be commensurate and contingent upon the nature of the risks relevant to the efforts concerned, as identified in the Risk Management Plan.

MNG-37 All plans in the PIP shall provide:

1) Tables listing activities and dates, as tabular version of the Gantt charts;
2) Lists of deliverables under each plan (in turn mapped to CLIN numbers).

MNG-38 All plans in the PIP shall contain a mechanism to visually track the changes in any of the artefacts above, throughout the various revisions of the PIP. Alternatively, the changes can be item ised in Release Notes or similar (in tabular form).

MNG-39 The PIP shall cover all aspects of project implementation including management, schedules, personnel assignments and Project Controls, necessary to provide the TDCIS capabilities, as required by this SOW.

MNG-40 The PIP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor's plans, capabilities, and ability to satisfactorily implement the entire Project in conformance with the requirements as specified in this SOW.

MNG-41 The Contractor shall produce Draft PIP. The Draft PIP shall address all comments received at Contract Award.

MNG-42 The Draft PIP shall be reviewed during SRR.

MNG-43 The Contractor shall continue to update the Project Implementation Plan (PIP) produced and delivered at the time of the Bid, until FSA.

MNG-44 The Contractor shall ensure that the PIP accurately reflects Contractor's plans for the full duration of the period of performance of the Contract.

MNG-45 The PIP shall bundle the following products:

1) Product Breakdown Structure (PBS);
2) Project Work Breakdown Structure (PWBS);
3) Project Master Schedule (PMS);
4) Risk Management Plan, including Risk Log;
5) Issue Management Plan, including Issue Log.

MNG-46 The Contractor shall provide the following Plans specific to specialist areas. The Contractor may want to include these in the PIP, but as a separate section:

1) System Design Plan (SDP);
2) Security Accreditation Plan (SAP);
3) System Installation Plan (SIP);
4) Project Master Test Plan (MTP);
5) Documentation Plan (DP);
6) Integrated Product Support Plan (IPSP);
7) In Service Support Plan (ISSP);
8) System Safety Program Plan (SSPP);
9) Configuration Management Plan (CMP);
10) Quality Assurance Plan (QAP).

MNG-47 The draft PIP version shall be provided to the Purchaser for review and acceptance within four (4) weeks after Effective Date of Contract (EDC). The PIP will be reviewed by the Purchaser and comments submitted to the Contractor no later than five (5) working days after receipt.

MNG-48 PIP final version shall be provided to the Purchaser six (6) weeks after Effective Date of Contract (EDC). The approval of the PIP and of any updated plan of the PIP by the Purchaser signifies that the Purchaser considers the plan to be a logical

and satisfactory approach to the management of the required activities, based upon the information provided by the Contractor.

MNG-49 The approval of the PIP shall in no way relieve the Contractor from their responsibilities to satisfy the contractual and technical requirements of this Contract. The requirements of the Contract supersede the statements of the PIP in the case of any conflict, ambiguity or omission.

MNG-50 The PIP shall be updated 2 weeks prior to every Project Review Meeting, up to CDR, at which time the PIP shall become final.

MNG-51 From CDR onwards, the following plans shall be updated by the Contractor as appropriate throughout the duration of the contract, beyond the time of release of the Final PIP:

1) Project Master Test Plan;
2) Documentation Plan;
3) Integrated Product Support Plan;
4) Training Plan (TRNP);
5) In Service Support Plan (ISSP);
6) System Safety Program Plan (SSPP); and
7) Configuration Management Plan (CMP).

MNG-52 Each revision of the PIP shall entail a revision of each of the plans.

MNG-53 Any revisions of the PIP shall be subject to Purchaser approval.

3.2.2.1 PRODUCT BREAKDOWN STRUCTURE

MNG-54 The PBS shall identify the physical outcomes of the project. It shall define all the products that the project has to produce. The product breakdown structure shall show the scope broken down in a hierarchical manner and at a sufficient level to ensure a clear understanding of the product and its status. It shall identify all components of the system, hardware and software, the Infrastructure, the Service, and documentation required by the Contract.

MNG-55 Each constituent sub-product shall be related to a precise sub-set of the System Requirements Specification (SRS) and be identifiable to the Contract (SSS).

MNG-56 The Product Description shall be sufficient to understand the purpose and function of the product and the level of quality required of the product.

MNG-57 The PBS shall include the percentage of accomplishment for each sub component. This status shall be included in the highlight reports.

MNG-58 The Contractor shall provide the initial baseline version of the PBS within four weeks after WP1 PDR.

MNG-59 The PBS shall be put under Configuration and Change Control.

3.2.2.2 PROJECT WORK BREAKDOWN STRUCTURE

MNG-60 The Contractor shall establish and maintain a Project Work Breakdown Structure (PWBS).

MNG-61 The Contractor shall capture 100% of the work defined by the project scope, as well as all deliverables in terms of the work to be completed, including project management, in the PWBS.

MNG-62 The Project Work Breakdown Structure shall include:

1) The definition of all the work packages and the relationship between the work packages and the end product;

2) The description of the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors;

3) For each work item its location, duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for Purchaser support;

4) The PWBS shall include a PWBS Dictionary that identifies for each work item its duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for the Purchaser support.

MNG-63 The Contractor shall not change the PWBS or PWBS Dictionary without the approval of the Purchaser.

3.2.2.3 PROJECT MASTER SCHEDULE

MNG-64 The Contractor shall establish and maintain a Project Master Schedule (PMS).

MNG-65 The PMS shall contain all Contract events and milestones, including Contract-related Purchaser activities and events (e.g., Purchaser reviews, provision of specific Purchaser-furnished items).

MNG-66 The PMS shall identify, when PFE are required throughout the Project life so that it can be implemented/integrated in a timely fashion.

MNG-67 All Contractor and Purchaser activities and milestones related to Integrated Product Support (IPS), Configuration Management (CM) and Quality Assurance (QA) shall be identified and included in the PMS.

MNG-68 The PMS shall provide the duration, sequence, and resource effort to deliver tasks providing a realistic assessment of the scope of work involved.

MNG-69 The PMS shall include the delivery dates for all products identified in the SSS.

MNG-70 The PMS shall correlate with the PWBS and also be traceable to performance and delivery requirements of this SOW.

MNG-71 The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource (including person-day) requirements for each work item.

MNG-72 The PMS shall identify the progress for each task.

MNG-73 The PMS shall include the delivery dates for all management products (e.g., project plans, design documents, Project Progress Reports), including at least the initial submission, the review cycles and the final delivery.

MNG-74 The PMS shall include activity network, activity Gantt, milestone, and critical path views of the project schedule.

MNG-75 The PMS shall be based on Microsoft Project 2010. Any changes to this version shall be approved by the Purchaser.

3.2.2.4 RISK MANAGEMENT

MNG-76 The Contractor shall establish a risk management process and perform risk management throughout the period of performance of this Contract.

MNG-77 The Contractor's Risk Management process shall enable and define identification of all types of risks, evaluation and prioritization of each risk, definition of proposed response strategy, owner and actions and suggested monitor and control mechanisms.

MNG-78 The Contractor shall provide objective evidence, that risks are considered during planning, including but not limited to Risk Identification, Risk analysis, Risk Control and Risk Mitigation.

MNG-79 The Contractor shall establish a Risk Management Plan (RMP).

MNG-80 The Contractor shall document, update and maintain status of all risks in the Risk Log, as an Annex to the RMP.

MNG-81 The Contractor shall update the Risk Log at minimum on a monthly basis and upload it on the Collaborative Environment in a format agreed with the Purchaser.

MNG-82 The Contractor shall brief the Risk Log at all Project Progress Meetings and Design Reviews.

MNG-83 The RMP shall be developed by establishing and maintaining a strategy for identifying, analyzing, and mitigating risks.

MNG-84 The risk management strategy shall address the specific actions and management approach used to apply and control the risk management program. This shall include identifying the sources of the risk, the scheme used to categor ise risks, and the parameters used to evaluate.

MNG-85 The RMP shall be under configuration control.

MNG-86 The RMP shall include:

1) Risk Management processes and measurement methodology;
2) Key Risk Categories;
3) Risk Prioritization Matrix;
4) Risk Management organisation, roles and responsibilities;
5) Requirements for communicating risks and risk status with the Purchaser;
6) Risk Log.

MNG-87 The Risk Log shall list all the risks, and indicate for each one the following information (but not limited to):

1) Risk identifier: unique code to allow grouping of all information on this risk;
2) Description: brief description of the risk;
3) Risk category (e.g. management, technical, schedule, quality and cost risks);
4) Impact: effect on the project if this risk were to occur;
5) Probability: estimate of the likelihood of the risk occurring;
6) Risk rating (High, Medium, Low);
7) Proximity: how close in time is the risk likely to occur;

8) Response strategy: avoidance, mitigation, acceptance, transference;

9) Response plan(s): what actions have been taken/will be taken to counter this risk;

10) Owner: who has been appointed to keep an eye on this risk;

11) Author: who submitted the risk;

12) Risk Stakeholders;

13) Date identified: when was the risk first identified;

14) Date of last update: when was the status of this risk last checked;

15) Status: e.g. closed, reducing, increasing, no change.

3.2.2.5 ISSUE MANAGEMENT

MNG-88 The Contractor shall establish and maintain a process for identifying, tracking, reviewing, reporting and resolving all project issues.

MNG-89 The Contractor shall establish and implement a quality/product assurance Issue Tracking System (ITS) to ensure prompt tracking, documentation and correction of problems and deficiencies, during the lifecycle of the Contract.

MNG-90 The Contractor shall propose an Issue Management Plan (IMP)

MNG-91 The Contractor shall develop and maintain an Issue Log where all project issues are recorded and tracked regardless of their status, as an Annex to the IMP.

MNG-92 The Contractor shall update and maintain the Issue Log throughout the period of performance of this Work Package.

MNG-93 The Contractor shall update the Issue Log at minimum on a monthly basis on the Collaborative Environment in a format agreed with the Purchaser.

MNG-94 The Contractor shall brief the Issue Log at all Project Review Meetings and Design Reviews.

MNG-95 The IMP shall outline the general processes and techniques to monitor, control, report the issues affecting the project both in technical and administrative terms in all phases of the project. The IMP shall be under configuration control.

MNG-96 The IMP shall include:

1) Issue Management processes (identification, reporting, assessment, and logging of project issues);

2) Issue Log.

[116] A Project Issue is anything that affects the Project, either detrimental or beneficial (e.g. problem, error, anomaly, risk occurring, query, change in the project environment, change request, off-specification).

[117] In accordance with PRINCE2 an issue is defined as, “a relevant event that has happened, that was not planned, and requires management action”. It can be any concern, query, and request for change, suggestion or off-specification raised during a project. Project issues can be about anything to do with the project”.

MNG-97 The Issue Log shall comprise the following information (but not limited to):

1) Project Issue Number;

2) Project Issue Type (Request for change, Off-specification, general issue such as a question or a statement of concern);
3) Author;
4) Date identified;
5) Date of last update;
6) Description;
7) Action item/Decision;
8) Responsible person (individual in charge of the action item);
9) Suspense date (Suspense date for the action item);
10) Priority;
11) Status.

MNG-98 The Issue Log shall be maintained in a format where sorting and filtering of issues is possible.

MNG-99 The ITS shall implement a lifecycle (status, responsibilities, relationship to affected Contract requirements, if applicable, and due dates) for each recorded deficiency.

MNG-100 If the Contractor becomes aware at any time before acceptance by the Purchaser that a deficiency exists in any supplies, the Contractor shall log it in the ITS, coordinate with the Purchaser and promptly correct it.

MNG-101 The Contractor shall demonstrate that all deficiencies are solved / closed before product acceptance.

MNG-102 When the Contractor establishes that a Purchaser Furnished Equipment (PFE) product is unsuitable for its intended use, it shall immediately report to and coordinate with the Purchaser the remedial actions to be taken.

MNG-103 The Contractor shall ensure that only acceptable products, intended for delivery, are released. The Purchaser reserve the right to reject non-conforming products.

3.2.3 COMMUNICATION PLAN

MNG-104 The Contractor shall submit a Communication Plan (CP) that shall describe:

1) How the communication with the Purchaser, in a collaborative manner, will be carried out to ensures a successful project;
2) How the Contractor shall facilitate and chair its varying workshops and meetings, including the pre/post-event activities the Contractor will be responsible for;
3) The Contractors PMP shall define this communication plan and the kick-off-meeting will determine how that way-of-working matures for the project. The Communication Plan will cover:
4) There will be both formal deliverable meetings and a day-to-day interaction where the Purchaser's PM will be in communication with the Contractor's PM thus ensuring any problems or opportunities can be acted upon in a timely manner.
5) Any Contractor communications regarding the execution of this project shall only be conducted with the Purchaser's PM, who shall ensure that relevant stakeholders and Points of Contact (PoC) are notified.

6) No third party outside of the TDCIS project organisation shall be offered and, or accept any guidance, instruction, or information regarding the project, unless it comes from the Purchaser's PM.

3.2.4 PROJECT MASTER TEST PLAN (MTP)

MNG-105 The Contractor shall deliver a Master Test Plan (MTP) and the MTP shall comply with SOW Section 8.3.1.

MNG-106 The MTP shall describe how the Contractor:

1) Shall deliver all the necessary tests, inspections and demonstrations;
2) Intends to deliver its test strategy;
3) Facilitate and chair its MTP workshops and meetings;
4) Activities will be delivered for system verification;
5) Shall deliver the commissioning and acceptance process;
6) Shall support the capability evaluation activities of OpTEVal;
7) Shall support the transition to service of Batch 1, 2 and 3;
8) Shall document and provide notification of entry and exit to each test transition;
9) How certification shall be obtained from the relevant authority.

3.2.5 SERVICE TRANSITION PLAN

MNG-107 Utilising the principles of ITIL v4, the Contractor shall produce a Service Transition Plan (STP), presenting it to the Purchaser 2 months before the start of the FSA.

MNG-108 The STP shall cover:

1) The relevant IPS aspects (e.g. PSDB and CSDB) of Section 4
2) The relevant and CM aspects (e.g.: CMDB) of Section 6;
3) The Service transition deliverables of Section 8;
4) Transition Planning & Support;
5) Service Asset & Configuration Management (SACM);
6) Service Validation & Testing (SVT);
7) Knowledge Management (KM);
8) Change Management (CM);
9) Release & Deployment Management (RADM).

3.3 PROJECT MEETINGS

3.3.1 PROJECT KICK-OFF MEETING

MNG-109 The Contractor shall support a Contract Kick-off Meeting (KOM), meeting with the Purchaser's Contracting Officer at the Purchaser's facility (The Hague-Netherlands, Brussels-Belgium or Mons-Belgium) within two weeks after Contract Award to review the schedule of activities and to discuss any preparations or coordination required to support DCIS implementation effort.

[118] Attendance in person is necessary.

MNG-110 At KOM, the Contractor shall also present updated elements of the Project's Implementation: Project Management Plan, the Project Master Schedule, the Risk log, the Configuration Management process, the Configuration Status Accounting database, the Quality Management process and the Collaborative Environment.

MNG-111 The Contractor shall identify any pre-requisites to support the implementation of present contract.

MNG-112 The Contractor shall provide templates for all types of site surveys for review and approval by the Purchaser.

MNG-113 Following this initial meeting, the Contractor shall conduct Project Review Meetings (PRM) every 6 (six) weeks, in adherence to the requirements in the following section.

3.3.2 PROJECT REVIEW MEETINGS

MNG-114 The Contractor shall arrange Project Review Meetings (PRM) with the Purchaser to occur on a regular basis or at the request of the Purchaser if the situation requires.

MNG-115 The location of the meetings will ordinarily be at Purchaser`s or Customer's premises. Other NATO locations, or at the Contractor's premises may be used if Purchaser and Contractor both consent or videoconferencing facilities may be if required.

MNG-116 Unless otherwise specified, at least two weeks before all meetings required under this Contract, the Contractor shall send an invitation, including:

1) Purpose;
2) Agenda;
3) List of participants;
4) Date, hour, place, duration.

MNG-117 If meeting facilities at a Purchaser (or Customer) location are not available at the specified Purchaser (or Customer) location in the time frame required to support a meeting, the Contractor shall:

1) Reschedule the meeting to such time as meeting facilities are available at the Purchaser location, with no further adjustment to schedule or cost; or
2) Provide suitable meeting facilities (e.g., hotel meeting facility) for the meeting/review at no additional cost to the Purchaser; or
3) Arrange to host the meeting at the Contractor's facility. This facility shall be provided at no additional cost to the Purchaser.
4) In the event no facilities are available or accessible, the Collabortive Working Environment shall be used to best effect in achieving the meetings'objectives.

MNG-118 The Contractor shall provide minutes of all meetings. The Minutes shall include:

1) Date, place, and time of the meeting;
2) Purpose of the meeting;
3) Name of participants;
4) Approval of previous meeting's minutes and all resolutions;

5) Record of principle points discussed, actions taken, and decisions made;

6) Copies of materials distributed at the meeting.

MNG-119 The minutes shall not be used as a mechanism to change the terms, conditions or specifications of the Contract nor as a vehicle to alter the design or configuration of equipment or systems. Such changes shall only be made by agreement, amendment or by authorized mechanisms as set forth in the Contract.

MNG-120 In addition to the mandatory meetings, the Contractor shall support ad-hoc meetings. These meetings will be held in NCI Agency offices at Mons or Waterloo. They will last 2 days maximum. These meetings will be devoted to discussing management issues, technical issues, or both. Technical issues will be discussed through Joint Technical Reviews.

MNG-121 Dates for the PRM shall be mutually agreed between the Purchaser and the Contractor.

MNG-122 PRM shall by default take place at the Purchaser's premises. When coinciding with System Design Reviews, the PRM shall take place at the Contractor premises.

MNG-123 All types of communication including the meetings, phone calls, correspondences and project documentation shall be in English.

MNG-124 If the programme of a given PRM cannot be fulfilled at the intended date owing to one or more CDRL products being late and/or failure to meet the required quality criteria, the PRM shall be delayed and re-scheduled following mutual agreement between the Purchaser and the Contractor. In such circumstances the Purchaser may call one or more Ad-Hoc Meetings, in order to discuss project progress outside the nominal PRM sequence.

[119] Video-Teleconference (VTC) may be used at PRM in circumstances where it may be difficult to otherwise ensure attendance by the required personnel.

MNG-125 Use of VTC over the NR Collaborative Environment shall be at the Purchaser's discretion.

MNG-126 Should the Contractor wish to use VTC, a written request with justifications shall be submitted to the Purchaser not less than eight working days in advance of the scheduled meeting.

[120] The Purchaser's PM will chair the meetings.

MNG-127 The normal PRM agenda shall include:

1) Review of the minutes recorded and agreed at the previous PRM;

2) The Contractor's presentation of the Project Progress Report;

3) Schedule Review;

4) Risk Log Review;

5) Issue Log Review;

6) Discussion/resolution of problems and areas of concern;

7) If necessary, a summary of items to be discussed; and

8) Any other business.

MNG-128 During the meetings, the Contractor shall present slides covering all the points of the planned agenda. These slides shall be accessible by the Purchaser at least 5 working days before the meeting.

MNG-129 The Contractor shall attend and provide the meeting's Secretary in all meetings, including those held over VTC links.

MNG-130 During the meeting, the meeting's Secretary shall be fully devoted to capturing the minutes of the meeting for input to the Project Progress Reports.

MNG-131 Draft minutes shall be produced real time during the PRM and shall be agreed, signed and countersigned by the Contractor and the Purchaser representatives, daily, by close of business.

MNG-132 The approval (signatures) of the final content, both recorded discussion items and agreed action items, shall be possible by close of business on the last day of the meeting.

MNG-133 The minutes shall document the topics, problems, discussions and all decisions made and include copies of the current Action Item List (AIL), Project Schedule and Risk Analysis/Assessment, as Annexes.

MNG-134 These minutes shall not be regarded by the Parties as a mechanism to change the terms, conditions or specifications of the Contract nor as a vehicle to alter the design or configuration of equipment or systems. Any such changes shall only be made by Contract amendment or by authorized mechanisms as set forth in this Contract.

MNG-135 The minutes shall not exceed ten (10) pages, unless specifically approved by the Purchaser.

MNG-136 The Contractor shall not consider the minutes as the basis for changes to the terms and conditions of the Scope of Work of the Contract in the absence of a formal Contract Amendment.

MNG-137 The Contractor shall send the final version of the signed draft minutes to the Purchaser not later than 5 working days after the meeting, for final approval by the Purchaser.

MNG-138 The Purchaser can send questions and comments concerning the documentation delivered between two meetings.

MNG-139 The KOM or a PRM shall not last more than 2 (two) days.

MNG-140 PRM shall host the formal revisions and approval of the CDRL products as per the CDRL.

MNG-141 These meetings will normally be held at the Purchaser's premises. They may be be held at Contractor's premises, on-line or at another location at the Purchaser discretion.

MNG-142 On the project's implementation activites relocating to the Customer's home nation, the PRM shall be held in the Contractor's project facility within the Customer's home nation. Videoconferencing facilities are to be used in exceptional circumstances, determined by the Purchaser.

3.3.3 AD-HOC MEETINGS

[121] Ad Hoc Working Meetings (AHM) may be organised by on request of either the Purchaser or the Contractor, pending Purchaser agreement, to resolve problems, clarify project requirements and review progress in between the nominal PRM sequence.

[122] These meetings will normally be held at the Purchaser's / Customer's premises and, or teleconferencing facilities.

MNG-143 Minutes of the Ad Hoc Working Meetings shall be written real time by the Contractor and sent to the Purchaser within 5 working days following the meeting. Comments received will be taken into account and incorporated. Once the Minutes are accepted by both parties' respective Project Managers, the Contractor shall upload the final version to the Collaborative Working Environment.

3.3.4 JOINT TECHNICAL REVIEWS

MNG-144 The Contractor shall organise and conduct joint technical reviews, as defined in IEEE 12207, (Table **Error! Reference source not found.**, Appendix A) to address and resolve critical technical issues in advance of major reviews such as Requirements, Design or Test Reviews.

MNG-145 The Contractor shall propose the subject and the timing of the joint technical reviews to ensure the most critical technical risks are raised and mitigated as early as possible. The joint technical reviews should be planned as early as possible but as a minimum 4 weeks in advance to provide sufficient time for the identification of appropriate operational users and arrangements for their participation.

MNG-146 The Contractor shall deliver the following information at least two weeks prior to each review: a meeting agenda and a list of issues to be reviewed, with an impact assessment, root cause of the issue (evidence) and possible solutions per issue.

MNG-147 Unless otherwise agreed by the Purchaser, all joint technical reviews shall be conducted at a Purchaser facility. The specific date and location must be agreed between the Contractor and the Purchaser's Project Manager.

MNG-148 The Contractor shall provide all relevant resources including personnel, hardware, software, and tools at each review.

MNG-149 The Contractor shall provide the following items at each review: presentation and discussion of each issue, including relevant technical material, such as requirements references, design specifications, views, use cases, operational employment scenarios, screenshots, or prototypes, or developmental baseline release.

3.4 PROJECT PROGRESS REPORTS (PPR)

MNG-150 This PPR shall summarise the progress since the previous PRM or since the last PPR, any accomplishments, schedule of deliveries against progress, difficulties encountered and resolution of any issues raised in previous PRMs. The PPRs shall include:

1) Overall project progress: the activities performed and works completed during the preceding period including major milestones achieved as applicable;
2) Description of issues/problems/risks that have occurred in the preceding period and the identified/proposed solution (Issue Log);
3) A list of Change Proposals with the current status;
4) Configuration Status Reports (CSR) for the system and all documentation (CDRL);
5) Answers to questions addressed by the Purchaser between two meetings;
6) The progress of work related to the schedule in the current PMS;

7) Status of the equipment (equipment order, in Contractor's office, packing, transfer to site, deploy and test);
8) Any foreseen or possible changes to project performance or schedule. In case of changes, the Contractor shall give the updated performance or schedule;
9) Description of any identified problems and high risk areas and the proposed solutions and corrective actions;
10) Activities planned for the next period;
11) Supplies to be delivered by the Contractor and those to be provided by the Purchaser;
12) Update on the status of Action Items List (AIL).

[123] Upon receipt of the PPR, and in absence of a Project Review Meeting opportunity near, the Purchaser can call for an Ad-hoc meeting with the Contractor (refer to Section 3.3.3), for the purpose of reviewing or discussing the PPR contents. The meeting may either involve physical presence, or take place over a video conference session.

MNG-151 The Contractor shall maintain an archive of PPR.

MNG-152 The Contractor shall prepare and submit a Project Progress Report (PPR) to the Purchaser every 6 weeks, 2 weeks prior to the PRM, and throughout the performance period of the contract.

MNG-153 The Contractor shall maintain an archive of PPR on the TDCIS Collaborative Environment.

3.5 SITE SURVEYS

MNG-154 Site Surveys shall collect information on the site or sites of interest, into a Site Survey Report (SSR), covering at least the following data:

1) All the information relevant to the physical installation of the new equipment at the site;
2) Any CIS security implications (in terms of Security Accreditation) at each site, including integration and interaction with already existing cybersecurity components;
3) Floor plan layouts of installation spaces (equipment rooms, corridors, offices);
4) Temporary equipment storage spaces;
5) Cabling (routing, configuration and wiring assignment);
6) Availability of electrical power and electrical power conditioning;
7) Environmental conditioning;
8) Points of contact, including the local SAA of the site.

3.6 COLLABORATIVE WORKING ENVIRONMENT

MNG-155 The Contractor will be provided one per identified key Personnel, Agency NATO R*STRICT*D (NR) Reach laptops (PFE) and access to TDCIS Portal/website, hosted by the Purchaser at NR level. This shall be used as the master repository