



**Acquisition Directorate**

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NCIA/ACQ/2023/06554  
16/02/2023

**To** : Distribution List

**From** : The Chief of Acquisition, NCI Agency

**Subject** : **REQUEST FOR QUOTATION RFQ-CO-115852-BMD**  
**INTEGRATION TEST BED ITB BUILD 6 (ITB 6) HARDWARE UPGRADE**

1. Your firm is hereby invited, in conformance with the terms of your active Basic Ordering Agreement (BOA) with the NCI Agency, to participate in a BOA competition for the provision of subject equipment.
2. THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 14h00 HOURS (CENTRAL EUROPEAN TIME, UTC+1) ON 06 MARCH 2023.
3. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services, the Terms and Conditions of the Contract, as well as the Statement of Work. The Statement of Work sets forth detailed specifications governing the performance requirements of the contract.
4. The overall security classification of this RFQ is "NATO UNCLASSIFIED".
5. You are requested to complete and return the enclosed acknowledgement of receipt via e-mail within 7 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate e-mail.
6. This Request for Quotation remains the property of the NATO Communication and Information Agency (NCI Agency) and shall be protected in accordance with the applicable national security regulations.
7. This Request for Quotation does not constitute either a financial or contractual commitment at this stage.
8. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
9. The NCI Agency point of contact for this action is Ms Elif Bailey, Contracting Officer, Acquisition Directorate, email: [elif.bailey@ncia.nato.int](mailto:elif.bailey@ncia.nato.int) with cc: [Irina.Anghel@ncia.nato.int](mailto:Irina.Anghel@ncia.nato.int).

FOR THE CHIEF OF ACQUISITION

Elif Bailey  
Contracting Officer

A handwritten signature in black ink that reads 'Elif Bailey'.

Enclosures:

Annex A Acknowledgement of Receipt of Request For Quotation  
Annex B: Distribution List  
Annex C: Prospective Bidders List

**NATO Communications and Information Agency**  
Boulevard Leopold III  
1110 Brussels  
Belgium  
[www.ncia.nato.int](http://www.ncia.nato.int)

**Annex A**

**RFQ-CO-115852-BMD**

Date:.....

**Subject: ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION**

We hereby advise that we have received Request for Quotation RFQ-CO-115852-BMD on ....., together with all the enclosures.

**CHECK ONE**

- As of this date and without commitment on our part we **do intend** to submit a bid.
- We are in receipt of the RFQ and are considering our response.
- We **do not intend** to submit a bid.

Signature .....

Company .....

Address: .....

POC: .....

Tel.: .....

E-mail: .....

**Annex B DISTRIBUTION LIST**

**NATO Delegations**

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

**NATO HQ**

**NATO Office of Resources**

Capability Implementation Branch

*Attn: Deputy Branch Chief*

**SACTREPEUR**

Attn: Investment Assistant

**Annex C**

**Prospective Bidders List (1/3)**

<b>ALBANIA</b>	<b>NETHERLANDS</b>
TCN shpk	@Valley B.V.
<b>BELGIUM</b>	ADD Engineering B.V.
Akacio - Louis & Associates s.a.r.l	Contour Advanced Systems BV
ATOS	Data Expert B.V.
BE NETWORKS	Eurotempest BV
BLACK BOX NETWORK SERVICES	FOX-IT BV
Brevco Services	Global Systems and Software
Computacenter NV	Hart 4 Technology
Computer Sciences Corporation	Het IT BV
ComputerLand S.L.M. S.A.	Misco Nederland BV
Cybertrust Belgium NV	Network Innovations B.V.
Cypros C	PointGroup BV
Dell NV	PQR bv
DUSTIN BELGIË (CENTRALPOINT) NV	Qnextion
Getronics Belgium SA/NV	Q-TC Nederland B.V.
Hewlett Packard Enterprise Belgium BV	Quanza Engineering B.V.
LEONARDO S.p.A	ROHDE & SCHWARZ BENELUX BV
Nijkerk Computer Solutions BeNeLux	Schneider Electric IT Benelux BV
Prodata Systems	Solitee B.V.
Proximus NV	Symbolise
Proximus SpearIT NV	The IP Company
RealDolmen NV	Truedata B.V.
SAIT	TTEC Computers BV- Transtec AG
Server Storage Solutions (S3S)	Tucana Telecom B.V.
Simac ICT Belgium	UNI Business Centre BV
Telenet BVBA	Zarges B.V.
Thales S.A.	<b>NORWAY</b>
UNIFY COMMUNICATIONS	3D perception AS
Van Roey Automation NV	Atea Norge AS
WAL-MART Benelux sa	<b>POLAND</b>
<b>BULGARIA</b>	Atende S.A.(prior ATM S.A.)
Lirex BG Ltd	Newind sp. z o.o.
<b>CANADA</b>	S&T Services Polska Sp. z o.o.
General Dynamics Mission Systems-Canada	Unizeto Technologies SA
<b>CROATIA</b>	WASKO S.A.
CROZ d.o.o. za informaticku djelatnost	XCOMP
KING ICT d.o.o	Zbar Phu Mariusz Popena
Span PLC	

**Annex C**

**Prospective Bidders List (2/3)**

<b>CZECHIA</b>	<b>PORTUGAL</b>
Skill s.r.o.	Warpcom Services SA
<b>DENMARK</b>	<b>ROMANIA</b>
Danoffice ApS	ATOS Convergence Creators SRL
<b>FRANCE</b>	BITLOSOPHY S.R.L.
Airbus Defence and Space SAS	UTI Grup S.A.
Société Réseau Informatique et Gestion	<b>SLOVAKIA</b>
<b>GERMANY</b>	Aliter Technologies a.s
Airbus Defence and Space GmbH(ex EADS GmbH)	<b>SLOVENIA</b>
ARKTIS IT solutions GmbH	Unistar LC d.o.o.
Bechtle GmbH & Co.KG	<b>SPAIN</b>
Bechtle GmbH System House Aachen	Indra Sistemas S.A.
CANCOM Public GmbH	INETUM
CONET Solutions GmbH	KRC ESPAÑOLA, S.A.
CSC Deutschland Solutions GmbH	<b>TURKIYE</b>
FREQUENTIS Deutschland GmbH	HAVELSAN Hava Elektronik San. Ve Tic A.S.
GBS TEMPEST & Service GmbH	<b>UNITED KINGDOM</b>
GTSI Corp.	Audax
Rohde & Schwarz GmbH & Co. KG	CDW Limited
Telespazio Germany GmbH	Centerprise International Ltd
XORTEC GmbH	Fujitsu
<b>GREECE</b>	General Datatech
Cosmos Business Systems S.A.	Leonardo UK Ltd
European Dynamics SA	OSPL Nederland BV
<b>HUNGARY</b>	Secure Systems & Technologies Ltd. (SST)
Navigator Zrt.	Softcat plc
<b>ITALY</b>	Spektrum Management Group Ltd
3F & EDIN Spa	Steatite Limited
ePM-Engineering to Project Management sr	Storm Technologies Ltd
Italtel	Total IA Ltd
ITEL SRL	TRICIS LIMITED
NA.EL. SRL	
TELSY S.p.A.	

**Annex C**  
**Prospective Bidders List (3/3)**

<b>LATVIA</b>	<b>UNITED STATES</b>
Datakom LTD	Advanced Computer Concepts
DATI Group, LLC	Affigent, LLC
<b>LITHUANIA</b>	ALTIMA GROUP INTERNATIONAL, INC. (AGI)
Blue Bridge	BAE Systems Information Solutions Inc.
<b>LUXEMBOURG</b>	DRS Technical Services, Inc.
NTT LUXEMBOURG PSF SA	EMW, Inc.
	Honeywell Technology Solutions Inc.
	Intelligent Waves LLC
	K3 Enterprises, Inc.
	L-3 National Security Solutions, Inc.
	LEIDOS Inc
	Mutual Telecom Services Inc.
	Onshore Technology Consultants
	Parsons Government Services Inc.
	Raytheon CompanyNetwork Centric Systems
	Strategic Operational Solutions, Inc
	Vykin Corporation
	World Wide Technology Inc.

REQUEST FOR QUOTATION

**RFQ-CO-115852 -BMD**

**NATO BMD  
INTEGRATION TEST BED  
ITB BUILD 6 (ITB 6)  
HARDWARE UPGRADE**

AUTHORISATION/SERIAL NO.  
2005/0VA03020-01



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



**NATO UNCLASSIFIED**

**NATO UNCLASSIFIED**



**INTEGRATION TEST BED  
ITB BUILD 6 (ITB 6)  
HARDWARE UPGRADE  
RFQ-CO-115852 –BMD**

**BOOK I  
BIDDING INSTRUCTIONS**

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## 1. INTRODUCTION

- 1.1. The purpose of this Request for Quotation (RFQ) is the procurement of Hardware (HW) Upgrade for the Ballistic Missile Defense (BMD) - Integration Test Bed (ITB) Test Environment.
- 1.2. The Prospective Contract (Book II) requires the selected Contractor to deliver the Hardware Upgrade within the framework of the Contract resulting from this RFQ by performing CLINs further defined in the Statement of Work (SOW) and summarized hereinafter as follows:

### Base Contract:

#### CLIN 1 ITB 6 HW Upgrade

- CLIN 1 provides the ITB Build 6 hardware upgrade and it includes the delivery, technical documentation, quality assurance, supply chain security.

#### CLIN 2 ITB 6 HW Upgrade 1 year warranty

- CLIN 2 provides 1 year warranty & support, including the obsolescence report for CLIN 1.

### Evaluated Options:

#### CLIN 3 HW Upgrade Optional items including 1 year warranty

- CLIN 3 provides the optional hardware items and it includes the delivery, technical documentation, warranty & support, quality assurance and supply chain security.

#### CLIN 4 ITB 6 HW Upgrade Extended Warranty & Support

- CLIN 4 includes extended warranty and support, including the obsolescence report for CLIN 1.

#### CLIN 5 SubCLIN3.3 Extended Warranty & Support

- CLIN 5 includes extended warranty and support, including the obsolescence report for CLIN 3.3.

- 1.3. The Contract will be governed by Book II, Part I Schedule of Supply and Services, Part II (Contract Special Provisions) Part III (Contract General Provisions) and Part IV (Statement of Work).
- 1.4. This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document **AC/4-D(2019)0004 (INV)** dated 4 July 2019.
- 1.5. The security classification of this RFQ is "NATO UNCLASSIFIED".
- 1.6. Award of the Contract will be made on a Firm Fixed Price Basis to the lowest priced technically compliant Bidder.

- 1.7. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.8. The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in 2.7 of the Bidding Instructions entitled "Requests for RFQ Clarifications".
- 1.9. The target date for Contract Award is April 2023.

## 2. GENERAL BIDDING INFORMATION

### 2.1. DEFINITIONS

- 2.1.1. The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2. The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits a quote in response to this solicitation.
- 2.1.3. The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quote.
- 2.1.4. The term “Contractor” refers to a firm of a participating country which has signed a Contract under which it will perform a service, manufacture a product, or carry out work for NATO.
- 2.1.5. The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, MONTENEGRO POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKIYE, UNITED KINGDOM, UNITED STATES OF AMERICA.**
- 2.1.6. The term “Purchaser” refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).
- 2.1.7. The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

### 2.2. ELIGIBILITY

- 2.2.1. Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3. No materials or items of equipment down to and including identifiable sub- assemblies shall be manufactured or assembled

by a firm other than from and within a Participating Country.

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

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

### 2.3. BID DELIVERY AND BID CLOSING

2.3.1. All Bids shall be in the possession of the Purchaser at the email address given below in Paragraph 2.3.2 below no later than **14:00 hours (Brussels Time) on Monday 06 March 2023** at which time and date bidding shall be closed.

2.3.2. Bids shall be submitted to the following email addresses below:

Email To: [Elif.Bailey@ncia.nato.int](mailto:Elif.Bailey@ncia.nato.int)

Cc: [Irina.Anghel@ncia.nato.int](mailto:Irina.Anghel@ncia.nato.int)

### 2.4. LATE BIDS

2.4.1. Bids 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 Bidder 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 Bidder 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:

- 2.4.2.2. A contract has not already been awarded pursuant to the RFQ, and;
- 2.4.2.3. The bid was sent to the correct email specified in paragraph 2.3.2 above, and;
- 2.4.2.4. 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 Bidder's submission, in contravention of these bidding instructions, of electronic files that are encrypted or which contain passwords, the CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder 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 Bidder has submitted an unreadable electronic bid, the Bidder may be determined to have submitted a non-compliant bid.

#### 2.5. REQUESTS FOR EXTENSION OF BID CLOSING DATE

- 2.5.1. The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing e-mail. Such questions shall be forwarded to the Point of Contact specified in 2.6.1 and shall arrive not later than seven (7) calendar days before the Bid closing date. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.



## 2.6. PURCHASER POINT OF CONTACT

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

Contracting Officer  
Ms Elif Bailey  
E-mail: [Elif.Bailey@ncia.nato.int](mailto:Elif.Bailey@ncia.nato.int)  
Phone: 02 707 22 59

## 2.7. REQUESTS FOR RFQ CLARIFICATIONS

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

2.7.2. All questions and requests for clarification must be submitted in writing using the format in ANNEX C, All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the POC specified in 2.6.1 and shall arrive **not later than seven (7) calendar days before Bid 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 Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.7.3.

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

2.7.4. 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 bidders.

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 Bidder in its offer.

## 2.8. BID GUARANTEE

- 2.8.1. In light of the urgency of the requirement and in light of the customary administrative time necessary for the bidders' to obtain the issuance of a bid guarantee, for the purpose of the submission of Bids in response to this RFQ, the Purchaser voids any requirement for Bid Guarantees.

## 2.9. REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.9.1. Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Technical Specifications, the SOW and any other Terms and Conditions of the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.
- 2.9.2. Requests for alterations to the other requirements, terms or conditions of the Request for Quote or the Prospective Contract may only be considered as part of the clarification process set forth in 2.7. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

## 2.10. AMENDMENT OF THE REQUEST FOR QUOTE

- 2.10.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt (Annex B-2) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in 2.7 or may be an independent action on the part of the Purchaser.
- 2.10.2. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.

## 2.11. MODIFICATION AND WITHDRAWAL OF BIDS

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

- 2.11.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.
- 2.11.3. A Bidder may withdraw its bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.
- 2.11.4. Except as provided in 2.12.4.2, a Bidder may withdraw its bid after Bid Opening only by forfeiture of the Bid Guarantee.

## **2.12. BID VALIDITY**

- 2.12.1. Bidders shall be bound by the term of their Bids for a period of three (3) months starting from the Bid Closing Date specified in 2.3.1.
- 2.12.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-5 for acceptance by the Purchaser may be determined to be non-compliant.
- 2.12.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in 2.12.1. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.12.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.12.4.1. accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
  - 2.12.4.2. refuse this extension of time and withdraw the bid without penalty.
- 2.12.5. Bidders shall not have the right to modify their Bids due to a

Purchaser request for extension of the bid validity unless expressly stated in such request.

## **2.13. CANCELLATION OF REQUEST FOR QUOTES**

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

## **2.14. ELECTRONIC TRANSMISSION OF INFORMATION AND DATA**

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

2.14.2. Bidders are cautioned that the Purchaser will rely exclusively on electronic mail to manage all correspondence related to this RFQ, including RFQ amendments and clarifications.

## **2.15. SUPPLEMENTAL AGREEMENTS**

2.15.1. Bidders are required, in accordance with the certificate at Annex B-8 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.

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

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

**2.16. NOTICE OF LIMITATIONS ON USE OF INTELLECTUAL PROPERTY  
DELIVERED TO THE PURCHASER**

- 2.16.1. Bidders are instructed to review Article 17 the Contract Special Provisions and Clause 31 of the BOA General Provisions set forth in Parts II and III of Book II herein. These Clauses set forth the definitions as well as the terms and conditions regarding the rights of the Parties concerning Intellectual Property (IP) developed and/or delivered under this Contract or used as a basis of development under this Contract.
- 2.16.2. Bidders are required to disclose for deliverables pertaining to all CLINs, and in accordance with Annexes Annex B-10, Annex B-11, and Annex B-12, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.16.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in the provisions of the Book II Prospective Contract concerning use or dissemination of such Intellectual Property.
- 2.16.4. Bidders are informed that any restriction on use or dissemination of Intellectual Property that conflicts with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract, shall render the bid non-compliant.

**2.17. NOTICE TO BIDDERS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF  
INFORMATION**

- 2.17.1. The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).
- 2.17.2. 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.

### 3. BID PREPARATION INSTRUCTIONS

#### 3.1. GENERAL

- 3.1.1. Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this RFQ. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2. Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Partial Bids and/or Bids containing conditional statements will be declared non-compliant.
- 3.1.3. The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4. All documentation submitted as part of the Bid shall be "NATO UNCLASSIFIED" and shall contain no markings or references that would lead to the identification of the bidder such as logo or name.

#### 3.2. BID PACKAGE MARKING

- 3.2.1. The complete electronic bid shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.
- 3.2.1.1. Part 1: Bid Administration Package (paragraph 3.4)
- 3.2.1.2. Part 2: Price Quotation (paragraph 3.5)
- 3.2.1.3. Part 3: Technical Proposal Package (paragraph 3.6)
- 3.2.2. Each part submitted shall comply with the below specifications:
- 3.2.2.1. Part I, Bid Administration - The e-mail content shall be as described in paragraph 3.4 below, with no password protection to the file and shall not be more than 20MB total per e-mail.
- RFQ-CO-115852-BMD *Company Name*, Part I –Admin
- 3.2.2.2. Part II, Price- The e-mail content shall be as described in paragraph 3.5 below, with no password protection to the file, and shall

not be larger than 20MB total per e-mail.

RFQ-CO-115852-BMD *Company Name*, Part II –Price

3.2.2.3. Part III, Technical- The e-mail content shall be as described in paragraph 3.6 below, with no password protection to the file, and shall not be larger than 20MB total per e-mail.

RFQ-CO-115852-BMD *Company Name*, Part II –Technical

3.2.2.4. “Company Name” – In the subject line of the email, and in the names of the individual files, the name of the bidder 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.

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

3.2.2.6. Acceptable File Formats

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

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

**3.3. PACKAGE CONTENT**

Part	Format and Quantity Details
I: Admin	<u>1. File Submitted by Email, which includes:</u> 1 Scanned PDF file, with physical (non-digital) signatures. All of the required contents are detailed in 3.4.2.
II: Price	<u>1 .File Submitted by Email, which includes:</u> 1 Excel file, using the Bidding Sheets template provided. 1 electronically signed PDF conversion of the Excel file All of the required contents are detailed in Section 3.5.2.
III: Technical	<u>1 .File Submitted by Email, which includes:</u> Technical Proposal in PDF or MS Office formats as All of the required technical contents are detailed in Section 3.6.

- 3.3.1. Documents submitted shall be classified no higher than “NATO UNCLASSIFIED” material.
- 3.3.2. Partial Bids and/or Bids containing conditional statements will be declared non-compliant.
- 3.3.3. Where no specific format is mandated, electronic bid 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.
- 3.3.4. Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.
- 3.3.5. Bid language shall be English.

### **3.4. PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)**

- 3.4.1. Contents: One file submitted by email, containing one PDF file comprised of all of the required documentation stated in paragraph 3.4.2 below;
- 3.4.2. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, completed and signed by an authorised representative of the Bidder. Bidders are cautioned that they should refrain from altering the existing content of the Certificate templates. Failing to do so could lead to non-compliance. The Certificates are as follows:
  - 3.4.2.1. Annex B-1 Certificate of Legal Name of Bidder
  - 3.4.2.2. Annex B-2 Acknowledgement of Receipt of RFQ Amendments
  - 3.4.2.3. Annex B-3 Certificate of Independent Determination
  - 3.4.2.4. Annex B-4 Certificate of Understanding
  - 3.4.2.5. Annex B-5 Certificate of Bid Validity
  - 3.4.2.6. Annex B-6 Certificate of Exclusion of Taxes, Duties and Charges
  - 3.4.2.7. Annex B-7 Comprehension and Acceptance of Contract Special and General Provisions
  - 3.4.2.8. Annex B-8 Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements
  - 3.4.2.9. Annex B-9 List of Prospective Sub-Contractors Bidder



## Background IPR

- 3.4.2.10. Annex B-10 List of Sub-Contractor IPR
  - 3.4.2.11. Annex B-11 List of Third Party IPR
  - 3.4.2.12. Annex B-12 Certificate of Origin of Equipment, Services, and Intellectual Property
  - 3.4.2.13. Annex B-13 Disclosure of Involvement of Former NCI Agency Employment
  - 3.4.2.14. Annex B-14.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures
  - 3.4.2.15. Annex B-15 Supply Chain Security Self-Attestation Statement
- 3.4.3. Concerning Certificate Annex 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 15% of the total contract value, if any. A list of consortium members shall also be completed and included. If there are no sub-Contractors/consortium members involved, the Bidder shall state this separately. **The sub-Contractors listed in this certificate shall be traceable in the Bidding Sheets.**
- 3.4.4. Concerning Certificate Annex B-8, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 3.4.4.1. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
  - 3.4.4.2. The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
  - 3.4.4.3. A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the RFQ, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

**3.5. PREPARATION OF THE PRICE QUOTATION (PART 2)**

- 3.5.1. The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with RFQ Book I, Section 3 and 4. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.
- 3.5.2. Contents: One file submitted by email, containing the completed Bidding Sheets provided with this RFQ under Book I - Annex A-3 "Structure Bidding Sheets" and, in annex, the complete set of sheets contained in the electronic file "RFQ-CO-115852-BMD-Book I-Annex A-Bidding sheets.xls" submitted as part of this RFQ.
- 3.5.3. The documentation stated in paragraph 3.5.2 above must be submitted in one (1) version in Excel, and one (1) electronically signed PDF conversion of the Excel file.
- 3.5.4. Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in 4. All prescriptions illustrated therein are to be regarded as mandatory. Failure to abide to such prescriptions may lead to the bid being declared non-compliant
- 3.5.5. Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit Bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.5.5.1. the currency is of a "Participating Country" in the project, and
- 3.5.5.2. the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.6. 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.
- 3.5.7. 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. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-6.

- 3.5.8. 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.
- 3.5.9. The Bidder's attention is directed to the fact that their 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.
- 3.5.10. When completing the Bidding Sheets, the Bidders shall complete the unit price and total firm fixed price for CLINs 1 through 5. Partial quotations shall be rejected. Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial quotations shall be rejected. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.5.11. The Bidding Sheets shall clearly illustrate the totals per CLIN and the grand total price of the bid in accordance with the format set out in the Annex A-3 of these Bidding Instructions.
- 3.5.12. The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.5.13. The Contractor shall be liable for all other taxes, assessments, fees, licenses, 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.
- 3.5.14. Price Proposals specifying delivery dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

- 3.5.15. The Bidder shall identify for each CLIN all significant sub-Contractors and provide required information about their prospective sub-Contractors whose estimated value of the subcontract is expected to equal or exceed EUR 15% of the total contract value using the "List of Prospective Sub-Contractors" form attached to Book I Annex B-9.

### **3.6. PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)**

- 3.6.1. Bidders shall prepare and submit their Technical Proposal in accordance with RFQ Book I, Section 3 with separate documents in PDF or MS Office formats as required, containing all the information addressing requirements of the SOW.
- 3.6.2. The Bidder shall provide a OEM specifications sheet for each hardware item and give evidence that proposed COTS satisfy the hardware specification stated in Annex A Bidding Sheets and the Book II part IV SOW.
- 3.6.3. The Bidder shall provide Hardware Compatibility statements for successor component(s):
- 3.6.3.1. The Bidder shall provide OEM confirmation that each of HW successor components are fully compatible and interoperable with components described in the Bidding Sheets and the Book II Part IV SOW 2.6.
- 3.6.4. The Bidder shall include in the bid the warranty organization POC(s), response times, on-site support as described in Book II Part IV SOW 3.9.
- 3.6.5. The Bidder shall identify in the bid the NATO Approved TEMPEST vendor which will be used for this project to deliver certified TEMPEST hardware.
- 3.6.6. Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.

## 4. BID EVALUATION

### 4.1. GENERAL

- 4.1.1. The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements in this RFQ. Failure to address any of the bidding requirements in this RFQ or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 4.1.2. The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- 4.1.4. During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5. The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.
- 4.1.6. 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) dated 4 July 2019.
- 4.1.7. The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.

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

#### **4.2. ADMINISTRATIVE CRITERIA**

- 4.2.1. Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:
- 4.2.1.1. The Bid was received by the Bid Closing Date and Time,
  - 4.2.1.2. The Bid was packaged and marked properly (as per 3.2 above)
  - 4.2.1.3. The Administrative Package contains all the requested signed originals of the required Certificates in ANNEX B hereto.
- 4.2.2. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3. If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the SOW, the Bidder may be determined to have submitted a non-compliant bid.

#### **4.3. PRICE CRITERIA**

##### **4.3.1. The Bidder's Price Quotation**

- 4.3.1.1. The Bidder's Price Quotation will be first assessed for compliance against the standards detailed in the following paragraphs. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.1.2. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section 3 and the Instructions for Contractor's Bidding Sheets, in particular:
  - 4.3.1.2.1. The Bidder has prepared the Price Proposal in the form of the Bidding Sheets, by completing the yellow highlighted sections in accordance with the instructions specified in the Bidding Sheets under the tab Instructions.

- 4.3.1.2.2. The Bidder has furnished Firm Fixed Prices for all items listed in CLINs 1 through CLIN 5.
- 4.3.1.2.3. All pricing data, i.e. unit prices, have been provided as reflected in the Bidding Sheets.
- 4.3.1.2.4. Bid prices include all costs for items supplied, delivered, and supported.
- 4.3.1.2.5. All prices and percentage values have been accurately entered into appropriate columns, and accurately summed up.
- 4.3.1.2.6. The Bidder has provided accurate unit price, and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
- 4.3.1.2.7. The totals per CLIN is accurate.
- 4.3.1.2.8. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- 4.3.1.2.9. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of 3.5.5 are met.
- 4.3.1.2.10. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- 4.3.1.2.11. Price quotes for each individual item(s) and totalled prices are accurate, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)), adequate and traceable.
- 4.3.1.3. Price Quotation does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 4.3.1.4. The Price Quotation meets requirements for price realism and balance as described in 4.3.4.
- 4.3.1.5. Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.

**4.3.2. Basis of Price Comparison**

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

4.3.2.2. The Evaluated Bid Price will be the Grand Total of the Schedule of Supplies and Services calculated as follows:

Total cumulative amount derived from the sum of the Prices offered for:

Total Price CLIN 1 to CLIN 5.

**4.3.3. Inconsistencies and discrepancies in bid price quotation**

4.3.3.1. Bidders 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.

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

4.3.3.2.1. Bidding Sheet Total to be Evaluated Bid Price as indicated by the Bidder

4.3.3.2.2. Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s)

4.3.3.2.3. Total of the Bid calculated from the aggregated Total Price(s) indicated per Labour, Material, Travel and ODC.

4.3.3.3. In the case of inconsistencies between the EXCEL version of the Bidding Sheets and the PDF version of the Bidding Sheets, the PDF version will be considered by the Purchaser to have precedence over the EXCEL version.



**4.3.4. Price Realism**

- 4.3.4.1. Otherwise successful Bidders that submit a price quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.
- 4.3.4.2. Indicators of an unrealistically low bid may be the following, amongst others:
- 4.3.4.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- 4.3.4.2.2. 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.
- 4.3.4.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.3.4.3. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:
- 4.3.4.3.1. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- 4.3.4.3.2. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

- 4.3.4.3.3. The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.3.4.4. If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 4.3.4.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.3.4.5. If the Purchaser accepts the Bidder's explanation of mistake in 4.3.4.3.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to 4.3.4.3.3, the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.
- 4.3.4.6. If the Bidder presents a convincing rationale pursuant to 4.3.4.3.2, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

**4.4. TECHNICAL CRITERIA**

4.4.1. Upon determination of the lowest-priced Bid as described above, only the technical proposal of the apparent lowest priced bid shall be evaluated to confirm compliance with criteria set forth in the Bid Preparation Section (Book 1, Section 2, and Paragraph 3.6).

4.4.2. If the bid is found to be non-compliant the Technical proposal of the next apparent lowest priced bid shall be evaluated.

4.4.3. The Technical Proposal shall be evaluated for compliance with the following criteria :

ITEM	RFQ REFERENCE	EVALUATION CRITERIA
1	Book I Bidding Instructions 3.6.5 Book II Part IV SoW. 1.3.1 B	Did the Bidder identify in the bid the NATO Approved TEMPEST vendor which will be used for this project to deliver certified TEMPEST hardware?
2	Book I Bidding Instructions 3.6.2 Book I Bidding Sheets Book II Part IV SoW 3.2.2	Did the Bidder provide a OEM specifications sheet for each hardware item and give evidence that proposed COTS satisfy the hardware specification stated in Annex A Bidding Sheets and the Book II part IV SOW?
3	Book I Bidding Instructions 3.6.3 Book II Part IV SOW 2.6	Did the Bidder provide Hardware Compatibility statements for successor component(s)?
4	Book I Bidding Instructions 3.6.4 Book II Part IV SOW paragraphs 3.9.	Did the Bidder include in the bid the warranty organization POC(s), response times, on-site support?
5	Book I Bidding Instructions 3.6.4 Book II Part IV SOW paragraphs 3.9.	Did the Bidder provide detailed handling instructions, including help-desk and Point of Contact information, to be contacted in case of a warranty claim for each type of equipment?
6	Book I Bidding Instructions 3.6.4 Book II Part IV SOW paragraphs 3.9.	Did the Bidder provide Next Business Day (NBD) warranty service for all the CLIN items?

**INDEX OF ANNEXES (Provided as separate file)**

**ANNEX A INSTRUCTIONS FOR BIDDING SHEETS**

- Annex A-1 Introduction
- Annex A-2 General Requirements
- Annex A-3 Structure Bidding Sheets

**ANNEX B PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES**

- Annex B-1 Certificate of Legal Name of Bidder
- Annex B-2 Acknowledgement of Receipt of RFQ Amendments
- Annex B-3 Certificate of Independent Determination
- Annex B-4 Certificate of Understanding
- Annex B-5 Certificate of Bid Validity
- Annex B-6 Certificate of Exclusion of Taxes, Duties and Charges
- Annex B-7 Comprehension and Acceptance of Contract Special and General Provisions
- Annex B-8 Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements
- Annex B-9 List of Prospective Sub-Contractors /Consortium Members
- Annex B-10 Bidder Background IPR
- Annex B-11 List of Sub-Contractor IPR
- Annex B-12 List of Third Party IPR
- Annex B-13 Certificate of Origin of Equipment, Services, and Intellectual Property
- Annex B-14 Disclosure of Involvement of Former NCI Agency Employment
- Annex B-14.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures
- Annex B-15 Supply Chain Security Self-Attestation Statement
- Annex B-15.Bis Vendor Specific Requirements for Supply Chain Security

**ANNEX C CLARIFICATION REQUEST FORM**

## ANNEX A Instructions for Bidding Sheets

### Bidding Sheets

On behalf of the firm stated below I hereby offer the Purchaser the services and deliverables (collectively referred as "ITEMS") set forth in the attached schedules<sup>1</sup>, at the specified prices, and subject to the terms and conditions stated in RFQ-CO-115852 -BMD.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Bid Reference \_\_\_\_\_

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<sup>1</sup> Bidders shall submit in electronic form the cover page and an electronic copy of the worksheets contained in the file "03-RFQ -CO-115852-BMD-Book I-Annex A-Bidding Sheets.xls" that was submitted to them as part of the RFQ package.

### **ANNEX A-1 Introduction**

1. Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the bid pricing requirements included in this section may lead to the Bid being declared non-compliant and not being taken into consideration for award.
2. No alteration of the Bidding sheets – including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.
3. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

### **ANNEX A-2 General requirements**

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this RFQ and referenced in ANNEX A-3 .
2. This Excel file includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.
3. Bidders shall submit their price quotation and their proposed delivery dates by filling in the yellow cells. Please note proposed overall delivery dates cannot be later than the milestone dates identified in Annex B of Book II Special Provisions.
4. 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.
5. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
6. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO and National sites and Contractor facilities.
7. Should the Apparent Lowest Priced Technically Compliant Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.
8. Bidders are advised that formulae are designed to ease evaluation of the Bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.

9. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described section 2.6 Request for Clarifications. The Purchaser will then make a correction and notify all the Bidders of the update.

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

**ANNEX A-3 Structure Bidding Sheets**

1. Bidders are required, in preparing their Price Quotation to utilise the following electronic file provided as part of this RFQ.

“03-RFQ -CO-115852-BMD-Book I-Annex A-Bidding Sheets”

2. Bidders shall include this file in their proposal in the same Excel format in which it is provided in this RFQ.

## Bidding Sheets Instructions

### INTRODUCTION & IMPORTANT NOTES

**Bidders should note that NCIA has recently updated its bidding sheet template and are encouraged to read the instructions in full for this new version before completing the bidding sheets.**

All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.

Bidders are **REQUIRED** to complete the following tabs:

- "Offer Summary",
- "CLIN Summary",
- "Labour",
- "Material",
- "Travel",
- "ODC",
- "Rates".

**Note that input cells in the "Offer Summary" and the "CLIN Summary" tabs are colour coded YELLOW.**

The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/Travel/ODC) as appropriate. A list of the direct and indirect rates applied in the bid must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations. The list of these rates will be requested in pre-contract award from the winning bidder.

**Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only.**

Any formulas provided in these bidding sheets are intended only to assist the bidder. Any changes in formula can be made at the bidder's discretions, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the bidder is responsible for **ALL** values, formulas and calculations within the bidding sheets that are submitted to the Agency.

**Bids in MULTIPLE CURRENCIES should follow the following instructions:**

- For the "Offer Summary" tab bidders must add "Firm Fixed Price" column to the right of the current table for each additional currency.
- For the "CLIN Summary" tab, Bidders have 2 options: A) Two columns "Unit Price" and "Total Firm Fixed Price" may be added to the right of the current table for each additional currency of the bid; B) Bidders may duplicate the CLIN Summary tab for each currency bid.
- For the Detailed tabs Bidders have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in CLIN Summary/Offer Summary Sheets B) Duplicate the CLIN Summary tab for each currency bid.



## Bidding Sheets Instructions

DETAILED TABs	DESCRIPTION
<p><b>MATERIAL</b>  <b>LABOUR</b>  <b>TRAVEL</b>  <b>ODCs</b></p>	<p>The detailed tables are to be completed by the bidder with all columns populated, and shall be expanded to include as many rows as necessary to provide the detail requested. The bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.</p> <p>Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated.</p> <p>Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&amp;A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the bidding stage. However, the bidder is required to include the associated indirect costs in the totals of the detailed tab in the base unit costs. Alternatively, the bidder may choose to show these as separate calculations by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Note again although the detailed indirect rate calculations are not required at the bidding stage, this information will be requested from the winning bidder during pre-contract award discussions.</p>
<p><b>RATES</b></p>	<p>As discussed previously in these instructions, the detailed indirect rate calculations are not required to be included in the bidding sheets, although the bidders may chose to do so. However, ALL bidders are required to state the G&amp;A/OH/Material handling and any other indirect rates that they have applied to the bid.</p>

For multiple currencies, duplicate the "Total Value" column for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		

<b>Grand Total Value - Base Contract</b>	-
<b>Grand Total Value - Base Contract + Evaluated Options</b>	-

CLIN 1	ITB 6 HW Upgrade	-
CLIN 2	ITB 6 HW Upgrade 1 year warranty	-
<b>Total Firm Fixed Price Base Contract</b>		-

CLIN 3	ITB 6 HW Upgrade	-
CLIN 4	ITB 6 HW Upgrade Extended Warranty & Support	-
CLIN 5	SubCLIN3.3 Extended Warranty & Support	-
<b>Total Firm Fixed Price Evaluated Options</b>		-

**Offer Summary Instructions:**

Bidders are to populate all **yellow cells**. Total Values need to be provided for every CLIN, with no omissions.

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

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

Example for multiple currencies:

For multiple currencies, duplicate the "firm fixed price" column for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price
Currency		Euro (EUR)	US Dollar (USD)	UK Pound sterling (GBP)
CLIN 1	Insert Base Contract CLIN Description here			
CLIN 2	Insert Base Contract CLIN Description here			
CLIN 3	Insert Base Contract CLIN Description here			
CLIN 4	Insert Base Contract CLIN Description here			
CLIN 5	Insert Base Contract CLIN Description here			
CLIN 6	Insert Base Contract CLIN Description here			
CLIN 7	Insert Base Contract CLIN Description here			
CLIN 8	Insert Base Contract CLIN Description here			

RFQ-CO-115852 -BMD CLIN Summary											
BASE CONTRACT											
CLIN	Description	Part Number	Tempest Testing CoC: Certificate of Conformity	SOW Reference	Required Delivery Date	Delivery Destination	Unit of Measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments (Mandatory for zero costs lines)
										Declare Currency =>	
1	ITB 6 HW Upgrade			2.1	EDC: Effective Date of Contract	NCIA The Hague					
1.1	HPE 1.92TB SAS MU SFF BC VS MV SSD (CACHE DISKS)	P40511-B21	N/A	as above	EDC + 7 weeks	as above	Each	11	-	-	
1.2	HPE 64GB 2Rx4 PC4-3200AA-R Smart Kit	P06035-B21	N/A	as above	EDC + 7 weeks	as above	Each	20	-	-	
1.3	HPE Trusted Platform Module 2.0 Gen10 Plus Black Rivets Kit	P13771-B21	N/A	as above	EDC + 7 weeks	as above	Each	12	-	-	
1.4	Switch 12x 1GB Port PoE Layer 3 2x uplink at 1GB 2x uplink 10GB SFP+ fixed uplink ports; Powered using 315W internal power supply unit; Fanless 2xFO MM 1GB. 2xFO MM 10GB VLAN Trunking Protocol (VTP). Jumbo Frames NBD support and Subscription for IOS update Switch 8 Port 10GB	C9200CX-12P- 2X2G	Level B + CoC	as above	EDC + 12 weeks	as above	Each	1			<p><b>CLIN Summary Instruction:</b> Bidders are to populate all <b>yellow cells</b>. Firm fixed prices need to be provided for every CLIN, with no omissions. If Bidder decides to keep any CLIN at zero costs the reason for it has to be explained in the corresponding Comments field.</p> <p>For the CLIN Summary Tab Bidders have 2 options: A) Columns may be added to the right of the current table; two columns "Unit Price" and "Total Firm Fixed Price" would be added for each additional currency of the bid; B) Bidders may duplicate the CLIN Summary tab for each currency bid.</p> <p><i>Note: Any formulas existing in the cells are provided only to assist the bidder and ultimately all calculations are the bidder's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.</i></p> <p><b>Important Note:</b> The total sum of the "Firm Fixed Price" column in this CLIN Summary sheet should equal the grand total from the "Offer Summary" tab. These totals are also required to be traceable to the totals from the details tabs (Labour+Material+Travel+ODC)= Grand Total= CLIN Summary Tab.</p>
1.5	DELL Mobile Precision 7760 (Intel Xeon W-11955, 24MB cache, 8 cores, 2.6GHz to 5 Ghazi, 45 W, vPro) 1920x1080 NVIDIA RTX A3000, 6GB GDDR6. 64 GB RAM (2x32 GB, DDR4, 3200Mhz, ECC, SODIMM 4TB Gen4 PCIe x4 NVMe,SSD. A minimum of 1 slot shall be empty 2xUSB3.0, 2xUSB min c, 1xAudio English US Keyboard Primary Battery: 6 Cell, 93 Wh, Lithium Ion Power Adapter 2400SFF No Wireleass module With Trust Platform Module	Form Fit Function of DELL Mobile Precision 7760 Acceptable	Level B + CoC	as above	EDC + 12 weeks	as above	Each	3			
1.6	DELL Mobile Precision 7770 Workstation (Intel i7 -12850HX (25MB cache, 24 Threads, 16 cores, 2.1GHz to 4.8 GHz) NVIDIA RTX - at least 4GB RAM 17.3 inch FHD 1920x1080 64 GB RAM (2x32 GB, DDR4, 3200Mhz, ECC, SODIMM 2TB, M.2.2280, Gen4 PCIe x4 NVMe,SSD.A minimum of 1 slot shall be empty English US Keyboard 2xUSB3.0, 2xUSB min c, 1xAudio Primary Battery: 6 Cell, 93 Wh, Lithium Ion Power Adapter 2400SFF No Wireleass module With Trust Platform Module	Form Fit Function of DELL Mobile Precision 7770 Acceptable	Level B + CoC	as above	EDC + 12 weeks	as above	Each	1	-	-	
1.7	INT Xeon-G 6334 CPU for HPE	P36933-B21	N/A	as above	EDC + 7 weeks	as above	Each	2	-	-	
1.8	HPE 16GB 1Rx4 PC4-3200AA-R Smart Kit	P06029-B21	N/A	as above	EDC + 7 weeks	as above	Each	6	-	-	

RFQ-CO-115852 -BMD CLIN Summary											
BASE CONTRACT											
CLIN	Description	Part Number	Tempest Testing CoC: Certificate of Conformity	SOW Reference	Required Delivery Date	Delivery Destination	Unit of Measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments <u>(Mandatory for zero costs lines)</u>
1.9	HPE DL360 Gen10+ High Perf Heat Sink Kit	P26479-B21	N/A	as above	EDC + 7 weeks	as above	Each	2	-	-	
1.10	HPE DL36x Gen10+ High Perf Fan Kit	P26477-B21	N/A	as above	EDC + 7 weeks	as above	Each	2	-	-	
1.11	HPE D3610 w/12 8TB 12G SAS 7.2K LFF (3.5in) Midline Smart Carrier HDD 96TB	Q1J13A	N/A	as above	EDC + 7 weeks	as above	Each	2	-	-	
1.12	HPE External 2.0m (6ft) Mini-SAS HD 4x to Mini-SAS HD 4x Cable	716197-B21	N/A	as above	EDC + 7 weeks	as above	Each	2	-	-	
1.13	HPE Smart Array P408e-p SR Gen1012G SAS PCIe Plug-in Controller	804405-B21	N/A	as above	EDC + 7 weeks	as above	Each	2	-	-	
1.14	HPE DL300 GEN10+ 1U CMA FOR Rail Kit	P26489-B21	N/A	as above	EDC + 7 weeks	as above	Each	2	-	-	
<b>TOTAL PRICE CLIN 1</b>										-	
<b>2</b>	<b>ITB 6 HW Upgrade 1 year warranty</b>			<b>2.1</b>	<b>C1A= CLIN1 Acceptance</b>	<b>NCIA The Hague</b>	<b>Lot</b>	<b>1</b>			
2.1	CLIN1 1 year warranty	N/A	N/A	3.9	C1A to C1A + 1 years	as above	Each	1	-	-	
2.2	Obsolescence Report CLIN 1	N/A	N/A	3.9.14, 3.9.15	C1A + 9 Months	as above	Each	1	-	-	
<b>TOTAL PRICE CLIN 2</b>										-	
<b>Total Firm Fixed Price Base Contract</b>										-	

RFQ-CO-115852 -BMD CLIN Summary											
EVALUATED OPTIONS											
CLIN	Description	Part Number	Tempest Testing CoC: Certificate of Conformity	SOW Reference	Required Delivery Date	Delivery Destination	Unit of Measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments (Mandatory for zero costs lines)
										Declare Currency =>	
3	ITB 6 HW Upgrade Optional items including 1 year warranty			2.2	EDC: Effective Date of Contract	NCIA The Hague					
3.1	Single Foam transport case for CLIN 1.4, CLIN1.5, CLIN1.6 and 1 CISCO VOIP Phone 8841 Custom fitted foam dividers to receive and firmly hold each item. Rigid, Watertight, crushproof, and dustproof. Strong polyurethane wheels with quiet rolling stainless steel bearings. Open cell core with solid wall design (single piece, NOT welded/glued/screwed together) - strong, light weight Retractable extension trolley handle Easy one finger open double-throw latches Stainless steel hardware and padlock protectors Automatic Pressure Equalization Valve to balance interior pressure and to keep water out Comfortable rubber over-molded top and side handles	Form Fit Function Acceptable	N/A	as above	EDC + 7 weeks	as above	Each	2			<p><b>CLIN Summary Instruction:</b> Bidders are to populate all <b>yellow cells</b>. Firm fixed prices need to be provided for every CLIN, with no omissions. If Bidder decides to keep any CLIN at zero costs the reason for it has to be explained in the corresponding Comments field.</p> <p>For the CLIN Summary Tab Bidders have 2 options: A) Columns may be added to the right of the current table; two columns "Unit Price" and "Total Firm Fixed Price" would be added for each additional currency of the bid; B) Bidders may duplicate the CLIN Summary tab for each currency bid.</p> <p><i>Note: Any formulas existing in the cells are provided only to assist the bidder and ultimately all calculations are the bidder's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.</i></p> <p><b>Important Note:</b> The total sum of the "Firm Fixed Price" column in this CLIN Summary sheet should equal the grand total from the "Offer Summary" tab. These totals are also required to be traceable to the totals from the details tabs (Labour+Material+Travel+ODC)= Grand Total= CLIN Summary Tab.</p>
3.2	NVIDIA Licenses	NVIDIA RTX vWS Subscription License 1 Year, 1 CCU	N/A	as above	as above	as above	Each	16			
3.3	<b>Dell S5248F-ON Switch</b> , 48x25GbE SFP28, 4x100GbE QSFP28, 2x100GbE QSFP-DD, PSU to IO, 2xPSU (210-APFB) User Documentation EMEA 1 (631-ABXS) ProSupport Plus OS10 Enterprise Software Support-Maintenance Base Warranty (709-13025) 1Yr Return to Depot - Minimum Warranty (709-17021) 90 Day SW Bug Fixes Support Media Replacement (709-17022) Info Sku stating 3rd Party O/S will be warranted by vendor (710-73324) Support Services (528-10337) INFO 1Yr ProSupport Plus and Next Business Day On-Site Service (865-85511) ProSupport Plus and Next Business Day On-Site Service Jumper Cord - C13/C14, 2M, 250V, 10A (EU, TW, APCC countries except ANZ (450-AFCW) Dell Networking Cable, 2x100GbE, QSFP28-DD to QSFP28-DD, Passive Copper Direct Attach, No FEC, 0.5M (470-ACTP) Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BCZR) Dell Networking, Transceiver, SFP, 1000BASE-T (407-BCZT) OS10 Enterprise, S5248F-ON (634-BRUN)	210-APFB						1			

RFQ-CO-115852 -BMD CLIN Summary											
EVALUATED OPTIONS											
CLIN	Description	Part Number	Tempest Testing CoC: Certificate of Conformity	SOW Reference	Required Delivery Date	Delivery Destination	Unit of Measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments (Mandatory for zero costs lines)
<b>Declare Currency =&gt;</b>											
3.4	Jumper Cord - C13/C14, 2M, 250V, 10A (EU, TW, APCC countries except ANZ)	450-AFCW	N/A	as above	EDC +10 months	as above	Each	2	-	-	
3.5	Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	407-BCZR	N/A	as above	EDC +10 months	as above	Each	14	-	-	
3.6	Dell Networking, Transceiver, SFP, 1000BASE-T	407-BCZT	N/A	as above	EDC +10 months	as above	Each	6	-	-	
3.7	HPE 3.2TB SAS MU SFF BC PM1645a SSD (CAPACITY DISKS)	P40562-B21	N/A	as above	EDC +10 months	as above	Each	1	-	-	
3.8	HPE 3.2TB SAS MU SFF BC MV SSD (CAPACITY DISKS)	P49053-B21	N/A	as above	EDC +10 months	as above	Each	1	-	-	
3.9	Single Foam transport case for transporting: - a single foam block of dimension - Length: 65cm; Height: 43 cm; Depth: 20cm - 1xNTP server unit of dimension - Length: 45cm; Height: 29 cm; Depth: 4.5cm - 1xGPS receiver unit of dimension - Length: 43cm; Height: 29 cm; Depth: 4.5cm - power string with at least 10 power outlets Custom fitted foam dividers to receive and firmly hold each item. Rigid, Watertight, crushproof, and dustproof. Strong polyurethane wheels with quiet rolling stainless steel bearings. Open cell core with solid wall design (single piece, NOT welded/glued/screwed together) - strong, light weight Retractable extension trolley handle Easy one finger open double-throw latches Stainless steel hardware and padlock protectors Automatic Pressure Equalization Valve to balance interior pressure and to keep water out Comfortable rubber over-molded top and side handles	Form Fit Function Acceptable	N/A	as above	EDC + 7 weeks	as above	Each	2	-	-	
<b>TOTAL PRICE CLIN 3</b>										-	
4	<b>ITB 6 HW Upgrade Extended Warranty &amp; Support</b>			3.9	<b>C1A= CLIN1 Acceptance</b>	<b>NCIA The Hague</b>					
4.1	Annual Extended Warranty & Support CLIN 1 (Year 1)	N/A	N/A	3.9	C1A + 1 years to C1A + 2 years	as above	Lot	1	-	-	
4.2	Obsolescence Report CLIN 1 (Year 1)	N/A	N/A	3.9.14, 3.9.15	C1A + 21 Months	as above	Each	1	-	-	
4.3	Annual Extended Warranty & Support CLIN 1 (Year 2)	N/A	N/A	3.9	C1A + 2 years to C1A + 3 years	as above	Lot	1	-	-	
4.4	Obsolescence Report CLIN 1 (Year 2)	N/A	N/A	3.9.14, 3.9.15	C1A + 33 Months	as above	Each	1	-	-	
4.5	Annual Extended Warranty & Support CLIN 1 (Year 3)	N/A	N/A	3.9	C1A + 3 years to C1A + 4 years	as above	Lot	1	-	-	
4.6	Obsolescence Report CLIN 1 (Year 3)	N/A	N/A	3.9.14, 3.9.15	C1A + 45 Months	as above	Each	1	-	-	
<b>TOTAL PRICE CLIN 4</b>										-	
5	<b>SubCLIN3.3 Extended Warranty &amp; Support</b>			3.9	<b>C3.3A=CLIN3.3 Acceptance</b>	<b>NCIA The Hague</b>					
5.1	Annual Extended Warranty & Support CLIN 3.3 (Year 1)	N/A	N/A	3.9	C3.3A + 1 years to C3.3A + 2 years	as above	Lot	1	-	-	
5.2	Annual Extended Warranty & Support CLIN 3.3 (Year 2)	N/A	N/A	3.9	C3.3A + 2 years to C3.3A + 3 years	as above	Lot	1	-	-	

RFQ-CO-115852 -BMD CLIN Summary											
EVALUATED OPTIONS											
CLIN	Description	Part Number	Tempest Testing CoC: Certificate of Conformity	SOW Reference	Required Delivery Date	Delivery Destination	Unit of Measure	Quantity	Unit Price	Total Firm Fixed Price	Optional Comments (Mandatory for zero costs lines)
Declare Currency =>											
5.3	Annual Extended Warranty & Support CLIN 3.3 (Year 3)	N/A	N/A	3.9	C3.3A + 3 years to C3.3A + 4 years	as above	Lot	1	-	-	
5.4	Obsolescence Report CLIN 3.3 (Year 3)	N/A	N/A	3.9.14, 3.9.15	C3.3A + 45 Months	as above	Each	1	-	-	
<b>TOTAL PRICE CLIN 5</b>										-	
<b>Total Firm Fixed Price Evaluated Options</b>										-	

**ANNEX B Prescribed Administrative Forms and Certificates**

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**ANNEX B-1 Certificate of legal name of Bidder**

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

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

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

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

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

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

POINT OF CONTACT REGARDING THIS BID:

NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

ALTERNATIVE POINT OF CONTACT:

NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**NATO UNCLASSIFIED**

**BOOK I RFQ -CO-115852-BMD**  
Bidding Instructions Annexes

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**NATO UNCLASSIFIED**

**ANNEX B-2 Acknowledgement of receipt of RFQ Amendments**

I confirm that the following Amendments to Request for Quote No RFQ-CO-115852 –BMD have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-3 Certificate of Independent Determination**

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**NATO UNCLASSIFIED**

**BOOK I RFQ -CO-115852-BMD**  
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**NATO UNCLASSIFIED**

**ANNEX B-4 Certificate of Understanding**

I certify that

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-5 Certificate Of Bid Validity**

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of three (3) months from the Bid Closing Date of this Request for Quote.

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-6 Certificate Of Exclusion Of Taxes, Duties And Charges**

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



**ANNEX B-7    Comprehension and Acceptance of Contract Special  
Provisions and General Provisions**

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-8 Disclosure of Requirements for NCI Agency Execution of  
Supplemental Agreements**

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

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

2. These supplemental agreements are listed as follows:

*(insert list of supplemental agreements or specify “none”)*

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title & Company

**ANNEX B-9 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**NATO UNCLASSIFIED**

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**ANNEX B-10 Bidder Background Intellectual Property Rights (IPR)**

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

ITEM	DESCRIPTION

The Bidder 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 17 of Prospective Contract Special Provisions.

**ANNEX B-11 List of Subcontractor IPR**

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

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

ITEM	DESCRIPTION

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract.
- c. The Subcontractor IPR stated above complies with the terms Clause 17 the Contract General Provisions.

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-12 List of Third Party IPR**

The 3<sup>rd</sup> Party IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

ITEM	DESCRIPTION

The Bidder 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 Bidder's obligations under the Contract.

The 3<sup>rd</sup> Party IPR stated above complies with the terms specified in Article 17 of Prospective Contract Special Provisions.

**ANNEX B-13 Certification of NATO Member Country Origin of Delivered  
Equipment, Services, Materials And Intellectual Property  
Rights**

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

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within 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 (IPR) 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

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



**ANNEX B-14 Disclosure of Involvement of Former NCI Agency**

**Employment**

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

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

The Bidder hereby certifies that:

- Its personnel, at any tier, working as part of the company’s team preparing the Bid have not held employment with NCI Agency within the last two years.
- It 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 in Annex B-17 of this RFQ):

Employee Name	Former NCI Agency Position	Current Company Position

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-14 Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures**

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

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.

**ANNEX B-15 Supply Chain Security Self-Attestation Statement**

[Name Contractor]

I hereby as [Contractor] affirm that the security of the supply chain for Commercial off the Shelf communication and information systems security enforcing products [...] has been assessed and assessed against the requirements attached hereto named 'Vendor Specific Requirements for Supply Chain Security' “

I endorse this supply chain security statement for the product [...], which covers the

following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-15 Bis Vendor Specific Requirements For Supply Chain Security****1. Supply Chain Security Program Governance**

- 1.1. The vendor of Security Enforcing product shall implement a governed supply chain security program.
- 1.2. This area of security governance describes the practices for a CIS product vendor's overall governance for Supply Chain security and compliance. The program shall cover the following issues:
  - 1.2.1. Governance model:
    - 1.2.1.1. Clearly defining Roles and responsibilities
    - 1.2.1.2. Taking into account key third party vendor and their Supply chain security conformance
  - 1.2.2. Security policies, standards and procedures:
    - 1.2.2.1. Include supply chain security issues in their quality baseline, especially dealing with delivery and manufacturing issues;
    - 1.2.2.2. Maintain a supplier management procedure in their quality baseline;
    - 1.2.2.3. Security incident response procedures
    - 1.2.2.4. Define supply chain security self-assessment and internal audit processes.
- 1.3. The vendor, to improve its practices, should:
  - 1.3.1. Develop and implement a Supply Chain security program including roles and responsibilities, with identifying clearly 3rd Party vendor.
  - 1.3.2. Conform with existing standard and practices like Assurance Life Cycle (ALC) assurance requirements of ISO/IEC 15408, Informational technology – Security techniques – Evaluation criteria for IT security
  - 1.3.3. Develop its policies to manage Supply Chain security risks in the following areas:
    - 1.3.3.1. Manufacturing and service operations
    - 1.3.3.2. Implementation control and validation processes
    - 1.3.3.3. Scrap management processes
    - 1.3.3.4. Cyber threat and vulnerability management
    - 1.3.3.5. Anomaly detection and investigation
    - 1.3.3.6. Counterfeit mitigation, integrity and trapping
    - 1.3.3.7. Compliance management to manufacturing specification note
    - 1.3.3.8. Conduct short-periodic assessments by independent third parties against supply chain security leading practices to identify potential gaps

**2. Security in Manufacturing and Operations**

- 2.1. The governed supply chain security program shall address security in manufacturing and operations.

- 2.2. The area of security in manufacturing and operations describes the practices to protect against Supply Chain security threats and risks in manufacturing operations. It shall address, at least, the following:
- 2.2.1. Security of production platform
  - 2.2.2. Security in Inventory Management
  - 2.2.3. Segregation of Duties
  - 2.2.4. Tracking and Accountability
  - 2.2.5. Scrap Management
  - 2.2.6. Tampering and Malicious Modification
  - 2.2.7. Counterfeit Mitigation
- d.
- 2.3. The CIS product vendor, to improve its practices, should:
- 2.3.1. Implement controls to manage access to material inventory within the production environment.
  - 2.3.2. Maintain accounting of inventory throughout the production lifecycle.
  - 2.3.3. Maintain inventory tracking documentation and/or information for an appropriate agreed time period.
  - 2.3.4. CIS equipment/components should be marked with one or more markers such as company logo, forgery-proof part number to prevent counterfeiting.
  - 2.3.5. Implement applicable separation of duties controls to limit opportunities for counterfeiting, malicious modification and tampering.
  - 2.3.6. Scrap should be tracked and controlled until destroyed or deemed unusable.

### 3. Security in Logistics

- 3.1. The governed supply chain security program shall address security in logistics.
- 3.2. The area of security in logistics describes the practices to protect against security threats and risks during storage and distribution of software, components and products through the Supply Chain. It shall address, at least, the following:
- 3.2.1. Packaging Security
  - 3.2.2. Transportation Security, including tampering detection
  - 3.2.3. Secured Warehousing and Storage,
- 3.3. The CIS product vendor, to improve its practices, should:
- 3.3.1. Ensure anonymity of client by implementing technical mechanism that doesn't require to show human-readable or direct information about client (example given: bar- code...).
  - 3.3.2. Implement a control policy for each equipment/component before their packaging.
  - 3.3.3. Ensure robust tamper detection by advanced mechanism (seal, secure packaging...).
  - 3.3.4. Implement anti-tamper mechanisms

- 3.3.5. Store proprietary material in an access controlled area.
- 3.3.6. Uniquely identify all shipped components using valid identification and tracking techniques (e.g., serial numbers, date codes, license labels).

#### **4. NATO Procurement and Sustainment Information Protection**

- 4.1. The governed supply chain security program shall address NATO procurement and sustainment information protection.
- 4.2. This area addresses the protection of all NATO information handled during the operation of the CIS product and all the services linked to its usage. It covers Information related to the support service and the hotline involved in the maintenance of the product during the sustain phase; Information required by an ancillary service, like signature pushing, necessary for the correct operation of the product and any residual information in equipment handled all along the sustain and end-of-life phases and scrap management The vendor shall address these issues by:
  - 4.2.1. Using of cryptographic mechanisms and products to protect sensitive information exchanged ;
  - 4.2.2. Setting up Information access controls
  - 4.2.3. Enforcing a network security policies regarding confidentiality consistent with the sensitivity data handled, which may include parameters for use of third party cloud service providers
- 4.3. The CIS product vendor, to improve its practices, should:
  - 4.3.1. Secure and control NATO and procurement and sustainment information in a manner such that:
  - 4.3.2. it limits the use for intended purpose;
  - 4.3.3. Limits the access to authorized personnel compliancy with need-to-know concept and cleared at the appropriate NATO level;
  - 4.3.4. Ensures segregation from that of other customers (e.g. separate information system customer directories).
  - 4.3.5. Ensure confidentiality of information during storage, scrapping and while in transit, using techniques as permitted by NATO directives.
  - 4.3.6. Implement all procedures and technical measures to prevent leakage of NATO procurement and sustainment information;
  - 4.3.7. Ensure anonymization or confidentiality of shipping and information gathered during the support and maintenance phases;
  - 4.3.8. Periodically have access control procedures, including visitor access, and all technics used to prevent leakage of information audited by independent control office.
  - 4.3.9. Ensure confidentiality of design and development information that could jeopardize product security.

#### **5. Vendor Physical and Personnel Security**

5.1. The governed supply chain security program shall address vendor physical and personnel security.

5.1.1. This area of personnel security describes the practices to protect NATO's operational or business confidential information when employees and contractors have physical access to such information on Vendor premises. It shall address, at least, the following:

5.1.1.1. Physical Access Controls and Monitoring, in compliance with NATO directive protection of such a confidential information at proper level

5.1.1.2. Security training and awareness, in compliance with NATO directive on protection of such a confidential information at proper level

5.1.2. The CIS product vendor, to improve its practices, should:

5.1.2.1. Implement applicable physical access controls for entering as well as exiting facilities.

5.1.2.2. Periodically have development and loading premises, including all remote network access point audited by independent control office

5.1.2.3. Periodically review and update physical access entitlement and privilege. This review should be based on employee background, adjusting the roles.

5.1.2.4. Deploy periodic security awareness campaigns and training to all personnel addressing the following areas, as applicable:

5.1.2.4.1. Security and information protection practices against social engineering, phishing, malware etc.

5.1.2.4.2. Information systems access

5.1.2.4.3. Security incident detection and reporting

5.1.2.4.4. Response to burglary, robbery and in-transit theft

5.1.2.4.5. Visitor access and challenging un-identified persons or vehicles

5.1.2.4.6. Management and disposal of scrap

5.1.2.4.7. Detection of counterfeit items and malicious modification

## **6. Security in Service Management**

6.1. The governed supply chain security program shall address security in service management.

6.1.1. This area of service management describes the practices to continue to securely deliver support and ancillary services required for the security product to be operated - e.g. online services like signature server - and maintained – e.g. online update server - in an event of a service disruption. It shall address, at least, the following:

6.1.1.1. Security in Business Continuity Planning issues;

6.1.1.2. Business Continuity Plan Testing procedures;

6.1.1.3. Activity Recovery Plan.



6.1.2. The CIS product vendor, to improve its practices, should:

- 6.1.2.1. Implement security controls as part of business continuity efforts (e.g., processes, location) to ensure confidential information is protected during periods of disruption.
- 6.1.2.2. Implement vulnerability survey, both from customers and open sources.
- 6.1.2.3. Post-sale services and configuration support
- 6.1.2.4. Test business continuity plans for security periodically and update them based on the results of the testing.

## **7. Security in Incident Management**

7.1. The governed supply chain security program shall address security in incident management.

7.1.1. This area of security incident management describes the practices to establish and implement a robust incident management process to identify, document and resolve security incidents. It shall address, at least, the following:

- 7.1.1.1. Incident handling and response procedures
- 7.1.2. The CIS product Vendor should:
  - 7.1.2.1. Establish capabilities to identify and respond to security incidents.
  - 7.1.2.2. Assign roles and responsibilities to personnel, including response procedures, to manage security incidents effectively.
  - 7.1.2.3. Review incident response plan periodically and update based on evolving security risks and threats.
  - 7.1.2.4. Vulnerability review and impact analysis on CIS product facilities.
  - 7.1.2.5. Implement analysis of 0-day incidents, including their impact on the supply chain.

## **8. 3rd Party Supplier Management**

8.1. The governed supply chain security program shall address 3rd party supplier management.

8.1.1. This area of 3rd party security describes making multiple tiers of suppliers to a CIS product vendor to NATO aware of all applicable security practices. The prior vendor shall ask to their 1st tier of underlying suppliers/partners for an assessment of the suppliers' supply chain security expressing compliance to this directive. Direct vendors to NATO should make Supply chain security statement of their underlying suppliers available to the contracting authorities.

8.2. Direct vendors to NATO should provide 3rd party suppliers with this directive and make them aware of its content, both requirements and recommended practices.

**ANNEX C Clarification Request Forms**

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

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

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

<b>PRICE</b>					
<b>Serial Nr</b>	<b>RFQ Book</b>	<b>RFQ Section Ref.</b>	<b>QUESTION</b>	<b>ANSWER</b>	<b>Status</b>
<b>P.1</b>					
<b>P.2</b>					
<b>P.3</b>					

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

<b>TECHNICAL</b>					
<b>Serial Nr</b>	<b>RFQ Book</b>	<b>RFQ Section Ref.</b>	<b>QUESTION</b>	<b>ANSWER</b>	<b>Status</b>
<b>T.1</b>					
<b>T.2</b>					
<b>T.3</b>					



**INTEGRATION TEST BED  
ITB BUILD 6 (ITB 6)  
HARDWARE UPGRADE  
BOOK II**

**PROSPECTIVE CONTRACT**

## **GENERAL INDEX**

### **Signature Sheet**

**Part I            Schedule of Supplies and Services**

**Part II           Contract Special Provisions**

**Part III          BOA General Terms and Conditions**

**Part IV          Statement of Work**

**SIGNATURE SHEET**

**PROSPECTIVE CONTRACT CO-115852 -BMD**  
**Between**  
**NCI Organisation, as**  
**represented by the General Manager NCI Agency**  
**(Purchaser)**

**and**

.....  
**(Contractor)**

IN WITNESS HEREOF the parties hereto have caused this agreement to be executed by their duly authorised officers on the date shown hereunder:

Signature of Contractor: .....

Name of Signer: .....

Title of Signer: .....

Date: .....

Signature of Purchaser: .....

Name of Signer: .....

Title of Signer: .....

Date: .....

EFFECTIVE DATE OF CONTRACT: .....

CONTRACT VALUE:

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### **PART III BOA GENERAL PROVISIONS**



**PART I - SCHEDULE OF SUPPLIES AND SERVICES (SSS)**

**(TO BE INSERTED FROM THE BIDDING SHEETS OF THE WINNING BIDDER)**

**RFQ-CO-115852 -BMD**

**INTEGRATION TEST BED  
ITB BUILD 6 (ITB 6)  
HARDWARE UPGRADES**

**PART II - CONTRACT SPECIAL PROVISIONS**



**PART II – CONTRACT SPECIAL PROVISIONS****ARTICLE 1. DEFINITIONS**

- 1.1 Clause 2 “Definitions” of Part I BOA Special Provisions is revised and supplemented by the following:
- 1.2 “Article” shall mean “A provision of the Special Provisions of this Contract”.
- 1.3 “Contract” shall mean “The agreement concluded between the Purchaser and Contractor, duly signed by both parties. The Contract includes the documents referred to in ARTICLE 2 below of these Contract Special Provisions”.
- 1.4 “Contracting Authority” shall mean “The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorized representatives of the Chief of Contracts of the NCI Agency”.
- 1.5 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.
- 1.6 “NCI Agency (NCIA)” shall mean “The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorized to enter into contracts on behalf of the NCI Organization”.
- 1.7 “NCI Organization (NCIO)” shall mean “The NATO Communications and Information Organization. The NCI Organization constitutes an integral part of the North Atlantic Treaty Organization (NATO). The NCI Organization is a legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts”.
- 1.8 “Effective Date of Contract (EDC)” shall mean “The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties”.
- 1.9 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.
- 1.10 “Purchaser” shall mean “The NCI Organization, as represented by the General Manager, NCIA Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties”.
- 1.11 “Acceptance: shall mean “The act of an authorized representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Works rendered as partial or complete performance of the Contract. “Acceptance” in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance.”
- 1.12 Basic Ordering Agreement (BOA) shall mean “Means the separate agreement the Contractor holds with the NCI Agency under the auspices of the NCI Agency BOA Program.”

**ARTICLE 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. Part I - The Schedule of Supplies and Services (SSS)
  - b. Part II - The Contract Special Provisions
  - c. Part III – The Terms of the governing Basic Ordering Agreement as per BOA Contract xxxx
  - d. Part IV – The Statement of Work (SOW)
  - e. The Purchaser’s provided clarifications, issued throughout the bidding period relevant to CO-115852–BMD.
  - f. The Contractor’s proposal (Technical Proposal and Price Quotation) in response to CO-115852 -BMD dated xx xx 2023.

**ARTICLE 3. ALTERATIONS TO THE PART III BOA GENERAL TERMS AND CONDITIONS**

- 3.1. CLAUSE 2 – “DEFINITIONS” of PART I BOA Special Provisions is revised and supplemented by ARTICLE 1– “DEFINITIONS”.
- 3.2. CLAUSE 7 – “WARRANTY” of PART I BOA Special Provisions is revised and supplemented by ARTICLE 13 – “WARRANTY”.
- 3.3. CLAUSE 5 “TITLE AND RISK OF LOSS” of PART II BOA General Provisions is supplemented by ARTICLE 14 TITLE AND RISK OF LOSS
- 3.4. CLAUSE 11 – “INVOICES” of PART II BOA General Provisions is replaced by INVOICES AND PAYMENT ARTICLE 10– “INVOICES AND PAYMENT”.
- 3.5. CLAUSE 7 – “INSPECTION, ACCEPTANCE AND REJECTION OF DELIVERABLES” of PART II BOA General Provisions is revised and supplemented by ARTICLE 12 – “INSPECTION AND ACCEPTANCE”.
- 3.6. CLAUSE 27 – “SECURITY” of PART II BOA General Provisions is revised and supplemented by ARTICLE 22 – “SECURITY”.
- 3.7. CLAUSE 31 – “RIGHTS IN TECHNICAL DATA” of PART II BOA General Provisions is replaced by ARTICLE 15 – “INTELLECTUAL PROPERTY”

**ARTICLE 4. PARTICIPATING COUNTRIES**

- 4.1. The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CORATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, MONTENEGRO, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKIYE, UNITED KINGDOM, UNITED STATES OF AMERICA.

- 4.2. None of the work, including project design, labour and services, shall be performed other than by firms from and within Participating Countries.
- 4.3. No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 4.4. The Intellectual Property Rights for all hardware, firmware and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties shall be paid by the Contractor to any source that does not reside within a Participating Country.

## **ARTICLE 5. COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 5.1. The Contractor warrants that he has read, understood and agreed to each and all terms, articles, 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.
- 5.2. 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.
- 5.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
  - a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
  - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 5.4. Notwithstanding Clause 12 ("Changes") of the BOA General Terms and Conditions or any other article of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

## **ARTICLE 6. SCOPE OF WORK**

- 6.1. This Contract covers the provision and delivery of all items detailed in the Statement of Work and the SSS in accordance with the terms and conditions of the Contract.

**ARTICLE 7. CONTRACT TYPE**

- 7.1. The Basic Contract is a Firm Fixed Price Contract, but also contains Optional CLINs 3, 4 and 5.
- 7.2. Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 7.3. 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.
- 7.4. The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 7.5. The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2020) at the destination(s) defined in the SSS.

**ARTICLE 8. OPTIONS**

- 8.1. CLIN 3 is optional and is available for unilateral exercise by the Purchaser at any time and in any combination of its SubCLINs from Effective Date of Contract until end of the period of validity indicated in 8.2.1 through 8.2.3 below.
- 8.2. CLIN 4 is optional and is available for unilateral exercise by the Purchaser at any time and in any combination from Effective Date of Contract until end of the period of validity indicated in 8.2.1 through 8.2.3 below.
  - 8.2.1. SubCLINs 4.1 and 4.2 may be exercised latest 1 year after CLIN 1 Acceptance; after which the option will be deemed to have expired.
  - 8.2.2. SubCLINs 4.3 and 4.4 may be exercised latest 2 years after CLIN 1 Acceptance; after which the option will be deemed to have expired.
  - 8.2.3. SubCLIN 4.5 and 4.6 may be exercised latest 3 years after CLIN 1 Acceptance; after which the option will be deemed to have expired.
- 8.3. CLIN 5 is optional and is available for unilateral exercise by the Purchaser at any time and in any combination from Effective Date of Contract until end of the period of validity indicated in 8.3.1 through 8.3.3 below.
  - 8.3.1. SubCLIN 5.1 may be exercised latest 1 year after CLIN 3.3 Acceptance; after which the option will be deemed to have expired.
  - 8.3.2. SubCLIN 5.2 may be exercised latest 2 years after CLIN 3.3 Acceptance; after which the option will be deemed to have expired.
  - 8.3.3. SubCLINs 5.3 and 5.4 may be exercised latest 3 years after CLIN 3.3 Acceptance; after which the option will be deemed to have expired.
- 8.4. Quoted unit prices of CLIN 3, 4 and 5 are firm fixed prices throughout the duration of the contract and they are independent of the actual quantity of units or other options exercised nor shall it impact the execution of any other (Sub)CLINs. The

Purchaser is not obliged to exercise any option or quantity. The quantities stated in the SSS are only indicative.

- 8.5. If the Purchaser exercises such options, the Contractor shall deliver such specified quantities of additional or alternative supplies and services at the times and to the destinations as specified in the Contract.
- 8.6. If Option 4 or 5 are exercised, the Contractor will have a minimum period of period of forty-five (45) days between notification and the required Performance Start Date.
- 8.7. This ARTICLE 8 does not create an obligation on the part of the Purchaser to exercise any Option(s).

#### **ARTICLE 9. PLACE AND TERMS OF DELIVERY**

- 9.1. Deliverables under this Contract shall be delivered at such times and delivery destination as set forth in the Schedule of Supplies and Services and Statement of Work. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

#### **ARTICLE 10. INVOICES AND PAYMENT**

- 10.1. This article replaces Clause 11 – “Invoices” of Part II BOA General Terms and Conditions:
- 10.2. Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.
- 10.3. 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.
- 10.4. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 10.5. No payment shall be made for additional items delivered that are not specified in the contractual document.
- 10.6. The Contractor shall be entitled to submit invoices after the successful delivery of CLIN 1 SubCLINs and written Purchaser’s inspection and acceptance in writing on the basis of proper inventory and delivery documentation to be provided by the Contractor.
- 10.7. For CLIN 2, Contractor shall submit invoices semi-annually, at the end of each period of performance of six months.
- 10.8. Where exercised, Contractor shall invoice CLIN 3 SubCLINs after successful delivery and written Purchaser’s inspection and acceptance in writing on the basis of proper inventory and delivery documentation to be provided by the Contractor.
- 10.9. Where exercised, for Optional SubCLINs 4.1 through 4.6 and SubCLINs 5.1 through 5.4, Contractor shall submit invoices semi-annually, at the end of each period of performance of six months.

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

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

10.12. The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 ("Taxes and Duties") of the BOA General Terms and Conditions.

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

10.14. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:

- a) Contract number CO-115852-BMD
- b) Contract Amendment number (if any),
- c) Purchase Order number PO **xxxxx**,
- d) Contract Line Item(s) (CLIN(s)) as they are defined in the priced SSS
- e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).

10.15. 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.

10.16. Invoices referencing "CO-115852-BMD/PO **xxxxx**" shall be submitted in electronic format to:

[accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int)

An Electronic copy shall be sent to the Contracting Officer, at the email address specified in Article 16.6 of the Special Contract Provisions.

10.17. NCI Agency will make payment within 60 days of receipt of a properly prepared and documented invoice.

## **ARTICLE 11.       QUALITY ASSURANCE**

11.1. The Contractor shall undertake quality control of each batch of equipment prior to shipment and shall present the report of the checks in a written form together with the shipment of goods.

## **ARTICLE 12.       INSPECTION AND ACCEPTANCE**

12.1. Clause 7 "Inspection, Acceptance and Rejection" of Part II BOA General Terms and Conditions is hereby supplemented with this Article:



- 12.2. The Purchaser will accept, accept with comments or reject Deliverables in writing within thirty (30) calendar days after delivery except where otherwise specified in the Statement of Work.
- 12.3. Acceptance shall be conclusive except for hidden defects, fraud or gross mistakes amounting to fraud. If Acceptance is not conclusive for any of these causes, the Purchaser, in addition to any other rights and remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor to:
- a. At no increase in Contract price, to correct or replace the defective or non-conforming Deliverables at the original point of delivery or at the Contractor's plant (at the Purchaser's election) and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Purchaser; or
  - b. Within a reasonable time after the Contractor's receipt of notice of defects or non-conformance, to make repayment of such portion of the Contract price as is equitable under the circumstances if the Purchaser elects not to require correction or replacement.
- 12.4. When Deliverables are rejected by the Purchaser and returned to the Contractor, the Contractor shall bear transportation costs from the original point of delivery to the Contractor and return to the original point of delivery when that point is not the Contractor's plant.
- 12.5. Acceptance by the Purchaser will indicate that the Contractor's documents, plans, design or other aspects of the Contractor's work demonstrated during the event appear sound and can be used for further work. Such Acceptance shall not discharge the Contractor from any of his responsibilities under this Contract, including future necessary re-work, re-design, modification or adjustment of Contractor work based upon a Contractor design or plan from an earlier date regardless of its approval by the Purchaser.

### **ARTICLE 13. WARRANTY**

- 13.1. Clause 7 "WARRANTY" of Part I BOA Special Provisions is supplemented with the following:
- 13.2. The Contractor shall provide its standard warranty on all material and installed works provided under this Contract. The warranty requirements for each type of equipment are described in the equipment specifications Part IV SOW, paragraphe 3.9. titled WARRANTY & SUPPORT
- 13.3. The Contractor shall warrant, for a period of one (1) year following the date of the Acceptance by the Purchaser, in writing, that Supplies under normal use will be free from defects in materials and workmanship and the system under normal use will perform without significant errors that will make it unusable.
- 13.4. If an optional warranty extension is exercised, the Contractor shall extend the warranty period as per ARTICLE 8 above, for all HW components delivered under this contract until the end of the exercised warranty period.

- 13.5. For this purpose the Contractor shall provide exact warranty conditions and detailed handling instructions, including information of Points of Contact (PoC) to be contacted in case of a warranty claim.
- 13.6. Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items including:
- a. all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
  - b. the system will, under normal conditions, perform without errors which make it unusable; and
  - c. the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 13.7. The Purchaser will inform the Contractor in writing by a warranty claim of any defect within seven (7) business days after its discovery and the circumstances of its discovery. The Contractor shall respond to the warranty claim within one (1) working day, by engaging with the Purchaser's personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractor's responsibility within the warranty.
- 13.8. In the case a failure could not be identified within (3) business day, even with on-call assistance from the Contractor, the Contractor shall dispatch a field engineer to provide an on-site solution to be implemented within ten (10) business days from the notification by the Purchaser.
- 13.9. For items that do not need be returned to the Contractor's facility for service or repair, the Contractor shall resolve all warranty claims within seven (7) business days from the notification by the Purchaser.
- 13.10. If there is a replacement item required, then the warranty claim shall be completely resolved and closed within ten (10) Next Business Days starting from the from the notification by the Purchaser.
- 13.11. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser within fifteen (15) days of their arrival at the Contractor's facility.
- 13.12. For TEMPEST tested devices, if there is a replacement item required, the warranty claims shall be completely resolved and closed within twenty (20) Next Business Days starting from the notification by the Purchaser creating a warranty claim via email to the Contractor PoC.
- 13.13. The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this article. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well

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

13.14. The Contractor shall, at its option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract without any additional cost to the Purchaser.

13.15. 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.

13.16. Notwithstanding the provision of above paragraph 13.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.

13.17. This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Clause 17 "Disputes and arbitration" of BOA General Provisions.

#### **ARTICLE 14. TITLE AND RISK OF LOSS**

14.1. Clause 5 "Title and Risk of Loss" of Part II BOA General Provisions is supplemented by the following:

14.2. Title and Risk of Loss to all delivered equipment and documentation shall transfer to and vest with the Purchaser upon acceptance of each delivered equipment and documentation as defined in the SSS and the SOW.

#### **ARTICLE 15. INTELLECTUAL PROPERTY**

15.1. This article supplements Clause 31 – "RIGHTS IN TECHNICAL DATA" of Part II BOA General Provisions:

15.2. Any use of Background IPR as stated in Annex A of the Contract Special Provisions for the purpose of carrying out the work pursuant to the Contract shall, subject to any obligation on the part of the Contractor to make payments to any third party in respect of IPR which is licensed from such third party, be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable license to use and authorise others to use any Background IPR for the purpose of exploiting or otherwise using the Foreground IPR, including national purposes by NATO member nations.

15.3. Any use of Background IPR as stated in Annex A of the Contract Special Provisions and unless specifically applicable to COTS items, is not limited to the number of users or the number of licenses required by the Contract for the use of the system. With the exception of COTS items, the Purchaser reserves the right to use the Background IPR as stated in Annex A for any number of users and number of licenses as required, at no additional cost to the Purchaser.

**ARTICLE 16. CONTRACT ADMINISTRATION**

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

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

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

16.4. Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.

16.5. All notices and communications shall be effective on receipt.

16.6. Official Points of Contact:

Purchaser	Contractor
NCI Agency	Company
For contractual matters: Attn: Ms Elif Bailey Contracting Officer Tel: +32 2 707 2259 E-mail: Elif.Bailey@ncia.nato.int	For contractual matters: Attn: xxxx Tel: E-mail:

For technical/project management matters: Attn. Tel: E-mail:	For technical/project management matters: Attn: Tel: E-mail:
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or to such address as the Purchaser may from time to time designate in writing.

- 16.7. The Purchaser may assign Technical Representatives who will monitor work in progress and provide Contractor personnel with instruction and guidance (within the general scope of work) in performance of their duties and working schedule. The Technical Representatives do not have the authority to change the terms of the Contract or to increase the overall cost, duration or level of effort of the Contract. The Technical Representatives do have the authority, within the general scope of work, to provide direction to the Contractor personnel in performance of their duties.
- 16.8. In case the Contractor believes that any technical direction received from the Technical Representative constitutes a change to the terms, conditions and/or specifications of the Contract, it shall immediately inform in writing the Purchaser Contracting Authority, who will either confirm or revoke such direction within two weeks after notification by the Contractor. If such direction is confirmed as a change, this change will be formalized by written amendment to the Contract pursuant to Clause 12 "Changes" of BOA General Provisions.
- 16.9. Failure of the Contractor to notify the Purchaser Contracting Authority of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

## **ARTICLE 17. CHANGES**

- 17.1. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, as described in Clause 12 ("Changes") of the BOA General Provisions.
- 17.2. Except as otherwise provided for in this Contract, prices quoted for the changes, modifications, etc. shall have a minimum validity period of 6 months from submission.

## **ARTICLE 18. COTS PRODUCTS REPLACEMENT**

- 18.1. 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 at equivalent or enhanced performance without a price or life-cycle support cost increase.
- 18.2. 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.

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

## **ARTICLE 19. LIQUIDATED DAMAGES**

19.1. If the Contractor fails to:

- a) successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or
- b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,

c) Fails to meet the performance dates defined in paragrapge 13.7 through 13.12 the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of Articles 19.1.a 19.1.b and 19.1.c), fixed and agreed liquidated damages of 300 EUR (Three Hundred Euro) for each day of delinquency in achieving the respective CLIN delivery date. These liquidated damages will begin to accrue on the first day after the date on which delivery was scheduled.

19.2. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 19 ("Termination for Default") of the BOA General Provisions. In such event, subject to the provisions of Clause 17 ("Disputes and Arbitration" of the BOA General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.

19.3. In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 ("Termination for Default") of the BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.

19.4. Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in the paragraph above to an aggregate sum of all delinquent items not to exceed Fifteen Percent (15%) of the total value of the Contract. These liquidated damages shall accrue automatically and without any further notice being required.

- 19.5. The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
  - b. By proceeding against any surety or deducting from the Performance Guarantee if any
  - c. By reclaiming such damages through appropriate legal remedies.

**ARTICLE 20. SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS**

20.1. The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with Clause 19 ("Termination for Default") of the BOA General Provisions hereafter.

20.2. Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser.

20.3. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

20.4. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject
	xxxxxx	

**ARTICLE 21. SUB-CONTRACTORS**

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

21.2. The Contractor shall not place sub-contracts outside the NATO member Nations unless the prior authorisation of the Purchaser has been obtained. Such authorisation will not be granted when the sub-contract involves the carrying out of classified work.

## **ARTICLE 22. SECURITY**

22.1. This Article supplements Clause 27 ("Security") of the Part II BOA General Provisions

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

22.3. The security classification of this Contract is "NATO UNCLASSIFIED".

22.4. Contractor's personnel visiting or working at Purchaser's facilities in connection with this Contract shall hold a confirmed NATO S\*CRET security clearance valid for the duration of the Contract at the Effective Date of Contract (EDC). This requirement applies to all sub-Contracts issued by the Contractor for the effort under this prime Contract.

22.5. It is the responsibility of the Contractor to ensure that its personnel obtain the required security clearances and transmit this information to the Purchaser and to the sites to be visited at least 3 weeks before personnel deployment that the site may perform the appropriate administration.

22.6. The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.

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

22.8. If during the performance of the Contract, Contractor's personnel need to be escorted because of non-availability of the security clearance required by the Site, the Contractor shall pay to the Purchaser a compensatory fee of 900 Euro per day of escort that may be deducted by the Purchaser unilaterally and at its sole discretion from any invoice submitted and relevant to the performance under this Contract.

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

22.10. In the absence of valid security clearances for the Contractor's personnel during the performance of the Contract, the Purchaser reserves the right to terminate the Contract for Default as per Clause 19 ("Termination for Default") of the BOA General Provisions.



**ARTICLE 23. PERSONNEL SECURITY**

- 23.1. The Contractor shall ensure that all Contractor and Subcontractor personnel that shall work on a NATO site have a valid NS clearance as required by NATO policy. The Contractor shall provide proof that each team member is in possession of a valid NS security clearance prior to Contract Award. Although staff working in the back office do not need clearances, they would need a clearance to access or use any NATO system.
- 23.2. The Contractor shall process all Contractor and Subcontractor personnel through NATO security at each site, adhering to their procedures for clearances, to obtain security badges for the duration of the on-site activities. Different sites could have different rules and procedures.
- 23.3. The only exemption is for other Contractor staff who would be only visiting as needed, such as Contractor's Contracting Officer or other management staff. These visits would require escorting in the absence of security clearances and as such shall be limited to short meetings at NATO premises.

**ARTICLE 24. APPLICABLE REGULATIONS**

- 24.1. The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices in the country of performance under this Contract.
- 24.2. The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of performance's safety provisions.
- 24.3. In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' Security Officer.

**ARTICLE 25. AUDITING AND ACCOUNTING**

- 25.1. The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 25.2. The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of ARTICLE 10 "Invoices and Payment" of the Contract Special Provisions.
- 25.3. In the event of this Contract being terminated in accordance with Clause 20 "Termination for Convenience of the Purchaser" of BOA General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

**ARTICLE 26. TRANSPORTATION OF EQUIPMENT**

- 26.1. All supplies covered under this Contract shall be transported to final destination at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.
- 26.2. Items shipped under Warranty for repair or otherwise from Brunsumm (NL) or the NCI Agency The Hague to the Contractor shall be the responsibility of the Purchaser.
- 26.3. Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

**ARTICLE 27. ASSIGNMENT**

- 27.1. The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.
- 27.2. NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

**ARTICLE 28. FORCE MAJEURE CLAUSE**

- 28.1. "Force Majeure" means the occurrence of an event or circumstance that prevents a Party (the "Affected Party") from performing one or more of its contractual obligations under the Contract, provided that: (i) it renders performance impossible; (ii) it is beyond the Affected Party's reasonable control and without the Affected Party's cause, fault or negligence; (iii) by its nature it could not have been reasonably foreseen at the time of conclusion of the Contract; and (iv) the effects of it could not reasonably have been avoided or overcome by the Affected Party.
- 28.2. Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [1] are all fulfilled, include:
- 28.2.1. war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
  - 28.2.2. civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
  - 28.2.3. currency and trade restriction, embargo, sanction;
  - 28.2.4. act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
  - 28.2.5. plague, epidemic, natural disaster or extreme natural event;
  - 28.2.6. explosion, fire, destruction of equipment, prolonged break-down of

transport, telecommunication, information system or energy; and

- 28.2.7. general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 28.3. The Affected Party must give the other party to the Contract (the "Other Party") written notice without delay detailing the occurrence and its expected duration. The Other Party shall within a reasonable time respond, stating whether it accepts or rejects the occurrence as Force Majeure.
- 28.4. If the Other Party accepts the occurrence as Force Majeure, the Contract shall remain in force but the Parties will be relieved from performance of their obligations (including payment) under Contract, from the date at which the Other Party received written notice, for so long as the effects of Force Majeure continue or for ninety (90) days, whichever is the shorter, provided that:
- 28.4.1. the Affected Party makes all reasonable efforts to limit the effects of Force Majeure upon performance and to avoid or overcome the effects of Force Majeure;
- 28.4.2. the suspension of performance is of no greater scope than is necessitated by Force Majeure;
- 28.4.3. the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [28.4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.
- 28.5. Neither Party shall be in breach of the Contract nor liable for delay in performing, or for failing to perform, its obligations under the Contract, due to Force Majeure.
- 28.6. Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety(90) days, the Parties may agree: (a) to a revised delivery schedule at no cost; (b) to a reduction of scope terminating part of the contract at no cost; or (c) to terminate the whole of the Contract at no cost.

**ARTICLE 29. Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees.**

29.1. This article supplements BOA General Provisions Article 28, Release of Information

29.1.1. Definitions. As used in this clause –

29.1.1.1. Resource Committees means committees under the North Atlantic Council (NAC) that are responsible, within the broad policy guidance provided by the Resource Policy and Planning Board (RPPB) on matters of

resource allocation, for the implementation of the NATO Security Investment Programme (NSIP) or Budget/Civil budgets.

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

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

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

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

29.1.2.1. Within or in connection with a bid, quotation or offer; or

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

29.1.3. Flowdown include the substance of this clause, including this paragraph (329.1.3), in all subcontracts, including subcontracts for commercial items.

## **ARTICLE 30. INDEMNITY**

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

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

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

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

**ARTICLE 31. CYBERSECURITY**

31.1. The Contractor shall report to Purchaser without delay and take remedial action upon discovery or awareness of cyber incidents.

31.1.1. Cyber incident means actions taken directly or indirectly through the use of computer networks that result in a compromise or a potential compromise, or an actual or potentially adverse effect, on an information system and/or the information residing therein.

31.1.2. Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media or external networks may have occurred.

31.2. Cyber incidents are considered cybersecurity issues. The Contractor shall establish and maintain a process for identifying, tracking, reviewing, reporting, and resolving cybersecurity issues. The Contractor shall provide all relevant information on cybersecurity issues from this process to Purchaser without delay. Without delay for the purposes of this article means one working day or as soon as possible under the circumstances.

31.3. This provision is in addition to any other requirements placed upon the Contractor, and does not replace or modify any other requirement.

**ANNEX A. CONTRACTOR AND SUBCONTRACTOR BACKGROUND IPR**

a. The Contractor Background IPR specified in Table 1 will be used for the purpose of carrying out work pursuant to the prospective Contract.

IPR DESCRIPTION	IPR OWNER	REMARKS/RESTRICTIONS <sup>1</sup>
	XXXX	

**Table 1 – Contractor Background IPR**

b. The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor’s obligations under the Contract.

c. The Contractor Background IPR stated above complies with the terms specified in ARTICLE 15. of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.

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<sup>1</sup> Indicate whether the IPR is applicable to a COTS product

**ANNEX B. SUPPLY CHAIN SECURITY SELF-ATTESTATION STATEMENT**

**[Name Contractor]**

I hereby as [Contractor] affirm that the security of the supply chain for Commercial off the Shelf communication and information systems security enforcing products [...] has been assessed and assessed against the requirements attached hereto named 'Vendor Specific Requirements for Supply Chain Security' "

I endorse this supply chain security statement for the product [...], which covers the

following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B Bis Vendor Specific Requirements For Supply Chain Security**

1. Supply Chain Security Program Governance
  - 1.1. The vendor of Security Enforcing product shall implement a governed supply chain security program.
  - 1.2. This area of security governance describes the practices for a CIS product vendor's overall governance for Supply Chain security and compliance. The program shall cover the following issues:
    - 1.2.1. Governance model:
      - 1.2.1.1. Clearly defining Roles and responsibilities
      - 1.2.1.2. Taking into account key third party vendor and their Supply chain security conformance
    - 1.2.2. Security policies, standards and procedures:
      - 1.2.2.1. Include supply chain security issues in their quality baseline, especially dealing with delivery and manufacturing issues;
      - 1.2.2.2. Maintain a supplier management procedure in their quality baseline;
      - 1.2.2.3. Security incident response procedures
      - 1.2.2.4. Define supply chain security self-assessment and internal audit processes.
  - 1.3. The vendor, to improve its practices, should:
    - 1.3.1. Develop and implement a Supply Chain security program including roles and responsibilities, with identifying clearly 3rd Party vendor.
    - 1.3.2. Conform with existing standard and practices like Assurance Life Cycle (ALC) assurance requirements of ISO/IEC 15408, Informational technology – Security techniques – Evaluation criteria for IT security
    - 1.3.3. Develop its policies to manage Supply Chain security risks in the following areas:
      - 1.3.3.1. Manufacturing and service operations
      - 1.3.3.2. Implementation control and validation processes
      - 1.3.3.3. Scrap management processes
      - 1.3.3.4. Cyber threat and vulnerability management
      - 1.3.3.5. Anomaly detection and investigation
      - 1.3.3.6. Counterfeit mitigation, integrity and trapping
      - 1.3.3.7. Compliance management to manufacturing specification note
      - 1.3.3.8. Conduct short-periodic assessments by independent third parties against supply chain security leading practices to identify potential gaps
2. Security in Manufacturing and Operations
  - 2.1. The governed supply chain security program shall address security in manufacturing and operations.
  - 2.2. The area of security in manufacturing and operations describes the practices to protect against Supply Chain security threats and risks in manufacturing operations. It shall address, at least, the following:
    - 2.2.1. Security of production platform
    - 2.2.2. Security in Inventory Management
    - 2.2.3. Segregation of Duties
    - 2.2.4. Tracking and Accountability
    - 2.2.5. Scrap Management
    - 2.2.6. Tampering and Malicious Modification
    - 2.2.7. Counterfeit Mitigation
  - d.
  - 2.3. The CIS product vendor, to improve its practices, should:
    - 2.3.1. Implement controls to manage access to material inventory within the production environment.
    - 2.3.2. Maintain accounting of inventory throughout the production lifecycle.
    - 2.3.3. Maintain inventory tracking documentation and/or information for an appropriate agreed time period.
    - 2.3.4. CIS equipment/components should be marked with one or more markers such as company logo, forgery-proof part number to prevent counterfeiting.
    - 2.3.5. Implement applicable separation of duties controls to limit opportunities for counterfeiting, malicious modification and tampering.
    - 2.3.6. Scrap should be tracked and controlled until destroyed or deemed unusable.



### 3. Security in Logistics

- 3.1. The governed supply chain security program shall address security in logistics.
- 3.2. The area of security in logistics describes the practices to protect against security threats and risks during storage and distribution of software, components and products through the Supply Chain. It shall address, at least, the following:
  - 3.2.1. Packaging Security
  - 3.2.2. Transportation Security, including tampering detection
  - 3.2.3. Secured Warehousing and Storage,
- 3.3. The CIS product vendor, to improve its practices, should:
  - 3.3.1. Ensure anonymity of client by implementing technical mechanism that doesn't require to show human-readable or direct information about client (example given: bar- code...).
  - 3.3.2. Implement a control policy for each equipment/component before their packaging.
  - 3.3.3. Ensure robust tamper detection by advanced mechanism (seal, secure packaging...).
  - 3.3.4. Implement anti-tamper mechanisms
  - 3.3.5. Store proprietary material in an access controlled area.
  - 3.3.6. Uniquely identify all shipped components using valid identification and tracking techniques (e.g., serial numbers, date codes, license labels).

### 4. NATO Procurement and Sustainment Information Protection

- 4.1. The governed supply chain security program shall address NATO procurement and sustainment information protection.
- 4.2. This area addresses the protection of all NATO information handled during the operation of the CIS product and all the services linked to its usage. It covers Information related to the support service and the hotline involved in the maintenance of the product during the sustain phase; Information required by an ancillary service, like signature pushing, necessary for the correct operation of the product and any residual information in equipment handled all along the sustain and end-of-life phases and scrap management The vendor shall address these issues by:
  - 4.2.1. Using of cryptographic mechanisms and products to protect sensitive information exchanged ;
  - 4.2.2. Setting up Information access controls
  - 4.2.3. Enforcing a network security policies regarding confidentiality consistent with the sensitivity data handled, which may include parameters for use of third party cloud service providers
- 4.3. The CIS product vendor, to improve its practices, should:
  - 4.3.1. Secure and control NATO and procurement and sustainment information in a manner such that:
    - 4.3.2. it limits the use for intended purpose;
    - 4.3.3. Limits the access to authorized personnel compliancy with need-to-know concept and cleared at the appropriate NATO level;
    - 4.3.4. Ensures segregation from that of other customers (e.g. separate information system customer directories).
    - 4.3.5. Ensure confidentiality of information during storage, scrapping and while in transit, using techniques as permitted by NATO directives.
    - 4.3.6. Implement all procedures and technical measures to prevent leakage of NATO procurement and sustainment information;
    - 4.3.7. Ensure anonymization or confidentiality of shipping and information gathered during the support and maintenance phases;
    - 4.3.8. Periodically have access control procedures, including visitor access, and all technics used to prevent leakage of information audited by independent control office.
    - 4.3.9. Ensure confidentiality of design and development information that could jeopardize product security.

### 5. Vendor Physical and Personnel Security

- 5.1. The governed supply chain security program shall address vendor physical and personnel security.

5.1.1. This area of personnel security describes the practices to protect NATO's operational or business confidential information when employees and contractors have physical access to such information on Vendor premises. It shall address, at least, the following:

5.1.1.1. Physical Access Controls and Monitoring, in compliance with NATO directive protection of such a confidential information at proper level

5.1.1.2. Security training and awareness, in compliance with NATO directive on protection of such a confidential information at proper level

5.1.2. The CIS product vendor, to improve its practices, should:

5.1.2.1. Implement applicable physical access controls for entering as well as exiting facilities.

5.1.2.2. Periodically have development and loading premises, including all remote network access point audited by independent control office

5.1.2.3. Periodically review and update physical access entitlement and privilege. This review should be based on employee background, adjusting the roles.

5.1.2.4. Deploy periodic security awareness campaigns and training to all personnel addressing the following areas, as applicable:

5.1.2.4.1. Security and information protection practices against social engineering, phishing, malware etc.

5.1.2.4.2. Information systems access

5.1.2.4.3. Security incident detection and reporting

5.1.2.4.4. Response to burglary, robbery and in-transit theft

5.1.2.4.5. Visitor access and challenging un-identified persons or vehicles

5.1.2.4.6. Management and disposal of scrap

5.1.2.4.7. Detection of counterfeit items and malicious modification

6. Security in Service Management

6.1. The governed supply chain security program shall address security in service management.

6.1.1. This area of service management describes the practices to continue to securely deliver support and ancillary services required for the security product to be operated - e.g. online services like signature server - and maintained – e.g. online update server - in an event of a service disruption. It shall address, at least, the following:

6.1.1.1. Security in Business Continuity Planning issues;

6.1.1.2. Business Continuity Plan Testing procedures;

6.1.1.3. Activity Recovery Plan.

6.1.2. The CIS product vendor, to improve its practices, should:

6.1.2.1. Implement security controls as part of business continuity efforts (e.g., processes, location) to ensure confidential information is protected during periods of disruption.

6.1.2.2. Implement vulnerability survey, both from customers and open sources.

6.1.2.3. Post-sale services and configuration support

6.1.2.4. Test business continuity plans for security periodically and update them based on the results of the testing.

7. Security in Incident Management

7.1. The governed supply chain security program shall address security in incident management.

7.1.1. This area of security incident management describes the practices to establish and implement a robust incident management process to identify, document and resolve security incidents. It shall address, at least, the following:

7.1.1.1. Incident handling and response procedures

7.1.2. The CIS product Vendor should:

7.1.2.1. Establish capabilities to identify and respond to security incidents.

7.1.2.2. Assign roles and responsibilities to personnel, including response procedures, to manage security incidents effectively.

7.1.2.3. Review incident response plan periodically and update based on evolving security risks and threats.

7.1.2.4. Vulnerability review and impact analysis on CIS product facilities.

7.1.2.5. Implement analysis of 0-day incidents, including their impact on the supply chain.

8. 3rd Party Supplier Management

8.1. The governed supply chain security program shall address 3rd party supplier management.

8.1.1. This area of 3rd party security describes making multiple tiers of suppliers to a CIS product vendor to NATO aware of all applicable security practices. The prior vendor shall ask to their 1st tier of underlying suppliers/partners for an assessment of the suppliers' supply chain security expressing compliance to this directive. Direct vendors to NATO should make Supply chain security statement of their underlying suppliers available to the contracting authorities.

8.2. Direct vendors to NATO should provide 3rd party suppliers with this directive and make them aware of its content, both requirements and recommended practices.

## **PART III – BOA GENERAL TERMS AND CONDITIONS<sup>2</sup>**

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<sup>2</sup> As per BOA Contract **xxxx**

**AIR AND MISSILE DEFENCE COMMAND AND  
CONTROL DIRECTORATE BALLISTIC MISSILE DEFENCE  
PROGRAMME**

**RFQ-CO-115852-BMD-SOW  
INTEGRATION TEST BED  
ITB BUILD 6 (ITB 6)  
HARDWARE UPGRADE**

**BOOK II -  
PART IV - STATEMENT OF WORK  
CP OA1303REV1  
PROJECT SERIAL 2005/0VA03020-01**



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## 1 INTRODUCTION

### 1.1 PURPOSE

1.1.1 This procurement concerns the provision of Hardware for NATO Communication and Information (NCI) Agency Ballistic Missile Defence (BMD) Integration Test Bed (ITB), from now ITB.

### 1.2 SCOPE

1.2.1 This is a contract for hardware equipment and associated warranty support. Equipment will be delivered as detailed in the Contract Special Provisions Article 7.

1.2.2 This Statement of Work (SOW) provides the conditions and requirements for:

#### **Base Contract:**

##### **CLIN 1 HW Upgrade**

- CLIN 1 includes the delivery of the ITB Build 6 hardware upgrade, technical documentation, quality assurance, supply chain security.

##### **CLIN 2 HW Upgrade warranty**

- Integrated Logistics Support deliverables: warranty and support, including the obsolescence report for CLIN 1.

#### **Contract Options:**

##### **CLIN 3 HW Upgrade Optional items**

- CLIN 3 provides the optional hardware items, their delivery, technical documentation, warranty & support, quality assurance and supply chain security.

##### **CLIN 4 HW Upgrade Extended Warranty & Support**

- CLIN 4 includes extended Integrated Logistics Support deliverables: warranty and support, including the obsolescence report for CLIN 1.

##### **CLIN 5 SubCLIN3.3 Extended Warranty & Support**

- CLIN 5 includes extended warranty and support, including the obsolescence report for CLIN 3.3.

1.2.3 In accordance with the Schedule of Supplies and Services (SSS), the location for equipment delivery is

- NCI Agency The Hague, The Netherlands

### 1.3 REFERENCE DOCUMENTS

1.3.1 The following are reference documents.

- A. SDIP 27/2 NATO TEMPEST Requirements and Evaluation Procedures.  
Published as C3B Document AC/322-D(2016)0022, March 2016
- B. [NATO Certified Tempest Vendors](https://www.ia.nato.int/niapc/tempest/vendors)  
<https://www.ia.nato.int/niapc/tempest/vendors>
- C. [NATO Tempest Equipment Selection Process](https://www.ia.nato.int/niapc/tempest/certification-scheme)  
<https://www.ia.nato.int/niapc/tempest/certification-scheme>
- D. Technical and Implementation Directive on Supply Chain Security for COTS  
CIS Security Enforcing Products – AC\_322-D(2017)0016(INV), March 2017



**2 CLIN 1 AND CLIN 3: HARDWARE UPGRADE****2.1 REQUIREMENTS**

- 2.2** The Contractor shall deliver all Hardware and associated support as specified in this SOW and in the Schedule of Supplies and Services (SSS), to the specified destination.
- 2.3** The Contractor shall adhere to the delivery dates as described in the Schedule of Supplies and Services (SSS) and if requested by the Purchaser, the Contractor shall execute partial shipments to deliver the items as they become available at no additional cost to the Purchaser.
- 2.4** The Contractor shall deliver CLIN 1 and if exercised the optional CLIN 3, according to specified Manufacturer and product.
- 2.5** In case of discontinuity, the Contractor shall provide components considered as successor from the manufacturer and meeting at least the same performance.
- 2.6** In addition to paragraph 2.5 above, the successor of SubCLINS 1.1, 1.2, and if exercised the optional SubCLINS 3.5 and 3.6 shall be compatible with VMware vSAN 8 and ESXi 8 technology.
- 2.7** The Contractor shall deliver CLIN1.4, CLIN1.5 and CLIN1.6 TEMPEST level B compliant according to SDIP 27/2, NATO TEMPEST Requirements and Evaluation procedures as (Ref [A]).
- 2.8** The hardware TEMPEST testing shall be performed by a NATO Certified Tempest Vendor (Ref [B]).
- 2.9** The Contractor shall provide the Certificates of Conformity for CLIN1.4, CLIN1.5 and CLIN1.6 which confirm that the tested equipment meet the TEMPEST level specified in 2.7.
- 2.10** The Contractor shall deliver CLIN1.5 and CLIN1.6 with Trust Platform Module (TPM).
- 2.11** The Contractor shall deliver CLIN1.4, CLIN1.5 and CLIN1.6 with the appropriate TEMPEST measure to meet the security requirements specified in 2.7 and 2.8.

### **3 CLIN 2, CLIN 4 & CLIN 5: INTEGRATED LOGISTIC SUPPORT**

#### **3.1 SUMMARY**

**3.1.1** This Integrated Logistics Support (ILS) section outlines the general ILS requirements of this Contract.

#### **3.2 TECHNICAL DOCUMENTATION**

**3.2.1** The Certificates and the Declarations of Conformity shall be provided by the Contractor at the time of the delivery.

**3.2.2** The Contractor shall provide the OEM specifications and data sheets to show the reliability characteristics of the equipment (MTBF) and the configuration item numbers assigned by the OEMs.

#### **3.3 SHIPPING AND TRANSPORTATION**

**3.3.1** All goods covered under the Contract, including items being returned after warranty repair, shall be shipped at the expense of the Contractor to their final destination in accordance with the Schedule of Supplies and Services (SSS).

**3.3.2** All materials covered under the Contract, including items being returned after warranty repair, shall be shipped at the expense of the Contractor Delivered Duty Paid (DDP) to the delivery destination as specified in the SSS and in accordance with current INCOTERMS published by the International Chamber of Commerce.

**3.3.3** The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.

**3.3.4** The Purchaser will not accept responsibility and/or ownership of the equipment before successful inspection and acceptance is complete.

**3.3.5** All shipments shall be executed in close co-ordination with the Purchaser's PoC for logistics and delivery acceptance at final destination. The Contractor shall contact the NCIA Point of Contact for exact shipment address and detailed instructions, before making any shipment arrangements.

**3.3.6** The NCIA Point of Contact (POC) for all shipment instruction and shipment requests is:

PoC: Marek Rozynski  
Marek.Rozynski@ncia.nato.int (NCIA The Hague)  
Senior IPS Assistant, Acquisition  
E-mail: [Marek.Rozynski@ncia.nato.int](mailto:Marek.Rozynski@ncia.nato.int)

**3.3.7** Each shipment shall be composed of one batch of one or more pallets. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm),

packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.

- 3.3.8 The Contractor shall be responsible for all handling of pallets until the delivery is handed over and accepted by the Purchaser.
- 3.3.9 The Contractor shall provide, organise and operate any handling equipment required to unload the equipment in the Purchaser warehouse or building.
- 3.3.10 The Contractor shall coordinate with the Purchaser PoC for the access the site where equipment will be delivered.
- 3.3.11 The Contractor shall provide the safety test reports that is required for the transportation of the devices containing Lithium-Ion Batteries no later than the actual delivery date of the shipment, if applicable.
- 3.3.12 The Contractor shall provide the Tempest Certificates either within the shipment package or prior to the delivery.
- 3.3.13 The Contractor shall coordinate with the Purchaser PoC for the access the site where equipment will be delivered. The Contractor shall ensure that the Contractor (or its Sub-Contractor) personnel that is performing the physical delivery are citizens from a NATO nation.

**3.4 PRESERVATION AND PACKAGING**

- 3.4.1 The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.
- 3.4.2 The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.
- 3.4.3 The packing list shall include the following information as a minimum:

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number
8	Quantity

Serial	Requirement
9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and address of the Contractor, Purchaser and Consignor

Table 1 Packing List

### 3.5 CUSTOMS FORMS 302

**3.5.1** The Contractor shall be responsible for the timely request of Custom Forms 302, required for duty free import/export of supplies between EU and Non-EU countries.

**3.5.2** The written request for a 302 form shall be sent to NCI Agency PoC and shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Name & Address of Consignor and Consignee
6	Method of shipment, i.e. road, air, sea, etc.
7	Name and address of the freight forwarder
8	POC to receive the Form 302

Table 2 Form 302 - Content

**3.5.3** The Contractor is to ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.

**3.5.4** Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.

**3.5.5** These forms shall be originals and must be mailed or delivered by mail/express courier.

**3.5.6** If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.

**3.5.7** If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written

statement establishing that its country refuses to accept the Custom Form 302.

- 3.5.8 Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 3.5.9 The carrier shall be fully conversant with the application and use of Custom Form 302.
- 3.5.10 The Contractor shall add the Custom Form 302 to the shipping documentation.
- 3.5.11 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

**3.6 NOTICE OF SHIPMENT**

3.6.1 At least ten (10) working days prior to the delivery of any shipment of supplies, the Contractor shall seek approval to despatch the supplies by providing a Notice of Shipment to the Purchaser's ILS Office PoC, in accordance with the instructions of the Purchaser. In this Notice, the Contractor shall clearly identify for each CLIN, the number of shipments and content of each shipment. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Date of delivery (estimated)
10	Number of the Form 302 used (if required)

Table 3 – Notice of Shipment

**3.7 INVENTORY**

3.7.1 The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items (hardware, software and licences) and documents to be delivered under this contract at least ten (10) working days before shipment to NCIA PoC as described in 3.3.6. It shall contain the information specified in Table 4:

**Table 4 inventory/Material Data Sheet (MDS)**

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

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

**3.7.2** The Contractor may request an electronic version of the MDS from the NCIA PoC after the contract award.

### **3.8 TECHNICAL DOCUMENTATION**

**3.8.1** Each deliverable shall be accompanied with its COTS documentation, including the user and maintenance manuals, OEM datasheets and technical specifications. This documentation shall be identified in the inventory.

**3.8.2** All documentation shall be in the English language.

**3.8.3** The documentation shall be provided at the time or prior to the delivery. Otherwise any delivery, including technical documentation, safety test reports or tempest certification shall not be considered complete and will not be accepted by the Purchaser.

### **3.9 WARRANTY & SUPPORT**

**3.9.1** The Warranty shall start at the date of the acceptance of the equipment at the destination sites and shall be 1-year duration from the day of acceptance, unless otherwise specified in the SSS. The warranty requirements for each type of equipment are described in the equipment specifications in this section.

**3.9.2** The warranty and support requirements specified in this section shall be applicable for the duration of optional warranty extension period as listed in Schedule of Supplies and Services (SSS).

**3.9.3** The support/warranty shall not attract extra cost to the Purchaser. This support shall be available to the location stated in the SSS.

**3.9.4** The Contractor shall assign a PoC within its organization for the warranty claims and shall not delegate such responsibility to its suppliers (i.e. OEMs) unless agreed by the Purchaser on a case by case basis for practicality reasons.

**3.9.5** The Contractor shall provide detailed handling instructions, including help-desk and Point of Contact information, to be contacted in case of a warranty claim for each type of equipment. All warranty communications shall be in English.

**3.9.6** The Contractor shall provide shipment address for faulty equipment to the Purchaser and arrange the shipment of faulty equipment to the Contractor facility, unless otherwise requested by the Purchaser. The shipment of repaired or replaced equipment from the Contractor to the Purchaser shall be at the expense of the Contractor.

**3.9.7** The Contractor shall provide Next Business Day (NBD) warranty service for all the items supplied under this contract. For this, the Contractor shall make the necessary arrangements with the OEM's. The NBD shall be understood as



the day after the notification by the Purchaser creating a warranty claim via email to the Contractor PoC. If there is a replacement item required, then the warranty cases shall be completely resolved and closed within ten (10) Next Business Days starting from the notification by the Purchaser creating a warranty claim via email to the Contractor PoC.

- 3.9.8** For TEMPEST tested devices, if there is a replacement item required, the warranty cases shall be completely resolved and closed within twenty (20) Next Business Days starting from the notification by the Purchaser creating a warranty claim via email to the Contractor PoC.
- 3.9.9** If a specific device fails the second time after repair following the first failure, the Contractor shall replace the device and not continue with the repair services after the second failure.
- 3.9.10** If the failure could not be identified remotely or the failed devices are too large to ship (DVD robots, printers, plotters, servers, racks and so on), the Contractor shall dispatch a field technician to resolve the issue on-site in Purchaser or its Customer's facilities, ensuring that the resolution will be completed within 10 business days.
- 3.9.11** The Contractor shall be aware that, due to NATO security constraints, all failed hard disks/ drives and memory can only be repaired or replaced on-site and cannot be removed and/ or returned to the Contractor for repair/ exchange. Failed hard disks/ drives and memory will be destroyed on-site by the Purchaser. Failed hard disks/ drives and memory shall therefore be replaced by the Contractor, at no extra cost to the Purchaser.
- 3.9.12** During the Warranty period, the Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available, ensuring form, fit and functional requirements and without any additional cost to the Purchaser.
- 3.9.13** During Extended Warranty, the Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available for replacement during the Optional Warranty period (CLINs 4 and 5), ensuring form, fit and functional requirements and without any additional cost to the Purchaser.
- 3.9.14** For this purpose, the Contractor shall develop an Obsolescence Report to assess the current and future market availability of the proposed items and

the associated remediation plan covering for the 5 year life span from the Acceptance of the Technical solution. This Obsolescence Report shall include:

- End of Sale, End of Part Production, End of Support for each of the proposed HW items and Recommended Spare list, if applicable

**3.9.15**The Contractor shall provide the Obsolescence Report described above within the time specified below

- Three (3) months prior to the end of the warranty (including the proposal as per 3.9.18)
- Three (3) months prior to end of each optional warranty period (including the proposal as per 3.9.18)

**3.9.16**Until final Acceptance by the Purchaser, based on OEM available information, if any items are known to be or announced by OEM's to reach the end of sale by the Acceptance or become no longer supported (obsolete) from the OEM within the 5 years following Acceptance, these items will not be accepted by the Purchaser. These items shall be replaced fully by the Contractor with alternatives ensuring the technical specifications of this contract. Aforementioned, obsolete items shall be taken back by the Contractor in case already delivered. The Contractor shall provide these alternative items within maximum eight (8) weeks after the initial contractual delivery date. These alternatives shall meet at minimum the SOW requirements. All above actions are without additional cost to the Purchaser.

**3.9.17**After final Acceptance, during the standard or optional warranty periods and based on OEM available information, if it becomes known to the Contractor that any of the parts will become no longer produced by the OEM or obsolete within the 5 years following the Acceptance, the Contractor shall immediately inform the Purchaser and provide a proposal to the Purchaser for procurement of alternatives (meeting at minimum the SOW requirements) for ensuring that the technical solution does not become obsolete for the remaining parts of the 5 Years from Acceptance.

**3.9.18**This proposal shall be considered just as an option to the Purchaser for all obsolete items to be replaced at once. Therefore, the proposal shall not release the Contractor from his obligation to replace the items as per 3.9.12 and 3.9.13 under warranty conditions, as per failure occurrence and without any additional cost.

### **3.10 QUALITY ASSURANCE**

**3.10.1**The Contractor shall ensure that the goods meet the following level of quality:

- All delivered supplies are compliant with the approved technical specifications;
- All delivered supplies are of the requested type and quantity;

- All delivered goods are not damaged or defective.

**3.10.2**The Contractor shall undertake quality control of each batch of equipment prior to shipment and present the report of the checks in a written form together with the shipment of goods.

### **3.11 SUPPLY CHAIN SECURITY**

**3.11.1**The Contractor shall warrant that all supplies furnished under this Contract are genuine and free of malicious components, firmware and software.

**3.11.2**The Contractor shall ensure that all equipment to be delivered are protected from malicious tampering and external intervention during storage and transportation up to the point of delivery.

**3.11.3**The Contractor shall confirm in the MDS, per item, that the items to be delivered have been checked for technical integrity and protected from malicious tampering.

**3.11.4**The Contractor shall also identify in the MDS, per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.

**3.11.5**The Contractor shall allow and support ad-hoc spot checks and audits by the Purchaser of any of his supply chain security measures at any of the Contractor's locations and facilities used in the Contractor's supply chain relevant to this Contract.

**3.11.6**The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the MDS or shows evidence of tampering. The Contractor shall replace such rejected goods at no cost to the Purchaser.

**3.11.7**If requested by the Purchaser, the Contractor shall provide a Supply Chain Security document to explain their end-to-end supply chain processes and all parties involved in the supply chain from original manufacturer until the delivery at Purchaser facility including the security measure used as per reference document D.