

NCIA/ACQ/2023/06602
13 March 2023

To: Bidders List and Distribution List

Subject: Invitation For Bid IFB-CO-115735-NAGSF

Provide NAGSF CIS Services Relocation

References: **A.** AC/4-D(2019)0004 (INV) dated 4 July 2019; Procedure Governing the Use of Basic Ordering Agreements (BOAs) Concluded by the NCIA - 2019 Version

B. NCI Agency NOI NCIA/ACQ/2023/06553, dated 29 November 2022

Dear Prospective Bidders,

1. Your firm is hereby invited to participate in a Basic Ordering Agreement (BOA) Plus competitive procurement under the BOA procedures set forth in NATO document AC/4-D(2019)0004 (INV). (Ref. A) for the provision of NAGSF CIS Services Relocation.
2. The scope of the project is described in the prospective Contract (Book II), attached to this letter.
3. The NCI Agency intends to place one Contract to cover the entire scope of the project. No partial bidding shall be allowed.
4. The contract award will be based on the Bid evaluated as the single lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions
5. The reference for the IFB is IFB-CO-115735-NAGSF, and all correspondence concerning this IFB shall reference this number.
6. **The closing time for submission of bids in response to this Invitation For Bid (IFB) is Monday, 10 April, 2023, 12:00 Hours (Central European Time (CET)).**
7. This IFB consists of the following documents:
 - a) **Book I – Bidding Instructions**

Book I provides the general bidding information and includes the following annexes:

- i. Annex A – Bidding Sheets – The bidding sheets should be completed exactly as instructed;
- ii. Annex B – Prescribed Administrative Forms and Certificates;
- iii. Annex C – Clarification Requests Forms;
- iv. Annex D – Cross Reference/Compliance Table.

b) Book II – Prospective Contract

Book II contains the following sections:

- i. Contract Signature Page;
 - ii. Part I: Schedule of Supplies and Services (SSS) – This Section will be derived from the Bidding Sheets submitted by the winning Bid;
 - iii. Part II: Contract Special Provisions;
 - iv. Part III: The Contract General Provisions;
 - v. Part IV: The Statement of Work and Appendices A-C.
- 8.** It is the responsibility of the Bidder to carefully read the entire IFB package before responding with a proposal.
- 9.** The overall security classification of the IFB is “NATO UNCLASSIFIED”.
- 10.** Please complete and return the enclosed acknowledgement of receipt (Attachment A) within 10 days of receipt of this IFB, informing this Agency of your intention 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 letter.
- 11.** Prospective Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
- 12.** The NCI Agency sole point of contact for all information concerning this IFB is Ms Emira Kapetanovic, who may be reached at IFBCO115735NAGSF@ncia.nato.int.

For the Chief of Acquisition:

Jean-Luc Guellec
Principal Contracting Officer

Attachment(s):

- A) Acknowledgement of Receipt of IFB-CO-115735-NAGSF
- B) Bidders List for IFB-CO-115735-NAGSF
- C) IFB-CO-115735-NAGSF

ATTACHMENT A
ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID
IFB-CO-115735-NAGSF

Please complete, sign and return by email (scanned to PDF) within 10 days
to: CO115735NAGSF@ncia.nato.int

We hereby advise that we have received Invitation for Bid IFB-CO-115735-NAGSF
on _____, together with all enclosures listed in the Table of Contents.

PLEASE CHECK ONE:

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

ATTACHMENT B
FINAL BIDDERS LIST

Country	VENDOR
ALBANIA	TCN shpk
BELGIUM	ATOS
	Akacio - Louis & Associates s.a.r.l
	Avaya Inc.
	BE NETWORKS
	BLACK BOX NETWORK SERVICES
	Brevco Services
	Computacenter NV
	Computer Sciences Corporation
	Cybertrust Belgium NV
	Cypros C
	Dell NV
	Dimension Data Belgium
	Ericsson sa/nv
	Getronics Belgium SA/NV
	Hewlett Packard Enterprise Belgium BV
	NextiraOne
	Nijkerk Computer Solutions BeNeLux
	Prodata Systems
	Proximus NV
	Proximus SpearIT NV
	RealDolmen NV
	SAIT
	Simac ICT Belgium
	Telenet BVBA
	Thales S.A.
	UNIFY COMMUNICATIONS
	Van Roey Automation NV
	Verizon Terremark NV
CISCO SYSTEMS BELGIUM	
FORTINET*	
IBM BELGIUM	
BULGARIA	Electron Progress EAD
	KRISTANEA LTD.
	Lirex BG Ltd
	Telelink Business Services EAD
	BALKANTEL OOD
	ELEKTRON PROGRESS EAD

	Telelink Business Services EAD
CANADA	General Dynamics Mission Systems-Canada
	Norsat International Inc.
CROATIA	CROZ d.o.o. za informaticku djelatnost
	IN2 Information Engineering Ltd.
	KING ICT d.o.o
	Senso IS d.o.o.
	Span PLC
	Combis
Czech Republic	Autocont
	Compactive s.r.o.
	Damovo Ceska republika s.r.o.
	SITEL, spol. s r.o.
	Skill s.r.o.
	TTC Telekomunikace, s.r.o.
DENMARK	Danoffice ApS
	SAAB Danmark A/S
ESTONIA	Telegrupp AS
FRANCE	Airbus Defence and Space SAS
	CS Systèmes d'Informations
	IDEMIA Identity & Security France
	INEO Defense
	MARLINK SAS
	Société Réseau Informatique et Gestion
	SAFECLOUDBOX
GERMANY	ARKTIS IT solutions GmbH
	Airbus Defence and Space GmbH(ex EADS GmbH)
	Bechtle GmbH & Co.KG
	Bechtle GmbH System House Aachen
	CANCOM Public GmbH
	CGI (Germany) GmbH &Co.KG
	CONET Solutions GmbH
	CSC Deutschland Solutions GmbH
	Cognizant Consulting and Services GmbH
	FREQUENTIS Deutschland GmbH
	GBS TEMPEST & Service GmbH
	GTSI Corp.
	KB Impuls Service GmbH
	M-Medientechnik GmbH
	MagSoft® Computer und Software
	Quin GmbH
	Rohde & Schwarz GmbH & Co. KG
T-Systems International GmbH	
Telespazio Germany GmbH	

	XORTEC GmbH
GREECE	Cosmos Business Systems S.A.
	European Dynamics SA
	Info-Quest SA
	PC SYSTEMS S.A.
HUNGARY	Honvédelmi Minisztérium Elektronikai, Logisztikai és Vagyonkezelő zrt.
	Hubel Hungarian & Belgian Ltd.
	Kapsch BusinessCom Kft.
	Navigator Zrt.
	S&T Consulting Hungary Ltd.
	Synergon Information Systems plc- Synergon Integrator Kft
ITALY	3F & EDIN Spa
	Fondazione FORMIT
	IES - S.r.L.
	ITEL SRL
	Italtel
	NA.EL. SRL
	SIMAV SPA
	SMS Engineering srl
	TELSY S.p.A.
	ePM-Engineering to Project Management sr
	TELECOM ITALIA
	IES
	TELSY
	C.G.T. ELETTRONICA
	NETGROUP
	NA.EL
GENERAL DYNAMICS MISSION SYSTEM ITALY	
LATVIA	Baltic Information & Security Systems
	DATI Group, LLC
	Datakom LTD
	SIA Fima
LITHUANIA	Blue Bridge
	JSC FIMA (UAB)
	Novian Technologies UAB
LUXEMBOURG	NTT LUXEMBOURG PSF SA
	SNOWBALL TECHNOLOGY SARL
NETHERLANDS	Eurotempest BV
	Global Crossing
	Global Systems and Software
	Het IT BV
	Misco Nederland BV
	OSPL Nederland BV
	PQR bv

	ROHDE & SCHWARZ BENELUX BV
	Truedata B.V.
	Solitee B.V.
	Tucana Telecom B.V.
	UNI Business Centre B.V. / Solitee B.V.
NORWAY	3D perception AS
	Airbus Defence and Space AS
	Atea Norge AS
	Evry
POLAND	Asseco Poland S.A
	Atende S.A.(prior ATM S.A.)
	Decsoft S.A.
	Designers S.J.
	EXENCE S.A.
	Military Communication Institute
	Newind sp. z o.o.
	Produx S.A.
	S&T Services Polska Sp. z o.o.
	Solidex S.A.
	Sygnity S.A.
	Unizeto Technologies SA
	VOL Sp. z o.o. Sp.k.
	WASKO S.A.
	XCOMP
	Zbar Phu Mariusz Popenda
	EXENCE S.A.
PORTUGAL	Warpcom Services SA
ROMANIA	ATOS Convergence Creators SRL
	UTI Grup S.A.
	certSIGN S.A.
SLOVAKIA	Aliter Technologies a.s
SLOVENIA	Unistar LC d.o.o.
SPAIN	Alma Technologies s.a.
	DILLERS, SA
	INETUM
	Indra Sistemas S.A.
	KRC ESPAÑOLA, S.A.
TURKIYE	Ayesas Aydin Yazilim Ve Elektronik Sanayi Anonim Sirketi
	E+M Elektrik Sistem Hizmetleri Ltd. Sti.
	HAVELSAN Hava Elektronik San. Ve Tic A.S.
	Kuanta Insaat Taahhut Elektronik Turizm
	Suta Insaat ve Muhendislik Sirketi
UNITED KINGDOM	Audax
	CDW Limited

	Centerprise International Ltd
	General Datatech
	IOSTRAP, LTD
	Info-Assure LTD.
	Integrated Network Hardware
	Leonardo UK Ltd
	Razor Thorn Security LTD
	Secure Systems & Technologies Ltd. (SST)
	Softcat plc
	Spektrum Management Group Ltd
	Steatite Limited
	Storm Technologies Ltd
	TRICIS LIMITED
	Total IA Ltd
	Voice Concepts Ltd.
	SPEKTRUM MANAGEMENT GROUP LTD
UNITED STATES	AATD, LLC
	ALTIMA GROUP INTERNATIONAL, INC. (AGI)
	AS GLOBAL
	AUTOMATION INNOVATIONS LLC
	Advanced Computer Concepts
	Affigent, LLC
	BAE Systems Information Solutions Inc.
	By Light Professional IT Services LLC
	CTG Federal
	DRS Technical Services, Inc.
	EMW, Inc.
	Forward Slope, Inc
	GOOGOZ.COM, INC.
	Honeywell Technology Solutions Inc.
	ISSTSPi
	Intelligent Waves LLC
	K3 Enterprises, Inc.
	L-3 National Security Solutions, Inc.
	LEIDOS Inc
	LTI DataCom Inc.
	ManTech International Corporation
	Mutual Telecom Services Inc.
	Onshore Technology Consultants
	Parsons Government Services Inc.
	Pegasus Professional Services LLC
	PlanIT Group LLC
Presidio Networked Solutions, Inc	
Raytheon CompanyNetwork Centric Systems	

	SAIC
	Spacenet Integrated Government Solutions
	Strategic Operational Solutions, Inc
	Sub U Systems, Inc.
	URS Federal Services International Inc
	UXB Defense, Inc
	Ultisat dba Speedcast Government
	VECTOR IT SOLUTIONS INC
	Vykin Corporation
	World Wide Technology Inc.
	XTec, Incorporated
	vCloud Tech Inc
	CDW Government LLC

Distribution List for IFB-CO-115735-NAGSF
(in addition to Attachment B)

NATO Delegation (Attn: Infrastructure Adviser):

ALBANIA
BELGIUM
BULGARIA
CANADA
CROATIA
CZECH REPUBLIC
DENMARK
ESTONIA
FRANCE
GERMANY
GREECE
HUNGARY
ICELAND
ITALY
LATVIA
LITHUANIA
LUXEMBOURG
MONTENEGRO
THE NETHERLANDS
NORWAY
NORTH MACEDONIA
POLAND
PORTUGAL
ROMANIA
SLOVAKIA
SLOVENIA
SPAIN
TÜRKIYE
UNITED KINGDOM
UNITED STATES
BELGIUM MINISTRY OF ECONOMIC AFFAIRS

NATO HQ

- NATO Office of Resources (NOR)
 - Management and Implementation Branch – Attn: Deputy Branch Chief
 - CIS and Cyber Capabilities Branch (CCC) Branch Head
 - NOR Secretariat Section (RPPB, IC, BC)

All NATEXs

Embassies (Commercial Attaché)

NCI Agency – Internal Distribution



IFB-CO-115735-NAGSF

Provision of NAGSF CIS Services Relocation

PROJECT SERIAL No.: 2021/5CM03059-00

BOOK II

CONTRACT COVER SHEET

NCI Agency Contract CO-115735-NAGSF

between

NATO Communications and Information Agency (NCI Agency)

**NCI Agency Headquarters
Boulevard Leopold III
B-1110, Brussels
Belgium**

and

[TBD]

Provision of NAGSF CIS Services Relocation

Effective Date: [TBD]

Total Contract Value: [TBD]

SIGNATURE SHEET

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

FOR THE CONTRACTOR:	FOR THE PURCHASER:
<p>.....</p> <p>Signature</p> <p>.....</p> <p>Printed Name</p> <p>.....</p> <p>Title of Signer</p> <p>.....</p> <p>Date</p>	<p>.....</p> <p>Signature</p> <p>.....</p> <p>Printed Name</p> <p>.....</p> <p>Title of Signer</p> <p>.....</p> <p>Date</p>



IFB-CO-115735-NAGSF
PROVIDE NAGSF CIS SERVICES
RELOCATION

PROJECT SERIAL No.: 2021/5CM03059-00

GENERAL INDEX

BOOK I - THE BIDDING INSTRUCTIONS

Section I Introduction

Section II General Bidding Information

Section III Bid Preparation Instructions

Section IV Bid Evaluation

Annex A Bidding Sheets

Annex B Prescribed Administrative Forms and Certificates

Annex C Clarification Request Form

Annex D Cross Reference/Compliance Table

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services (SSS)

Part II Contract Special Provisions

Part III Contract General Provisions

Part IV Statement of Work (SOW) and SOW

- i. Appendix A, Equipment Specifications
- ii. Appendix B, PFE Specifications
- iii. Appendix C, Facilities Plans



IFB-CO-115735-NAGSF
BOOK I
BIDDING INSTRUCTIONS

TABLE OF CONTENTS

SECTION 1	INTRODUCTION	5
1.1.	Purpose	5
1.2.	Scope	5
1.3.	Overview of the Prospective Contract	5
1.4.	Governing Rules, Eligibility, and Exclusion Provisions	5
1.5.	Security	6
1.6.	Documentation	7
SECTION 2	GENERAL BIDDING INFORMATION	8
2.1.	Notice to Bidders of Contract distribution and disclosure of information.	8
2.2.	Definitions	8
2.3.	Eligibility and Origin of Equipment and Services	9
2.4.	Bid Delivery and Bid Closing	10
2.5.	Requests for Extension of Bid Closing Date	11
2.6.	Purchaser's Point of Contact	12
2.7.	Request for IFB Clarifications	12
2.8.	Requests for Waivers and Deviations	13
2.9.	Amendment of the Invitation for Bid	14
2.10.	Cancellation of Invitation for Bid	14
2.11.	Modification and Withdrawal of Bids	14
2.12.	Bid Validity	15
2.13.	Supplemental Agreements	15
2.14.	Electronic Transmission of Information and Data	16
2.15.	Mandatory Quality Assurance and Quality Control Standards	17
SECTION 3	BID PREPARATION INSTRUCTIONS	18
3.1.	General	18
3.2.	Language of Bid	19
3.3.	Bid Package Content	19
3.4.	Package Marking	20
3.5.	Preparation of the Bid Administration Package (Part I)	21
3.6.	Preparation of the Price Quotation (Part II)	22
3.7.	Preparation of the Technical Proposal (Part III)	25
SECTION 4	BID EVALUATION Process and Criteria	28
4.1.	General	28
4.2.	Evaluation Procedure	29
4.3.	Evaluation Step 1 – Administrative Compliance	30
4.4.	Evaluation Step 2 – Price Quotation	31
4.5.	Evaluation Step 3 – Technical Proposal	34
Annex A	Bidding Sheets	
Annex B	Prescribed Administrative Forms and Certificates	
Annex C	Clarification Request Form	
Annex D	Cross Reference/Compliance Table	

SECTION 1 INTRODUCTION

1.1. Purpose

- 1.1.1. The purpose of this Invitation for Bid (IFB) is to establish a Contract for the provision of NATO Alliance Ground surveillance Force (NAGSF) Communication and information systems (CIS) Services Relocation.
- 1.1.2. All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW Annex A.
- 1.1.3. As set forth in the Statement of Work, the prospective Contract includes both firm requirements that are active upon contract award and priced non-evaluated options that may be exercised by the Purchaser as needed.
- 1.1.4. The Period of Performance (PoP) for the prospective contract from the Effective Date of Contract (EDC), and not including any option years, is as follows:
 - 1.1.5. EDC + 10 months + 1 year warranty.

1.2. Scope

- 1.2.1. The NATO Communications and Information (NCI) Agency has been authorized to invite bids and award a contract for the NAGSF CIS.
- 1.2.2. All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes.

1.3. Overview of the Prospective Contract

- 1.3.1. The Contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the prospective contract Schedule of Supplies and Services (Book II Part I).
- 1.3.2. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).
- 1.3.3. The Contract resulting from this IFB shall be awarded on a Fixed Price Incentive Fee basis, and the target date for Contract Award is Q2 2023.

1.4. Governing Rules, Eligibility, and Exclusion Provisions

- 1.4.1. This IFB to is conducted under Basic Ordering Agreement Plus (BOA+) procedures outlined within the “Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version, Ref: AC/4-D(2019)0004 (INV)”.
- 1.4.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations in accordance with Paragraph 2.2.1.8

of Section II of the Bidding Instructions, for which a Declaration of Eligibility has been issued by their respective national authorities or Companies holding a Basic Ordering Agreement with NATO.

- 1.4.3. This Invitation for Bid (IFB) will not be the subject of a public Bid opening.
- 1.4.4. Award of the resulting Contract will be made on a Fixed Price Incentive Fee (FPIF) basis to the Lowest Priced, Technically Compliant Bidder.
- 1.4.5. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.4.6. The Bid evaluation criteria and the detailed evaluation procedures are described in Section 4.
- 1.4.7. 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 Section 2.10 of the Bidding Instructions entitled "Requests for IFB Clarifications".

1.5. Security

- 1.5.1. The security classification of this IFB is "NATO UNCLASSIFIED".
- 1.5.2. The selected Contractor will be required to handle and store classified material to the level of "NATO SECRET" and the Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature.
- 1.5.3. Should the Contractor be unable to perform the Contract due to a lack of the proper facility/security clearances, this shall neither form the basis for a claim of adjustment or an extension of schedule nor can it be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.5.4. The selected Contractor's personnel working at NATO sites as well as the Contractor's personnel at the Contractor's facility directly working on this project, shall possess a security clearance of "NATO SECRET".
- 1.5.5. The Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to NATO site(s). Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.5.6. Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and,

should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder.

1.6. Documentation

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

SECTION 2 GENERAL BIDDING INFORMATION

- 2.1.** Notice to Bidders of Contract distribution and disclosure of information.
- 2.1.1. The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).
- 2.1.2. 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.
- 2.2. Definitions**
- 2.2.1. In addition to the definitions and acronyms set forth in the Contract Special Provisions (Part II) and Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:
- 2.2.1.1. "Bid" or "Quotation": a binding offer to perform the work specified in the Prospective Contract (Book II).
- 2.2.1.2. "Bidder": a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium vis-a-vis the NCI Agency and/or NATO. The "Principal Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
- 2.2.1.3. The term "Basic Ordering Agreement" (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.2.1.4. "The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this IFB.

- 2.2.1.5. The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.2.1.6. "Firm of a Participating Country": a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.2.1.7. "IFB": Invitation for Bid.
- 2.2.1.8. "Participating Country": any of the NATO nations, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, REPUBLIC OF TÜRKIYE, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.2.1.9. The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency) or its legal successor.
- 2.2.1.10. "Quotation" or "Bid": a binding offer to perform the work specified in the attached prospective Contract (Book II).

2.3. Eligibility and Origin of Equipment and Services

- 2.3.1. This IFB is being conducted under BOA plus + procedures, therefore, firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this IFB along with those firms nominated through their Delegations via a Declaration of Eligibility.
- 2.3.2. As stated in Paragraph 1.4.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.
- 2.3.3. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.3.4. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.3.5. 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.
- 2.3.6. Unless otherwise authorised by the terms of the Prospective Contract, the intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.4. Bid Delivery and Bid Closing

- 2.4.1. The closing time for the electronic submission of bids in response to this IFB is Monday, 10 April, 2023, 17:00 Hours (Central European Time (CET)).
- 2.4.2. The complete Bid shall be e-mailed to the following address ONLY: IFBCO115735NAGSFBIDS@ncia.nato.int
- 2.4.3. The files should be submitted as listed in Paragraph 3.3.2 of the Bidding Instructions.
- 2.4.4. The complete Bid shall consist of three (3) separate subject e-mails to above address, as follows:
 - 2.4.4.1. For the first e-mail the subject line shall read: “IFB-CO-115657-NAGSF – Official Bid for [company name] – Part 1 – Bid Admin”. The e-mail content shall be as described in Paragraph 3.4.4 of the Bidding Instructions.
 - 2.4.4.2. For the second e-mail the subject line shall read: “IFB-CO-115657-NAGSF – Official Bid for [company name] – Part 2 - Price Proposal”. The e-mail content shall be as described in Paragraph 3.4.4 of the Bidding Instructions.
 - 2.4.4.3. For the third e-mail the subject line shall read: “FB-CO-115657-NAGSF – Official Bid for [company name] – Part 3 – Technical Proposal”. The e-mail content shall be as described in Paragraph 3.4.4 of the Bidding Instructions.

2.5. Late Bids

- 2.5.1. Bids received at the NCI Agency e-mail address after the date and time indicated in paragraph 2.4.1 may not be eligible for award.
- 2.5.2. 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. Such Bids will remain unopened unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.

2.6. Consideration of Late Bid

- 2.6.1. 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:
 - 2.6.1.1. A contract has not already been awarded pursuant to the IFB, and;

- 2.6.1.2. The Bid was sent to the correct email specified in paragraph 2.4.2 above, and;
- 2.6.1.3. The delay was due solely to the fault of the Purchaser.

2.7. Receipt of an Unreadable Electronic Bid

- 2.7.1. 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:
 - 2.7.1.1. Of the content of the Bid as originally submitted; and,
 - 2.7.1.2. That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.7.2. A Bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.
- 2.7.3. 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.

2.8. Requests for Extension of Bid Closing Date

- 2.8.1. The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, requests for extensions of the Bid Closing Date must be submitted to the Purchaser only by the respective NATO Delegation of a nation where the bidder is located, or by that country's Embassy.
- 2.8.2. Any such request for extension must be submitted by the respective Delegation or Embassy to the Purchaser Point of Contact identified in Section 2.4.2 and 2.9.2.1 no later than fourteen (14) calendar days prior to the stated "Bid Closing Date".
- 2.8.3. Bidders are advised to submit their request to their respective NATO Delegation or Embassy in sufficient time as to allow for delivery of the formal request to the Purchaser within the above time limit. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.
- 2.8.4. Extension(s) of the Bid Closing Date will be notified through issuance of formal Amendments to the IFB.

2.9. Purchaser's Point of Contact

2.9.1. The Purchaser point of contact for all information concerning this IFB is:

NATO Communications and Information Agency
Acquisition Directorate
Attention: Emira Kapetanovic – Principal Contracting Assistant

Emails:

2.9.2.1 Bid Delivery: IFBCO115735NAGSFBIDS@ncia.nato.int

2.9.2.2 Questions/Clarifications: IFBCO115735NAGSF@ncia.nato.int

2.10. Request for IFB Clarifications

- 2.10.1. Bidders, at the earliest stage possible during the course of the bidding period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.10.2. All questions and requests for clarification shall be forwarded to the Purchaser using the Clarification Request (CR) Form provided at 0C of this Book I – Bidding Instructions.
- 2.10.3. Bidders are required to keep the classification of their request NATO Unclassified.
- 2.10.4. All questions and requests must reference the section(s) in the IFB subject for clarifications. Such requests shall be emailed to the point of contact specified in Paragraph 2.9.1 above and shall be forwarded to the email address specified in Paragraph 2.9.2.2 above and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests for clarification submitted after this time.
- 2.10.5. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification as noted in Paragraph 2.10.6 below.
- 2.10.6. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's requests for clarification. Such additional requests shall arrive not later than seven (7) calendar days before the established Bid Closing Date.
- 2.10.7. The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).

- 2.10.8. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.10.9. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in Paragraphs 2.10.7-2.10.8 above.
- 2.10.10. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing (via email) to all Prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.
- 2.10.11. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment in accordance with Section 2.12.
- 2.10.12. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB, and may lead to a formal amendment to the IFB. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the IFB Amendments to the language of the IFB included in the answers, and/or the formal IFB amendment, shall be incorporated by the Bidder in its offer.
- 2.10.13. It is crucial that Bidders request clarification of any perceived assumptions, dependencies, exclusions (or equivalent) during the IFB clarification phase. Any assumptions, dependencies, exclusions (or equivalent) which are included in a Bid 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.

2.11. Requests for Waivers and Deviations

- 2.11.1. Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedule, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process set forth in Section 2.10.
- 2.11.2. Requests for alterations to the other requirements, terms or conditions of the IFB or the Prospective Contract may only be considered as part of the clarification process set forth in Section 2.10. 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.

2.12. Amendment of the Invitation for Bid

- 2.12.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing Date. 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, certificate at Annex B-2 at Paragraph 3.5.3.2 which the Bidder shall complete and enclose as part of his submission. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.
- 2.12.2. This process may be part of the clarification procedures set forth in Section 2.10 above or may be an independent action on the part of the Purchaser.
- 2.12.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.
- 2.12.4. In no case, however, will the closing date for receipt of Bids be less than seven (7) days from the date of issuance of any amendment to the IFB.

2.13. Cancellation of Invitation for Bid

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

2.14. Modification and Withdrawal of Bids

- 2.14.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for bid closing. Such modifications shall be considered as an integral part of the submitted Bid.
- 2.14.2. 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 in Paragraph 2.5 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.

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

2.15. Bid Validity

- 2.15.1. Bidders shall be bound by the term of their bids for a period of six (6) months starting from the bid closing date specified in Paragraph 2.4.
- 2.15.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.15.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all quotations which remain under consideration for award.
- 2.15.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.15.4.1. 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
 - 2.15.4.2. refuse this extension of time and withdraw the quotation without penalty.
- 2.15.5. Bidders shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

2.16. Supplemental Agreements

- 2.16.1. Bidders are required, in accordance with the certificate Annex B-10 at 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.

- 2.16.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.16.3. 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.
- 2.16.4. Concerning Certificate B-10, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 2.16.4.1. 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.
- 2.16.4.2. 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.
- 2.16.4.3. 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 IFB, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

2.17. Electronic Transmission of Information and Data

- 2.17.1. The Purchaser will communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.17.2. Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.
- 2.17.3. 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.
- 2.17.4. Bidders are cautioned that electronic transmission of documentation which contains classified information is not allowed.

2.18. Mandatory Quality Assurance and Quality Control Standards

- 2.18.1. Bidders are requested to note that, in accordance with the Certificate at Annex B-15 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.
- 2.18.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.18.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-15 in the Bid Administration Volume.
- 2.18.4. Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

END OF SECTION 2

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant and eliminated from further consideration.
- 3.1.2. Bidders shall prepare a complete Bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services and Statement of Work (SoW) in a timely manner. Bids which are not complete will be declared non-compliant.
- 3.1.3. The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4. Bids shall provide the level of detail necessary for the Purchaser to make an objective assessment of what is being offered and whether such an offer meets the requirements of the prospective Contract. Bidders are advised that Bids that fail to provide such a level of detail or that address salient aspects of the IFB in a cursory manner may be declared non-compliant without recourse to further clarification.
- 3.1.5. Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the evaluation.
- 3.1.6. Award of the requirements will be by one single Contract and this Contract shall not be subdivided for partial bid purposes. The Purchaser shall place one contract to cover the entire scope of the project.
- 3.1.7. Partial Bids and Bids containing conditional statements will be declared non-compliant.
- 3.1.8. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Proposal in whole or in part by reference in the resulting Contract.
- 3.1.9. Bid documentation text, figures and tables shall be readable and searchable.

3.1.10. If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g. Project Master Schedule in MS Project format, Project Highlight Reports in MS Word, MS Excel, PDF). The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.2. Language of Bid

3.2.1. All notices and communications regarding this IFB shall be written and conducted in English.

3.2.2. All bids and related documentation shall be submitted in the English language.

3.3. Bid Package Content

3.3.1. Detailed requirements for the structure and content of each of these parts are contained in these Bidding Instructions.

3.3.2. The complete electronic Bid submission shall consist of three (3) distinct and separated parts, delivered by email, as shown in the following table.

3.3.3. All e-mails submitted shall be less than 20MB and shall not be password-protected.

Part	Format and Quantity Details
I: Bid Administrative Package	<p><u>One (1) PDF file submitted by Email that includes:</u></p> <ul style="list-style-type: none"> ○ one (1) PDF File with scanned copies of the certificates with physical signatures or 1 PDF File with the original certificates digitally signed of the prescribed certifications <p>All of the required contents are outlined in Section 3.5</p>
II: Price Proposal Package	<p>The Price Quotation shall contain two (2) files in total:</p> <ul style="list-style-type: none"> ○ one (1) electronic copy in Microsoft Excel file (readable and searchable) of the completed Bidding Sheets provided in Annex A and ○ one (1) PDF file: The Offer Summary sheet of the Bidding Sheets. <p>All of the required contents are outlined in Section 3.6</p>

III: Technical Proposal Package	<p>The technical Proposal Package shall contain at least four (4) files in total:</p> <ul style="list-style-type: none"> ○ one (1) PDF file with a Table of Contents, ○ one (1) PDF file with the Draft Project Implementation Plan (PIP), ○ one (1) or more PDF files with the Manufacturer’s Datasheets of the equipment proposed. ○ one (1) electronic copy in MS Excel file (readable and searchable) of the Bid Requirements Cross-Reference / Compliance Table. <p>If necessary, the technical volume may be separated into more than one Email. Maximum email size per each email is 20MB.</p> <p>All of the required contents are outlined in Section 3.7</p>
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- 3.3.4. No information disclosing or contributing to disclose the quotation price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the quotation being declared non-compliant.
- 3.3.5. The Purchaser does NOT accept hard copies of bids, CDs, thumb drives, or for submissions in Paragraph 3.3.3.
- 3.3.6. Documents submitted in accordance with Paragraph 3.3.3 shall be classified no higher than “NATO UNCLASSIFIED” material.

3.4. Package Marking

- 3.4.1. The Bid shall be sent via three separate e-mails to the Bid Delivery email address specified in Paragraph 2.9.
- 3.4.2. In the event the bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.3.3, the Bidder shall add “Email 1 of 2”, “Email 2 of 2” as necessary to the subject line of the email.
- 3.4.3. The individual electronic files sent by email shall have the names listed below. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in paragraph 3.3.3), the Bidder shall add “Part 1 of 2”, “Part 2 of 2” as necessary to the file names.
- 3.4.4. The individual emails shall have the following subject line:
- IFB-CO-115735-NAGSF Official Bid for *Company Name*, Part I – Admin

- IFB-CO-115735-NAGSF Official Bid for *Company Name*, Part II – Price Proposal:
 - IFB-CO-115735-NAGSF-Company Name-Part II-Price
 - IFB-CO-115735-NAGSF-Company Name-Part II-Offer-Summary
- IFB-CO-115735-NAGSF Official Bid for *Company Name*, Part III – Technical Proposal
 - IFB-CO-115735-NAGSF-Company Name–Part III - Table of Contents,
 - IFB-CO-115735-NAGSF-Company Name–Part III-Initial-PIP
 - IFB-CO-115735-NAGSF-Company Name–Part III-Manufacturer’s Datasheets
 - IFB-CO-115735-NAGSF-Company Name–Part III-Cross-Reference-Table

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

- IFB-CO-115735-NAGSF Official Quotation for Generic, Part I – Bid Admin
- or
- IFB-CO-115735-NAGSF Official Quotation for GCTR, Part I – Bid Admin

3.4.5. 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, in accordance with Paragraph 3.4.2. and 3.4.3.

3.5. Preparation of the Bid Administration Package (Part I)

- 3.5.1. This part is comprised of one (1) file containing all the documents specified in Paragraph 3.3.3.
- 3.5.2. No information disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration Package. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.5.3. The Bid Administration Package shall include Certificates set forth at Annex B to these Bidding Instructions, signed in the original or electronically by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

- 3.5.3.1. Annex B-1 (Certificate of Legal Name of Bidder);
- 3.5.3.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments - (if applicable));
- 3.5.3.3. Annex B-3 (Certificate of Independent Determination);
- 3.5.3.4. Annex B-4 (Certificate of Bid Validity);
- 3.5.3.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges);
- 3.5.3.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions);
- 3.5.3.7. Annex B-10 (Bidder Background IPR);
- 3.5.3.8. Annex B-8 (List of Subcontractor and Third Party Bidder Background IPR);
- 3.5.3.9. Annex B-9 (Certificate of Understanding);
- 3.5.3.10. Annex B-10 [(Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable];
- 3.5.3.11. Annex B-11 (Disclosure of Involvement of Former NCI Agency Employment);
- 3.5.3.12. Annex B-12 (List of Prospective Subcontractors);
- 3.5.3.13. Annex B-13 (Certificate of Origin of Equipment, Services, and Intellectual Property)
- 3.5.3.14. Annex B-14 Certificate of Security Clearance;
- 3.5.3.15. Annex B-15 (Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent) with a copy of the relevant quality certification attached to it.
- 3.5.3.16. Annex B-16 (List of Proposed Key Personnel);
- 3.5.3.17. Annex B-17 Code of Conduct: Post Employment Measures. Please note this annex is for information only and does not need to be signed or submitted;

3.6. Preparation of the Price Quotation (Part II)

3.6.1. This part is comprised of:

- 3.6.1.1. One (1) completed MS Excel (native) file of the Bidding Sheet document provided with this IFB. This MS Excel file shall be duly filled, can be

manipulated (i.e. not an image), and be the full and complete Price Quotation.

- 3.6.1.2. One (1) PDF file of the Offer Summary sheet (i.e. Tab 3) of the Bidding Sheets, provided as a one-page file.
 - 3.6.1.3. The Bidding Sheets submitted by email must contain the completed Excel file provided with this IFB as "02_IFB-CO-1155657-NAGSF Book I-Bidding Sheets".
 - 3.6.1.4. The Schedule of Supplies and Services will be completed by the Purchaser prior to Contract award and does not need to be completed as part of the Bid.
- 3.6.2. General Rules
- 3.6.2.1. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred to in Paragraph 3.6.1.3 above, in accordance with the instructions specified in the Bidding Sheets tab "Instructions".
 - 3.6.2.2. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation to include those expressed in the SOW and its three annexes.
 - 3.6.2.3. Bidders shall furnish Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.
 - 3.6.2.4. Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.
 - 3.6.2.5. 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.
 - 3.6.2.6. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the Statement of Work (SOW) and the Software Requirement Specifications (SRS).

- 3.6.2.7. Bidders shall prepare their Price Quotation by submitting one (1) electronic copy in Microsoft Excel (readable and searchable) of the Bidding Sheets and one (1) PDF copy of the Offer Summary sheet of Bidding Sheets in the format enclosed herein (BOOK I Annex A). The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these Bidding Instructions.
- 3.6.2.8. Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets referred in Paragraph 3.6.1.1 above, in accordance with the instructions specified in the Bidding Sheets.
- 3.6.2.9. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.
- 3.6.2.10. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.6.2.10.1. The currency is of a "participating country" in the project, and
- 3.6.2.10.2. 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 subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.6.2.11. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.6.2.12. Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.6.2.13. The Bidder's attention is directed to the fact that the Price Part shall contain no document and/or information other than the priced copies of the Bidding Sheets, and a PDF copy of the Offer Summary tab. Any other document will not be considered for evaluation.
- 3.6.2.14. When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets, excluding CLIN 2.2, 7.4 and 8.4 "Warranty" in the case bidders prefer not to price it separately. In such a case, Bidders must insert zero amount and fill in the comments that "warranty is not separately priced". Prices should not be grouped. The prices and

quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, 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.

- 3.6.2.15. The Bidder shall furnish firm fixed price quotations, for all proposed items (CLINs 1 through 6) including optional CLINs provided for in this IFB with any and all appropriate additions. Partial quotations shall be rejected.
- 3.6.2.16. The Bidder understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the NCI Agency reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.
- 3.6.2.17. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International Chamber of Commerce INCOTERMS® 2010.

3.7. Preparation of the Technical Proposal (Part III)

- 3.7.1. The Bidder shall submit their Technical Proposal as described in Paragraph 3.3.3.
- 3.7.2. The email shall be entitled: IFB-CO-115657-NAGSF Official Bid for Company Name, Part III – Technical Proposal where the Technical Proposal shall be contained.
- 3.7.3. The Technical Proposal shall include:
 - 3.7.3.1. A **Table of Contents** as requested in the Section 12.3 of the SOW, to present the Bidder’s proposal.
 - 3.7.3.2. A Bid version of the **Project Implementation Plan (PIP)** as requested in the Section 2.3 of the SOW and as implied by the related sections of the Work Package, to present the Bidder’s proposal.
 - 3.7.3.3. **Manufacturer’s Datasheets** of the proposed equipment, in accordance with SoW Section 5.

- 3.7.3.4. A completed **Cross Reference/Compliance Table** (Annex D of these instructions).
- 3.7.4. **Part I:** The bid version **Project Implementation Plan (PIP)** shall include:
- 3.7.4.1. A Project Overview, which shall provide an executive summary of the offered equipment and services.
 - 3.7.4.2. A draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.
 - 3.7.4.3. A draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.
 - 3.7.4.4. Curriculum vitae and security clearance information for the key personnel proposed for the project.
 - 3.7.4.5. A draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 8.4 of the SoW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
 - 3.7.4.6. A draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 10 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.
 - 3.7.4.7. A draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 11 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).
 - 3.7.4.8. A draft System Engineering and Design, including a clear design of the VTC room.
 - 3.7.4.9. A draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 14 of the SoW (quality assurance processes, performance and conformity).
 - 3.7.4.10. A draft version of the Training plan for the VTC room system Control in accordance with Section 13 of the SoW
 - 3.7.4.11. A draft version of the warranty support in accordance with Section 10.7 of the SoW.

3.7.5. Part II: Equipment Manufacturer's Datasheets

- 3.7.5.1. The Bidder shall include in his bid detailed manufacturer specification sheets for all hardware and software which documents the satisfaction of the requirements of the Appendix A of the SoW, in accordance with SoW §5.
- 3.7.5.2. The product name, manufacturer name, manufacturer's part number, version, and included licenses shall be stated.

3.7.6. Part III: Cross Reference/Compliance Table

- 3.7.6.1. The Bidder shall include the completed Technical Proposal Cross-Reference Table from 0 of Book I. The Bidder shall complete the Column marked "BID REFERENCE" of the Table, citing the appropriate section of the Technical Proposal that corresponds to each Paragraph of these instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

END OF SECTION 3

SECTION 4 BID EVALUATION PROCESS AND CRITERIA

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 IFB. Failure to address any of the bidding requirements in this IFB 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. Documents included by reference only will not be considered.
- 4.1.3. To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4. During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the Bidder to state its intentions regarding certain statements contained therein.
- 4.1.5. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid.
- 4.1.6. 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 nor restate the Statement of Work (SOW).
- 4.1.7. The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.

- 4.1.8. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed Subcontractors. The Bidder shall be responsible for providing access to its own or Subcontractors' facilities and personnel.
- 4.1.9. The Contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this IFB.
- 4.1.10. The evaluation of this IFB will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.11. Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which the Bid Administration and Price parts of each Bid are evaluated first, and only the Technical Proposal of the apparent lowest priced Bid is evaluated for compliance with the technical requirements of the IFB.
- 4.1.12. Bidders that are determined to have submitted non-compliant Bids will be so notified and will have an opportunity, via their National Delegation, to challenge such a determination in accordance with the NATO Infrastructure Bidding Procedures. In such a case the Technical Proposal of the Bidder who has submitted the apparent second lowest priced Bid will be evaluated. If necessary, this procedure will be repeated until a fully compliant Bid has been determined.
- 4.1.13. All administrative compliant Bids will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price Evaluations.
- 4.1.14. The compliant Bidder who has been determined to have offered the lowest priced, technically compliant Bid will be offered the Contract for award.

4.2. Evaluation Procedure

- 4.2.1. The evaluation will be done in a three-step process, as summarized below and elaborated on in Sections 4.3 - 4.4.
- 4.2.1.1. **Step 1: Administrative Compliance**
Bids received will be reviewed for compliance with the mandatory administrative requirements specified in section 4.3. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.
- 4.2.1.2. **Step 2: Price Evaluations**

The Price volumes will be opened and evaluated in accordance with Section 4.4.

4.2.1.3. Step 3: Technical Evaluation

In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 4.5 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

4.3. Evaluation Step 1 – Administrative Compliance

4.3.1. Bids will be reviewed for compliance with the formal requirements for bid submission as stated in this IFB and the content of the Bid Administration Package.

4.3.2. Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Bid Administration Package. The evaluation of the Bid Administration Package will be made on its completeness, conformity and compliance to the requested information. Specifically, the following requirements shall be verified:

4.3.2.1. The Bid was received by the Bid Closing Date and Time,

4.3.2.2. The Bid is packaged and marked properly as per Section 3.4.

4.3.2.3. The Bid Administration Part contains the documentation listed in Section 3.5 and complies with the formal requirements established in Section 3.5.

4.3.2.4. The text of the certificates was not altered in any way, and the certificates contain the required attachments

4.3.2.5. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

4.3.2.6. The Bid is provided in the English language.

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

4.3.4. Bids that are determined to be administratively compliant will proceed to Step 2, Price Evaluation. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

- 4.3.5. Notwithstanding Paragraph 4.3.4, if it is later discovered in the evaluation of the Bid Administration Package, Technical Part or the Price Part that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid.

4.4. Evaluation Step 2 – Price Quotation

- 4.4.1. The Bidder's Price Quotation will be first assessed for compliance against the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A. 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.
- 4.4.2. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of Bidding Sheets in Annex A., in particular:
- 4.4.2.1. The Bidder has furnished Fixed Prices for all items listed.
 - 4.4.2.2. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets, as well as compliance with the requirements for preparation and submission of the Price Quotation as set forth in Section 3 and Annex AAnnex A.
 - 4.4.2.3. Bid prices include all costs for items supplied, delivered, and supported.
 - 4.4.2.4. All prices have been accurately entered into appropriate columns, and accurately calculated.
 - 4.4.2.5. The Bidder has provided accurate unit prices (where required) and total prices for each line item and each of the sub-items it added (if any).
 - 4.4.2.6. The totals per CLIN and The grand total is accurate.
 - 4.4.2.7. The currency (€, \$, £, etc.) 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
 - 4.4.2.8. The Bidder has quoted in his own national currency or in the host nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Paragraph 3.6.2.10 are met.
 - 4.4.2.9. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all

taxes, duties and customs charges from which the Purchaser has been exempted (note Paragraphs 3.6.2.11 and 3.6.2.12).

- 4.4.2.10. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
 - 4.4.2.11. Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.
 - 4.4.2.12. 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.
 - 4.4.2.13. The Price Quotation meets requirements for price realism and balance as described below in Paragraph 4.4.4.
 - 4.4.2.14. Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.
 - 4.4.2.15. 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.
- 4.4.3. Inconsistencies and discrepancies in bid price quotation
- 4.4.3.1. 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:
 - 4.4.3.1.1. PDF copy of the completed Bidding Sheets:
 - 4.4.3.1.2. Schedule of Supplies and Services total to be evaluated Bid Price as indicated by the Bidder;
 - 4.4.3.1.3. Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).
 - 4.4.3.1.4. Microsoft Excel copy of the completed Bidding Sheets:
 - 4.4.3.1.4.1 Schedule of Supplies and Services Total to be Evaluated Bid Price as indicated by the Bidder;
 - 4.4.3.1.4.2 Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).

Basis of Price Comparison / Determination of Lowest Price

- 4.4.3.2. 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.
- 4.4.3.3. The determination of the lowest Firm-Fixed Price bid will be based on the total of all evaluated CLINs in the Bidding Sheets. The total evaluated price includes the base contract (CLINs 1-6).
- 4.4.4. Price Balance and Realism
- 4.4.4.1. Should a Bidder submit a price proposal that it is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the Purchaser to be an unrealistic price and may be determined to be non-compliant.
- 4.4.4.2. Possible indicators of an unrealistic Price proposal may include, but are not limited to:
- 4.4.4.2.1. Labour costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.
- 4.4.4.2.2. 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.
- 4.4.4.2.3. Line item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.4.4.3. If the Purchaser suspects that a Bidder has proposed an unrealistic price, the Purchaser will request clarification of the proposal in this regard and the Bidder shall provide explanation. If a Bidder fails to submit a comprehensive and compelling response the Purchaser may determine the proposal submitted as non-compliant. Alternatively, the Bidder may respond and request to withdraw from the competition.
- 4.4.4.4. If the Purchaser accepts the Bidder's explanation, the Bidder shall agree that any supporting pricing data submitted with its proposal 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.

4.5. Evaluation Step 3 – Technical Proposal

4.5.1. In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 3.7 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

4.5.2. Upon determination of the lowest-priced Bid as described above, the Quotation shall be evaluated to confirm compliance with the technical criteria in Table 1, associated with the respective sections of the Technical Proposal.

IFB Requirement Ref.	EVALUATION CRITERIA
SoW Section 2.3	The bid version of the PIP shall include a Project Overview, which shall provide an executive summary of the offered equipment and services.
SoW Section 2.3	The bid version of the PIP shall include a draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.
SoW Section 2.3	The bid version of the PIP shall include a draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.
SoW Section 2.3 and 15	The bid version of the PIP shall also include a curriculum vitae and security clearance information for the key personnel proposed for the project.
SoW Section 2.3 4 and 8.4	The bid version of the PIP shall include a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
SoW Section 2.3 and 10	The bid version of the PIP shall include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 10 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.

IFB Requirement Ref.	EVALUATION CRITERIA
SoW Section 2.3 and 11	The bid version of the PIP shall include a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 11 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).
SoW Section 2.3 and 5.4	The bid version of the PIP shall include a draft System Engineering and Design, including a clear design of the VTC room.
SoW Section 2.3 and 14	The bid version of the PIP shall include a draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 14 of the SoW (quality assurance processes, performance, and conformity).
SoW Section 2.3 and 13	The bid version of the PIP shall include a draft version of the Training plan for the VTC room system.
SoW Section 2.3 and 10.7	The bid version of the PIP shall include a draft version of the warranty support.
Bidding Instructions Section 3.7.4.4	The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I.
SoW Annex A	The Bidder shall include in his bid detailed manufacturer specification sheets for all hardware and software which documents the satisfaction of the requirements of the Annex A of the SoW.
SoW Annex A	For each Equipment Contract Line Item Number (CLIN) the Bidder shall include in his bid a detailed list of the COTS hardware and software proposed to be supplied as part of that CLIN, as well as the detailed manufacturer specification sheets.

Table 1 – Criteria for Technical Evaluation

END OF SECTION 4

Annex A Bidding Sheets

A-1 Introduction

1. Bid pricing requirements as addressed in this Annex A are mandatory. Failure to abide to the quotation 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.

A-2 General Requirements

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this IFB and referenced in 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. 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.
4. 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.
5. 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.
6. Should the Lowest Compliant Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the Bid.
7. Bidders are advised that formulae, 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 in the electronic copies of the Bidding Sheets.

8. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described Section 2.10. The Purchaser will then make a correction and notify all the Bidders of the update.
9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

A-3 Bidding Sheets

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

“02_IFB-CO-115735-NAGSF_Book I-Bidding Sheets.xls”

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

Annex B Prescribed Administrative Forms and Certificates

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

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-2. Acknowledgement of Receipt of IFB Amendments

I confirm that the following amendments to Invitation for IFB-CO-115735-NAGSF have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment No.	Date of Issue	Date of Receipt	Initials

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

- a. We have read and understand all documentation issued as part of this IFB. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract.

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

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

- 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.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-4. Certificate of Bid Validity

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

I hereby certify that the prices offered in the price 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-6. Comprehension and Acceptance of Contract Special and General Provisions

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-9. Certificate of Understanding

I certify that

.....
.....(Company Name) has read
and fully understands the requirements of this IFB 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 and Title

.....
Company

Annex B-10. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

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

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

These supplemental agreements are listed as follows:

(Insert list of supplemental agreements or specify “none”)

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

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-11. Disclosure of Involvement of Former NCI Agency Employment

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

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

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

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

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 prohibition covers negotiations, representational communications and/or advisory activities.

Date:

Signature:

Name & Title:

Company:

Annex B-12. List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ¹	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI AGENCY to correctly identify Subcontractors. If a Subcontractor’s DUNS is not known this field may be left blank.

Annex B-13. Certificate of Origin of Equipment, Services, and Intellectual Property

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

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-14. Certificate of Security Clearance

The Bidder hereby certifies that the proposed personnel have the appropriate Security Clearance required for performance under the prospective Contract or that all necessary actions have been undertaken to ensure that the proposed personnel will be in possession of such Security Clearance at the time of Contract award.

The Bidder hereby certifies that he is fully aware that resulting contract will require the Contractor to handle and store classified material to the level of “NATO RESTRICTED” and that the Contractor shall have the appropriate facility and personnel clearances at the time of Contract award.

Date

Signature of Authorised Representative

Printed Name

Title

Company

**Annex B-15 Certificate of Compliance AQAP 2110 or ISO
9001:2015 or Equivalent**

I hereby certify that _____ (name of Company) possesses
and applies Quality Assurance Procedures/Plans AQAP 2110 or
ISO 9001:2015 or equivalent as evidenced through the attached
documentation .

Date

Signature of Authorized Representative

Printed Name

Title

Company

Annex B-16 List of Proposed Key Personnel

Key Personnel are not necessarily required to work full-time in that position. Therefore, it is possible for an individual to fill more than one Key Personnel role at the same time, assuming the person is qualified to perform both roles.

Position	SOW Reference	Name	Designation Period
Project Manager	2.2		
Commercial Manager	2.2		
Technical Lead	2.2		

Date

Signature of Authorized Representative

Printed Name

Title

Company

Annex B-17. Code of Conduct

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

Article 14 PROCUREMENT AND CONTRACTORS

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

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

15 INDUSTRY INITIATIVES

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

16 POST EMPLOYMENT MEASURES

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i)

drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

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

Annex C Clarification Request Form

**INVITATION FOR BID
IFB-CO-115735-NAGSF
CLARIFICATION REQUEST FORM**

Company Name _____

Submission Date _____

ADMINISTRATION or CONTRACTING				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
A.1			Purchaser to complete	
A.2			Purchaser to complete	
A.3			Purchaser to complete	
A.4			Purchaser to complete	
A.5			Purchaser to complete	

Company Name _____

Submission Date _____

PRICE				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
P.1			Purchaser to complete	
P.2			Purchaser to complete	
P.3			Purchaser to complete	
P.4			Purchaser to complete	
P.5			Purchaser to complete	

Company Name _____

Submission Date _____

TECHNICAL				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
T.1			Purchaser to complete	
T.2			Purchaser to complete	
T.3			Purchaser to complete	
T.4			Purchaser to complete	
T.5			Purchaser to complete	

Annex D Cross Reference/Compliance Table

Bidder shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, Paragraph, table (if applicable), page number etc. Copy of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in Section 3.7, and will be evaluated according to the instructions in Section 4.5.

Book I Bidding Instructions Requirement Ref.	BOOK II Ref.	EVALUATION FACTORS AND CRITERIA	BID REFERENCE
3.6	SoW Section 2.3	The bid version of the PIP shall include a Project Overview, which shall provide an executive summary of the offered equipment and services.	<i>Bidder to complete</i>
3.6	SoW Section 2.3	The bid version of the PIP shall include a draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.	<i>Bidder to complete</i>
3.6	SoW Section 2.3, 4 and 8.4	The bid version of the PIP shall include a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).	<i>Bidder to complete</i>

3.6	SoW Section 2.3 and 10	The bid version of the PIP shall include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 10 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 11	The bid version of the PIP shall include a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 11 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 14	The bid version of the PIP shall include a draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 14 of the SoW (quality assurance processes, performance, and conformity).	<i>Bidder to complete</i>
3.6	SoW Section 2.3	The bid version of the PIP shall include a draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 15	The bid version of the PIP shall also include a curriculum vitae and security clearance information for the personnel proposed for the project.	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 5.4	The bid version of the PIP shall include a draft System Engineering and Design, including a clear design of the VTC room.	<i>Bidder to complete</i>
3.6	SoW Annex A	For each Equipment Contract Line Item Number (CLIN) the Bidder shall include in his bid a detailed list of the COTS hardware and software proposed to be supplied as part of that CLIN.	<i>Bidder to complete</i>

3.6	SoW Annex A	The Bidder shall include in his bid detailed specification sheets for all hardware and software which documents the satisfaction of the requirements of the Annex A of the SoW.	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 10.7	The bid version of the PIP shall include a draft version of the warranty support.	<i>Bidder to complete</i>

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",
- "BOM, SW licenses, subscriptions",
- "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/BOM- SW licenses-subscriptions/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 discretion, 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.

DETAILED TABs	DESCRIPTION
<p>LABOUR</p> <p>BOM, SW LICENSES, SUBSCRIPTIONS</p> <p>TRAVEL</p> <p>ODCs</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. 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>Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, BOM-SW licenses-Subscriptions, etc.) to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the 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>RATES</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 choose to do so. However, ALL bidders are required to state the G&A/OH/Material handling and any other indirect rates that they have applied to the bid.</p>

A) COMPLETENESS CHECK for CURRENCY - "OFFER SUMMARY" TAB

Currency has been entered for offer summary tab

Missing Currency

B) ACCURACY CHECK #1- OFFER SUMMARY TOTALS MATCH CLIN SUMMARY

Total Fixed Price Base Contract

OK

Delta

0.00

Total Fixed Price Non-Evaluated Options

OK

0.00

C) ACCURACY CHECK #2- OFFER SUMMARY TOTALS MATCH DETAIL TABS

Grand Total Offer summary (All CLINS) matches detailed tabs

OK

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		
Grand Total Firm Fixed Price: Base Contract		-
Grand Total Firm Fixed Price: Base Contract + Non-Evaluated Options		-
CLIN 1	CLIN 1 (BASE-EVALUATED) - Project Management	-
CLIN 2	CLIN 2 (BASE-EVALUATED) - COTS Procurement	-
CLIN 3	CLIN 3 (BASE-EVALUATED) - System Implementation	-
CLIN 4	CLIN 4 (BASE-EVALUATED) - Testing and Acceptance	-
CLIN 5	CLIN 5 (BASE-EVALUATED) - System Documentation	-
CLIN 6	CLIN 6 (BASE-EVALUATED) - VTC Room System Training	-
Total Firm Fixed Price Base Contract		-
CLIN 7	CLIN 7 (OPTION-NON EVALUATED) - Additional NS IT backend capacity	-
CLIN 8	CLIN 8 (OPTION-NON EVALUATED) - Complementary inter-buildings fiber cabling	-
Total Firm Fixed Price Non-Evaluated Options		-

IFB-CO-115735-NAGSF CLIN Summary											
BASE CONTRACT											
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
Declare Currency =>											
1.0	CLIN 1 (BASE-EVALUATED) - Project Management										
1.1	Project Management	\$2.1	EDC + 10 months	As required	PM activities & reporting	Lot	1	-	-	Investment	
1.2	Kick-off Meeting	\$2.2	EDC + 2 weeks	NCI Agency	PM activities & reporting	meeting	1	-	-	Investment	
1.3	Project Implementation Plan (PIP) including PMTP, CMP, and OAP	\$2.3, \$8.4, \$11.2, \$11.4, \$14.3	EDC + 4 weeks	NCI Agency	PM activities & reporting	Lot	1	-	-	Investment	
1.4	Monthly Project Review Meetings (PRM)	\$2.4	EDC + 10 months	NCI Agency	PM activities & reporting	meeting	10	-	-	Investment	
1.5	Monthly Project Highlight Reports (PHR)	\$2.5	EDC + 10 months	NCI Agency	PM activities & reporting	meeting	10	-	-	Investment	
TOTAL PRICE CLIN 1											
2.0	CLIN 2 (BASE-EVALUATED) - COTS Procurement										
2.1	Equipment-SW Licenses-Subscriptions, Appendix A	Appendix A	EDC + 8 months	AGS, Sigonella						Investment	
2.1.1	End-user devices (EUD) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.2	Cyber (CVB) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.3	NS distribution (NS) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.4	NU distribution (NU) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.5	Video Teleconferencing Room (VTC) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.6	Data Centre (DC) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.2	Warranty for Base Contract, Equipment in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-	-	Investment	
2.3	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-	-	Investment	
TOTAL PRICE CLIN 2											
3.0	CLIN 3 (BASE-EVALUATED) - System Implementation										
3.1	Site Survey including Site Survey Report (SSR)	\$3.1	EDC + 6 weeks	AGS, Sigonella	implementation activities & reporting	Lot	1	-	-	Investment	
3.2	Configuration Guidance	\$3.2	EDC + 8 weeks	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.3	Site Installation Data Package (SIDP)	\$3.3	EDC + 10 weeks	AGS, Sigonella	reporting	Lot	1	-	-	Investment	
3.4	End-user devices installation and configuration	\$5.1	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.5	NS active distribution design, installation and configuration	\$5.2	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.6	NU active distribution design, installation and configuration	\$5.3	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.7	Video teleconferencing room design, installation and configuration	\$5.4	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.8	NS backend infrastructure installation	\$5.5	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.9	Cyber security infrastructure installation	\$5.6	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.10	NU backend infrastructure relocation	\$5.7	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
TOTAL PRICE CLIN 3											
4.0	CLIN 4 (BASE-EVALUATED) - Testing and Acceptance										
4.1	Provisional System Test (PST) and Provisional System Acceptance (PSA) including reports	\$4.2, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS, Sigonella	testing activities & reporting	Lot	1	-	-	Investment	
4.2	Final System Acceptance (FSA) including reports	\$4.3	EDC + 10 months	NCI Agency	testing activities & reporting	Lot	1	-	-	Investment	
TOTAL PRICE CLIN 4											
5.0	CLIN 5 (BASE-EVALUATED) - System Documentation										
5.1	VTC Room System Training Documentation	\$13.1, \$12.1	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
5.2	COTS Documentation	\$12.4	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
5.3	Maintenance Manuals	\$12.5	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
5.4	As-built Documentation	\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
TOTAL PRICE CLIN 5											
6.0	CLIN 6 (BASE-EVALUATED) - VTC Room System Training										
6.1	VTC room system training courses	\$13.1	EDC + 9 months	AGS, Sigonella	training courses	groups	4	-	-	Investment	
TOTAL PRICE CLIN 6											
Total Firm Fixed Price- Base Contract											
NON EVALUATED OPTIONS											
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
Declare Currency =>											
7.0	CLIN 7 (OPTION-NON EVALUATED) - Additional NS IT backend capacity										
7.1	Design, installation and configuration	\$5.8	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
7.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS Sigonella, NCI Agency	testing activities & reporting	Lot	1	-	-	Investment	
7.3	Additional NS IT backend capacity (GIS)	Appendix A	EDC + 8 months	AGS, Sigonella	hardware & software	Lot	1	-	-	Investment	
7.4	Warranty, Optional Equipment (GIS) in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-	-	Investment	
7.5	System Documentation	\$12.4-\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
7.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-	-	Investment	
TOTAL PRICE CLIN 7											
8.0	CLIN 8 (OPTION-NON EVALUATED) - Complementary inter-buildings fiber cabling										
8.1	Design, installation and configuration	\$5.8	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
8.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS Sigonella, NCI Agency	testing activities & reporting	Lot	1	-	-	Investment	
8.3	Optional Cables (CAB) in Appendix A	Appendix A	EDC + 8 months	AGS, Sigonella	cables	Lot	1	-	-	Investment	
8.4	Warranty, Optional Cables (CAB) in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-	-	Investment	
8.5	System Documentation	\$12.4-\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
8.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-	-	Investment	
TOTAL PRICE CLIN 8											
Total Firm Fixed Price- Non-Evaluated Options											

Rate Name	Rate description*	Percentage
[Insert Rate Name]		0%
[Insert Rate Name]		0%
[Insert Rate Name]		0%

NATO Member States Currencies

Euro (EUR)
Albanian Lek (ALL)
Bulgarian Lev (BGN)
Canadian Dollar (CAD)
Czech Koruna (CZK)
Danish Krone (DKK)
Estonian Kroon (EEK)
Hungarian Forint (HUF)
Icelandic Króna (ISK)
Lithuanian Litas (LTL)
North Macedonia Denar (MKD)
Norwegian Krone (NOK)
Polish Złoty (PLN)
Romanian Leu (RON)
Slovak Koruna (SKK)
Turkish Lira (TRY)
UK Pound sterling (GBP)
US Dollar (USD)

End-user devices (EUD)
Cyber (CYB)
NS distribution (NS)
NU distribution (NU)
Video Teleconferencing Room (VTC)
Data Centre (DC)
Not related to CLIN 2.1

IFB-CO-115735-NAGSF Schedule of Supplies and Services								
BASE CONTRACT								
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price
Declare Currency =>								
1.0	CLIN 1 (BASE-EVALUATED) - Project Management							
1.1	Project Management	\$2.1	EDC + 10 months	As required	PM activities & reporting	Lot	1	-
1.2	Kick-off Meeting	\$2.2	EDC + 2 weeks	NCI Agency	PM activities & reporting	meeting	1	-
1.3	Project Implementation Plan (PIP) including PMTP, CMP, and QAP	\$2.3, \$8.4, \$11.2-\$11.4, \$14.3	EDC + 4 weeks	NCI Agency	PM activities & reporting	Lot	1	-
1.4	Monthly Project Review Meetings (PRM)	\$2.4	EDC + 10 months	NCI Agency	PM activities & reporting	meeting	10	-
1.5	Monthly Project Highlight Reports (PHR)	\$2.5	EDC + 10 months	NCI Agency	PM activities & reporting	meeting	10	-
TOTAL PRICE CLIN 1								
2.0	CLIN 2 (BASE-EVALUATED) - COTS Procurement							
2.1	Equipment-SW Licenses-Subscriptions, Appendix A	Appendix A	EDC + 8 months	AGS, Sigonella				
2.1.1	End-user devices (EUD) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.2	Cyber (CYB) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.3	NS distribution (NS) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.4	NU distribution (NU) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.5	Video Teleconferencing Room (VTC) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.6	Data Centre (DC) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.2	Warranty for Base Contract, Equipment in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-
2.3	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-
TOTAL PRICE CLIN 2								
3.0	CLIN 3 (BASE-EVALUATED) - System Implementation							
3.1	Site Survey including Site Survey Report (SSR)	\$3.1	EDC + 6 weeks	AGS, Sigonella	implementation activities & reporting	Lot	1	-
3.2	Configuration Guidance	\$3.2	EDC + 8 weeks	AGS, Sigonella	implementation activities	Lot	1	-
3.3	Site Installation Data Package (SIDP)	\$3.3	EDC + 10 weeks	AGS, Sigonella	reporting	Lot	1	-
3.4	End-user devices installation and configuration	\$5.1	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.5	NS active distribution design, installation and configuration	\$5.2	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.6	NU active distribution design, installation and configuration	\$5.3	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.7	Video teleconferencing room design, installation and configuration	\$5.4	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.8	NS backend infrastructure installation	\$5.5	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.9	Cyber security infrastructure installation	\$5.6	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.10	NU backend infrastructure relocation	\$5.7	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
TOTAL PRICE CLIN 3								
4.0	CLIN 4 (BASE-EVALUATED) - Testing and Acceptance							
4.1	Provisional System Test (PST) and Provisional System Acceptance (PSA) including reports	\$4.2, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS, Sigonella	testing activities & reporting	Lot	1	-
4.2	Final System Acceptance (FSA) including reports	\$4.3	EDC + 10 months	NCI Agency	testing activities & reporting	Lot	1	-
TOTAL PRICE CLIN 4								
5.0	CLIN 5 (BASE-EVALUATED) - System Documentation							
5.1	VTC Room System Training Documentation	\$13.1, \$12.1	EDC + 8 months	NCI Agency	documentation	Lot	1	-
5.2	COTS Documentation	\$12.4	EDC + 8 months	NCI Agency	documentation	Lot	1	-
5.3	Maintenance Manuals	\$12.5	EDC + 8 months	NCI Agency	documentation	Lot	1	-
5.4	As-built Documentation	\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-
TOTAL PRICE CLIN 5								
6.0	CLIN 6 (BASE-EVALUATED) - VTC Room System Training							
6.1	VTC room system training courses	\$13.1	EDC + 9 months	AGS, Sigonella	training courses	groups	4	-
TOTAL PRICE CLIN 6								
Total Firm Fixed Price- Base Contract								
NON EVALUATED OPTIONS								
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price
Declare Currency =>								
7.0	CLIN 7 (OPTION-NON EVALUATED) - Additional NS IT backend capacity							
7.1	Design, installation and configuration	\$5.8	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
7.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS Sigonella, NCI Agency	testing activities & reporting	Lot	1	-
7.3	Additional NS IT backend capacity (GIS)	Appendix A	EDC + 8 months	AGS, Sigonella	hardware & software	Lot	1	-
7.4	Warranty, Optional Equipment (GIS) in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-
7.5	System Documentation	\$12.4-\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-
7.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-
TOTAL PRICE CLIN 7								
8.0	CLIN 8 (OPTION-NON EVALUATED) - Complementary inter-buildings fiber cabling							
8.1	Design, installation and configuration	\$5.8	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
8.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS Sigonella, NCI Agency	testing activities & reporting	Lot	1	-
8.3	Optional Cables (CAB) in Appendix A	Appendix A	EDC + 8 months	AGS, Sigonella	cables	Lot	1	-
8.4	Warranty, Optional Cables (CAB) in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-
8.5	System Documentation	\$12.4-\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-
8.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-

TOTAL PRICE CLIN 8

Total Firm Fixed Price- Non-Evaluated Options

IFB-CO-115735-NAGSF Schedule of Supplies and Services								
BASE CONTRACT								
CLIN	Description	SOW Reference	Delivery Date	Milestones				
				PIP Acceptance	Site Survey + SIDP	PSA	FSA	Warranty Completion
1.0	CLIN 1 (BASE-EVALUATED) - Project Management							
1.1	Project Management	\$2.1	EDC + 10 months	20%	30%	50%		
1.2	Kick-off Meeting	\$2.2	EDC + 2 weeks	60%	40%			
1.3	Project Implementation Plan (PIP) including PMTP, CMP, and QAP	\$2.3, \$8.4, \$11.2-\$11.4, \$14.3	EDC + 4 weeks		100%			
1.4	Monthly Project Review Meetings (PRM)	\$2.4	EDC + 10 months		100%			
1.5	Monthly Project Highlight Reports (PHR)	\$2.5	EDC + 10 months			100%		
TOTAL PRICE CLIN 1								
2.0	CLIN 2 (BASE-EVALUATED) - COTS Procurement							
2.1	Equipment-SW Licenses-Subscriptions, Appendix A	Appendix A	EDC + 8 months			80%	10%	10%
2.1.1	End-user devices (EUD) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.2	Cyber (CYB) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.3	NS distribution (NS) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.4	NU distribution (NU) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.5	Video Teleconferencing Room (VTC) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.6	Data Centre (DC) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.2	Warranty for Base Contract, Equipment in Appendix A	\$10.7	EDC + 8 months					100%
2.3	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months			80%	10%	10%
TOTAL PRICE CLIN 2								
3.0	CLIN 3 (BASE-EVALUATED) - System Implementation							
3.1	Site Survey including Site Survey Report (SSR)	\$3.1	EDC + 6 weeks		70%	30%		
3.2	Configuration Guidance	\$3.2	EDC + 8 weeks		10%	70%	20%	
3.3	Site Installation Data Package (SIDP)	\$3.3	EDC + 10 weeks		70%	30%		
3.4	End-user devices installation and configuration	\$5.1	EDC + 8 months		10%	70%	20%	
3.5	NS active distribution design, installation and configuration	\$5.2	EDC + 8 months		10%	70%	20%	
3.6	NU active distribution design, installation and configuration	\$5.3	EDC + 8 months		10%	70%	20%	
3.7	Video teleconferencing room design, installation and configuration	\$5.4	EDC + 8 months		10%	70%	20%	
3.8	NS backend infrastructure installation	\$5.5	EDC + 8 months		10%	70%	20%	
3.9	Cyber security infrastructure installation	\$5.6	EDC + 8 months		10%	70%	20%	
3.10	NU backend infrastructure relocation	\$5.7	EDC + 8 months		10%	70%	20%	
TOTAL PRICE CLIN 3								
4.0	CLIN 4 (BASE-EVALUATED) - Testing and Acceptance							
4.1	Provisional System Test (PST) and Provisional System Acceptance (PSA) including reports	\$4.2, \$8.5, \$8.6, \$8.7	EDC + 9 months			80%	20%	
4.2	Final System Acceptance (FSA) including reports	\$4.3	EDC + 10 months				100%	
TOTAL PRICE CLIN 4								
5.0	CLIN 5 (BASE-EVALUATED) - System Documentation							
5.1	VTC Room System Training Documentation	\$13.1, \$12.1	EDC + 8 months			80%	10%	10%
5.2	COTS Documentation	\$12.4	EDC + 8 months			80%	10%	10%
5.3	Maintenance Manuals	\$12.5	EDC + 8 months			80%	10%	10%
5.4	As-built Documentation	\$12.6	EDC + 8 months			80%	10%	10%
TOTAL PRICE CLIN 5								
6.0	CLIN 6 (BASE-EVALUATED) - VTC Room System Training							
6.1	VTC room system training courses	\$13.1	EDC + 9 months			100%		
TOTAL PRICE CLIN 6								
Total Firm Fixed Price- Base Contract								
NON EVALUATED OPTIONS								
CLIN	Description	SOW Reference	Delivery Date	Milestones				
				PIP Acceptance	Site Survey + SIDP	PSA	FSA	Warranty Completion
7.0	CLIN 7 (OPTION-NON EVALUATED) - Additional NS IT backend capacity							

7.1	Design, installation and configuration	\$5.8	EDC + 8 months		10%	70%	20%	
7.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months		10%	70%	20%	
7.3	Additional NS IT backend capacity (GIS)	Appendix A	EDC + 8 months		10%	70%	20%	
7.4	Warranty, Optional Equipment (GIS) in Appendix A	\$10.7	EDC + 8 months					100%
7.5	System Documentation	\$12.4-\$12.6	EDC + 8 months		10%	70%	20%	
7.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months		10%	70%	20%	
TOTAL PRICE CLIN 7								
8.0	CLIN 8 (OPTION-NON EVALUATED) - Complementary inter-buildings fiber cabling							
8.1	Design, installation and configuration	\$5.8	EDC + 8 months		10%	70%	20%	
8.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months		10%	70%	20%	
8.3	Optional Cables (CAB) in Appendix A	Appendix A	EDC + 8 months		10%	70%	20%	
8.4	Warranty, Optional Cables (CAB) in Appendix A	\$10.7	EDC + 8 months					100%
8.5	System Documentation	\$12.4-\$12.6	EDC + 8 months		10%	70%	20%	
8.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months		10%	70%	20%	
TOTAL PRICE CLIN 8								
Total Firm Fixed Price- Non-Evaluated Options								



IFB-CO-115735-NAGSF

BOOK II

CONTRACT SPECIAL PROVISIONS

VERSION: BASIC CONTRACT

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PART II
 CONTRACT SPECIAL PROVISIONS
 INDEX OF CLAUSES

ARTICLE 1 SCOPE..... 5

ARTICLE 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE CONTRACT
 GENERAL PROVISIONS..... 5

ARTICLE 3 ORDER OF PRECEDENCE..... 6

ARTICLE 4 DEFINITIONS 6

ARTICLE 5 DURATION OF CONTRACT..... [76](#)

ARTICLE 6 PRICE BASIS 7

ARTICLE 7 INCENTIVE FEE..... 7

ARTICLE 8 ADDITIONAL CONTRACT TASKS AND OPTIONS..... 8

ARTICLE 9 PARTICIPATING COUNTRIES 9

ARTICLE 10 COMPREHENSION OF CONTRACT AND SPECIFICATIONS 9

ARTICLE 11 PLACE AND TERMS OF DELIVERY 10

ARTICLE 12 INSPECTION AND ACCEPTANCE 10

ARTICLE 13 REVIEW AND ACCEPTANCE OF DOCUMENTATION..... [1110](#)

ARTICLE 14 OWNERSHIP AND TITLE 11

ARTICLE 15 TITLE AND RISK OF LOSS..... 11

ARTICLE 16 INVOICES AND PAYMENT 12

ARTICLE 17 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS..... 13

ARTICLE 18 WARRANTY [1314](#)

ARTICLE 19 CONTRACT ADMINISTRATION..... 15

ARTICLE 20 TECHNICAL DIRECTION..... 16

ARTICLE 21 SUB-CONTRACTORS [1617](#)

ARTICLE 22 CONTRACTOR COTS RESPONSIBILITY 17

ARTICLE 23 LIQUIDATED DAMAGES [1718](#)

ARTICLE 24 SECURITY..... 18

ARTICLE 25 KEY PERSONNEL..... 19

ARTICLE 26 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE [2021](#)

ARTICLE 27 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES [2021](#)

ARTICLE 28 INDEMNITY..... 21

ARTICLE 29 CARE AND DILIGENCE OF PROPERTY [2122](#)

ARTICLE 30 CONTRACTOR'S PERSONNEL WORKING AT NATO FACILITIES..... 22

ARTICLE 31 INDEPENDENT CONTRACTOR 23

ARTICLE 32 APPLICABLE REGULATIONS 23

ARTICLE 33 AUDITING AND ACCOUNTING..... [2324](#)

ARTICLE 34 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK
 ENVIRONMENT..... [2324](#)

ARTICLE 35 PERFORMANCE GUARANTEE 24

ARTICLE 36 TRANSPORTATION OF EQUIPMENT 25

ARTICLE 38 ASSIGNMENT [2526](#)

ARTICLE 39 PURCHASER FURNISHED PROPERTY 26

ARTICLE 40 FORCE MAJEURE CLAUSE 27

ARTICLE 41 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR MANDATED
NATO THIRD PARTY AUDITS BY RESOURCE COMMITTEES 28

ARTICLE 42 NCI AGENCY SUPPLIER CODE OF CONDUCT 29

ARTICLE 1 SCOPE

- 1.1 The Contractor shall provide all materials, supplies, services, and workmanship to NATO Communication and Information Systems (CIS) services for the Alliance Ground Surveillance (AGS) Main Operational Base (MOB) in Sigonella, Italy, in support to the relocation from their transitional to permanent installations as specified in Part I Schedule of Supplies and Services (SSS) and in accordance with Part IV Statement of Work (SOW) for the fixed prices stated in this Contract.
- 1.2 In addition, the Purchaser shall have the right to exercise contract options for additional IT Backend Infrastructure and Inter-Building Cabling.
- 1.3 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

ARTICLE 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE CONTRACT GENERAL PROVISIONS

Article 7 "Firm Fixed Price Contract" of the Contract General Provisions is replaced by Article 6 – "PRICE BASIS".

Article 2 "Definitions" of the Contract General Provisions is revised and supplemented by ARTICLE 4 – "DEFINITIONS"

Article 21 "Inspection and Acceptance of Work" of Contract General Provisions is revised and supplemented by ARTICLE 12 – "INSPECTION AND ACCEPTANCE".

Article 22 "Inspection and Acceptance of Documentation" of Contract General Provisions is revised and supplemented by ARTICLE 13 – "REVIEW AND ACCEPTANCE OF DOCUMENTATION".

Article 27 "Warranty of Work" of Contract General Provisions is supplemented by ARTICLE 18 – "WARRANTY".

Article 39 "Termination for Default" of Contract General Provisions is supplemented by ARTICLE 23 – "LIQUIDATED DAMAGES", and ARTICLE 35 "PERFORMANCE GUARANTEE"

Article 11 "Security" of the Contract General Provisions is revised and supplemented by ARTICLE 24 – "SECURITY"

Article 25 "Invoices And Payment" of the Contract General Provisions is revised and supplemented by ARTICLE 16 – "INVOICES AND PAYMENT"

ARTICLE 3 ORDER OF PRECEDENCE

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

ARTICLE 4 DEFINITIONS

- 4.1 Article 2 “Definitions of terms and acronyms” of Contract Special Provisions is revised and supplemented by the following:
- 4.2 “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 3 above of these Contract Special Provisions.
- 4.3 “Contracting Authority” shall mean “The General Manager of the NCI Agency, the Chief of Acquisition (COA), the Deputy Chief of Acquisition - Procurement & Policy (DCOAPP) of the NCI Agency or the authorized representatives of the DCOAPP of the NCI Agency”.
- 4.4 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.
- 4.5 “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”.
- 4.6 “NATO Communications and Information 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”.
- 4.7 “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”.
- 4.8 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.
- 4.9 “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”.

ARTICLE 5 DURATION OF CONTRACT

- 5.1 It is the Purchaser's intention that the present Contract covers the totality of the requirements as covered by the Schedule of Supplies and Services and the Statement of Work with the exception of the Options (if any), unless those options are formally exercised and funded in accordance with the prescriptions of [ARTICLE 8](#) ~~ARTICLE 8~~ "Additional Contract Tasks and Options".
- 5.2 The work under the Contract shall commence on effective date of Contract shown on the signature page and be completed in accordance with the Schedule of Supplies and Services and Statement of Work.

ARTICLE 6 PRICE BASIS

- 6.1 This Article replaces Article 7 of the Contract General Provisions.
- 6.2 This is a Fixed Price Incentive Fee Contract (FPIF).
- 6.3 The Schedule of Supplies and Services (SSS) of this Contract, organized into Contract Line Items (CLINs), lists all services and/or deliverables, their priority, and their fixed price.
- 6.4 Included in the prices shown in the SSS are all costs for activities not specifically listed on the SSS, but that are considered necessary by the Contractor to execute the Statement of Work, included but not limited to:
- 6.4.1. All travel, per diem and accommodation costs;
 - 6.4.2. All executive management, administrative or other support effort;
 - 6.4.3. All facility or other overhead costs;
 - 6.4.4. All other direct costs.
- 6.5 In addition to the prices shown in the SSS, the Contract includes an incentive fee as further explained in Article 7.
- 6.6 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated FPIF except as provided under other provisions of this Contract.
- 6.7 The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 6.8 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2000).

ARTICLE 7 INCENTIVE FEE

- 7.1 The Contract allows for additional payment to recognize early delivery of all requirements of the Contract. This incentive is in addition to the normal payment following Provisional System Acceptance.
- 7.2 The maximum amount of any earned incentive shall be 5% of the total amount of the CLIN 1 to 6.

- 7.3 There is one Incentive Milestone date:
- 7.3.1 The only Incentive Milestone will be at Provisional System Acceptance at EDC+9 months.
- 7.4 The incentive will be applied as follows:
- 7.4.1 The incentive fee will be calculated as 0.0625% of the contract value (CLIN 1 to 6) for each day PSA is achieved before EDC + 9 month, not to exceed 5%.
- 7.5 The Purchaser's determination of this Incentive Fee is not subject to the Disputes clause.
- 7.6 If, due to the fault of the Purchaser, the Contractor is unable to complete PSA by EDC + 9 month, the incentive milestone will be postponed accordingly.

ARTICLE 8 ADDITIONAL CONTRACT TASKS AND OPTIONS

- 8.1 The tasks identified in the Contract Schedule of Supplies and Services as Options (if any) are to be intended as options to be exercised by the Purchaser and at his sole discretion. The Purchaser shall have the right to exercise any of the listed priced options multiple times at his discretion any time during the performance of the Contract and up to its conclusion at the unit prices listed in the Schedule of Supplies and Services.
- 8.2 As the prices of Optional CLINs listed in the Contract Schedule of Supplies and Services were not part of the evaluation for Contract award, at the time of exercise of the Options, the Purchaser shall have the right to renegotiate those listed prices, on the basis of detailed cost and price data to be provided by the Contractor as per the Contract terms.
- 8.3 Should any options be exercised, the Purchaser will increase the firm fixed price of the Contract via a formal Contract Amendment by the amount of the line items so exercised and the period of performance of the Contract will be extended as mutually agreed when necessary.
- 8.4 In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser Contracting Authority.
- 8.5 In addition to the specific Contract options as identified above, the Purchaser reserves the right to order any foreseeable or additional Contract tasks or deliverables, listed or not, either occasionally or at a further stage in the life of the project, which he deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced in using the "Summary Price" rates provided by the Contractor as part of his proposal and included in this Contract by reference.
- 8.6 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.
- 8.7 The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period up until end of Warranty. Such an order

may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument.

- 8.8 The Contractor understands that there are no obligations under this Contract for the Purchaser to exercise any of the Options and that the Purchaser bears no liability should it decide not to exercise them (either totally or partially).
- 8.9 Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the Options of the current Contract through a new Contract with other conditions.

ARTICLE 9 PARTICIPATING COUNTRIES

- 9.1 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, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES.
- 9.2 None of the work, including project design, labor and services, shall be performed other than by firms from and within NATO member countries. 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.
- 9.3 No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a NATO member nation.
- 9.4 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within NATO member nations and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO member nation.

ARTICLE 10 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 10.1 The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 10.2 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.

- 10.3 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.
- 10.4 Notwithstanding the "Changes" Article of the Contract General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 11 PLACE AND TERMS OF DELIVERY

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

ARTICLE 12 INSPECTION AND ACCEPTANCE

- 12.1 Article 21 "Inspection and Acceptance of Work" of Contract General Provisions is hereby supplemented with this Article:
- 12.2 The services to be provided by the Contractor's personnel under this contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in Part IV- Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the contract for Default.
- 12.3 Under the terms of this Contract, Acceptance will be made in two (2) steps:
1. Upon Provisional System Test (PST) and Provisional System Acceptance (PSA) as specified in Part IV SOW for CLIN 4.1.
 2. Successful Final System Acceptance (FSA) for CLIN 4.2. at which time the Purchaser will take Title and Warranty will start.

- 12.4 Review and Acceptance of documentation is specified in below Article 13 of the Special Contract Provisions.

ARTICLE 13 REVIEW AND ACCEPTANCE OF DOCUMENTATION

- 13.1 Article 22 “Inspection and Acceptance of Documentation” of Contract General Provisions is hereby supplemented with this Article.
- 13.2 Unless otherwise specified in the Statement of Work:
- 13.3 Upon delivery of the Draft Deliverable items, the Purchaser will have a period of two (2) weeks to review the items. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser’s comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance within the Scope of Work. When applicable, a presentation of the deliverable item including the Purchaser’s comments will be made by the Contractor to the Purchaser, at a time which coincides with a progress meeting.
- 13.4 During the review, if the specific Item requires proposal of dates for delivery or reviews, the Purchaser will either accept or adjust the proposed dates.
- 13.5 Within two weeks after receipt of the Purchaser’s comments (and associated progress meeting if appropriate), the Contractor shall incorporate changes, revisions and corrections required by the Purchaser and present the revised deliverable in Final Form to the Purchaser for inspection in accordance with the delivery dates specified in the Schedule or approved by the Purchaser.
- 13.6 The Contractor shall not have the right to ask for additional periods if the delivered draft is considered not satisfactory by the Purchaser and therefore requires many changes and/or corrections.
- 13.7 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor at no increase in Contract price, to correct or replace non-conforming work, and in accordance with a reasonable delivery schedule as may be agreed by the Purchaser and the Contractor following the receipt of the Purchaser's notice of defects or non-conformance.
- 13.8 The acceptance by the Purchaser of the Contractor's documentation required by this Contract signifies that the documents delivered appear logical and consistent. The acceptance does not constitute an endorsement or approval of the design or proposed implementation by the Purchaser and does not relieve the Contractor of the obligation to meet the schedule and the performance requirements of this Contract in the event that the design eventually proves to be non-compliant in factory or field testing.

ARTICLE 14 OWNERSHIP AND TITLE

- 14.1 Ownership and title to all work will pass to the Purchaser only upon written notification of final acceptance by the Purchaser.

ARTICLE 15 TITLE AND RISK OF LOSS

- 15.1 Title and Risk of Loss to all delivered equipment, software and documentation shall transfer to and vest with the Purchaser upon written acceptance of each delivered equipment, software and documentation as defined in Part III - Statement of Work.
- 15.2 Notwithstanding 14.1 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until acceptance, at which time 11.1 above shall apply.
- 15.3 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon Final System Acceptance (FSA) as defined in the SOW.

ARTICLE 16 INVOICES AND PAYMENT

- 16.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 16.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 16.3 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
 - a) Contract number CO-115735-NASGF,
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO [...],
 - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN, ...)

The Contractor shall be entitled to submit invoices as specified in payment events schedule, Part I Schedule of Supplies and Services (SSS).

- 16.4 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Article 26 "Taxes and Duties" of the Contract General Provisions.
- 16.5 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 16.6 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 16.7 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 16.8 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 16.9 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.”

- 16.10 The certificate shall be signed by a duly authorised company official on the designated original.
- 16.11 Invoices referencing “**CO-115735-NAGSF / PO [...]**” shall be submitted only via email to the following electronic address: accountspayable@ncia.nato.int
- 16.12 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 17 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 17.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Article 39 “Termination for Default” of the Contract General Provisions.
- 17.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

ARTICLE 18 WARRANTY

- 18.1 Article 27 "Warranty of Work" of Contract General Provisions is supplemented with the following:
- 18.2 Warranty shall start after Purchaser confirmed FSA, as indicated in the SOW, and shall be the standard warranty with a minimum duration of one (1) calendar year for all hardware, software and for all services to be provided as part of this Contract. Until successful FSA, all hardware and software to be provided under this Contract shall be under the Contractor's responsibility.
- 18.3 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items of hardware and software, that:
- a. all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
 - b. the system will, under normal conditions, perform without errors which make it unusable; and
 - c. the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 18.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by engaging with the 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. The Contractor shall resolve all defects within 7 calendar days of their first being reported for those items that need not be returned to the Contractor's facility for service or repair. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser within 15 days of their arrival at the Contractor's facility.
- 18.5 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this 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.
- 18.6 The Contractor shall, at his option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract.
- 18.7 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at his discretion, and having given the Contractor due notice, to:

- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
 - b. equitably reduce the Contract price; and/or
 - c. terminate for default that portion of the Contract relating to the defective work.
- 18.8 Notwithstanding the provision of above paragraph 18.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 18.9 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this 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 Article 41 "Disputes" of Contract General Provisions.

ARTICLE 19 CONTRACT ADMINISTRATION

- 19.1 The Purchaser reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 19.2 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.
- 19.3 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 19.4 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.
- 19.5 All notices and communications shall be effective on receipt.
- 19.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]

<p>For contractual matters: Attn: Ms Emira Kapetanovic Principal Contracting Assistant Tel: +32 2 707 8582 E-mail: Emira.Kapetanovic@ncia.nato.int</p>	<p>For contractual matters: [...] Attn: Tel: Fax: E-mail:</p>
<p>For technical/project management matters: Attn. Mr Gilles Defourneaux JISR Service Line, Principal Project Manager Tel: +31 70 374 3549 E-mail: Gilles.Defourneaux@ncia.nato.int</p>	<p>For technical/project management matters: [...] Attn: Tel: E-mail:</p>

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

ARTICLE 20 TECHNICAL DIRECTION

- 20.1 For the direct official control and coordination of requirements, the Purchaser designates the Project Manager specified in Article 18.6 as the staff element that has the authority to coordinate, monitor, and control Contractor’s performance under this Contract:
- 20.2 At the site of efforts, the Purchaser may assign Technical Representatives who will monitor work in progress and provide Contractor personnel with instruction and guidance (within the general scope of work) in performance of their duties and working schedule. The Technical Representatives do not have the authority to change the terms of the Contract or to increase the overall cost, duration or level of effort of the Contract. The Technical Representatives do have the authority, within the general scope of work, to provide direction to the Contractor personnel in performance of their duties.
- 20.3 In case the Contractor believes that any technical direction received from the Technical Representative constitutes a change to the terms, conditions and/or specifications of the Contract, he shall immediately inform in writing the NCI Agency Contracting Authority, who will either confirm or revoke such direction. If such direction is confirmed as a change, this change will be formalised by written amendment to the Contract pursuant to the Article “Changes” of NCI Agency Contract General Provisions.
- 20.4 Failure of the Contractor to notify the NCI Agency Contracting Authority of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

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 authorization of the Purchaser has been obtained. Such

authorization will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 22 CONTRACTOR COTS RESPONSIBILITY

- 22.1 The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.
- 22.2 For COTS items which are or could be impacted by obsolescence issues, as changes in technology occur, the Contractor will propose substitution of new products/items for inclusion in this Contract. The proposed items should provide at least equivalent performance and/or lower life-cycle support costs, or enhanced performance without a price or cost increase.
- 22.3 The Contractor will provide evidence with respect to price and performance of the equipment being proposed as well as data proving an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.
- 22.4 The Contractor shall notify the Purchaser of any proposed changes in the commercial off the shelf software or hardware to be utilized. Such notification shall provide an assessment of the changes and the impact to any other items to be delivered under this Contract.

ARTICLE 23 LIQUIDATED DAMAGES

- 23.1 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,

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 19.1.a and 19.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each Payment Event as scheduled in the Article 14 "Invoices and Payments" of the Contract Special Provisions.

- 23.2 In addition, the Purchaser may terminate this contract in whole or in part as provided in Article 39 "Termination for Default" of Contract 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.
- 23.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of

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

- 23.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 14. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 23.5 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 24 SECURITY

- 24.1 This Article supplements Article 11 "Security" of the Contract General Provisions.
- 24.2 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.
- 24.3 The security classification of this Contract is "NATO UNCLASSIFIED".
- 24.4 Contractor's personnel visiting or working at Purchaser's facilities in connection with this Contract shall hold a confirmed NATO SECRET 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.
- 24.5 It is the responsibility of the Contractor to ensure that his 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.
- 24.6 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.
- 24.7 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.
- 24.8 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance applicable security regulations.

24.9 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 the "Termination for Default" Article 39 of the Contract General Provisions.

ARTICLE 25 KEY PERSONNEL

- 25.1 The key personnel proposed by the Contractor in his Project Management Plan (Project Manager/Technical Lead/Site Installation Manager) and that satisfy the personnel requirements laid down in the SOW are considered to be key to the performance of this contract and may not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser.
- 25.2 If any options are exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract.
- 25.3 The following personnel are considered to be Key Personnel for successful contract performance and are subject to the provisions of this Article as set forth in the following paragraphs:
- 25.4 Project Manager: [...]
Technical Lead: [...]
Commercial Manager: [...]
- 25.5 Under the terms of this Article, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract. In cases where the Contractor has no control over the individual's non-availability (e.g., resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser of a change of key personnel within 10 days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications with no additional costs for the Purchaser.
- 25.6 Contractor personnel proposed in substitution of previously employed Contractor Key Personnel shall be interviewed and approved by Purchaser Project Manager before substitution acceptance is granted in writing by the Purchaser contracting Authority.
- 25.7 In the event of a substitution of any key personnel listed in paragraph 22.3 above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate:
- Full details of professional and educational background;
 - Evidence that the personnel is qualified in pertinent contract related areas per the SOW.
- 25.8 The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted.
- 25.9 Furthermore, even after acceptance of a Contractor's staff member on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject the Contractor's staff member, if the individual is not meeting the required level of

competence. The Purchaser will inform the Contractor, in writing in cases where such a decision is taken and the Contractor shall propose and make another staff member available within ten working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and its acceptance of staff members shall in no way relieve the Contractor of his responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility to the Purchaser.

- 25.10 After acceptance in writing by the Purchaser of a substitution of staff, based on a CV and/or interview, paragraph shall be applicable again, if necessary.
- 25.11 The Purchaser may at any time require the Contractor immediately to cease to employ the above named Key Personnel under the present contract if, in the opinion of the Purchaser, his/her employment is undesirable. The Contractor shall replace any such employee in accordance with paragraph 22.5 and 22.6 above.
- 25.12 In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Article may potentially endanger the progress under the contract, the Purchaser shall have the right to terminate the contract in accordance with the terms of the General Article entitled "Default".
- 25.13 Any change of status or reorganization of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganization is promulgated.
- 25.14 The Contractor's Key Personnel required to interface directly with the Purchaser's counterparts, shall have the capability to readily communicate (oral and written fluency) in English and to provide, if requested official documents destined for distribution during the course of the Contract in English.
- 25.15 The Purchaser may, for just cause, require the Contractor to remove his employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and /or contain a notice for default and the remedies to be sought by the Purchaser.

ARTICLE 26 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- 26.1 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

ARTICLE 27 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES

- 27.1 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licenses necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries. The Contractor shall exclude from his prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilized free of charge by member nations of NATO and by NATO organization.
- 27.2 The Contractor shall report in writing to the Purchaser during the performance of this Contract:
- The royalties excluded from his price for patent utilised under the agreements mentioned in the previous paragraph;
 - The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

ARTICLE 28 INDEMNITY

- 28.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 24 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 28.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 28.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 28.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

ARTICLE 29 CARE AND DILIGENCE OF PROPERTY

- 29.1 The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment and vegetation (such as trees, shrubs and grass) on the work site. If the Contractor damages any such buildings, walls, equipment or vegetation, he shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If he fails or refuses to make such repair or replacement, the

Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 29.2 The Purchaser shall exercise due care and diligence for Contractor's furnished equipment, tools and materials on site premises. The Purchaser will not assume any liability except for gross negligence and willful misconduct on the part of the Purchaser's personnel or agents.
- 29.3 The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

ARTICLE 30 CONTRACTOR'S PERSONNEL WORKING AT NATO FACILITIES

- 30.1 The term "NATO Facilities" as used in this Article shall be deemed to include sites, property, and utilities.
- 30.2 The Contractor shall have no claim against NATO for any cost or delay occasioned by the closure of the NATO facilities of holidays, or other reasons, where this is generally published or made known to the Contractor by NATO or his authorised representatives.
- 30.3 The NATO Facility Representative shall provide such available administrative and technical facilities for the Contractor's personnel working at the NATO Facilities for the purpose for the Contract as in the opinion of the NATO Facility Representative may be necessary for the effective and economical discharge of work under the Contract. These facilities may be provided free at the discretion of the NATO Facility Representative. The Contractor shall be responsible for ascertaining what necessary facilities will be available and whether they will be provided free of charge, or determining what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorized representatives.
- 30.4 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any NATO Facilities occasioned by the Contractor, or by his servants, agents or sub-Contractors, arising from his or their presence, on NATO Facilities in connection with the Contract; provided that this condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or sub-Contractors, or by any circumstances within his or their control.
- 30.5 All property of the Contractor while at NATO Facility shall be at the risk of the Contractor, and NATO shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

ARTICLE 31 INDEPENDENT CONTRACTOR

- 31.1 The Personnel provided by the Contractor in response to this contract are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.
- 31.2 The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractors personnel employed under this Contract are not eligible for any diplomatic privileges, logistics support privileges, or for NATO employee benefits.

ARTICLE 32 APPLICABLE REGULATIONS

- 32.1 This Clause modifies Clauses 21 and 22 of the NCI Agency Contract General Provisions.
- 32.2 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.
- 32.3 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.
- 32.4 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 33 AUDITING AND ACCOUNTING

- 33.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 33.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 15 "Invoices and Payment" of the Contract Special Provisions.
- 33.3 In the event of this Contract being terminated in accordance with Article 40 "Termination for Convenience of the Purchaser" of Contract 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 34 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

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

ARTICLE 35 PERFORMANCE GUARANTEE

- 35.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within ten (10) calendar days from the Effective Date of Contract, a bank guarantee to the value of ten per cent (10%) of the total Contract Price.
- 35.2 Such guarantee, the validity of this shall not elapse before the expiration of the warranty period as specified in Article 18.2, shall be made payable to the Purchaser and may be delivered in the form of:
- a) A certified cheque;
 - b) An irrevocable letter of credit; or
 - c) A bank guarantee such as a performance bond or promissory note.
- 35.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 35.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.
- 35.5 The irrevocable letter of credit, performance bond or promissory note shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium unless otherwise authorized by the Purchaser.
- 35.6 The Contractor shall request in writing relief from the performance guarantee upon expiration of the warranty period specified at Article 18.2 or such other period as may be specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.
- 35.7 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than ten per cent (10%) of the Contract Price (including all amendments), and for depositing such guarantee with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.

- 35.8 The failure of the Contractor to deposit such performance guarantee with the purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Article 39 "Termination for Default" of the Contract General Provisions.
- 35.9 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 32.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article 39 "Termination for Default" of Contract General Provisions.
- 35.10 The standby letter of credit shall be issued by a financial institution listed in ANNEX A either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a different bank not listed in ~~ANNEX A~~ ANNEX A to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit.

ARTICLE 36 TRANSPORTATION OF EQUIPMENT

- 36.1 All supplies covered under this Contract, and items shipped under warranty for repair or otherwise, shall be transported to final destination at the full 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.
- 36.2 Items shipped under Warranty for repair or otherwise from Sigonella (Italy), Lago Patria (Italy) or the NCI Agency, to the Contractor shall be the responsibility of the Purchaser.
- 36.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

ARTICLE 37 SOFTWARE LICENCES

- 37.1 Any software supplied will include a valid license enabling the Purchaser to operate it legitimately in the location(s) and manner indicated in the Contract.
- 37.2 Any upgrades/patches or items of a similar nature will be similarly licensed.
- 37.3 The Contractor shall hold the Purchaser wholly harmless from any claims, actions or dispute howsoever arising under this Provision.

ARTICLE 38 ASSIGNMENT

- 38.1 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.

- 38.2 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 39 PURCHASER FURNISHED PROPERTY

- 39.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Article 16 "Changes" of Contract General Provisions.
- 39.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorize repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Article 16 "Changes" of Contractual General Provisions.
- 39.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 39.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 39.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.
- 39.6 The inventory shall note whether:
- a) The property was consumed or incorporated in fabrication of final deliverable(s);
 - b) The property was otherwise destroyed;
 - c) The property remains in possession of the Contractor;
 - d) The property was previously returned
- 39.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorized by the Purchaser. The net proceeds of any such

disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.

- 39.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorized by the Purchaser or directed by the terms of the Contract.
- 39.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

ARTICLE 40 FORCE MAJEURE CLAUSE

- 40.1 "Force Majeure" means the occurrence of an event or circumstance that prevents a Party (the "Affected Party") from performing one or more of its contractual obligations under the Contract, provided that: (i) it renders performance impossible; (ii) it is beyond the Affected Party's reasonable control and without the Affected Party's cause, fault or negligence; (iii) by its nature it could not have been reasonably foreseen at the time of conclusion of the Contract; and (iv) the effects of it could not reasonably have been avoided or overcome by the Affected Party.
- 40.2 Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [1] are all fulfilled, include:
- 40.2.1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
 - 40.2.2 civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
 - 40.2.3 currency and trade restriction, embargo, sanction;
 - 40.2.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
 - 40.2.5 plague, epidemic, natural disaster or extreme natural event;
 - 40.2.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
 - 40.2.7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 40.3 The Affected Party must give the other party to the Contract (the "Other Party") written notice without delay detailing the occurrence and its expected duration. The Other Party shall within a reasonable time respond, stating whether it accepts or rejects the occurrence as Force Majeure.
- 40.4 If the Other Party accepts the occurrence as Force Majeure, the Contract shall remain in force but the Parties will be relieved from performance of their obligations (including payment) under Contract, from the date at which the

Other Party received written notice, for so long as the effects of Force Majeure continue or for ninety (90) days, whichever is the shorter, provided that:

- 40.4.1 the Affected Party makes all reasonable efforts to limit the effects of Force Majeure upon performance and to avoid or overcome the effects of Force Majeure;
 - 40.4.2 the suspension of performance is of no greater scope than is necessitated by Force Majeure;
 - 40.4.3 the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [37.4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.
- 40.5 Neither Party shall be in breach of the Contract nor liable for delay in performing, or for failing to perform, its obligations under the Contract, due to Force Majeure.
- 40.6 Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety (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 41 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR MANDATED NATO THIRD PARTY AUDITS BY RESOURCE COMMITTEES

(a) Definitions. As used in this clause –
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.

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

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

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.

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

- (1) Within or in connection with a bid, quotation or offer; or
- (2) In the performance of or in connection with a contract.
- (c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

ARTICLE 42 NCI AGENCY SUPPLIER CODE OF CONDUCT

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

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

In the table below, is a list of the only acceptable financial institutions (herein "Acceptable Banks") that can issue bank guarantees (performance) for NCI Agency solicitations.

For the performance guarantee, a Standby Letter of Credit is required that shall be substantially similar to this [template](#).

#	Country (Alphabetical Order)	Banking Institution
1	BEL	KBC Group
2	CAN	Bank of Montreal
3	CAN	Royal Bank of Canada
4	CAN	Scotiabank
5	DNK	Danske Bank
6	DEU	Commerzbank AG
7	DEU	Deutsche Bank
8	ESP	Banco Santander
9	ESP	BBVA
10	EUR	Citibank Europe
11	FRA	BNP Paribas

12	FRA	Credit Agricole Group
13	FRA	Societe Generale
14	GBR	Barclays PLC
15	GBR	HSBC Holdings
16	GBR	Standard Chartered PLC
17	ITA	Intesa
18	ITA	UniCredit S.p.A.
19	NLD	ING Group
20	NLD	Rabobank Group
21	SWE	SEB Bank
22	SWE	Swedbank AB
23	USA	Bank of America
24	USA	Wells Fargo

END OF CONTRACT SPECIAL PROVISIONS

NATO UNCLASSIFIED

Part III – Contract General Provisions

NATO COMMUNICATIONS AND INFORMATION AGENCY



CONTRACT GENERAL PROVISIONS

IFB-CO-115735-NAGSF

V 1.0 dated 16 Oct 2014

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Index of Clauses

1.	ORDER OF PRECEDENCE	1
2.	DEFINITIONS OF TERMS AND ACRONYMS.....	1
3.	AUTHORITY	4
4.	APPROVAL AND ACCEPTANCE OF CONTRACT TERMS	4
5.	LANGUAGE	4
6.	AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS	5
7.	FIRM FIXED PRICE CONTRACT	5
8.	PERFORMANCE GUARANTEE	5
9.	PARTICIPATING COUNTRIES.....	8
10.	SUB-CONTRACTS.....	9
11.	SECURITY.....	10
12.	RELEASE OF INFORMATION	11
13.	PURCHASER FURNISHED PROPERTY.....	12
14.	CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES	13
15.	HEALTH, SAFETY AND ACCIDENT PREVENTION.....	14
16.	CHANGES	14
17.	STOP WORK ORDER	15
18.	CLAIMS.....	16
19.	PRICING OF CHANGES, AMENDMENTS AND CLAIMS	18
20.	NOTICE OF SHIPMENT AND DELIVERY	21
21.	INSPECTION AND ACCEPTANCE OF WORK.....	22
22.	INSPECTION AND ACCEPTANCE OF DOCUMENTATION	25
23.	USE AND POSSESSION PRIOR TO ACCEPTANCE.....	26
24.	OWNERSHIP AND TITLE	26
25.	INVOICES AND PAYMENT	26
26.	TAXES AND DUTIES.....	28
27.	WARRANTY OF WORK (Exclusive of Software)	29
28.	RIGHT OF ACCESS, EXAMINATION OF RECORDS	32
29.	PATENT AND COPYRIGHT INDEMNITY	33
30.	INTELLECTUAL PROPERTY.....	34
31.	SOFTWARE WARRANTY.....	37
32.	NATO CODIFICATION	39
33.	RELEASE FROM CLAIMS.....	41
34.	ASSIGNMENT OF CONTRACT	41
35.	TRANSFER AND SUB-LETTING.....	42
36.	PURCHASER DELAY OF WORK.....	42
37.	CONTRACTOR NOTICE OF DELAY	42
38.	LIQUIDATED DAMAGES	43
39.	TERMINATION FOR DEFAULT	43

NATO UNCLASSIFIED

Part III – Contract General Provisions

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER46

41. DISPUTES 51

42. ARBITRATION52

43. SEVERABILITY.....53

44. APPLICABLE LAW53

ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA1-1

1. ORDER OF PRECEDENCE

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

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

2. DEFINITIONS OF TERMS AND ACRONYMS

- 2.1 **Assembly** - An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.2 **Acceptance** - Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements.
- 2.3 **Claims** - A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause** - A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority** - The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)** - The term “Commercially Off-the-Shelf Item (COTS)” means any item that is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
 - a) is sold in substantial quantities in the commercial marketplace; and
 - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component** - A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.
- 2.8 **Contractor Background IPR** - Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated

Part III – Contract General Provisions
by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.

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

Part III – Contract General Provisions

- 2.23 **NCI AGENCY** - The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)**- The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes** - Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part** - An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country** - A NATO member country that participates in financing the effort.
- 2.28 **Parties** - The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser** - The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.
- 2.30 **Purchaser Background IPR** - Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property** - Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)** - A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect** - Any condition or characteristic of Software that does not conform with the requirements of the Contract.
- 2.34 **Sub-Assembly** - A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.
- 2.35 **Sub-contract** - Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor** - Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.

Part III – Contract General Provisions

- 2.37 **Third Party IPR** - Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work** - Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. AUTHORITY

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

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

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

5. LANGUAGE

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

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

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

7. FIRM FIXED PRICE CONTRACT

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

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the

Part III – Contract General Provisions

Purchaser's account until the term of the Performance Guarantee has expired.

- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination for Default.
- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

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

1. We hereby establish in your favour our irrevocable standby letter of credit number

NATO UNCLASSIFIED

Part III – Contract General Provisions
{number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____ We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency (“NCIA and (NAME OF CONTRACTOR).

2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

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

“The NCI Agency has been notified by {issuing bank} of its

Part III – Contract General Provisions

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

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

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and

Part III – Contract General Provisions
within a NATO Participating Country.

- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
- 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
- and
- 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
- 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for

Part III – Contract General Provisions

Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.

- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.

11.2 In particular the Contractor undertakes to:

11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;

11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;

11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;

11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;

11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;

11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;

- 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons (“need to know basis”) as is consistent with the proper execution of the Contract;
- 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;
- 11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11

Part III – Contract General Provisions (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.
- 12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. **PURCHASER FURNISHED PROPERTY**

- 13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 13.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 13.5 Upon completion of this Contract, or at such earlier dates as may be

Part III – Contract General Provisions specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

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

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

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

Part III – Contract General Provisions

- 14.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.
- 14.4 All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

- 16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:
- 16.1.1 Specifications (including drawings and designs);
 - 16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
 - 16.1.3 Marking and method of shipment and packing;
 - 16.1.4 Place of delivery;
 - 16.1.5 Amount, availability and condition of Purchaser Furnished Property.
- 16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.

Part III – Contract General Provisions

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

17. STOP WORK ORDER

- 17.1 The Purchaser may, at any time, by written order to the Contractor, require

Part III – Contract General Provisions
the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.

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

18. CLAIMS

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

Part III – Contract General Provisions

- 18.2 Claims shall be specifically identified as such and submitted:
 - 18.2.1 within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and
 - 18.2.2 before final payment, pursuant to and with the exceptions specified in Clause 33 entitled "Release of Claims".
 - 18.2.3 Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.
- 18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.
- 18.4 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.
- 18.5 The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

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

.....

SIGNATURE

Date

- 18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.
- 18.7 Claims submitted by the Contractor will be reviewed by the Contracting

Part III – Contract General Provisions

Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.

- 18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority, the schedule for which is beyond the Contracting Authority's control. A decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.
- 18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto

Part III – Contract General Provisions and the sample spreadsheet and its “Instructions to Complete” at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.

- 19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.
- 19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:
- 19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or
- 19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.
- 19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:
- 19.4.1 cost or pricing data;
- 19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and
- 19.4.3 a Certificate of Current Cost or Pricing Data, when required.
- 19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:
- 19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;
- 19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;
- 19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the

NATO UNCLASSIFIED

Part III – Contract General Provisions
Contractor's Certificate of Current Cost or Pricing Data; or

- 19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
- 19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").
 - 19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

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

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. **NOTICE OF SHIPMENT AND DELIVERY**

20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.

20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.

20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.

20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the

Part III – Contract General Provisions
duty free import, export, or transit of NATO consignments between NATO countries.

- 20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:
- 20.5.1 Purchaser's Contract number;
 - 20.5.2 Contract item number, designation and quantities;
 - 20.5.3 destination;
 - 20.5.4 number and description of the packages (gross and net weight);
 - 20.5.5 description of the goods and their value (for custom purpose only, not commercial value)
 - 20.5.6 consignor's name and address;
 - 20.5.7 consignee's name and address;
 - 20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);
 - 20.5.9 name and address of freight forwarder.
- 20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.
- 20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

- 21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.
- 21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or "state of the art" complying with relevant (National and International) standards.
- 21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.

Part III – Contract General Provisions

- 21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).
- 21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.
- 21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:
- 21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
 - 21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises

Part III – Contract General Provisions
where any part of the contractual work is being performed.

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

Part III – Contract General Provisions

Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

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

requirements.

- 22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.
- 22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

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

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

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

NATO UNCLASSIFIED

Part III – Contract General Provisions
the Purchaser and shall contain all of the elements listed below:

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

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

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

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

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

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

OR

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

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

Part III – Contract General Provisions
underscore between BEL and E-INVOICES)

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

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

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

26. **TAXES AND DUTIES**

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

Part III – Contract General Provisions
administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

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

27. WARRANTY OF WORK (Exclusive of Software)

27.1 For the purpose of this Clause:

- 27.1.1 "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;
- 27.1.2 "Correction" shall mean the elimination of a defect;
- 27.1.3 "Work" shall not include software.

Part III – Contract General Provisions

- 27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.
- 27.3 Unless another period of time is indicated in the Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7 In such rare cases where the Failed Component is either too large to be easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.
- 27.8 The Contractor shall conduct analysis of all Failed Components which are

Part III – Contract General Provisions

returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.

- 27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.
- 27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
- 27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;
 - 27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
 - 27.14.3 prepare and furnish data and reports as required by Clause 27.10.

Part III – Contract General Provisions

- 27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- 27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:
- 27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:
 - 27.16.2 correct the Work;
 - 27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - 27.16.3.1 obtain applicable data and reports; and/or
 - 27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.
- 27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.
- 27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.
28. **RIGHT OF ACCESS, EXAMINATION OF RECORDS**
- 28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.
- 28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions

Part III – Contract General Provisions
under the Contract, whichever occurs later.

- 28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.
- 28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

- 29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for IPR infringement in said countries.
- 29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.
- 29.3 This indemnity shall not apply under the following circumstances:
- 29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;
 - 29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;
 - 29.3.3 An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;
 - 29.3.4 An infringement resulting from changes or additions to the Work

Part III – Contract General Provisions
subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 Purchaser Background IPR

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

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

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

30.2 Contractor Background IPR

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

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

30.3 Foreground IPR

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

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

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

Part III – Contract General Provisions
the Work.

- 30.3.4 The Contractor shall not use any Foreground IPR other than for the purpose of carrying out the Work without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.
- 30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.
- 30.3.6 The Contractor shall:
- 30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and
 - 30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.
- 30.3.7 The Contractor undertakes:
- 30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and
 - 30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to:
 - (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.
- 30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 Third Party IPR

- 30.4.1 Any use of Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to the Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Third Party IPR for the purpose of exploiting or otherwise using the Foreground IPR.
- 30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).
- 30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.
- 30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.
- 30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

30.5 Subcontractor IPR

- 30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor

Part III – Contract General Provisions enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. **SOFTWARE WARRANTY**

31.1 **Statement of the Warranties**

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

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

31.2 **Notification Requirement**

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

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

31.3 **Duration of the Warranty**

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

31.4 **Purchaser Remedies for Breach**

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

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

Part III – Contract General Provisions

- 31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;
- 31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:
- 31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;
 - 31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as may be necessary to eliminate the defect, or;
 - 31.4.4.3 Equitably reduce the contract price
- 31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.
- 31.4.6 Election by the Purchaser of the remedy provided under paragraph 31.4.4.1 and 31.4.4.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.4 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.4.2 above.

31.5 Limitations and Exclusions from Warranty Coverage

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

Part III – Contract General Provisions
of the integration of Purchaser furnished property into any
Software delivered under this Contract.

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

31.6 Markings

- 31.6.1 All Deliverables under this Contract will identify the owner of the Deliverable and if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 31.6.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

32. NATO CODIFICATION

- 32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.
- 32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that

Part III – Contract General Provisions
each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.

- 32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).
- 32.6 Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.
- 32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.
- 32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.
- 32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.
- 32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: ["http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm"](http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm)

32.11 Markings

- 32.11.1 All Deliverables under this Contract will identify the owner of the Deliverable and, if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 32.11.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

33. RELEASE FROM CLAIMS

- 33.1 Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:
- 33.1.1 specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;
- 33.1.2 claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.
- 33.1.3 a patent infringement resulting from specific written instructions from the Purchaser under this Contract.
- 33.1.4 a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

34. ASSIGNMENT OF CONTRACT

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

35. TRANSFER AND SUB-LETTING

35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

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

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

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

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

36.3 No claim under this Clause shall be allowed:

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

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

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

37. CONTRACTOR NOTICE OF DELAY

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

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

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

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

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

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

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

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

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

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

39. TERMINATION FOR DEFAULT

39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the

Part III – Contract General Provisions

Contractor, inclusive but not limited to:

- 39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;
 - 39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;
 - 39.1.3 fails to meet the technical requirements or the Specifications of the Contract;
 - 39.1.4 fails to comply with Clause 11 (Security);
 - 39.1.5 transfer this Contract without the Purchaser's prior written consent; or,
 - 39.1.6 breaches any provision of this Contract.
- 39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:
- 39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.
 - 39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.
- 39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;
 - 39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or
 - 39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or

Part III – Contract General Provisions
comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.

- 39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.
- 39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.
- 39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- 39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:
- 39.7.1 any completed Work with associated rights ;

Part III – Contract General Provisions

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

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.

Part III – Contract General Provisions

- 40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:
- 40.3.1 stop the Work on the date and to the extent specified in the notice of termination;
 - 40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 - 40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 - 40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;
 - 40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
 - 40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:
 - 40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and
 - 40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;

Part III – Contract General Provisions

- 40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:
- 40.3.7.1 shall not be required to extend credit to any Buyer; and
 - 40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
- 40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- 40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- 40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on

Part III – Contract General Provisions

the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- 40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.
- 40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:
- 40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
 - 40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to Work paid or to be paid for under Clause 40.7.1;
 - 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
 - 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the

NATO UNCLASSIFIED

Part III – Contract General Provisions
amount of the settlement to reflect the indicated rate of loss; and

- 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.
- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:
- 40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or
- 40.10.2 if an appeal has been taken, the amount finally determined on such appeal.
- 40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:
- 40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;
- 40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and
- 40.11.3 the agreed price for, or the proceeds of the sale of, any materials,

Part III – Contract General Provisions

Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

- 40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.
- 40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.
- 40.14 Unless otherwise provided for in this Contract, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Purchaser at all reasonable times at the office of the Contractor, but without direct charge to the Purchaser, all his books, records, documents, computer files and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

41. DISPUTES

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

- 41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).
- 41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.
- 41.4 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

42. ARBITRATION

- 42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.
- 42.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.

- 42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.
- 42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

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

44. APPLICABLE LAW

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

* *

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

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

B. Purchaser's Pricing Principles

1. Allowable cost

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

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

i. Direct Costs

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

ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect

cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

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

2. Unallowable Costs

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

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.
- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.

(l) Commissions and gratuities.

(m) Interest on borrowings.

3. Rates and Factors

(a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.

(b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.

(c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.

(d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. A rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.

(e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.

(f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

(a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.

(b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.

(c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

CO-115735-NAGSF: NAGSF relocation

Book 2 – Part 4: Statement of Work

1 Introduction

1.1 Purpose

This procurement concerns the provision of NATO Communication and Information Systems (CIS) services for the Alliance Ground Surveillance (AGS) Main Operational Base (MOB) in Sigonella Italy, in support to the relocation from their transitional to permanent installations.

1.2 Background information

The AGS MOB was established in 2014, and its initial CIS capability provided by two successive NATO projects called Advanced Echelon (ADVON) and CIS Transitional Capability (CTC). It still occupies the containers-based temporary facilities that NATO put in place at the time, while the construction of a dedicated permanent installation was being commissioned.

With the completion of this installation, the NATO AGS Force (NAGSF) staff is expected to move as soon as possible to this new infrastructure, which spans over 12 buildings spread across two main zones on the Sigonella Air Force base. One of these buildings is the future command facility and hosts most of the users and all backend assets.

NAGSF operates on 3 networks operating at the NATO S3CRET (NS), NATO R3STRICTED (NR), and NATO Unclassified (NU) security domains, connected to the core NATO backend, with a Peacetime Establishment (PE) of circa 500 users.

The network point of presence and WAN connection to the NATO core backbone will also be relocated under separate contracts, with which effective coordination will be sought.

The current facility hosting the NAGSF staff will continue to operate until other systems not covered by this contract also complete their relocation. The user migration roadmap will be developed with the headquarters as the project reaches its milestones.

Due to a timeline constraint, the Purchaser will install early 2023 a provisional site for around 100 users in the new NAGSF facility to allow some initial staff expansion. The Contractor will be expected to finalize this installation with the equipment purchased through this contract, and the associated documentation and configuration management project artefacts.

1.3 Scope overview

The statement of works caters for the following activities:

- Procurement of selected COTS hardware, software, and ancillaries based on the specifications provided in this statement of work.
- Installation, imaging, and configuration of the contractor-furnished and selected purchaser-furnished end-user devices on the users' desks, and connection to the offices LAN sockets.
- Fiber-optics active distribution LAN design, installation, and configuration of the contractor-furnished and selected purchaser-furnished NS network switches, and connection to the network point of presence, IT backend, and local passive distribution infrastructure.
- Wireless and copper-twisted-pairs active distribution LAN design, installation, and configuration of the contractor-furnished NU wireless access points and network switches, and connection to the network point of presence, IT backend, and local passive distribution infrastructure.
- Design, installation and configuration of a state-of-the-art 50-people conference room with spatial audio and video teleconferencing (VTC).

- Installation, baseline configuration, and virtualization of contractor-furnished backend infrastructure for the NS data-center.
- Installation, and baseline configuration of contractor-furnished backend infrastructure for the cyber security infrastructure.
- Relocation, and connection to the distribution of the existing purchaser-furnished NU backend infrastructure from the transitional to permanent facility.
- System Testing focused on verification of the functional and non-design contained, installation testing and activation testing.

The overall physical scope for the contract is represented in Figure 1.

The installation sites for this project are represented in yellow:

- Ops area: 7 buildings. Includes server rooms and ~80% of the staff.
- Flight line: 5 buildings.

The current NAGSF staff buildings and CIS capability are represented in orange:

- Temporary facility: 2 buildings.
- Building 177: network point of presence and WAN connection.

The notional camp CIS ducting system is represented in red.

- Additional CIS ducts exist within the zones to connect buildings that are not represented here.

The Ops area and flight line are fenced areas with dedicated access control.

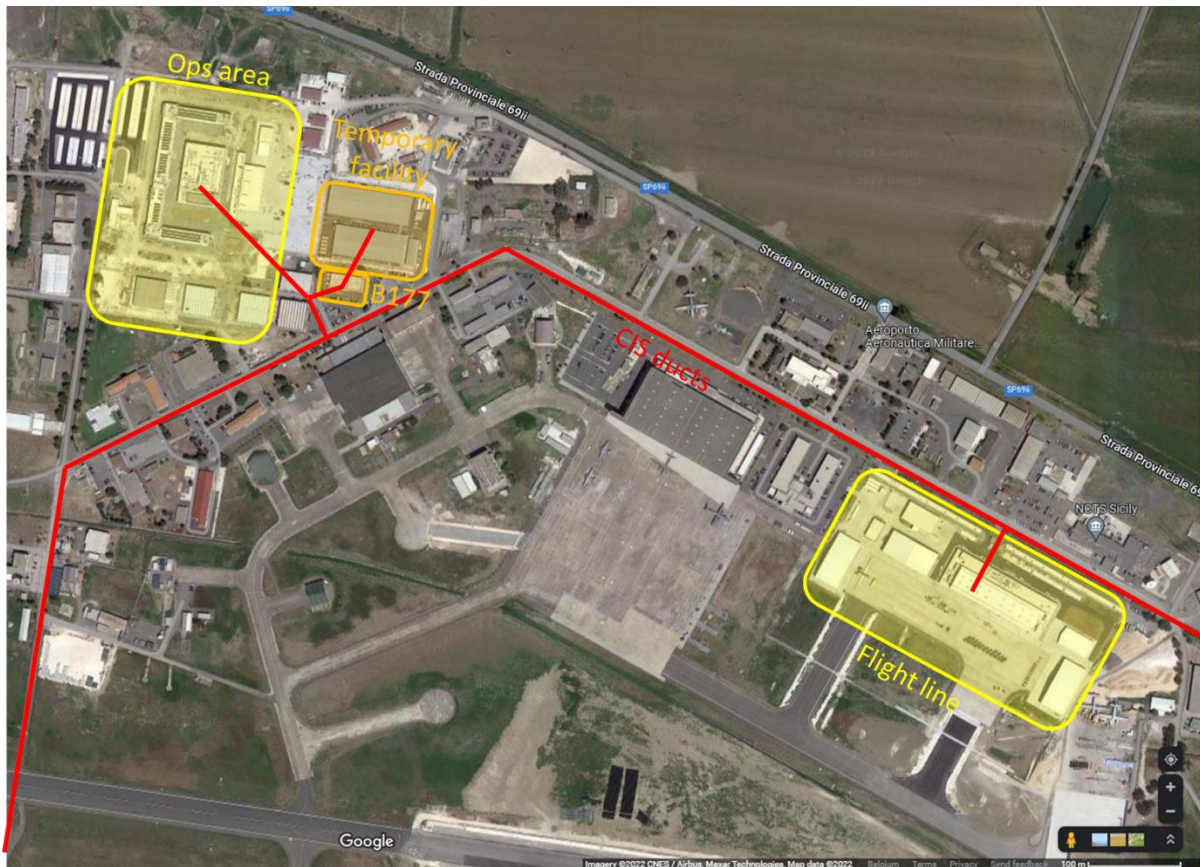


Figure 1: NAGSF relocation site overview

The present contract main deliverables will be:

- Technical scope as described in this statement of work.
- Site survey including report.
- Shipment including customs clearance when applicable.
- As-built drawings, documentation, and configuration management artefacts.
- Meetings, reports, and other management products.
- Testing and acceptance plan, execution, and reports.

1.4 Main milestones

The main milestones for this contract will be:

1. Kick-off meeting.
2. Project implementation plan.
3. Site survey.
4. Configuration guidance meeting.
5. System installation and configuration.
6. Test documentation.
7. Configuration management and documentation delivery.
8. Testing.

9. Acceptance.
10. Warranty completion.

1.5 Interactions with other contracts

During the execution of this contract, the Contractor will interact with other teams providing complementary capabilities for NAGSF.

In the cases there is a technical dependency between these contracts, the contractor will be responsible to coordinate the execution.

The NAGSF relocation project will include the following contracts:

- The relocation of the existing Wide Area Network (WAN) point of presence from the transitional to the permanent facility.
- The relocation of the network point of presence from the transitional to the permanent facility to which the NAGSF CIS will be connected.
- The configuration of the Cyber capability delivered through this contract (§5.6) that will occur after partial or full handover of the NAGSF CIS capability.

1.6 Standards for interpretation of this document

Requirements are formulated using the term “shall”. Context information supporting the requirements definition is provided using the term “will”. “Shall” statements are contractually binding, “Will” statements are non-mandatory, or they imply intent on the part of the Purchaser.

As a convenience for contractual coverage traceability, testing and communication between Contractor and Purchaser, these “shall” statements have been numbered with the [RQ] prefix.

Whenever requirements are stated herein to “include” a group of items, parameters, or other considerations, “include” means “include but not limited to”.

Whenever reference is made to a section, tasks, or paragraph, the reference includes all subordinate and referenced paragraphs.

The order of the SoW requirements is not intended to specify the order in which they must be carried out unless explicitly stated. The SoW defines the activities the Contractor’s process shall cover, *i.e.* the Contractor’s implementation plans determine the timing of Contractor detailed activities.

For purposes of the SoW:

- The term “the Purchaser” means the NATO Communications and Information Agency (NCI Agency) or its authorized representatives.
- The term “the User” means the NATO AGS Force (NAGSF) or its authorized representatives.
- The term “the Host Nation (HN)” means the Ministry of National Defense of Italy or its authorized representatives.

1.7 Applicable documents, standards and definitions

This SoW refers to well-known technical standards and protocols. The applicable standard document references for these technical standards and protocols are used in the following two formats:

- Abbreviations of well-known protocols: such an abbreviation is referred to as a “Short Name”. An example of a short name is [RJ45], which refers to IEC60603-7-1, “Connectors for electronic equipment”. One Short Name may refer to multiple standards, in which case all referred standards apply when referring to such a Short Name.

- Formal References: Formal references are identified as [Reference]. An example of a formal reference is [IEEE 802.1Q:2011], which refers to IEEE 802.1Q “Multiple Spanning Trees” published in 2011.

The latest version for these standards is always the one applicable unless specifically stated otherwise in this statement of work.

2 Project management

2.1 Project management approach

[RQ1] The Project shall be managed by the Contractor and be subject to review by the Purchaser.

The Purchaser’s Project Manager (NCIA PM) will act as the Purchaser’s representative and will be the primary interface between the Contractor and Purchaser beginning from the Effective Date of Contract (EDC) through the end of the contract.

The Purchaser’s Project Manager can be supported by specialists in certain areas who may, from time to time, be delegated to act on the Project Manager’s behalf in their area of expertise.

[RQ2] The Contractor shall designate a Project Manager (PM), who shall direct and coordinate the activities of the Contractor’s project team.

[RQ3] The Project Manager shall be the Contractor’s primary contact for the Purchaser’s Project Manager and shall conduct all major project design, test, and status reviews.

[RQ4] The Contractor’s Project Manager shall be prepared at all times to present and discuss the status of Contract activities with the Purchaser’s Project Manager, Contracting Officer, or Technical Lead.

[RQ5] The Contractor’s Project Manager shall be responsible for:

- Setting up and coordinating a kick-off meeting.
- Project management, performance and completion of tasks and delivery orders.
- Establishing and monitoring the project plan and schedule.
- Allocating resources to ensure that the established and agreed upon plans and schedules are met.
- Managing costs, technical work, project risks, quality, and corporate performance.
- Establishing and maintaining contact with the Purchaser, Subcontractors, and project team members.
- Ensuring the system configuration and testing efforts are completed.
- Ensuring that all activities conform to the terms and conditions of the Contract procedures.

2.2 Kick-off meeting

[RQ6] The Contractor shall propose dates for a contract kick-off meeting with at the Purchaser’s facilities in The Hague (The Netherlands) within 2 weeks of contract signature.

[RQ7] The Contractor shall inform the Purchaser at least one week in advance to allow for the access control and room booking procedures.

The Contractor will attend in person the kick-off meeting with its key personnel:

- Project manager.
- Commercial manager.
- Technical lead.

The Contractor may also have some other members of its team attend the kick-off meeting online.

The overall agenda for the kick-off meeting will be:

- Introductions to the Contractor and Purchaser teams.
- Preliminary technical discussion to enable the site survey.

2.3 Project implementation plan

The PIP serves as project implementation documentation, including all technical aspects, and as final record of the installed NAGSF design, installation and configuration. The PIP evolves over time starting as a plan to the definitive as-is documentation.

- [RQ8] The Contractor shall submit a Project Implementation Plan (PIP) before the start of the installation activities.
- [RQ9] The PIP shall describe how the Contractor shall implement project/contract administration.
- [RQ10] The PIP shall consider all project implementation aspects, which include management provisions, facilities, schedules, personnel assignments, external relationships and project control.
- [RQ11] The PIP shall be concise and yet provide sufficient detail, where needed, to allow the Purchaser to assess the Contractor's plans and capabilities in implementing the entire project in conformance with the requirements specified.
- [RQ12] The PIP shall cover the following and provide the major plans required under this Contract:
- Project Overview, which shall provide an executive summary of the offered equipment and services.
 - A Project Management Plan (PMP) defining in detail how the Contractor intends to manage this project from Effective Date of Contract (EDC) until the end of the O&M period including the management of the Warranty period and Contractor Logistical Support (CLS) delivery
 - A Project Master Schedule, provided as a Gantt chart with supporting text.
 - A list of project key personnel with curriculum vitae.
 - The Project Master Test Plan (PMTP) as described in Section 8.4.
 - Integrated Product Support in accordance with section 10.
 - Configuration Management in accordance with section 11.
 - System Engineering and Design.
 - Quality Assurance in accordance with section 14.
 - Security organization and clearances in accordance with section 15.
 - Documentation.
 - Training.
 - Warranty Support.
 - Site Installations and Civil Works.
 - A Site Installation Plan (SIP), containing the dates and milestones for the installation of the equipment.
- [RQ13] After approval by the Purchaser, any new version of the PIP shall constitute the unique Contractor's reference for the project implementation. The Purchaser can approve the PIP as a whole or in parts.

2.4 Project review meetings

[RQ14] Until FSA has been achieved, the Purchaser shall hold regular Project Review Meetings (PRM) at a location suitable to that particular stage of the project, at a monthly interval.

The location of the meetings will ordinarily be at NCI Agency, The Hague, Netherlands. Other NATO locations, or at the Contractor's premises may be used if Purchaser and Contractor both consent.

Video-Teleconference (VTC) may be used for PRM in circumstances where it may be difficult to otherwise ensure attendance by the required personnel.

- Such VTC shall then be organized by the Contractor over Microsoft Teams or Cisco Webex, at the NU level.
- In the case the Contractor already has access to the NR Reach network, VTC can be organized over NR Reach Skype for Business, at the NR level.
- In either case the Contractor will ensure that all online attendants are clearly identified and ensure operational security during the meeting.

[RQ15] The Contractor shall submit an agenda not later than 10 working days before each PRM.

[RQ16] The Contractor shall submit the Minutes of Meeting (MoM) not later than 10 working days after each meeting, accompanied by all presentation material (slides, spreadsheets, charts...) and the updated Risks, Actions, Issues, Decisions (RAID) Items List used during the PRM.

2.5 Project highlight reports

[RQ17] The Contractor shall prepare and submit a Project Highlight Report (PHR) to the Purchaser within the first week of every month.

[RQ18] This PHR shall summarize the progress since the previous PRM or since the last PHR, any accomplishments, schedule of deliveries against progress, difficulties encountered and resolution of any issues raised in previous PHRs.

The Highlight Reports shall include:

- Overall project progress: the activities performed and works completed during the preceding period including major milestones achieved as applicable.
- Description of issues/problems/risks that have occurred in the preceding period and the identified/proposed solution.
- A list of Change Proposals with the current status.
- The progress of work related to the schedule in the current Project Implementation Plan.
- Status of the equipment (equipment order, in Contractor's office, packing, transfer to site, deploy and test).
- Any foreseen or possible changes to project performance or schedule. In case of changes, the Contractor shall give the updated performance or schedule.
- Description of any identified problems and high risk areas and the proposed solutions and corrective actions.
- Activities planned for the next period.
- Supplies to be delivered by the Contractor and those to be provided by the Purchaser.
- Update on the status of Action Items List (AIL).

3 System implementation

3.1 Site survey

- [RQ19] The Contractor shall conduct a Site Survey to capture:
- All the information relevant to the physical installation of the new equipment at the site.
 - All the information relevant to the connectivity between the equipment provided and the PFE.
 - A complete WiFi coverage analysis to confirm the Purchaser assumptions on the number and distribution of WAPs.
 - A validation of the VTC room design, to ensure adequate audio and video coverage of the room.
 - Any CIS security implications of the AGS CIS.
 - Omissions in the PFE Cabling plant and the requirements for amendment or augmentation of that plant.
 - Key installation-related areas such as electrical installation, cabling, environmental aspects, including air conditioning and EMI/EMC, information security zoning.
 - Civil works requirements, if and where applicable.
- [RQ20] The Contractor shall validate during the Site Survey the assumptions presented by the Purchaser in the statement of work, in the areas of:
- Horizontal cabling density from the patch panels to the offices.
 - Wireless access points density in all buildings.
- [RQ21] The Contractor shall produce a Site Survey Report (SSR), which shall be subject to review by the Purchaser.
- [RQ22] The SSR shall contain at least the following information:
- Floor plan layouts of installation spaces (equipment rooms, corridors, offices).
 - Temporary equipment storage spaces.
 - Cabling (switching, WiFi, configuration and wiring assignment).
 - Wireless heatmap for all buildings.
 - Availability of electrical power and electrical power conditioning.
 - Existing environmental conditioning.
 - Host nation applicable standards.
 - Points of contact at the site.
 - Scope of the required civil works, if any.
 - Description of any existing arrangements between the Host nation and any local commercial partners for any of the areas above, where applicable.
- [RQ23] The Contractor shall provide recommendations in the SSR in the case the Purchaser assumptions for horizontal cabling and wireless are observed to have deficiencies.
- In particular, should the wireless heatmap show bad coverage for certain building areas, the Purchaser will decide with the Contractor's advice how to resolve the issue and what additional equipment is required to do so.
- [RQ24] The SSR shall itemize all the information required to feed the Site Installation Data Package (SIDP). Therefore, the contractor shall plan the site survey dates to ensure the timely delivery of SIDP.

- [RQ25] The SSR shall describe the foreseen impact of not obtaining the information above, or the information not having the required quality or accuracy.
- [RQ26] The SSR shall be delivered for Purchaser's review not later than 2 weeks after the Site Survey.
Where readily available to the Purchaser, the Purchaser will provide the Contractor with existing site information, drawings, wiring assignments and referenced documents.
- [RQ27] During the Site Survey the Contractor shall verify the accuracy of any site information, drawings, wiring assignments and referenced documents provided by the Purchaser, and make any updates, as necessary.
- [RQ28] The Contractor shall update, change, or produce new site information, drawings, wiring assignments and referenced documents to reflect any changes that occur as a result of this contract.
- [RQ29] In support of the site survey activities, the Contractor shall be responsible to request access to the site with enough time to follow the site access procedure and meet the agreed planned date for the visit.

3.2 Configuration guidance

Through the Configuration Guidance Stage the Purchaser will provide the Contractor with the detailed configuration details, which are necessary for the Contractor to complete the installation and activation of the system to a point where the Purchaser can take over the control and remote (re-) configuration of the CIS elements.

The Configuration Guidance Stage will consist of two sessions:

- An introductory session, during the kick-off meeting.
- A more in depth session, including handover of configuration templates for switches, wireless access points, servers and cyber equipment, to be provided following approval of the Site Survey report.

- [RQ30] The Contractor shall install the delivered AGS CIS components, integrate all the associated cabling, and load the baseline configuration derived from the Configuration Guidance stage.
- [RQ31] The technical requirements presented by the Purchaser during the configuration guidance shall be incorporated as requirements for this contract by the Contractor, in its SIDP and test plan coverage.

3.3 Site installation data package

- [RQ32] Following completion the Configuration Guidance and Site Survey activities, the Contractor shall factor all the collected information into installation specifications in a SIDP. The SIDP shall provide:
- Full as-to-be-built details of how all of the major assemblies of the equipment are to be physically installed.
 - How assemblies are mechanically, electrically and logically integrated with the existing facilities, systems and services and how the systems installed on the site are configured.
 - How the different components are configured.
- [RQ33] In terms of infrastructure description, the SIDP shall cover:
- The description of the hardware to be installed.
 - The list of the PFE applicable to the site.
 - The internal and the external interfaces.
 - Interface, cabling and patching list documenting connected elements, external systems including connected element/system locations, identification of cable and interface labelling.
 - The internal and external connectivity network diagrams.

[RQ34] In terms of installation planning, the SIDP shall cover:

- The site installation calendar, with the intended installation, activation, testing and acceptance dates.
- List of civil works.
- List of Contractors identified for implementing the works.
- Transitional/Cutover facilities, if required.
- Implementation calendar.
- The list of PoCs, both on the Purchaser side, Contractors (including Subcontractors).
- Manpower/resource requirements.
- Power provisioning requirements.
- All applicable floor and wall plans including:
 - Cable penetrations, cable routing, rack positions, rack layout.
 - Details regarding the positions and distances from adjacent equipment, cabling and other metallic objects.
 - Placements and sizes of access and if applicable safety doors, ceiling heights and clearance distances needed to ensure continued access and safety.
- Physical details of all equipment, apparatus and devices.
- Locations diagram with complete details of all cross-connection frames and patch panels.
- Location diagram of all ancillary equipment, terminations and/or connections.
- A diagram showing the descriptions of all grounding conductors, electrodes and joints and where they are connected to the existing grounding system.
- Physical details of all cable racking and cable runs with cable numbers and cable functions to include as appropriate all connections, connectors and sockets.
- Details covering all wiring termination points including wire numbers and color coding.
- The functions of all inter-connecting cables with their codes, color code and the function of each separate conductor.
- The physical details covering all the cable runs between communication equipment/appliances being part of this contract.
- Naming convention and IP Addressing scheme.

Following the Purchaser's review of the SIDP package, the Purchaser will approve or submit requests for changes to the SIDP during a PRM, Ad-hoc meeting, or a formal written communication to the Contractor.

[RQ35] Following formal communication and receipt of the request for changes to the draft SIDP, the Contractor shall implement the requested corrections and shall seek the Purchaser's approval of the updated SIDP within two (2) weeks.

[RQ36] Approval of the SIDP by the Purchaser shall in no way relieve the Contractor of its responsibilities to achieve the contractual requirements of this Contract.

[RQ37] The schedule for submission of proposed and approved SIDP, including the time for the Contractor to implement potential corrections requested by the Purchaser, shall be incorporated in the Project Implementation Plan.

The system delivery phase will start after the approval of the SIDP.

3.4 System delivery

[RQ38] Following the Purchaser acceptance of the SIDP, the Contractor shall proceed with the delivery of the AGS CIS system as per the requirements stated in this Statement of Work.

[RQ39] The Contractor shall deliver the AGS CIS as a turn-key solution with the Contractor being responsible for the installation.

Whenever some of the Contractor's activities have to be executed in synchronization with other parties, the Purchaser will have the responsibility to coordinate these.

[RQ40] These synchronized activities shall be clearly presented in the Project Implementation Plan.

4 System acceptance

4.1 General

[RQ41] The Contractor shall present the progress of the project delivery in its Project Highlight Reports until the Purchaser decides that the system is ready for acceptance.

[RQ42] System Acceptance shall involve two milestones:

- Following the installation and the Provisional System Test (PST) of the AGS CIS, referred to as Provisional System Acceptance (PSA).
- The Final System Acceptance, or FSA.

System Acceptance is a process through which discrepancies resulting from the evaluation of the PST results are assessed and categorized by the Purchaser, as follows:

- Class 1 discrepancies: the Purchaser will assign this category to those discrepancies or deviations that need to be cleared before PSA can be declared.
- Class 2 discrepancies: the Purchaser will assign this category to those discrepancies or deviations that are not critical enough to hold PSA, but need to be cleared before declaring FSA.

4.2 Provisional System Acceptance (PSA)

PSA will be declared by the contractor (for the Purchaser's approval) following:

- The successful completion of Provisional System Test (PST).
- The successful review and approval of the PST report.
- When the PSA Conditions listed below have been met.

[RQ43] To achieve PSA the Contractor shall demonstrate:

- The delivery and the installation of equipment as specified in this SoW have been successfully executed and verified through PST.
- All software licenses relevant for the CIS installation have been delivered.
- All training specified in this SOW has been completed for this site.
- The as-built documentation and configuration management artefacts pertaining to the site have been delivered to the Purchaser.
- The list of discrepancies/defects, their classification, resolution and status have been delivered and accepted.

PSA will be declared at a meeting convened between the Contractor and the Purchaser for that purpose.

- [RQ44] The Contractor shall call and participate in the PSA Meeting with the Purchaser.
- [RQ45] At the PSA meeting, the Contractor shall present to the Purchaser evidence that all conditions listed in for PSA have been met. For that purpose the Contractor shall provide a PSA declaration form, listing the conditions above and containing the PSA Observations Sheet (see below).
- [RQ46] The PSA Discrepancies Sheet shall be the log of all discrepancies raised during the PSA meeting, classified in the two categories above, with a statement on their required resolution and resolution timeline.

After successful resolution of any Class 1 discrepancies the Purchaser, together with the Contractor, will sign the PSA declaration form.

PSA may be withheld upon any of the following conditions:

- Failing to meet one or more of the conditions above.
- Unresolved Class 1 discrepancies.
- High number of Class 2 discrepancies, leading to a severity condition equivalent to one or more unresolved Class 1 discrepancies.

PSA will mark the end of the investment phase and the start of the operations and maintenance phase for the site concerned.

PSA is the milestone at which the following events take place:

- The Purchaser takes ownership of the equipment.
- The users start operating the equipment.
- The warranty for the equipment starts.
- The software licenses and OEM support are activated.

For equipment that cannot be operated at PSA, for which deficiencies has been recorded with a resolution deferred to FSA, the events above will take place at FSA.

4.3 Final System Acceptance (FSA)

The Purchaser will declare Final System Acceptance (FSA) in the FSA Meeting, after the CIS installations at AGS MOB have been completed with a PSA declared and when the FSA conditions below have been met.

- [RQ47] To achieve FSA the Contractor shall demonstrate:
- That the AGS CIS has passed PSA.
 - That the Purchaser has received and accepted all Contractual deliverables.
 - A deliverables inventory has been provided and verified by the Purchaser, which details all the deliverables to be supplied under the terms of the Contract.
 - That the AGS MOB Node operates at the levels of performance and availability specified in this SOW.
 - That the Contractor has provided a Certificate of Conformity (CoC) that the equipment and system conform to the contractual standards.

FSA will be established at a meeting convened between the Contractor and the Purchaser for that purpose.

- [RQ48] The Contractor shall participate in the FSA Meeting, which shall be held at the Purchaser's Premises in either The Hague or Sigonella at the Purchaser's discretion.

[RQ49] The Contractor shall demonstrate at the FSA Meeting to the Purchaser that:

- All the conditions for FSA have been met.
- The Purchaser has received and verified the accuracy of the deliveries inventory, which details all the deliverables to be supplied under the terms of the Contract.
- The Purchaser has received and verified the accuracy of the As-Built Documentation.
- The Contractor has provided a Certificate of Conformity (CoC) that the equipment conforms to the contractual standards.
- The Purchaser has received all Contract deliverables.

5 System requirements

Equipment specifications for the equipment purchased through this contract are included in the Appendix A: equipment specifications of this statement of work.

Equipment specifications for the purchaser furnished equipment that will have to be integrated by the Contractor are included in the Appendix B: purchaser furnished equipment specifications of this statement of work.

The equipment specification table is structured as follows:

- The first column is a category (EUD, CYB, NS, NU, DC...), to which references are made in this statement of work.
- The second column is a prescriptive description allowing the Contractor to search for the exact product.
- The second column is an OEM part number or OEM configuration code, when known to the Purchaser.
- The third column is the quantity of items. When empty, it does not represent a header column or configuration description rather than a part.
- The fourth column is the quantity of spares.

[RQ50] The Contractor shall purchase the total of items including spares (column 4 + column 5), but integration activities shall only cover the amount of equipment in column Quantity (column 4).

[RQ51] Should the equipment not be available for the Contractor to purchase, the Contractor shall offer a replacement model of the same manufacturer and offering at least the same performance and functionalities, licenses, and same levels of support for the same duration.

5.1 End-user devices installation and configuration

5.1.1 Equipment

[RQ52] The Contractor shall purchase the equipment in the specifications and quantities presented in Appendix A, Category EUD.

[RQ53] The Purchaser will provide some PFE workstations in complement of the contract furnished workstations, in the specifications and quantities presented in Appendix B, Category EUD.

5.1.2 Installation workstations

The Purchaser will have installed an initial 100 workstations as part of the advanced capability described in §7.3.

No retrofit is expected on these PFE workstations.

- [RQ54] The activities described below shall apply to all contract-furnished workstations and 62 PFE workstations.
- [RQ55] The Contractor shall assemble the workstations and their ancillaries, and position them on the designated user's desks, as communicated by the Purchaser.
- [RQ56] The Contractor shall connect the workstations to the building power outlets in the end-user rooms with a power cord meeting the electrical outlets standards in Italy, without any electrical transformer.
- [RQ57] The Contractor shall provide and install flexible drop cables to interconnect the Contractor provided NS workstations to the PFE Telecom Outlets within the end-user rooms.
- [RQ58] Drop cables shall be provided in standard lengths and provided with a slack of 1m to 1.5m (with the cable adequately following the walls and ducts in desks, not crossing walking paths).
- [RQ59] The required cable lengths shall be identified during the Contractor's Site Survey.
- The Purchaser will provide the ISO image of the "NATO Desktop" that is the base image for the user workstations, including the operating system and baseline software.
- [RQ60] The Contractor shall verify that the image is installable and functional on the contract-delivered workstations, and augment it with the right drivers if necessary.
- [RQ61] The Contractor shall image each of the contract-delivered workstations with this image, and perform all pre-configuration steps until it is ready to join a Microsoft Active Directory enterprise domain.
- [RQ62] The Contractor shall handover each workstation to the Purchaser's technical representative on site, who will join it to the AD domain and start propagating GPO and other enterprise configurations.
- The Purchaser's technical representative will manage user accounts after PST.

5.1.3 Installation desktop VTC

- [RQ63] The Contractor shall assemble the desktop VTC and their ancillaries, and position them on the designated user's desks, as communicated by the Purchaser.
- [RQ64] The Contractor shall connect the desktop VTC to the building power outlets in the end-user rooms with a power cord meeting the electrical outlets standards in Italy, without any electrical transformer.
- [RQ65] The Contractor shall provide and install flexible drop cables to interconnect the Contractor provided desktop VTC to the PFE Telecom Outlets within the end-user rooms.
- [RQ66] Drop cables shall be provided in standard lengths and provided with a slack of 1m to 1.5m (with the cable adequately following the walls and ducts in desks, not crossing walking paths).
- [RQ67] The required cable lengths shall be identified during the Contractor's Site Survey.

5.2 NATO S3CRET active distribution design, installation and configuration

5.2.1 Equipment

- [RQ68] The Contractor shall purchase the equipment in the specifications and quantities presented in Appendix A, Category NS.

The Purchaser will provide some PFE fiber switches in complement of the contract furnished workstations, in the specifications and quantities presented in Appendix B, Category NS.

5.2.2 Installation

The NS LAN design is based on fiber optics cabling and switches.

A LAN core is established by the Core switches. These interconnect all other switches within one security domain with 10Gbit/s Ethernet and 1Gbit/s Ethernet trunks.

The Management (MGNT) switches will connect management systems to be installed by the Purchaser at a later stage.

The LAN is segregated in Virtual Local Area Networks (VLAN), which are interconnected by the firewall in the NS domain. Further details will be provided to the Contractor during the Configuration Guidance stage, after contract signature.

[RQ69] The Contractor shall replace the advanced capability switches described in §7.3 in the NS LAN with the contract-provided and purchaser-provided switches.

[RQ70] The Contractor shall plan for a transition that limits the downtime to users.

[RQ71] The contractor shall install the Ethernet switches in the purchaser Furnished racks in the buildings communications rooms, already hosting the building passive distribution patch panels.

[RQ72] The Contractor shall use the existing fiber passive distribution and patch panels to extend the LAN to all denominated user offices.

[RQ73] The Contractor shall configure VLAN trunks between the LAN switches and establish VLANs across the LAN switches as per the configuration guidance, segregating the LAN in:

- User NS workstations.
- Phones and VTC.
- Servers.
- Management.

[RQ74] The Contractor shall install the transceivers and configure the switches to enable the connectivity.

[RQ75] The Contractor shall provide and install flexible drop cables to interconnect the devices within each rack, and the racks within each room.

[RQ76] Drop cables shall be provided in standard lengths and provided with a slack of 1m to 1.5m (with the cable adequately following the walls and ducts in desks, not crossing walking paths).

[RQ77] The required cable lengths shall be identified during the Contractor's Site Survey.

The PFE switches presented in Appendix B require MPO connector type fiber cables to be used between the TOR switches and spine switches.

As indicated in §7.3, the Purchaser will have installed and configured an initial NS LAN at the time of delivery of this contract.

[RQ78] The Contractor shall reconnect the PFE equipment to the LAN.

[RQ79] The Contractor shall document the cabling for the PFE equipment in accordance with §11.4.

5.2.3 Inter-zones extension

The Ops area and Flight line are part of a single logical LAN extended through the existing camp distribution, based on single-mode fiber optics.

The camp distribution is not suitable for clear NS traffic, thus requires the use of Purchaser-furnished type 3 IP cryptos between the two areas. These cryptos are Thales TCE 621C, and will be provided, configured and keyed by the Purchaser.

[RQ80] The contractor shall install the routers in the purchaser furnished racks in the buildings communications rooms, already hosting the building passive distribution patch panels.

[RQ81] The Contractor shall configure the routers to allow a single logical LAN to be managed centrally across the two zones, based on the specifications provided during the configuration guidance.

[RQ82] The Contractor shall use the existing camp fiber passive distribution and patch panels to extend the LAN between the 2 zones.

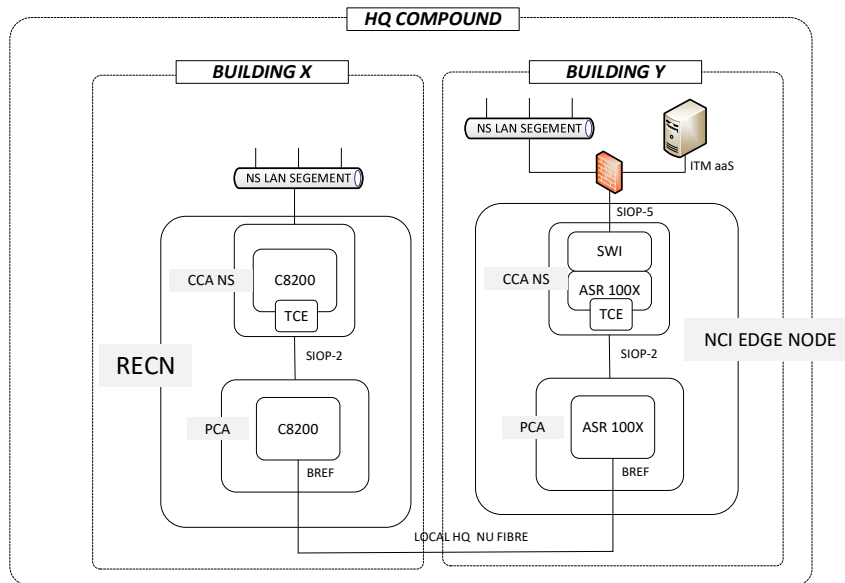


Figure 2: NS inter-zones extension

5.3 NATO UNCLASSIFIED active distribution design, installation and configuration

5.3.1 Equipment

[RQ83] The Contractor shall purchase the equipment in the specifications and quantities presented in Appendix A, Category NU.

[RQ84] The Purchaser will provide some PFE fiber switches in complement of the contract furnished workstations, in the specifications and quantities presented in Appendix B, Category NU.

5.3.2 Installation

The NU LAN design is based on:

- Copper twisted pair cabling horizontal cabling inside buildings.
- Fiber optics cabling between buildings and zones.
- Wireless LAN for most end-users devices.
- Cable LAN for selected appliances (e.g. printers, VTC).
- POE distribution switches.
- POE Wireless Access Points.
- Wireless Controllers.

A LAN core is established by the Core switches. These interconnect all other switches within one security domain with 10Gbit/s Ethernet and 1Gbit/s Ethernet trunks.

The Management (MGNT) switches will connect management systems to be installed by the Purchaser at a later stage.

The LAN is segregated in Virtual Local Area Networks (VLAN), which are interconnected by the firewall in the NU domain. Further details will be provided to the Contractor during the Configuration Guidance stage, after contract signature.

- [RQ85] The Contractor shall replace the advanced capability switches described in §7.3 in the NU LAN with the contract-provided and purchaser-provided switches.
- [RQ86] The Contractor shall plan for a transition that limits the downtime to users.
- [RQ87] The contractor shall install the Ethernet switches in the purchaser Furnished racks in the buildings communications rooms, already hosting the building passive distribution patch panels.
- [RQ88] The Contractor shall configure VLAN trunks between the LAN switches and establish VLANs across the LAN switches as per the configuration guidance, segregating the LAN in:
- User NU workstations.
 - Servers.
 - Management.
- [RQ89] The Contractor shall install the transceivers and configure the switches to enable the connectivity.
- [RQ90] The Contractor shall provide and install flexible drop cables to interconnect the devices within each rack, and the racks within each room.
- [RQ91] Drop cables shall be provided in standard lengths and provided with a slack of 1m to 1.5m (with the cable adequately following the walls and ducts in desks, not crossing walking paths).
- [RQ92] The required cable lengths shall be identified during the Contractor's Site Survey.
- NU Voice and VTC (V2) is not in scope for this contract. However, the NU voice and VTC will be connected to the NU LAN data switches.
- [RQ93] The Contractor shall reconnect the PFE equipment to the LAN.
- [RQ94] The Contractor shall document the cabling for the PFE equipment in accordance with §11.4.

5.3.3 Inter-zones extension

The Ops area and Flight line are part of a single logical LAN extended through the existing camp distribution, based on single-mode fiber optics.

There is no requirement for traffic encryption for NU, and the extension will therefore be managed with core switches only as part of the NU LAN installation.

- [RQ95] The Contractor shall configure the switches to allow a single logical LAN to be managed centrally across the two zones, based on the specifications provided during the configuration guidance.
- [RQ96] The Contractor shall use the existing camp fiber passive distribution and patch panels to extend the LAN between the 2 zones.

5.3.4 Wireless LAN

A wireless access LAN will be established in all office areas of the NAGSF MOB using the core switches configured for the NU LAN, wireless controllers in the main communications room, and wireless access points in the technical ceilings of the NAGSF facilities.

The wireless LAN is segregated in wireless Virtual Local Area Networks (WVLAN), which are interconnected by the firewall in the NU domain. Further details will be provided to the Contractor during the Configuration Guidance stage, after contract signature.

The Purchaser will have installed existing WAP to support the advanced capability. These WAP however are installed directly in the offices using the existing building passive distribution and will be entirely replaced by the Contractor WLAN.

- [RQ97] The Contractor shall install the wireless controllers in the purchaser Furnished racks in the buildings network rooms.
- [RQ98] The Contractor shall configure the wireless controllers to create together a redundant, resilient and load-balancing cluster as per the instructions of the configuration guidance.
- [RQ99] The Contractor shall ensure that the WAP-s establish a CAPWAP tunnel to the Wireless LAN Controller.
- [RQ100] The WAPs shall establish a CAPWAP tunnel to the Wireless LAN controller.
- [RQ101] The Contractor shall configure WVLAN between the LAN switches and WAP and establish WVLANs across the LAN switches as per the configuration guidance, segregating the VLAN in:
- User NU laptops.
 - User NR laptops.
 - Guest NU laptops.

The VLAN overall remains NU as he NR WVLAN is encrypted at the end-user device interface.

- [RQ102] The Contractor shall securely install the Power-over-Internet (PoE) wireless access points in the building technical ceilings, using fixed points as described in Figure 3.

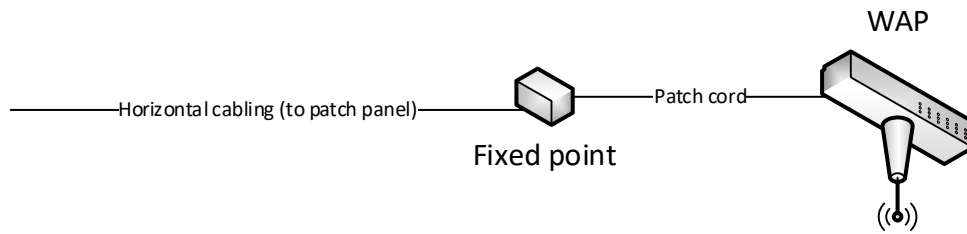


Figure 3: WAP installation

- [RQ103] The Contractor shall procure and install twisted pair CAT6 horizontal cabling between the communications cabinets and the wireless access points, through the existing technical trays in place in the facility.
- [RQ104] The Contractor shall use fully shielded or insulated (STP or SFTP) metallic wire circuits (minimum CAT 6 and with a gauge of conductor is at least 24 AWG) with Low Smoke Zero Halogen (LSZH) or equivalent jacketing (subject to Purchased approval).
- [RQ105] The shield(s) shall provide a minimum of 85% coverage.
- [RQ106] Termination of the cable shield at the cable connector shell shall be made in a manner covering the full 360 degrees where possible.

5.3.4.1 WAP Installation

- [RQ107] The Contractor shall install, test and verify all installation works, all wireless access points at site locations as indicated.
- [RQ108] The Contractor shall install equipment using site approved anchoring systems, and restore any damage to any other existing infrastructure elements.
- [RQ109] On completion of each installation activity, the Contractor shall label, or verify, all wireless access points for site unique identification purposes.

NCIA will provide the templates to be used for labels with this unique ID.

[RQ110] On completion of each installation activity, the Contractor shall verify, or label, all wireless access point with NCIA Asset Tags.

NCIA will provide Asset Tags labels in case of not existing on or not correct.

[RQ111] On completion of each installation, the Contractor shall document WAPs using electronic copies of NCIA provided templates; and provide to NCIA a precise update of any changes of location through the provision of an electronic copy of site heat map(s). Other information must be updated, as indicated, on NCIA's provided templates.

[RQ112] The Contractor shall perform a software update on wireless access point if indicated by NCIA. NCIA will inform which software package to be used.

5.3.4.2 WAP to Technical Room Cabling Installation

[RQ113] The Contractor shall install, test and verify, or test and verify, structured cabling from the wireless access point to the designated technical room, and terminated into a patch panel which must be installed on designated racks, unless patch panel is already available from previous ITM installation.

[RQ114] The Contractor shall perform testing of the installed structured cabling, assuring that cabling meet TIA/ISO requirements, and provide evidence of successful end to end connectivity and digital transmission from WAP to PoE switch. Cabling test results and connectivity reports must be provided to NCIA as proof of installation and test, prior to site acceptance being approved by the Purchaser.

[RQ115] The Contractor shall document all wireless infrastructure cabling, design, including all cables, conducts, patch panels, racks, which capture the final wireless design and installation information and shall provide the NCIA with editable electronic copies of the documentation (*i.e.* Excel, Visio, Word, AutoCad) at least one week before the acceptance for each site.

[RQ116] This documentation shall include, as a minimum, the cable routing, cable types/quantities, cable labelling.

[RQ117] The Contractor shall provide identifiers (*i.e.* labelling, or marking) on all the cables, ducts, and exit/entry points to enable the easy identification between the installation and design documentation and the actual physical equipment installation.

[RQ118] The Contractor shall label all cabling infrastructure using labelling standard provided by NCIA on each site and applicable to patch panels, patch panel ports, patch cords, WAP cabling (patch panel to WAP).

5.3.4.3 Technical Room Installation

[RQ119] At designated technical rooms, the Contractor shall install switches and wireless controllers, wire them to power feeds (rack PDU), and wire cable ports to patch panels connecting WAPs and to identified uplinks (to other path panel or core switch).

[RQ120] The Contractor shall label and mark all patch panel, Power over Ethernet (PoE) access switches and patch cords.

[RQ121] The Contractor shall perform all actions required to address adjustments to equipment into racks and for all cabling installed, to provide a neat and professional installation.

[RQ122] The Contractor shall document technical room wireless infrastructure implementation; including racks elevations with patch panels, PoE switches and core switches; cabling path from WAP, to path panel, to patch cord, to PoE switch, to uplink cord, to patch panel/core, to core switch.

5.3.4.4 Lights-ON Testing.

[RQ123] The Contractor shall perform lights-on testing, powering on all WAPs and PoE switches and provide a report of faulty elements.

The objective of this report is to provide a verification of hardware failures, deficient patch cords and connectivity from WAPs to PoE switches.

5.3.4.5 RF Plan

The APs and relevant cabling placement were subjected to an RF predictive placement.

Receive Signal Strength Indicator (RSSI) minimum value is -65 dBm.

Secondary coverage (RSSI) minimum value is -67 dbm.

Signal to Noise Ratio (SNR) has to be above 25dB.

5.4 Video teleconferencing room design, installation and configuration

5.4.1 Overview

- [RQ124] The contractor shall provide, install and configure a fully integrated conference room with local presentation, audioconference and videoconference (single domain NATO S3CRET) and “bring-your-own-meeting” functions for twenty-four 24 active users.
- [RQ125] The Contractor shall provide a detailed design for the VTC room in its System Engineering and Design, both in the preliminary and final versions of the PIP, with clear diagrams.
- [RQ126] The conference solution shall be controllable from a 12” touch panel.
- [RQ127] The solution shall feature 5 ceiling-mounted PTZ cameras, 16 displays and 2 laptop connection points.
- [RQ128] The contractor shall provide and install a ceiling array microphone and ceiling loudspeakers.
- [RQ129] The contractor shall deliver no less than a fully working solution that is adequately dimensioned to the foreseen space and with enough room for comfortable seating.
- [RQ130] The contractor shall ensure that the entire installation meets all security requirements such as TEMPEST and network isolation.

A room layout for the NAGSF VTC is provided in Appendix C.

5.4.2 Specifications

5.4.2.1 Touch panel

- [RQ131] A 12” touch screen shall be installed to control all provided table functions.
- [RQ132] The touch panel shall be used to turn on all required devices.

5.4.2.2 VTC Codec

- [RQ133] The contractor shall provide, install and configure a Poly G7500 as videoconference codec for NATO S3CRET VTC.

5.4.2.3 Monitors

- [RQ134] 12 of the 55” UHD Monitors shall be installed inside the conference table, on the ground directed towards the opposite edge of the conference table as per Figure 4.

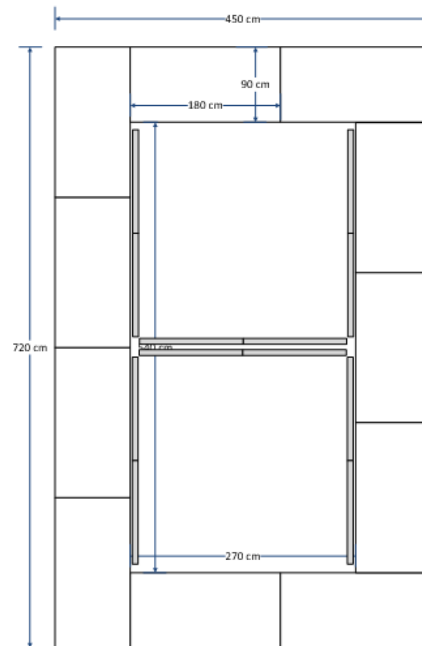


Figure 4: conferencing table

[RQ135] The last 55" UHD monitors shall be wall-mounted in the room.

[RQ136] The monitors shall be installed in such a manner that a perfect viewing angle is achieved and reflection from external light sources is avoided.

5.4.2.4 Audio System

[RQ137] The number of the ceiling microphone arrays shall match the number of built-in UHD Monitors.

[RQ138] High quality (HiFi) speakers and microphones shall be installed in the ceiling.

5.4.2.5 Cameras

[RQ139] 4 of the cameras shall be ceiling-mounted to cover all participants on each side of the table.

[RQ140] The last camera shall be used for a room shot.

5.4.2.6 Internal AV infrastructure

[RQ141] The internal video infrastructure shall support 4K 60fps 4:4:4 video transport.

[RQ142] One (1) HDMI connection with embedded audio shall be provided inside the table to connect the customer provided Secure PC.

[RQ143] One (1) Poly G7500 video conferencing codex shall be provided, installed and integrated in the equipment rack.

5.4.2.7 Connection Modules

[RQ144] The table shall be equipped with 2 connection modules, seamlessly integrated underneath the table surface and accessible through tilt-up lids made from the same material as the table surface.

[RQ145] Each connection module shall have:

- One (1) 230 VAC universal power socket.

- One (1) USB-C connection point (power delivery, data and audio/video).
- One (1) Connection for 12" Touch Panel (to allow flexible positioning on either side of the table).

5.4.3 Solution Functions

5.4.3.1 Presentation

- [RQ146] For presenting, the touch panel shall be used to select the presentation source (Connection Points or built-in PC).
- [RQ147] All sources shall be scaled to 1080p to be displayed on the 24" Full HD Monitors.
- [RQ148] Switching between available sources shall be instant and seamless.
- [RQ149] By default, all displays shall show the same source, but it shall be possible to select a different source for each display.
- [RQ150] Volume control shall be made available through the touch panel.

5.4.3.2 Audioconferencing

- [RQ151] For audioconferencing, the ceiling array microphones shall be used for input.
- [RQ152] The far end audio shall be heard through the ceiling speakers.
- [RQ153] Volume control shall be made available on the touch panel.
- [RQ154] The contractor shall also install a digital audio signal processor DSP with an echo canceler on each input, digital noise suppression, automatic level control (NOM, Number of Open Microphones).
- [RQ155] The audio DSP shall support TELCO and SIP for telephony.
- [RQ156] Numbering or choosing a counterpart shall be made possible on the Touch Panel dial-pad with integrated address book.
- [RQ157] Incoming calls shall be made visible on the touch panel (pop-up) so they can be accepted or rejected.
- [RQ158] Audioconferencing shall not be possible when the table is setup for videoconferencing using the integrated VTC Codec.

5.4.3.3 Videoconferencing

- [RQ159] Switching between active cameras shall be automated through speech detection.
- [RQ160] Switching shall be "glitch-free" and seamless.
- [RQ161] The system shall be configured so it avoids camera switches when they are not required. This function is key as, when wrongly implemented, to many unwanted camera switches will break the natural videoconferencing feeling.
- [RQ162] It shall be possible to manually select cameras from the touch panel and disable automation when required.
- [RQ163] It shall be possible to select and control the cameras manually from the touchpanel.
- [RQ164] It shall be possible to save and recall camera presets from the touchpanel.
- [RQ165] The touch panel shall also allow for full user-friendly access to all required Codec settings.
- [RQ166] Dialing shall be made available through the touch panels' pop-up dial-pad and QWERTY keyboard or through the built-in address book.
- [RQ167] The address book shall be pulled from the Codec as this is dynamically provisioned.

- [RQ168] The far-end shall be visible on the built-in monitors, the local source shall be seen in PiP. It shall be possible to change the PiP position through the touch panel.
- [RQ169] During a videoconference, all presentation sources shall be available for content sharing.
- [RQ170] Screen layout changes shall be possible and made available on the touch panel. They shall be made available in a user-friendly menu.
- [RQ171] Options shall include:
- Full screen presentation.
 - Disable PiP.
 - Disable far-end video during presentation.
 - Manual source selection.
- [RQ172] Far end audio shall be heard through the integrated speakers and volume control shall be made available on the touch panel.
- [RQ173] During Videoconference mode, the same microphones and audio mixer shall be used.
- [RQ174] It shall be possible to add an audioconference to the videoconference.
- [RQ175] All parties shall be able to hear each other and echo cancellation shall be implemented properly so it is not generated by the system.

5.4.3.4 Bring-Your-Own-Meeting (BYOM)

- [RQ176] The table should allow for BYOM video conferencing by connecting an external lap-top with through USB-C in the connection points.
- [RQ177] This capability shall be seamlessly integrated with the installed AV hardware.
- BYOM shall not be possible when the table is setup for videoconferencing using the integrated VTC Codec.

5.5 NS backend infrastructure installation

5.5.1 Equipment

- [RQ178] The Contractor shall purchase the equipment in the specifications and quantities presented in Appendix A, Category DC.

5.5.2 Installation

- [RQ179] The Contractor shall install the NS backend equipment inside the PFE racks in the data-center.
- [RQ180] The Contractor shall connect the NS backend equipment to the TOR switches, and the TOR switches to the NS LAN via the firewall as per the Configuration Guidance.
- [RQ181] The Contractor shall provide all cabling necessary to connect racked equipment to the TOR switches, and the TOR switches to the distribution.
- [RQ182] The Contractor shall provide and install flexible drop cables to interconnect the devices within each rack, and the racks within each room.
- [RQ183] Drop cables shall be provided in standard lengths and provided with a slack of 1m to 1.5m (with the cable adequately following the walls and ducts in desks, not crossing walking paths).
- [RQ184] The required cable lengths shall be identified during the Contractor's Site Survey.

The Purchaser will take over the NS backend infrastructure following these activities and proceed with the software installation, configuration and data migration.

5.6 Cyber security infrastructure installation

5.6.1 Equipment

- [RQ185] The Contractor shall purchase the equipment in the specifications and quantities presented in Appendix A, Category CYB.
- [RQ186] The Purchaser will provide some PFE appliances in complement of the contract furnished workstations, in the specifications and quantities presented in Appendix B, Category CYB.

5.6.2 Installation

- [RQ187] The NS and NU cyber equipment shall be installed in separate racks inside the data-center.
The equipment marked as [Tier 2 uplift] is an exception, and will be installed by the purchaser in a different site.
- [RQ188] The activities described below shall apply to all contract-furnished equipment and PFE appliances.
- [RQ189] The Contractor shall install the cyber equipment inside the PFE racks in the data-center.
- [RQ190] The Contractor shall connect the cyber equipment to the TOR switches, and the TOR switches to the NS LAN via the firewall.
- [RQ191] The Contractor shall provide all cabling necessary to connect racked equipment to the TOR switches, and the TOR switches to the distribution and firewall.
- [RQ192] The Contractor shall provide and install flexible drop cables to interconnect the devices within each rack, and the racks within each room.
- [RQ193] Drop cables shall be provided in standard lengths and provided with a slack of 1m to 1.5m (with the cable adequately following the walls and ducts in desks, not crossing walking paths).
- [RQ194] The required cable lengths shall be identified during the Contractor's Site Survey.
The Purchaser will take over the cyber infrastructure following these activities and proceed with the software installation, configuration and data migration.

5.7 NU backend infrastructure relocation

5.7.1 Equipment

The Purchaser has upgraded its existing NU backend infrastructure, for which no new equipment is foreseen to be procured in this contract.

5.7.2 Installation

Details of the NU backend relocation will be provided to the Contractor during the Configuration Guidance.

- [RQ195] The Contractor shall disconnect the NU backend infrastructure from its current location in the NAGSF temporary facility, disassemble it as necessary, transport it to the new data-center in B101 including its racks, reassemble it, and reconnect it to the NU LAN via the firewall.
- [RQ196] The Contractor shall provide all cabling necessary to connect the TOR switches to the distribution.
- [RQ197] The Contractor shall perform the NU backend infrastructure move after the completion of the NU LAN, and within a planned service outage of a maximum of 48h.
The Purchaser will take responsibly for data backup prior to this move.

5.8 Option: Additional NS IT backend capacity

5.8.1 Equipment

- [RQ198] The Contractor shall purchase the equipment in the specifications and quantities presented in Appendix A, Category GIS.

5.8.2 Installation

Additional capacity on the NS backend might be required for a NATO project, augmenting the existing installation with additional servers and storage.

This additional capacity is expected by the Purchaser to fit inside the same rack provided for §5.4.1.

- [RQ199] The Contractor shall install and connect the cyber equipment inside the PFE racks in the data-center, as an augmentation of the capacity already procured in this contract, as per §5.5.2.

5.9 Option: Complementary inter-buildings fiber cabling

Complementary cabling might be required to augment the capacity of the camp fiber distribution for a NATO project.

Should this option be validated, the Contractor will be asked to validate the Purchaser estimations during the site survey.

- [RQ200] The Contractor shall deliver 500m of 96 cores multimode fiber cabling.
- [RQ201] The Contractor shall lay down the fiber between buildings B101 and T101, following the cable trays inside both buildings and the pits-and-ducts system in the camp.

6 Non-functional requirements

6.1 EMI Requirements

- [RQ202] The Contractor shall install the AGS CIS such that the radio disturbance characteristics of equipment and systems adheres to [EN55022:2010/AC:2011] or equivalent.
- [RQ203] The Contractor shall install the AGS CIS such that the immunity to electromagnetic interference of equipment and systems adheres to [EN55024:2010] or equivalent.
- [RQ204] The Contractor shall install the AGS CIS such that the harmonic current emissions remains within the limits specify by [IEC61000-3-2:2014] or equivalent.

6.2 Safety Requirements

- [RQ205] The Contractor shall ensure that all components, as far as those are not explicitly named with bands or models by the Purchaser, are compliant with national legislation on Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS).
- [RQ206] The Contractor shall follow the process required by the safety normative and deliver all the required associated documentation.
- [RQ207] The Contractor shall install the system such to allow for safe and ergonomic replacement of hardware components.
- Contractor installed cabling shall be low smoke, low toxicity, halogen free and PVC free. No mercury, CFC/HCFC, flammable materials, nor material which could constitute a health hazard shall be included.
- [RQ208] Contractor installed single cables shall comply with [IEC60332-1:2004].
- [RQ209] Contractor installed cable bundles shall comply with [IEC60332 3 10:2000+A1:2008].

- [RQ210] The Contractor shall install the system that the system complies with the European Commission Directive [2006/42/EC] on Machinery and national implementing legislation.
- [RQ211] The Contractor shall ensure that all the labels and information, as far as relevant for safety, on any of the equipment is presented in English.
- [RQ212] The Contractor shall install the system such that all necessary safeguards are incorporated to ensure the safety of users and operating and maintenance personnel from electrical, thermal, and mechanical hazards.
- [RQ213] Where applicable, the Contractor shall place appropriate notices and markings on equipment special reference to points where hot surfaces or dangerous voltages may be encountered and where precautions are to be taken against radiation hazards.

6.3 DUVRI

Italian law stipulates that contractors must comply with an administrative safety procedure called *Documento Unico per la Valutazione dei Rischi da Interferenze* (DUVRI) prior to accessing sites for infrastructure works, which this contract is considered as.

The Purchaser will provide a point of contact in the NAGSF staff to advise and facilitate the delivery of the DUVRI documents.

- [RQ214] The contractor shall provide all DUVRI-related documentation to the Purchaser point of contact in compliance with the law.
- [RQ215] The contractor shall factor in its schedule the administrative time necessary for Italian authorities to validate the documentation and issue the authorization.

7 Purchaser-furnished equipment and services

7.1 Infrastructure

7.1.1 Power

Power distribution, including Uninterrupted Power Supplies (UPS) is provided by the Purchaser. UPS are implemented at the level of each individual building rather than for each device.

7.1.2 Environmental control

Environment control, including Heating, Ventilation and Air Conditioning (HVAC) is provided by the Purchaser.

7.1.3 Campus cabling

The Campus cabling interconnects Building Distribution Switches and Campus switches within one site.

The connection between switches in different buildings across the campus is done using single mode [OS1] fiber optic cabling.

For connection between buildings single mode fiber is used compliant with the 10GBASE-LX specifications as contained in [IEEE 802.3:2012].

The campus fiber optic cabling is terminated using [LC] connectors on patch panels.

7.1.4 Vertical Cabling

Vertical Cabling refers to the cabling between LAN switches.

The connection between End-user Access and Building Distribution switches, within a building, is implemented with multi-mode 50/125 µm OM3 fibre optic cabling.

The connection between switches is compliant with the 10GBASE-LX and occasionally 10GBASE-SR specifications as contained in [IEEE 802.3:2012].

Vertical fibre optic cabling is implemented terminating with [LC] connectors on patch panels.

7.1.5 Horizontal Cabling

The horizontal cabling refers to the cabling between access switches and end-user-devices.

Depending on the actually available cabling at each work position, the Contractor shall anticipate the following cabling options for each work position:

- Option A: The NU LAN relies on CAT-6 copper cabling and the NS LAN relies on 50/125µm OM3 fibre optic cabling.
- Option B: Both the NU and the NS LAN rely on 50/125µm OM3 fiber optic cabling.

Option A is the default for most connections in NAGSF.

7.1.6 Warehouse storage

Secure storage will be made available for the Contractor to stage its equipment between the shipment delivery and the integration works.

The access list to the storage areas will be controlled by the Purchaser CIS Support Unit (CSU).

7.2 ICT equipment

7.2.1 Networking and end-user equipment

The Purchaser has procured some of the equipment necessary for the installation of the NAGSF CIS.

The list and specifications of PFE equipment is in Appendix B of this statement of work.

Explicit mentions of this equipment and what the Contractor is expected to do with it are made in §5.

7.2.2 NS Voice over Secure IP phones

Need current specs with Dietrich.

7.2.3 Licenses

Some of the Licenses necessary for the NAGSF CIS are provided by the Purchaser as part of its Enterprise Agreement with the following OEM: Microsoft, McAfee, VMWare, and Splunk.

The NATO desktop, bundling the Microsoft end-user-device OS and Office baseline with cyber-security external components will be handed over to the Contractor for integration.

In most other cases, the Purchaser will install these licenses itself as part of its post-integration activities.

7.2.4 Cryptographic equipment

The cryptographic equipment necessary for the connection between OPS and FL areas will be provided separately by the Purchaser.

These cryptos are Thales TCE 621C.

The Contractor shall include the cryptos in its network design, however all keying and GRE tunnels configuration will be performed by the Purchaser.

7.2.5 Distribution and core switches racks

Each building has a number of network distribution rooms at each floor, hosting the patch panels and other passive equipment.

The rooms already contain racks that shall be used for the installation of the distribution and core switches.

7.2.6 Data-center racks

The Purchaser provides the racks for the data-center, cyber capability, and TOR switches installation. These racks are fitted with the ancillaries (cable management, KVM) necessary for the AGS CIS integration, are already on site and will be inspectable by the Contractor during its site survey.

7.3 Advanced capability

The Purchaser is installing early 2023 an advanced capability for a subset of the users in the new NAGSF facility.

This advanced capability is based on:

- An NS LAN based on fiber optics switches extended from the current point of presence.
- Workstations.
- An NU LAN based on wireless access points extended from the current point of presence.
- An NU LAN based on copper twisted pair switches for voice extended from the current point of presence.
- Workstations on the users desks connected to the LAN.

8 System testing

8.1 Process

The System Testing and acceptance stage entails the verification of the functional and non-functional requirements contained in the SoW.

[RQ216] Following system installation, the Contractor shall conduct the subsystem-level verification, at the site (physical installation aspects, hardware integrity).

As part of the Provisional System Test (PST), and following the Security Accreditation of the AGS CIS, the Purchaser will conduct network-level verification tests against selected NGCS nodes.

The Purchaser reserves the right to approve or reject the Contractor's test activities, including test documentation, test procedures, test conduct, analysis performed and test results.

[RQ217] The Contractor shall execute the SAT and shall provide the appropriate personnel and tools and equipment to successfully complete the tests.

The Purchaser will witness the execution of SAT and lead those tests involving the verification of NGCS connectivity to other nodes.

8.2 Responsibilities

[RQ218] All the NAGSF CIS testing shall be the responsibility of the Contractor who shall provide all the personnel, documentation, equipment, test data and facilities required for installation, commissioning and execution of the tests.

[RQ219] The Contractor shall support Purchaser led Validation activities to confirm that the solution is fit for purpose.

[RQ220] The Contractor shall be entirely responsible for the co-ordination and performance of the tests, and shall ensure that an adequate number of Contractor's engineers and technicians are present to ensure the timely completion of all tests.

[RQ221] The Contractor shall provide the necessary duly calibrated test equipment, tools and any other items required for the satisfactory completion of the tests and the recording of their results. This shall include but not be limited to the following:

- Performance measurement instruments.
- Protocol analyzers.
- Installation tools.
- Test Plans and Procedures.
- Any transmission services/resources required to achieve test configuration.

[RQ222] Software tools supporting requirements coverage, defect management and test management shall be selected and hosted by the Purchaser and used by the Contractor. For any internal work, the Contractor may use their own internal tools, but the tools used for the Contractor's internal work shall be able to natively interface with the tools selected and hosted by the Purchaser in order to keep all TV&V related data for the project in the Purchaser tools.

[RQ223] The Contractor shall assign and provide a Test Director and Test Operators and the Purchaser and/or his designated Representative will attend and witness the Formal Test Phases.

During Formal Test Phases, the Purchaser will have the right to demand repetition of failed tests, proof of the validity of the test equipment calibration, and performance of reasonable additional tests in order to clarify doubtful or marginal results.

[RQ224] The Contractor shall make available to the Purchaser, all facilities, information and assistance necessary to permit a valid interpretation of the test results.

[RQ225] For the formal test phases, the Test Environment shall be under the configuration control of the Purchaser during the testing period. That means, that every change that is to be implemented needs to be approved by the Purchaser. Prior to the commencement of the tests, the Test Environment shall be baselined and no changes to hardware, software, firmware and/or configuration shall be introduced by the Contractor unless explicitly authorized in writing by the Purchaser. Failure to do so by the Contractor shall render the complete testing null and void.

[RQ226] The Contractor shall identify the Contractor's requirements for configuration and support of the Purchaser's test facility, reference environments and/or required interconnections. The Contractor shall also configure the Test Environment and the System under Test to allow for the identified support.

8.3 Principles

[RQ227] All deliverables to include hardware, software and firmware supplied by the Contractor under this contract shall be verified or validated to meet the requirements of this contract.

[RQ228] The Contractor shall define in the Test and Acceptance Plan how, where and when the verification and validation for all the CIS and non-CIS will be executed, including reference to the delivery batches. This shall reference the verification and validation Approach and Phases as defined in this document.

[RQ229] The verification and validation schedule shall meet the requirements driven by project milestones. The initial schedule shall be defined in the Project Master Schedule and the definition of capability batches and test phases shall be defined in the Test and Acceptance Plan.

[RQ230] The Contractor shall integrate the PFE into his test programme to the extent that PFE is an integral part of the system, sub-system or network.

[RQ231] The Contractor shall not proceed to a formal test until authorized by the Purchaser.

[RQ232] The Contractor shall deliver all test, verification and validation material developed and used under the Contract to the Purchaser.

[RQ233] Formal acceptance testing, including installation testing, shall be performed always on an environment with the up to date security settings, latest approved patches and antivirus applied and on a solution that has followed the security guidelines and policies.

[RQ234] If the verification method per requirement is not provided beforehand by the Purchaser, the verification method shall either be test or demonstration. Any deviation to this requirement is subject to Purchaser approval.

The Purchaser has the right to request substitution of planned tests with unplanned tests, providing the unplanned tests can be executed within the agreed test schedule or other arrangements can be agreed.

8.4 Project Master Test Plan

[RQ235] The Contractor shall provide, as part of the PIP, a comprehensive Project Master Test Plan (PMTP) that details the requirements of this statement of work, and applies the given approach to the project. The plan shall also indicate the stage at which FSA shall be held.

[RQ236] The Contractor shall provide a flow diagram that identifies the overall sequence of tests, the location, and Contractor and Purchaser equipment and personnel involved in each test, and the relationship of test events to project milestones.

[RQ237] The Contractor shall describe in the PMTP the global organization, including relationships between the different actors involved (that shall cover all testing stages).

[RQ238] -----

[RQ239] The Contractor shall provide to the Purchaser's Independent Validation and Verification (IV&V) representative a test plan composed of:

- Requirement Traceability Matrix (RTM) for the contract requirements.
- Test Cases (business test cases and system test cases) and procedures.
- Test Readiness Review checklist.
- Waiver request.
- Test configuration.

[RQ240] The Contractor shall describe in the PMTP how the following objectives will be met:

- Compliance with the requirements of the Contract.
- Verification that the design produces the capability required.
- Compatibility among internal system components.
- Compliance with the statement of work requirements.
- Compliance with external system interfaces and/or systems.
- Confidence that system defects are detected early and tracked through to correction, including re-test and regression approach.
- Compliance with Purchaser policy and guidance (i.e. security regulations, etc.).
- Product Quality Criteria (Functional suitability, performance efficiency, compatibility, usability, reliability, security, maintainability, portability).

[RQ241] The PMTP shall include the Contractor's approach to Test Reviews, including for each TV&V event, Test Readiness Reviews and Event Review Meetings.

[RQ242] The Contractor shall create an Event Test Plan (ETP) per each event detailing all the information required for that event.

[RQ243] Other specific content required in the plan is defined throughout this statement of work. Any deviation shall be managed as a formal change request.

8.4.1 RTM

[RQ244] The RTM shall include all functional and non-functional requirements, to track the TV&V status of all requirements throughout the Contract execution (especially during the TV&V activities).

[RQ245] The RTM shall also trace the requirements to the design and define how the requirements will be validated or verified at each of the TV&V activities.

[RQ246] The RTM shall guarantee the two-way link between requirements (SRS) and technical specifications.

8.4.2 Test cases and procedures

[RQ247] The Contractor shall translate each requirement in the statement of work, in an acceptance criteria that will clearly detail how the requirement will be fully met (clear pass/fail or yes/no outcome)

[RQ248] The Contractor shall address the Purchaser's comments and update the Acceptance Criteria accordingly.

[RQ249] The Acceptance Criteria shall be agreed by both contractor and purchaser prior to the creation of the Test Cases/ Scripts.

[RQ250] The agreed Acceptance Criteria shall be translated into Test Cases to provide details of full requirements coverage.

8.4.3 Security testing

[RQ251] The Contractor shall support the execution Purchaser furnished System Test and Validation Plan (STVP) delivered during the Configuration Guidance, to ensure that the Security testing, including verification of compliance with NATO CIS Security Regulations is applied. This is an integral part of the TV&V process.

The STVP will support the accreditation of the System Platform. This document will be approved by NATO Office of Security.”

8.5 Provisional system testing

[RQ252] Provisional System Testing (PST) shall cover the verification of all requirements specified in this SoW.

[RQ253] PST shall only start after the Purchaser acceptance of the test plan.

[RQ254] The Contractor shall execute a dry run test intended for the Contractor for verify test readiness for testing.

[RQ255] Following successful dry run, the Contractor shall notify the Purchaser of its readiness to test, after which he shall schedule and execute the PST.

[RQ256] The Contractor shall propose dates for PST at least 4 weeks in advance, to ensure availability of the Purchaser IV&V staff on the testing site.

[RQ257] The PST Entry Conditions shall include:

- Completed the installation and configuration of the AGS CIS as specified in this SoW.
- Successful dry-run test.

[RQ258] The PST Exit Conditions shall include:

- Successful completion of the verification of the specifications, functions and implementation specified in this SoW.
- Resolution of potential discrepancies.

8.6 Test Report

[RQ259] Following the PST, the Contractor shall submit the PST Report.

A successful PST followed by the Purchaser's approval of the PST report is one of the conditions for the Provisional System Acceptance (PSA).

[RQ260] The PST test report shall be generated and provided to the Purchaser as a compilation of the test sheets used and filled during the execution of the tests, with the signatures of the Contractor and the Purchaser representatives attending the test.

[RQ261] The Contractor shall label the Test Sheet after each test indicating a PASS, CONDITIONAL, FAIL or NOT-RUN result.

[RQ262] The Contractor shall declare a test as PASS if the entirety of the expected results were obtained when running the test.

[RQ263] The Contractor shall describe more background detail and reasoning when the test result is declared CONDITIONAL, FAIL or NOT-RUN.

[RQ264] The test report shall be augmented with any additional information the Contractor considers of interest to be recorded and presented in support of the PSA.

[RQ265] For the PST report, the following process shall apply:

- The Contractor delivers the test report two weeks after the completion of the tests.
- The Purchaser reviews and gives its approval two weeks after receipt of the test report.

[RQ266] The PST Report shall include the following:

- Time and location of the test.
- A red-lined copy of the Test Procedures used, including any deviations approved by the Purchaser.
- The names and signatures of test personnel, plus witnesses.
- Block diagram of the actual test arrangements (if different from the one in the Test Procedure), with a list of test equipment used and calibration date.
- Discrepancies observed and remedial action taken, including the disposition of any written observation entered on the test results sheets by the Purchaser.

[RQ267] The Contractor shall sign all completed Test Sheets, while the execution of the tests unfolds, witnessed by the Purchaser, who shall countersign them to certify agreement with the content.

8.7 Final system testing

[RQ268] In the case PSA has been granted by the Purchaser despite Class 2 deficiencies exposed in the PST report, the Contractor shall organize a final system acceptance test (FST).

The FST is built on the same principles than the PST, but its scope is limited to the CONDITIONAL, FAIL or NOT-RUN results of PST.

[RQ269] Following the FST, the Contractor shall submit the final test report.

In the case FST was necessary, a successful FST followed by the Purchaser's approval of the FST report is one of the conditions for the Final System Acceptance (FSA).

9 Security accreditation

9.1 Introduction

The intention of CIS Security is to properly protecting a CIS and the information handled by it through the application of various CIS Security measures.

System Accreditation to achieve Authorization to Operate (ATO) will be carried out by the Purchaser and involves the development of Security Accreditation documentation by the Purchaser.

9.2 Minimum Security Standards

All of the installations shall be compliant with the “Facility Design Criteria and Installation of Equipment for the Processing of Classified Information” (SDIP-29/3).

Security measures such as the proper distance between the equipment and red & black cable separation shall be implemented in accordance with SDIP-29/1. The system implementation needs to be security-conscious from the onset, and remain flexible to incorporate additional security measures in a scalable and manageable fashion, as required.

The AGS CIS adheres to:

- [AC/322-D/0048-REV2].
- [AC/322-D/0030-REV5].
- [AC/322-D/0047-REV2].
- “Enclosure F” of [C-M(2002)49].
- [AC/35-D/2004-REV3].
- [AC/35-D/2005-REV2].

The AGS CIS implements [NCSA Directive Number 5].

The AGS CIS implements configuration hardening for the equipment.

9.3 TEMPEST requirements

[RQ270] Whenever equipment is requested to be delivered with a TEMPEST B or C specification in this contract, a certificate of compliance with the prescribed test limits contained within SDIP-27/1 for Level B and C equipment shall be required from the Contractor.

[RQ271] The certificate shall apply to the exact manufacturer’s part number.

[RQ272] The certificate shall be issued by:

- Either the contractor’s National Security Authority.
- Or an accredited testing body, in which case documentation shall be provided with the technical proposal proving that the testing body (the Contractor or a clearly identified subcontractor) has the authority from its National Security Authority to provide this specific TEMPEST level B or C certification.

9.4 Responsibilities

The Purchaser will prepare the Security Accreditation Plan.

[RQ273] The Contractor shall ensure that the installations and testing are carried out in accordance with the relevant minimum security standards.

[RQ274] In support of the Purchaser's Security Accreditation efforts, the Contractor shall provide the necessary installation drawings and configuration details, as far as implemented by the Contractor, upon request from the Purchaser.

10 Integrated product support

10.1 Integrated support concept

[RQ275] All repairs beyond the capability of the Operating Unit shall be carried out by the Contractor under the terms of the applicable warranty either in the Contractor factory depot if the faulty equipment is returned to the Contractor facility.

10.2 Material Data Sheet

The Material Data Sheet (MDS) will be the main document used for communication between the Contractor and Purchaser on equipment and supplies delivery.

[RQ276] The MDS shall be used to support:

- Shipments manifests.
- Customs.
- Configuration Tree.
- Inventory.

[RQ277] The MDS shall include the following data elements:

- Contract Line Item Identification Number (CLIN).
- NATO Stock Number (NSN, if known).
- Item Name.
- Expendable or Non-Expendable Code.
- True Manufacturer Part Identification.
- True Manufacturer code or complete name and address.
- Vendor/Contractor Code or complete name and address.
- Vendor/Contractor part number.
- Quantity ordered.
- Order Unit.
- Serialized item tag.
- Serial Number.
- Software Revision Level.
- Hardware Revision Level.
- Serial Number Attributes.
- Accountable Item Flag.
- Currency.
- Price.
- Warranty Expiration Date.
- Extended Line Item Description (if applicable).
- Part Number of Next Higher Assembly.
- Quantity in Next Higher Assembly.

[RQ278] Software licenses shall also be handed over to the Purchaser accompanied with an MDS form.

MDS forms are communicated in the form of Microsoft Excel Spreadsheets. When used for inventories they will be converted to pdf documents and signed.

10.3 Packaging

- [RQ279] The Contractor shall, for the purpose of transportation, package, crate, or otherwise prepare items in accordance with the best commercial practices for the types of supplies involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.
- [RQ280] Any special packaging materials required for the shipment of items shall be provided by the Contractor at no extra cost to the Purchaser.
- [RQ281] The packages, pallets and/or containers in which supplies are transported shall, in addition to normal mercantile marking, show on a separate nameplate the name of this project, contract number and shipping address.
- [RQ282] Packing lists shall accompany each shipment, which shall include the following:
- The Purchaser's contract number.
 - The NATO project number.
 - Names and addresses of the Contractor and the Purchaser.
 - Names and addresses of the Carrier, Consignor and Consignee (if different from Contractor or Purchaser).
 - Final destination address and POC.
 - Method of shipment.
 - MDS form for the whole shipment of for each box.
 - When applicable, EU Customs Form 302.
- [RQ283] Two copies of the packing lists shall be fastened in a weather-proof, sealed envelope on the outside of each box, pallet and/ or container, and one packing list shall be put inside each container/box.

10.4 Handling and storage

- [RQ284] The Contractor shall be responsible for all handling and storage of equipment, packages, boxes and containers during the project. The Contractor shall also be responsible for organizing and operating any handling equipment and storage facilities required.
- The Purchaser is responsible for arranging all that is necessary to access the sites where equipment is handled or stored.
- [RQ285] All equipment, materials and tools shall be stored in containers provided by the Contractor during the installation period. These containers shall be located on site and shall be equipped with system security lock, which shall be locked when the containers are not under the direct supervision of the Contractor.
- [RQ286] In the case of goods requiring export licenses the Contractor shall ensure that all required forms and certificates are provided and that all procedures for such goods are followed.

10.5 Transportation

- [RQ287] The Contractor shall be responsible for transportation of all equipment furnished under this Contract from its site in a NATO nation to final destination. The Contractor shall be responsible for any insurance covering these shipments.
- [RQ288] The Contractor shall also be responsible for transportation of repaired/ replacement items under warranty or CLS arrangements to the original location. Return of unserviceable equipment to Contractor facility for (warranty) repair/replacement is the responsibility of the Purchaser.

[RQ289] The Contractor shall provide the Purchaser POC with a Notice of Shipment one week before each shipment. One additional copy of the packing list shall be attached to this notice. All equipment under this project shall be transported in close co-ordination with the Purchaser's POC.

All packages, boxes and containers will be inspected visually by the Purchaser's POC at final destination to ensure that no damage has occurred during transport and that all packages, boxes and containers detailed in the packing list have been accounted for. The Purchaser will in no case open any packages, boxes or containers.

[RQ290] The Contractor shall provide a Transportation Report within two weeks after each shipment has arrived at final destination. The Transportation Report shall include:

- A copy of the packing list.
- Date of arrival at final destination.
- Date of delivery acceptance by the Purchaser's POC at final destination.
- Signature of delivery acceptance by the Purchaser's POC at final destination.

10.6 Customs clearance

[RQ291] The Contractor shall be responsible for customs clearance of all shipments into the destination countries. It is the Contractor's responsibility to take into account delays at customs. It shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances can the Purchaser be held responsible for delays incurred, even when utilizing Purchaser provided EU Custom Forms 302.

[RQ292] Prior to a shipment by the Contractor, the Purchaser shall upon request issue an EU Custom Form 302 which in some cases is required for the duty free import/export of goods. The Contractor shall be responsible for requesting the issue of a form 302 ten days prior to shipment. The request for a form 302 shall be accompanied by one additional packing list. The request is normally processed by the Purchaser within three working days. The requested 302 form will be sent by courier. The original 302 forms shall accompany the shipment and therefore no fax or electronic copy will be used, nor provided to the Contractor.

[RQ293] If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall pay these customs duties and the Purchaser shall reimburse the Contractor at actual cost against presentation of pertinent supporting documents. Should such an event occur, the Contractor shall immediately inform the Purchaser by the fastest means available and before paying, obtain from the Customs Officer a written statement establishing that this Country refuses to accept the Form 302.

10.7 Warranty

[RQ294] The Contractor shall warrant that all equipment and software furnished under this Contract and all installation work performed under this Contract conform to the requirements and is free of any defect in material, code or workmanship for a period starting at date of FSA plus 1 year.

[RQ295] The Contractor shall fix/repair/replace all items received as per its internal procedures with the highest priority allocated.

[RQ296] If the Contractor becomes aware at any time before acceptance by the Purchaser that a defect exists in any supplies, the Contractor shall coordinate with the Purchaser and promptly correct the defect.

[RQ297] Defect magnetic and electronic media storage devices (e.g. hard drives) shall remain NATO property, at no additional cost, and not be returned to the Contractor when being replaced. Any such defect storage devices shall be replaced by the Contractor with new storage devices at no additional cost to the Purchaser.

- [RQ298] The Contractor shall be responsible for the provision of any alternative or superseding items, should the original part be no longer available, ensuring compliance with the original design provided by this Contract.
- [RQ299] During the warranty period, the Contractor shall be responsible for supplying all COTS hardware and software upgrades and updates. The availability of COTS hardware and software upgrades and updates shall be made known to the Purchaser and, if proposed for introduction by the Contractor for whatever reason, including any corrective action for an identified fault, shall always be subject to Purchaser approval.
- [RQ300] The Contractor shall not be responsible for the correction of defects in Purchaser furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.
- [RQ301] The Contractor shall provide a priced option for the Purchaser to request additional warranty under the same conditions on a yearly basis.

10.8 Inventory

- [RQ302] The Contractor shall prepare a system inventory which shall be provided prior to shipment to the Purchaser in electronic format as an Excel Spreadsheet. This shall be furnished as equipment inventories as part of the SIDP.
- [RQ303] The inventories shall include each item delivered and will be compiled under the following categories:
- Equipment (with breakdown to LRU).
 - Tools, Test Equipment, and Accessories.
 - Spare Parts.
 - Manuals and Drawings (as-built drawings, cable and wiring diagrams, and installation drawings and plans).
 - Software.
- [RQ304] The inventory information shall be provided to the Purchaser prior to shipment to each site with an MDS form.

10.9 Marking of Items and Components

The marking of items and components, with the true manufacturer part is to ensure proper and quick identification of major equipment assembly, sub-assembly, module, down to the LRU level.

This information is also necessary for positive identification to support deployment activities, for maintenance purposes, and to prevent loss of items that have been separated from their original packages or containers.

- [RQ305] Marking shall be accomplished in a manner that will not adversely affect the life, utility and control with easy access when installed.

11 Configuration Management

11.1 Introduction

- [RQ306] The Contractor shall be responsible for establishing and maintaining an effective CM organization to implement the CM programme and manage the CM functions (configuration identification and documentation, configuration control, configuration status accounting, configuration audits).

[RQ307] The Contractor shall be responsible for the application of all necessary Configuration Management (CM) procedures until Final System Acceptance, in accordance with the Contract and the requirements detailed below.

[RQ308] The Contractor shall ensure that all manufacturing integration and testing of all hardware and software items designated for delivery in the Schedule of Supplies and Services are fully controlled by the Configuration Management processes in accordance with ACMP-2009.

11.2 Configuration Management Plan

[RQ309] The Contractor shall submit as part of the PIP, a Configuration Management Plan (CMP) documenting the Configuration Management system and procedures that shall be employed during the period of this Contract.

11.3 Physical configuration audit

[RQ310] The Contractor shall provide as part of the documentation a physical configuration audit ensuring the compliance of the installation with the as-built-drawings.

11.4 Cable & Asset Management

NATO uses the “Patch Manager” Cable & Asset Management Software Solution to document end to end connectivity from core switches to all end-user devices through the passive distribution.

The NATO Patch Manager system is available only from an internal NATO network that the Contractor is not expected to reach, however Patch Manager is able to import Microsoft Excel templates.

[RQ311] The Contractor shall deliver full documentation based on the Purchaser provided templates for each horizontal and vertical cable segment between switches, wireless access points, and end-user-devices installed under this contract.

[RQ312] Both contract-provided and purchaser-provided switches shall be documented by the Contractor in Patch Manager importable format.

12 Documentation

12.1 Documentation formats and exchanges

[RQ313] The Contractor shall submit all documentation and management products to the Purchaser in electronic format whenever possible.

The acceptable means for the Contractor to send these products to the Purchaser are:

- Use of an Internet-based cloud, either part of the Contractor's customer-facing corporate environment, or through a commercial cloud provider (e.g. Microsoft OneDrive, Google Drive, DropBox) reachable by the NCI Agency staff, in line with corporate, national and NATO security guidelines.
- In the case the Contractor already has already access to the Purchaser NR Reach network, a dedicated OneDrive for Business folder can be created on the Contractor's Reach account to distribute files.
- Email, keeping in mind attachment size limitations.
- Exceptionally through physical media (e.g. DVD).

The acceptable formats for the Contractor to send all documentation products to the Purchaser are:

- For drafts and working documents: all Microsoft Office formats, PDF.
- For final documents: PDF whenever possible, except for technical products (e.g. Visio diagrams, Excel MDS forms...).

The NCI Agency is not able to validate digital signatures against commercial certificates providers, and uses an internal certificate server for its own purposes that is not reachable from external parties.

NR and above documentation will have to be sent in accordance with applicable national legislations and the Project Security Instructions §15.

[RQ314] The Contractor shall use a consistent naming scheme for the project files, which shall be presented in the PIP.

12.2 Documentation reproduction and reuse rights

[RQ315] Non-COTS documentation shall neither be marked with corporate logos nor contain warnings limiting the rights to use or reproduction. Every page shall include a header and footer indicating the highest NATO classification of content on that page.

[RQ316] In addition, the training material delivered through this contract shall permit further training sessions to be delivered directly by the User in the future.

12.3 Structure and content

This paragraph is applicable to the documentation produced by the Contractor.

[RQ317] All documentation shall contain the following information:

- Title.
- Document Number.
- Amendment Sheet.
- Issue Number and Date of Issue.
- List of Effective Pages.
- Table of Contents - this shall be broken down to list sections / chapters, major paragraphs, sub-paragraphs together with title and page.
- List and titles of drawings, illustrations, tables and abbreviations.
- Main text.
- Glossary and symbols legend.

[RQ318] The pages of the documentation shall be consecutively numbered.

[RQ319] All documentation shall be in the English language.

[RQ320] Each page shall contain the appropriate classification of the documentation stamped or typewritten in the center at the top and bottom of each page.

[RQ321] All Contractor developed drawings and schematic diagrams shall be of the same length as other pages of the manuals.

[RQ322] The appropriate NATO classification shall be the top and bottom of each drawing and, in addition, each drawing shall also contain the security classification in the identification block of the drawing.

12.4 COTS documentation

[RQ323] The Contractor shall provide Original Equipment Manufacturer (OEM) manuals for all commercial off the shelf (COTS) hardware and software installed.

[RQ324] The documentation shall cover, for all installed components, the following topics:

- Installation instructions.
- Physical, power and environmental data.

- Functional descriptions.
- Performance data.
- Descriptions of all indicators, switches, switch positions, displays etc.
- Operating instructions.
- Interfaces to external systems.
- Corrective and preventive maintenance instructions.
- Fault isolation and fault finding techniques.
- Support equipment/tools description.

[RQ325] OEM COTS manuals shall be supplemented to make them fully acceptable for Purchaser use if an OEM COTS manual does not cover the topics required above.

12.5 Maintenance Manuals

This paragraph concerns maintenance manuals produced by the Contractor or COTS manufacturers.

[RQ326] The Contractor shall create, update, maintain and deliver the Maintenance Manual, where possible based on the existing COTS-vendor OEM manuals and documentation, supplemented with adaptations and additions relevant to the products furnished under this Contract.

[RQ327] The Maintenance Manual shall define the required maintenance tools and test equipment.

[RQ328] The Maintenance Manuals shall include:

- Overview of the complete system, describing all maintenance significant items and their interdependencies.
- All information, illustrations and procedures required for the installation, configuration, provisioning, testing, repairing, replacing and troubleshooting of a CI.
- Performance data, environmental conditions, physical data, and power requirements.
- References to the OEM COTS manuals.
- Backup and restore instructions.
- Preventive maintenance schedules.

The structure and contents of the Maintenance Manual shall address all corrective and preventive maintenance tasks.

12.6 As-built documentation

This paragraph concerns the documentation, created by the Contractor, of the system as built by the contractor reflecting the installation at FSA.

[RQ329] The Contractor shall provide as-built installation documentation which reflects the complete installation conducted by the Contractor.

[RQ330] The as-built documentation provided shall include:

- A Building Layout Plan showing the location of all Contractor installed assets.
- A Cable Distribution Plan showing cable distribution for all Contractor installed cabling, per security classification.
- A Rack Layout Plan for all AGS CIS racks.
- A Cable Management Plan, clearly identifying the location and labelling of each cable, together with the terminations at both ends and the use of the cable. Labelling standards will be provided by the Purchaser during the configuration guidance session.

- A Physical and Logical Element Interconnection plan, identifying all components that make up the AGS CIS and their interconnections.
- Configurations, as far as these are implemented by the Contractor, or provided by the Purchaser for inclusion in the documentation.

13 Training

13.1 VTC room system training

- [RQ331] The Contractor shall provide training to the User on the VTC room system.
- [RQ332] The training shall cover all operations of the training room system, for users and conference organizers.
- [RQ333] The training shall be delivered to 20 users in 4 groups of 5.
- [RQ334] The training shall last half a day per group.
- [RQ335] Electronic copies of the training material shall be provided to the Purchaser in advance to the training sessions.

14 Quality assurance

14.1 Introduction

The purpose of the quality assurance requirements is twofold.

- The first objective is to ensure that the Contractor provides all deliverables at the required level of quality by utilizing a professional, best practice quality assurance framework and through internal quality control independent from the Contractor's project organization.
- The second objective of these requirements is to minimize the duration of the review cycles and decrease the review workload by ensuring that the Contractor provides mature deliverables only.

- [RQ336] The Contractor shall adhere to its company Quality Management System (QMS) for the execution of this contract.

14.2 Government Quality Assurance (GQA) plan

The GQA multilateral agreement, existing between NATO countries and NATO organizations, is laid down in the NATO Standardization Agreement [STANAG 4107], "Mutual Acceptance of Government Quality Assurance". The Contractor shall recognize and accept the application of [STANAG 4107] for this contract and sub-contracts thereof.

- [RQ337] The Contractor shall comply with the requirements of [STANAG 4107]. In addition, the Contractor shall use [AQAP 2070] as guidance to the delegation of GQA.

14.3 QA Plan

- [RQ338] As part of the Project Implementation Plan, the Contractor shall establish, document and maintain a Quality Assurance Plan (QAP).
- [RQ339] The QAP shall assure the quality of all deliverables and non-deliverable items throughout the duration of the contract and provide assurance that all activities are performed in accordance with the requirements of this contract. The QAP shall not exceed 5 pages.
- [RQ340] The Contractor's QAP shall be compliant with [STANAG 4107] and AQAP-2110 and AQAP-2210.
- [RQ341] The QAP may be tailored by the Contractor for adaption to the Contractor's own QAP or any other QAP, only if the resulting QAP is equivalent to a QAP as mandated by the above referenced AQAPs. This tailoring by the Contractor shall be subject to acceptance by the Purchaser.

- [RQ342] The QAP shall apply to all hardware, software, documentation, activities, services and supplies that are designed, developed, acquired, maintained or used, including deliverable and non-deliverable items.
- [RQ343] The QAP shall ensure that procedures are developed, implemented and maintained to adequately control the development, design, production, testing and configuration of all deliverables.
- [RQ344] The QAP shall also ensure that the exchange of deliverables from the Contractor to the Purchaser shall be adequately controlled, and that no deliverables shall be presented by the Contractor without adequate quality control and sign-off by the Contractor's QA Manager.

The QAP proposed by the Contractor is subject to approval by the Purchaser.

14.4 QA Organization

- [RQ345] The Contractor shall implement an effective QA organization to implement the QAP and manage the QA functions.
- [RQ346] QA personnel shall have sufficient responsibility, authority, organizational freedom and organizational independence to review and evaluate activities, identify problems and initiate or recommend corrective actions.

14.5 QA Planning

- [RQ347] The QAP implemented by the Contractor shall be described in the QAP (QAP). The Contractor shall provide the QAP as part of the PIP.
- [RQ348] The QAP shall identify, document and justify the organizational structure, roles and responsibilities, quality gates, tasks, milestones and procedures to be used by the Contractor to implement the QAP and fulfil the requirements of this Contract.
- [RQ349] All Contractor and Purchaser activities and milestones related to QA shall be identified and included in the project's master schedule.

14.6 QA Reporting

- [RQ350] The Contractor shall maintain a QA log during the lifetime of the project in which records are kept accounting for all QA-activities, most notably all QA reviews. All accounting shall be done through dating and sign off by the responsible QA person.
- [RQ351] The QA log shall enable the Purchaser to verify if and when a deliverable has been QA reviewed and by whom and with what result.

15 Project Security Instructions

15.1 Security Aspects Letter

In the performance of this contract, the prime Contractor and any Sub-contractor(s) are required to comply with NATO security regulations under the responsibility of the NATO Security Accreditation Authority (SAA) and National Security Agency (NSA) of the nation in which the work is performed or in the contracts involving NS.

- [RQ352] All classified information and material shall be protected in accordance with the NATO security regulations.
- [RQ353] In particular, the Contractor shall:
- Appoint an officer to be responsible for supervising and directing security measures in relation to the Request for Proposals (RFP), contract or sub-contract.

- Submit in due time to the NSA the personal particulars of the persons the contractor wishes to employ on the project with a view to obtaining PSCs at the required level where NC information and above is involved.
- Maintain, under the responsibility of the appointed security officer, a continuing relationship with the NSA and / or the Contracting Authority in order to ensure that all NATO classified information involved in the bid, contract or sub-contract is properly safeguarded.
- Limit the copying of any classified materiel (including documents) to the absolute minimum to perform the contract.
- Supply the NSA, when so requested by the latter, with any information on the persons who will be required to have access to NATO classified information.
- Maintain a record of all employees, including subcontractors, taking part in the project and who have been cleared for access to NATO classified information. This record must show the period of validity and the level of the clearances.
- Deny access to NATO classified information to any persons other than those authorized to have access by the NSA and in the case of NS information as determined by their Security Clearance and need-to-know.
- Limit the dissemination of NATO classified information to the smallest number of persons as is consistent with the proper execution of the contract or sub- contract.
- Comply with any request that persons to be entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding of their obligations under national legislation on the safeguarding of classified information, and that they recognize that they may have comparable obligations under the laws of the other NATO nations in which they may have access to classified information.
- Report to the Security Officer and to its NSA any breaches or suspected breaches of security, suspected sabotage or subversive activity, any breach giving rise to doubts as to the trustworthiness of an employee, any changes in the ownership, supervisory or managerial staff of the facility or any changes that affect the security arrangements and security status of the facility, and any other information which may be required by the NSA, such as reports on holdings of NATO classified information or materiel.
- Obtain the approval of the project office and NSA before beginning negotiations with a view to sub-contracting any part of the work which would involve the Sub-contractor having possible access to NATO classified information, and to place the Sub-contractor under appropriate security obligations which in no case may be less stringent than those provided for its own contract.
- Undertake not to utilize, other than for the specific purpose of the bid, contract or sub-contract, without the written permission of the project office or the prime Contractor, any NATO classified information supplied to him, and return to the project office all classified information referred to above, as well as that developed in connection with the contract or sub-contract unless such information has been destroyed, or its retention has been duly authorized by the contracting office or the sub-contracting officer. Such NATO classified information shall be returned at such time as the contracting office may direct. and
- Comply with any procedure established with respect to the dissemination of NATO classified information in connection with the contract or sub-contract.

[RQ354] Any person taking part in the performance of work shall possess the appropriate NATO security clearance issued by their NSA. The level of this clearance must be at least equal to the security category of the materiel, the related information and specifications being accessed. Any person provided

administrative credentials to a system will require a clearance of a higher level than the classification level of the system itself.

- [RQ355] Unless specifically authorized to do so by the project office, the Contractor shall not pass on any NATO classified information to any third party to whom a request to supply goods or services has been submitted.
- [RQ356] No change in level of classification or de-classification of documentation or materiel shall be carried out unless written authority in this respect is obtained from the project office.
- [RQ357] No CIS shall be used for processing classified information without prior accreditation by the responsible authorities.
- [RQ358] Failure to implement these provisions shall result in termination of the contract under the non-financial termination clause.
- [RQ359] The contractor shall destroy or return any classified information provided or generated under the contract unless the contracting authority has given written approval to retain such classified information, e.g. for warranty purposes.
- [RQ360] The Contractor shall be required to acknowledge receipt of an accompanying SAL and Project Security Instruction (PSI) that is made part of the applicable contract and confirm that it understands the security aspects defined. With respect to contracts involving only NS information the Contractor shall also be required to confirm that it will comply with the provisions of the Contract Security Clause and specifically that any company CIS used to handle or process NS classified information has been appropriately security accredited.

15.2 Security Classification Guide

The security classification guide indicates the degree of classification of the data and materiel (equipment, information, technical manuals, specifications...) which may be handled in the performance of work under this contract and which must be safeguarded in accordance with the provisions of this letter.

This guidance establishes the mapping of NATO classification categorization associated to CIS architecture, engineering, and NATO sites information. It must be used to determine the minimum sensitivity of material and the protection of such. This guide shall be used by all NATO, Project Management Team (PMT), Concept Design Team (CDT), and Contractor personnel, including consultants, (both retained and prospective) involved with the project.

Classified material is categorized at four levels indicating the magnitude of potential harm to NATO/national security, if the information is subject to unauthorized disclosure:

- NATO R3TRICTED (NR) would be detrimental to the interest or effectiveness of NATO.
- NATO CONFID3NTIAL (NC) would cause damage to NATO.
- NATO S3CRET (NS) would cause grave damage to NATO.
- COSMIC TOP S3CRET (CTS) would cause exceptionally grave damage NATO.

NATO UNCLASSIFIED (NU) is used to indicate that the information is related to official NATO business.

The codes NR, NC, NS, CTS and NU, are used in the guideline to reference its corresponding classification category.

The classification identifying the overall effort, goal, mission and purpose of this project design phase is NATO UNCLASSIFIED (NU).

Technical manuals generated, obtained, or developed in support of classified end items will be classified at the highest level of classification of the end item.

The guideline applies to all forms of information and information sharing (hardcopy, electronic, audio, video, digital, telephonic and photographic) used to develop criteria and designs and construct or renovate the subject facilities. These may include, but not be limited to:

- As-Built documents
- Bids
- Lists of Material
- Budget documents
- Calculations
- Construction Security Plans (CSPs)
- Contracts
- Cost Estimates
- Design Guidelines
- Designs
- Evacuation Plans
- Facsimiles
- Generic Designs
- Inspection Reports
- Maintenance Plans, Manuals and Studies
- Operating Manuals
- Planning papers & reports
- Plans
- Photography
- Programming documents
- Proposals
- Repair Manuals
- Requests for Proposals
- Review Comments
- Shop Drawings
- Signage
- Specifications
- Standardized designs
- Statements of work (SOWs)
- Studies
- Submittals
- Submittal Registers
- Survey Reports
- Tests Procedures and Test Results

The Classification Guidance Matrix shall be used to identify the minimum Security Classification Level. In addition Originators of information shall review the Security Classification based on potential harm to NATO in case of unauthorized disclosure.

Document	Minimum Expected Security Classification	Comment
The Project Implementation Plan	NU	
The Project Implementation Plan	NU	
Project Status Reports	NU	
Minutes of Project Progress Review Meetings	NU NR	NU in general. NR or higher when sensitive information disclosed (see also Constraining Information)
The Risk Management Plan	NU	
The Quality Assurance Plan	NU	
QA Log	NU	
The Configuration Management Plan	NU	
The Functional Configuration Audit	NU	
The Physical Configuration Audit	NU	
The Design Document	NU NR	NU when not containing sensitive information. NR or higher when sensitive information are identified. See also Constraining Information
The Total Cost of Ownership Assessment Report	NU	
The Security Test and Verification Plan-template	NU	Template without results NR for template containing test linked to security sensitive systems
The Security Test and Verification Plan - completed	NR NS	NR when completed NS when identifying critical vulnerabilities.
CIS Description	NR	It is expected to contain security sensitive information.
SAP	NU	

SRA	NR	NS for sensitive systems
CSRS	NR	
SecOps	NU	NR when developed for sensitive systems (<i>i.e.</i> specific admin systems...)
SSRS	NR	
SISRS	NR	
Migration Strategy	NU	
The Transition and Migration Plan	NU	
Site Survey Reports	NU	NR when sensitive information identifying a named location or security assessment
Requirements Traceability Matrix	NU	
The Test and Acceptance Plan-template	NU	template only
The Test and Acceptance Plan-completed	NR	NR when sensitive information identifying a named location or security assessment
Test Failure Report	NR	
Off-specification Report	NU	NR for security related issues
System Version Definition Document	NU	
Test Reports-template	NU	
Test Reports-results	NR	
The Integrated Support Plan	NU	
The Transportation Report	NU	
The Logistics Support Analysis Plan	NU	
The Support Case	NU	
The In Service Support Plan	NU	
The CLS Plan (part of the In Service Support Plan)	NU	

The Monthly CLS Report	NU	
The Training Plan (part of the Integrated Support Plan)	NU	
The Issue Management Plan	NU	
The Operations Manual	NU	NU by default but classification subject to the information contained in the guide (see also Constraining Information)
COTS Manuals	NU	
The Maintenance Manual	NU	NU by default but classification subject to the information contained in the guide (see also Constraining Information)
The Software Distribution List	NU	
The Recommended Items Lists (part of the Support Case)	NU	
As built drawings	NU NR/NC	NR/NC based on sensitive information (see also Constraining Information)
Site Inventories	NU	See also Constraining Information
Documentation Plan (part of the Integrated Support Plan)	NU	
Constraining Information (higher precedence than document classification guidance) - non-exhaustive	Minimum Expected Security Classification	Comment
IP addresses identifying specific components.	NR NC	At least NR except for publicly exposed IP addresses resolvable from internet (<i>i.e.</i> external Mail Transfer Agent). NC for as built document containing IP addresses and locations.
PACS or LACS system location(s) are defined (<i>i.e.</i> diagram of the site with the location of the mechanism)	NR	

<p>Component Security vulnerability identification including: Vulnerability reports, Inference of vulnerabilities (when components are detailed in an exhaustive manner allowing to infer existing vulnerabilities, <i>i.e.</i> firmware version + hardware + OS version + application version + usage of the solution...)</p>	<p>NR NC NS</p>	<p>NR for non-critical vulnerabilities of system and services. NC for critical vulnerabilities. NS for critical vulnerabilities of critical system (exposed services, BPS, network Infrastructure components, Site physical access security systems...)</p>
<p>Credentials</p>	<p>NR NS</p>	<p>Any documented credential information of any services/system will be at least NR.</p>
<p>Sensitive information linked to a Named location</p>	<p>NR</p>	



NATO UNCLASSIFIED

IFB-CO-115735-NAGSF
Book 2 – Statement of Work

NATO UNCLASSIFIED

Page **50** of **51**

Cat	Item	Part number	Qty	Spare
EUD	End user devices (EUD) - All TEMPEST C			
EUD	NS Workstation Standard			
EUD	Dell Optiplex 5000 - TEMPEST C		306	20
EUD	Form Factor SFF			
EUD	Microsoft Licences Windows 10 Pro (Includes Windows 11 Pro License) English, Dutch, French, German, Italian			
EUD	Processor 12th Generation Intel Core i5-12500 (6 Cores 3.0GHz to 4.6GHz/65W)			
EUD	Graphics Intel UHD Graphics 630, Performance: at least 917@ 1024x600 in ComputeMark v2.14, Triple Display Capable (1920x1200@60Hz on each display minimum); Compatible with DirectX 12 (Feature Level12.0) and OpenGL 4.5; HDMI 1.4 and Displayport			
EUD	Memory 8GB (1x8GB) DDR4 Non-ECC Memory			
EUD	Storage M.2 2230 256GB PCIe NVMe Class 35 Opal 2.0 Self Encrypting Solid State Drive //up to 2344 MB/s Seq. reads – 1366 MB/s Seq. Writes			
EUD	I/O Ports Front: USB 2.0 Type-A port with PowerShare USB 2.0 Type-A port USB 3.2 Gen 1 Type-A port USB 3.2 Gen 2x1 Type-C® port Universal audio port Rear: (4) USB 3.2 Gen 1 Type-A ports (2) USB 2.0 Type-A ports with Smart Power On (2) DisplayPort 1.4a ports			
EUD	Network 1000Base-SX, LC connector, Wake-On-LAN, PXE			
EUD	Expansion Slots 1x PCIe x16 & 1x PCIe x4			

Cat	Item	Part number	Qty	Spare
EUD	Security Trusted Platform Module (TPM) 2.0 chip on the motherboard// 27600 bytes non-volatile memory located in the TPM module; AES New Instructions (AES-NI) SecureKey, BIOS Guard, OS Guard or equivalent; PnP and BIOS setup/boot password/system configuration protection			
EUD	Lock Kensington lock slot included			
EUD	NS Workstation High Performance			
EUD	Dell Precision 3660 - TEMPEST C		7	1
EUD	Form Factor Tower			
EUD	Microsoft Licences Windows 10 Pro (Includes Windows 11 Pro License)			
EUD	Processor Intel® Core™ i5-12500 processor (18MB Cache, 6 Core (6P+0E), 3.0GHz to 4.6GHz (65W)) TDP			
EUD	Security SafeID including Trusted Platform Module (TPM) 2.0 (FIPs 140-2-Certificate), Smartcard keyboard (FIPS), Microsoft Windows 10 Device Guard and Credential Guard (Enterprise SKU), Microsoft Windows Bitlocker, Local hard disk data erasure via BIOS (secure erase), Self-encrypting storage drives (Opal, FIPS), SafeBIOS: includes Dell off-host BIOS check, BIOS failsafe, BIOS recovery and additional BIOS controls			
EUD	Remote management UEFI Enabled, Intel vPro Out of Band Management Technology			
EUD	Memory 16GB, 2x8GB, DDR5 up to 4400MHz expandable at least 128 GB, 4 x 32 GB, DDR5, 3600 MHz			
EUD	Local storage C1 M.2 SSD 512-GB-SSD, PCIe, NVMe™, Calss 40 (Read: 6770 MB/s // Write: 4389 MB/s)			
EUD	GPU Nvidia GeForce RTX 3060, Base Clock 1320 MHz, Floating-point performance: 12.74 TFLOPS Bus Interface: PCIe 4.0 x16, Recommended Resolutions: 1920x1080 2560x1440 3840x2160 Outputs: 1x HDMI 2.1 3x DisplayPort 1.4a			
EUD	NIC 1000Base-SX, LC connector, Wake-On-LAN, PXE			

Cat	Item	Part number	Qty	Spare
EUD	Ports Front: USB 3.2 Gen 1-Port (5 Gbit/s) with PowerShare USB 3.2-Gen 1-Port (5 Gbit/s) USB 3.2-Gen 2-Port (Typ-C, 10 Gbit/s) USB 3.2-Gen 2x2-Port (Typ-C, 20 Gbit/s) with PowerShare SD Card Reader 4.0 Rear: USB 2.0-Ports (480 Mbit/s) with Smart Power On USB 3.2-Gen 2-Ports (10 Gbit/s) USB 3.2 Gen 2-Ports (Typ C, 10 Gbit/s)			
EUD	Sound Audio-Controller Realtek ALC3246-CG, Audio out (3.5mm jack), Audio-mic combo (3.5mm) jack			
EUD	Power supply and cords 500W Platinum PSU and cord (according to local requirements)			
EUD	Lock Kensington lock socket			
EUD	NS Workstation GIS			
EUD	Dell Precision 5820 1000Base-SX - TEMPEST C		5	1
EUD	Form Factor Tower			
EUD	Microsoft Licences MS Windows 10 Pro OEM 64bit no-media			
EUD	Processor Intel Core i9-10900X			
EUD	Security Trusted Platform Module (TPM) 2.0 (or later) chip on the motherboard AES New Instructions (AES-NI), SecureKey, BIOS Guard, OS Guard or equivalent PnP and BIOS setup/boot password/system configuration protection			
EUD	Memory 32GB			
EUD	Primary Storage Solid State capacity: 512 GB, performance: 560MB/sec sequential read and 530MB/sec sequential write, durability: 600 TBW, in removable flex bay, supported functions: TCG Opal, IEEE-1667, FDE AES-256			
EUD	Secondary storage 8 TB Solid State capacity, performance: 560MB/sec sequential read and 530MB/sec sequential write, durability: 600 TBW, in removable flex bay, supported functions: TCG Opal, IEEE-1667, FDE AES-256			

NATO UNCLASSIFIED
CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
EUD	GPU NVIDIA Quadro P2200 4x Display Port			
EUD	NIC 1000Base-SX, LC connector, Wake-On-LAN, PXE			
EUD	Sound Integrated full duplex sound card			
EUD	Power supply and cords 1x Power adapter and cord (according to local requirements)			
EUD	Ports 1x USB 3.2 Gen 1 Type C 1x USB 3.2 Gen 1 Type C port (DP/PowerDelivery) 6x USB 3.2 Gen 1 Type A ports 2x USB 3.2 Gen 1 Type A port (DP/PowerDelivery)			
EUD	Lock Kensington lock socket			
EUD	NS Workstation monitor			
EUD	24" Monitor Dell P2422H - TEMPEST C	7025SB0067589	323	25
EUD	NS Workstation ancillaries			
EUD	Dell KB216 Multimedia Keyboard - TEMPEST C	7050SB0045085	318	22
EUD	Dell 6 button Laser Mouse - TEMPEST C	7050SB0045086	318	22
EUD	Plantronics Blackwire 3220 - 209745-101 - TEMPEST C	5965SB0065030	318	22
EUD	CAMERA, WEB, POLYCOM STUDIO P5, 1920X1080, 1XUSB 2.0 - TEMPEST C	7050SB0070358	318	22
EUD	Kensington MicroSaver 2.0 Chassis Lock	5340SB0063389	318	22
EUD	Kensington MicroSaver 2.0 Lock Master Key	5999SB0041916	318	22
EUD	Desktop VTC			
EUD	POLY Studio X30 - TAA, No Radios - TEMPEST C	G2200-86615-001	2	
EUD	MONITOR, 24", DELL P2418HT LED, DP/HDMI/USB3.0/VGA, 1920X1080, TOUCHSCREEN, TEMPEST C		2	
CYB	Cyber			
CYB	Gateway Security solution NS			
CYB	SFP+ form factor, LR 10 Gb optical transceiver, long reach 10 km, SMF, duplex LC, IEEE 802.3ae 10GBASE-LR compliant	PAN-SFP-PLUS-LR	10	
CYB	Gateway Security software NS			
CYB	Firemon ANN-SPFM-SMLO: Annual Subscription Software License and Support		2	
CYB	Firemon ANN-SPFM-SMLO-HA: Annual Subscription Software License and Support		2	
CYB	Monitoring solution NS			
CYB	IXIA Vision E10S System AC Chassis with fixed (48) 1G/10G; Includes license for (16) 1G/10G ports and 20Gbps of PacketStack. (991-0180)	SYS-E10S-16P-AC	1	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764		1
CYB	Ixia Vision E10S, enables PacketStack Deduplication feature, perpetual licensed per system (993-0185)	LIC-E10S-DDUP		1
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764		1
CYB	Ixia Vision E10S, enables PacketStack Header stripping feature, perpetual licensed per system (993-0187)	LIC-E10S-STRP		1
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764		1
CYB	Ixia Vision E10S, enables PacketStack Tunneling feature, perpetual licensed per system (993-0188)	LIC-E10S-TUNL		1
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764		1
CYB	Ixia Vision E10S, perpetual Port license for an additional (16) 1G/10G ports (993-0183)	LIC-E10S-16P		1
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764		1
CYB	Ixia, SFP+ 10GBASE SR pluggable optical transceiver, MMF (multimode fiber), 850nm, 300m reach, LC (995-8044)	SFP-PLUS-SR-XCVR		16
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764		16
CYB	IXIA Vision 1G SFP copper transceiver (995-0003)	CGI		0
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764		0
CYB	IXIA Rack Mount Chassis for Flex Taps, 24 Slots, with Slot ID Labels. (955-8186)	RK-FLEX-ID-24		1
CYB	Ixia Flex Tap, fiber, multi-mode 1G/10G/25G/50G, SR, 50um, LC, 70/30 (955-0165)	TPX-10-SR-50-70		4
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764		4
CYB	Ixia PS-Ixia NVS Solution Services (972-4025) (in Europe, 2 days)	972-4025		1
CYB	IXIA Cable Assembly Kit, LC/LC, 1G/10G, MM, 50um	705-0012-001		4
CYB	Full Packet Capture solution NS			
CYB	Warranty for Net Witness S6 (per month)	NW S6 SED Core TP Appl EnhMnt 1Mo		36
CYB	Net Witness Decoder Storage PV HD 96TB	NW-PVHDE96		1
CYB	Warranty for Net Witness Decoder Storage (per month)	NW-PV-A-E1		36
CYB	Net Witness Concentrator Storage PV HP 78TB	NW-PVHPE78		1
CYB	Warranty for Concentrator (per month)	NW S6 SED Core TP Appl EnhMnt 1Mo		36
CYB	Warranty for Concentrator storage (per month)	NW-PV-D-E1		36
CYB	Net Witness T2, 11-50TB/day NetM perTB Perp lic	SA-NETMON-P-T2		1
CYB	Net Witness T2, 11-50TB/day NetM perTB 1Mo	SA-NETMON-P-T2-E1		36
CYB	NCDP Networking NS			
CYB	Catalyst 9300 24-port data only, Network Advantage	C9300-24T-A		2
CYB	SOLN SUPP 8X5XNBD Catalyst 9300 24-port data only, Network	CON-SSSNT-C930024A		2
CYB	C9300 Network Advantage, 24-port license	C9300-NW-A-24		2
CYB	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	S9300UK9-1612		2
CYB	350W AC 80+ platinum Config 1 Power Supply	PWR-C1-350WAC-P		2
CYB	350W AC 80+ platinum Config 1 Secondary Power Supply	PWR-C1-350WAC-P/2		2

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
CYB	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	CAB-C15-CBN	2	
CYB	50CM Type 1 Stacking Cable	STACK-T1-50CM	2	
CYB	Catalyst Stack Power Cable 30 CM	CAB-SPWR-30CM	2	
CYB	C9300 DNA Advantage, 24-Port Term Licenses	C9300-DNA-A-24	2	
CYB	C9300 DNA Advantage, 24-port - 3 Year Term License	C9300-DNA-A-24-3Y	2	
CYB	Catalyst 9300 8 x 10GE Network Module	C9300-NM-8X	2	
CYB	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
CYB	CISCO OPTICAL 10 Gb optical SFP+ SR	SFP-10G-SR	32	
CYB	VPN router NS			
CYB	Juniper SRX-380 VPN Service Gateway (including JUNOS 36 month Licence)	SRX380-P-SYSJB-AC	2	
CYB	Juniper SRX-380 VPN Service Gateway 36 months support	SVC-ND-SRX380JB	2	
CYB	600W AC-source power supply for SRX 380	JPSU-600-AC-AFO	2	
CYB	J-Series Power Cable, EU	CBL-JX-PWR-EU	2	
CYB	Small Form Factor Pluggable 1000Base-SX Gigabit Ethernet Optics	SRX-SFP-1GE-SX	10	
CYB	Juniper compliant optical 10 Gb optical SFP+ SR	SFP-10GE-SR	8	
CYB	Juniper compliant optical 10 Gb optical SFP+ LR	SFP-10GE-LR	8	
	SRX380 rack mount kit	EX-4PST-RMK	2	
CYB	NCDP Server Hardware NS			
CYB	Dell VSAN-RN R7515		2	
CYB	Chassis with up to 24x2.5" Drives	379-BDTF	2	
CYB	NVMe Backplane	379-BDSX	2	
CYB	Dell VSAN-RN R7515	210-AWXP	2	
CYB	All Flash IDM, VSAN-RN R7515	350-BCBB, 350-BCBG	2	
CYB	Trusted Platform Module 2.0	461-AAEM	2	
CYB	2.5" Chassis with up to 24 NVMe Drives	321-BERW	2	
CYB	AMD EPYC 7742 2.25GHz, 64C/128T, 256M Cache (225W) DDR4-3200	338-BSWN	2	
CYB	Standard Heatsink	412-AASE	2	
CYB	Performance Optimized	370-AAIP	2	
CYB	3200MT/s RDIMMs	370-AEVR	2	
CYB	64GB RDIMM, 3200MT/s, Dual Rank	370-AEVP	24	
CYB	BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	2	
CYB	C30, No RAID for NVME chassis	780-BCDO	2	
CYB	No Controller	405-AACD	2	
CYB	No Hard Drive	400-ABHL	2	
CYB	800GB, Enterprise, NVMe, Write Intensive, U2, G4, Intel Optane P5800X with carrier	400-BMUL	2	
CYB	6.4TB Enterprise NVMe Mixed Use AG Drive U.2 Gen4 with carrier	400-BKGI	24	
CYB	UEFI BIOS Boot Mode with GPT Partition	800-BBDM	2	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
CYB	No Additional Mid Fan	384-BBSO	2	
CYB	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	2	
CYB	European Power Cord 220V	450-AAXU	4	
CYB	Riser Config 2, 2 x 16 FH + 2 x 16 LP PCIe slot	330-BBNL	2	
CYB	PowerEdge R7515 Motherboard, with 2 x 1Gb Onboard LOM (BCM5720)MLK	384-BCUN	2	
CYB	OpenManage Enterprise Advanced	528-BIYY	2	
CYB	iDRAC9, Enterprise 15G	385-BBOT	2	
CYB	Broadcom 57416 Dual Port 10 GbE SFP+ Network LOM Mezz Card	540-BBZE	2	
CYB	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	540-BBVK	2	
CYB	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA, PCIe Low Profile	403-BBMB	2	
CYB	PowerEdge 2U Standard Bezel	350-BBWP	2	
CYB	No Quick Sync	350-BBKU	2	
CYB	iDRAC,Legacy Password	379-BCSG	2	
CYB	iDRAC Group Manager, Enabled	379-BCQV	2	
CYB	No Operating System	611-BBBF	2	
CYB	No Media Required	605-BBFN	2	
CYB	OpenManage Integration for VMware vCenter - 1 host increment, 3 year license digitally fulfilled	634-BJBD	2	
CYB	ReadyRails™ Sliding Rails With Cable Management Arm	770-BBBR	2	
CYB	No Systems Documentation, No OpenManage DVD Kit	631-AACK	2	
CYB	PowerEdge R7515 Ship Material	343-BBMU	2	
CYB	PowerEdge R7515 CE,CCC Marking	389-DURZ	2	
CYB	PowerEdge R7515 Shipping EMEA1 (English/French/German/Spanish/Russian/Hebrew)	340-CNWP	2	
CYB	Platinum PSU Configuration	389-EFJU	2	
CYB	No Internal Optical Drive for x10 or greater HDD Chassis	429-AAIQ	2	
CYB	INFO-VSAN READY NODE	821-18369	2	
CYB	Basic Next Business Day 36 Months, 36 Month(s)	709-BBIL	2	
CYB	ProSupport and Next Business Day Onsite Service, 36 Month(s)	865-BBMY	2	
CYB	Keep Your Hard Drive For Enterprise, 36 Month(s)	711-BBIY	2	
CYB	No Installation Service Selected (Contact Sales rep for more details)	683-11870	2	
CYB	Dell compatible OPTICAL 10 Gb optical SFP+ SR	SFP-10GE-SR	12	
CYB	NCDP KVM NS			
CYB	Dell Digital 16 Port KVM Switch	[A7485893] / A7485893	1	
CYB	DMPUIQ-VMCHS Server Interface Pod for VGA,USB keyboard,mouse supporting virtual media,CAC,USB2.0	[A7485901] / A7485901	16	
CYB	DMPUIQ-SRL: Serial Interface Pod for digital switches	[A7485902] / A7485902	1	
CYB	Dell OU mounting bracket for the DMPU and DAV KVMs mounted vertically using square hole racks.	[A7485899] / A7485899	1	
CYB	3 Year Gold DMPU2016 Hardware Maintenance by Avocent	[A7547290] / A7547290	1	
CYB	Dell LED KMM, 18.5", 1U, International English Keyboard - DKMMLED185 - 001	DKMMLED185 - 001	1	

Cat	Item	Part number	Qty	Spare
CYB	Tier 3 Analyst Workstation NS			
CYB	Dell Optiplex 7080 SFF - TEMPEST C		1	
CYB	OptiPlex 7000 Small Form Factor			
CYB	12th Gen Intel® Core™ i5-12500 (18 MB cache, 6 cores, 12 threads, 3.00 GHz to 4.60 GHz Turbo, 65 W)			
CYB	Windows 10 Pro (Windows 11 Pro license included), English, French, Spanish			
CYB	8 GB, 1 x 8 GB, DDR4			
CYB	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35			
CYB	No Additional Hard Drive			
CYB	Intel® Integrated Graphics			
CYB	No Optical Drive			
CYB	No Media Card Reader			
CYB	No Wireless LAN Card (no WiFi enablement)			
CYB	No wireless driver			
CYB	Optional Serial Port			
CYB	240 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze			
CYB	Dell KB216 Wired Keyboard English, US			
CYB	Dell Optical Mouse - MS116 (Black)			
CYB	No Cable Cover			
CYB	No Additional Cable			
CYB	No External Speaker			
CYB	No Stand or Mount			
CYB	Dell Applications Windows 10 & 11 DGR with Dell Optimizer, IRST			
CYB	OS-Windows Media Not Included			
CYB	ENERGY STAR Qualified			
CYB	NO RAID			
CYB	System Power Cord (EU)			
CYB	Safety/Environment and Regulatory Guide (English/French Multi-language)			
CYB	Dell Watchdog Timer			
CYB	Quick Start Guide			
CYB	Print on Demand Label			
CYB	Trusted Platform Module (Discrete TPM Enabled)			
CYB	Shipping Material			
CYB	PowerDVD Software not included			
CYB	Regulatory Label for OptiPlex 7000 SFF 240W			
CYB	M.2 Caddy			
CYB	Intel Core i5 vPro Enterprise Processor Label			
CYB	BTS/BTP Shipment			

NATO UNCLASSIFIED
CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
CYB	7000SFF_1H23_004D/US/BTS			
CYB	Internal Speaker			
CYB	No Additional Network Card Selected (Integrated NIC included)			
CYB	No Additional Video Ports			
CYB	No Additional Add In Cards			
CYB	EPEAT 2018 Registered (Gold)			
CYB	Intel vPro® Enterprise			
CYB	No AutoPilot			
CYB	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis			
CYB	No Microsoft Office License included			
CYB	No anti-virus software			
CYB	Dell SFF server rack mount			
CYB	NCDP Virtualization Software NS			
CYB	Red Hat Enterprise Linux Server, Standard (1 Physical Per Socket Pair or 2 Virtual Nodes) 3 year		11	
CYB	Gateway Security solution NU			
CYB	Palo Alto Networks PA-5410 with redundant AC power supplies	PAN-PA-5410-AC	2	
CYB	SFP+ form factor, 10Gb direct attach twin-ax passive cable with 2 transceiver ends and 5m of cable permanently bonded as an assembly, IEEE 802.3ae 10GBASE-CR compliant	PAN-SFP-PLUS-CU-5M	2	
CYB	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	PAN-SFP-PLUS-SR	24	
CYB	Palo Alto Networks PA-5450 4 post rack mount kit, spare only (1 is included with base system)	PAN-PA-5450-RACK4	2	
CYB	Premium support 3 year, PA-5410	PAN-SVC-PREM-5410-3YR	2	
CYB	PA-5410, Threat prevention subscription, for one (1) device in an HA pair, 3 year (36 months) term. Recommended for air gapped/closed environments.	PAN-PA-5410-TP-HA2	2	
CYB	SFP+ form factor, LR 10 Gb optical transceiver, long reach 10 km, SMF, duplex LC, IEEE 802.3ae 10GBASE-LR compliant	PAN-SFP-PLUS-LR	10	
CYB	Gateway Security software NU			
CYB	Firemon ANN-SPFM-SMLO: Annual Subscription Software License and Support		2	
CYB	Firemon ANN-SPFM-SMLO-HA: Annual Subscription Software License and Support		2	
CYB	Monitoring solution NU			
CYB	IXIA Vision E10S System AC Chassis with fixed (48) 1G/10G; Includes license for (16) 1G/10G ports and 20Gbps of PacketStack. (991-0180)	SYS-E10S-16P-AC	1	
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764	1	
CYB	Ixia Vision E10S, enables PacketStack Deduplication feature, perpetual licensed per system (993-0185)	LIC-E10S-DDUP	1	
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764	1	
CYB	Ixia Vision E10S, enables PacketStack Header stripping feature, perpetual licensed per system (993-0187)	LIC-E10S-STRP	1	
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764	1	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
CYB	Ixia Vision E10S, enables PacketStack Tunneling feature, perpetual licensed per system (993-0188)	LIC-E10S-TUNL	1	
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764	1	
CYB	Ixia Vision E10S, perpetual Port license for an additional (16) 1G/10G ports (993-0183)	LIC-E10S-16P	1	
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764	1	
CYB	Ixia, SFP+ 10GBASE SR pluggable optical transceiver, MMF (multimode fiber), 850nm, 300m reach, LC (995-8044)	SFP-PLUS-SR-XCVR	16	
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764	16	
CYB	IXIA Vision 1G SFP copper transceiver (995-0003)	CGI	8	
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764	8	
CYB	IXIA Rack Mount Chassis for Flex Taps, 24 Slots, with Slot ID Labels. (955-8186)	RK-FLEX-ID-24	1	
CYB	Ixia Flex Tap, fiber, multi-mode 1G/10G/25G/50G, SR, 50um, LC, 70/30 (955-0165)	TPX-10-SR-50-70	4	
CYB	Ixia NVS Basic to Essential Upgrade-EMEA/APAC/LAR (909-0764)	909-0764	4	
CYB	Ixia PS-Ixia NVS Solution Services (972-4025) (in Europe, 2 days)	972-4025	1	
CYB	IXIA Cable Assembly Kit, LC/LC, 1G/10G, MM, 50um	705-0012-001	4	
CYB	Full Packet Capture solution NU			
CYB	Net Witness S6 Network Decoder	NW-S6E-CORE_NL	1	
CYB	Warranty for S6 (per month)	NW S6 SED Core TP Appl EnhMnt 1Mo	36	
CYB	Net Witness Decoder Storage PV HD 96TB	NW-PVHDE96	1	
CYB	Warranty for Decoder Storage (per month)	NW-PV-A-E1	36	
CYB	NW S6 Ntwk Concentrator	NW-S6E-CORE_NL	1	
CYB	Warranty for Concentrator (per month)	NW S6 SED Core TP Appl EnhMnt 1Mo	36	
CYB	Net Witness Concentrator Storage PV HP 78TB	NW-PVHPE78	1	
CYB	Warranty for Concentrator storage (per month)	NW-PV-D-E1	36	
CYB	NW T2, 11-50TB/day NetM perTB Perp lic	SA-NETMON-P-T2	1	
CYB	NW T2, 11-50TB/day NetM perTB 1Mo	SA-NETMON-P-T2-E1	36	
CYB	NCDP Networking NU			
CYB	Catalyst 9300 24-port data only, Network Advantage	C9300-24T-A	2	
CYB	SOLN SUPP 8X5XNBD Catalyst 9300 24-port data only, Network	CON-SSSNT-C930024A	2	
CYB	C9300 Network Advantage, 24-port license	C9300-NW-A-24	2	
CYB	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	S9300UK9-1612	2	
CYB	350W AC 80+ platinum Config 1 Power Supply	PWR-C1-350WAC-P	2	
CYB	350W AC 80+ platinum Config 1 Secondary Power Supply	PWR-C1-350WAC-P/2	2	
CYB	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	CAB-C15-CBN	2	
CYB	50CM Type 1 Stacking Cable	STACK-T1-50CM	2	
CYB	Catalyst Stack Power Cable 30 CM	CAB-SPWR-30CM	2	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
CYB	C9300 DNA Advantage, 24-Port Term Licenses	C9300-DNA-A-24	2	
CYB	C9300 DNA Advantage, 24-port - 3 Year Term License	C9300-DNA-A-24-3Y	2	
CYB	Catalyst 9300 8 x 10GE Network Module	C9300-NM-8X	2	
CYB	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
CYB	CISCO OPTICAL 10 Gb optical SFP+ SR	SFP-10G-SR	16	
CYB	VPN router NU			
CYB	Juniper SRX-380 VPN Service Gateway (including JUNOS 36 month Licence)	SRX380-P-SYSJB-AC	2	
CYB	Juniper SRX-380 VPN Service Gateway 36 months support	SVC-ND-SRX380JB	2	
CYB	600W AC-source power supply for SRX 380	JPSU-600-AC-AFO	2	
CYB	J-Series Power Cable, EU	CBL-JX-PWR-EU	2	
CYB	Small Form Factor Pluggable 1000Base-SX Gigabit Ethernet Optics	SRX-SFP-1GE-SX	10	
CYB	Juniper compliant optical 10 Gb optical SFP+ SR	SFP-10GE-SR	8	
CYB	Juniper compliant optical 10 Gb optical SFP+ LR	SFP-10GE-LR	8	
	SRX380 rack mount kit	EX-4PST-RMK	2	
CYB	NCDP Server Hardware NU			
CYB	Dell VSAN-RN R7515		2	
CYB	Chassis with up to 24x2.5" Drives	379-BDTF	2	
CYB	NVMe Backplane	379-BDSX	2	
CYB	Dell VSAN-RN R7515	210-AWXP	2	
CYB	All Flash IDM, VSAN-RN R7515	350-BCBB, 350-BCBG	2	
CYB	Trusted Platform Module 2.0	461-AAEM	2	
CYB	2.5" Chassis with up to 24 NVMe Drives	321-BERW	2	
CYB	AMD EPYC 7742 2.25GHz, 64C/128T, 256M Cache (225W) DDR4-3200	338-BSWN	2	
CYB	Standard Heatsink	412-AASE	2	
CYB	Performance Optimized	370-AAIP	2	
CYB	3200MT/s RDIMMs	370-AEVR	2	
CYB	64GB RDIMM, 3200MT/s, Dual Rank, 16Gb	370-AEVP	24	
CYB	BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	2	
CYB	C30, No RAID for NVME chassis	780-BCDO	2	
CYB	No Controller	405-AACD	2	
CYB	No Hard Drive	400-ABHL	2	
CYB	800GB, Enterprise, NVMe, Write Intensive, U2, G4, Intel Optane P5800X with carrier	400-BMUL	4	
CYB	6.4TB Enterprise NVMe Mixed Use AG Drive U.2 Gen4 with carrier	400-BKGI	24	
CYB	UEFI BIOS Boot Mode with GPT Partition	800-BBDM	2	
CYB	No Additional Mid Fan	384-BBSO	2	
CYB	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	2	
CYB	European Power Cord 220V	450-AAXU	4	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
CYB	Riser Config 2, 2 x 16 FH + 2 x 16 LP PCIe slot	330-BBNL	2	
CYB	PowerEdge R7515 Motherboard, with 2 x 1Gb Onboard LOM (BCM5720)MLK	384-BCUN	2	
CYB	OpenManage Enterprise Advanced	528-BIYY	2	
CYB	iDRAC9, Enterprise 15G	385-BBOT	2	
CYB	Broadcom 57416 Dual Port 10 GbE SFP+ Network LOM Mezz Card	540-BBZE	2	
CYB	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	540-BBVK	2	
CYB	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA, PCIe Low Profile	403-BBMB	2	
CYB	PowerEdge 2U Standard Bezel	350-BBWP	2	
CYB	No Quick Sync	350-BBKU	2	
CYB	iDRAC,Legacy Password	379-BCSG	2	
CYB	iDRAC Group Manager, Enabled	379-BCQV	2	
CYB	No Operating System	611-BBBF	2	
CYB	No Media Required	605-BBFN	2	
CYB	OpenManage Integration for VMware vCenter - 1 host increment, 3 year license digitally fulfilled	634-BJBD	2	
CYB	ReadyRails™ Sliding Rails With Cable Management Arm	770-BBBR	2	
CYB	No Systems Documentation, No OpenManage DVD Kit	631-AACK	2	
CYB	PowerEdge R7515 Ship Material	343-BBMU	2	
CYB	PowerEdge R7515 CE,CCC Marking	389-DURZ	2	
CYB	PowerEdge R7515 Shipping EMEA1 (English/French/German/Spanish/Russian/Hebrew)	340-CNWP	2	
CYB	Platinum PSU Configuration	389-EFJU	2	
CYB	No Internal Optical Drive for x10 or greater HDD Chassis	429-AAIQ	2	
CYB	INFO-VSAN READY NODE	821-18369	2	
CYB	Basic Next Business Day 36 Months, 36 Month(s)	709-BBIL	2	
CYB	ProSupport and Next Business Day Onsite Service, 36 Month(s)	865-BBMY	2	
CYB	Keep Your Hard Drive For Enterprise, 36 Month(s)	711-BBIY	2	
CYB	No Installation Service Selected (Contact Sales rep for more details)	683-11870	2	
CYB	Dell compatible OPTICAL 10 Gb optical SFP+ SR	SFP-10GE-SR	12	
CYB	NCDP KVM NU			
CYB	Dell Digital 16 Port KVM Switch	[A7485893] / A7485893	1	
CYB	DMPUIQ-VMCHS Server Interface Pod for VGA,USB keyboard,mouse supporting virtual media,CAC,USB2.0	[A7485901] / A7485901	16	
CYB	DMPUIQ-SRL: Serial Interface Pod for digital switches	[A7485902] / A7485902	1	
CYB	Dell 0U mounting bracket for the DMPU and DAV KVMs mounted vertically using square hole racks.	[A7485899] / A7485899	1	
CYB	3 Year Gold DMPU2016 Hardware Maintenance by Avocent	[A7547290] / A7547290	1	
CYB	Dell LED KMM, 18.5", 1U, International English Keyboard - DKMMLED185 - 001	DKMMLED185 - 001	1	
CYB	Tier 3 Analyst Workstation NU			
CYB	Dell Optiplex 7080 SFF		1	
CYB	OptiPlex 7000 Small Form Factor			

Cat	Item	Part number	Qty	Spare
CYB	12th Gen Intel® Core™ i5-12500 (18 MB cache, 6 cores, 12 threads, 3.00 GHz to 4.60 GHz Turbo, 65 W)			
CYB	Windows 10 Pro (Windows 11 Pro license included), English, French, Spanish			
CYB	8 GB, 1 x 8 GB, DDR4			
CYB	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35			
CYB	No Additional Hard Drive			
CYB	Intel® Integrated Graphics			
CYB	No Optical Drive			
CYB	No Media Card Reader			
CYB	Intel Wi-Fi-6E 2x2 AX211 Bluetooth 5.2 Wireless Card with Internal Antenna			
CYB	Wireless Driver, Intel AX211			
CYB	Optional Serial Port			
CYB	240 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze			
CYB	Dell KB216 Wired Keyboard English, US			
CYB	Dell Optical Mouse - MS116 (Black)			
CYB	No Cable Cover			
CYB	No Additional Cable			
CYB	No External Speaker			
CYB	No Stand or Mount			
CYB	Dell Applications Windows 10 & 11 DGR with Dell Optimizer, IRST			
CYB	OS-Windows Media Not Included			
CYB	ENERGY STAR Qualified			
CYB	NO RAID			
CYB	System Power Cord (EU)			
CYB	Safety/Environment and Regulatory Guide (English/French Multi-language)			
CYB	Dell Watchdog Timer			
CYB	Quick Start Guide			
CYB	Print on Demand Label			
CYB	Trusted Platform Module (Discrete TPM Enabled)			
CYB	Shipping Material			
CYB	PowerDVD Software not included			
CYB	Regulatory Label for OptiPlex 7000 SFF 240W			
CYB	M.2 Caddy			
CYB	Intel Core i5 vPro Enterprise Processor Label			
CYB	BTS/BTP Shipment			
CYB	7000SFF_1H23_004D/US/BTS			
CYB	Internal Speaker			
CYB	No Additional Network Card Selected (Integrated NIC included)			

NATO UNCLASSIFIED
CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
CYB	No Additional Video Ports			
CYB	No Additional Add In Cards			
CYB	EPEAT 2018 Registered (Gold)			
CYB	Intel vPro® Enterprise			
CYB	No AutoPilot			
CYB	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis			
CYB	No Microsoft Office License included			
CYB	No anti-virus software			
CYB	Dell SFF server rack mount			
CYB	NCDP Virtualization Software NS			
CYB	Red Hat Enterprise Linux Server, Standard (1 Physical Per Socket Pair or 2 Virtual Nodes) 3 year		11	
CYB	Tier 2 uplift			
CYB	Dell Controller DD6900 NFS CIFS[PowerProtect DD6900]		1	
CYB	<i>Components</i>			
CYB	SYSTEM DD6900 NFS CIFS	321-BEYX	1	
CYB	DD 1.92TB internal Cache SSD	400-BHKT	2	
CYB	DD 10GBASE-T IO MODULE 4PORT NDC	406-BBPC	1	
CYB	DD 12G 4 port SAS HBA	406-BBPF	2	
CYB	DD 10GSFP IO MODULE 4Port Full Height	406-BBPD	2	
CYB	XCVR 10GbE SR SFP	407-BCHR	4	
CYB	DD 3M SAS HD FLEX	470-ADZE	1	
CYB	ProSupport Plus Mission Critical Operating Environment Software Support Maintenance, 60 Month(s)	487-BBNY	1	
CYB	Education Services - Dell EMC Proven Professional Exam Voucher Expire1YR	423-10139	1	
CYB	DD6900 Field Install kit	750-ABNU	1	
CYB	LICENSE BASE DD OE =IA	528-BYIF	1	
CYB	<i>Software</i>			
CYB	DD OS 7.2=IA	619-APHZ	1	
CYB	<i>Service</i>			
CYB	ProDeploy Plus for PowerProtect Data Domain 6XXX 9XXX	683-23696	1	
CYB	ProDeploy Plus for PowerProtect Data Domain 6XXX 9XXX Deployment Verification	683-23697	1	
CYB	Education Services - PowerProtect DD Systems Admin Instructor Led Training	423-10095	1	
CYB	Parts Only Warranty 12 Months, 12 Month(s)	709-BBNH	1	
CYB	ProSupport Plus and 4Hr Mission Critical Initial, 12 Month(s)	199-BBBF	1	
CYB	ProSupport Plus and 4Hr Mission Critical Extension, 48 Month(s)	199-BBBG	1	
CYB	DD DS60 SHELF Field[PowerProtect DD 4TB DS60 - 120TB]		1	
CYB	<i>Components</i>			
CYB	HDD 12G DISK PK 15X4TB SAS FL DS60	400-BMDQ	1	

Cat	Item	Part number	Qty	Spare
CYB	ProSupport Plus Mission Critical DD New 1TB Software Support Maintenance, 60 months	487-BBNI	60	
CYB	ProSupport Plus Mission Critical DD Boost 1TB Software Support Maintenance, 60 months	487-BBMZ	60	
CYB	ProSupport Plus Mission Critical DD Replication 1TB Software Support, Maintenance, 60 Month(s)	487-BBNE	60	
CYB	DD New Software 1TB Raw=CB	528-BYIR	60	
CYB	DS60 4TB Active 1TB Raw=CB	528-CQOF	60	
CYB	DD Boost Software 1TB Raw=CB	528-BYIS	60	
CYB	DD Replication Software 1TB Raw=CB	528-BYIT	60	
CYB	Service			
CYB	<i>ProSupport PLUS Mission Critical DD Raw DS60 4TB Active 1TB Sftwr Spt-Maint, 60 Month(s)</i>	487-BHRY	60	
CYB	ProDeploy Plus for DSXX	683-23660	1	
CYB	ProDeploy Plus for DSXX Deployment Verification	683-23661	1	
CYB	Parts Only Warranty 12 Months, 12 Month(s)	709-BBNH	1	
CYB	ProSupport Plus and 4Hr Mission Critical Initial, 12 Month(s)	199-BBBF	1	
CYB	ProSupport Plus and 4Hr Mission Critical Extension, 48 Month(s)	199-BBBG	1	
CYB	DD Spare Base[DD6900 FC Card]	210-BCLU	1	
CYB	UPG 16GBIT FC IO Module 4PORT	406-BBQH	1	
CYB	XCVR 16GFC SFP	407-BCHS	4	
NS	NS distribution			
NS	NS DC Layer			
NS	Nexus 9300 with 28p 100G and 8p 400G	N9K-C93600CD-GX	2	
NS	SNTC-24X7X4 Nexus 9300 with 28p 100G and 8p 400G	CON-SNTP-N9KC936G	2	
NS	Dummy PID for Airflow Selection Port-side Exhaust	NXK-AF-PE	2	
NS	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	NXK-ACC-KIT-1RU	2	
NS	Nexus Fan, 35CFM, port side exhaust airflow	NXA-FAN-35CFM-PE	12	
NS	Nexus AC 1100W PSU - Port Side Exhaust	NXA-PAC-1100W-PE2	4	
NS	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	CAB-C13-CBN	4	
NS	OPT OUT FOR "Default" DCN Subscription Selection	C1-SUBS-OPTOUT	2	
NS	Dummy PID for mode selection	MODE-NXOS	2	
NS	Nexus 9500, 9300 Base NX-OS Software Rel 10.2.1(64-bit)	NXOS-64-10.2.1F	2	
NS	10GBASE-SR SFP Module	SFP-10G-SR=	20	
NS	10GBASE-LR SFP Module	SFP-10G-LR=	12	
NS	NS Core Layer			
NS	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	C9500-48Y4C-A	2	
NS	Cisco pluggable SSD storage	C9K-F1-SSD-BLANK	2	
NS	Catalyst 9500 Type 4 front to back cooling Fan	C9K-T1-FANTRAY	4	
NS	C9500 Network Stack, Advantage	C9500-NW-A	2	
NS	Cisco Catalyst 9500H XE.17.5 UNIVERSAL	SC9500HUK9-175	2	

Cat	Item	Part number	Qty	Spare
NS	No SSD Card Selected	C9500-SSD-NONE	2	
NS	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R	2	
NS	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R/2	2	
NS	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	CAB-C13-C14-2M	4	
NS	C9500 DNA Advantage, Term License	C9500-DNA-48Y4C-A	2	
NS	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	6	
NS	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
NS	10GBASE-SR SFP Module	SFP-10G-SR=	16	
NS	10GBASE-LR SFP Module	SFP-10G-LR=	12	
NS	SOLN SUPP 8X5XNBD Catalyst 9500 48-port 25/100G only, Adv	CON-SSSNT-C9504YA4	2	
NS	SOLN SUPP SW SUBC9500 DNA Advantage	CON-SSTCM-C9524QA	2	
NS	Cisco Catalyst 9500 DNA Advantage 3 Year License	C9500-DNA-A-3Y	2	
NS	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	6	
NS	NS Distribution layer			
NS	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	C9500-24Y4C-A	2	
NS	SNTC-24X7X4 Catalyst 9500 24-port 25/100G only, Adv	CON-SNTP-C95024YA	2	
NS	C9500 Network Stack, Advantage	C9500-NW-A	2	
NS	UNIVERSAL	S9500UK9-169	2	
NS	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R	2	
NS	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R/2	2	
NS	Power Cord, 250VAC 10A CEE 7/7 Plug, EU	CAB-9K10A-EU	4	
NS	Cisco pluggable SSD storage	C9K-F1-SSD-BLANK	2	
NS	Catalyst 9500 Type 4 front to back cooling Fan	C9K-T1-FANTRAY	4	
NS	C9500 DNA Premier, 24Y4C Port , Term License	C9500-DNA-24Y4C-P	2	
NS	C9500 DNA Premier 12Q/16X / 24Y4C 3Year Term License	C9500-DNA-L-P-3Y	2	
NS	ISE BASE Term License	ISE-BASE-T	50	
NS	ISE BASE Tracker Term 3Y	ISE-BASE-TRK-3Y	50	
NS	ISE PLS Term License	ISE-PLS-T	50	
NS	ISE PLS Tracker Term 3Y	ISE-PLS-TRK-3Y	50	
NS	StealthWatch 1 FPS Term License	SWATCH-T	200	
NS	ISE BASE Tracker Term 3Y	SWATCH-TRK-3Y	200	
NS	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	6	
NS	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	6	
NS	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
NS	10GBASE-SR SFP Module	SFP-10G-SR=	0	
NS	10GBASE-LR SFP Module	SFP-10G-LR=	8	
NS	NS Access Layer			

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
NS	Catalyst 9300 48 GE SFP Ports, modular uplink Switch	C9300-48S-A	24	
NS	C9300 Network Advantage, 48-port license	C9300-NW-A-48	24	
NS	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	S9300UK9-1612	24	
NS	715W AC 80+ platinum Config 1 Power Supply	PWR-C1-715WAC-P	24	
NS	715W AC 80+ platinum Config 1 SecondaryPower Supply	PWR-C1-715WAC-P/2	24	
NS	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	CAB-C15-CBN	48	
NS	Catalyst 9300 8 x 10GE Network Module	C9300-NM-8X	24	
NS	50CM Type 1 Stacking Cable	STACK-T1-50CM	24	
NS	1M Type 1 Stacking Cable	STACK-T1-1M	12	
NS	Catalyst Stack Power Cable 30 CM	CAB-SPWR-30CM	0	
NS	Catalyst Stack Power Cable 150 CM	CAB-SPWR-150CM	0	
NS	C9300 DNA Advantage, 48-Port Fiber Term Licenses	C9300-DNA-A-48S	24	
NS	Cisco ThousandEyes Enterprise Agent IBN Embedded	TE-EMBEDDED-T	24	
NS	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	24	
NS	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	24	
NS	1000BASE-T SFP transceiver module for Category 5 copper wire	GLC-TE=	8	
NS	100BASE-FX SFP for GE SFP port on 3750,3560.2970,2960	GLC-GE-100FX=	0	
NS	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	550	
NS	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	8	
NS	10GBASE-SR SFP Module	SFP-10G-SR=	0	
NS	10GBASE-LR SFP Module	SFP-10G-LR=	40	
NS	SOLN SUPP 8X5XNBD Catalyst 9300 48 GE SFP Ports, modular u	CON-SSSNT-C93004SA	24	
NS	SOLN SUPP SW SUBC9300 DNA Advantage	CON-SSTCM-C93A48S	24	
NS	C9300 DNA Advantage, 48-Port Fiber, 3 Year Term License	C9300-DNA-A-48S-3Y	24	
NS	ThousandEyes - Enterprise Agents	TE-EMBEDDED-T-3Y	24	
NS	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	24	
NS	NS External SW			
NS	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	C9500-24Y4C-A	2	
NS	SNTC-24X7X4 Catalyst 9500 24-port 25/100G only, Adva	CON-SNTP-C95024YA	2	
NS	C9500 Network Stack, Advantage	C9500-NW-A	2	
NS	UNIVERSAL	S9500UK9-169	2	
NS	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R	2	
NS	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R/2	2	
NS	Power Cord, 250VAC 10A CEE 7/7 Plug, EU	CAB-9K10A-EU	4	
NS	Cisco pluggable SSD storage	C9K-F1-SSD-BLANK	2	
NS	Catalyst 9500 Type 4 front to back cooling Fan	C9K-T1-FANTRAY	4	
NS	C9500 DNA Premier, 24Y4C Port , Term License	C9500-DNA-24Y4C-P	2	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
NS	C9500 DNA Premier 12Q/16X / 24Y4C 3Year Term License	C9500-DNA-L-P-3Y	2	
NS	ISE BASE Term License	ISE-BASE-T	50	
NS	ISE BASE Tracker Term 3Y	ISE-BASE-TRK-3Y	50	
NS	ISE PLS Term License	ISE-PLS-T	50	
NS	ISE PLS Tracker Term 3Y	ISE-PLS-TRK-3Y	50	
NS	StealthWatch 1 FPS Term License	SWATCH-T	200	
NS	ISE BASE Tracker Term 3Y	SWATCH-TRK-3Y	200	
NS	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	6	
NS	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	6	
NS	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
NS	10GBASE-SR SFP Module	SFP-10G-SR=	20	
NS	10GBASE-LR SFP Module	SFP-10G-LR=	20	
NS	NS DSMS			
NS	Catalyst 9300 24-port data only, Network Advantage	C9300-24T-A	3	
NS	C9300 Network Advantage, 24-port license	C9300-NW-A-24	3	
NS	Cisco Catalyst 9300 XE 17.5 UNIVERSAL UNIVERSAL	SC9300UK9-175	3	
NS	350W AC 80+ platinum Config 1 Power Supply	PWR-C1-350WAC-P	3	
NS	350W AC 80+ platinum Config 1 Secondary Power Supply	PWR-C1-350WAC-P/2	3	
NS	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	CAB-C15-CBN	6	
NS	No SSD Card Selected	C9300-SSD-NONE	3	
NS	No Stack Cable Selected	C9300-STACK-NONE	3	
NS	No Stack Power Cable Selected	C9300-SPWR-NONE	3	
NS	TE agent for IOSXE on C9K	TE-C9K-SW	3	
NS	C9300 DNA Advantage, 24-port Term Licenses	C9300-DNA-A-24	3	
NS	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	3	
NS	Cisco DNA Spaces Extend Term License for Catalyst Switches	D-DNAS-EXT-S-T	3	
NS	Cisco ThousandEyes Enterprise Agent IBN Embedded	TE-EMBEDDED-T	3	
NS	Catalyst 9300 4 x 1GE Network Module	C9300-NM-4G	3	
NS	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	3	
NS	SOLN SUPP 8X5XNBD Catalyst 9300 24-port data only, Network	CON-SSSNT-C93002TA	3	
NS	SOLN SUPP SW SUBC9300 DNA Advantage	CON-SSTCM-C93A24	3	
NS	C9300 DNA Advantage, 24-Port, 3 Year Term License	C9300-DNA-A-24-3Y	3	
NS	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	3	
NS	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	D-DNAS-EXT-S-3Y	3	
NS	ThousandEyes - Enterprise Agents	TE-EMBEDDED-T-3Y	3	
NS	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	3	
NS	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	3	

Cat	Item	Part number	Qty	Spare
NS	RECN-NS			
NS	Cisco Catalyst C8200-1N-4T Router	C8200-1N-4T	3	
NS	Cisco Catalyst 8200 Edge 16GB memory	MEM-C8200-16GB	3	
NS	Cisco Catalyst 8000 Edge M.2 USB 16GB	M2USB-16G	3	
NS	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	3	
NS	Cisco Catalyst 8000 Edge RFID - 1RU	C-RFID-1R	3	
NS	U.S. Export Restriction Compliance license for C8000 series	C8000-HSEC	3	
NS	Cisco Catalyst 8200 Rack mount kit - 19" 1R	C8200-RM-19-1R	3	
NS	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	3	
NS	Cisco Catalyst 8200 Edge NIM Blank	C8200-NIM-BLANK	3	
NS	Cisco Catalyst 8200 Edge PIM Blank	C8200-PIM-BLANK	3	
NS	TE agent for IOSXE on Enterprise Routing	TE-R-SW	3	
NS	IOS XE Autonomous boot up mode for Unified image	IOSXE-AUTO-MODE	3	
NS	UNIVERSAL	SC8KBEUK9-176	3	
NS	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD	12	
NS	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD	12	
NS	Cisco DNA Advantage On-Prem Lic 3Y - upto 1G (Aggr, 2G)	DNA-P-T2-A-3Y	3	
NS	Solution Support for SW - DNA Advantage OnPrem Lic, T2, 3Y	SVS-PDNA-T2-A3Y	3	
NS	Cisco DNA Advantage Stack - upto 1G (Aggr, 2G)	DSTACK-T2-A	3	
NS	Cisco Network Advantage Stack - upto 1G (Aggr, 2G)	NWSTACK-T2-A	3	
NS	Cisco Umbrella for DNA Advantage	SDWAN-UMB-ADV	3	
NS	Cisco DNA Center On Prem Deployment Option for WAN	DNAC-ONPREM-PF	3	
NS	SOLN SUPP 24X7X4 Cisco Catalyst C8200	CON-SSSNP-C82001N4	3	
NU	NU distribution			
NU	NU DC Layer			
NU	Nexus 9300 with 28p 100G and 8p 400G	N9K-C93600CD-GX	2	
NU	SNTC-24X7X4 Nexus 9300 with 28p 100G and 8p 400G	CON-SNTP-N9KC936G	2	
NU	Dummy PID for Airflow Selection Port-side Exhaust	NXK-AF-PE	2	
NU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	NXK-ACC-KIT-1RU	2	
NU	Nexus Fan, 35CFM, port side exhaust airflow	NXA-FAN-35CFM-PE	12	
NU	Nexus AC 1100W PSU - Port Side Exhaust	NXA-PAC-1100W-PE2	4	
NU	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	CAB-C13-CBN	4	
NU	OPT OUT FOR "Default" DCN Subscription Selection	C1-SUBS-OPTOUT	2	
NU	Dummy PID for mode selection	MODE-NXOS	2	
NU	Nexus 9500, 9300 Base NX-OS Software Rel 10.2.1(64-bit)	NXOS-64-10.2.1F	2	
NU	10GBASE-SR SFP Module	SFP-10G-SR=	20	
NU	10GBASE-LR SFP Module	SFP-10G-LR=	12	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
NU	10GBASE-SR SFP Module	SFP-10G-SR=	24	
NU	40GBASE-CR4 Passive Copper Cable, 1m	QSFP-H40G-CU1M	12	
NU	NU Core Layer			
NU	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	C9500-48Y4C-A	2	
NU	Cisco pluggable SSD storage	C9K-F1-SSD-BLANK	2	
NU	Catalyst 9500 Type 4 front to back cooling Fan	C9K-T1-FANTRAY	4	
NU	C9500 Network Stack, Advantage	C9500-NW-A	2	
NU	Cisco Catalyst 9500H XE.17.5 UNIVERSAL	SC9500HUK9-175	2	
NU	No SSD Card Selected	C9500-SSD-NONE	2	
NU	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R	2	
NU	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R/2	2	
NU	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	CAB-C13-C14-2M	4	
NU	C9500 DNA Advantage, Term License	C9500-DNA-48Y4C-A	2	
NU	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	6	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
NU	10GBASE-SR SFP Module	SFP-10G-SR=	16	
NU	10GBASE-LR SFP Module	SFP-10G-LR=	12	
NU	SOLN SUPP 8X5XNBD Catalyst 9500 48-port 25/100G only, Adva	CON-SSSNT-C9504YA4	2	
NU	SOLN SUPP SW SUBC9500 DNA Advantage	CON-SSTCM-C9524QA	2	
NU	Cisco Catalyst 9500 DNA Advantage 3 Year License	C9500-DNA-A-3Y	2	
NU	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	6	
NU	NU Distribution layer			
NU	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	C9500-24Y4C-A	2	
NU	SNTC-24X7X4 Catalyst 9500 24-port 25/100G only, Adva	CON-SNTP-C95024YA	2	
NU	C9500 Network Stack, Advantage	C9500-NW-A	2	
NU	UNIVERSAL	S9500UK9-169	2	
NU	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R	2	
NU	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R/2	2	
NU	Power Cord, 250VAC 10A CEE 7/7 Plug, EU	CAB-9K10A-EU	4	
NU	Cisco pluggable SSD storage	C9K-F1-SSD-BLANK	2	
NU	Catalyst 9500 Type 4 front to back cooling Fan	C9K-T1-FANTRAY	4	
NU	C9500 DNA Premier, 24Y4C Port , Term License	C9500-DNA-24Y4C-P	2	
NU	C9500 DNA Premier 12Q/16X / 24Y4C 3Year Term License	C9500-DNA-L-P-3Y	2	
NU	ISE BASE Term License	ISE-BASE-T	50	
NU	ISE BASE Tracker Term 3Y	ISE-BASE-TRK-3Y	50	
NU	ISE PLS Term License	ISE-PLS-T	50	
NU	ISE PLS Tracker Term 3Y	ISE-PLS-TRK-3Y	50	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
NU	StealthWatch 1 FPS Term License	SWATCH-T	200	
NU	ISE BASE Tracker Term 3Y	SWATCH-TRK-3Y	200	
NU	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	6	
NU	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	6	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
NU	10GBASE-SR SFP Module	SFP-10G-SR=	0	
NU	10GBASE-LR SFP Module	SFP-10G-LR=	8	
NU	NU Access Layer			
NU	Catalyst 9300 48-port PoE+, Network Advantage	C9300-48P-A	32	
NU	C9300 Network Advantage, 48-port license	C9300-NW-A-48	32	
NU	Cisco Catalyst 9300 XE 17.5 UNIVERSAL UNIVERSAL	SC9300UK9-175	32	
NU	715W AC 80+ platinum Config 1 Power Supply	PWR-C1-715WAC-P	32	
NU	715W AC 80+ platinum Config 1 SecondaryPower Supply	PWR-C1-715WAC-P/2	32	
NU	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	CAB-C15-CBN	64	
NU	No SSD Card Selected	C9300-SSD-NONE	32	
NU	50CM Type 1 Stacking Cable	STACK-T1-50CM	28	
NU	100CM Type 1 Stacking Cable	STACK-T1-1M	6	
NU	No Stack Power Cable Selected	C9300-SPWR-NONE	32	
NU	TE agent for IOSXE on C9K	TE-C9K-SW	32	
NU	C9300 DNA Advantage, 48-Port Term Licenses	C9300-DNA-A-48	32	
NU	Cisco DNA Premier Add-On Session Opt Out (No Fulfillment)	C1-ADD-OPTOUT	32	
NU	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	32	
NU	Cisco DNA Spaces Extend Term License for Catalyst Switches	D-DNAS-EXT-S-T	32	
NU	Cisco ThousandEyes Enterprise Agent IBN Embedded	TE-EMBEDDED-T	32	
NU	Catalyst 9300 8 x 10GE Network Module	C9300-NM-8X	32	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	32	
NU	1000BASE-T SFP transceiver module for Category 5 copper wire	GLC-TE=	0	
NU	100BASE-FX SFP for GE SFP port on 3750,3560.2970,2960	GLC-GE-100FX=	0	
NU	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	24	
NU	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	10	
NU	10GBASE-SR SFP Module	SFP-10G-SR=	18	
NU	10GBASE-LR SFP Module	SFP-10G-LR=	42	
NU	SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	CON-SSSNT-C93004PA	32	
NU	SOLN SUPP SW SUBC9300 DNA Advantage	CON-SSTCM-C93A48	32	
NU	C9300 DNA Advantage, 48-Port, 3 Year Term License	C9300-DNA-A-48-3Y	32	
NU	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	32	
NU	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	D-DNAS-EXT-S-3Y	32	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
NU	ThousandEyes - Enterprise Agents	TE-EMBEDDED-T-3Y	32	
NU	NU External SW			
NU	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	C9500-24Y4C-A	2	
NU	SNTC-24X7X4 Catalyst 9500 24-port 25/100G only, Adva	CON-SNTP-C95024YA	2	
NU	C9500 Network Stack, Advantage	C9500-NW-A	2	
NU	UNIVERSAL	S9500UK9-169	2	
NU	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R	2	
NU	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R/2	2	
NU	Power Cord, 250VAC 10A CEE 7/7 Plug, EU	CAB-9K10A-EU	4	
NU	Cisco pluggable SSD storage	C9K-F1-SSD-BLANK	2	
NU	Catalyst 9500 Type 4 front to back cooling Fan	C9K-T1-FANTRAY	4	
NU	C9500 DNA Premier, 24Y4C Port , Term License	C9500-DNA-24Y4C-P	2	
NU	C9500 DNA Premier 12Q/16X / 24Y4C 3Year Term License	C9500-DNA-L-P-3Y	2	
NU	ISE BASE Term License	ISE-BASE-T	50	
NU	ISE BASE Tracker Term 3Y	ISE-BASE-TRK-3Y	50	
NU	ISE PLS Term License	ISE-PLS-T	50	
NU	ISE PLS Tracker Term 3Y	ISE-PLS-TRK-3Y	50	
NU	StealthWatch 1 FPS Term License	SWATCH-T	200	
NU	ISE BASE Tracker Term 3Y	SWATCH-TRK-3Y	200	
NU	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	6	
NU	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	6	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
NU	10GBASE-SR SFP Module	SFP-10G-SR=	20	
NU	10GBASE-LR SFP Module	SFP-10G-LR=	20	
NU	T10x NU Distribution			
NU	Catalyst 9300 48-port PoE+, Network Advantage	C9300-48P-A	2	
NU	C9300 Network Advantage, 48-port license	C9300-NW-A-48	2	
NU	Cisco Catalyst 9300 XE 17.5 UNIVERSAL UNIVERSAL	SC9300UK9-175	2	
NU	715W AC 80+ platinum Config 1 Power Supply	PWR-C1-715WAC-P	2	
NU	715W AC 80+ platinum Config 1 SecondaryPower Supply	PWR-C1-715WAC-P/2	2	
NU	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	CAB-C15-CBN	4	
NU	No SSD Card Selected	C9300-SSD-NONE	2	
NU	50CM Type 1 Stacking Cable	STACK-T1-50CM	2	
NU	100CM Type 1 Stacking Cable	STACK-T1-1M	0	
NU	No Stack Power Cable Selected	C9300-SPWR-NONE	2	
NU	TE agent for IOSXE on C9K	TE-C9K-SW	2	
NU	C9300 DNA Advantage, 48-Port Term Licenses	C9300-DNA-A-48	2	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
NU	Cisco DNA Premier Add-On Session Opt Out (No Fulfillment)	C1-ADD-OPTOUT	2	
NU	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	2	
NU	Cisco DNA Spaces Extend Term License for Catalyst Switches	D-DNAS-EXT-S-T	2	
NU	Cisco ThousandEyes Enterprise Agent IBN Embedded	TE-EMBEDDED-T	2	
NU	Catalyst 9300 8 x 10GE Network Module	C9300-NM-8X	2	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
NU	1000BASE-T SFP transceiver module for Category 5 copper wire	GLC-TE=	20	
NU	100BASE-FX SFP for GE SFP port on 3750,3560.2970,2960	GLC-GE-100FX=	0	
NU	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	2	
NU	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	10	
NU	10GBASE-SR SFP Module	SFP-10G-SR=	0	
NU	10GBASE-LR SFP Module	SFP-10G-LR=	4	
NU	SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	CON-SSSNT-C93004PA	2	
NU	SOLN SUPP SW SUBC9300 DNA Advantage	CON-SSTCM-C93A48	2	
NU	C9300 DNA Advantage, 48-Port, 3 Year Term License	C9300-DNA-A-48-3Y	2	
NU	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	2	
NU	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	D-DNAS-EXT-S-3Y	2	
NU	ThousandEyes - Enterprise Agents	TE-EMBEDDED-T-3Y	2	
NU	NU DSMS			
NU	Catalyst 9300 24-port data only, Network Advantage	C9300-24T-A	3	
NU	C9300 Network Advantage, 24-port license	C9300-NW-A-24	3	
NU	Cisco Catalyst 9300 XE 17.5 UNIVERSAL UNIVERSAL	SC9300UK9-175	3	
NU	350W AC 80+ platinum Config 1 Power Supply	PWR-C1-350WAC-P	3	
NU	350W AC 80+ platinum Config 1 Secondary Power Supply	PWR-C1-350WAC-P/2	3	
NU	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	CAB-C15-CBN	6	
NU	No SSD Card Selected	C9300-SSD-NONE	3	
NU	No Stack Cable Selected	C9300-STACK-NONE	3	
NU	No Stack Power Cable Selected	C9300-SPWR-NONE	3	
NU	TE agent for IOSXE on C9K	TE-C9K-SW	3	
NU	C9300 DNA Advantage, 24-port Term Licenses	C9300-DNA-A-24	3	
NU	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	3	
NU	Cisco DNA Spaces Extend Term License for Catalyst Switches	D-DNAS-EXT-S-T	3	
NU	Cisco ThousandEyes Enterprise Agent IBN Embedded	TE-EMBEDDED-T	3	
NU	Catalyst 9300 4 x 1GE Network Module	C9300-NM-4G	3	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	3	
NU	SOLN SUPP 8X5XNBD Catalyst 9300 24-port data only, Network	CON-SSSNT-C93002TA	3	
NU	SOLN SUPP SW SUBC9300 DNA Advantage	CON-SSTCM-C93A24	3	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
NU	C9300 DNA Advantage, 24-Port, 3 Year Term License	C9300-DNA-A-24-3Y	3	
NU	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	3	
NU	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	D-DNAS-EXT-S-3Y	3	
NU	ThousandEyes - Enterprise Agents	TE-EMBEDDED-T-3Y	3	
NU	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	3	
NU	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	3	
NU	NU WLC			
NU	Cisco Catalyst 9800-L Wireless Controller_Fiber Uplink	C9800-L-F-K9	2	
NU	Cisco Catalyst 9800 Series Wireless Controller DTLs License	LIC-C9800-DTLS-K9	2	
NU	C9800L UNIVERSAL (NETWORK ESSENTIALS)	SC9800LK9-1612	2	
NU	C9800 Wireless Controller Rack Mount Tray	C9800L-RMNT	2	
NU	Cisco Catalyst 9800 L Wireless Controller Power Supply	C9800-AC-110W	2	
NU	AC Power Cord, Type C5, Europe	CAB-AC-C5-EUR	2	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	2	
NU	10GBASE-SR SFP Module	SFP-10G-SR=	12	
NU	SOLN SUPP 24X7X4 Cisco Catalyst 9800-L Wireless Controlle	CON-SSSNP-C9800FL	2	
NU	NU WAP			
NU	Cisco Catalyst 9136I Series, Internal Antennas,-E Regulator	C9136I-E	200	
NU	SOLN SUPP 8X5XNBD Cisco Catalyst 9136I Series, Internal A	CON-SSSNT-C9136IEX	200	
NU	SNTC-24X7X4 Cisco Catalyst 9136I Series	CON-SNTP-C9136I	200	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	200	
NU	Wireless Cisco DNA On-Prem Advantage,	CDNA-A-C9136	200	
NU	C9136I Cisco DNA On-Prem Advantage 3Y Term,Trk Lic	DNA-A-3Y-C9136	200	
NU	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	AIR-AP-T-RAIL-R	200	
NU	802.11 AP Low Profile Mounting Bracket (Default)	AIR-AP-BRACKET-1	200	
NU	Wireless Cisco DNA On-Prem Advantage, Term Lic	AIR-DNA-A	200	
NU	Wireless Cisco DNA On-Prem Advantage, 3Y Term Lic	AIR-DNA-A-3Y	200	
NU	Prime AP Term Licenses	PI-LFAS-AP-T	200	
NU	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	200	
NU	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	AIR-DNA-A-T	200	
NU	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	AIR-DNA-A-T-3Y	200	
NU	AIR CISCO DNA Perpetual Network Stack	AIR-DNA-NWSTACK-A	200	
NU	Cisco DNA Spaces Extend Option for Cisco DNA 1Yr Term	D-DNAS-EXT-T	200	
NU	Cisco DNA Spaces Extend Option for Cisco DNA 3Y	D-DNAS-EXT-3Y	200	
NU	NU Hangar Ext			
NU	Catalyst 9000 Compact Switch 8 port PoE+, 240W, Adv	C9200CX-8P-2X2G-A	4	
NU	SOLN SUPP 24X7X4 Catalyst 9000 Compact Switch 8 port PoE+	CON-SSSNP-C920CXYZ	4	

Cat	Item	Part number	Qty	Spare
NU	C9200CX Network Advantage, 8-port license	C9200CX-NW-A-8	4	
NU	Europe AC Type A Power Cable	CAB-TA-EU	4	
NU	UNIVERSAL	SCAT9200CXUK9-178	4	
NU	C9200CX Cisco DNA Advantage, 8-Port Term Licenses	C9200CX-DNA-A-8	4	
NU	C9200CX Cisco DNA Advantage, 3Y Term License, 8P	C9200CX-DNAA8-3Y	4	
NU	SOLN SUPP SW SUB C9200CX Cisco DNA Advantage, 8-Port Term	CON-SSTCM-C9201CCD	4	
NU	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	PI-LFAS-T	4	
NU	PI Dev Lic for Lifecycle & Assurance Term 3Y	PI-LFAS-AP-T-3Y	4	
NU	Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	4	
NU	19 in Rackmount for 9200CX switches	RACKMNT-19-CMPACT	4	
VTC	Video teleconferencing room - All TEMPEST C			
VTC	Core - AV Control			
VTC	Extron - IPCP Pro 255Q xi w/LinkLicense - TEMPEST C	IPCP Pro 255Q xi	1	
VTC	Extron - Four IEC Outlets	IPL EXP PDU4H	1	
VTC	Extron - Entry Level Version for 16 Endpoints	NAVigator	1	
VTC	Extron - NAVigator 96 Endpoints Upgrade	LinkLicense	1	
VTC	Core - AV Network			
VTC	Cisco - Catalyst 9300 48-port PoE+, Network Essentials - TEMPEST C	C9300-48P-E	1	
VTC	Cisco - Upgrade option 1100W AC 80+ platinum Config 1 Power Supply	PWR-C1-1100WAC-UP	1	
VTC	Cisco - 1100W AC 80+ platinum Config 1 Secondary Power Supply	PWR-C1-1100WAC-P/2	1	
VTC	Cisco - C9300 DNA Essentials, 48-port - 3 Year Term License	C9300-DNA-E-48-3Y	1	
VTC	Core - Audio			
VTC	Extron - Dante Digital Matrix Processor w/ 12 AEC - TEMPEST C	DMP 128 FlexPlus C AT	1	
VTC	Extron - Four Channel Dante Amp, 100 watts at 70 volts	NetPA U 1004-70V	1	
VTC	Core - Camera Routing			
VTC	Blackmagic - Smart Videohub CleanSwitch 12x12 - TEMPEST C	VHUBSMTCS6G1212	1	
VTC	Blackmagic - Teranex Mini SDI to HDMI 8K HDR	CONVN8TRM/AA/SDIH	1	
VTC	Core - AV Bridge			
VTC	Extron - 4K HDMI and Audio to USB Scaling Bridge - TEMPEST C	MediaPort 300	1	
VTC	Extron - Four Input USB 10G Switcher	SW4 USB Pro	1	
VTC	Core - AVoIP			
VTC	Extron - 1G HDMI Scaling Decoder - TEMPEST C	NAV SD 101	2	
VTC	Extron - 1G HDMI Encoder	NAV E 101	2	
VTC	Core - VTC Codec			
VTC	Poly - Poly G7500 4k Base Unit TAA No-Radio - TEMPEST C	G7200-87340-125	1	
VTC	Core - Rack			
VTC	Trip Lite - Tripp Lite 18U Soundproof Rack Enclosure - TEMPEST C	SRQ18U	1	

Cat	Item	Part number	Qty	Spare
VTC	Room - Control			
VTC	Extron - 12" Ultra-wide Tabletop TouchLink Pro Touchpanel (White) - TEMPEST C	TLP Pro 1230WTG	1	
VTC	Room - Displays			
VTC	NEC - MultiSync MA551 - TEMPEST C	MA551	16	1
VTC	Extron - 1G Pro AV over IP Scaling Decoder - HDMI	NAV SD 101	16	1
VTC	Urben - Floor Mount	TBD	12	1
VTC	Various - Ceiling Mount for 55" Display	NA	4	1
VTC	Room - Connection Points (Lectern/Table/ContentPC)			
VTC	Extron - 1G Pro AV over IP Scaling Encoder - HDMI - TEMPEST C	NAV E 101	3	
VTC	Blackbox - KVS4-HX - Secure KVM Peripheral Defender - HDMI, CAC	KVS4-8001HX	2	
VTC	StarTech - Hybrid Universal Laptop Docking Station with 100W Power Delivery	DK30C2DPEP	2	
VTC	Extron - SuperSpeed USB Extender Kit	UCS FTR 900 Kit	1	
VTC	Room - Audio			
VTC	Extron - 6.5" 2-Way Ceiling Spkrs, 70/100V, Complete Pair - TEMPEST C	SF 26CT	8	
VTC	Room - PTZ Cameras			
VTC	Panasonic - Panasonic 4K30 SDI/HDMI PTZ Camera with 24x Optical Zoom (White) - TEMPEST C	AW-UE50WEJ	5	
VTC	Room - Microphone			
VTC	Sennheiser - TeamConnect Ceiling 2 (white) - TEMPEST C	507488	1	
VTC	Cabling and Small Material			
VTC	Various - Network, Audio, Video cabling, accessoires and small material - TEMPEST C		1	
DC	Data centre			
DC	HCI Node			
DC	HPE ProLiant DL325 Gen10 Plus v2 8SFF Configure-to-order Server	P38471-B21	5	
DC	HPE ProLiant DL325 Gen10 Plus v2 8SFF Configure-to-order Server	P38471-B21 B19	5	
DC	HPE ProLiant DL325 Gen10 Plus v2 vSAN WW FIO Tracking	P52170-B21	5	
DC	Processors			
DC	AMD EPYC 7543P 2.8GHz 32-core 225W Processor for HPE	P38717-B21	5	
DC	Factory Integrated	P38717-B21 OD1	5	
DC	HPE ProLiant DL325 Gen10 Plus v2 High Performance Heat Sink Kit	P41197-B21	5	
DC	Memory			
DC	HPE 32GB (1x32GB) Dual Rank x4 DDR4-3200 CAS-22-22-22 Registered Smart Memory Kit	P07646-B21	40	
DC	Factory Integrated	P07646-B21 OD1	40	
DC	PCI Risers			
DC	HPE DL325 Gen10 Standard x8/x16 FIO Primary Riser	-	5	
DC	HPE DL325 Gen10 Plus x16 Low Profile PCIe Riser Kit	P17264-B21	5	
DC	Factory Integrated	P17264-B21 OD1	5	
DC	Boot Disk			

NATO UNCLASSIFIED
CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
DC	HPE ProLiant DL325 Gen10 Plus v2 2SFF U.3 Enablement Kit	P38386-B21	5	
DC	Factory Integrated	P38386-B21 OD1	5	
DC	HPE ProLiant DL325 Gen10 Plus v2 2SFF NVMe Tri-Mode Cable Kit	P39168-B21	5	
DC	Factory Integrated	P39168-B21 OD1	5	
DC	Broadcom MegaRAID MR216i-a x16 Lanes without Cache NVMe/SAS 12G Controller for HPE Gen10 Plus	P26325-B21	5	
DC	Factory Integrated	P26325-B21 OD1	5	
DC	HPE 240GB SATA 6G Read Intensive SFF BC Multi Vendor SSD	P40496-B21	10	
DC	Factory Integrated	P40496-B21 OD1	10	
DC	vSAN NVMe Readiness			
DC	HPE ProLiant DL325 Gen10 Plus v2 8SFF U.3 BC Backplane Kit	P38476-B21	5	
DC	HPE ProLiant DL325 Gen10 Plus v2 8SFF NVMe Direct Attach Cable Kit	P39174-B21	5	
DC	Network Adapters			
DC	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 OCP3 Adapter for HPE	P10115-B21	5	
DC	Factory Integrated	P10115-B21 OD1	5	
DC	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 Adapter for HPE	P26262-B21	10	
DC	Factory Integrated	P26262-B21 OD1	10	
DC	Security option			
DC	HPE Trusted Platform Module 2.0 Gen10 Plus Black Rivets Kit	P13771-B21	5	
DC	Factory Integrated	P13771-B21 OD1	5	
DC	HPE Gen10 Plus Chassis Intrusion Detection Kit	P14604-B21	5	
DC	Factory Integrated	P14604-B21 OD1	5	
DC	Power and Cooling			
DC	HPE ProLiant DL325 Gen10 Plus v2 Max Performance Fan Kit	P38506-B21	5	
DC	Factory Integrated	P38506-B21 OD1	5	
DC	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	P38995-B21	10	
DC	Factory Integrated	P38995-B21 OD1	10	
DC	Racking			
DC	HPE ProLiant DL300 Gen10 Plus 1U SFF Easy Install Rail Kit	P26485-B21	5	
DC	Factory Integrated	P26485-B21 OD1	5	
DC	HPE ProLiant DL300 Gen10 Plus 1U Cable Management Arm for Rail Kit	P26489-B21	5	
DC	Factory Integrated	P26489-B21 OD1	5	
DC	Licenses			
DC	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	BD505A	5	
DC	Factory Integrated	BD505A OD1	5	
DC	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	P8B31A	5	
DC	Support			
DC	HPE 3Y Complete Care Addon Essential with Comprehensive Defective Material Retention Service	HU4D7A3	5	

Cat	Item	Part number	Qty	Spare
DC	HPE ProLiant DL325 Gen10 Plus V2 Support	HU4D7A3 ZSC	5	
DC	HPE iLO Advanced Non Blade Support	HU4D7A3 R2M	5	
DC	HPE One View w/o Ilo Support	HU4D7A3 SVP	5	
DC	SFP			
DC	MODULE, TRANSCEIVER, SFP, RJ45, 1000BASE-T, CAT5, CISCO GLC-TE		6	
DC	Cabling			
DC	SFP-H25G-CU2M= 25GBASE-CU SFP28 Cable 2 Meter		70	
DC	SFP-H25G-CU3M= 25GBASE-CU SFP28 Cable 3 Meter		70	
DC	HCI Node drives			
DC	Cache disk			
DC	1x 800GB NVME Gen 4 High Performance Disk HPE Basic Carrier	P40569-B21	10	1
DC	Capacity disk			
DC	1x 6.4 TB NVME Gen 4 Mainstream Disk HPE Basic Carrier	P47840-B21	60	5
DC	Management server			
DC	HPE ProLiant DL360 Gen10 Plus 8SFF NC Configure-to-order Server	P28948-B21	1	1
DC	DL360 Gen10 Plus 8SFF CTO Server	P28948-B21 B19	1	1
DC	Processors			
DC	Intel Xeon-Silver 4309Y 2.8GHz 8-core 105W Processor for HPE	P36920-B21	1	1
DC	Factory Integrated	P36920-B21 OD1	1	1
DC	HPE ProLiant DL360 Gen10 Plus Standard Heat Sink Kit	P37863-B21	1	1
DC	Factory Integrated	P37863-B21 OD1	1	1
DC	Memory			
DC	HPE 16GB (1x16GB) Dual Rank x8 DDR4-3200 CAS-22-22-22 Registered Smart Memory Kit	P06031-B21	2	2
DC	Factory Integrated	P06031-B21 OD1	2	2
DC	HPE DDR4 DIMM Blank Kit	P07818-B21	1	1
DC	Factory Integrated	P07818-B21 OD1	1	1
DC	PCI Risers			
DC	HPE DL360 Gen10 Plus Standard FIO x8/x16 FIO Primary Riser	-	1	1
DC	Boot Disk			
DC	HPE ProLiant DL360 Gen10 Plus 8SFF x1 Tri-Mode 24G U.3 BC Backplane Kit	P26431-B21	1	1
DC	Factory Integrated	P26431-B21 OD1	1	1
DC	Broadcom MegaRAID MR416i-a x16 Lanes 4GB Cache NVMe/SAS 12G Controller for HPE Gen10 Plus	P26279-B21	1	1
DC	Factory Integrated	P26279-B21 OD1	1	1
DC	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	P01366-B21	1	1
DC	Factory Integrated	P01366-B21 OD1	1	1
DC	HPE 480GB SATA 6G Read Intensive SFF BC Multi Vendor SSD	P40497-B21	2	2
DC	Factory Integrated	P40497-B21 OD1	2	2

NATO UNCLASSIFIED
CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
DC	HPE RAID 1 Drive 1 FIO Setting	339778-B21	1	1
DC	Network Adapters			
DC	Intel I350-T4 Ethernet 1Gb 4-port BASE-T OCP3 Adapter for HPE	P08449-B21	1	1
DC	Factory Integrated	P08449-B21 OD1	1	1
DC	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 Adapter for HPE	P26262-B21	1	1
DC	Factory Integrated	P26262-B21 OD1	1	1
DC	Security option			
DC	HPE Trusted Platform Module 2.0 Gen10 Plus Black Rivets Kit	P13771-B21	1	1
DC	Factory Integrated	P13771-B21 OD1	1	1
DC	HPE Gen10 Plus Chassis Intrusion Detection Kit	P14604-B21	1	1
DC	Factory Integrated	P14604-B21 OD1	1	1
DC	Power and Cooling			
DC	HPE ProLiant DL36X Gen10 Plus High Performance Fan Kit	P26477-B21	1	1
DC	Factory Integrated	P26477-B21 OD1	1	1
DC	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	865408-B21	2	2
DC	Factory Integrated	865408-B21 OD1	2	2
DC	Racking			
DC	HPE ProLiant DL300 Gen10 Plus 1U SFF Easy Install Rail Kit	P26485-B21	1	1
DC	Factory Integrated	P26485-B21 OD1	1	1
DC	HPE ProLiant DL300 Gen10 Plus 1U Cable Management Arm for Rail Kit	P26489-B21	1	1
DC	Factory Integrated	P26489-B21 OD1	1	1
DC	Licenses			
DC	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	BD505A	1	1
DC	Factory Integrated	BD505A OD1	1	1
DC	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	P8B31A	1	1
DC	Support			
DC	HPE 3Y Complete Care Addon Critical with Comprehensive Defective Material Retention Service	HU4D4A3	1	1
DC	HPE ProLiant DL360 Gen10+ Support	HU4D4A3 ZSA	1	1
DC	HPE iLO Advanced Non Blade Support	HU4D4A3 R2M	1	1
DC	HPE One View w/o Ilo Support	HU4D4A3 SVP	1	1
DC	Backup server			
DC	HPE ProLiant DL380 Gen10 12LFF NC Configure-to-order Server	P19718-B21	1	
DC	HPE DL380 G10 CTO Mod-X 12LFF WO NIC	P19718-B21 B19	1	
DC	Processors			
DC	Intel Xeon-Silver 4214R (2.4GHz/12-core/100W) FIO Processor Kit for HPE ProLiant DL380 Gen10	P23550-L21	1	
DC	Memory			
DC	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	P00924-B21	4	

NATO UNCLASSIFIED
CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
DC	Factory Integrated	P00924-B21 OD1	4	
DC	PCI Risers			
DC	HPE DL380 Gen10 Standard x8/x16/x8 FIO Primary Riser	-	1	
DC	Boot Disk			
DC	HPE DL38X Gen10 2SFF Premium HDD Front NVMe or Front/Rear SAS/SATA Kit	826687-B21	1	
DC	Factory Integrated	826687-B21 OD1	1	
DC	HPE 300GB SAS 12G Mission Critical 15K SFF SC 3-year Warranty Multi Vendor HDD	870753-B21	2	
DC	Factory Integrated	870753-B21 OD1	2	
DC	Data Disks			
DC	HPE Smart Array P816i-a SR Gen10 (16 Internal Lanes/4GB Cache/SmartCache) 12G SAS Modular Controller	804338-B21	1	
DC	Factory Integrated	804338-B21 OD1	1	
DC	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	P01366-B21	1	
DC	Factory Integrated	P01366-B21 OD1	1	
DC	HPE 12TB SAS 12G Business Critical 7.2K LFF SC 1-year Warranty Helium 512e Multi Vendor HDD	881779-B21	12	
DC	Factory Integrated	881779-B21 OD1	12	
DC	Network Adapters			
DC	HPE Ethernet 10/25Gb 2-port FLR-SFP28 BCM57414 Adapter	817709-B21	1	
DC	Factory Integrated	817709-B21 OD1	1	
DC	HPE Ethernet 10/25Gb 2-port SFP28 BCM57414 Adapter	817718-B21	2	
DC	Factory Integrated	817718-B21 OD1	2	
DC	Security option			
DC	HPE Trusted Platform Module 2.0 Gen10 Option	864279-B21	1	
DC	Factory Integrated	864279-B21 OD1	1	
DC	HPE Gen10 Chassis Intrusion Detection Kit	867824-B21	1	
DC	Factory Integrated	867824-B21 OD1	1	
DC	Power and Cooling			
DC	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	865414-B21	2	
DC	Factory Integrated	865414-B21 OD1	2	
DC	Racking			
DC	HPE 2U Cable Management Arm for Easy Install Rail Kit	733664-B21	1	
DC	Factory Integrated	733664-B21 OD1	1	
DC	HPE 2U Large Form Factor Easy Install Rail Kit	733662-B21	1	
DC	Factory Integrated	733662-B21 OD1	1	
DC	Licenses			
DC	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	BD505A	1	
DC	Factory Integrated	BD505A OD1	1	
DC	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	P8B31A	1	

Cat	Item	Part number	Qty	Spare
DC	Support			
DC	HPE 3Y Complete Care Addon Critical with Comprehensive Defective Material Retention Service	HU4D4A3	1	
DC	HPE DL38x Gen10 Support	HU4D4A3 WAH	1	
DC	HPE iLO Advanced Non Blade Support	HU4D4A3 R2M	1	
DC	HPE One View w/o Ilo Support	HU4D4A3 SVP	1	
DC	Apollo SAN			
DC	HPE Apollo 4510 Gen10 Configure-to-Order Chassis	864668-B21	1	
DC	HPE Apollo 4510 Gen10 Chassis	864668-B21 B19	1	
DC	Compute Node			
DC	HPE XL450 Gen10 1x Node Svr	864625-B21 B19	1	
DC	HPE ProLiant XL450 Gen10 Configure-to-order Server Node for Apollo 4510 Gen10 Chassis	864625-B21	1	
DC	Factory Integrated	864625-B21 OD1	1	
DC	Processors			
DC	Intel Xeon-Gold 6252 (2.1GHz/24-core/150W) FIO Processor Kit for HPE ProLiant XL450 Gen10.	P10772-L21	1	
DC	Intel Xeon-Gold 6252 (2.1GHz/24-core/150W) Processor Kit for HPE ProLiant XL450 Gen10	P10772-B21	1	
DC	Factory Integrated	P10772-B21 OD1	1	
DC	Memory			
DC	HPE 16GB (1x16GB) Single Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	P00920-K21	12	
DC	Factory Integrated	P00920-K21 OD1	12	
DC	PCIe Risers			
DC	HPE Apollo 4500 Gen10 CPU0 x2/CPU1 x2 FIO I/O Module	882020-B21	1	
DC	Boot Disks			
DC	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	804331-B21	1	
DC	Factory Integrated	804331-B21 OD1	1	
DC	HPE Apollo 4500 Gen10 Smart Array E208i-a/P408i-a SAS Cable Kit	874779-B21	1	
DC	Factory Integrated	874779-B21 OD1	1	
DC	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	P01366-B21	1	
DC	Factory Integrated	P01366-B21 OD1	1	
DC	HPE 480GB SATA 6G Mixed Use SFF SC Multi Vendor SSD	P18432-K21	2	
DC	Factory Integrated	P18432-K21 OD1	2	
DC	Data Disks			
DC	HPE Smart Array P408i-p SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS PCIe Plug-in Controller	830824-B21	1	
DC	Factory Integrated	830824-B21 OD1	1	
DC	HPE Apollo 4500 Gen10 Smart Array E208i-p/P408i-p SAS Cable Kit	874777-B21	1	
DC	Factory Integrated	874777-B21 OD1	1	
DC	HPE 18TB SAS 12G Business Critical 7.2K LFF LP 1-year Warranty Helium 512e ISE Multi Vendor HDD	P37669-K21	60	
DC	Factory Integrated	P37669-K21 OD1	60	

Cat	Item	Part number	Qty	Spare
DC	Network Adapters			
DC	HPE Ethernet 10/25Gb 2-port FLR-SFP28 BCM57414 Adapter	817709-B21	1	
DC	Factory Integrated	817709-B21 OD1	1	
DC	HPE Ethernet 10/25Gb 2-port SFP28 BCM57414 Adapter	817718-B21	2	
DC	Factory Integrated	817718-B21 OD1	2	
DC	Security option			
DC	HPE Trusted Platform Module 2.0 Gen10 Option	864279-B21	1	
DC	Factory Integrated	864279-B21 OD1	1	
DC	Power and Cooling			
DC	HPE 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	830272-B21	4	
DC	Factory Integrated	830272-B21 OD1	4	
DC	Racking			
DC	HPE 4U Server Rail Kit	878571-B21	1	
DC	Factory Integrated	878571-B21 OD1	1	
DC	HPE s6500 Chassis Handles Kit	608477-B21	1	
DC	Factory Integrated	608477-B21 OD1	1	
DC	Licenses			
DC	HPE OneView including 3yr 24x7 Support Physical 1-server LTU	E5Y34A	1	
DC	Support			
DC	HPE 3Y Complete Care Addon Critical with Comprehensive Defective Material Retention Service	HU4D4A3	1	
DC	HPE Apollo 4510 Gen10 Support	HU4D4A3 ZBH	1	
DC	HPE One View w/Ilo Support	HU4D4A3 SVN	1	
GIS	Option: Additional NS IT backend capacity			
GIS	HCI Node			
GIS	HPE ProLiant DL325 Gen10 Plus v2 8SFF Configure-to-order Server	P38471-B21	5	
GIS	HPE ProLiant DL325 Gen10 Plus v2 8SFF Configure-to-order Server	P38471-B21 B19	5	
GIS	HPE ProLiant DL325 Gen10 Plus v2 vSAN WW FIO Tracking	P52170-B21	5	
GIS	Processors			
GIS	AMD EPYC 7543P 2.8GHz 32-core 225W Processor for HPE	P38717-B21	5	
GIS	Factory Integrated	P38717-B21 OD1	5	
GIS	HPE ProLiant DL325 Gen10 Plus v2 High Performance Heat Sink Kit	P41197-B21	5	
GIS	Memory			
GIS	HPE 32GB (1x32GB) Dual Rank x4 DDR4-3200 CAS-22-22-22 Registered Smart Memory Kit	P07646-B21	40	
GIS	Factory Integrated	P07646-B21 OD1	40	
GIS	PCI Risers			
GIS	HPE DL325 Gen10 Standard x8/x16 FIO Primary Riser	-	5	
GIS	HPE DL325 Gen10 Plus x16 Low Profile PCIe Riser Kit	P17264-B21	5	

CO-115735-NAGSF - Statement of Work - Appendix A: Equipment specifications

Cat	Item	Part number	Qty	Spare
GIS	Factory Integrated	P17264-B21 OD1	5	
GIS	Boot Disk			
GIS	HPE ProLiant DL325 Gen10 Plus v2 2SFF U.3 Enablement Kit	P38386-B21	5	
GIS	Factory Integrated	P38386-B21 OD1	5	
GIS	HPE ProLiant DL325 Gen10 Plus v2 2SFF NVMe Tri-Mode Cable Kit	P39168-B21	5	
GIS	Factory Integrated	P39168-B21 OD1	5	
GIS	Broadcom MegaRAID MR216i-a x16 Lanes without Cache NVMe/SAS 12G Controller for HPE Gen10 Plus	P26325-B21	5	
GIS	Factory Integrated	P26325-B21 OD1	5	
GIS	HPE 240GB SATA 6G Read Intensive SFF BC Multi Vendor SSD	P40496-B21	10	
GIS	Factory Integrated	P40496-B21 OD1	10	
GIS	vSAN NVMe Readiness			
GIS	HPE ProLiant DL325 Gen10 Plus v2 8SFF U.3 BC Backplane Kit	P38476-B21	5	
GIS	HPE ProLiant DL325 Gen10 Plus v2 8SFF NVMe Direct Attach Cable Kit	P39174-B21	5	
GIS	Network Adapters			
GIS	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 OCP3 Adapter for HPE	P10115-B21	5	
GIS	Factory Integrated	P10115-B21 OD1	5	
GIS	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 Adapter for HPE	P26262-B21	10	
GIS	Factory Integrated	P26262-B21 OD1	10	
GIS	Security option			
GIS	HPE Trusted Platform Module 2.0 Gen10 Plus Black Rivets Kit	P13771-B21	5	
GIS	Factory Integrated	P13771-B21 OD1	5	
GIS	HPE Gen10 Plus Chassis Intrusion Detection Kit	P14604-B21	5	
GIS	Factory Integrated	P14604-B21 OD1	5	
GIS	Power and Cooling			
GIS	HPE ProLiant DL325 Gen10 Plus v2 Max Performance Fan Kit	P38506-B21	5	
GIS	Factory Integrated	P38506-B21 OD1	5	
GIS	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	P38995-B21	10	
GIS	Factory Integrated	P38995-B21 OD1	10	
GIS	Racking			
GIS	HPE ProLiant DL300 Gen10 Plus 1U SFF Easy Install Rail Kit	P26485-B21	5	
GIS	Factory Integrated	P26485-B21 OD1	5	
GIS	HPE ProLiant DL300 Gen10 Plus 1U Cable Management Arm for Rail Kit	P26489-B21	5	
GIS	Factory Integrated	P26489-B21 OD1	5	
GIS	Licenses			
GIS	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	BD505A	5	
GIS	Factory Integrated	BD505A OD1	5	
GIS	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	P8B31A	5	

Cat	Item	Part number	Qty	Spare
GIS	Support			
GIS	HPE 3Y Complete Care Addon Essential with Comprehensive Defective Material Retention Service	HU4D7A3	5	
GIS	HPE ProLiant DL325 Gen10 Plus V2 Support	HU4D7A3 ZSC	5	
GIS	HPE iLO Advanced Non Blade Support	HU4D7A3 R2M	5	
GIS	HPE One View w/o Ilo Support	HU4D7A3 SVP	5	
GIS	SFP			
GIS	MODULE, TRANSCEIVER, SFP, RJ45, 1000BASE-T, CAT5, CISCO GLC-TE		6	
GIS	Cabling			
GIS	SFP-H25G-CU2M= 25GBASE-CU SFP28 Cable 2 Meter		70	
GIS	SFP-H25G-CU3M= 25GBASE-CU SFP28 Cable 3 Meter		70	
GIS	HCI Node drives			
GIS	Cache disk			
GIS	1x 800GB NVME Gen 4 High Performance Disk HPE Basic Carrier	P40569-B21	10	
GIS	Capacity disk			
GIS	1x 6.4 TB NVME Gen 4 Mainstream Disk HPE Basic Carrier	P47840-B21	60	
GIS	Management server			
GIS	HPE ProLiant DL360 Gen10 Plus 8SFF NC Configure-to-order Server	P28948-B21	1	
GIS	DL360 Gen10 Plus 8SFF CTO Server	P28948-B21 B19	1	
GIS	Processors			
GIS	Intel Xeon-Silver 4309Y 2.8GHz 8-core 105W Processor for HPE	P36920-B21	1	
GIS	Factory Integrated	P36920-B21 OD1	1	
GIS	HPE ProLiant DL360 Gen10 Plus Standard Heat Sink Kit	P37863-B21	1	
GIS	Factory Integrated	P37863-B21 OD1	1	
GIS	Memory			
GIS	HPE 16GB (1x16GB) Dual Rank x8 DDR4-3200 CAS-22-22-22 Registered Smart Memory Kit	P06031-B21	2	
GIS	Factory Integrated	P06031-B21 OD1	2	
GIS	HPE DDR4 DIMM Blank Kit	P07818-B21	1	
GIS	Factory Integrated	P07818-B21 OD1	1	
GIS	PCI Risers			
GIS	HPE DL360 Gen10 Plus Standard FIO x8/x16 FIO Primary Riser	-	1	
GIS	Boot Disk			
GIS	HPE ProLiant DL360 Gen10 Plus 8SFF x1 Tri-Mode 24G U.3 BC Backplane Kit	P26431-B21	1	
GIS	Factory Integrated	P26431-B21 OD1	1	
GIS	Broadcom MegaRAID MR416i-a x16 Lanes 4GB Cache NVMe/SAS 12G Controller for HPE Gen10 Plus	P26279-B21	1	
GIS	Factory Integrated	P26279-B21 OD1	1	
GIS	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	P01366-B21	1	
GIS	Factory Integrated	P01366-B21 OD1	1	

Cat	Item	Part number	Qty	Spare
GIS	HPE 480GB SATA 6G Read Intensive SFF BC Multi Vendor SSD	P40497-B21		2
GIS	Factory Integrated	P40497-B21 OD1		2
GIS	HPE RAID 1 Drive 1 FIO Setting	339778-B21		1
GIS	Network Adapters			
GIS	Intel I350-T4 Ethernet 1Gb 4-port BASE-T OCP3 Adapter for HPE	P08449-B21		1
GIS	Factory Integrated	P08449-B21 OD1		1
GIS	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 Adapter for HPE	P26262-B21		1
GIS	Factory Integrated	P26262-B21 OD1		1
GIS	Security option			
GIS	HPE Trusted Platform Module 2.0 Gen10 Plus Black Rivets Kit	P13771-B21		1
GIS	Factory Integrated	P13771-B21 OD1		1
GIS	HPE Gen10 Plus Chassis Intrusion Detection Kit	P14604-B21		1
GIS	Factory Integrated	P14604-B21 OD1		1
GIS	Power and Cooling			
GIS	HPE ProLiant DL36X Gen10 Plus High Performance Fan Kit	P26477-B21		1
GIS	Factory Integrated	P26477-B21 OD1		1
GIS	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	865408-B21		2
GIS	Factory Integrated	865408-B21 OD1		2
GIS	Racking			
GIS	HPE ProLiant DL300 Gen10 Plus 1U SFF Easy Install Rail Kit	P26485-B21		1
GIS	Factory Integrated	P26485-B21 OD1		1
GIS	HPE ProLiant DL300 Gen10 Plus 1U Cable Management Arm for Rail Kit	P26489-B21		1
GIS	Factory Integrated	P26489-B21 OD1		1
GIS	Licenses			
GIS	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	BD505A		1
GIS	Factory Integrated	BD505A OD1		1
GIS	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	P8B31A		1
GIS	Support			
GIS	HPE 3Y Complete Care Addon Critical with Comprehensive Defective Material Retention Service	HU4D4A3		1
GIS	HPE ProLiant DL360 Gen10+ Support	HU4D4A3 ZSA		1
GIS	HPE iLO Advanced Non Blade Support	HU4D4A3 R2M		1
GIS	HPE One View w/o Ilo Support	HU4D4A3 SVP		1
GIS	Backup server			
GIS	HPE ProLiant DL380 Gen10 12LFF NC Configure-to-order Server	P19718-B21		1
GIS	HPE DL380 G10 CTO Mod-X 12LFF WO NIC	P19718-B21 B19		1
GIS	Processors			
GIS	Intel Xeon-Silver 4214R (2.4GHz/12-core/100W) FIO Processor Kit for HPE ProLiant DL380 Gen10	P23550-L21		1

Cat	Item	Part number	Qty	Spare
GIS	Memory			
GIS	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	P00924-B21	4	
GIS	Factory Integrated	P00924-B21 OD1	4	
GIS	PCI Risers			
GIS	HPE DL380 Gen10 Standard x8/x16/x8 FIO Primary Riser	-	1	
GIS	Boot Disk			
GIS	HPE DL38X Gen10 2SFF Premium HDD Front NVMe or Front/Rear SAS/SATA Kit	826687-B21	1	
GIS	Factory Integrated	826687-B21 OD1	1	
GIS	HPE 300GB SAS 12G Mission Critical 15K SFF SC 3-year Warranty Multi Vendor HDD	870753-B21	2	
GIS	Factory Integrated	870753-B21 OD1	2	
GIS	Data Disks			
GIS	HPE Smart Array P816i-a SR Gen10 (16 Internal Lanes/4GB Cache/SmartCache) 12G SAS Modular Controller	804338-B21	1	
GIS	Factory Integrated	804338-B21 OD1	1	
GIS	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	P01366-B21	1	
GIS	Factory Integrated	P01366-B21 OD1	1	
GIS	HPE 12TB SAS 12G Business Critical 7.2K LFF SC 1-year Warranty Helium 512e Multi Vendor HDD	881779-B21	12	
GIS	Factory Integrated	881779-B21 OD1	12	
GIS	Network Adapters			
GIS	HPE Ethernet 10/25Gb 2-port FLR-SFP28 BCM57414 Adapter	817709-B21	1	
GIS	Factory Integrated	817709-B21 OD1	1	
GIS	HPE Ethernet 10/25Gb 2-port SFP28 BCM57414 Adapter	817718-B21	2	
GIS	Factory Integrated	817718-B21 OD1	2	
GIS	Security option			
GIS	HPE Trusted Platform Module 2.0 Gen10 Option	864279-B21	1	
GIS	Factory Integrated	864279-B21 OD1	1	
GIS	HPE Gen10 Chassis Intrusion Detection Kit	867824-B21	1	
GIS	Factory Integrated	867824-B21 OD1	1	
GIS	Power and Cooling			
GIS	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	865414-B21	2	
GIS	Factory Integrated	865414-B21 OD1	2	
GIS	Racking			
GIS	HPE 2U Cable Management Arm for Easy Install Rail Kit	733664-B21	1	
GIS	Factory Integrated	733664-B21 OD1	1	
GIS	HPE 2U Large Form Factor Easy Install Rail Kit	733662-B21	1	
GIS	Factory Integrated	733662-B21 OD1	1	
GIS	Licenses			
GIS	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	BD505A	1	

Cat	Item	Part number	Qty	Spare
GIS	Factory Integrated	BD505A OD1	1	
GIS	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	P8B31A	1	
GIS	Support			
GIS	HPE 3Y Complete Care Addon Critical with Comprehensive Defective Material Retention Service	HU4D4A3	1	
GIS	HPE DL38x Gen10 Support	HU4D4A3 WAH	1	
GIS	HPE iLO Advanced Non Blade Support	HU4D4A3 R2M	1	
GIS	HPE One View w/o Ilo Support	HU4D4A3 SVP	1	
GIS	Apollo SAN			
GIS	HPE Apollo 4510 Gen10 Configure-to-Order Chassis	864668-B21	1	
GIS	HPE Apollo 4510 Gen10 Chassis	864668-B21 B19	1	
GIS	Compute Node			
GIS	HPE XL450 Gen10 1x Node Svr	864625-B21 B19	1	
GIS	HPE ProLiant XL450 Gen10 Configure-to-order Server Node for Apollo 4510 Gen10 Chassis	864625-B21	1	
GIS	Factory Integrated	864625-B21 OD1	1	
GIS	Processors			
GIS	Intel Xeon-Gold 6252 (2.1GHz/24-core/150W) FIO Processor Kit for HPE ProLiant XL450 Gen10.	P10772-L21	1	
GIS	Intel Xeon-Gold 6252 (2.1GHz/24-core/150W) Processor Kit for HPE ProLiant XL450 Gen10	P10772-B21	1	
GIS	Factory Integrated	P10772-B21 OD1	1	
GIS	Memory			
GIS	HPE 16GB (1x16GB) Single Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	P00920-K21	12	
GIS	Factory Integrated	P00920-K21 OD1	12	
GIS	PCIe Risers			
GIS	HPE Apollo 4500 Gen10 CPU0 x2/CPU1 x2 FIO I/O Module	882020-B21	1	
GIS	Boot Disks			
GIS	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	804331-B21	1	
GIS	Factory Integrated	804331-B21 OD1	1	
GIS	HPE Apollo 4500 Gen10 Smart Array E208i-a/P408i-a SAS Cable Kit	874779-B21	1	
GIS	Factory Integrated	874779-B21 OD1	1	
GIS	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	P01366-B21	1	
GIS	Factory Integrated	P01366-B21 OD1	1	
GIS	HPE 480GB SATA 6G Mixed Use SFF SC Multi Vendor SSD	P18432-K21	2	
GIS	Factory Integrated	P18432-K21 OD1	2	
GIS	Data Disks			
GIS	HPE Smart Array P408i-p SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS PCIe Plug-in Controller	830824-B21	1	
GIS	Factory Integrated	830824-B21 OD1	1	
GIS	HPE Apollo 4500 Gen10 Smart Array E208i-p/P408i-p SAS Cable Kit	874777-B21	1	
GIS	Factory Integrated	874777-B21 OD1	1	

Cat	Item	Part number	Qty	Spare
GIS	HPE 18TB SAS 12G Business Critical 7.2K LFF LP 1-year Warranty Helium 512e ISE Multi Vendor HDD	P37669-K21	60	
GIS	Factory Integrated	P37669-K21 OD1	60	
GIS	Network Adapters			
GIS	HPE Ethernet 10/25Gb 2-port FLR-SFP28 BCM57414 Adapter	817709-B21	1	
GIS	Factory Integrated	817709-B21 OD1	1	
GIS	HPE Ethernet 10/25Gb 2-port SFP28 BCM57414 Adapter	817718-B21	2	
GIS	Factory Integrated	817718-B21 OD1	2	
GIS	Security option			
GIS	HPE Trusted Platform Module 2.0 Gen10 Option	864279-B21	1	
GIS	Factory Integrated	864279-B21 OD1	1	
GIS	Power and Cooling			
GIS	HPE 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	830272-B21	4	
GIS	Factory Integrated	830272-B21 OD1	4	
GIS	Racking			
GIS	HPE 4U Server Rail Kit	878571-B21	1	
GIS	Factory Integrated	878571-B21 OD1	1	
GIS	HPE s6500 Chassis Handles Kit	608477-B21	1	
GIS	Factory Integrated	608477-B21 OD1	1	
GIS	Licenses			
GIS	HPE OneView including 3yr 24x7 Support Physical 1-server LTU	E5Y34A	1	
GIS	Support			
GIS	HPE 3Y Complete Care Addon Critical with Comprehensive Defective Material Retention Service	HU4D4A3	1	
GIS	HPE Apollo 4510 Gen10 Support	HU4D4A3 ZBH	1	
GIS	HPE One View w/Ilo Support	HU4D4A3 SVN	1	
CAB	Option: Additional NS IT backend capacity			
CAB	Cabling			
CAB	500m multimode 96 cores fiber optics		1	

NATO UNCLASSIFIED
CO-115735-NAGSF - Statement of Work - Appendix B: PFE specifications

Cat	Item	Part number	#
EUD	End user devices (EUD)		
EUD	NS Workstation Standard		
EUD	Dell Optiplex 5090 SFF Dual NICS - LC Connector - 1 TB SSD - TEMPEST C	7021SB0067582	162
EUD	NS Workstation monitor		
EUD	24" Monitor Dell P2422H - TEMPEST C	7025SB0067589	162
EUD	NS Workstation ancillaries		
EUD	Dell KB216 Multimedia Keyboard - TEMPEST C	7050SB0045085	162
EUD	Dell 6 button Laser Mouse	7050SB0045086	162
EUD	Plantronics Blackwire 3220 - 209745-101	5965SB0065030	162
EUD	CAMERA, WEB, POLYCOM STUDIO P5, 1920X1080, 1XUSB 2.0 - TEMPEST C	7050SB0070358	162
EUD	Kensington MicroSaver 2.0 Chassis Lock	5340SB0063389	162
EUD	Kensington MicroSaver 2.0 Lock Master Key	5999SB0041916	162
EUD	Fibre optic patch cord		162
NS	NS Distribution		
NS	NS Switch 9300		
NS	Catalyst 9300 48 GE SFP Ports, modular uplink Switch	C9300-48S-A	16
NS	Terminal Cryptographic Equipment		
NS	TCE 621/C Optical Configuration LC	3AQ 23430 AFAA	2
NS	Fill Device Cable (DTD/KOI-18)	3AQ 12235 AAAA	2
NS	Smart Card White Gen3	3AQ 22207 AAAA	2
NS	Smart Card with CCI print (CIK)	3AQ 12278 CAAA	2
NS	Fiber Adaptor 1 Gbit/s LC (TMC)	3AQ 22600 BBAA	2
NS	Power supply (220/110V) including cable	3AQ 22230 AAAA	2
NU	NU Distribution		
NU	NU Switch data		
NU	Catalyst 9300 48-port PoE+, Network Advantage	C9300-48P-A	3
NU	NU Switch voice		
NU	Catalyst 9200 48-port PoE+, Network Advantage	C9200-48P-A	16
CYB	Cyber		
CYB	Gateway Security solution NS		
CYB	Palo Alto Networks PA-5410 with redundant AC power supplies	PAN-PA-5410-AC	2
CYB	SFP+ form factor, 10Gb direct attach twin-ax passive cable with 2 transceiver ends and 5m of cable permanently bonded as an assembly, IEEE 802.3ae 10GBASE-CR compliant	PAN-SFP-PLUS-CU-5M	2
CYB	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	PAN-SFP-PLUS-SR	2
CYB	Palo Alto Networks PA-5450 4 post rack mount kit, spare only (1 is included with base system)	PAN-PA-5450-RACK4	2
CYB	Full Packet Capture solution NS		
CYB	Net Witness S6 Network Decoder	NW-S6E-CORE_NL	1

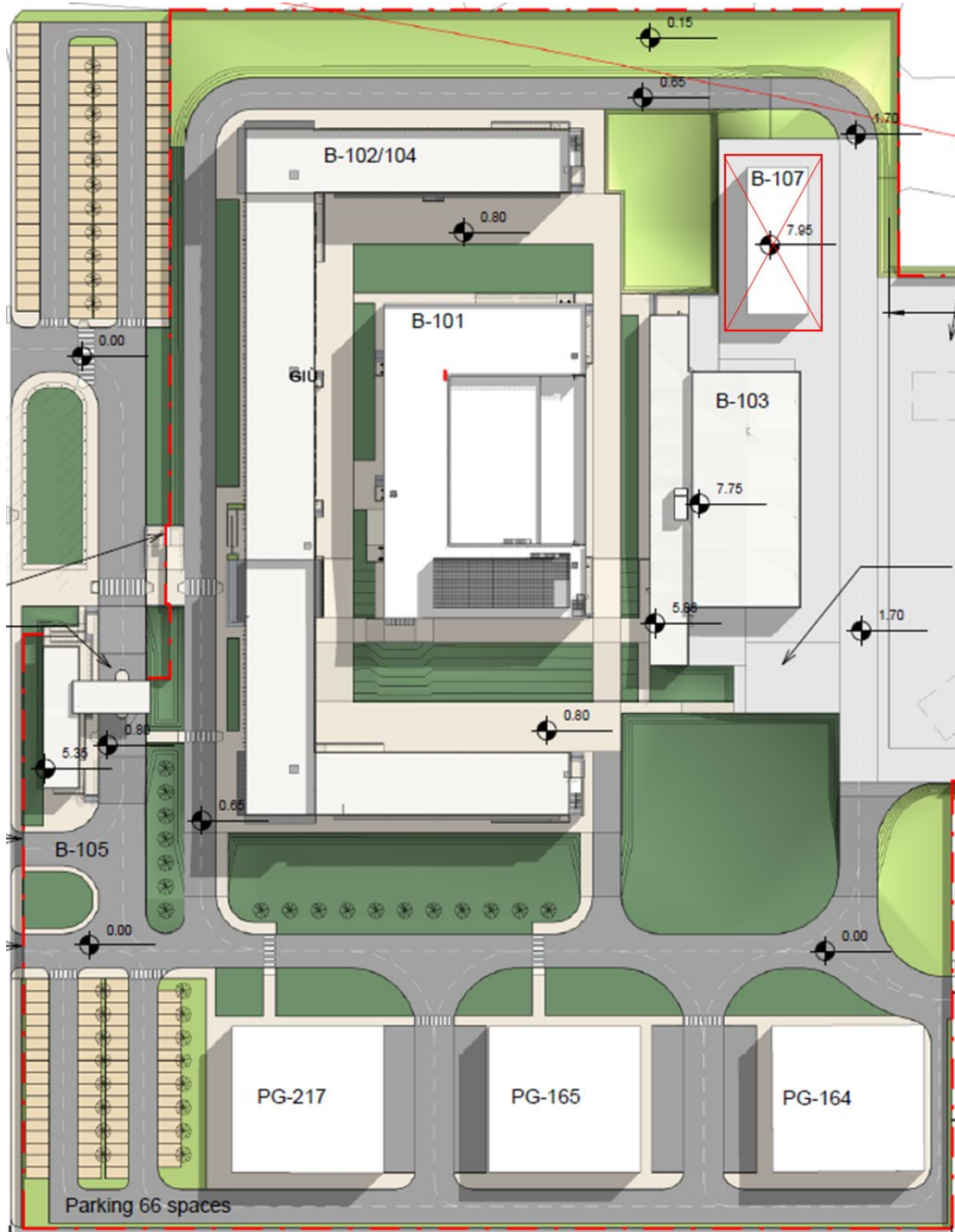
CYB	NW S6 Ntwk Concentrator	NW-S6E-CORE_NL	1
DC	Data-center		
DC	TOR switch		
DC	N9K-C93180YC-FX3 – Nexus Leaf (TOR fiber) 48 x 1/10/25 Gbps and 6 x 40 / 100 Gbps (NX-OS mode)	N9K-C93180YC-FX3	4

CO-115735-NAGSF: NAGSF relocation
Book 2 – Part 4: Statement of Work – Appendix C: facilities plans

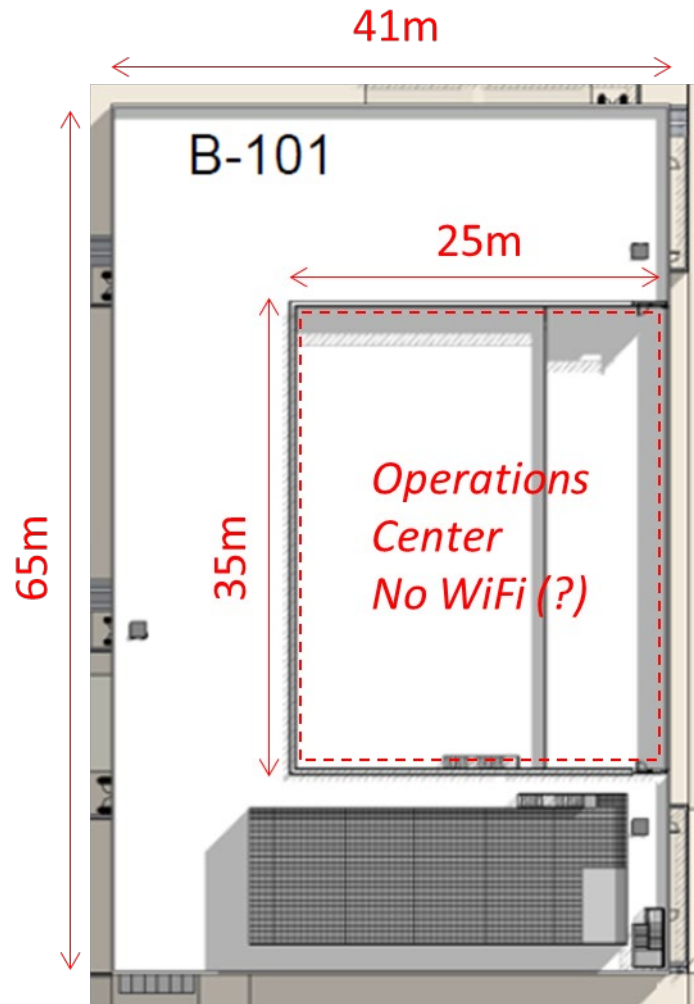
The following plans are notional, to help the Contractor estimate the efforts and distances for this contract.

1 Ops Area facilities

1.1 General



1.2 B101

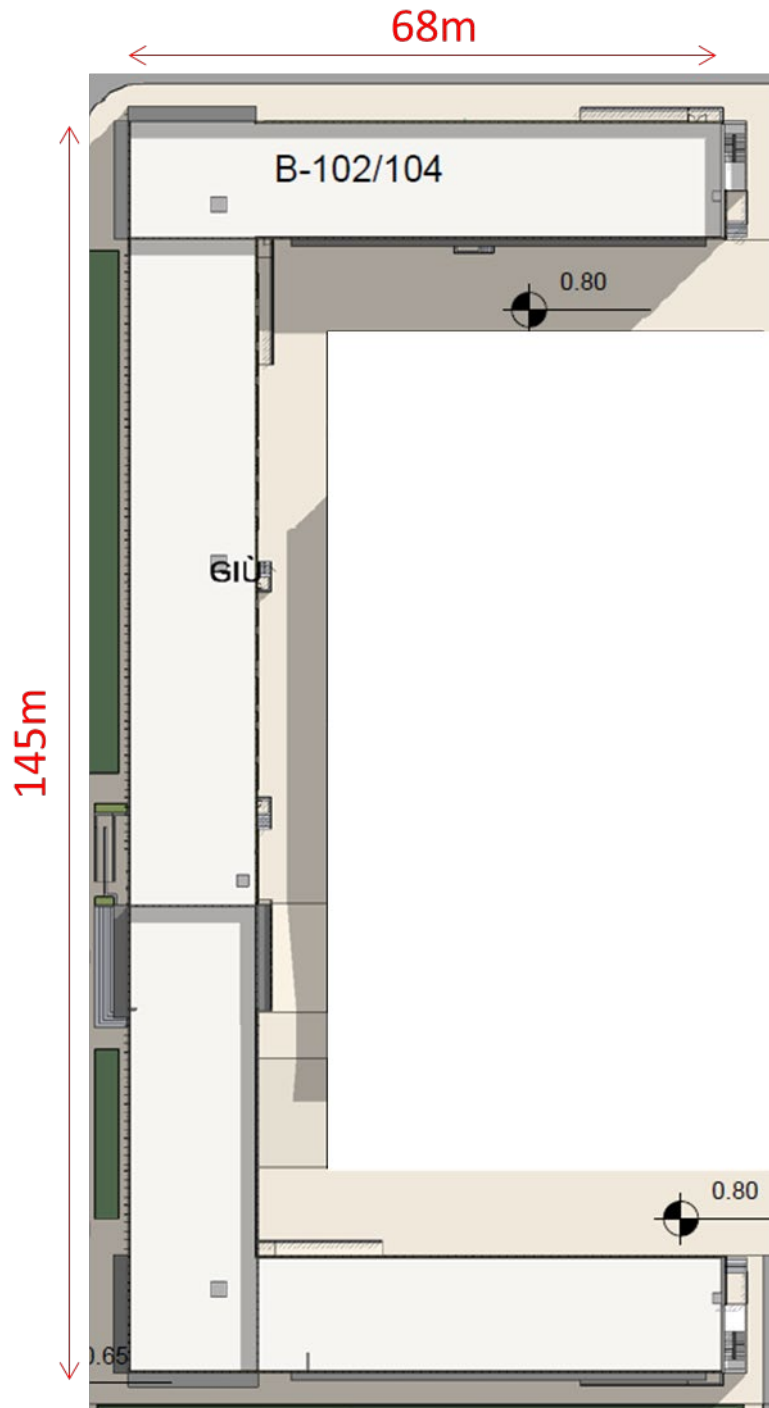


B105 is the main operations building, with a U-shaped corridor (facing E) surrounded by offices, and an operations center.

B101 has 2 floors for the office area.

B101 has 1 floor (covering the entire height of the building) for the operations center.

1.3 B102-104

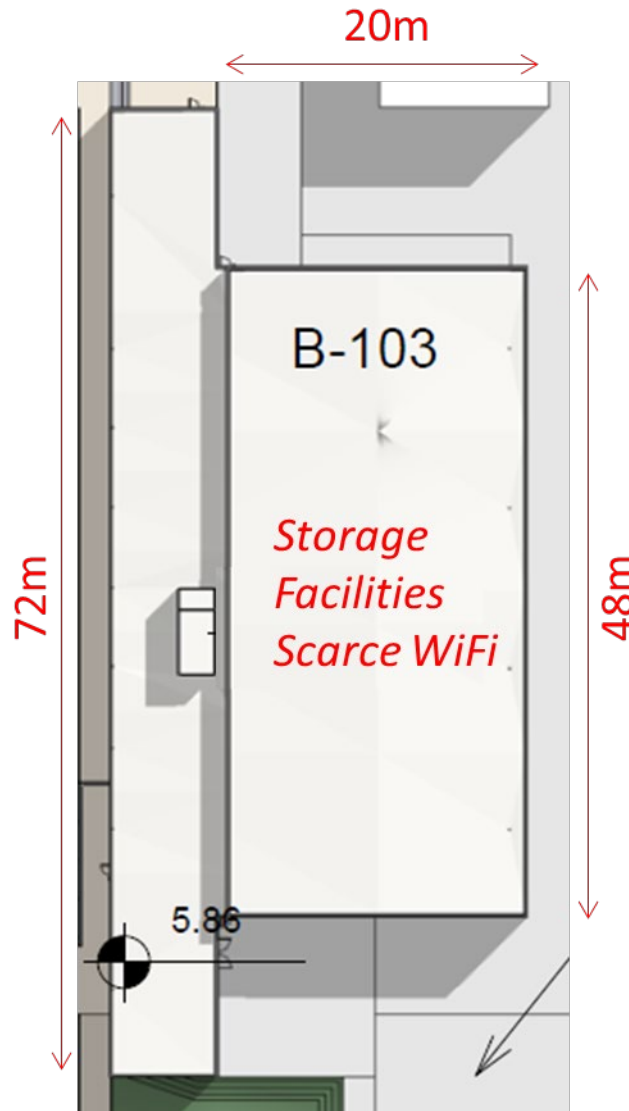


B102-104 is the main command building, with a U-shaped corridor (facing E) surrounded by offices.

B102-104 has 2 floors.

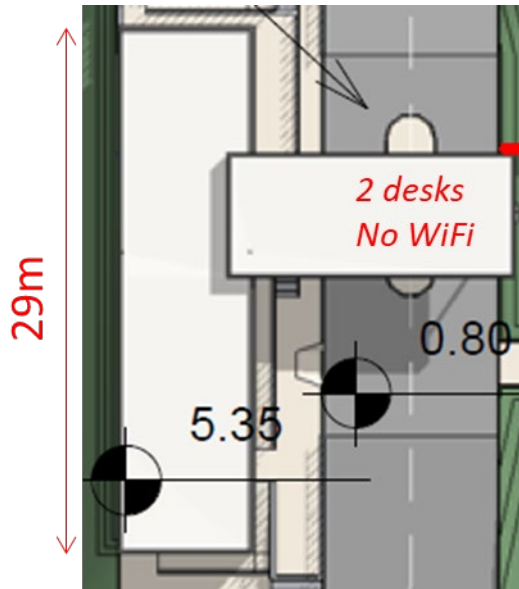
B102-104 north wing / ground floor is the conferencing and training area, therefore to be considered as high density area from WLAN perspective.

1.4 B103



B103 is composed of a single corridor with offices (facing E), and 4 large storage areas (E).
B103 has 1 floor.

1.5 B105



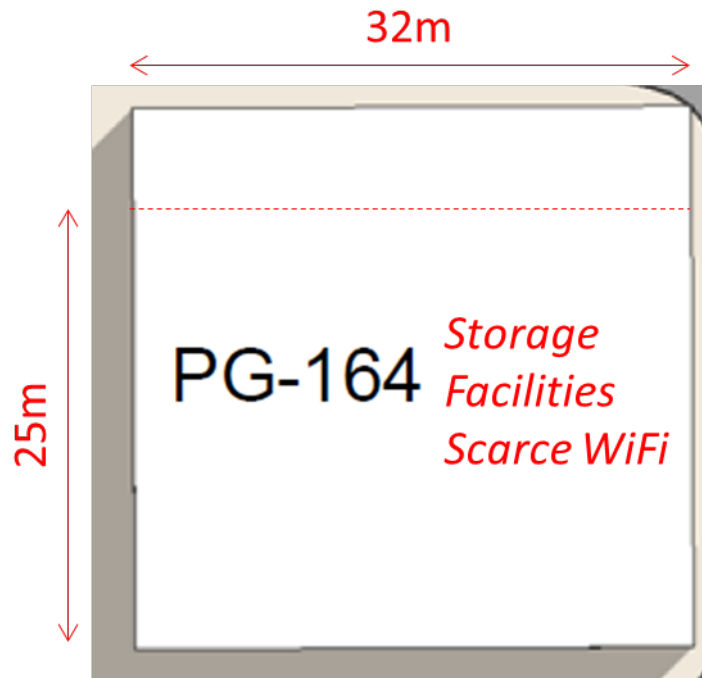
B105 has an office building (W) and a vehicles access control gate (E).

B105 has 1 floor.

1.6 B107

B107 is out of scope for this contract.

1.7 B164, B165, PG217



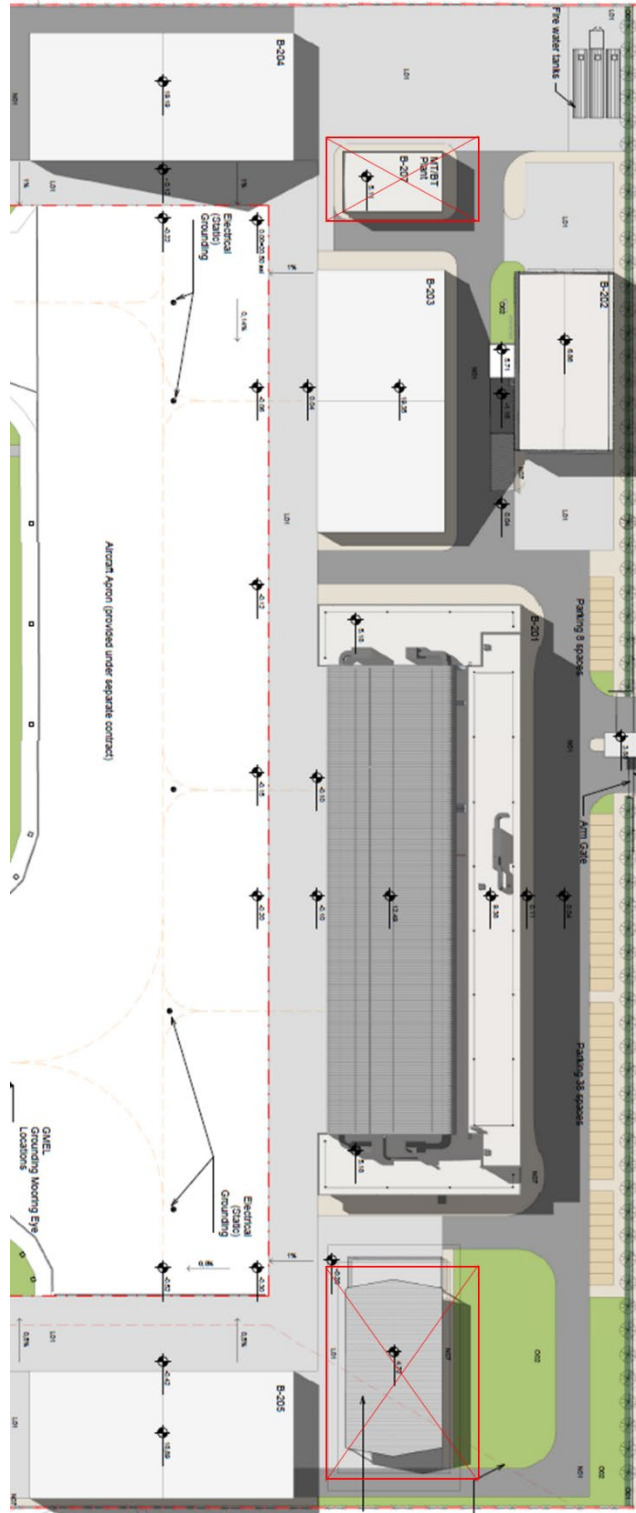
B164, B164 and PG217 have a similar layout.

B164, B164 and PG217 are composed of a single corridor with offices (N) and a large storage area (S).

B164, B164 and PG217 have 1 floor.

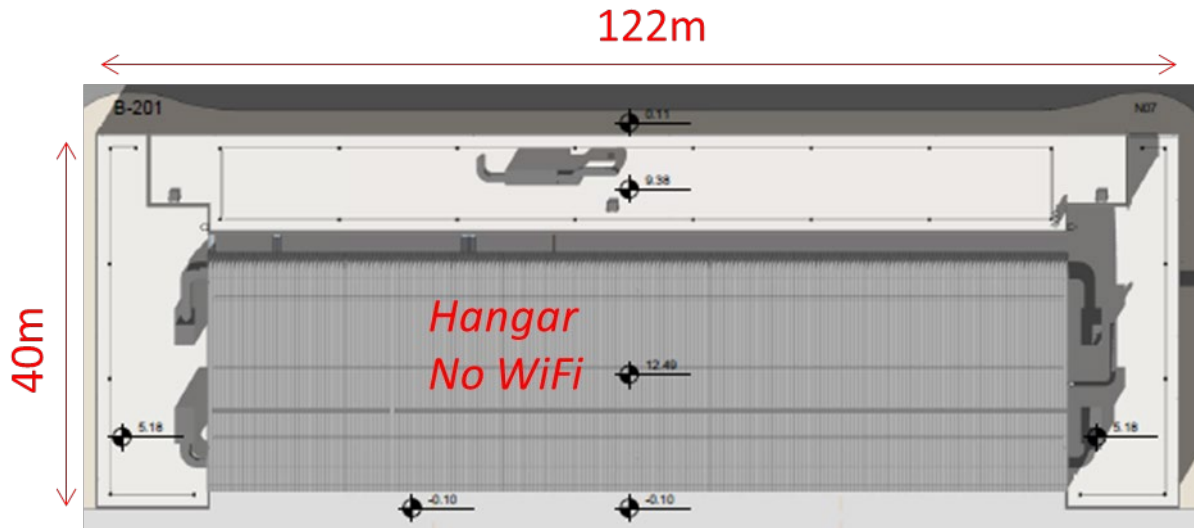
2 Flight Line facilities

2.1 General



The Flight Line map was rotated by 90° right for the sake of legibility.

2.2 B201

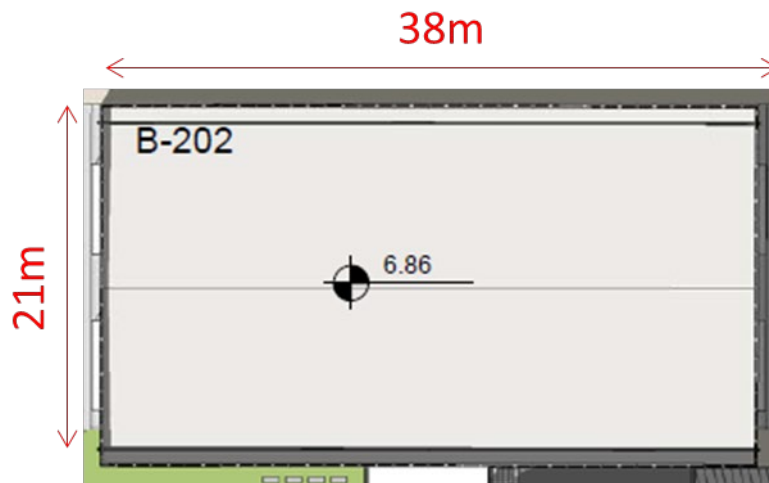


B201 is the main flight-line building, with a U-shaped corridor (facing S) surrounded by offices, and a platforms hangar.

B201 has 2 floors for the office area.

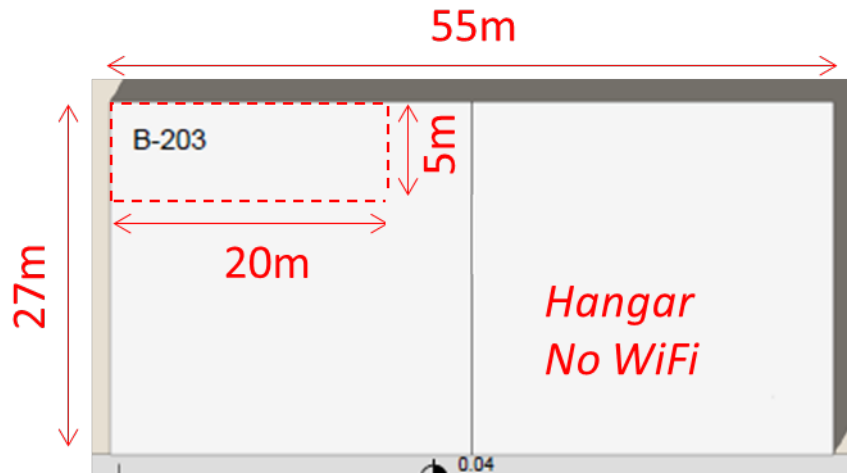
B201 has 1 floor (covering the entire height of the building) for the hangar.

2.3 B202



B202 has 1 floor.

2.4 B203, B204, B205



B203, B204, B205 have a similar layout.

B203, B204, B205 are hangars with a small office space.

B203, B204, B205 do not have dedicated CIS patch panels.

B203, B204, B205 have 1 floor.

2.5 B206, B207

B206 and B207 are out-of-scope for this contract.

3 VTC room

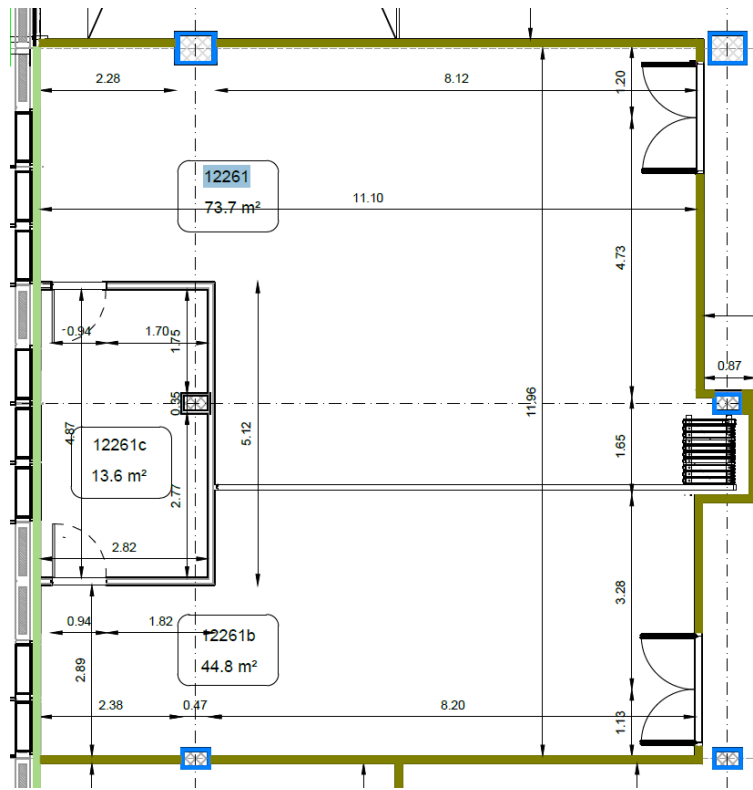


Table dimensions and monitors setting

