

IFB-CO-115893-MAIN AMENDMENT 1

Support for the NCI Agency Services Dell Servers and Storage Hardware solutions



PART II STATEMENT OF WORK

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INTRODUCTION

[1] The NATO Communications & Information Agency (NCI Agency) is responsible for the in-service support of major NATO Communications and Information Systems. NATO has Datacentres within multiple locations, operated and monitored by the NATO Infrastructure Service Centre Business area.

1.1 Purchaser's intent

[2] This Statement of Work (SoW) covers the Hardware support and firmware/software version management required to operate and maintain the existing Dell server and storage products used in NATO sites deployed in multiple locations and in multiple countries. The agency currently has several operational Dell Hardware instances; on the NATO SECRET/MISSION SECRET network, NATO RESTRICTED and in the NATO UNCLASSIFIED network. These instances are deployed with different versions.

[3] This SoW defines Contractor tasks and deliverables for providing limited Contractor Logistic Support (CLS) services for a selection of NATO-owned, NATO-operated Dell Hardware.

[4] This Contract will be structured in the form of a framework contract. The framework will define a set of basic, mandatory CLS services as well as optional CLS services. Optional services will be exercised by the Purchaser through the issuing of separate Task Orders.

[5] The following CLS services are covered by this SOW:

- a) Development and delivery of a CLS Plan (CLSP) including CLS programme planning and management;
- b) Delivery and management of the Support Contracts in accordance with the CLS Plan.
- c) Hardware maintenance;
- d) Firmware and Software revision management;
- e) Provision of on-site training;
- f) Provision of remote technical assistance;
- g) Provision of on-site technical support;
- h) CLS performance reporting and reviews.

[6] The Contractor performance period will be one base period, starting from contract start date to end of calendar year, followed by optional years of CLS as specified in the Schedule of Supplies and Services (SSS).

1.2 Interpretation of the SoW

REQ 1. The term "Contractor" shall be interpreted to include the entire Contractor/ Sub-contractors team. All requirements in this SoW, which would apply to a Contractor activity, shall apply equally to sub-contractor activities.

REQ 2. "Shall" and "Shall not" statements shall be interpreted as requirements and are contractually binding. "Should" and "Should not" statements shall be interpreted as requirements that hold a recommendation, only to be ignored by the Contractor with valid

reasons. “May” statements shall be interpreted as optional requirements of which the Contractor shall decide whether to implement the requirement or not. “Will” statements are not requirements, but clarifications that explain intent on the part of the Purchaser.

REQ 3. The order of the SoW requirements shall not be interpreted to specify the order in which they must be carried out unless explicitly stated; i.e. the SoW defines all the activities the Contractor’s process should cover. The Contractor’s CLS Plan shall include where and when these occur.

REQ 4. Whenever reference is made to a section, task, or paragraph, the reference shall be construed to include all subordinate and referenced paragraphs.

REQ 5. Whenever requirements are stated herein to “include” a group of items, parameters, or other considerations, “include” shall be construed to mean “include, but not limited to.”

SECTION 2 SCOPE OF WORK

[7] This chapter contains the clarifications and requirements concerning the scope of work required from the Contractor, as well as the scope of equipment, software and work locations. In addition, the scope of Contractor responsibility for support is defined.

2.1 Equipment / hardware

REQ 6. The following Dell equipment shall be in the scope of this Contract:

- a) All hardware listed in Annex A shall be in scope of this Contract.
- b) All equipment procured by the Purchaser during the CLS performance period shall be included in the scope of this Contract (on-boarding). Respectively, all equipment removed by the Purchaser during the CLS performance period shall be removed from the scope of this Contract (off-boarding). The Purchaser's hardware inventory list in Annex A shall be updated by the Purchaser and communicated to the Contractor on a quarterly basis, so off-boarding and on-boarding can be handled in a cost efficient manner. On-boarded items should be supported as they become operational and not wait for the quarterly cycle.

2.2 Locations

REQ 7. The Contractor shall perform all on-site services furnished under this Contract at any NATO-facility in any NATO member nation listed in this Contract.

LOT 1 Belgium

LOT 2 Republic Of Türkiye

LOT 3 Italy

LOT 4 United Kingdom

LOT 5 Portugal

LOT 6 United States of America

2.3 CLS services

[8] The Purchaser is responsible for HW Maintenance in the scope of this Contract, including failure identification/isolation and equipment replacement*, testing and activation, installation of patches and releases, configuration, security accreditation and activation. The Contractor shall be responsible for HW Maintenance Level 4 including disassembly and repair of equipment. This responsibility will be carried out by the Purchaser's maintenance organisation, supported by the CLS services procured through this Contract.

**Refer to REQ 22~~REQ 23~~ for equipment under warranty.*

[9] The Purchaser is also responsible for all levels of IT operations (i.e. service management and control), including service desk functions, incident management, problem

management, release & deployment management, change management and configuration management. This responsibility will be carried out by the Purchaser's service management and control (SMC) organisation, supported by the *CLS services procured through this Contract.

**Refer to point ~~[12]~~[13].*

REQ 8. The Contractor shall provide the following CLS services in support of the Purchaser's operation and maintenance activities, and IT operations:

- a) management of the CLS programme, in accordance with the CLS Plan and the requirements of this Contract, including development and maintenance of a CLS Plan, as defined in Section 4.1, and including end of contract activities as defined in Section 4.3;
- b) procurement, delivery and management of Support Contracts for Dell equipment for all hardware listed in Appendix A, as defined in Section 3.1;
- c) on-boarding of additional Dell Support Contracts for hardware procured during performance period, as defined in Section 3.2;
- d) hardware maintenance as defined in section 3.3;
- e) provision of on-site technical support as defined in Section 3.4;
- f) per Task Order, provision of on-site training as defined in Section 3.5;
- g) provision of remote technical assistance as defined in Section 3.6;
- h) completion of CLS performance reporting and reviews as defined in Section 4.2.

REQ 9. The Contractor shall provide the above services for the period covering the start date (given on the Contract Award) until the end of the calendar year; the option years will cover calendar years. All of the above CLS services are solely the responsibility of the Contractor unless indicated otherwise.

REQ 10. The Contractor shall provide all necessary knowledge, expertise, and resources - to include facilities, services, personnel, materials, tools, software, data, and documentation - needed to accomplish the CLS services requested in this SoW, unless stated otherwise in the requirements of this Contract.

REQ 11. The Contractor shall ensure that all CLS services are conducted in the English language.

REQ 12. The Contractor shall ensure that all CLS services are coordinated with, and approved by, the Purchaser's organisation for operation and maintenance, and IT operations, in accordance with the Purchaser's policies and regulations, and without disrupting the Purchaser's operational, maintenance and support activities.

[10] At date of Contract Award, the Purchaser will provide contact details of all personnel involved in coordination and approval, as well as personnel authorised to exercise task orders.

SECTION 3 CLS SERVICES

[11] This chapter includes the clarifications and requirements for all CLS services. The clarifications and requirements address procurement and management of Dell support contracts, software and software licenses, maintenance of software, on-site training, on-site technical support and remote technical assistance.

[12] The Contractor shall be an accredited Dell service provider/partner. It is understood that the Purchaser will interface and log requests through the Dell Online support system procured by the Contractor through the support contract and that the request will be channelled to the Contractor.

REQ 13. The Contractor shall be Dell Certified and shall maintain its certification throughout the Contract performance period. Certificates shall be provided before each option year.

REQ 14. All Contractor personnel involved in the delivery of the CLS services shall be citizens of NATO-member nations.

REQ 15. All Contractor activities to deliver the CLS services shall be undertaken in a NATO-member nation.

REQ 16. The Contractor shall notify the Purchaser of any products in scope of this Contract that become obsolete as soon as that information is received from the manufacturer. The notification shall address products that are no longer offered but still supported (i.e. end-of-sales), as well as products that are no longer supported (i.e. end-of-support), specifying the date from which this will happen.

3.1 Dell ProSupport Plus Support Contracts

REQ 17. At the beginning of the Contract performance period, the Contractor shall procure and deliver Dell ProSupport Plus support Contracts for all hardware and related software listed in Appendix A.. The Contractor shall ensure that the period of performance of each Dell ProSupport Plus support Contract covers the CLS period of performance, entirely. For items already covered by a support contract, the Contractor shall procure a new Support Contract only to cover the remaining time in the CLS performance period.

REQ 18. During the Contract performance period, the Contractor shall procure and deliver additional Dell ProSupport Plus support Contracts requested by the Purchaser through a Support Contract Task Order. The Contractor shall ensure that the period of performance of additional Dell ProSupport Plus support Contracts cover the remainder of the CLS performance period or a period as indicated in the Task Order.

REQ 19. The Contractor shall include the hardware, for which the additional, optional support contracts have been procured, in the scope of this Contract (on-boarding).

[13] The Purchaser will describe in the Support Contract Task Order in detail for which hardware instance and which type of Dell ProSupport Plus support Contract is required and

for which period. The Purchaser will request the following Dell ProSupport Plus support Contract containing the following elements from Dell:

Dell ProSupport Plus support Contracts (24/7/365);

- a. Proactive Deliverables, categorized as release and change management type of activities (Dell eng, 1 day per week, during working hours).
- b. Reactive Deliverables, HW repair and SW support service.

3.2 Dell Equipment

REQ 20. During the Contract performance period, additionally procured equipment shall be included in the scope of this Contract for the duration of the Contract performance period (on-boarding). At the start of each calendar year, the Purchaser shall update the list of equipment (Annex A), to reflect which equipment has been added (on-boarded), and which equipment is no longer under the support contract (off-boarded).

3.3 Hardware maintenance

REQ 21. During the CLS period, the Contractor shall provide hardware maintenance for all hardware in the scope of this Contract from his off-site premises. The Contractor shall execute hardware maintenance through exercising services covered by the applicable Support Contract.

REQ 22. The Contractor shall be required to replace faulty equipment under warranty, as well as the installation, testing and activation of new equipment at all of the locations under this support contract. If specifically requested by the Purchaser, the Contractor shall provide RMA (Return Material Authorisation) instructions to the Purchaser for the return of faulty items to the Contractor.

REQ 23. The Support Contract provided by the Contractor shall include provisions to advance temporary or additional equipment, if the demand requires replacement or extension of the current infrastructure.

REQ 24. Through exercising the item's Support Contract, the Contractor shall repair failed equipment or provide a replacement item, at the highest priority, and through this action restore the hardware to its intended function and performance. For this purpose, the Contractor shall, among other activities, interact with Dell directly, ship faulty equipment to Dell, receive repaired or replacement equipment, and dispatch repaired/ replaced equipment back to the Purchaser's designated final destination.

[14] The Contractor shall ensure that all services offered in the pertinent Dell Support Contract can be exercised by the Purchaser via the Contractor; it is understood that the Purchaser will interface and log requests through the Dell Online support system and that the request will be channelled to the Contractor.

REQ 25. This includes:

- a) direct access to the Dell self-help support, such as Dell support web sites, web tools, web resources and technical documentation;
- b) direct access to the Dell support portal, Support Community, and Social Media;
- c) direct access to the Dell support centre, twenty-four (24) hours per day, seven (7) days per week;
- d) registered access to dell.com;
- e) provision of Dell updates and upgrades to Dell supported products.

REQ 26. Upon reception of an equipment item, the Contractor shall investigate the item to the depth required to establish appropriate action, in compliance with the item's associated Dell Support Contract, as soon as possible. The Contractor shall then inform the Purchaser of his plan to have the item repaired or replaced, including an estimate of the turnaround time.

REQ 27. In case an advance replacement item is provided by the Contractor, the faulty items shall not be returned to the Purchaser, but returned to Dell. In such case, the Purchaser will remove the faulty item from its inventory and add the advanced replacement item to its inventory, instead.

REQ 28. Before the Contractor returns a repaired or replacement item back to the Purchaser, the Contractor shall load the item with the same options and software versions to ensure that the returned item retains all licenses, features and software of the original item.

REQ 29. The Contractor shall ensure that the response times for repaired/ replacement items are in accordance with the applicable Dell Support Contracts.

REQ 30. Defect magnetic, solid state and electronic media storage devices (e.g. solid state drives and hard drives) shall remain NATO property, and will 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. Defective Media retention shall be included for each item in the Dell Support.

REQ 31. The Contractor shall deliver repaired/ replacement equipment in accordance with the Packaging, Handling, Storage and Transportation (PHS&T) requirements in Appendix B.

3.4 On-site technical support

REQ 32. During the CLS performance period, the Contractor shall include provision for fourteen (14) on-site interventions per calendar year. These 14 interventions are considered 'per-Ticket', and shall be exercised on request of the Purchaser and included in the support contract with no additional cost. On-site interventions may be requested for any of the locations covered by this support contract and are considered inclusive of expenses (travel, subsistence etc.). Interventions not-used during a calendar year shall accumulate into the following year with a maximum of 28 days. Additional on-site support requested by the Purchaser, once the inclusive interventions have been consumed shall be optional and exercised through an On-Site Technical Support Task Order.

[15] The optional On-Site Technical Support Task Order shall be prepared by the Purchaser and include details of software/hardware instance, type of support required and for which period. The Contractor shall provide intervention costs for one (1) work-day and for one (1) weekend day, inclusive of all costs.

REQ 33. The on-site support shall be delivered by Contractor Dell certified engineers, fully qualified to perform any and all support tasks required to restore the software/hardware, in scope of this Contract, to its intended function and performance.

REQ 34. Contractor's personnel on-site shall have the security clearances required by the pertinent NATO and national authorities. The Contractor shall ensure that a sufficient number of his staff holds a NATO SECRET security clearance to perform on-site support.

REQ 35. The Contractor shall ensure that on-site support is provided within ~~two (2)~~one (1) working days after receipt of the Purchaser's request or at such point in time as requested by the Purchaser.

REQ 36. The on-site support shall be provided at any location in scope of this Contract.

REQ 37. When on-site, the Contractor's on-site personnel shall support the Purchaser during the Purchaser's working hours, Monday to Friday, 0830hrs to 1730hrs, Purchaser's timezone, excluding Purchaser's holidays. In exceptional cases, to be agreed by the Contractor, the on-site Contractor personnel shall support special operational and business needs, outside Purchaser's working hours without additional cost to the Purchaser.

REQ 38. The Contractor's on-site personnel shall coordinate with the Purchaser and seek approval from the Purchaser for all his support activities before such activities are commenced.

REQ 39. The Contractor's on-site personnel shall perform support tasks on software/hardware in scope of this Contract, as instructed by the Purchaser, including:

- a) supporting the Purchaser's IT operations activities, including incident and problem investigation, diagnosis, recovery and resolution;
- b) supporting the Purchaser's corrective maintenance activities, including fault identification and isolation, bug fixing, (re-)configuration, verification, accreditation and activation;
- c) Installation/replacement of equipment under warranty.
- d) supporting the Purchaser's preventive maintenance activities;
- e) performing administrative activities;
- f) supporting documentation activities;
- g) providing hands-on training, as specified in Section 3.5.

REQ 40. Prior to arrival on-site, the Contractor shall provide the Purchaser the following information regarding the person who will perform the on-site support.

Scheduled visits should be notified 5 days in advance. Unscheduled/emergency interventions shall be co-ordinated as needed.

- a) full name;

- b) date and place of birth;
- c) passport or national ID-card number;
- d) nationality;
- e) NATO secret security clearance and expiration date;
- f) vehicle make, model, colour and licence plate (if applicable).

REQ 41. The Contractor shall report to the Purchaser by e-mail within one (1) week after completing the on-site support. This report shall provide the following information:

- a) report ID;
- b) date of reception of the task order;
- c) date of the report;
- d) PoC details of the Contractor's engineer performing the on-site support;
- e) details of the Purchaser's on-site PoC managing the Contractor's on-site support effort;
- f) account of activities performed during on-site support;
- g) account of time spent;
- h) description of specific problems encountered;
- i) description of solutions implemented;
- j) proposal for follow-on work required;
- k) suggestions for improvement of the system, system operation, system maintenance, or system support;
- l) additionally, the activity shall be tracked on the Dell Ticket system.

3.5 On-site training (Optional)

REQ 42. During the Contract performance period, the Contractor shall deliver optional, on-site, hands-on training, requested by the Purchaser through an On-Site Training Task Order. The Contractor shall provide pricing options for this activity.

[16] The Purchaser will describe in the On-Site Training Task Order in detail:

- a. how many days of on-site, hands-on training are required;
- b. which hardware products from Appendix A will be the subject of training;
- c. at which in-scope location the training is to be provided;
- d. details and prerequisites of the intended students;
- e. resources the Purchaser can bring to bear in support of the training.

REQ 43. The Contractor shall ensure that the training will enable students to perform operation and maintenance of the subject software/hardware product, as is feasible within the number of days requested.

REQ 44. The Contractor shall provide adequate training material, such as student handbooks, learning guides, quick reference cards and evaluation/feedback forms. Training materials shall reuse and reference existing COTS documentation to the maximum extent possible.

REQ 45. The Contractor's personnel delivering the training shall meet a minimum English language proficiency equivalent to SLP 4444, in accordance with NATO STANAG 6001.

REQ 46. The Contractor's personnel delivering the training shall be regarded as on-site support personnel, which shall be subject to the same requirements as contained in Section 3.4.

REQ 47. The Contractor shall ensure that each student is instructed at the end of training to complete and return the evaluation/feedback form. Student feedback shall be consolidated and forwarded to the Purchaser in the form of an e-mail report as specified in Section 3.4.

REQ 48. The Contractor shall produce Training Certificates (certifying attendance) for each training session and student. The certificates shall be delivered to the students at the end of the training session.

[17] The purchaser will organise the training session, provide training equipment and supply general training resources, such as rooms, power, laptops, writing utensils, white boards, projectors, as necessary and when available.

3.6 Remote technical assistance

REQ 49. During the CLS period, the Contractor shall provide remote, technical assistance from Contractor's off-site premises or through the Dell Ticket system which will channel the request to the Contractor. Technical assistance shall be provided at the request of the Purchaser and in the form of provision of subject matter expertise by a Contractor employee fully qualified to answer detailed engineering and technical questions regarding the function, performance, design and resolution of problems of the products in scope of this Contract.

REQ 50. In response to the Purchaser's request for technical assistance, the Contractor shall provide expert knowledge, opinion or advice within two (2) hours the same day after reception of the Purchaser's request, or if the request is placed outside the Contractor's working hours, or within two (2) hours before Contractor's close of business, within the next working day. Outside of working hours, or within one (2) hour before Contractor's close of business, provide expert knowledge, opinion or advice within the next working day. In all cases, the Contractor's response times shall not be longer than those stipulated by the Dell agreement. The assistance shall be provided remotely, through the Dell interface (off-site premises), to a Purchaser designated contact person.

REQ 51. The Contractor shall establish a call centre (*It is understood that the Purchaser will interface and log requests through the Dell call centre/online support, and that requests will be channelled to the Contractor*) to handle and manage all of the Purchaser's service requests and incident notifications. This call centre shall act as the Contractor's single and central point of contact for all matters concerning the services furnished under this CLS Contract. The Purchaser will use this call centre to invoke any and all services in scope of this Contract.

The Contractor stipulated call centre shall be reachable by phone or e-mail, twenty-four (24) hours a day, seven (7) days per week. The call centre shall be English-speaking under STANAG 3333. The call centre shall confirm reception of the request within 30 minutes, the same day after reception of the Purchaser's request. Contractors response times shall not be longer than those stipulated by the Dell agreement

REQ 52. The Contractor shall provide the Purchaser with a unique reference number for each service request and incident notification to allow the Purchaser to monitor the status of each request or incident and to escalate if needed.

REQ 53. The Contractor shall offer a web-based service request and incident management tracking tool, the Contractor shall provide access to the personnel authorised by the Purchaser, only. It shall provide continuous tracking of the service requests and incident management, based on a unique reference number/request, clear guidelines in case of service rupture, and one dedicated webpage / customised view per key account. Direct extract available to customer. Self-export to authorised requester. Format of exports must be MS Excel (cvs or xls) and fully editable (no protection).

REQ 54. Direct extract shall be made available to customer. Self-export to authorised requester. Format of exports must be MS Excel (cvs or xls) and fully editable (no protection). Alternatively, implement (and make available) an automated solution, which allows to receive this information the next business day via email. In this case the Contractor shall perform on request, within the Service Support Contract, actions to adjust the output (format, order, content, etc.) to the needs of the Purchaser.

REQ 55. All relevant documents shall be updated on the portal / webpage on a weekly basis:

- POCs (Account Manager, Support Engineers)
- Basic Support Information (support times)
- Open cases (INC, RMAs, Support Requests)
- Shipment details (tracking) for equipment in transfer
- Statistics (open cases, resolved tickets, etc.)
- Availability to receive electronic versions of above described documentation via email

The Web Page shall not have down time for more than 5 hours per month.

[18] An initial list of authorised Purchaser personnel will be provided by the Purchaser at Contract Award and will be updated by the Purchaser during the CLS performance period, as necessary.

REQ 56. The Contractor stipulated call centre shall record all service requests and incidents from the Purchaser. The Contractor shall make accessible and available, through its web-based service, any and all recorded data to the Purchaser in such a way that the Purchaser can remotely and continuously monitor the status of every service request and incident. The Purchaser will require this data in support of the Purchaser's own IT operation processes.

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SECTION 4 CLS PROCESS

[19] This chapter contains the clarifications and requirements pertaining to the CLS process, addressing CLS planning, performance reporting and evaluation, and end-of-Contract activities.

4.1 CLS planning and management

REQ 57. At the start of the CLS-period, the Contractor shall develop, provide and implement a CLS Plan (CLSP). The CLSP shall explain in detail how the Contractor intends to fulfil all requirements in this SoW.

REQ 58. The CLS Plan shall include:

- a) a description of the Contractor's CLS organisation;
- b) a description of how the contractor will interface with the purchaser, including pertinent communication channels, points of contact and contact details;
- c) a description of the CLS product baseline;
- d) a description of the Contractor's pertinent procedures for initiation, execution and closure of each of the CLS services specified in this SoW.

REQ 59. The Contractor shall conduct CLS activities in accordance with the Purchaser accepted CLS Plan. Acceptance of the CLS Plan shall not in any manner change the requirements of this contract.

REQ 60. The CLS Plan shall be considered a living document and as such shall be updated as necessary by the Contractor, with the Purchaser's concurrence, throughout the contracted CLS period.

4.2 Performance reporting and evaluation

REQ 61. During the CLS-period, the Contractor shall provide the Purchaser with a CLS performance report once per quarter.

REQ 62. The quarterly CLS Report shall describe in detail all work performed under this contract, in the preceding quarter, including

- an account of all service requests placed by the Purchaser through the Contractor's call centre;
- an account of all incidents of failed hardware transmitted to the Contractor;
- an account of all task orders received from the Purchaser;
- an account of all Dell support contracts ordered by the Purchaser and procured by the Contractor;
- an account of all Dell support services invoked by the Contractor and performed by Dell;
- an account of all hardware maintenance activities performed by the Contractor;
- an account of all on-site support activities ordered by the Purchaser and performed by the Contractor;

- an account of all on-site training ordered by the Purchaser and performed by the Contractor;
- an account of all technical assistance activities performed by the Contractor.

REQ 63. During the CLS performance period, the Contractor shall organise two CLS performance reviews. The first review shall be at the half-way point of the contracted CLS period. The second review shall be no later than two (2) months before the end of the contracted CLS period.

[20] Invoices shall be edited by the Contractor and received upon completion of each performance review, that is to say twice during the CLS period.

REQ 64. The first CLS performance review shall be conducted face-to-face at a Purchaser designated NATO facility. The second review shall be through teleconferencing or in front of the Purchaser, at the Contractor's premises or at a NATO facility, to be determined by the Purchaser.

REQ 65. Each CLS performance review shall evaluate the CLS performance of the Contractor during the preceding period and discuss future activities as may be determined by the Contractor and the Purchaser.

REQ 66. The Purchaser will chair the CLS performance review. The Contractor shall initiate and organise the review meeting, provide the agenda, and record and produce the minutes of the meeting for approval by the Purchaser.

REQ 67. The performance evaluation shall be based on the thresholds stipulated by the Dell Service Level Agreement (SLA); non-compliances shall be reported in the quarterly CLS Report and discussed during the CLS Performance reviews.

REQ 68. The Contractor shall ensure that the response and resolution times are in accordance, and shall not exceed those defined in the applicable SLA.

REQ 69. On-site response time for installation, replacement or technical support shall not exceed 24 hours from time of request.

REQ 70. Remote/on-line support response times shall conform to the Dell 4-hour call to restoration commitment.

REQ 71. Compliancy will be evaluated on response/resolution times equal and above 85% of the Dell SLA.

REQ 72. Non-compliancy will be evaluated on response/resolution times below 85% of the Dell SLA.

REQ 73. Non-conformancies are subject to penalties and credits as described in the special provisions of the contract.

4.3 End of contract activities

REQ 74. Within two (2) weeks after the end of this CLS Contract, but only at the request of the Purchaser, the Contractor shall provide a final CLS report. The Final CLS report shall

be a summary of all preceding CLS performance reports and describe in detail all work performed under this contract.

4.4 NATO Information Protection

The Contractor shall identify all NATO Information associated with the execution and performance of this contract. At the post-award conference, the Contractor and Purchaser Project Manager shall identify and affirm marking requirements for all NATO Information to be provided to the Contractor, and/or to be developed by the Contractor, associated with the execution and performance of this contract.

The Contractor shall track all NATO Information associated with the execution and performance of this contract. The Contractor shall document, maintain, and upon request, provide to the Purchaser, a record of subcontractors, vendors, and/or suppliers who will receive or develop NATO Information and associated with the execution and performance of this contract.

The Contractor shall restrict unnecessary sharing and/or flow down of NATO Information associated with the execution and performance of this contract – in accordance with NATO marking and dissemination requirements and based on a ‘need-to-know’ to execute and perform the requirements of this contract.

The contractor shall develop and store all NATO technical data (e.g., source code) in a secure facility. The contractor shall prevent computer software, in the possession or control of non-NATO entities on non-NATO information systems, from having connections to the network through segregation control (e.g., firewall, isolated network, etc.).

The Contractor shall flow down the requirements of this clause to their subcontractors, vendors, and/or suppliers.

4.5 Contractor Cyber Incident Management Plan

The contractor shall be required to deliver a Cyber Incident Management Plan (CIMP) that is aligned to cyber security controls in line with NATO Security Policy and its supporting directives.

The Contractor shall create, maintain and operate a formal incident response and forensic capability for protection of NATO Information residing on non-NATO Information Systems. The Contractor shall include the subcontractors and suppliers that perform support work that involves NATO Information.

The Contractor shall establish an incident-handling capability plan that consists of:

- 1) incident response policy and plan,
- 2) procedures for performing incident handling and reporting
- 3) guidelines for communicating with outside parties regarding incidents
- 4) incident team structure and staffing model
- 5) relationships and lines of communication between the incident response team and other groups, both internal and external
- 6) services the incident response team should provide, and
- 7) staffing and training the incident response team

The final Program CIMP shall be in Adobe Acrobat format with a digital signature from the contractor cognizant authority.

If no approved Program CIMP currently exists between the contractor and NATO, then one must be created and submitted. If an approved Program CIMP already exists and sufficiently satisfies the CIMP requirements for the contract, then no new CIMP delivery is required. In such cases, the Contractor in consultation with the Purchaser shall only submit a Contract Letter to the Contracting Officer stating that all CIMP requirements are satisfied by the existing Program CIMP.

The Contactor shall report cyber incidents that result in an actual or potentially adverse effect on the Contractor CIS and/or NATO Information residing therein, or on a contractor's ability to deliver on the requirement.

The Contractor shall report status of the incident-handling capability including plan-of actions for capabilities not at full operational status, and periodic operational status.

The Contractor shall provide status of a cyber-incident from first identification to closure as described in the CIMP.

The contractor shall report cyber incidents for all section of the SoW to the Purchaser as described in the NCI Agency Special Provisions Clause, Cyber Incident Reporting.

The Contractor shall establish and document a digital forensics readiness plan, and upon an incident execute the plan on the Contractor CIS to include the collection, examination, analysis, and reporting.

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APPENDIX A. HARDWARE LIST

[21] The complete list of all Dell hardware (inclusive of part-numbers and serial numbers) in the scope of this Contract is contained in Annex A to this SoW and in the Schedule of Supplies and Services tab Hardware Maintenance.

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**APPENDIX B. PACKAGING, HANDLING, STORAGE AND
TRANSPORTATION (PHS&T)**

REQ 75. Regarding PHS&T, the Contractor shall interact with the Purchaser through e-mail regarding Notices of Shipment, Packing lists, Warranty instructions, ShipmentInstructions and Requests for Forms 302. Purchaser POC details will be provided at Contract Award.

REQ 76. The Contractor shall be responsible for transportation of procured/ repaired/ replacement equipment from its site in a NATO nation to the Purchaser's designated final destination in a NATO nation. The Contractor shall also be responsible for any shipments from and to VTC. The Contractor shall be responsible for any packaging, handling, storage, customs clearance and insurance covering these shipments.

[22] The Purchaser will be responsible for shipment of faulty equipment to the Contractor's designated central receipt and dispatch location in a NATO nation.

REQ 77. 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 equipment involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.

REQ 78. The Contractor shall use packaging materials that are reusable by the Purchaser for sending failed items of the same type.

REQ 79. The packages, pallets and/or containers in which equipment are shipped to the Purchaser, in addition to normal mercantile marking, shall show on a separate nameplate the designation:

"NISC Equipment"

<<CLS Contract number>>

"Building"

"Street"

"Place"

"Country"

REQ 80. Packing lists shall accompany each shipment. Each packing list shall include:

- a) the designation "NISC Equipment";
- b) the Purchaser's CLS Contract number;
- c) names and addresses of the Contractor and the Purchaser;

- d) names and addresses of the Carrier, Consignor and Consignee (if applicable and different from Contractor or Purchaser);
- e) Accounting code (to be provided by the Purchaser);
- f) PoC details and address of final destination (to be provided by the Purchaser);
- g) for each item shipped: nomenclature; part number and serial number;
- h) for each box, pallet and container: box/pallet/container identification number and number of boxes/pallets/containers; weight; dimensions.

REQ 81. Two (2) copies of the packing lists shall be fastened in a weather-proof, sealed envelope on the outside of each box, palette and/ or container, and one packing list shall be put inside each container/box.

REQ 82. The Contractor shall provide the Purchaser with a Notice of Shipment in advance of each shipment to the Purchaser. One copy of the packing list shall be attached to this notice. All shipments shall be carried out in close co-ordination with the Purchaser's PoC at final destination.

REQ 83. In the case of hazardous substances, such as Li-ion batteries, and 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.

[23] All shipments received by the Purchaser at final destination will be inspected visually 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 inform the Contractor immediately if any visual damage is encountered or if the shipment is incomplete. In such case, the Purchaser will not accept the shipment and await further instruction from the Contractor.

REQ 84. The Contractor shall be responsible for customs clearance of all shipments to the Purchaser. It is the Contractor's responsibility to take into account delays at customs. He shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances can the Purchaser be held responsible for delays incurred, even when utilising Purchaser provided Customs Form 302.

REQ 85. Prior to a shipment by the Contractor, the Purchaser will upon request issue a Customs form 302, which in some cases supports the duty free import/export of goods. The Contractor shall be responsible for requesting the issue of a form 302 at least ten (10) working days prior to shipment. The request is normally processed by the Purchaser within three (3) working days. The requested 302 forms will be sent by courier.

REQ 86. 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 will 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 his Country refuses to accept the Form 302.

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APPENDIX C. QUALIFICATIONS FOR ON-SITE PERSONNEL

REQ 87. Required qualifications for the on-site intervention personnel for software support:

- Five (5) years practical experience in the design, development, implementation, testing and maintenance of Dell solutions, in particular server and storage Technologies;
- Dell certified engineer qualification (in relevant discipline)
- broad knowledge as a system manager of IT Environments lifecycle maintenance;
- experience of on-line performance, accounting, fault, security and configuration management of digital networks and associated transmission systems; including routing and switching systems in support of data and voice;
- experience of business process re-engineering;
- experience in the production of Standard Operating Procedures;
- Spoken and written English (3333, as defined in STANAG 6001);
- National Security clearance (NATO secret).

Additional required qualifications for the training personnel:

- Experience of providing Dell Software Training to technical and non-technical staff in English.

[24] Desirable Skills for the on-site intervention and training personnel:

- recent experience in working with NATO and be familiar with the Organisation's method of operation, or have multi-national experience;
- a wide breath of knowledge of Secure information systems and their management;
- experience of working within a Secure Military Environment;
- proven knowledge of service driven environments.

REQ 88. Required qualifications for the on-site intervention personnel for equipment support:

- Five (5) years practical experience in the design, development, implementation, testing and maintenance of Dell solutions.
- Dell certified engineer qualification (in relevant discipline)

- broad knowledge as a system manager of IT Environments lifecycle maintenance;
- experience of business process re-engineering;
- experience in the production of Standard Operating Procedures;
- Spoken and written English (3333, as defined in STANAG 6001).
- Proven field service engineer service experience, ability to troubleshoot, test, repair and service technical (Dell) equipment;
- National Security clearance (NATO secret).

Additional required qualifications for the training personnel:

- Experience of providing Dell Software Training to technical and non-technical staff in English.

[25] Desirable Skills for the on-site intervention and training personnel:

- recent experience in working with NATO and be familiar with the Organisation's method of operation, or have multi-national experience;
- a wide breath of knowledge of Secure information systems and their management;
- experience of working within a Secure Military Environment;
- proven knowledge of service driven environments.

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Annex A – Lots

This Annex will be distributed upon request and subject to signed Non-Disclosure Undertaking.

Annex B – SLA: Key Performance Indicators, Targets for Support**Services and Service Credits**

This section describes the Key Performance Indicators (KPI) that the Purchaser and the Contractor shall use to measure the Contractor's performance. These KPIs shall only be in force from 3 months after Contract signature, to allow the Contractor to have all procedures in place and optimized.

The KPIs described in this annex shall be applicable 24 hours per day, 7 days per week, 365 days of the year regardless of vacation or leave except during scheduled outages.

Examples of scheduled outages:

- Time taken by Purchaser or its subcontractor to resolve non-active devices incidents, which affect Contractor support arrangements.
- Scheduled outages initiated by the Purchaser.

On-site Incident Support

The On-site Service Support KPIs are related to the delivery of on-site incident support and availability of parts related to incident resolution.

Title	Description	Key Performance indicators	Targets for support services	Service Credits (maximum cumulated service credit: 10% of value of contract for the respective period)	Reporting
On-site response time. Available 7 days per week 24 hours per day.	Technician arrives on site within 4 hours after completion of telephone based troubleshooting.	P1: within 4 hours	P1 within 4 hours	Per hour exceeding the allowed maximum accumulated delay time as specified under the Targets for Support Service: 1% of on-site incident support costs for billing period.	Quarterly
		P2-P3: within 24 hours	P2-P3: within 24 hours		
Parts locations.	Parts locations stock essential operational components.	P1: Essential stock items delivered within 4 hours.	P1: Essential stock items delivered within 4 hours.	Per hour exceeding the allowed maximum accumulated delay time as specified under the Targets for Support Service: 1% of on-site	Quarterly
		P2-3: Essential stock items delivered within	P2-P3: Essential stock items delivered		

		24 hours.	within 24 hours.	incident support costs for billing period.	
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Service Support

The Service Support KPIs are the Incident Resolution Time and the Incident Response Time.

Incident Response time

Incident response time is counted as follows:

- from the time the Purchaser notifies the Contractor of an incident
- to the time the Contractor notifies the Purchaser that he has started to work on the incident (an automated response email is not considered an acceptable notification from the Contractor).

Targets for Incident Response Time are assigned to each level of Priority. The response time of each incident shall be assessed by the Contractor and verified by the Purchaser as compliant or non-compliant. The sum of compliant incidents shall not be lower than the applicable KPI target (99.5%). Service Credits shall be applied for each non-compliant incident.

Incident resolution time

Incident Resolution time is counted as follows:

- from the time the Contractor notifies the Purchaser that he has started to work on the incident (an automated response email is not considered an acceptable notification from the Provider).
- to the time the incident has been resolved and acknowledged as resolved by the Purchaser.

The acknowledgement will be agreed through written and signed confirmation from the Purchaser that support has been given by the Contractor.

Targets for Incident Resolution Time are assigned to each level of Priority. The response time of each incident shall be assessed by the Contractor and verified by the Purchaser as compliant or non-compliant. The sum of compliant incidents shall not be lower than the applicable KPI target (~~99.5%~~95%). Service Credits shall be applied for each non-compliant incident.

The sum of compliant incidents shall not be lower than the applicable KPI target (95%).

Service Credits shall be applied for each non-compliant incident.

Priority

The following paragraph defines the priority levels and related targets.

The priority of an incident is graded using the following thresholds:

- 1 – If Level 3 support is required to solve an incident, impacting availability of a server / storage configuration item
- 2 – If Level 3 support is required as to solve an incident, impacting degraded performance of a server / storage configuration item
- 3 - All other incidents.

Targets*Incident Response Time Targets***Priority Incident Response Time Target**

- 1 99.5% of Priority 1 tickets within 30 minutes
- 2 99.5% of Priority 2 tickets within 60 minutes
- 3 99.5% of Priority 3 tickets within 120 minutes

Priority Incident Resolution Time Target

- 1 95% Compliancy based on contracted restoration targets per item

Service Credits

Service Credits are fixed as a percentage as defined in the Key Performance Indicator targets, covering response time targets, incident time targets, on-site intervention time targets related for all HW/SW covered under this contract.

Per calendar year, service credits on maintenance services and staffing shall be limited to 10% of the total value of the contract for the contracted service period. Applied service credits, if any, will be deducted from the respective quarterly invoice.