



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο NATO

ΑΔΙΑΒΑΘΜΗΤΟ
ΕΠΕΙΓΟΝ

Αρμόδιος: Ασχος (ΜΕ) Δημήτριος Κανταρτζόγλου Βρυξέλλες, 07 Απριλίου 2021
Τηλ.: +32 2 707 6734 **Α.Π.:** 1732
Ηλεκ.
Δνση: **d.kantartzoglou@grdel-nato.be**

ΠΡΟΣ: ΥΠΕΘΑ/ΓΔΑΕΕ/ΔΑΕΤΕ (μ. ΓΕΕΘΑ)

ΚΟΙΝ.: ΥΠΕΞ/Δ' Γεν. Δ/ντη
ΥΠΕΞ/Δ2 Δ/νση
ΓΕΕΘΑ/Γ2 (μ. ΓΕΕΘΑ)
Υπουργείο Ανάπτυξης
/Γενική Γραμματεία Εμπορίου (μ.η.)
Πλ.Κάνιγγος
Υπουργείο Ανάπτυξης
/Γενική Γραμματεία Βιομηχανίας (μ.η.)
/Δνση Διεθνών Βιομηχανικών Σχέσεων
Πλ.Κάνιγγος
Τεχνικό Επιμελητήριο Ελλάδος
/Δνση Ε Επαγγελματικής Δραστηριότητας, (μ.η.)
Νίκης 4

ΘΕΜΑ: Αίτηση Υποβολής Προσφορών, RFQ-CO-115152-BMD Διαγωνιστικής Διαδικασίας:
«Integration test Bed ITB Build 6 (ITB 6) Hardware Upgrades»

1. Διαβιβάζεται, συνημμένως, αίτηση υποβολής προσφορών (Request for Quotations/RFQ), διαγωνιστικής διαδικασίας Basic Ordering Agreement (BOA), εκ μέρους ΝCΙΑ, ως φιλοξενούντος έθνους.
2. Καταληκτική ημερομηνία υποβολής προσφορών, ορίζεται η 4^η Μαΐου 2021, 14:00 τ.ώ.
3. Ενδιαφερόμενες εταιρίες αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 9 αιτήσεως).
4. Παρακαλούμε για τις ενέργειές σας.

ΛΑΜΠΡΙΔΗΣ

Συν. Σελ: 138

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ
Ο υπάλληλος της Μ.Α. ΝΑΤΟ
Σταύρος Τσάκωνας
ΕΠ&ΠΛ.Α'

ΑΔΙΑΒΑΘΜΗΤΟ



NATO UNCLASSIFIED

Acquisition Directorate
Elif.Bailey@ncia.nato.int
Telephone: +32 2 707 2259

NCIA/ACQ/2021/06767
06 April 2021

To: See Distribution List

From: The Director of Acquisition, NCI Agency

Subject: **REQUEST FOR QUOTATION RFQ-CO-115152-BMD
INTEGRATION TEST BED ITB BUILD 6 (ITB 6) HARDWARE UPGRADES**

1. Your firm is hereby invited, in conformance with the terms of your active Basic Ordering Agreement (BOA) with the NCI Agency, to participate in a BOA competition for the provision of subject equipment.
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 14h00 HOURS (CENTRAL EUROPEAN TIME, UTC+1) ON 04 MAY 2021.**
3. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services, the Terms and Conditions of the Contract, as well as the Statement of Work. The Statement of Work sets forth detailed specifications governing the performance requirements of the contract.
4. The overall security classification of this RFQ is "NATO UNCLASSIFIED".
5. You are requested to complete and return the enclosed acknowledgement of receipt via e-mail within 7 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate e-mail.
6. This Request for Quotation remains the property of the NATO Communication and Information Agency (NCI Agency) and shall be protected in accordance with the applicable national security regulations.
7. This Request for Quotation does not constitute either a financial or contractual commitment at this stage.
8. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
9. The NCI Agency Point of Contact for this procurement is Elif Bailey, who can be contacted on tel. number +32 2 707 2259 or by e-mail: RFQ-CO-115152-BMD@ncia.nato.int.

FOR THE DIRECTOR OF ACQUISITION:

Elif Bailey
Senior Contracting Assistant

Elif Bailey

Digitally signed by Elif

Bailey

Date: 2021.04.06

17:10:20 +02'00'

NCI
A G E N C Y

NATO UNCLASSIFIED

RFQ-CO-115152-BMD

Date:.....

Subject: ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

We hereby advise that we have received Request for Quotation RFQ-CO-115152-BMD on, together with all the enclosures.

CHECK ONE

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

Signature

Company

Address:

POC:

Tel.:

E-mail:

Distribution List

Prospective Bidders List (alphabetically per country)

NATO Delegations

(Attn: Investment Committee Adviser; Representative to the Budget Committee)

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

NATO HQ

NATO Office of Resources

Capability Implementation Branch
Attn: Deputy Branch Chief

SACTREPEUR

Attn: Investment Assistant

NCI Agency – Internal Distribution

Director of Acquisition (Jennifer Upton)
ACQ/Chief of Contracts (Alexandre Vitry)
CAB/RCAB Secretary (Carolien Biesemans)
ACQ/Principal Contracting Officer (Bill Maley)
ACQ/Senior Contracting Officer (Martin Steenwege)
ACQ/ILS (Derya Adiyani)
ACQ/CEA (Darren Kreitler)
BMD Project Manager (Alberto Bellini)
Legal Office
REGISTRY
NATEXs

REQUEST FOR QUOTATION
RFQ-CO-115152 -BMD

NATO BMD
INTEGRATION TEST BED
ITB BUILD 6 (ITB 6)
HARDWARE UPGRADES

AUTHORISATION/SERIAL NO.
2018/0VA03020



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RFQ-CO-115152-BMD

BOOK I

BIDDING INSTRUCTIONS

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1. INTRODUCTION

1.1. The purpose of this Request for Quotation (RFQ) is the procurement of Hardware Upgrade Phase 1 for the Ballistic Missile Defense (BMD) - Integration Test Bed (ITB) Test Environment (TE) which hosts Open Framework Services (OFS) component that provides scenario preparation services, threat injections, recording, visualisation and analysis tools, as well as network connectivity and monitoring.

1.2. The Prospective Contract (Book II) requires the selected Contractor to deliver the Hardware Upgrade Phase 1 within the framework of the Contract resulting from this RFQ by performing CLINs further defined in the Statement Of Work (SOW) and summarized hereinafter as follows:

Base Contract:

CLIN 1 HW Upgrade Phase-1

- CLIN 1 provides the phase 1 technical solution and it includes the delivery of the systems, technical documentation, warranty & support, quality assurance and supply chain security

Evaluated Options:

CLIN 2 HW Upgrade Phase-1 Extended Warranty & Support

- CLIN 2 includes extended warranty and support for HW items delivered for HW upgrade Phase 1

CLIN 3 HW Upgrade Phase-2

- CLIN 3 provides the phase 2 technical solution and it includes the delivery of the systems, technical documentation, warranty & support, quality assurance and supply chain security

CLIN 4 HW Upgrade Phase-2 Extended Warranty & Support

- CLIN 4 includes extended warranty and support for HW items delivered for HW upgrade Phase 2

1.3. The Contract will be governed by Book II, Part I Schedule of Supply and Services, Part II (Contract Special Provisions) Part III (Contract General Provisions) and Part IV (Statement of Work).

1.4. This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document **AC/4-D(2019)0004 (INV)** dated 4 July 2019.

1.5. The security classification of this RFQ is "NATO UNCLASSIFIED".

1.6. Award of the Contract will be made to the lowest priced technically compliant Bidder.

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

- 1.8. The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in 2.6 of the Bidding Instructions entitled "Requests for RFQ Clarifications".
- 1.9. The target date for Contract Award is September 2021.

2. GENERAL BIDDING INFORMATION

2.1. DEFINITIONS

- 2.1.1. The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2. The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits a quote in response to this solicitation.
- 2.1.3. The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quote.
- 2.1.4. The term "Contractor" refers to a firm of a participating country which has signed a Contract under which it will perform a service, manufacture a product, or carry out work for NATO.
- 2.1.5. The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, MONTENEGRO POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.

- 2.1.6. The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCI).
- 2.1.7. The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2. ELIGIBILITY

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

- 2.2.4. The intellectual property rights to all design documentation and related system operating software shall reside in Participating Countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the Participating Countries.
- 2.2.5. Bidders are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium- type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Prime Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Prime Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Prime Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Prime Contractor” shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.3. BID DELIVERY AND BID CLOSING

- 2.3.1. All Bids shall be in the possession of the Purchaser at the email address given below in Paragraph 2.3.2 below no later than 14:00 hours (Brussels Time) on Tuesday 4 May 2021 at which time and date bidding shall be closed.
- 2.3.2. Due to the COVID-19 restrictions imposed by some governments and organisations within the NATO alliance, Bidders are requested to submit their quotation electronically to the following email address:

Email: RFQ-CO-115152-BMD@ncia.nato.int

- 2.3.3. The Bid shall consist of three (3) separate subject emails:
- 2.3.3.1. For the first e-mail the subject line shall read: “RFQ-CO-115152-BMD – Official Bid for [company name] – Part 1 - Administrative Envelope”. The e-mail content shall be as described in Paragraph 3.4.1 below, with no password protection to the file and shall be not larger than 20MB total.
- 2.3.3.2. For the second e-mail the subject line shall read: “RFQ-CO-115152-BMD –Official Bid for [company name] – Part 2 - Price Quotation”. The e-mail content shall be as described in Paragraph 3.5.2 below, with no password protection to the file, and shall be not larger than 20MB total.
- 2.3.3.3. For the third e-mail the subject line shall read: “RFQ-CO-115152-BMD – Official Bid for [company name] – Part 3 – Technical Proposal”. The e-mail content shall be as described in

Paragraph, 3.6.2 below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

2.3.4. Quotations which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award.

2.3.5. It is the responsibility of the Bidder to ensure that the Bid submission is duly completed by the specified Bid Closing time and date. If a Bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

2.3.5.1. Of the content of the Bid as originally submitted; and,

2.3.5.2. That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.4. REQUESTS FOR EXTENSION OF BID CLOSING DATE

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

2.5. PURCHASER POINT OF CONTACT

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

Senior Contracting Assistant
Ms Elif Bailey
E-mail: Elif.Bailey@ncia.nato.int
Phone: 02 707 22 59

2.6. REQUESTS FOR RFQ CLARIFICATIONS

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

- 2.6.2. All questions and requests for clarification must be submitted in writing using the format in ANNEX D, All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the POC specified in 2.5.1 and shall arrive **not later than seven (7) calendar days before Bid Closing date**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3.
- 2.6.3. Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.6.5. The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

2.7. REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1. Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Technical Specifications, the SOW and any other Terms and Conditions of the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.
- 2.7.2. Requests for alterations to the other requirements, terms or conditions of the Request for Quote or the Prospective Contract may only be considered as part of the clarification process set forth in 2.6. 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.

2.8. AMENDMENT OF THE REQUEST FOR QUOTE

- 2.8.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such

amendment shall be recorded in the Acknowledgement of Receipt (Annex B-2) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in 2.6 or may be an independent action on the part of the Purchaser.

- 2.8.2. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.

2.9. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

- 2.9.4. Except as provided in 2.10.4.2, a Bidder may withdraw its bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. BID VALIDITY

- 2.10.1. 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 2.3.1.

- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-5 for acceptance by the Purchaser may be determined to be non-compliant.

- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in 2.10.1. However, should

that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

2.10.4.1. 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

2.10.4.2. refuse this extension of time and withdraw the bid without penalty.

2.10.5. Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.11. BID GUARANTEE

2.11.1. The Bid Guarantee shall be submitted by email to the Purchaser either directly by a banking institution or from the Bidder emailing the Bid Guarantee to Treasury at:

NCIAFinanceTreasuryBankGuarantee@ncia.nato.int

In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Bid Administration Volume

2.11.2. The Bidder shall furnish with its Bid a guarantee in an amount equal to One Hundred Thousand Euro (€ 100,000.00) with a validity equal to that of the bid as expressed in paragraph 2.10.1 . The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional bid bond, i.e. Standby Letter of Credit issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO Communications and Information Agency and its legal successor.

2.11.3. "Standby Letter of Credit" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank 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 Bidder can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate

in Belgium.

- 2.11.4. The format described in ANNEX C may be used by the issuing financial institution to create a Standby Letter of Credit:
- 2.11.4.1. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
 - 2.11.4.2. Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the bid to be determined non-compliant.
- 2.11.5. Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date.
- 2.11.6. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.7. Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.8. In the event that a Bid Guarantee is submitted directly by a banking institution, the Bidder shall furnish a copy of said document in the Bid Administration Package.
- 2.11.9. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
- 2.11.9.1. The Bidder has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant bid determined to represent the best value, withdraws his Bid, or states that he does not consider his bid valid or agree to be bound by his bid, or
 - 2.11.9.2. The Bidder has submitted a compliant bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Request for Quotaion.
 - 2.11.9.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security or export control requirements of the Contract at the date of Contract signature,

2.11.9.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.

2.11.10. Bid Guarantees will be returned to Bidders as follows:

2.11.10.1. to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);

2.11.10.2. to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;

2.11.10.3. to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon contract execution by both parties;

2.11.10.4. pursuant to 2.10.4.2 .

2.11.11. Bid Guarantees will be covering the full scope of the implementation.

2.12. CANCELLATION OF REQUEST FOR QUOTES

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

2.13. ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

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

2.14. SUPPLEMENTAL AGREEMENTS

- 2.14.1. Bidders are required, in accordance with the certificate at Annex B-8 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.
- 2.14.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.
- 2.14.3. 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.

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

- 2.15.1. Bidders are instructed to review Article 17 the Contract Special Provisions and Clause 31 of the BOA General Provisions set forth in Parts II and III of Book II herein. These Clauses set forth the definitions as well as the terms and conditions regarding the rights of the Parties concerning Intellectual Property (IP) developed and/or delivered under this Contract or used as a basis of development under this Contract.
- 2.15.2. Bidders are required to disclose for deliverables pertaining to all CLINs, and in accordance with Annexes Annex B-11, Annex B-12, and Annex B-13, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.15.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in the provisions of the Book II Prospective Contract concerning use or dissemination of such Intellectual Property.
- 2.15.4. Bidders are informed that any restriction on use or dissemination of Intellectual Property that conflicts with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract, shall render the bid non-compliant.

2.16. MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

- 2.16.1. Bidders are requested to note that, in accordance with the Certificate at Annex B-9 to this Book I – Bidding Instructions, Bidders shall provide documentary evidence that the Bidder possesses a current certification that it is compliant with the requirements of Allied Quality Assurance Publication 2110, ISO 9001:2015 or an equivalent QA/QC regime in software and system domain.
- 2.16.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation as well as extended to its relationships with sub-Contractors.
- 2.16.3. 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-9 in the Bid Administration Package.
- 2.16.4. Failure to execute this certificate or to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted bid.

3. BID PREPARATION INSTRUCTIONS

3.1. GENERAL

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

3.2. BID PACKAGE CONTENT

- 3.2.1. The complete bid submission shall consist of three volumes as shown in the following table.

Volume	Format and Quantity Details
I: Bid Administration	<u>1 .ZIP File Submitted by Email, which includes:</u> 1 Scanned PDF file, with physical (non-digital) signatures. All of the required contents are detailed in 3.4.4.
II: Price	<u>1 .ZIP File Submitted by Email, which includes:</u> 1 Excel file, using the Bidding Sheets template provided. 1 electronically signed PDF conversion of the Excel file All of the required contents are detailed in Section 3.5.2.

III: Technical	1 <u>.ZIP File Submitted by Email, which includes:</u> Technical Proposal in PDF or MS Office formats as All of the required technical contents are detailed in Section 3.6.
Bid Guarantee	1 <u>PDF File, Submitted by Email directly to the Purchaser as detailed under 2.5.1 and 2.11 above.</u>

3.2.2. All emails submitted shall be less than 20MB and without password protection

3.3. PACKAGE MARKING

3.3.1. The proposal shall be sent via three separate e-mails to the Bid Delivery email address specified in paragraph 2.5.1 above. The e-mails shall have the following subject lines:

3.3.1.1. RFQ-CO-115152-BMD Official Bid for *Company Name*,
Volume I – Bid Administration,

3.3.1.2. RFQ-CO-115152-BMD Official Bid for *Company Name*,
Volume II – Price,

3.3.1.3. RFQ-CO-115152-BMD Official Bid for *Company Name*,
Volume III – Technical, (*if necessary: email 1 of 2 / email 2 of 2*)

3.3.2. The Bid Guarantee shall be sent by email to the email address specified in paragraph 2.5.1 above. This email should clearly reference the company name and RFQ number.

3.3.3. The individual electronic files sent by email shall have the following names:

3.3.3.1. Volume I: RFQ-CO-115152-BMD Official Bid for *Company Name*, Volume I – Bid Administration. The content shall be as described in Paragraph 3.4 below, with no password protection to the file and shall be not larger than 20MB total.

3.3.3.2. Volume II: RFQ-CO-115152-BMD Official Bid for *Company Name*, Volume II – Price. The content shall be as described in Paragraph 3.5 below, with no password protection to the file and shall be not larger than 20MB total.

3.3.3.3. Volume III: RFQ-CO-115152-BMD Official Bid for *Company Name*, Volume III – Technical Proposal including Table of Contents, and Traceability Matrix. The content shall be as described in Paragraph 3.6 below, with no password protection to the file and shall be not larger than 20MB total. For large Technical Proposals, multiple e-mails may be required to

submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

- 3.3.4. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.
- 3.3.5. Documents submitted in accordance with 3.2.1 shall be classified no higher than "NATO UNCLASSIFIED" material.
- 3.3.6. Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.3.7. Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or "copy & paste". The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.
- 3.3.8. Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.
- 3.3.9. Bid language shall be English.

3.4. PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)

- 3.4.1. Contents: One ZIP file submitted by email, containing one PDF file comprised of all of the required documentation stated in paragraph 3.4.4 below; and one copy of the Bid Guarantee submitted directly to the Purchaser Treasury office.
- 3.4.2. As explained in section 2.11, the Bid Guarantee shall be sent directly to the Purchaser Treasury. Additionally, a copy of the Bid Guarantee shall be included in this volume. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.4.3. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.4.4. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, completed and signed by an authorized representative of the Bidder. Bidders are cautioned that they should refrain from altering the existing content of the Certificate templates. Failing to do so could lead to non-compliance. The Certificates are as follows:
 - 3.4.4.1. Annex B-1 Certificate of Legal Name of Bidder
 - 3.4.4.2. Annex B-2 Acknowledgement of Receipt of RFQ Amendments

- 3.4.4.3. Annex B-3 Certificate of Independent Determination
 - 3.4.4.4. Annex B-4 Certificate of Understanding
 - 3.4.4.5. Annex B-5 Certificate of Bid Validity
 - 3.4.4.6. Annex B-6 Certificate of Exclusion of Taxes, Duties and Charges
 - 3.4.4.7. Annex B-7 Comprehension and Acceptance of Contract Special and General Provisions
 - 3.4.4.8. Annex B-8 Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements
 - 3.4.4.9. Annex B-9 Certificate of Compliance AQAP or ISO 9001:2015 or Equivalent
 - 3.4.4.10. Annex B-10 List of Prospective Sub-Contractors Bidder Background IPR
 - 3.4.4.11. Annex B-11 List of Sub-Contractor IPR
 - 3.4.4.12. Annex B-12 List of Third Party IPR
 - 3.4.4.13. Annex B-13 Certificate of Origin of Equipment, Services, and Intellectual Property
 - 3.4.4.14. Annex B-14 Disclosure of Involvement of Former NCI Agency Employment
 - 3.4.4.15. Annex B-15.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures
 - 3.4.4.16. Annex B-16 Supply Chain Security Self-Attestation Statement
- 3.4.5. Concerning Certificate Annex B - 11 , the Contractor shall identify by name, project role, and country of origin, all sub-Contractors whose sub-contract value is expected to equal or exceed 15% of the total contract value, if any. A list of consortium members shall also be completed and included. If there are no sub-Contractors/consortium members involved, the Bidder shall state this separately. **The sub-Contractors listed in this certificate shall be traceable in the Bidding Sheets.**
- 3.4.6. Concerning Certificate Annex B-8, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 3.4.6.1. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required

by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

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

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

3.4.7. Cross-Reference/Compliance Table.

3.4.7.1. The Bidder shall include a copy of the Technical Proposal Cross-Reference/Compliance Table (see ANNEX E) in the Administrative package. The Bidder shall complete the Column marked "Bid Ref" 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.

3.5. PREPARATION OF THE PRICE QUOTATION (PART 2)

3.5.1. The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with RFQ Book I, Section 3 and 0. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.

3.5.2. Contents: One ZIP file submitted by email, containing the completed Bidding Sheets provided with this RFQ under Book I - Annex A-3 "Bidding Sheets" and, in annex, the complete set of sheets contained in the electronic file "RFQ-CO-115152-BMD-Book I-Annex A-Bidding sheets.xls" submitted as part of this RFQ.

3.5.3. The documentation stated in paragraph 3.5.2 above must be submitted in one (1) version in Excel, and one (1) electronically signed PDF conversion of the Excel file.

3.5.4. Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in 0. All prescriptions illustrated therein are to be

regarded as mandatory. Failure to abide to such prescriptions may lead to the bid being declared non-compliant

- 3.5.5. Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.5.5.1. the currency is of a "Participating Country" in the project, and
 - 3.5.5.2. the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.6. The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.5.7. The Contractor shall be responsible for ensuring that its respective sub-Contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective sub-Contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-6.
- 3.5.8. Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2010 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.
- 3.5.9. The Bidder's attention is directed to the fact that their Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.5.10. When completing the Bidding Sheets, the Bidders shall complete the unit price and total firm fixed price for CLIN 1 and CLIN 2 and the fixed

percentage for CLIN 4 of this RFQ. Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial quotations shall be rejected. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

- 3.5.11. The Bidding Sheets shall clearly illustrate the totals per CLIN and the grand total price of the bid in accordance with the format set out in the Annex A-3 of these Bidding Instructions.
- 3.5.12. The Bidder shall furnish firm fixed price quotations, for CLIN 1 and CLIN 2 as well as a fixed percentage for CLIN 4. Partial quotations shall be rejected.
- 3.5.13. The CLIN 3 is marked as Not To Exceed (NTE) and for which the Purchaser has elected to reserve a determined amount and this cell shall be left unchanged. The indicated NTE amount is in EURO.
- 3.5.14. The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.5.15. Price Proposals specifying delivery dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.5.16. The Bidder shall identify for each CLIN all significant sub-Contractors and provide required information about their prospective sub-Contractors whose estimated value of the subcontract is expected to equal or exceed EUR 15% of the total contract value using the "List of Prospective Sub-Contractors" form attached to Book I Annex B-10.

3.6. PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

- 3.6.1. Bidders shall prepare and submit their Technical Proposal in accordance with RFQ Book I, Section 3 with separate documents in PDF or MS Office formats as required, containing all the information addressing and requirements of the SOW including the technical specifications in SOW Appendix A and B. The Technical Proposal shall have a confirmation that all requirements in SOW and ANNEX F are included in the proposed solution.

3.6.2. In addition the Technical Proposal shall include the following:

3.6.3. Overall Structure

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

3.6.4. Section 1: Corporate Organization

3.6.4.1. The Bidder shall have provided a description of the parts of the project that he intends to sub-Contract and demonstrate that the chosen sub-Contractors have adequate assets and capacity to fulfil their role to that they have been allocated. The Bidder shall have demonstrated that such sub-Contracted facilities and assets are available to meet the anticipated schedule, and have provided sufficient alternative arrangements in case of the failure to deliver of critical sub-Contracted items.

3.6.4.2. The Bidder shall have provided a sub-section that identifies the items (assemblies, sub-assemblies) and services that are to be fabricated and/or performed by the corporate resources of the Prime Contractor.

3.6.4.3. The Bidder shall have identified the location of the production facilities that will be utilized, and/or the source within the corporate organization of the services and expertise required. For corporate production facilities, the Bidder shall have provided analytical evidence that adequate capacity exists in order that the required items may be made within the time schedule of the Prospective Contract.

3.6.4.4. The Bidder and all sub-Contractors shall indicate the QC/QA standards under which they operate, and identify the certifications held (including copies of all applicable industry and ISO certifications).

3.6.5. Section 2: Technical Solution

3.6.5.1. The ITB 6 HW upgrade Phase 1 will upgrade the ITB HW infrastructure currently in operation (aka ITB 5.3). The Bidder shall describe how the ITB 6 HW upgrade Phase 1 will be achieved with sufficient technical detail for the Purchaser to determine compliance with the SOW and the technical requirements detailed in SOW Appendix B and C.

3.6.5.2. This project is to acquire hardware to establish the ITB 6 Infrastructures for Core and Ops ITB. The minimum set of ITB 6 HW requirement specifications are given in SOW Appendix B

and are applicable to the each of the two ITB 6 Infrastructures.

- 3.6.5.3. The ITB 5.3 HW specification is given in Annex F of the Bidding Instructions. The ITB 5.3 HW is based upon HPE and NetAPP products. Of course, Bidders can propose any other OEM as long as they meet or exceed all requirements of SOW Appendix B and C and ensure compatibility and interoperability with ITB 5.3 current HW as given in ANNEX F.
- 3.6.5.4. The Purchaser SAN already in use on Core ITB can be provided as PFI to the Bidders to build the Core ITB. For information, the specifications of current in use Purchaser SAN are included in Bidding Instructions ANNEX F. If the Bidder selects this PFI to build the Core ITB, only one SAN for the Ops ITB Infrastructure is needed in addition to the SAN PFI. In this case, the Bidder shall deliver a SAN system based on the same OEM models and meeting at minimum the same hardware specification as given in ANNEX F. If any of the SAN components are discontinued, the Contractor shall deliver the alternate products identified by the OEM as the replacements of the existing SAN. These products shall meet at minimum the hardware specification given in ANNEX F.
- 3.6.5.5. OEM Specifications sheets. The Bidder shall provide a specifications sheet for each item of the Technical Solution to give evidence that proposed COTS satisfy the hardware specification stated in Book II part IV SOW Appendix B and C and ANNEX F if applicable.
- 3.6.5.6. HW Compatibility statements: the Contractor shall provide OEM confirmation that each of HW components constituting the ITB Systems (Core and Ops ITB) are fully compatible and interoperable within the technical solution and with regards to already existing ITB SAN system specified in Annex F.
- 3.6.5.7. Obsolescence Report. The Bidder shall provide an Obsolescence Report including reference to the End of Sale, End of Part Production and End of Support for each of the proposed HW items. This Obsolescence Report shall enclose present OEM life expectancy statements providing the current support plan for each of the items.
- 3.6.5.8. 5 Year Support Statement. The Contractor shall demonstrate 5 Years of OEM Support starting from Contract Acceptance for each of the items constituting the Core ITB and the Ops ITB Systems as described in OEM statement.
- 3.6.5.9. Bidders shall include a Supportability Proposal within the Technical Proposal in accordance with the following requirements in compliance with subchapters of SOW Section 3.

- 3.6.5.9.1. The Contractor's ILS (and support) organization, roles, responsibilities and procedures;
- 3.6.5.9.2. Technical Documentation (COTS documentation, including the user and maintenance manuals and OEM datasheets)
- 3.6.5.9.3. Warranty (organization POC(s), response times, on-site support)

3.6.6. Section 3: Bidder Qualifications:

- 3.6.6.1. This project is to acquire hardware to establish ITB 6 HW Infrastructure. All the equipment subject to this BOA competition is to be TEMPEST certified. The Bidder shall provide minimum one successful example of past deliver in scope and timelines on projects involving TEMPEST B, Certified HW.
- 3.6.6.2. The Bidder shall identify the NATO Approved TEMPEST vendor which will be used for this project to deliver certified TEMPEST HW.
- 3.6.6.3. Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.

4. BID EVALUATION

4.1. GENERAL

- 4.1.1. The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ. Failure to address any of the bidding requirements in this RFQ or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 4.1.2. The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- 4.1.4. During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5. The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.
- 4.1.6. The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV) dated 4 July 2019.
- 4.1.7. The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.
- 4.1.8. All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

4.2. ADMINISTRATIVE CRITERIA

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

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

4.2.1.2. The Bid was packaged and marked properly (as per 3.3).

4.2.1.3. The Administrative Package contains the Bid Guarantee and all the requested signed originals of the required Certificates in ANNEX B hereto.

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

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

4.3. PRICE CRITERIA

4.3.1. The Bidder's Price Quotation

4.3.1.1. The Bidder's Price Quotation will be first assessed for compliance against the standards detailed in the following paragraphs. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.3.1.2. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section 3 and the Instructions for Contractor's Bidding Sheets, in particular:

4.3.1.2.1. The Bidder has prepared the Price Proposal in the form of the Bidding Sheets, by completing the yellow highlighted sections in accordance with the instructions specified in the Bidding Sheets under the tab Instructions.

4.3.1.2.2. The Bidder has furnished Firm Fixed Prices for all items listed in CLINs 1 and CLIN 2, and a percentage of the NTE value for CLIN 4.

4.3.1.2.3. The CLIN 3 is marked as Not To Exceed (NTE) and for which the Purchaser has elected to reserve a determined amount and this cell shall be left unchanged. The indicated NTE amount is in EURO.

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

4.3.2. **Basis of Price Comparison**

- 4.3.2.1. The Purchaser will convert all prices quoted into EURO

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

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

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

Total Price CLIN 1 to CLIN 4.

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

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

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

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

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

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

4.3.4. **Price Realism**

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

- 4.3.4.2. Indicators of an unrealistically low bid may be the following, amongst others:

- 4.3.4.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- 4.3.4.2.2. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- 4.3.4.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.3.4.3. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:
 - 4.3.4.3.1. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
 - 4.3.4.3.2. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
 - 4.3.4.3.3. The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
 - 4.3.4.4. If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the

Bidder responds on the basis of 4.3.4.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

4.3.4.5. If the Purchaser accepts the Bidder’s explanation of mistake in 4.3.4.3.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder’s explanation pursuant to 4.3.4.3.3, the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6. If the Bidder presents a convincing rationale pursuant to 4.3.4.3.2, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4. TECHNICAL CRITERIA

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

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

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

ITEM	RFQ REFERENCE	EVALUATION CRITERIA
1	Bidding Instructions 3.6.4	Has the Bidder provided Corporate Organization including subcontracting, production approach and production location?
2	SOW Appendix B and Appendix C Bidding Instructions 3.6.5.1, 3.6.5.2, 3.6.5.3, 3.6.5.5	Bidder provided a Technical Proposal, which includes all of required information: <ul style="list-style-type: none"> • How Technical Solution to satisfy Appendix B & C of SOW • Original Equipment Manufacturer (OEM) Specifications sheets
3	SOW Appendix B Bidding Instructions 3.6.5.4	The Bidder confirmed if he shall use the PFI as part of the technical solution or not. In case he chooses the PFI, the Bidder shall describe how the solution is integrated and compliant with all SOW

ITEM	RFQ REFERENCE	EVALUATION CRITERIA
		requirements
4	SOW Appendix B Bidding Instructions 3.6.5.6	Has the Bidder provided HW Compatibility statements including OEM Confirmation statements?
5	SOW Section 3 Bidding Instructions 3.6.5.7	Has the Bidder provided Obsolescence Report including reference to the End of Sale, End of Part Production and End of Support for each of the proposed HW items? This Obsolescence Report shall enclose present OEM life expectancy statements providing the current support plan for each of the items.
6	SOW Section 3 Bidding Instructions 3.6.5.8	Has the Bidder provided the 5 Year Support Statement describing the Warranty and Support Concept with respect to 5 years of life span following the technical solution Acceptance (e.g. System Inventory, Recommended Spare Parts and Consumables list template)?
7	SOW Section 3 Bidding Instructions 3.6.5.9	<p>Has the Bidder described in Section 3 the Integrated Logistics Support (ILS) aspects of the Bid including a high level description of his proposed Integrated Logistics Support? This description concisely addresses:</p> <ul style="list-style-type: none"> • The Bidder's ILS Organization, • The Support Planning, • Supply Support, • Technical Documentation (COTS documentation, user and maintenance manuals and OEM datasheets • Packaging, Handling, Storage and Transportation as set forth in Section 3 of the SOW • The description provides sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SOW.
8	SOW Section 3 Bidding Instructions 3.6.5.9	Has the Bidder provided Warranty information (organization POC(s), response times, on-site support)?
9	SOW Appendix B Bidding Instructions 3.6.6.1, 3.6.6.2	Has the Bidder provided written confirmation that it will deliver the required HW along with the relevant TEMPEST Class B and C certificates, as per the SOW Appendix B and Appendix C?

INDEX OF ANNEXES (Provided as separate file)**ANNEX A INSTRUCTIONS FOR BIDDING SHEETS**

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- Annex A-3 Bidding Sheets

ANNEX B PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES

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ANNEX C BID GUARANTEE**ANNEX D CLARIFICATION REQUEST FORM****ANNEX E CROSS REFERENCE - TRACEABILITY MATRIX****ANNEX F TECHNICAL REQUIREMENTS**

ANNEX A Instructions for Bidding Sheets

Bidding Sheets

On behalf of the firm stated below I hereby offer the Purchaser the services and deliverables (collectively referred as "ITEMS") set forth in the attached schedules¹, at the specified prices, and subject to the terms and conditions stated in RFQ-CO-115152 - BMD.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

Bid Reference _____

¹ Bidders shall submit in electronic form the cover page and an electronic copy of the worksheets contained in the file "03-RFQ -CO-115152-BMD-Book I-Annex A-Bidding Sheets.xls" that was submitted to them as part of the RFQ package.

ANNEX A-1 Introduction

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

ANNEX A-2 General requirements

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this RFQ and referenced in ANNEX A-3 .
2. This Excel file includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.
3. Bidders shall submit their price quotation and their proposed delivery dates by filling in the yellow cells. Please note proposed overall delivery dates cannot be later than the milestone dates identified in Annex B of Book II Special Provisions.
4. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.
5. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
6. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO and National sites and Contractor facilities.
7. Should the Apparent Lowest Priced Technically Compliant Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.
8. Bidders are advised that formulae are designed to ease evaluation of the Bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.
9. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described section 2.6 Request for Clarifications. The Purchaser will then make a correction and notify all the Bidders of the update.

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

ANNEX A-3 Structure Bidding Sheets

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

“03-RFQ -CO-115152-BMD-Book I-Annex A-Bidding Sheets”

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

ANNEX A-4 Bidding Sheets Compilation Instructions

- a. The CLIN 3 is marked as Not To Exceed (NTE) and for which the Purchaser has elected to reserve a determined amount and this cell shall be left unchanged. The indicated NTE amount is in EURO.
- b. In CLIN 4 as unit price, the Bidders shall insert a percentage value of the NTE amount of CLIN 3.
- c. Bidders quoting in other than EURO currency should complete to the bidding sheets in two currencies. (i.e. provide a total in the Bid currency for CLINs 1 and 2 and a total in EUR for CLINs 3 and 4)
- d. If the contract is awarded to a Bidder quoting in other than EURO currency, CLINs 3 and 4 will be converted to the Bid currency in accordance with Book I paragraph 4.3.2.1.

ANNEX B Prescribed Administrative Forms and Certificates

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ANNEX B-1 Certificate of legal name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____
POSITION: _____
TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____
POSITION: _____
TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-2 Acknowledgement of receipt of RFQ Amendments

I confirm that the following Amendments to Request for Quote No RFQ-CO-115152 –BMD have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-3 Certificate of Independent Determination

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
(ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-4 Certificate of Understanding

I certify that

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-5 Certificate Of Bid Validity

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

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

2. These supplemental agreements are listed as follows:
(insert list of supplemental agreements or specify “none”)

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

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title & Company

ANNEX B-9 Certificate of AQAP 2110 or ISO 9001: 2015 Compliance

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

A copy of the certification is attached herewith.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-10 List of Prospective Sub-Contractors/Consortium Members

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

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

.....

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-11 Bidder Background Intellectual Property Rights (IPR)

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

ITEM	DESCRIPTION

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

The Background IPR stated above complies with the terms specified in Article 17 of Prospective Contract Special Provisions.

ANNEX B-12 List of Subcontractor IPR

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

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

ITEM	DESCRIPTION

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-13 List of Third Party IPR

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

ITEM	DESCRIPTION

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

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

ANNEX B-14 Certification of NATO Member Country Origin of Delivered Equipment, Services, Materials And Intellectual Property Rights

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

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

 Date

 Signature of Authorised Representative

 Printed Name

 Title

 Company

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

**ANNEX B-15 Disclosure of Involvement of Former NCI Agency
Employment**

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

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

The Bidder hereby certifies that:

- Its personnel, at any tier, working as part of the company’s team preparing the Bid have not held employment with NCI Agency within the last two years.
- It has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Annex B-17 of this RFQ):

Employee Name	Former NCI Agency Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-15 Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

1. The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
2. Former NCI Agency Personnel will not be accepted as consultants or commercial counterparts for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff members, agents or consultants of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a “temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case”. For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
3. In addition to paragraph 2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency from engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the Agency Supervisory Board (ASB).
4. NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities’ not-yet-authorized release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
5. The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
6. NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.

ANNEX B-16 Supply Chain Security Self-Attestation Statement

[Name Contractor]

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

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

following items:

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

I can supply supporting evidence if required.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-16 Bis Vendor Specific Requirements For Supply Chain Security

1. Supply Chain Security Program Governance

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

2. Security in Manufacturing and Operations

- 2.1. The governed supply chain security program shall address security in manufacturing and operations.
- 2.2. The area of security in manufacturing and operations describes the practices to protect against Supply Chain security threats and risks in manufacturing operations. It shall address, at least, the following:

- 2.2.1. Security of production platform
- 2.2.2. Security in Inventory Management
- 2.2.3. Segregation of Duties
- 2.2.4. Tracking and Accountability
- 2.2.5. Scrap Management
- 2.2.6. Tampering and Malicious Modification
- 2.2.7. Counterfeit Mitigation

d.

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

- 2.3.1. Implement controls to manage access to material inventory within the production environment.
- 2.3.2. Maintain accounting of inventory throughout the production lifecycle.
- 2.3.3. Maintain inventory tracking documentation and/or information for an appropriate agreed time period.
- 2.3.4. CIS equipment/components should be marked with one or more markers such as company logo, forgery-proof part number to prevent counterfeiting.
- 2.3.5. Implement applicable separation of duties controls to limit opportunities for counterfeiting, malicious modification and tampering.
- 2.3.6. Scrap should be tracked and controlled until destroyed or deemed unusable.

3. Security in Logistics

3.1. The governed supply chain security program shall address security in logistics.

3.2. The area of security in logistics describes the practices to protect against security threats and risks during storage and distribution of software, components and products through the Supply Chain. It shall address, at least, the following:

- 3.2.1. Packaging Security
- 3.2.2. Transportation Security, including tampering detection
- 3.2.3. Secured Warehousing and Storage,

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

- 3.3.1. Ensure anonymity of client by implementing technical mechanism that doesn't require to show human-readable or direct information about client (example given: bar- code...).
- 3.3.2. Implement a control policy for each equipment/component before their packaging.
- 3.3.3. Ensure robust tamper detection by advanced mechanism (seal, secure packaging...).
- 3.3.4. Implement anti-tamper mechanisms
- 3.3.5. Store proprietary material in an access controlled area.
- 3.3.6. Uniquely identify all shipped components using valid identification and tracking techniques (e.g., serial numbers, date codes, license labels).

4. NATO Procurement and Sustainment Information Protection

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

5. Vendor Physical and Personnel Security

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

- 5.1.1.1. Physical Access Controls and Monitoring, in compliance with NATO directive protection of such a confidential information at proper level
- 5.1.1.2. Security training and awareness, in compliance with NATO directive on protection of such a confidential information at proper level
- 5.1.2. The CIS product vendor, to improve its practices, should:
 - 5.1.2.1. Implement applicable physical access controls for entering as well as exiting facilities.
 - 5.1.2.2. Periodically have development and loading premises, including all remote network access point audited by independent control office
 - 5.1.2.3. Periodically review and update physical access entitlement and privilege. This review should be based on employee background, adjusting the roles.
 - 5.1.2.4. Deploy periodic security awareness campaigns and training to all personnel addressing the following areas, as applicable:
 - 5.1.2.4.1. Security and information protection practices against social engineering, phishing, malware etc.
 - 5.1.2.4.2. Information systems access
 - 5.1.2.4.3. Security incident detection and reporting
 - 5.1.2.4.4. Response to burglary, robbery and in-transit theft
 - 5.1.2.4.5. Visitor access and challenging un-identified persons or vehicles
 - 5.1.2.4.6. Management and disposal of scrap
 - 5.1.2.4.7. Detection of counterfeit items and malicious modification

6. Security in Service Management

- 6.1. The governed supply chain security program shall address security in service management.
 - 6.1.1. This area of service management describes the practices to continue to securely deliver support and ancillary services required for the security product to be operated - e.g. online services like signature server - and maintained – e.g. online update server - in an event of a service disruption. It shall address, at least, the following:
 - 6.1.1.1. Security in Business Continuity Planning issues;
 - 6.1.1.2. Business Continuity Plan Testing procedures;
 - 6.1.1.3. Activity Recovery Plan.
 - 6.1.2. The CIS product vendor, to improve its practices, should:
 - 6.1.2.1. Implement security controls as part of business continuity efforts (e.g., processes, location) to ensure confidential information is protected during periods of disruption.
 - 6.1.2.2. Implement vulnerability survey, both from customers and open sources.
 - 6.1.2.3. Post-sale services and configuration support
 - 6.1.2.4. Test business continuity plans for security periodically and update them based on the results of the testing.

7. Security in Incident Management

- 7.1. The governed supply chain security program shall address security in incident management.
 - 7.1.1. This area of security incident management describes the practices to establish and implement a robust incident management process to identify, document and resolve security incidents. It shall address, at least, the following:
 - 7.1.1.1. Incident handling and response procedures
 - 7.1.2. The CIS product Vendor should:
 - 7.1.2.1. Establish capabilities to identify and respond to security incidents.
 - 7.1.2.2. Assign roles and responsibilities to personnel, including response procedures, to manage security incidents effectively.
 - 7.1.2.3. Review incident response plan periodically and update based on evolving security risks and threats.
 - 7.1.2.4. Vulnerability review and impact analysis on CIS product facilities.
 - 7.1.2.5. Implement analysis of 0-day incidents, including their impact on the supply chain.

8. 3rd Party Supplier Management

- 8.1. The governed supply chain security program shall address 3rd party supplier management.
 - 8.1.1. This area of 3rd party security describes making multiple tiers of suppliers to a CIS product vendor to NATO aware of all applicable security practices. The prior vendor shall ask to their 1st tier of underlying suppliers/partners for an assessment of the suppliers' supply chain security expressing compliance to this directive. Direct vendors to NATO should make Supply chain security statement of their underlying suppliers available to the contracting authorities.
- 8.2. Direct vendors to NATO should provide 3rd party suppliers with this directive and make them aware of its content, both requirements and recommended practices.

ANNEX C Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

Beneficiary: NCI Agency, Financial Management Office
 Boulevard Leopold III, B-1110, Brussels
 Belgium

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 100,000.00 (Hundred Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid CO-115152-BMD dated _____.

2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NCI Agency Contracting Officer that:

a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn his Bid, or stated that he does not consider his Bid valid or agree to be bound by his Bid, or

b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the contract offered by the Agency, such contract being consistent with the terms of the Invitation for Bid, or

c) The NCI Agency has offered (NAME OF BIDDER) the contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the contract within a reasonable time, or

d) The NCI Agency has entered into the contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the contract within the time frame required.

3. 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.

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the N Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

5. We may terminate this letter of credit at any time upon sixty (60) calendar days notice furnished to both (NAME OF BIDDER) and the NCI Agency by registered mail.

6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 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 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 BIDDER), 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.

7. The Beneficiary may not present the certificate described in paragraph 6 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.

8. Multiple drawings are allowed.

9. Drafts drawn hereunder must be marked, “Drawn under {issuing bank} Letter of Credit No. {number}” and indicate the date hereof.

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. 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.

12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

ANNEX D Clarification Request Forms

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

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

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

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

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

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

ANNEX E Cross-Reference - Compliance Table

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (*if applicable*), page number etc. One copy each of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in paragraph 3.4, and will be evaluated according to the instructions in paragraph 4.4.

#	Requirement	RFQ Ref	Bid Ref	Remarks
1	Has the Bidder provided Corporate Organization including subcontracting, production approach and production location?	Bidding Instructions 3.6.4		
2	Bidder provided a Technical Proposal, which includes all of required information: <ul style="list-style-type: none"> How Technical Solution to satisfy Appendix B & C of SOW Original Equipment Manufacturer (OEM) Specifications sheets 	SOW Appendix B and Appendix C Bidding Instructions 3.6.5.1, 3.6.5.2, 3.6.5.3, 3.6.5.5		
3	The Bidder confirmed if he shall use the PFI as part of the technical solution or not. In case he chooses the PFI, the Bidder shall describe how the solution is integrated and compliant with all SOW requirements	SOW Appendix B Bidding Instructions 3.6.5.4		
4	Has the Bidder provided HW Compatibility statements including OEM Confirmation statements?	SOW Appendix B Bidding Instructions 3.6.5.6		
5	Has the Bidder provided Obsolescence Report including reference to the End of Sale, End of Part Production and End of Support for each of the proposed HW items? This Obsolescence Report shall enclose present OEM life expectancy statements providing the current support plan for each of the items.	SOW Section 3 Bidding Instructions 3.6.5.7		
6	Has the Bidder provided the 5 Year Support Statement describing the Warranty and Support Concept with respect to 5 years of life span following the technical solution Acceptance (e.g. System Inventory, Recommended Spare Parts and Consumables	SOW Section 3 Bidding Instructions		

#	Requirement	RFQ Ref	Bid Ref	Remarks
	list template)?	3.6.5.8		
7	<p>Has the Bidder described in Section 3 the Integrated Logistics Support (ILS) aspects of the Bid including a high level description of his proposed Integrated Logistics Support. This description concisely addresses:</p> <ul style="list-style-type: none"> • The Bidder's ILS Organization, • The Support Planning, • Supply Support, • Technical Documentation (COTS documentation, user and maintenance manuals and OEM datasheets • Packaging, Handling, Storage and Transportation as set forth in Section 3 of the SOW • The description provides sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SOW. 	<p>SOW Section 3 Bidding Instructions 3.6.5.9</p>		
8	Has the Bidder provided Warranty information (organization POC(s), response times, on-site support)?	<p>SOW Section 3 Bidding Instructions 3.6.5.9</p>		
9	Has the Bidder provided written confirmation that it will deliver the required HW along with the relevant TEMPEST Class B and C certificates, as per the SOW Appendix B and Appendix C?	<p>SOW Appendix B Bidding Instructions 3.6.6.1, 3.6.6.2</p>		

ANNEX F ITB 5.3 Current HW

The current ITB 5.3 Infrastructure HW are given in Table 1.

The Purchaser is aware that the Blades reported at line id 1 of Table 1 are near-to-become obsolescent. For these particular products, at the time of writing, OEM has notified the Purchaser that the Synergy Enclosure and Gen10 Blades are the alternate products.

Id	Items	Product	Q.ty	CPU/Core	RAM	Network	Storage
1	HPE C3000 Enclosure and Blades	HPE BL420C GEN 8, XEON	1	1 CPU / 4 CORES	12 GB	Copper	-
		HP BL460C GEN 8, XEON	2	2 CPU / 8 CORES	256 GB	Copper	-
		HP BL480/660 GEN10, XEON	1	2 CPU / 16 CORES	512 GB	Copper	-
2	NetAPP SAN	NetApp FAS 2750A - HA - Premium Bundle - NVE - CNA - Trusted Platform - Encrypted data at rest	1	-	-	(Fibre Channel Over Ethernet)	24 X 1.2TB
		NetApp FAS 2720 - HA - Premium Bundle - NVE - CNA - TrustedPlatform - Encrypted data at rest	1	-	-	(Fibre Channel Over Ethernet)	12 X 4TB

Table 1 ITB 5.3 HW

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES

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

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

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

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

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

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

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

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

Bids in MULTIPLE CURRENCIES should follow the following instructions:

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

DETAILED TABs	DESCRIPTION
<p>MATERIAL LABOUR TRAVEL 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 from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.</p> <p>Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated.</p> <p>Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&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 chose 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>

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

CLIN Number	CLIN DESCRIPTION	Total Value
		Declare Currency =>
Grand Total Value - Base Contract		-
Grand Total Value - Base Contract + Evaluated Options		52,020.00
CLIN 1	CLIN 1 ITB 6 HW Upgrade Phase-1 including 1 year warranty	-
Total Value Base Contract		-
CLIN 2	CLIN 2 ITB 6 HW Upgrade Phase-1 Extended Warranty & Support	-
CLIN 3	CLIN 3 ITB 6 HW Upgrade Phase-2 including 1 year warranty	52,020.00
CLIN 4	CLIN 4 ITB 6 HW Upgrade 2 Extended Warranty & Support	-
Total Value - Evaluated Options		52,020.00

Offer Summary Instructions:

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

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

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

Example for multiple currencies:

For multiple currencies, duplicate the "Firm Fixed Price" column for each currency

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

RFQ-CO-115152-BMD CLIN Summary										
BASE CONTRACT										
CLIN	Description	SOW Reference	Required Delivery Date EDC=Effective Date of Contract PSD=Performance Start Date U1=HW Upgrade 1 U2=HW Upgrade 2 A=Acceptance	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Value	Investment or O&M
									Declare Currency =>	
1.0	CLIN 1 ITB 6 HW Upgrade Phase-1 including 1 year warranty									Investment
1.1	Core ITB	2.2	EDC+7 weeks	NCIA The Hague		Lot	1		-	Investment
1.2	Ops ITB	2.2	EDC+7 weeks	NCIA The Hague		Lot	1		-	Investment
1.3	Data Transfer Machine	2.2	EDC+7 weeks	NCIA The Hague		Lot	2		-	Investment
1.4	NU Laptop	2.2	EDC+7 weeks	NCIA The Hague		Lot	1		-	Investment
1.5	Network Switch	2.2	EDC+7 weeks	NCIA The Hague		Lot	4		-	Investment
TOTAL VALUE CLIN 1										-
Total Value- Base Contract										
EVALUATED OPTIONS										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Value	Investment or O&M
									Declare Currency =>	
2	CLIN 2 ITB 6 HW Upgrade Phase-1 Extended Warranty & Support									
2.1	Annual Extended Warranty & Support (Year 2)	3.8	U1-A + 1 year to U1-A + 2 years	NCIA The Hague		Lot	1		-	O&M
2.2	Annual Extended Warranty & Support (Year 3)	3.8	U1-A + 2 years to U1-A + 3 years	NCIA The Hague		Lot	1		-	O&M
2.3	Annual Extended Warranty & Support (Year 4)	3.8	U1-A + 3 years to U1-A + 4 years	NCIA The Hague		Lot	1		-	O&M
2.4	Annual Extended Warranty & Support (Year 5)	3.8	U1-A + 4 years to U1-A + 5 years	NCIA The Hague		Lot	1		-	O&M
TOTAL VALUE CLIN 2										-
3.0	CLIN 3 ITB 6 HW Upgrade Phase-2 including 1 year warranty									
#####	HW Items (NTE 52,020.00 EUR)	2.2	U2-PSD+7 weeks	NCIA The Hague		Lot	1		€52,020.00	Investment
TOTAL VALUE CLIN 3									€52,020.00	
4.0	CLIN 4 ITB 6 HW Upgrade 2 Extended Warranty & Support									% of CLIN3
#####	Annual Extended Warranty & Support as percentage of the NTE Value of CLIN 3 (Year 3)	3.8	U2-A + 1 years to U2-A + 2 years	NCIA The Hague		Lot	1		-	O&M
#####	Annual Extended Warranty & Support as percentage of the NTE Value of CLIN 3 (Year 4)	3.8	U2-A + 2 years to U2-A + 3 years	NCIA The Hague		Lot	1		-	O&M
#####	Annual Extended Warranty & Support as percentage of the NTE Value of CLIN 3 (Year 5)	3.8	U2-A + 3 years to U2-A + 4 years	NCIA The Hague		Lot	1		-	O&M
TOTAL VALUE CLIN 4										-
Total Value- Evaluated Options										

CLIN Summary Instruction:
 Bidders are to populate all **yellow cells**. Firm fixed prices need to be provided for every CLIN, with no omissions.
 If Bidder decides to keep any CLIN at zero costs the reason for it has to be explained in the corresponding Comments field.

For the CLIN Summary Tab Bidders have 2 options:
 A) Columns may be added to the right of the current table; two columns "Unit Price" and "Total Firm Fixed Price" would be added for each additional currency of the bid;
 B) Bidders may duplicate the CLIN Summary tab for each currency bid.

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

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

Identify the applicable currency. Bidder may choose to enter multiple currencies in one sheet or associate the sheet for multiple currencies.

Identify specific labour categories used. For example, Senior Systems Engineer, Technician, Junior program analyst, etc.

Note: Please see also the Rates tab where any and all rates included in this bid need to be listed.

CLIN	Labour Category	Currency	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10		Extended cost	Export Allowance (ONLY if applicable)	Profit	Fully burdened cost	Subcontracted / Name of Subcontractor	No.
			Min-Days	Max-Days	Min-Days	Max-Days	Min-Days	Max-Days	Min-Days	Max-Days	Min-Days	Max-Days	Min-Days	Max-Days	Min-Days	Max-Days	Min-Days	Max-Days	Min-Days	Max-Days	Min-Days	Max-Days						
Example: CLIN 1.1.1	Systems Engineer	Euro (EUR)	25	20	15	10	5	10	15	20	25	30	50.00	51.00	52.00	53.00	54.00	55.00	56.00	57.00	58.00	59.00	9,600.00		960.00	10,560.00		
CLIN 1.1	Insert Labour category name here																								0.00	0.00		
CLIN 1.2	Insert Labour category name here																								0.00	0.00		
CLIN 1.3	Insert Labour category name here																								0.00	0.00		
CLIN 1.4	Insert Labour category name here																								0.00	0.00		
CLIN 1.5	Insert Labour category name here																								0.00	0.00		
CLIN 2.1	Insert Labour category name here																								0.00	0.00		
CLIN 2.2	Insert Labour category name here																								0.00	0.00		
CLIN 2.3	Insert Labour category name here																								0.00	0.00		
CLIN 2.4	Insert Labour category name here																								0.00	0.00		
CLIN 3.1	Insert Labour category name here																								0.00	0.00		
CLIN 4.1	Insert Labour category name here																								0.00	0.00		
CLIN 4.2	Insert Labour category name here																								0.00	0.00		
CLIN 4.3	Insert Labour category name here																								0.00	0.00		
Total																										0.00		

Profit calculation. Note the formulae given in this column is an example only and the Bidder should enter the appropriate formula. **If the contractor did not apply profit, any part of these cells can be 0.**

Profit calculation. Note the formulae given in this column is an example only and the Bidder should enter the appropriate formula. **If the contractor did not apply profit, any part of these cells can be 0.**

If the line of effort is performed by the bidder indicate "No" in each line that is not subcontracted. If the line of effort is subcontracted indicate the company name in each line associated with its effort.

Enter profit percentage for labour in yellow cell below.

Profit => 0%

IMPORTANT! DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING BID

Labour table Instructions:

This detailed labour table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with from the drop-down menu. Each column should then be populated using the column-specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it is not anticipated this will be needed.

Note: Any formulas existing in the cells are provided only to help Bidder and ultimately all calculations are the Bidder's responsibility. As such, the contractor may enter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The total sum of the "Fully burdened cost" column should equal the grand total labour cost to include profit as well as all indirect rates (G&A/Overhead/etc) associated with labour. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:
 A) in the base unit costs; or
 B) shown separately by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

Equipment Name		Identify the applicable currency. Bidder may choose to enter multiple currencies in one cell or multiple in the sheet for multiple currencies.													Unit Cost										Extended cost			Profit		Fully burdened cost		Subcontracted/ Name of Subcontractor
CLIN	Equipment Name	Item Description	Currency	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	21,300.00	2,130.00	24,430.00					
Example: CLIN 1.1.1	EXAMPLE: BrandX Server: TS1593	Example: H7800003 (model number)	Euro (EUR)	10	20	25	5	5	10	15	20	10	5	150.00	155.00	160.00	165.00	170.00	175.00	180.00	185.00	190.00	195.00	21,300.00	2,130.00	24,430.00	No					
CLIN 1.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 1.2	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 1.3	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 1.4	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 1.5	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 2.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 2.2	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 2.3	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 2.4	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 3.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 4.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 4.2	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 4.3	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
CLIN 4.3	Insert Purchased Equipment name	Insert Item Description/Model number																						0.00	0.00	0.00						
Total																								0.00	0.00	0.00						

Enter profit percentage for material in yellow cell below:

Profit %: 0%

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING BID

Material tab Instruction:
 This detailed material tab is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column-specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

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

Important Note: The total sum of the "Fully burdened cost" column should equal the grand total Material cost to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with material. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:
 A) in the base unit costs;
 or
 B) shown separately by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

CLIN	Origin/Destination	Year	Currency	Nr of trips	Nr of people	Nr of Days per trip	Cost per roundtrip transportation (Flight, train, etc.).	Per diem rate.	Extended cost	Profit	Total Cost
Example. CLIN 1.1.1	Rome/The Hague	2020	Euro (EUR)	4	3	5	600.00	150.00	16,200.00	810.00	17,010.00
CLIN 1.1	Insert Origin/destination								-	0.00	0.00
CLIN 1.2	Insert Origin/destination								-	0.00	0.00
CLIN 1.3	Insert Origin/destination								-	0.00	0.00
CLIN 1.4	Insert Origin/destination								-	0.00	0.00
CLIN 1.5	Insert Origin/destination								-	0.00	0.00
CLIN 2.1	Insert Origin/destination								-	0.00	0.00
CLIN 2.2	Insert Origin/destination								-	0.00	0.00
CLIN 2.3	Insert Origin/destination								-	0.00	0.00
CLIN 2.4	Insert Origin/destination								-	0.00	0.00
CLIN 3.1	Insert Origin/destination								-	0.00	0.00
CLIN 4.1	Insert Origin/destination								-	0.00	0.00
CLIN 4.2	Insert Origin/destination								-	0.00	0.00
CLIN 4.3	Insert Origin/destination								-	0.00	0.00
Total											0.00

Enter profit percentage for travel in yellow cell below:

Profit => 0%

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING BID

Travel table Instructions:
 This detailed Travel table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column-specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

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

Important Note: The sum of the "Total cost" column on this tab should equal the grand total Travel cost to include any profit as well as all indirect rates (G&A/Overhead/etc.) associated with travel. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:
 A) in the base unit costs;
 or
 B) shown separately by expanding the table columns to show the additional costs due to these indirect rates as separate columns. Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

Populate each line of the table that contains ODC with the appropriate CLIN from the drop down menu. Note that all CLINS should be accounted for and if there is no ODC associated please include a line for that CLIN and indicate "No ODC associated" in column C.

Identify the applicable currency. Bidder may choose to enter multiple currencies in one sheet or duplicate the sheet for multiple currencies.

Year of expected ODC cost.

Unit type, (MD's, lot, etc.)

Number of units.

Unit cost.

This column should only be expressed as a formula.

Profit calculation (if applicable). Note: The formula given in this column is an example only and the bidder should enter the appropriate formula.

If the contractor did not apply profit, any or all of these cells can be 0.

Total ODC cost calculation.

CLIN	Item Name	Item Description	Year	Currency	Unit Type	Quantity	Unit cost	Extended cost	Profit	Total Cost
Example. CLIN 1.1.1	Shipping	Shipping USA to BRU	2020	Euro (EUR)	Lot	2	3,000.00	6,000.00	300.00	6,300.00
CLIN 1.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.4	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 1.5	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.3	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 2.4	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 3.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.1	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.2	Insert Other Direct Cost item							0.00	0.00	0.00
CLIN 4.3	Insert Other Direct Cost item							0.00	0.00	0.00
Total										0.00

Enter profit percentage for ODC in yellow cell below:

Profit => 0%

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING BID

ODC table Instructions:

This detailed ODC table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column-specific instructions in the first row. Bidder may not delete columns, or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

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

Important Note: The sum of the "Total cost" column on this tab should equal the grand total ODC cost to include any profit as well as all indirect rates (G&A/Overhead/etc.) associated with ODCs. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:
 A) in the base unit costs;
 or
 B) shown separately by expanding the table columns to show the additional costs due to these indirect rates as separate columns. Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

Enter the name of the Rate here (G&A, Overhead, etc.)			Enter a rate description for non-standard rate categories	Enter the rate percentage
Rate Name	Rate description*	Percentage		
[Insert Rate Name]		0%		
[Insert Rate Name]		0%		
[Insert Rate Name]		0%		

***Note: rate description only needed if this is a rate not included in the list below:**

- Overhead
- Fringe
- General & Administrative
- Material Handling
- Profit- Labour
- Profit- Material

EXAMPLE ONLY:		
Name of Rate	Rate description	
Fringe		2%
Overhead		2%
G&A		2%
ABC rate (company specific)	In the case of non-standard rates include a description	x%

Instructions:

Although the rates in this tab do not need to be linked to calculations for purposes of the bid, it is required that Bidders list any and all rates included in their bid to include (but not limited to): Overhead, Labour Fringe, Material handling, General & Administrative, Profit, etc.

EXAMPLE ONLY:		Fully burdened daily rate			
Labour Category	Currency	2021	2022	2023	2024
Project Manager	Euro (EUR)	----	----	----	----
Lead Engineer	Euro (EUR)	----	----	----	----
QA Engineer	Euro (EUR)	----	----	----	----
Senior Engineer	Euro (EUR)	----	----	----	----
Junior Engineer	Euro (EUR)	----	----	----	----
Sr Principal Analyst, Program	Euro (EUR)	----	----	----	----
Analyst, Program	Euro (EUR)	----	----	----	----
Sr Principal Engineer, Systems	Euro (EUR)	----	----	----	----
Principal Analyst, Program	Euro (EUR)	----	----	----	----
----	Euro (EUR)	----	----	----	----
----	Euro (EUR)	----	----	----	----
----	Euro (EUR)	----	----	----	----



NATO Communications and Information Agency
Agence OTAN d'information et de communication

**BOOK II
PROSPECTIVE CONTRACT**

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

GENERAL INDEX

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III BOA General Terms and Conditions

Part IV Statement of Work

SIGNATURE SHEET

CONTRACT CO-115152 -BMD
Between
NCI Organisation, as
represented by the General Manager NCI Agency
(Purchaser)

and

XXXXXXX.

(Contractor)

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

Signature of Contractor:

Name of Signer:

Title of Signer:

Date:

Signature of Purchaser:

Name of Signer:

Title of Signer:

Date:

EFFECTIVE DATE OF CONTRACT:

CONTRACT VALUE: **XXXXXXXXXX**

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PROSPECTIVE CONTRACT

PART I - SCHEDULE OF SUPPLIES AND SERVICES (SSS)

(The bidding sheets submitted by the Contractor will be incorporated as the Schedule of Supplies and Services set in Part I)

SCHEDULE OF SUPPLIES AND SERVICES

(TO BE INSERTED AT CONTRACT AWARD)

NATO UNCLASSIFIED



NATO Communications and Information Agency
Agence OTAN d'information et de communication

BOOK II RFQ-CO-115152 -BMD

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

PART II - CONTRACT SPECIAL PROVISIONS

NATO UNCLASSIFIED

PART II – CONTRACT SPECIAL PROVISIONS

ARTICLE 1. DEFINITIONS

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

ARTICLE 2. ORDER OF PRECEDENCE

- 2.1. In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Part I - The Schedule of Supplies and Services (SSS)
 - b. Part II - The Contract Special Provisions
 - c. Part III – The Terms of the governing Basic Ordering Agreement as per BOA Contract **xxxx**
 - d. Part IV – The Statement of Work (SOW)
 - e. The Purchaser's provided clarifications, issued throughout the bidding period relevant to CO-115152 -BMD
 - f. The Contractor's proposal (Technical Proposal and Price Quotation) in response to CO-115152 -BMD dated **XXX** including the pre award discussions dated **XXX**.

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

- 3.1. CLAUSE 2 – “DEFINITIONS” of PART I BOA Special Provisions is revised and supplemented by ARTICLE 1– “DEFINITIONS”.
- 3.2. CLAUSE 7 – “WARRANTY” of PART I BOA Special Provisions is revised and supplemented by ARTICLE 15 – “WARRANTY”.
- 3.3. CLAUSE 3 – “PURCHASER FURNISHED PROPERTY” of PART II BOA General Provisions is revised and supplemented by ARTICLE 9 – “PURCHASER FURNISHED ITEMS”.
- 3.4. CLAUSE 5 “TITLE AND RISK OF LOSS” of PART II BOA General Provisions is supplemented by ARTICLE 16 TITLE AND RISK OF LOSS
- 3.5. CLAUSE 11 – “INVOICES” of PART II BOA General Provisions is replaced by INVOICES AND PAYMENT ARTICLE 12– “INVOICES AND PAYMENT”.
- 3.6. CLAUSE 7 – “INSPECTION, ACCEPTANCE AND REJECTION OF DELIVERABLES” of PART II BOA General Provisions is revised and supplemented by ARTICLE 14 – “INSPECTION AND ACCEPTANCE”.
- 3.7. CLAUSE 27 – “SECURITY” of PART II BOA General Provisions is revised and supplemented by ARTICLE 24 – “SECURITY”.
- 3.8. CLAUSE 31 – “RIGHTS IN TECHNICAL DATA” of PART II BOA General Provisions is replaced by ARTICLE 17 – “INTELLECTUAL PROPERTY”

ARTICLE 4. PARTICIPATING COUNTRIES

- 4.1. The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CORATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, MONTENEGRO, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.

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

ARTICLE 5. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 5.1. The Contractor warrants that he has read, understood and agreed to each and all terms, articles, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 5.2. The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.
- 5.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
 - a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
 - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 5.4. Notwithstanding Clause 12 ("Changes") of the BOA General Terms and Conditions or any other article of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 6. SCOPE OF WORK

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

ARTICLE 7. CONTRACT TYPE

7.1. The Basic Contract is a Firm Fixed Price Contract, but also contains Optional CLINs; Firm Fixed Priced CLIN 2, CLIN 3 with a not-to-exceed value and CLIN 4 with a fixed percentage.

7.2. Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.

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

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

7.5. The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2010) at the destination(s) defined in the SSS.

ARTICLE 8. OPTIONS

- 8.1. CLIN 2 is optional and is available for unilateral exercise by the Purchaser at any time and in any combination from Effective Date of Contract until end of the period of validity indicated in 8.1.1 through 8.1.4 below.
- 8.1.1. SubCLIN 2.1 may be exercised latest 1 year after HW Upgrade Phase 1 Acceptance; after which the option will be deemed to have expired.
- 8.1.2. SubCLIN 2.2 may be exercised latest 2 years after HW Upgrade Phase 1 Acceptance; after which the option will be deemed to have expired.
- 8.1.3. SubCLIN 2.3 may be exercised latest 3 years after HW Upgrade Phase 1 Acceptance; after which the option will be deemed to have expired.
- 8.1.4. SubCLIN 2.4 may be exercised latest 4 years after HW Upgrade Phase 1 Acceptance; after which the option will be deemed to have expired.
- 8.2. CLIN 3 is optional. If the Purchaser deems HW Upgrade Phase 2 necessary, latest 2 years after HW Upgrade Phase 1 Acceptance, the Purchaser will issue to the Contractor a RFQ for the items required to execute HW Upgrade Phase 2, at the Not to Exceed value of 52,020.00 Euro or Currency equivalent. The Contractor shall respond to the RFQ within ten (10) business days, by a Price Quotation with identical pricing and discounts as applied in the Contractor's Price Quotation to 2.1-f.
- 8.3. This Contractor's Price Quotation may be exercised unilaterally by the Purchaser at any time until latest 2 years after HW Upgrade Phase 1 Acceptance.
- 8.4. Optional SubCLINs 4.1 through 4.3 are calculated with the corresponding fixed percentages identified in the SSS multiplied with the total amount of the exercised Optional CLIN 3.
- 8.5. Optional CLIN 4 is available for unilateral exercise by the Purchaser at any time and in any combination from Performance Start Date of HW Upgrade Phase 2 until end of the period of validity indicated in paragraphs 8.5.1 through 8.5.3 below.
- 8.5.1. SubCLIN 4.1 may be exercised latest 1 year after HW Upgrade Phase 2 Acceptance; after which the option will be deemed to have expired.
- 8.5.2. SubCLIN 4.2 may be exercised latest 2 years after HW Upgrade Phase 2 Acceptance; after which the option will be deemed to have expired.
- 8.5.3. SubCLIN 4.3 may be exercised latest 3 years after HW Upgrade Phase 2; after which the option will be deemed to have expired.
- 8.6. The exercise of any Option(s) shall be via a formal contract amendment, effective on the date of Purchaser signature, and communicated in accordance with 18.2. 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.
- 8.7. If an Option is exercised, the Contractor will have a minimum period of two (2) months between notification and the required Performance Start Date.

8.8. This ARTICLE 8 does not create an obligation on the part of the Purchaser to exercise any Option(s).

ARTICLE 9. PURCHASER FURNISHED ITEMS

9.1. This Clause hereby supplements Clause 3 of the Part II BOA General Terms and Conditions.

9.2. The Purchaser shall provide the Contractor with the following item for the performance of the contract:

- Items as specified in Appendix A of the Part IV, Statement of Work.

ARTICLE 10. PLACE AND TERMS OF DELIVERY

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

ARTICLE 11. PERFORMANCE GUARANTEE

11.1. 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 fifteen per cent (15%) of the total Contract price.

11.2. 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.

11.3. Certified Cheques issued to fulfil the requirements of the Performance 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.

11.4. 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.

- 11.5. 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.
- 11.6. 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 twenty per cent (20%) 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.
- 11.7. 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.
- 11.8. The rights and remedies provided to the Purchaser under the present Articles are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Article 11.2 above shall not be regarded as a Termination for Default and this Article is in addition to and separate from the Clause of the Contract detailing termination for default.
- 11.9. 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 {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 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.

ARTICLE 12. INVOICES AND PAYMENT

- 12.1. This article replaces Clause 11 – “Invoices” of Part II BOA General Terms and Conditions:
- 12.2. Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.
- 12.3. The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.

- 12.4. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 12.5. No payment shall be made for additional items delivered that are not specified in the contractual document.
- 12.6. The Contractor shall be entitled to submit one invoice only after the successful delivery of all SubCLINs of CLIN 1 and written Purchaser's inspection and acceptance in writing on the basis of proper inventory and delivery documentation to be provided by the Contractor.
- 12.7. Where exercised, for Optional SubCLINs 2.1 through 2.4, and Optional SubCLINs 4.1 through 4.3, Contractor shall submit invoices semi-annually, at the end of each period of performance of six months.
- 12.8. Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 12.9. Evidence of the acceptance by the Purchaser shall be attached to all invoices.
- 12.10. The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 ("Taxes and Duties") of the BOA General Terms and Conditions.
- 12.11. The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 12.12. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-115152-BMD
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO [...],
 - d) Contract Line Item(s) (CLIN(s)) as they are defined in the priced SSS
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).
- 12.13. The invoice shall contain the following certificate:

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

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

- 12.14. Invoices referencing "CO-115152-BMD/PO [redacted]" shall be submitted in electronic format to:

accountspayable@ncia.nato.int

An Electronic copy shall be sent to the Contracting Officer, at the email address specified in Article 18.6 of the Special Contract Provisions.

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

ARTICLE 13. QUALITY ASSURANCE

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

ARTICLE 14. INSPECTION AND ACCEPTANCE

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

14.2. The Purchaser will accept, accept with comments or reject Deliverables in writing within thirty (30) calendar days after delivery except where otherwise specified in the Statement of Work.

14.3. Acceptance shall be conclusive except for hidden defects, fraud or gross mistakes amounting to fraud. If Acceptance is not conclusive for any of these causes, the Purchaser, in addition to any other rights and remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor to:

a. At no increase in Contract price, to correct or replace the defective or non-conforming Deliverables at the original point of delivery or at the Contractor’s plant (at the Purchaser’s election) and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Purchaser; or

b. Within a reasonable time after the Contractor’s receipt of notice of defects or non-conformance, to make repayment of such portion of the Contract price as is equitable under the circumstances if the Purchaser elects not to require correction or replacement.

14.4. When Deliverables are rejected by the Purchaser and returned to the Contractor, the Contractor shall bear transportation costs from the original point of delivery to the Contractor and return to the original point of delivery when that point is not the Contractor’s plant.

14.5. Acceptance by the Purchaser will indicate that the Contractor’s documents, plans, design or other aspects of the Contractor’s work demonstrated during the event appear sound and can be used for further work. Such Acceptance shall not discharge the Contractor from any of his responsibilities under this Contract, including future necessary re-work, re-design, modification or adjustment of Contractor work based upon a Contractor design or plan from an earlier date regardless of its approval by the Purchaser.

ARTICLE 15. WARRANTY

- 15.1. Clause 7 “WARRANTY” of Part I BOA Special Provisions is supplemented with the following:
- 15.2. The Contractor shall provide its standard warranty on all material and installed works provided under this Contract. The warranty requirements for each type of equipment are described in the equipment specifications Part IV SOW, paragraphe 3.8.
- 15.3. The Contractor shall warrant, for a period of one (1) year following the date of the Acceptance by the Purchaser, in writing, that Supplies under normal use will be free from defects in materials and workmanship and the system under normal use will perform without significant errors that will make it unusable.
- 15.4. If an optional warranty extension is exercised, the Contractor shall extend the warranty period as per ARTICLE 8 above, for all HW components delivered under this contract until the end of the exercised warranty period.
- 15.5. For this purpose the Contractor shall provide exact warranty conditions and detailed handling instructions, including information of Points of Contact (PoC) to be contacted in case of a warranty claim.
- 15.6. Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items including:
- a. all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
 - b. the system will, under normal conditions, perform without errors which make it unusable; and
 - c. the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 15.7. The Purchaser will inform the Contractor in writing by a warranty claim of any defect within seven (7) business days after its discovery and the circumstances of its discovery. The Contractor shall respond to the warranty claim within one (1) working day, by engaging with the Purchaser’s personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractors responsibility within the warranty.
- 15.8. In the case a failure could not be identified within (3) business day, even with on-call assistance from the Contractor, the Contractor shall dispatch a field engineer to provide an on-site solution to be implemented within ten (10) business days from the notification by the Purchaser.

- 15.9. For items that do not need be returned to the Contractor's facility for service or repair, the Contractor shall resolve all warranty claims within seven (7) business days from the notification by the Purchaser.
- 15.10. If there is a replacement item required, then the warranty claim shall be completely resolved and closed within ten (10) Next Business Days starting from the from the notification by the Purchaser.
- 15.11. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser within fifteen (15) days of their arrival at the Contractor's facility.
- 15.12. For TEMPEST tested devices, if there is a replacement item required, the warranty claims shall be completely resolved and closed within twenty (20) Next Business Days starting from the notification by the Purchaser creating a warranty claim via email to the Contractor PoC.
- 15.13. The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this article. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well as responsibility for such supplies, i.e. damage and loss that may occur during transportation under warranty.
- 15.14. The Contractor shall, at its option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract without any additional cost to the Purchaser.
- 15.15. In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at its discretion, and having given the Contractor due notice, to:
- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
 - b. equitably reduce the Contract price; and/or
 - c. terminate for default that portion of the Contract relating to the defective work.
- 15.16. Notwithstanding the provision of above paragraph 15.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 15.17. This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Clause 17 "Disputes and arbitration" of BOA General Provisions.

ARTICLE 16. TITLE AND RISK OF LOSS

- 16.1. Clause 5 “Title and Risk of Loss” of Part II BOA General Provisions is supplemented by the following:
- 16.2. Title and Risk of Loss to all delivered equipment and documentation shall transfer to and vest with the Purchaser upon acceptance of each delivered equipment and documentation as defined in the SSS and the SOW.

ARTICLE 17. INTELLECTUAL PROPERTY

- 17.1. This article supplements Clause 31 – “RIGHTS IN TECHNICAL DATA” of Part II BOA General Provisions:
- 17.2. Any use of Background IPR as stated in Annex A of the Contract Special Provisions for the purpose of carrying out the work pursuant to the Contract shall, subject to any obligation on the part of the Contractor to make payments to any third party in respect of IPR which is licensed from such third party, be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable license to use and authorise others to use any Background IPR for the purpose of exploiting or otherwise using the Foreground IPR, including national purposes by NATO member nations.
- 17.3. Any use of Background IPR as stated in Annex A of the Contract Special Provisions and unless specifically applicable to COTS items, is not limited to the number of users or the number of licenses required by the Contract for the use of the system. With the exception of COTS items, the Purchaser reserves the right to use the Background IPR as stated in Annex A for any number of users and number of licenses as required, at no additional cost to the Purchaser.

ARTICLE 18. CONTRACT ADMINISTRATION

- 18.1. The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 18.2. 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.
- 18.3. Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. E-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.

18.4. 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.

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

18.6. Official Points of Contact:

Purchaser	Contractor
NCI Agency	Company
For contractual matters: Attn: Ms Elif Bailey Senior Contracting Assistant Tel: +32 2 707 2259 E-mail: Elif.Bailey@ncia.nato.int	For contractual matters: Attn: Tel: E-mail:
For technical/project management matters: Attn. XXX Tel: XXX E-mail: XXX	For technical/project management matters: Attn: Tel: E-mail:

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

18.7. The Purchaser may assign Technical Representatives who will monitor work in progress and provide Contractor personnel with instruction and guidance (within the general scope of work) in performance of their duties and working schedule. The Technical Representatives do not have the authority to change the terms of the Contract or to increase the overall cost, duration or level of effort of the Contract. The Technical Representatives do have the authority, within the general scope of work, to provide direction to the Contractor personnel in performance of their duties.

18.8. In case the Contractor believes that any technical direction received from the Technical Representative constitutes a change to the terms, conditions and/or specifications of the Contract, it shall immediately inform in writing the Purchaser Contracting Authority, who will either confirm or revoke such direction within two weeks after notification by the Contractor. If such direction is confirmed as a change, this change will be formalized by written amendment to the Contract pursuant to Clause 12 “Changes” of BOA General Provisions.

18.9. Failure of the Contractor to notify the Purchaser Contracting Authority of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

ARTICLE 19. CHANGES

19.1. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, as described in Clause 12 (“Changes”) of the BOA General Provisions.

19.2. Except as otherwise provided for in this Contract, prices quoted for the changes, modifications, etc. shall have a minimum validity period of 6 months from submission.

ARTICLE 20. COTS PRODUCTS REPLACEMENT

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

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

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

ARTICLE 21. LIQUIDATED DAMAGES

21.1. If the Contractor fails to:

- a) successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or
- b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,
- c) Fails to meet the performance dates defined in paragraphe 15.7 through 15.12

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of Articles 21.1.a 21.1.b and 21.1.c), fixed and agreed liquidated damages of 2000 EUR (Two Thousand Euro) for each day of delinquency in achieving the respective CLIN delivery date. These liquidated damages will begin to accrue on the first day after the date on which delivery was scheduled.

- 21.2. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 19 (“Termination for Default”) of the BOA General Provisions. In such event, subject to the provisions of Clause 17 (“Disputes and Arbitration”) of the BOA General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.
- 21.3. In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 (“Termination for Default”) of the BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 21.4. Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in the paragraph above to an aggregate sum of all delinquent items not to exceed Fifteen Percent (15%) of the total value of the Contract. These liquidated damages shall accrue automatically and without any further notice being required.
- 21.5. 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 22. SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 22.1. The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with Clause 19 (“Termination for Default”) of the BOA General Provisions hereafter.
- 22.2. 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.
- 22.3. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each

other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

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

Type of Agreement	National Authority of Reference	Subject

ARTICLE 23. SUB-CONTRACTORS

23.1. 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.

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

ARTICLE 24. SECURITY

24.1. This Article supplements Clause 27 (“Security”) of the Part II BOA 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 its personnel obtain the required security clearances and transmit this information to the Purchaser and to the sites to be visited at least 3 weeks before personnel deployment that the site may perform the appropriate administration.

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. If during the performance of the Contract, Contractor's personnel need to be escorted because of non-availability of the security clearance required by the Site, the Contractor shall pay to the Purchaser a compensatory fee of 900 Euro per day of escort that may be deducted by the Purchaser unilaterally and at its sole discretion from any invoice submitted and relevant to the performance under this Contract.
- 24.9. All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance applicable security regulations.
- 24.10. In the absence of valid security clearances for the Contractor's personnel during the performance of the Contract, the Purchaser reserves the right to terminate the Contract for Default as per Clause 19 ("Termination for Default") of the BOA General Provisions.

ARTICLE 25. PERSONNEL SECURITY

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

ARTICLE 26. APPLICABLE REGULATIONS

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

ARTICLE 27. AUDITING AND ACCOUNTING

- 27.1. The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 27.2. The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of ARTICLE 12 "Invoices and Payment" of the Contract Special Provisions.
- 27.3. In the event of this Contract being terminated in accordance with Clause 20 "Termination for Convenience of the Purchaser" of BOA General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

ARTICLE 28. TRANSPORTATION OF EQUIPMENT

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

ARTICLE 29. ASSIGNMENT

- 29.1. 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.
- 29.2. 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.

ANNEX A. CONTRACTOR AND SUBCONTRACTOR BACKGROUND IPR

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

IPR DESCRIPTION	IPR OWNER	REMARKS/RESTRICTIONS ¹

Table 1 – Contractor Background IPR

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

c. The Contractor Background IPR stated above complies with the terms specified in ARTICLE 17. of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.

¹ Indicate whether the IPR is applicable to a COTS product

ANNEX B. SUPPLY CHAIN SECURITY SELF-ATTESTATION STATEMENT

[Name Contractor]

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

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

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

I can supply supporting evidence if required.

Date

Signature of Authorised Representative

Printed Name

Title

Company

PART III – BOA GENERAL TERMS AND CONDITIONS²

(TO BE INSERTED AT CONTRACT AWARD)

² As per BOA Contract xxx **(to be INSERTED at Contract Award)**

**NATO COMMUNICATIONS AND INFORMATION AGENCY
AIR AND MISSILE DEFENCE COMMAND AND CONTROL DIRECTORATE BALLISTIC
MISSILE DEFENCE PROGRAMME**

**STATEMENT OF WORK
INTEGRATION TEST BED
ITB BUILD 6 (ITB 6)
HARDWARE UPGRADES**

**CP OA1303REV1
PROJECT SERIAL 2018/0VA03020**



NATO Communications and Information Agency
Agence OTAN d'information et de communication

Version 1.0

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1 INTRODUCTION

1.1 PURPOSE / BACKGROUND

- 1.1.1** The Ballistic Missile Defence (BMD) Integration Test Bed (ITB) provides an environment where NATO C2 system requirements, especially, the ones involving interfaces are tested in end-to-end workflows. The BMD ITB (ITB, from now on) provides a test environment where the C2 systems are integrated and tested in a representative functional multiple systems environment.
- 1.1.2** The ITB is an enabler for the BMD Programme to achieve the verification of the interoperability between NATO BMD and National Systems.
- 1.1.3** The ITB is currently in operations under the ITB Build 5.3 and is hosted on respective ITB5.3 hardware infrastructure.
- 1.1.4** To enable future verification and integration of NATO BMD BMC3I systems, the NCIA / AMDC2 / BMD programme will acquire upgrades to current ITB Hardware (HW) and Software (SW) Applications under two different procurement projects identified as the ITB 6 HW Upgrades and the ITB 6 SW Upgrades. The latter project is out of scope of this SOW.
- 1.1.5** The Purchaser will be responsible to migrate the ITB5.3 software applications into the new ITB 6 HW from current ITB 5.3 Infrastructure. Therefore this labour is also out of scope of this SOW.

1.2 SCOPE

1.2.1 ITB Hardware Components

- 1.2.1.1** The high level description of the main ITB 5.3 host environment hardware components is listed below. Figure 1 provides a logical overview of the ITB HW architecture.

[1] Core ITB: Is only connected to the Consolidated Federated Battle Lab Network (CFBLNet) NATO red enclave and is used for exercises, risk reduction, tests, and trials with external systems that are connected to CFBLNet. The Core ITB runs on a virtualized environment and is equipped with a high redundancy Blade server system, high bandwidth switches, and includes a mass storage system with a backup.

[2] Operational ITB (Ops ITB): Is only connected to the NS Wide Area Network (WAN) Operational Network that provides the services needed to support exercises and events executed on the operational network (e.g., data link connections, data collection, threat injection, ICC). The Ops ITB software is identical to the Core ITB OFS software. The Ops ITB runs on a virtualized environment and is equipped with a high redundancy Blade server system,

high bandwidth switches, and includes a mass storage system with a backup.

- [3] Portable ITB: Could be deployed to the field for threat injection and/or data collection and other functions needed in the field. Remark: The Portable ITB is out of scope of this SOW.
- [4] Core ITB, Ops ITB and Portable ITB all runs on separated hardware and network. The three instances are designed to provide the program with the ability to support concurrent and simultaneous test events and activities conducted on separated networks.
- [5] The ITB Data transfer machine enables exchange across CFBLNet and NSWAN.
- [6] The NU Laptop enables ITB Administrators to download software updates from NU Network.
- [7] The redundant network switches interfaces Core and Ops ITB respectively to the CFBLNet and NSWAN networks.

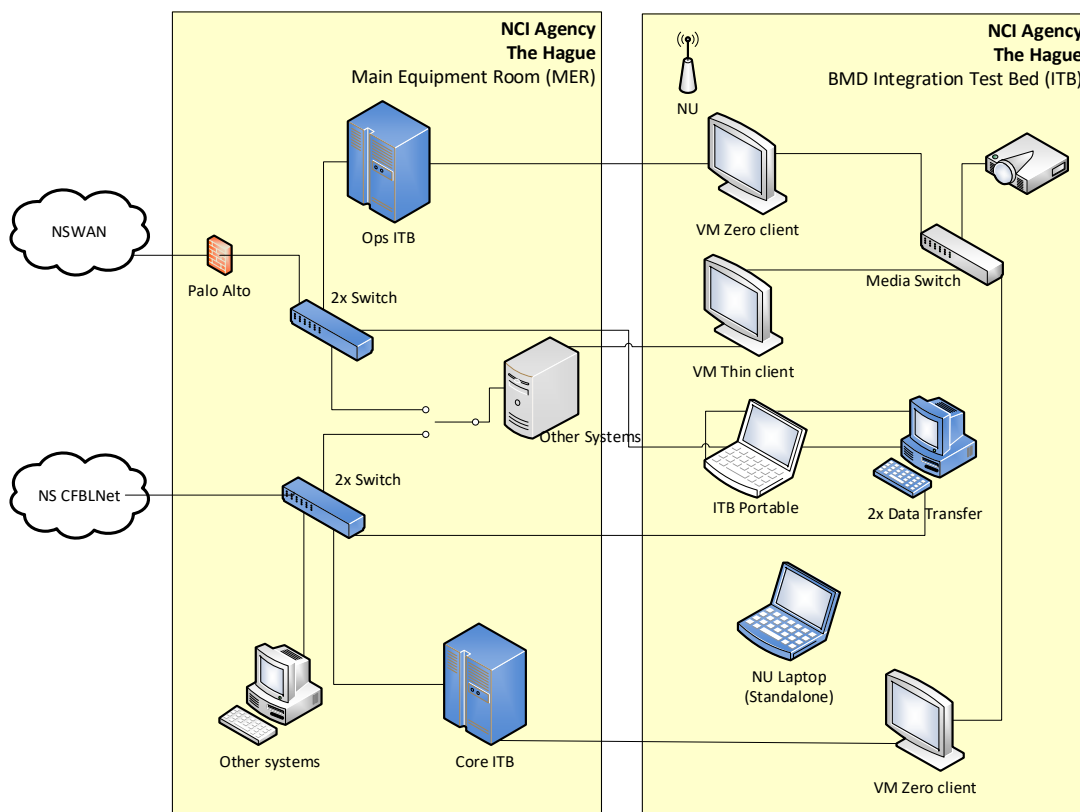


Figure 1 ITB HW Overview

1.2.2 ITB 6 Hardware Upgrades Scope

1.2.2.1 The ITB 6 HW Upgrade is broken down in the following two phases

[1] The HW Upgrade Phase-1

[2] The HW Upgrade Phase-2 which may occur in the second semester of 2022.

1.2.2.2 The purpose of this SOW is to provide the technical specifications and configurations for acquiring Information Technology (IT) equipment for the HW Upgrade Phase-1. After this phase, the ITB will be operating in the new hardware configuration known as ITB Build 6 Hardware (HW).

1.2.2.3 The scope of this SOW is to upgrade the underperforming Ops ITB server and network storage system, as well as upgrading the Core ITB. Also, the scope includes upgrading additional elements of the ITB infrastructure such as laptop, desktops and network switches. This equipment are highlighted in blue in Figure 1.

1.2.2.4 Software licenses as identified in Appendix D are out of scope of this SOW.

1.2.2.5 The ITB 6 HW will be composed of two identical and separated infrastructure one for Core ITB and the other for the Ops ITB including

[1] Dedicated and redundant Network Storage system. One shelf is the high speed main shelf for storage. The other shelf will hold system backups, providing space to store more and longer backup snapshot copies.

[2] Two software environments hosting a production and a development line.

a. The ITB 5.3 production line will run the ITB 5.3 operational baseline software (from now on ITB 5.3) and will be used in ITB Operations.

b. The ITB 6 development line will host the ITB 6 software upgrades (from now on, ITB 6) and will support ITB 6 Integration and testing.

1.2.2.6 The equipment and services to be provided by the ITB 6 HW upgrade contract are:

- **CLIN 1:** ITB 6 HW Upgrade Phase-1.
 - CLIN1 provides the technical solution for the ITB 6 HW Upgrade Phase 1 and includes one year warranty starting at CLIN 1 acceptance date.

Options:

- **CLIN 2:** ITB 6 HW Upgrade Phase-1 Extended Warranty & Support
- **CLIN 3:** ITB 6 HW Upgrade Phase-2.
 - CLIN3 addresses the technical solution for the ITB 6 HW upgrade Phase 2 which may happen in the two years following CLIN 1

Acceptance and also includes one year warranty starting at CLIN 3 acceptance date.

- **CLIN 4** ITB 6 HW Upgrade Phase-2 Extended Warranty & Support

1.2.2.7 This document details Contractor’s obligations with respect to the performance of work under the Contract.

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

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

- NCI Agency The Hague, The Netherlands

1.2.3 ITB Current State

1.2.3.1 In current state the ITB is operational under software version ITB 5.3.

1.2.3.2 The ITB is constituted of two instances the Core ITB and the Ops ITB which run on two physically separated hardware infrastructures.

1.2.3.3 The Core ITB 5.3 HW infrastructure is given in Table 1.

Enclosure	Blades items	Quantity	# CPU # Core	RAM	Network
HPE C-3000	HPE BL420C GEN 8, XEON	1	1 CPU 4 Cores	12 GB	Copper
	HP BL460C GEN 8, XEON	2	2 CPU 8 Cores	256 GB	Copper
	HP BL480/660 GEN10, XEON	1	2 CPU 16 Cores	512 GB	Copper

Table 1 Core ITB 5.3 HW Infrastructure

1.2.3.4 The Core ITB 5.3 Storage Network System is based on the Purchaser NetAPP Network Attached Storage (NAS) given as PFI in Table 6 and composed of the two redundant shelf reported below.

[1] The 2750 is the high speed main shelf for storage.

[2] The 2720 is the system holding backups providing space to store more and longer backup snapshot copies and built on slower and bigger drives than the 2750.

1.2.3.5 The Ops ITB is hosted on a laptop and currently has no dedicated network storage system.

1.3 REFERENCE DOCUMENTS

1.3.1 The following are applicable documents

A. VMware Compatibility Guide

<https://www.vmware.com/resources/compatibility/search.php>

1.3.2 The following are reference documents.

A. SDIP 27/2 NATO TEMPEST Requirements and Evaluation Procedures.
Published as C3B Document AC/322-D(2016)0022, March 2016

B. [NATO Certified Tempest Vendors](https://www.ia.nato.int/niapc/tempest/vendors)

(<https://www.ia.nato.int/niapc/tempest/vendors>)

C. [NATO Tempest Equipment Selection Process](https://www.ia.nato.int/niapc/tempest/certification-scheme)

(<https://www.ia.nato.int/niapc/tempest/certification-scheme>

2 CLIN 1: HARDWARE UPGRADE

2.1 SUMMARY

2.1.1 Although the Contractor is expected to deliver all hardware and associated support as specified below, the Purchaser does not mandate any specific solution. Therefore, the Contractor needs to provide technical solution to satisfy specified requirements.

2.2 REQUIREMENTS

2.2.1 The Contractor shall deliver all hardware and associated support as specified in this SOW and in the Schedule of Supplies and Services (SSS), to the specified destination.

2.2.2 The Contractor shall adhere to the delivery dates as described in the Schedule of Supplies and Services (SSS).

2.2.3 The Contractor shall provide Cross Reference/Compliance table which ensures that SOW with is satisfied.

3 CLIN 1 & CLIN 2 & CLIN 3 & CLIN 4: INTEGRATED LOGISTIC SUPPORT

3.1 SUMMARY

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

3.2 SHIPPING AND TRANSPORTATION

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

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

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

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

3.2.5 All shipments shall be executed in close co-ordination with the Purchaser's PoC for logistics and delivery acceptance at final destination. The Contractor

shall contact the NCIA Point of Contact for exact shipment address and detailed instructions, before making any shipment arrangements.

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

PoC: Derya Adiyen (NCIA The Hague)
Senior IPS Officer, Acquisition
E-mail: derya.adiyan@ncia.nato.int

- 3.2.7** Each shipment shall be composed of one batch of one or more pallets. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm), packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.
- 3.2.8** The Contractor shall be responsible for all handling of pallets until the delivery is handed over and accepted by the Purchaser.
- 3.2.9** The Contractor shall provide, organise and operate any handling equipment required to unload the equipment in the Purchaser warehouse or building.
- 3.2.10** The Contractor shall coordinate with the Purchaser PoC for the access the site where equipment will be delivered.
- 3.2.11** The Contractor shall provide the safety test reports that is required for the transportation of the devices containing Lithium-Ion Batteries no later than the actual delivery date of the shipment, if applicable.
- 3.2.12** The Contractor shall provide the Tempest Certificates within the shipment package or prior to the delivery.
- 3.2.13** The Contractor shall coordinate with the Purchaser PoC for the access the site where equipment will be delivered. The Contractor shall ensure that the Contractor (or its Sub-Contractor) personnel that is performing the physical delivery are citizens from a NATO nation.

3.3 PRESERVATION AND PACKAGING

- 3.3.1** The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.
- 3.3.2** The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a

weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.

3.3.3 The packing list shall include the following information as a minimum:

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number
8	Quantity
9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and address of the Contractor, Purchaser and Consignor

Table 2 Packing List

3.4 CUSTOMS FORMS 302

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

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

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

Table 3 Form 302 - Content

3.4.3 The Contractor is to ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of

Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.

- 3.4.4 Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.
- 3.4.5 These forms shall be originals and must be mailed or delivered by mail/express courier.
- 3.4.6 If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 3.4.7 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 3.4.8 Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 3.4.9 The carrier shall be fully conversant with the application and use of Custom Form 302.
- 3.4.10 The Contractor shall add the Custom Form 302 to the shipping documentation.
- 3.4.11 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

3.5 NOTICE OF SHIPMENT

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

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address

Serial Requirement	
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Date of delivery (estimated)
10	Number of the Form 302 used (if required)

Table 4 – Notice of Shipment

3.6 INVENTORY

3.6.1 The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items (hardware, software and licences) and documents to be delivered under this contract at least ten (10) working days before shipment to NCIA PoC as described in 3.2.6. It shall contain the information specified in Table 5:

Table 5 inventory/Material Data Sheet (MDS)

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given Contract. The combination CLIN-Contract No. shall always be unique.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.

Field	Description
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the Contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the Contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this Contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.

Field	Description
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's ILS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.
Qty installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.

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

3.7 TECHNICAL DOCUMENTATION

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

3.7.2 The Contractor shall provide all the reference datasheets and technical specifications, demonstrating compliance with the technical requirements identified in Appendix B and Appendix C.

3.7.3 All documentation shall be in the English language.

3.7.4 The documentation shall be provided at the time or prior to the delivery. Otherwise any delivery, including technical documentation, safety test reports

or tempest certification shall not be considered complete and will not be accepted by the Purchaser.

3.8 WARRANTY & SUPPORT

- 3.8.1** The Warranty shall start at the date of the acceptance of the equipment at the destination sites and shall be 1-year duration from the day of acceptance, unless otherwise specified in the Appendix B or in the SSS. The warranty requirements for each type of equipment are described in the equipment specifications in this section.
- 3.8.2** The warranty and support requirements specified in this section shall be applicable for the duration of optional warranty extension period as listed in Schedule of Supplies and Services (SSS).
- 3.8.3** The support/warranty shall not attract extra cost to the Purchaser. This support shall be available to the location stated in the SSS.
- 3.8.4** The Contractor shall assign a PoC within its organization for the warranty claims and shall not delegate such responsibility to its suppliers (i.e. OEMs) unless agreed by the Purchaser on a case by case basis for practicality reasons.
- 3.8.5** The Contractor shall provide detailed handling instructions, including help-desk and Point of Contact information, to be contacted in case of a warranty claim for each type of equipment. All warranty communications shall be in English.
- 3.8.6** The Contractor shall provide shipment address for faulty equipment to the Purchaser and arrange the shipment of faulty equipment to the Contractor facility, unless otherwise requested by the Purchaser. The shipment of repaired or replaced equipment from the Contractor to the Purchaser shall be at the expense of the Contractor.
- 3.8.7** The Contractor shall provide Next Business Day (NBD) warranty service for all the items supplied under this contract. For this, the Contractor shall make the necessary arrangements with the OEM's. The NBD shall be understood as the day after the notification by the Purchaser creating a warranty claim via email to the Contractor PoC. If there is a replacement item required, then the warranty cases shall be completely resolved and closed within ten (10) Next Business Days starting from the notification by the Purchaser creating a warranty claim via email to the Contractor PoC.
- 3.8.8** For TEMPEST tested devices, if there is a replacement item required, the warranty cases shall be completely resolved and closed within twenty (20)

Next Business Days starting from the notification by the Purchaser creating a warranty claim via email to the Contractor PoC.

- 3.8.9** If a specific device fails the second time after repair following the first failure, the Contractor shall replace the device and not continue with the repair services after the second failure.
- 3.8.10** If the failure could not be identified remotely or the failed devices are too large to ship (DVD robots, printers, plotters, servers, racks and so on), the Contractor shall dispatch a field technician to resolve the issue on-site in Purchaser or its Customer's facilities, ensuring that the resolution will be completed within 10 business days.
- 3.8.11** The Contractor shall be aware that, due to NATO security constraints, all failed hard disks/ drives and memory can only be repaired or replaced on-site and cannot be removed and/ or returned to the Contractor for repair/ exchange. Failed hard disks/ drives and memory will be destroyed on-site by the Purchaser. Failed hard disks/ drives and memory shall therefore be replaced by the Contractor, at no extra cost to the Purchaser.
- 3.8.12** During the Warranty period, the Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available, ensuring form, fit and functional requirements and without any additional cost to the Purchaser.
- 3.8.13** During Extended Warranty, the Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available for replacement during the Optional Warranty period (CLIN 2), ensuring form, fit and functional requirements and without any additional cost to the Purchaser.
- 3.8.14** For this purpose, the Contractor shall develop an Obsolescence Report to assess the current and future market availability of the proposed items and

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

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

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

- Three (3) months prior to the end of the warranty (including the proposal as per 3.8.18)
- Three (3) months prior to end of each optional warranty period (including the proposal as per 3.8.18)

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

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

3.8.18 This proposal shall be considered just as an option to the Purchaser for all obsolete items to be replaced at once. Therefore, the proposal shall not release the Contractor from his obligation to replace the items as per 3.8.12 and 3.8.13 under warranty conditions, as per failure occurrence and without any additional cost.

3.9 QUALITY ASSURANCE

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

- All delivered supplies are compliant with the approved technical specifications;

- All delivered supplies are of the requested type and quantity;
- All delivered goods are not damaged or defective.

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

3.10 SUPPLY CHAIN SECURITY

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

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

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

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

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

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

3.10.7 If requested, the Contractor shall provide a Supply Chain Security document to explain their end-to-end supply chain processes and all parties involved in the supply chain from original manufacturer until the delivery at Purchaser facility.

4 CLIN 3: HW UPGRADE PHASE 2

- 4.1** CLIN 3 addresses the technical specifications for the procurement of the HW Upgrade Phase 2 which may occur in the two years after Acceptance of HW upgrade Phase 1 (CLIN1).
- 4.2** At present, the Purchaser cannot determine whether HW Upgrade Phase 2 will occur and therefore this SOW does not contain any specification of ITB 6 HW Upgrade Phase 2 (CLIN3). For this reason CLIN 3 is considered as optional.
- 4.3** The general ILS requirements specified in the Integrated Logistics Support section 3 of this SOW are applicable to the ITB 6 HW Upgrade Phase-2 from CLIN 4.1 to CLIN 4.3.

Appendix A PFI

The SAN Purchaser Furnished Items (PFI) are specified in Table 6.

Product	Quantity	Network	Storage
NetApp FAS 2750A SAN - HA - Premium Bundle - NVE - CNA - Trusted Platform - Encrypted data at rest	1	Fibre Channel Over Ethernet	24 X 1.2TB
NetApp FAS 2720 SAN - HA - Premium Bundle - NVE - CAN - Trusted Platform - Encrypted data at rest	1	Fibre Channel Over Ethernet	12 X 4TB

Table 6 ITB 6 PFI 5.3 Specifications

Appendix B TECHNICAL SPECIFICATIONS

TS-1 The Contractor shall provide two identical and separate ITB hardware infrastructures (called ITB Infrastructure from now on) respectively to the Core ITB and the Ops ITB systems. At contractor's discretion, the Purchaser SAN already utilized on Core ITB, can be used as PFI to constitute the Core ITB Infrastructure. In this case, the Contractor will have to deliver only the SAN for the Ops ITB.

TS-2 In case of Purchaser SAN as PFI, if before acceptance of CLIN 1, the current version of Purchaser SAN, is no longer available on the market, a deviation from the identical hardware requirement of TS-2 above is acceptable for the SAN part only. In this case, the Contractor shall deliver the alternate products identified by the OEM as the replacements of the existing SAN and these products shall meet at minimum the hardware specification given in Appendix C

TS-3 The Technical Solution hardware shall be TEMPEST level compliant according to SDIP 27/2, NATO TEMPEST Requirements and Evaluation Procedures as (Ref [A]). The hardware TEMPEST testing shall be performed by a NATO Certified Tempest Vendor (Ref [B]).

TS-4 The Contractor shall provide the Certificates of Conformity which confirm that the tested equipment meet the TEMPEST level compliant requirements specified in Table 8 and Table 9.

TS-5 The hardware Technical Solution shall meet the security updates as requested by the NATO Computer Incident Response Capability (NCIRC) e.g. firmware and BIOS.

TS-6 The Technical Solution shall host virtual machines running on approved 64 Bit Operating Systems (OS). As reference the current list of approved OS is provided in Appendix D.

TS-7 The Technical Solution shall be based on multi-processor and multi-core systems servers.

TS-8 The Technical Solution shall be based on a VMware virtualized architecture.

TS-9 The Technical Solution shall be based on hardware which is enclosed on the VMware compatibility guide (Ref. [A]).

TS-10 The technical solution shall provide failover protection against hardware and OS outages within the virtualized IT environment

TS-11 The Technical solution shall meet the hardware and software specification listed in this SOW inclusive the infrastructure requirements in Appendix C.

TS-12 The technical solution shall meet one of the following design specification for the two Core and Ops Infrastructures

A. Enclosure, Blades Servers with Fibre Channel based Storage Area Network (SAN)

or

B. Rackable Servers with VSAN solution.

TS-13 If proposed by the Contractor, the SAN shall be based on a dual systems providing redundancy to the storage system.

[1] One controller and the associated shelf with high speed will be the main system for storage.

[2] A second controller and the associated shelf with bigger drives will hold system backups, providing more space to store longer backup snapshot copies.

TS-14 If proposed by the Contractor, the VSAN shall provide disk redundancy mode enabled.

TS-15 The technical solution shall consist of a minimum of 3 hypervisors, 1 Domain Controller and either 1 SAN or VSAN system meeting at minimum the specification given in Table 8 for both Core and Ops ITB.

TS-16 The technical solution (Servers) shall provide redundancy at the Power Supply level with at least 2 hot swappable power supplies per server or 4 hot swappable power supplies per enclosure.

TS-17 The technical solution (SAN Controller) shall provide redundancy at the Power Supply level with at least two hot swappable power supplies per controller.

TS-18 For each of those ITB Infrastructures, the Technical solution shall provide resources to run simultaneously and independently the following two hosting environments as defined in 1.2.1:

[1] the ITB 5.3 Production line and

[2] the ITB 6 Development line

TS-19 The ITB 5.3 production line delivered with the Technical Solution, shall provide at least the minimum number of VMs, average hardware resources per VM and number of Input Output Operations Per Second (IOPS) as specified in row 1 of Table 7.

TS-20 The ITB 6 development line delivered with the Technical Solution, shall provide at least the minimum number of VMs, average hardware resources per VM and number of IOPS as specified in row 2 of Table 7.

TS-21 The technical solution shall run simultaneously both the Production and Development lines on both Core and Ops Infrastructure and therefore shall meet at least the minimum number of total VMs, average hardware resources per VM and number of IOPS specified in Table 7.

Id	ITB Infrastructure Lines	Total of VMs (#)	CPU/Core (#)	VM RAM (GB)	VM HDD (GB)	Average IOPS (#)	Peak IOPS (#)
1	ITB 5.3 Production	56	4	8	80	500	1625
2	ITB 6 Development	30	4	8	80	500	1625

Table 7 ITB Infrastructure Virtualized Machines

TS-22 The Technical Solution shall make use of VMWare Virtual Graphic Acceleration.

TS-23 The VMware Virtual Graphic Acceleration shall meet the minimum graphical requirements to support 8 concurrent dual screens VDI clients at 4K at 60FPS for both of the Core and Ops ITB.

TS-24 The Technical solution shall provide redundant network switch to provide connectivity to the servers, storage, and uplinks for Core and Ops ITB (quantities are specified in Table 9).

TS-25 The network switch shall be layer two.

TS-26 The network switch shall be adequate to the technical solution in regards to bandwidth, latency and speed.

TS-27 The ITB infrastructure shall exhibit a Mean Time Between Failures (MTBF) characteristics of 180 hours as a minimum.

TS-28 The ITB infrastructure shall exhibit a Mean Time Between Critical Failures (MTBCF) characteristics of 8760 hours as a minimum.

TS-29 The technical solution shall provide a quantity of two desktops that will be used as data transfer machines between classified networks with the specification given in row 4 of Table 8.

TS-30 The technical solution shall provide a laptop with the specification given in row 5 of Table 8.

TS-31 The technical solution shall be compliant with the obsolescence related requirements identified under Section 3.8 of the SOW.

TS-32 The ITB infrastructure shall use "UK English" as the default language. This shall apply to all applications and supporting components, including all user interfaces (e.g. views, dialogs, help screens, tooltips, etc.).

Appendix C ITB 6 Infrastructure Specification

The ITB 6 per single Host Infrastructure minimal HW requirements are specified in Table 8 and are applicable to each of the infrastructure provided with technical Solution for Core and Ops ITB.

Id	Items	Quantity	TEMPEST Level	CPU/Core	RAM	Network	Storage	Power Supply
1	Hypervisor host's hardware	3	C	2 CPU Xeon /16 cores / 2.2 GHz	768 GB	4x 10 GB Copper	Adequate for hypervisor	2 Hot swappable per hypervisor or 4 Hot swappable per enclosure
2	Domain Controller	1	C	1 CPU Xeon / 8 cores / 3.0 GHz	12 GB	4x 10 GB Copper	500 GB	2 Hot swappable
3	SAN	1 (Controller 1)	C			4x 10GB Copper or Fibre Optic	24X1.2TB	2 Hot swappable
		1 (Controller 2)	C			4x 10GB Copper or Fibre Optic	12X4TB	2 Hot swappable
	Or VSAN in redundant configuration						48 TB	2 Hot swappable per server

Table 8 ITB 6 per single Host Infrastructure Minimum HW Requirements

The ITB 6 set of minimum hardware requirements for the physical infrastructure are specified in Table 9.

Items	Quantity	TEMPEST Level	CPU/Core	Physical memory	Network	Storage
Data Transfer Desktop with CD burner and USB	2	B	8 Cores, 16MB Cache, 2.40 GHz to 5.30 GHz	32GB, 2x16GB, DDR4 3200MHz Non-ECC Memory	Fibre Optic	1TB (SSD)

Laptop with CD burner	1	C	8 Cores, 16MB Cache, 2.40 GHz to 5.30 GHz	32GB, 2x16GB, DDR4 3200MHz Non-ECC Memory	Wi-Fi Ethernet	1TB (SSD)
Network Switches	4	C			SFP+ ¹	

Table 9 ITB 6 Physical Infrastructure Minimum Hardware Requirements

Appendix D Approved 64 Bit OS List

The list of currently approved 64 bit OS are listed below.

- Windows 10 Enterprise
- Windows Server 2016
- Red Hat Enterprise Linux 7 (RHEL7) – version 7.x
- VMware vSphere Enterprise
- VMware ESXi 6.7 or higher.

¹ Copper or Fibre Optic depending on the Contractor proposed technical solution