

NCIA/ACQ/2021/06651

04 March 2021

To: See Distribution List

Subject: **Request for Quotation - RFQ-CO-115335-TVV Procurement of Hardware and Software Components for the Test, Validation and Verification (TV&V)**

Reference:

- A. AC/4-D(2019)0004 (INV)
- B. Acquisition Management Directive 6.1 dated 7 June 2017, Para 4.1.5, The Restricted Contract Awards Board
- C. AC/4-DS(2019)0023-COR1 (INV)

Dear Sir/Madam,

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 **“Hardware and Software Components for the Test, Validation and Verification (TV&V)”**.
2. NATO will place one contract to cover the entire scope of the project.
3. The award will be based on the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions.
4. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 05th April 2021 12:00 HOURS (BRUSSELS TIME).**
5. This Request for Quotation consists of the following documents:
  - a) Book I – Bidding Instructions. This provides the general bidding information and includes the following annexes:
    - i. Annex A – Bidding Sheets – The bidding sheets should be completed exactly as instructed.
    - ii. Annex B – Certificates.
  - b) Book II – Prospective Contract. This contains the following sections:

- i. The Schedule of Supplies and Services (SSS) – please note this will be completed at contract award;
  - ii. Contract Special terms and Conditions;
  - iii. The terms and conditions of the BOA between the contractor and the NCI Agency.
  - iv. The Statement of Work. This sets forth the detailed specifications governing the performance requirements of the contract.
6. The overall security classification of this Request for Quotation is “NATO UNCLASSIFIED”. This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
7. You are requested to complete and return the enclosed acknowledgement of receipt within 5 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 letter.
8. The reference for this RFQ is RFQ-CO-115335-TVV and all correspondence concerning the RFQ should reference this number.
9. 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.
10. Your point of contact for all information concerning this RFQ is Graham Hindle, Senior Contracting Officer, who may be reached at [Graham.Hindle@ncia.nato.int](mailto:Graham.Hindle@ncia.nato.int) and Gracja Jablonska, Senior Contracting Assistant [Gracja.Jablonska@ncia.nato.int](mailto:Gracja.Jablonska@ncia.nato.int)

For the Director of Acquisition:



Graham Hindle  
Senior Contracting Officer

**Enclosures:**

- 01\_RFQ-CO-115335-TVV-Cover Sheet with Index
- 02\_RFQ-CO-115335-TVV-Book I Bidding Instructions
- 02BRFQ-CO-115335-TVV- Acknowledgement of Receipt+ Prescribed Administrative Forms and Certificates
- 03\_RFQ-CO-115335-TVV-Book I Annex A Bidding Sheets (Excel)
- 04\_RFQ-CO-115335-TVV-Book II Prospective Contract and SSS
- 05\_RFQ-CO-115335-TVV-Book II Statement of Work



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**Attachment A****Acknowledgement of Receipt of Request for Quotation****RFQ-CO-115335-TVV**

**Please complete and return within 5 days by: e-mail: [Graham.Hindle@ncia.nato.int](mailto:Graham.Hindle@ncia.nato.int)  
[Gracja.Jablonska@ncia.nato.int](mailto:Gracja.Jablonska@ncia.nato.int), for the attention of Mr. Graham Hindle and Mrs. Gracja Jablonska**

We hereby advise that we have received Request for Quotation RFQ-CO-115335-TVV  
on ....., together with all enclosures listed in the Table of Contents.

**CHECK ONE**

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

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

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

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

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

Address: \_\_\_\_\_

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

## **REQUEST FOR QUOTATION**

**RFQ-CO-115335-TVV**

**PROVISION OF HARDWARE AND SOFTWARE COMPONENTS FOR  
THE TEST, VALIDATION AND VERIFICATION (TV&V)**

**Authorisation/Serial No.**

**SERIAL 2014/0IS03094-08/09**

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Annex A	Bidding Sheets
Annex B	Bidding Sheets - Instructions
Annex C	Certificates
Annex D	Cross Reference/Compliance Table
Annex E	Clarification Requests forms

**BOOK II - THE PROSPECTIVE CONTRACT**

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



**RFQ-CO-115335-TVV**  
**PROVISION OF HARDWARE AND SOFTWARE**  
**COMPONENTS FOR THE TEST, VALIDATION**  
**AND VERIFICATION (TV&V)**

**BOOK I**

**BIDDING INSTRUCTIONS**



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**SECTION I - Introduction**

- 1.1 The purpose of this RFQ is to establish a contract for the provision of hardware and software components for the Test, Validation and Verification Integration Facility in The Hague.
- 1.2 The contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the Contract Schedule of Supplies and Services (Book II Part I).
- 1.3 This Request for Quotation is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreement set forth in the NATO document AC/4-D(2019)0004 (INV). Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations in accordance with paragraph 2.1.6 of Section II of the Bidding Instructions and that have established a Basic Ordering Agreement (BOA) with the NCI Agency in force at the time of the issuance of this Request for Quotation.
- 1.4 The security of this Invitation for Bid is "NATO UNCLASSIFIED".
- 1.5 This Request for Quotation will not be the subject of a public bid opening.
- 1.6 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest 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 paragraph [2.6](#) of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".

## SECTION II - 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 “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.3 The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits a quote in response to this solicitation.
- 2.1.4 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.5 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6 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, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7 The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.1.8 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 Basic Ordering Agreement (BOA) 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 NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

## 2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the email address given in paragraph [2.5](#) **before 12:00 pm (Brussels Time) on 5 April 2021** at which time and date bidding shall be closed.

- 2.3.2 Bids shall be delivered to the following e-mail address:

RFQ-CO-115335-TVV.Bids@ncia.nato.int

### 2.3.3 Late Bids

- 2.3.3.1 Bids 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. Such Bids will remain unopened unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.

- 2.3.3.2 *Consideration of Late Bid* – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. A late Bid shall only be considered for award under the following circumstances:

- 2.3.3.2.1 A Contract has not already been awarded pursuant to the Invitation for Bid, and;

- 2.3.3.2.2 The Bid was sent to the email address specified in the RFQ and the delay was solely the fault of the Purchaser.

## 2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

All questions and requests for extension of bid closing date must be submitted by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.5 below and shall arrive not later than seven (7) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

## 2.5 PURCHASER POINT OF CONTACT

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

NATO Communications and Information Agency  
Acquisition Directorate  
Boulevard Léopold III  
1110 Brussels, Belgium  
Attention: Mr. Graham Hindle, Senior Contracting Officer  
Tel: +32 2 707 8857

Bid Delivery: RFQ-CO-115335-TVV.Bids@ncia.nato.int

Questions/Clarifications: [Graham.Hindle@ncia.nato.int](mailto:Graham.Hindle@ncia.nato.int)  
[Gracja.Jablonska@ncia.nato.int](mailto:Gracja.Jablonska@ncia.nato.int)

## 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 by e-mail. 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 point of contact specified in paragraph 2.5 above and shall arrive not later than seven (7) calendar days prior to the stated “Bid Closing Date”. The Purchaser is under no obligation to answer questions submitted after this time.
- 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. Amendments to the language of the RFQ included in the answers shall be incorporated by the Bidder in his 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 Terms and Conditions in the NCI Agency’s Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

- 2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph [2.6](#) above. 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 QUOTATION**

- 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 which the bidder shall complete and enclose as part of his bid. This process may be part of the clarification procedures set forth in paragraph [2.6](#) above 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 his 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 his bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

- 2.9.4 Except as provided in paragraph [2.10.4](#) (b) below, a Bidder may withdraw his 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 6 months starting from the Bid Closing Date specified at paragraph 2.3.1 above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in [Annex B-4](#). Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all 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:
- (a) 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
  - (b) 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**

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

## **2.12 CANCELLATION OF REQUEST FOR QUOTATIONS**

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 communicate answers to requests for clarification and amendments to this RFQ to the prospective Bidders as soon as practicable.
- 2.13.2 Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible.



**SECTION III - BID PREPARATION INSTRUCTIONS****3.1 GENERAL**

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.
- 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 his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids which are not complete will be declared non-compliant.
- 3.1.3 The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements.
- 3.1.4 Bidders shall classify their response in accordance with the classification of the RFQ.
- 3.1.5 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

**3.2 BID MARKING**

- 3.2.1 The proposal shall be sent in one e-mail to the Bid Delivery email address specified in section [2.5](#).
- 3.2.2 This e-mail shall have the following subject line:
  - 115335-TVV- Official Bid for *Company Name*

**3.3 BID CONTENT**

3.3.1 The complete bid submission shall consist of three volumes as shown in the following table:

Volume	Format and Quantity Details
I: Bid Administration	<ul style="list-style-type: none"> <li>1 Scanned PDF file, with physical (non-digital) signatures.</li> <li>➤ All of the required contents are detailed in Section 3.4.</li> </ul>
II: Price	<ul style="list-style-type: none"> <li>1 Excel file, using the Bidding Sheet template provided.</li> <li>➤ All of the required contents are detailed in Section 3.5.</li> </ul>
III: Technical	<ul style="list-style-type: none"> <li>1 Scanned PDF file.</li> <li>➤ All of the required contents are detailed in Section 3.6.</li> </ul>

3.3.2 The email shall therefore include three files, one for each volume, with the following names:

3.3.2.1 Volume I:

- 115335-TVV- Official Bid for *Company Name*, Volume I – Bid Admin

3.3.2.2 Volume II:

- 115335-TVV- Official Bid for *Company Name*, Volume II – Price

3.3.2.3 Volume III:

- 115335-TVV- Official Bid for *Company Name*, Volume III – Technical

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

- 115335-TVV- Official Bid for Generic, Vol I – Bid Admin

Or

- 115335-TVV - Official Bid for GCTR, Vol I – Bid Admin

3.3.4 All e-mails submitted shall be less than 20MB.

**3.4 VOLUME I: BID ADMINISTRATION**

3.4.1 In this E-mail the bidder shall include the signed originals of the certifications set forth in Annex B hereto, specifically:

- (a) [B-1](#) Certificate of Legal Name of Bidder
- (b) [B-2](#) Acknowledgement of Receipt of RFQ Amendments & Clarification Request responses (if applicable)
- (c) [B-3](#) Certificate of Independent Determination
- (d) [B-4](#) Certificate of Bid Validity
- (e) [B-5](#) Certificate of Understanding
- (f) [B-6](#) Certificate of Exclusion of Taxes, Duties and Charges
- (g) [B-7](#) Comprehension and Acceptance of Special Contract Provisions and General BOA Provisions
- (h) [B-8](#) Disclosure of Requirements for NCIA Execution of Supplemental Agreements
- (i) [B-9](#) List of Prospective Sub-Contractors/Consortium Members
- (j) [B-10](#) Certificate of Origin of Equipment, Services, and Intellectual Property
- (k) [B-11](#) Disclosure of Involvement of Former NCI Agency Employment
- (l) [B-12](#) NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

**3.5 VOLUME II: PRICE**

- 3.5.1 Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets.
- 3.5.2 The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The currency of each line item and sub-item shall be shown.
- 3.5.3 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.
- 3.5.4 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.

- 3.5.5 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheet which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant. Partial Bids will not be considered.
- 3.5.6 Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.5.7 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:
- (a) the currency is of a "participating country" in the project, and
  - (b) 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.
- 3.5.8 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.5.9 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in [Annex B-6](#).
- 3.5.10 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing,

preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.

- 3.5.11 The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheet. 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.
- 3.5.12 When completing the Bidding Sheet, a price for each specified element needs to be supplied on each sub-CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. 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 Sheet is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.5.13 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.
- 3.5.14 The Purchaser reserves the right to request additional price details, from the apparent winner, during the pre-contract award phase.

### **3.6 VOLUME III: TECHNICAL**

- 3.6.1 Bidders shall submit their Technical Proposal in one bound volume containing the equipment's technical specification sheets in compliance with the technical specification addressed in the Statement of Work.
- 3.6.2 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.
- 3.6.3 The Bidder shall provide details of the warranty provision.
- 3.6.4 The Contractor shall provide the manufacturer's warranty for all material provided under this Contract. All the equipment shall have a minimum 18 months warranty term. The cell highlighted in green in the Bidding Sheets shall be out confirming the minimum warranty requirement is met.



## SECTION IV - 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.
- 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 his bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this 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 his 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 (maximum 24 hours next working day) may cause the bid to be deemed non-compliant.
- 4.1.6 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, the Price Proposal of each Bidder is evaluated, and subsequently only the technical proposal of the apparent lowest priced bid is evaluated for technical compliance with the requirements of the Statement of Work.
- 4.1.7 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:

- (a) The Bid was received by email by the Bid Closing Date and Time,
  - (b) The Bid is packaged and marked properly,
  - (c) Completeness and formal compliance of Volume I – Bid Administration, with RFQ provisions and submission of signed, electronic versions of all required certificates.
- 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 his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

#### **4.3 PRICE CRITERIA**

- 4.3.1 Price Evaluation Criteria: The Bid will be evaluated against the following criteria:
- (a) Completeness and formal compliance of Volume II – Price with RFQ provisions and Bidding Instructions;
  - (b) Total Lowest DDP Destination Firm Fixed Price offered for all elements of the Bidding Sheets;
  - (c) The Bid meets requirements for Price Realism.

##### **4.3.2 Determination of Lowest Priced Bid**

In order to determine the total lowest offered price, the Purchaser will convert all prices quoted into Euro for purposes of comparison. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

#### **4.4 PRICE REALISM**

- 4.4.1 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.
- 4.4.2 Indicators of an unrealistically low bid may be the following, amongst others:
- (a) 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.



- (b) Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- (c) Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.4.3 In the event that the successful Bidder has submitted a price quotation that is less than two-thirds of the average of the remaining compliant bids, the Purchaser will ensure that the successful Bidder has not artificially reduced the offered prices to assure Contract award. In this situation, the Purchaser will request clarification from the Bidder, and the Bidder shall provide an explanation to the Purchaser on the basis of one of the following reasons:

- (a) 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 either: remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- (b) 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.
- (c) 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.

4.4.4 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 4.4.3(a) 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.

4.4.5 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.4.3(c) above, the Bidder shall agree that the supporting pricing data submitted with his 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.

- 4.4.6 If the Bidder presents a convincing rationale pursuant to paragraph [4.4.3\(b\)](#) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

## **4.5 TECHNICAL CRITERIA**

4.5.1 Upon determination of the lowest-priced Bid as described above, the technical proposal of the apparent lowest priced bid shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.

4.5.2 If the lowest price bid is not compliant, the next lowest priced bid will be considered the apparent lowest priced and will be evaluated for compliance.

4.5.3 This process will continue until all bids are considered in sequence.

4.5.4 Technical Evaluation Criteria: The Bid will be evaluated against the following criteria:

- (a) The Bid provides a specifications sheets for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW.
- (b) The Bid indicates for each hardware equipment item identified in the Schedule of Supplier and Services whether the proposed item meets or exceeds the minimum requirements in the SOW. All proposed items meet or exceed these requirements.
- (c) The Bid confirms that the Bidder will provide the COTS software identified in SSS and SOW.

## Annex A Bidding Sheets

### 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.
4. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this RFQ and referenced in [Annex A-2](#).
5. 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.
6. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices.
7. 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.
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](#). 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-2. 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-115335-TVV-Book I-Annex A2-Bidding Sheets.xls”

2. Bidders shall include this file in its proposal in the same Excel spreadsheet format in which it is provided in this RFQ.
3. This Excel spreadsheet file includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.

**Annex B      Prescribed Administrative Forms and Certificates**

**Annex B-1.****Certificate of Legal Name of Bidder**

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

Full Name Of Corporation: \_\_\_\_\_

Division (If Applicable): \_\_\_\_\_

Sub Division (If Applicable): \_\_\_\_\_

Official Mailing Address

\_\_\_\_\_

\_\_\_\_\_

BOA Number: \_\_\_\_\_

Point Of Contact Regarding This Bid:

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

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Alternative Point of Contact:

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

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

**Annex B-2. Acknowledgement of Receipt of RFQ Amendments and  
Clarification Request Responses**

I confirm that the following Amendments to Request for Quotation No. RFQ-CO-115335-TVV 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**

It is hereby stated that:

- a. We have read and understand all documentation issued as part of RFQ-CO-115335-TVV. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the RFQ and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

---

Date

---

Signature of Authorised Representative

---

Printed Name

---

Title

---

Company



**Annex B-4. Certificate of Bid Validity**

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

---

Date

---

Signature of Authorised Representative

---

Printed Name

---

Title

---

Company

**Annex B-5. Certificate of Understanding**

I certify that

.....  
.....

.....(*Company Name*)  
has read and fully understands the requirements of this Invitation For Bid (IFB)  
and that the Bid recognises these requirements in total.

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**Annex B-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 and General Provisions**

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

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

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

---

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 \_\_\_\_\_, certify the following statement:

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

These supplemental agreements are listed as follows:

*(insert list of supplemental agreements or specify "none")*

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-9. List of Prospective Subcontractors/ Consortium Members**

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

---

Date

---

Signature of Authorised Representative

---

Printed Name

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Title

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Company

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

**Annex B-10. Certificate of Origin of Equipment, Services, and Intellectual Property**

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

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

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

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

---

Date

---

Signature of Authorised Representative

---

Printed Name

---

Title

---

Company

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

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

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

The Bidder hereby certifies that:

- ☐ Its personnel, 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 [B-12](#) 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-12. 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.
7. The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

Attachment A

**Acknowledgement of Receipt of Request for Quotation**

**RFQ-CO-115335-TVV**

**Please complete and return within 5 days by: e-mail: [Graham.Hindle@ncia.nato.int](mailto:Graham.Hindle@ncia.nato.int)  
[Gracja.Jablonska@ncia.nato.int](mailto:Gracja.Jablonska@ncia.nato.int), for the attention of Mr. Graham Hindle and Mrs. Gracja Jablonska**

We hereby advise that we have received Request for Quotation RFQ-CO-115335-TVV  
on ....., together with all enclosures listed in the Table of Contents.

**CHECK ONE**

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

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

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

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

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

Address: \_\_\_\_\_

**Annex B      Prescribed Administrative Forms and Certificates**

**Annex B-1.**

**Certificate of Legal Name of Bidder**

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

Full Name Of Corporation: \_\_\_\_\_

Division (If Applicable): \_\_\_\_\_

Sub Division (If Applicable): \_\_\_\_\_

Official Mailing Address

\_\_\_\_\_

\_\_\_\_\_

BOA Number: \_\_\_\_\_

Point Of Contact Regarding This Bid:

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

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Alternative Point of Contact:

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

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

**N A T O U N C L A S S I F I E D**

RFQ-CO-115335-TVV

**Annex B-2. Acknowledgement of Receipt of RFQ Amendments and Clarification Request Responses**

I confirm that the following Amendments to Request for Quotation No. RFQ-CO-115335-TVV 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**

It is hereby stated that:

- a. We have read and understand all documentation issued as part of RFQ-CO-115335-TVV. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the RFQ and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

---

Date

---

Signature of Authorised Representative

---

Printed Name

---

Title

---

Company



**Annex B-4. Certificate of Bid Validity**

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

---

Date

---

Signature of Authorised Representative

---

Printed Name

---

Title

---

Company

**Annex B-5. Certificate of Understanding**

I certify that

.....  
.....

.....(*Company Name*)  
has read and fully understands the requirements of this Invitation For Bid (IFB)  
and that the Bid recognises these requirements in total.

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**Annex B-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 and General Provisions**

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

I certify that

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

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

\_\_\_\_\_  
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 \_\_\_\_\_, certify the following statement:

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

These supplemental agreements are listed as follows:

*(insert list of supplemental agreements or specify "none")*

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

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

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

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.  
Members****List of Prospective Subcontractors/ Consortium**

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

---

Date

---

Signature of Authorised Representative

---

Printed Name

---

Title

---

Company

---

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

**Annex B-10. Certificate of Origin of Equipment, Services, and  
Intellectual Property**

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



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

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

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

The Bidder hereby certifies that:

- ☐ Its personnel, 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 [B-12](#) 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-12. 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.

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

## 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 discretion, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the bidder is responsible for **ALL** values, formulas and calculations within the bidding sheets that are submitted to the Agency.

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

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

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

<b>RATES</b>	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.
--------------	--

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		

Grand Total Firm fixed Price - Base Contract	-
--	---

CLIN 1	CLIN 1 (BASE-EVALUATED) - Hardware Items	-
CLIN 2	CLIN 2 (BASE-EVALUATED) - Software	-
CLIN 3	CLIN 3 (BASE-EVALUATED) - ILS Services and Documentation	-
Total Firm Fixed Price Base Contract		-

RFQ-CO-115335-TVV CLIN Summary											
BASE CONTRACT											
CLIN	sow	Description	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
							Declare Currency =>				
1.0		CLIN 1 (BASE-EVALUATED) - Hardware Items									
1.1		Spare parts and Equipment									
1.1.1	5.2.2	Dell 24 inch monitor	EDC+6 weeks	NCIA	Component	Each	30	-	-	Investment	
1.1.2	5.2.2	Allied Telesis media converter	EDC+6 weeks	NCIA	Component	Each	9	-	-	Investment	
1.1.3	5.2.2	Dell UltraSharp 32 inch monitor	EDC+6 weeks	NCIA	Component	Each	16	-	-	Investment	
1.1.4	5.2.2	HPE 3PAR 8000 3.84TB+SW SFF SSD	EDC+6 weeks	NCIA	Component	Each	2	-	-	Investment	
1.1.5	5.2.2	HPE 800GB SAS 12G Mixed Use SFF (2.5in) SC	EDC+6 weeks	NCIA	Component	Each	2	-	-	Investment	
1.1.6	5.2.2	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	EDC+6 weeks	NCIA	Component	Each	2	-	-	Investment	
1.1.7	5.2.2	HPE 32GB microSD Flash Memory Card	EDC+6 weeks	NCIA	Component	Each	9	-	-	Investment	
1.1.8	5.2.2	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2400 CAS-17-17-17 Registered Memory Kit	EDC+6 weeks	NCIA	Component	Each	16	-	-	Investment	
1.2		Servers A									
1.2.1	5.2.3	HPE ProLiant BL460c Gen10 (10Gb/20Gb FlexibleLOM)	EDC+6 weeks	NCIA	Component	Each	4	-	-	Investment	
1.2.2	5.2.3	HPE BL460c Gen10 Xeon-G 6148 FIO Kit	EDC+6 weeks	NCIA	Component	Each	4	-	-	Investment	
1.2.3	5.2.3	HPE BL460c Gen10 Xeon-G 6148 Kit	EDC+6 weeks	NCIA	Component	Each	4	-	-	Investment	
1.2.4	5.2.3	HPE 64GB 4Rx4 PC4-2666V-L Smart Kit	EDC+6 weeks	NCIA	Component	Each	48	-	-	Investment	
1.2.5	5.2.3	HP Ethernet 10Gb 2-port 560FLB Adapter	EDC+6 weeks	NCIA	Component	Each	4	-	-	Investment	
1.2.6	5.2.3	HP Ethernet 10Gb 2P 560M Adptr	EDC+6 weeks	NCIA	Component	Each	4	-	-	Investment	
1.2.7	5.2.3	HP LPe1605 16 Gb FC HBA	EDC+6 weeks	NCIA	Component	Each	4	-	-	Investment	
1.2.8	5.2.3	HP iLO Adv incl 18months TS U 1-Svr Lic	FSA+18 months	NCIA	License	Each	4	-	-	Investment	
1.3		Servers B									
1.3.1	5.2.4	HPE ProLiant DL380 Gen10 24SFF	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.2	5.2.4	HPE DL380 Gen10 Intel Xeon-Silver 4116	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.3	5.2.4	HPE DL380 Gen10 Intel Xeon-Silver 4116	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.4	5.2.4	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	EDC+6 weeks	NCIA	Component	Each	72	-	-	Investment	
1.3.5	5.2.4	HPE 800GB SAS MU SFF SC DS SSD	EDC+6 weeks	NCIA	Component	Each	15	-	-	Investment	
1.3.6	5.2.4	HPE 1.8TB SAS 12G Enterprise 10K SFF (2.5in) SC 18months Wty 512e Digi	EDC+6 weeks	NCIA	Component	Each	57	-	-	Investment	
1.3.7	5.2.4	HPE DL38x Gen10 12Gb SAS Expander	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.8	5.2.4	HP Ethernet 1Gb 4-port 331T Adapter	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.9	5.2.4	HPE 96W Smart Storage Battery 145mm Cbl	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.10	5.2.4	HPE Eth 10Gb 2p 562FLR-T Adptr	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.11	5.2.4	HPE Smart Array P408i-a SR Gen10 Ctrlr	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.12	5.2.4	HPE 800W FS Plat HT Plg LH Pwr Sply Kit	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.13	5.2.4	HPE 32GB microSD Flash Memory Card	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.14	5.2.4	HPE iLO Adv 1-svr Lic 18months Support	FSA+18 months	NCIA	License	Each	3	-	-	Investment	
1.3.15	5.2.4	HP 2U SFF Easy Install Rail Kit	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.16	5.2.4	HPE Door dock Medium Delivery SVC	EDC+6 weeks	NCIA	Component	Each	3	-	-	Investment	
1.3.17	5.2.4	HP 18 months Foundation Care NBD Service	FSA+18 months	NCIA	Service	Each	3	-	-	Investment	
1.3.18		HPE DL38x Gen10 Support	FSA+18 months	NCIA	Support	Each	3	-	-	Investment	
1.4		Hardware warranty									
1.4.1		18 months warranty for all Hardware items	FSA+18 months	NCIA	Warranty	18 months	1	-	-	Investment	
TOTAL PRICE CLIN 1									-		
2.0		CLIN 2 (BASE-EVALUATED) - Software									
2.1		Software Licenses Maintenance / Renewals									
2.1.1		HPE Support renewal HPE Foundation Care NBD SVC for HPE StoreOnce 5100 ( 18 months)	FSA+18 months	NCIA	License	18 months	1	-	-	Investment	
2.1.2		HPE Support renewal HPE Foundation Care NBD SVC for HP 3PAR StoreServ 8200 2N (18 months)	FSA+18 months	NCIA	License	18 months	1	-	-	Investment	
2.1.3		HPE Support renewal HPE Foundation Care NBD SVC for HP 3PAR StoreServ 8200 2N (18 months)	FSA+18 months	NCIA	License	18 months	1	-	-	Investment	
2.1.4		HPE Support renewal HPE Foundation Care NBD SVC for HP 3PAR StoreServ 8450 4N (18 months)	FSA+18 months	NCIA	License	18 months	1	-	-	Investment	
2.1.5		HPE Support renewal HPE Foundation Care NBD SVC for HP 3PAR StoreServ 8450 4N (18 months)	FSA+18 months	NCIA	License	18 months	1	-	-	Investment	
2.1.6		HPE Support renewal HPE Foundation Care NBD SVC for HPE SN6000B 16Gb 48/48 Pwr Pk+ FC Swch (18 months)	FSA+18 months	NCIA	License	18 months	1	-	-	Investment	
TOTAL PRICE CLIN 2									-		
3.0		CLIN 3 (BASE-EVALUATED) - ILS Services and Documentation									
3.1		ILS Services									
3.1.1		System Inventory (all items delivered, including COTS )	EDC+4 weeks/EDC+6 weeks	NCIA	Electronic file and hard copies	database	1	-	-	Investment	
3.1.2		Documentation (technical documentation such as OEM user manual, as-built documentation)	EDC+6 weeks	NCIA	Electronic file	set of documents	2	-	-	Investment	
3.1.3		Shipment (Notice of Shipment, 302 form, packing lists, tailored reception instructions)	EDC+6 weeks	NCIA	Services	set of activities	1	-	-	Investment	
TOTAL PRICE CLIN 3									-		
Total Firm Fixed Price- Base Contract									-		



Total
-------

Total	0.00
-------	------

[illegible]

Insert Origin/destination	-	0.00	0.00
<b>Total</b>			<b>0.00</b>

[illegible]

Insert Other Direct Cost item	0.00	0.00	0.00
Insert Other Direct Cost item	0.00	0.00	0.00
Insert Other Direct Cost item	0.00	0.00	0.00
Insert Other Direct Cost item	0.00	0.00	0.00
<b>Total</b>			<b>0.00</b>

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

**BOOK II**

**PROSPECTIVE CONTRACT**

**RFQ-CO-115335-TVV**

**Provision of Hardware and Software Components for the Test,  
Validation and Verification (TV&V)**





## INDEX

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NCI AGENCY CONTRACT	
1. Original Number 1 of 1	2. Accounting Data :
3. Contract Number: CO-115335-TVV	4. Effective date:
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NCI Agency Boulevard Leopold III B-1110 Bruxelles Tel: +32(0)2 707 8857
<b>7. CONTRACT SCOPE:</b> This is a firm fixed price contract for the procurement of hardware and software components for the Test, Validation and Verification Integration Facility in the Hague as per the Schedule of Supplies and Services and the Statement of Work. The contractor shall deliver the equipment to NCI Agency, Attn: Supply, Oude Waalsdorperweg 61, 2597 AK The Hague, The Netherlands.	
<b>8. TOTAL AMOUNT OF CONTRACT:</b>  Firm Fixed Price (FFP) _____ DDP Destination (Incoterms 2020)	
<b>9. PERIOD OF PERFORMANCE</b> EDC + 6 weeks (equipment delivered), + 18 month warranty after delivery and acceptance	<b>10. LOCATION OF WORK/Delivery</b> NCI Agency, The Hague, The Netherlands
<b>11. CONTRACT</b> This Contract consists of the following parts and named documents: a) Book II, Part I. Schedule of Supplies and Services b) Book II, Part II. Special Contract Provisions and Annexes c) Book II, Part III. BOA General Contract Provisions. Part II of the Basic Ordering Agreement _____ dated ____, is incorporated herein by reference. d) Book II, Part IV. Statement of Work	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

**N A T O U N C L A S S I F I E D**

RFQ-CO-115335-TVV  
Part I – Schedule of Supplies and Services

**PART I – SCHEDULE OF SUPPLIES AND SERVICES**

**(TO BE INSERTED AT CONTRACT AWARD)**

**N A T O U N C L A S S I F I E D**

Book II - Part II - Page 4 of 13

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

- 1.1 For the purpose of this contract and unless otherwise explicitly indicated, the following definitions shall apply:
- 1.2 “Acceptance”: 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.
- 1.3 “Basic Ordering Agreement (BOA)”: Means the separate agreement the Contractor holds with the NCI Agency under the auspices of the NCI Agency BOA Program.
- 1.4 “Contracting Authority”: The General Manager of the NCI Agency, the Director of Acquisition of the NCI Agency, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 1.5 “Contractor”: The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto
- 1.6 “NCIA General Provisions”: Means the General Provisions contained in the Contractor’s BOA.
- 1.7 “Participating Country”: 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, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 1.8 “Purchaser”: NCI Agency, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract and stands as one of the Contracting Parties.

**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
  - b. Part II - The Contract Special Provisions
  - c. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11

d. Part IV – The Statement of Work

**ARTICLE 3 PARTICIPATING COUNTRIES**

- 3.1 Unless prior written authorization of the Purchaser has been obtained, none of the Work, including project design, labour and services, shall be performed other than by firms from and within NATO Participating Countries.

**ARTICLE 4 SCOPE OF WORK**

- 4.1 The Contractor shall provide all material, equipment, transportation and supervision necessary for the provision of the equipment listed in the Contract Schedule of Supplies and Services in accordance with the specification set in the Statement of Work and with the terms set forth in the present contract.
- 4.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

**ARTICLE 5 SUB-CONTRACTORS**

- 5.1 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.
- 5.2 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 6 FIRM FIXED PRICE**

- 6.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 6.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.

- 6.3 The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 6.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2020).

## **ARTICLE 7 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 7.1 The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 7.2 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.
- 7.3 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.
- 7.4 Notwithstanding the "Changes" clause of the BOA or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

## **ARTICLE 8 SUPPLEMENTAL AGREEMENTS**

- 8.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after

Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause “Termination for Default” of NCIA Basic Ordering Agreement, General Provisions.

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

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

- 9.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2020 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services. The Contractor shall note that the Purchaser is exempt from customs duties and VAT.

## **ARTICLE 10 TITLE AND RISK OF LOSS**

- 10.1 Title and Risk of Loss to all delivered equipment, software and documentation shall transfer to and vest with the Purchaser upon acceptance of each delivered equipment, software and documentation as defined in Part IV - Statement of Work.
- 10.2 Notwithstanding Article 10.1 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure or acceptance, at which time Article 10.1 above shall apply.
- 10.3 Notwithstanding Article 10.1 above, the Contractor shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of the Purchaser acting within the scope of their employment under the terms and conditions of this Contract.

**ARTICLE 11                      CHANGES**

- 11.1 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 the “Changes” Clause of the NCI Agency Basic Ordering Agreement, General Provisions.
- 11.2 Except as otherwise provided for in this Contract, prices quoted for the changes, modifications, etc. shall have a minimum validity period of 3 months from submission.

**ARTICLE 12                      CONTRACT ADMINISTRATION**

- 12.1 The Purchaser reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 12.2 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.
- 12.3 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 12.4 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.
- 12.5 All notices and communications shall be effective on receipt.
- 12.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency	
For contractual matters:	



Attn: Mr. Graham Hindle, Senior Contracting Officer Tel: +32 2 707 8857 E-mail: graham.hindle@ncia.nato.int	Attn:  Tel: E-mail:
For technical/project management matters:	
Attn:  Tel: E-mail:	Attn:  Tel: E-mail:

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

## ARTICLE 13 RELEASE OF INFORMATION

- 13.1 Except as otherwise specified elsewhere in the Contract, and to the extent that it is demonstratively unavoidable and without prejudice to the "Security" Clause of the BOA General Provisions, the Contractor or his employees shall not, without prior authorization from the Purchaser, release any information pertaining to this Contract, its subject matter, its related performance or any other aspect thereof.

## ARTICLE 14 LIQUIDATED DAMAGES

- 14.1 If the Contractor fails to meet the delivery schedule of the items required under this contract at the times specified in the Delivery Schedule of this Contract, or any agreed extension thereto, 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 fixed and agreed liquidated damages of 0.1% (one tenth of one percent) of the associated Delivery Order / CLIN value as set forth in the Schedule of Supplies and Services herein, for each day of delinquency in achieving the milestone. These liquidated damages will begin to accrue on the first day after the date on which delivery was required and/or the milestone was to have been reached.
- 14.2 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.

- 14.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 19 of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.
- 14.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Ten Percent (10%) of the applicable payment for the line item in the Schedule of Supplies. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 14.5 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 15            WARRANTY**

- 15.1 The provisions of this Clause replace Clause 7 (Warranty) of the Basic Ordering Agreement Special Provisions.
- 15.2 The Contractor shall warrant, for a period of a minimum 18 Months 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.
- 15.3 The preservation, packaging, packing and marking and the preparation for, and method of, shipment of equipment will conform with the requirements of this Contract.
- 15.4 In the event of the Contractor's failure to fulfil this obligation after due notice and within a reasonable time, the Purchaser will have the right at his discretion:
- a. To remedy, by procuring the defective equipment via issuance of a separate contract / order to a supplier of his choice. In this instance the price of the relevant Delivery Order will be equitably and unilaterally reduced to reflect the value of the defective equipment or in the event

that payment has been liquidated, to request reimbursement from the contractor or to resort to alternative measures of its choice.

- b. To terminate for default that portion of the Contract relating to the defective work in accordance with the Basic Ordering Agreement (BOA) Termination for Default Clause

- 15.5 This right may be exercised although other contractual obligations remain in force.
- 15.6 The Purchaser will inform the Contractor in writing of any defect discovered as soon as practicable and in accordance with established procedures.
- 15.7 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct the defect at no increase in the Contract price.
- 15.8 The warranty period shall be deemed to have been completed if notification of a defect that is alleged to have occurred within the warranty period is not provided by the Purchaser within thirty days after the date on which the warranty would normally have expired.
- 15.9 Upon notification, the Contractor shall be responsible to retrieve the equipment at the site at its own expenses and provide for adequate replacement.

## ARTICLE 16 INVOICES AND PAYMENT

- 16.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 16.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 16.3 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 16.4 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 16.5 The Contractor shall be entitled to submit invoices as follows:
- 100% of CLIN 1 through 2 after delivery and successful Purchaser's inspection and acceptance on the basis of proper inventory and delivery documentation to be provided by the Contractor.
- 16.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause "Taxes and Duties" of the NCI Agency Basic Ordering Agreement, General Provisions.

- 16.7 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 16.8 The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: Contract number, Purchase Order number, Contract Amendment number (if any) and the Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.
- 16.9 The invoice shall contain the following certificate:  
*“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”*  
The certificate shall be signed by a duly authorised company official on the designated original.
- 16.10 Invoices referencing **“CO-115335-TTV EVAL / PO TBD/NO.”** shall be submitted in electronic format to:  
[accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int)  
An Electronic copy shall be sent to the Contracting Officer, at the email address specified in the clause “Contract Administration”.
- 16.11 NCI Agency will make payment within 30 days of receipt by NCI Agency of a properly prepared and documented invoice.

**CO-115335-TVV  
PROCUREMENT OF HARDWARE AND SOFTWARE  
COMPONENTS FOR  
THE TEST, VALIDATION AND VERIFICATION (TV&V)**

**PART IV – STATEMENT OF WORK**

## **1. INTRODUCTION**

- 1.1. This document details Contractor's obligations with respect to the performance of work under the Contract.
- 1.2. The purpose of this Contract is to provide computer and networking equipment to host the TV&V (Test Verification and Validation) Facility at NCIA, The Hague/Netherlands. This is a Requirements Contract for supplies for COTS software, workstations, servers, and ancillary equipment. The Contractor shall provide the items specified in Section 5 of this document in the manner, and at the times and place, stated in the Contract.
- 1.3. The contract consists of a firm fixed-price requirement with definite quantities of equipment to be delivered according to the delivery schedule set in the Schedule of Supplies and Services.
- 1.4. Background Information. The IV&V SL is hosting an integration environment to support testing, verification and validation activities performed. The hardware and software items procured under this contract will be installed and integrated by NCIA as components of the TV&V Integration Facility.

## **2. PROGRAMME SCHEDULE FOR DELIVERIES**

- 2.1. Items specified in the Schedule of Supplies and Services shall be delivered by the Contractor in the quantities and at the time and place specified in the referred Section.

## **3. ACCEPTANCE AND TESTING PROCEDURES**

- 3.1. Testing
  - 3.1.1. The Contractor shall perform all inspection and testing of the product necessary to demonstrate conformity with contract requirements, and shall maintain sufficient inspection and test records to demonstrate the conformity of the products to contract requirements.
  - 3.1.2. The Contractor is solely responsible for the quality of all products he provides to the Purchaser.
- 3.2. Acceptance
  - 3.2.1. Requirements of AQAP-2131, NATO Quality Assurance Requirements for Final Inspection shall apply, but NCIA will normally not make use of Government Quality Assurance services.

- 3.2.2. The Purchaser's Inspection/ Acceptance will normally be performed at delivery.

#### **4. INTEGRATED LOGISTIC SUPPORT**

##### **4.1. General**

- 4.1.1. This section describes the Contractor logistics and support responsibilities under this Contract.

##### **4.2. Management and Control of Logistic Movements**

- 4.2.1. All items shall be delivered to the NCIA-The Hague/The Netherlands identified in the Schedule of Supplies and Services at Contractor's expense. The Contractor shall be responsible for all charges relating to storage, damage and ancillary costs in the transporting all the items and supplies. Any shipment loss shall be responsibility of the Contractor.

- 4.2.2. During the warranty period, repaired/exchanged goods shall be delivered directly to their original sites unless otherwise instructed by the Purchaser.

- 4.2.3. Prior to transportation, all deliveries shall be preceded by a Notice of Shipment, the format of which shall include the details indicated below:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignor's and Consignee's name and address.
6	Method of shipment, i.e. road, air sea, etc.
7	Date of shipment
8	Number of the Form 302 used

- 4.2.4. Deliverables received at NCIA facilities shall remain under Contractor's responsibility until formal acceptance.

- 4.2.5. All carriage costs shall be undertaken by the Contractor. The Contractor shall only pay the custom charges following authorisation by the Purchaser and he shall immediately inform the Purchaser of any problems that may arise (e.g. acceptance refusal).

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

certain countries. Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form. These forms shall be originals and shall be delivered by mail/express courier. 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.

- 4.2.7. The written request for a Form 302 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	Consignor's and Consignee's name and address.
6	Method of shipment, i.e. road, air sea, etc.
7	Name and address of the freight forwarder

- 4.2.8. 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 shall be added to the shipment documents to be provided to the carrier.

#### 4.3. Transportation

- 4.3.1. Until completion of the warranty period, all supplies covered under this Contract shall be transported to and from all destination addresses at the expense of the Contractor.
- 4.3.2. The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to Acceptance.
- 4.3.3. The Contractor is responsible for the availability of proper storage space and availability of Material handling equipment that may be required for the equipment shipped to the destination/location. The Purchaser cannot be held responsible for any delays in implementation in the case of unavailability of facilities or materials, and the Contractor shall be solely responsible to acquire alternative facilities/material to assure proper storage, handling etc.

#### 4.4. Preservation, Packaging and Packing

- 4.4.1. The contractor shall package and transform items in accordance with the best commercial practices for the types of supplies involved including computer, CDs and documentation.



4.4.2. All supplied items shall be packaged and packed by the shipping agent using the best commercial practices.

4.4.3. The packaging for deliverables shall be as follows:

4.4.3.1. Equipment. If the main equipment to be procured comprises servers and workstations or other electronic outfits (i.e. routers, switches), packaging shall normally be standard trade packs delivered by the manufacturer. For those repairable items that will be returned to a store/repair location, suitable re-usable packaging may be provided to ensure that they arrive at their destination secure and undamaged during transit.

4.4.3.2. Software CDs. In order to avoid x-ray and magnetic damage, these items shall be wrapped and packaged in reinforced cardboard boxes as per standard trade packs.

4.4.3.3. Documentation. Packaging shall be standard trade packs.

#### 4.5. Packing Lists and Marking

4.5.1. The Contractor shall supply packing lists for each consignment to allow for easy identification and mapping against the deliverables stated in the Schedule of Supplies and Services.

4.5.2. Three packing lists shall be provided for each individual package/pallet as follows:

4.5.2.1. Two copies affixed outside in a sealed/weather-proofed enclosure

4.5.2.2. One copy inside the package/pallet

4.5.3. The packing list shall include the following:

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
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- 4.5.4. In addition to standard commercial marking, all shipped packages will show on a nameplate affixed outside the Project Name, contract number and shipping address and clearly marked with the text “IV&V SL EQUIPMENT – NATO PROPERTY”.

#### 4.6. Notice of Shipment

- 4.6.1. Ten (10) working days prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser and to such other persons as are designated, in accordance with the instruction of the Purchaser.

#### 4.7. Custom documentation

- 4.7.1. The Contractor shall be responsible for the timely request of Custom Forms 302, required for duty free import/export of supplies between certain countries.
- 4.7.2. Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form.
- 4.7.3. These forms shall be originals and shall be delivered by mail/express courier.
- 4.7.4. 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.
- 4.7.5. 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 the form the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 4.7.6. Only after having received Purchaser’s approval, the Contractor shall pay these customs duties and shall claim reimbursement to the Purchaser.
- 4.7.7. The carrier shall be fully conversant with the application and use of Custom Form 302.

- 4.7.8. The Contractor shall be responsible to add the Custom Form 302 to the shipping documentation.

#### 4.8. On-site Delivery

- 4.8.1. Delivery, unless otherwise specified, will be to a single location:

NATO NCI Agency  
Oude Waalsdorperweg 61  
(P.O. Box 174 2501 CD)  
2597 AK The Hague, Netherlands  
Attn: Mr Hakan Koksai  
IVV SL – TV&V Section Head  
Tel: +31 (0)70 374 3653  
E-mail: [hakan.koksai@ncia.nato.int](mailto:hakan.koksai@ncia.nato.int)

- 4.8.2. The Point Of Contact shall be notified of all impending deliveries prior to their shipment. The notification shall include:

- 4.8.2.1. All details of the shipped item as per Packing Lists.

- 4.8.2.2. Reception instructions.

- 4.8.2.3. An inspection and inventory check-up form.

- 4.8.3. The POC shall be faxed a copy of the tailored reception instructions, at least by the date the shipping notice is given. The reception instructions will include a reception check-out form to be used to inspect and inventory the received shipment.

- 4.8.4. The POC will take delivery of the shipped goods and allow for their storage awaiting installation by the Contractor.

- 4.8.5. The Contractor:

- 4.8.5.1. Shall acknowledge that no liability of received goods exist for the Purchaser until acceptance of the deliverable.

- 4.8.5.2. Shall expect that Purchaser designated site personnel will be able to carry out a visual inspection of the received items in order to identify any external indications of damage. This will allow the Contractor to initiate a claim for damage to package content to the shipping insurance.

- 4.8.5.3. Shall acknowledge that the Purchaser representative cannot be held liable for not having reported any damage on received items.

4.8.5.4. The Contractor, as indicated in the reception instructions, shall request that no package be opened, even to conduct a visual inspection, unless written permission has been given.

4.8.6. The Contractor shall prepare and maintain a delivery schedule.

#### 4.9. System Inventory

4.9.1. The Contractor shall provide a database that will log the inventory for all site deliverables (including hardware, software and documentation), their identification details and the location of all items across all the Purchaser's sites.

4.9.2. The inventory shall include all items delivered and shall comprise the following categories:

4.9.2.1. Hardware, including main equipment, spare parts (where applicable) and installation materiel.

4.9.2.2. Documentation, including COTS provider documentation and technical publications.

4.9.2.3. Software disks including COTS related software and developmental software (where applicable).

4.9.3. This inventory shall be exportable from the Contractor system as an MS-Excel or MS-Access database file for delivery to the Purchaser on hardcopy and electronic media.

4.9.4. A site deliverable inventory shall be made readily available and delivered to site together with the deliverables at the time of acceptance. Required changes shall be recorded during the acceptance process and fed back to the database.

4.9.5. An advance copy of the inventory shall be sent to the site POC two (2) weeks before scheduled Site Acceptance Testing.

4.9.6. The Contractor shall deliver the inventory of deliverables according to the following template.

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.

Field	Description
NSN	NATO Stock Number (number-13 digits). Identifies an item codified by one of the NATO countries' National Codification Bureaus. It shall always be linked to at least one part number with the corresponding manufacturer code (manc). It is recommended that the Contractor system integrator requests codification from the National Codification Bureau of the original manufacturer's country. If NSN is known prior to system delivery it shall be added in this field.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specificity, 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. The valid codes are listed in the "Codes" worksheet under "EQRE".
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.
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.

Field	Description
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. <ul style="list-style-type: none"> <li>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".</li> <li>2. Serialised items shall only have a quantity of 1.</li> </ul>
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc... See codes column "Unit".
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 Purchaser 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 NCSA 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). NCSA 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 NCSA.
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 NCIA. 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, NCIA will advise 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 NCSA). 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. <ul style="list-style-type: none"> <li>▪ For non-serialized items it shows total quantity installed.</li> <li>▪ For serialized items quantity shall only be one per serial number. Use a new line for each serial number.</li> </ul>

#### 4.10. NATO Codification and Labelling

- 4.10.1. The Configuration Management process shall provide for a single product identification numbering system for all the items delivered under the Contract.

#### 4.11. Technical Documentation

- 4.11.1. The technical documentation covering all the delivered/implemented hardware and software - shall be provided to site.

- 4.11.2. The Operator and Technical Manual(s) shall be in accordance with the best commercial practice. All documentation shall be in the English language
- 4.11.3. The Manual(s) shall provide detailed installation procedures for all services installed or migrated on new or existing platforms, allowing system administrators to rebuild services from scratch.
- 4.11.4. The Manual(s) shall provide sufficient information such that a Technician/Operator will be able to operate the system without supervision and to perform fault-finding to the Line Replaceable Unit (LRU) level, to the first level maintenance.
- 4.11.5. The Manual(s) shall describe the required maintenance actions, removal and installation instructions and shall have a parts list for all replaceable units.
- 4.11.6. The documentation, including Original Equipment Manufacturers (OEM) user manuals, shall be provided in electronic format and shall support each different equipment deliverable. The distribution requirements per site are as follows:
  - 4.11.6.1. For servers and network equipment - 2 copies of the documentation are required if more than one identical item is being delivered, else 1 copy.
  - 4.11.6.2. For all other end user equipment (printers, scanners etc.) - 2 copies are required (where more than one identical item is being delivered).

#### 4.12. As-Built Documentation

- 4.12.1. The Contractor shall also provide two copies of all as-built documentation, covering full details of how all of the major assemblies of the supplied equipment have been physically installed and mechanically/electrically integrated.
- 4.12.2. It shall also encompass the installation of any Purchaser Furnished Equipment (PFE) if applicable.
- 4.12.3. As-built drawings should be self-sufficient but may refer to existing as-built drawings and any other documents.
- 4.12.4. The as-built drawings shall cover the following:
  - 4.12.4.1. All floor and wall plans to include the physical details of all installed equipment, apparatus and devices within the Server



and Switch Room(s) showing site specifics including the hardware and software configurations used;

- 4.12.4.2. Detailed network and switch configuration settings, showing also the interconnections;
- 4.12.4.3. Military Handbook 454 (US) is a relevant guide as far as cabling and labelling is concerned and the Purchaser recommends the Contractor to either adopt it or to refer to the European industry best practices.
- 4.12.5. Location plan with complete details of all cross-connection frames and patch panels.
- 4.12.6. Physical details of all cable racking and cable numbers and cable functions to include as appropriate all connections, connectors and sockets.
- 4.12.7. Details covering all wiring termination points including wire numbers and colour coding, if applicable
- 4.12.8. Ancillary equipment details to include, as appropriate, connection points and termination points.
- 4.12.9. The functions of all inter-connecting cables, including cross-site cabling, with their codes, colour code and the function of each separate conductor.
- 4.12.10. The physical details covering all cable run for inter-communication equipment.
- 4.12.11. Detailed network and switch configuration settings, showing also the interconnection of all deliverables
- 4.12.12. Update of existing as-built Drawings to reflect alteration works carried out by the Contractor to existing Building/Civil Works if required.
- 4.12.13. A plan showing the description of all grounding conductors, electrodes and joints and where they are connected to any existing earthing system if changes are undertaken by the Contractor to the current design.
- 4.12.14. The as-built documentation should be in sufficient detail to permit a full system rebuild by the system administrator.

4.13. All documentation shall also be submitted in electronic format on CD-ROM (read-only).

4.14. Document Identification

4.14.1. Documents shall be identified by a unique reference number, which will consist of a project code number followed by a document number.

4.14.2. Each document version shall be uniquely identified and maintained under version control.

4.14.3. All electronic documents shall be named as follows: ProjectName-year-month-day Contractor's Name, name of the document and document version.

4.14.4. Microsoft Word shall be used for generating text document.

4.14.5. Microsoft Excel shall be used for tabular or matrix data.

4.14.6. Microsoft Visio shall be used for drawings.

4.14.7. Microsoft Project shall be used for schedule.

4.14.8. Microsoft PowerPoint shall be used for briefings.

4.15. Documentation Conventions

4.15.1. All documents shall be written in English (United Kingdom).

4.15.2. The security classification of the documentation shall follow agreed NATO security guidelines. No Contractor-provided documentation shall bear any non-NATO protective markings.

4.15.3. All requested documentation shall be provided in paper and electronic version.

4.15.4. The convention to be used for numbers appearing in textual documents is for a comma to be the thousand separator and a period to be the decimal separator.

4.15.5. The convention to be used for dates appearing in free text is day-month-year.

## 5. TVV Equipment

### 5.1. General

- 5.1.1. This section defines the general requirements that shall apply to all TVV Equipment provided under Delivery Orders associated with this Contract.
- 5.1.2. The small items (rack mounting assemblies, connection cables, power cables or any type of connectors used in the assembly) and additional elements which were not asked specifically by the Purchaser but required for the consistency of the solution will be provided by the contractor. The type and short description of these additional proposed units will be summarized in the Brand name column of On-site “Installation and configuration” line item of SSS for each main HW component. The cost of these items will be accordingly rolled to the Unit Price column of that line item.

### 5.2. COTS Hardware

- 5.2.1. The Contractor shall provide the commercial off-the-shelf (COTS) Hardware equipment that meets the requirements specified in the following items:
- 5.2.2. Spare Parts and Equipment (unless specifically specified all the warranties are 18 months)
  - 5.2.2.1. Dell 24 inch monitor
  - 5.2.2.2. Allied Telesis media converter
  - 5.2.2.3. Dell UltraSharp 32 inch monitor
  - 5.2.2.4. HPE 3PAR 8000 3.84TB+SW SFF SSD
  - 5.2.2.5. HPE 800GB SAS 12G Mixed Use SFF (2.5in) SC
  - 5.2.2.6. HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit
  - 5.2.2.7. HPE 32GB microSD Flash Memory Card
  - 5.2.2.8. HPE 32GB (1x32GB) Dual Rank x4 DDR4-2400 CAS-17-17-17 Registered Memory Kit
- 5.2.3. Servers A
  - 5.2.3.1. HPE ProLiant BL460c Gen10 (10Gb/20Gb FlexibleLOM)

- 5.2.3.2. HPE BL460c Gen10 Xeon-G 6148 FIO Kit
- 5.2.3.3. HPE BL460c Gen10 Xeon-G 6148 Kit
- 5.2.3.4. HPE 64GB 4Rx4 PC4-2666V-L Smart Kit
- 5.2.3.5. HP Ethernet 10Gb 2-port 560FLB Adapter
- 5.2.3.6. HP Ethernet 10Gb 2P 560M Adapter
- 5.2.3.7. HP LPe1605 16 Gb FC HBA
- 5.2.3.8. HP iLO Adv incl TS U 18 Months -Svr Lic

#### 5.2.4. Servers B

- 5.2.4.1. HPE ProLiant DL380 Gen10 24SFF
- 5.2.4.2. HPE DL380 Gen10 Intel Xeon-Silver 4116
- 5.2.4.3. HPE DL380 Gen10 Intel Xeon-Silver 4116
- 5.2.4.4. HPE 32GB 2Rx4 PC4-2666V-R Smart Kit
- 5.2.4.5. HPE 800GB SAS MU SFF SC DS SSD
- 5.2.4.6. HPE 1.8TB SAS 12G Enterprise 10K SFF (2.5in) SC 18 Months Wty 512e Digi
- 5.2.4.7. HPE DL38X Gen10 12Gb SAS Expander
- 5.2.4.8. HP Ethernet 1Gb 4-port 331T Adapter
- 5.2.4.9. HPE 96W Smart Storage Battery 145mm Cbl
- 5.2.4.10. HPE Eth 10Gb 2p 562FLR-T Adapter
- 5.2.4.11. HPE Smart Array P408i-a SR Gen10 Ctrlr
- 5.2.4.12. HPE 800W FS Plat Ht Plg LH Pwr Sply Kit
- 5.2.4.13. HPE 32GB microSD Flash Memory Card
- 5.2.4.14. HPE iLO Adv 18 Months -svr Lic Support
- 5.2.4.15. HP 2U SFF Easy Install Rail Kit
- 5.2.4.16. HPE Door\_dock Medium Delivery SVC
- 5.2.4.17. HP 18Months Foundation Care NBD Service

5.2.4.18. HPE DL38x Gen10 Support

5.3. Software Licences Maintenance/Renewals

5.3.1. The Contractor shall provide support maintenance (COTS) software as part of the TVV Equipment and Development Baseline (including minimum 18 months support maintenance/renewals) for the following items:

5.3.1.1. HPE Support renewal HPE Foundation Care NBD SVC for HPE StoreOnce 5100 (18 Months)

5.3.1.2. HPE Support renewal HPE Foundation Care NBD SVC for HP 3PAR StoreServ 8200 2N (18 Months)

5.3.1.3. HPE Support renewal HPE Foundation Care NBD SVC for HP 3PAR StoreServ 8200 2N (18 Months)

5.3.1.4. HPE Support renewal HPE Foundation Care NBD SVC for HP 3PAR StoreServ 8450 4N (18 Months)

5.3.1.5. HPE Support renewal HPE Foundation Care NBD SVC for HP 3PAR StoreServ 8450 4N (18 Months)

5.3.1.6. HPE Support renewal HPE Foundation Care NBD SVC for HPE SN6000B 16Gb 48/48 Pwr Pk+ FC Switch (18 Months).