



NATO UNCLASSIFIED

Acquisition Directorate

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NCIA/ACQ/2021/07041
05 July 2021

To: **All Prospective Bidders**

Subject: **RFQ-CO-115430-BGR**
Network Equipment for Various Sites in Bulgaria
Project Serial BGR015575

References: **AC/4-D(2019)0004 (INV)**

1. Your firm maintains a Basic Ordering Agreement with this Agency and has been identified as a potential source of supplies for the areas of interest. The technical specifications and contract performance requirements are set forth in the Prospective Contract attached hereto as Enclosure C.
2. You are invited to participate in a BOA competition for a contract covering this supply and you are therefore invited to submit an offer.
3. You are requested to provide fixed firm prices for items listed in the Schedule of Supplies and Services in the Bidding Sheets.
4. This Request for Quotation (RFQ) consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), Contract General Provisions (Part III), and the Statement of Work (Part IV). The Statement of Work set forth detailed specifications governing the performance requirements of the contract.
5. The security classification of this offer 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.
6. This RFQ does not constitute either a financial or contractual commitment at this stage. Prospective Bidders are advised that the NCI Agency reserves the right to cancel, withdraw or suspend this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs.
7. Prospective Offerors are further advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for preparation costs incurred by firms or any other collateral costs if cancellation occurs.



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

Avenue du Bourget 140
1140 Brussels, Belgium

www.ncia.nato.int

8. You are requested to complete and return the enclosed Acknowledgement of Receipt within seven (7) calendar days of receipt of this RFQ, informing the 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.
9. **THE CLOSING TIME FOR SUBMISSION OF OFFERS IS 15:00 HOURS (BRUSSELS TIME) ON 2 August 2021.**
10. The NCIA point of contact for this procurement is Mr Ole Hubner, Tel. +32 (2) 707-2407, or e-mail at ole.hubner@ncia.nato.int.

FOR THE DIRECTOR ACQUISITION

**Tiziana
Pezzi**
Tiziana Pezzi
Principal Contracting Officer

Digitally signed by
Tiziana Pezzi
Date: 2021.07.05
14:03:34 +02'00'

Enclosures:

- A. Acknowledgement of Receipt of Request for Quotation**
- B. Book I – Bidding Instructions**
- C. Book II – Prospective Contract**



NATO UNCLASSIFIED

ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

RFQ-CO-115430-BGR

Please complete and return (as .pdf scan) within 7 working days
by e-mail to: RFQCO115430BGR@ncia.nato.int

Date: _____

We hereby advise that we have received Request for Quotation RFQ-CO-115430-BGR on, together with all the enclosures.

CHECK ONE

☐

As of this date and without commitment on our part we **do intend** to submit a bid.

☐

We **do not intend** to submit a bid (please find in return the RFQ documents/or Certificate of Destruction).

☐

We are **reviewing the requirements** of the IFB and will notify you of our decision as soon as possible.

Signature

Company

BOA no.

Address

.....

.....

POC:

Tel.:

Fax:

E-mail:



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

Avenue du Bourget 140
1140 Brussels, Belgium

www.ncia.nato.int

DISTRIBUTION LIST FOR A REQUEST FOR QUOTATION
RFQ-CO-115430-BGR

Offerors (sent separately in electronic version)

NATO Delegations (Attn: Investment Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
Netherlands	1
North Macedonia	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
The United Kingdom	1
The United States of America	1

Belgian Ministry of Economic Affairs 1

Embassies in Brussels (Attn: Commercial Attaché):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
Netherlands	1
North Macedonia	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
The United Kingdom	1
The United States of America	1

Distribution for information (Blind to Potential Industrial Suppliers):



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

REQUEST FOR QUOTATION

RFQ-CO- 115430-BGR

Network Equipment for Various Sites

Authorisation/Serial No.

TA 2020:06

BGR/NCI Agency C4ISR MOA

BGR015575

PROJECT NO:

BGR015575

GENERAL INDEX**BOOK I - THE BIDDING INSTRUCTIONS**

Section I	Introduction
Section II	General Bidding Information
Section III	Bid Preparation Instructions
Section IV	Bid Evaluation
Annex A	Bidding Sheets
Annex B	Bidding Sheets - Instructions
Annex C	Certificates
Annex D	Cross Reference/Compliance Table
Annex E	Clarification Requests forms
Annex F	Standby Letter of Credit

BOOK II - THE PROSPECTIVE CONTRACT

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



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RFQ-CO- 115430-BGR

BOOK I

BIDDING INSTRUCTIONS

CONTENTS

1	INTRODUCTION	5
2	GENERAL BIDDING INFORMATION	6
2.1	DEFINITIONS	6
2.2	ELIGIBILITY	6
2.3	BID DELIVERY AND BID CLOSING	7
2.4	REQUESTS FOR EXTENSION OF BID CLOSING DATE	8
2.5	PURCHASER POINT OF CONTACT	8
2.6	REQUESTS FOR RFQ CLARIFICATIONS	8
2.7	REQUESTS FOR WAIVERS AND DEVIATIONS	9
2.8	AMENDMENT OF THE REQUEST FOR QUOTE	9
2.9	MODIFICATION AND WITHDRAWAL OF BIDS	10
2.10	BID VALIDITY	10
2.11	BID GUARANTEE	11
2.12	CANCELLATION OF REQUEST FOR QUOTES	11
2.13	ELECTRONIC TRANSMISSION OF INFORMATION AND DATA	11
2.14	SUPPLEMENTAL AGREEMENTS	11
2.15	MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS	11
3	BID PREPARATION INSTRUCTIONS	13
3.1	GENERAL	13
3.2	PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)	14
3.3	PREPARATION OF THE PRICE QUOTATION (PART 2)	15
3.4	PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)	17
3.5	PACKAGING AND MARKING OF BIDS	19
4	BID EVALUATION	20
4.1	GENERAL	20
4.2	ADMINISTRATIVE CRITERIA	20
4.3	PRICE CRITERIA	21
4.4	TECHNICAL CRITERIA	24
	ANNEX A – BIDDING SHEETS	26
	ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS	27
	ANNEX C – CERTIFICATES	30
	ANNEX D – Cross-Reference / Compliance Table	53
	ANNEX E – Clarification Request Forms	56

1 INTRODUCTION

1.1 The purpose of this Request for Quote (RFQ) is to establish a Contract for the provision of network equipment composed of Cisco routers and switches, Voice over IP phones, Racks with UPS, Printers and related Ancillaries and Software. The project details procurement, configuration, testing, delivery and handover to the Purchaser of the equipment in accordance with the Statement of Work (Book II, Part IV) along with the capability and the related responsibilities, effort and services to be provided by the Bidder.

1.2 The Bidder shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part IV) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at times and the place, stated in the prospective Contract.

1.3 This RFQ is issued and shall be conducted under the revised NATO Procedure: *"Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version"*, Ref: AC/4- D(2019)0004 (INV).

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

1.5 Award of the Contract will be made on a Firm Fixed Price Basis to the Lowest Priced, Technically Compliant Bidder.

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

1.7 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in §2.6 of the Bidding Instructions entitled "Requests for RFQ Clarifications".

1.8 The target date for Contract Award is October 2021.

2 GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.1.2 The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

2.1.3 The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quote.

2.1.4 The term “Contractor” refers to a firm of a participating country which has signed a Contract under which it will perform a service, manufacture a product, or carry out work for NATO.

2.1.5 The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):

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

2.1.6 The term “Purchaser” refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).

2.1.7 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

2.2.1 Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.

2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

2.2.4 The intellectual property rights to all design documentation and related system operating software shall reside in 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.

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

2.3 BID DELIVERY AND BID CLOSING

2.3.1 All Quotations shall be in the possession of the Purchaser at the e-mail address given below in Paragraph 2.3.2 below **before 15:00 Hours (BRUSSELS TIME) on Monday, 2nd August 2021** at which time and date Quotations shall be closed.

2.3.2 Due to the COVID-19 restrictions imposed by some governments and organisations within the NATO alliance, Offerors are requested to submit their quotation electronically to the following email address only:

Email: **RFQCO115430BGR@ncia.nato.int**

2.3.3 The Quotation shall consist of **three (3) separate subject emails**:

2.3.3.1 For the **first e-mail** the subject line shall read: **"RFQ-CO-115430-BGR – Official Bid for [company name] – Part 1 - Administrative Envelope"**. The e-mail content shall be as described in Paragraph 3.1.4 (a) below, with **no password protection** to the file and shall be not larger than 20MB total.

2.3.3.2 For the **second e-mail** the subject line shall read: **"RFQ-CO-115430-BGR – Official Bid for [company name] – Part 2 - Price Quotation"**. The e-mail content shall be as described in Paragraph 3.1.4 (b) below, with **no password protection** to the file, and shall be not larger than 20MB total.

2.3.3.3 For the **third e-mail** the subject line shall read: **"RFQ-CO-115430-BGR – Official Bid for [company name] – Part 3 – Technical Proposal"**. The e-mail content shall be as described in Paragraph 3.1.4 (c) below, with **no password protection** to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

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

2.3.5 It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified quotation closing time and date. If a quotation received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the

Purchaser will immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:

- (a) Of the content of the Quotation as originally submitted; and,
- (b) That the unreadable condition of the quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.3.6 Consideration of Late Bid. It is the responsibility of the Bidder to ensure that the bid submission is duly completed by the specified bid closing time. Considering the number and the quality of express delivery services, courier services and special services provided by the national postal systems, a late bid shall only be considered for award under the following circumstances:

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the Point of Contact specified in § 2.5 and shall arrive **not later than 7 (seven) days before the closing date of the bid**. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser. Bidders are requested to note that due to the timelines of this RFQ, the Purchaser does not encourage requests for extension of the bid closing date.

2.5 PURCHASER POINT OF CONTACT

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

NATO Communications and Information Agency
Acquisition Directorate
NATO Headquarters, Boulevard Leopold III
1110 Brussels, Belgium

Attn: Ole Hübner, Senior Contracting Officer
Cc: Estefania Nunez, Senior Contracting Assistant

Email: **RFQCO115430BGR@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 in writing using the format in Annex E. All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the POC specified in § 2.5 and shall arrive **not later than 14 calendar days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for

additional clarification as noted in §2.6.3.

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

2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.

2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.

2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quote or the Prospective Contract may only be considered as part of the clarification process set forth in §2.6. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 AMENDMENT OF THE REQUEST FOR QUOTE

2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt (Annex C-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in § 2.6 or may be an independent action on the part of the Purchaser.

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

2.8.3 In no case, however, will the closing date for receipt of bids be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

2.9.4 Except as provided in §2.10.4 (b), a Bidder may withdraw its bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10 BID VALIDITY

2.10.1 Bidders shall be bound by the term of their bids for a period of six (6) months starting from the Bid Closing Date specified in §2.3.1.

2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-3 for acceptance by the Purchaser may be determined to be non-compliant.

2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in § 2.10.1. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

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

(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

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

NCIAFinanceTreasuryBankGuarantee@ncia.nato.int

In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Administrative Envelope, Part I.

2.11.2 The Bidder shall furnish with its Bid a guarantee in an amount equal to Seventy Five Thousand Euro (€ 75,000) only for a validity period not less than the validity period of the Bid and at no cost to the Purchaser. The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional bid bond, i.e. Standby Letter of Credit issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO Communications and Information Agency and its legal successor.

2.11.3 Alternatively, a Bidder may elect to post the required Guarantee in cash (via direct bank deposit) or by certified cheque. If the latter method is selected, Bidders are informed that the Purchase will cash the cheque on the Bid Closing Date or as soon as possible thereafter.

2.11.4 "Standby Letter of Credit" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Bidder can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.

2.11.5 The format described in Annex F may be used by the issuing financial institution to create a Standby Letter of Credit:

2.11.6 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.

2.11.7 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the bid to be determined non-compliant.

2.11.8 The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:

- (a) The Bidder has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant Bid determined to

represent the best value, withdraws his Bid, or states that he does not consider his Bid valid or agree to be bound by his Bid, or

(b) The Bidder has submitted a compliant Bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid.

(c) The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time.

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

2.11.9 Bid Guarantees will be returned to Bidders as follows:

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

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

(c) To the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon contract execution by both parties;

(d) Pursuant to §2.10.4 (b).

2.12 CANCELLATION OF REQUEST FOR QUOTES

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

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

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

2.14 SUPPLEMENTAL AGREEMENTS

2.14.1 Bidders are required, in accordance with the certificate at Annex C-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO NCI AGENCY as a condition of Contract performance.

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

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

2.15 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

2.15.1 Bidders are requested to note that, in accordance with the Certificate at Annex C-11 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.

2.15.2 Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.

2.15.3 If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex C-11 in the Bid Administration Package.

2.15.4 Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

3 BID PREPARATION INSTRUCTIONS

3.1 GENERAL

3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.

3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.

3.1.3 The Bidder **shall not restate** the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.

3.1.4 **Bidders shall prepare their bid in 3 parts in the following quantities**

- | | |
|---|--|
| (a) Administrative Package
(Part 1): | Electronic: Scanned PDF copies of the certificates with digital signatures of the prescribed certifications detailed in §3.2.
<u>Not</u> Password Protected. |
| (b) Price Quotation
(Part 2): | Electronic: The Price Quotation shall contain one (1) ZIP file containing one (1) electronic copy in Microsoft Excel (readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Bidding Sheets and Schedule of Supplies and Services as detailed in § 3.3.
<u>Not</u> Password Protected. |
| (c) Technical Proposal
(Part 3): | Electronic: The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, named as described in Section §3.4.
<u>Not</u> Password Protected. |

3.1.5 No information disclosing or contributing to disclose the bid price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.1.6 Documents submitted in accordance with § 3.1.4 shall be classified no higher than "NATO UNCLASSIFIED" material.

3.1.7 Partial Bids and/or bids containing conditional statements will be declared non-compliant.

3.1.8 Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or "copy & paste".

3.1.9 The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.1.10 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

3.1.11 Bid language shall be English.

3.2 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)

3.2.1 The Bid Administrative Package shall include in accordance with § 3.1.4(a) one ZIP file submitted by email Comprised of the required documents.

3.2.2 No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.2.3 The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical, not electronic signatures - **set forth in Annex C** hereto, specifically:

- (a) C-1 Certificate of Legal Name of Bidder
- (b) C-2 Certificate of Independent Determination
- (c) C-3 Certificate of Bid Validity
- (d) C-4 Certificate of Understanding
- (e) C-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) C-6 Acknowledgement of Receipt of RFQ Amendments (if applicable)
- (g) C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and general BOA Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001: 2015 Compliance. The Bidder shall attach a copy of the company's AQAP 2110 certification or ISO 9001: 2015 compliance.
- (l) C-12 Disclosure of Involvement of Former NCI Agency Employment

3.2.4 Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors, including vendors and manufacturers whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.

3.2.5 Concerning Certificate C-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:

3.2.5.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

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

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

3.2.5.4 The Bidder should include a copy of the Technical Proposal Cross-Reference/ Compliance Table (see §3.4.4) in the Administrative package, although the table is part of the Technical Proposal.

3.3 PREPARATION OF THE PRICE QUOTATION (PART 2)

3.3.1 Bidders shall prepare their Price Proposal in accordance with § 3.1.4(b) by submitting one (1) ZIP file containing the completed electronic copy of the Bidding Sheets (in Excel and in PDF format) provided with this RFQ under Book I, Annex A and B. The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets and the Schedule of Supplies and Services as defined in these Bidding Instructions. No alteration of the form and pre-filled content of the Bidding Sheets and the Schedule of Supplies and Services is allowed, unless otherwise specified.

3.3.2 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.

3.3.3 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.

3.3.4 Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in Annex B.

3.3.5 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

- (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.

3.3.6 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

3.3.7 The Contractor shall be responsible for ensuring that its respective Sub- contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.

3.3.8 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.

3.3.9 The Bidder's attention is directed to the fact that their Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

3.3.10 When completing the Bidding Sheets, a unit price and total firm fixed price for each proposed element must be supplied on each and every CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial quotations shall be rejected. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

3.3.11 The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial and/or contingent quotations shall be rejected.

3.3.12 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise any part of the contract designated as an Option. The Purchaser

bears no liability should it decide not to exercise such options.

3.3.13 The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.

3.3.14 Price Proposals specifying delivery or performance dates in variance dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

3.3.15 The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I, Annex C-10.

3.3.16 Bidders shall separately price the cost of Warranty. Zero values or the statement that the Bid price includes the cost of warranty are not allowed.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

3.4.1 Bidders shall submit their Technical Proposal in accordance to §3.1.4(c) an electronic package with separate documents in PDF or MS Office formats as required, containing all the information addressing the technical specifications and requirements of the stated in § 3.4.3 – 3.4.8. The Technical Proposal shall have a confirmation that all requirements in the SOW, Book II Part IV are included in the proposed solution.

3.4.2 "Times New Roman" fonts in size 10 or 12 shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10 for tables and graphics.

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

3.4.4 Technical Proposal Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I. The Bidder shall complete Column 4 of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

3.4.5 Section 1: Project Implementation Plan. The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of § 4.3 of the SOW for the network equipment capability (Book II Part IV), which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:

3.4.5.1 Project Overview. The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.

3.4.5.2 The PIP shall include a preliminary Project Management Plan (PMP) in accordance with the requirements of § 4.3.8 of the SOW that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met.

3.4.5.3 The PIP shall include a Project Master Schedule (PMS) in accordance with the requirements of § 4.3.8.7 of the SOW that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.

3.4.6 Section 3: Integrated Logistic Support (ILS)

3.4.6.1 The Bidder shall describe the Integrated Logistics Support (ILS) aspects of the Quotation in accordance with § 5 of the SOW and Quality Assurance and Control in accordance with §6 of the SOW.

3.4.6.2 This description shall address, with an adequate level of details, the following: Planning and execution of Packaging, Handling, Storage and Transportation, Technical Documentation and Warranty and Support as set forth in § 5 of the SOW and in accordance with the applicable Standards and Specifications required in § 5 and 6 of the SOW.

3.4.6.3 The description shall provide sufficient evidence to confirm that the Bidder will be able to meet the timelines and the requirements in accordance with the requirements of the Schedule of Supplies and Services and the SOW.

3.4.7 Section 4: Acceptance Testing

The Bidder shall in this section demonstrate how it can meet the testing requirements and conducting all related activities for the network equipment. The testing requirements include the development of all test documentation required, the conduct of all testing and the evaluation and documentation of the tests results as specified in § 7 of the SoW.

3.4.8 Section 5: Manufacturers Data/ Documentation

The Bidder shall provide as part of the bid, manufacturers data/ documentation required under the § 5.9 of the SOW for all equipment.

3.4.9 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal.

3.5 PACKAGING AND MARKING OF BIDS

3.5.1 All copies of the Administrative Package, Price Quotation, and the Technical Proposal shall be segregated and **not password protected**. Three emails shall be sent in accordance to § 2.3.3 of Book I.

4 BID EVALUATION

4.1 GENERAL

4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ. Failure to address any of the bidding requirements in this RFQ or omission of the critical information may result in a determination of non-compliance for the entire Bid.

4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.

4.1.3 The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements.

4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.

4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.

4.1.6 The evaluation will be conducted in accordance with the Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version set forth in the NATO document AC/4-D(2019)0004 (INV).

4.1.7 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.

4.1.8 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the

Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

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

- (a) The Bid was received by the Bid Closing Date and Time,
- (b) The Bid was submitted and marked properly in accordance with § 2.3.3 & 3.
- (c) The Bid Package contains a Bid Guarantee in the proper amount (EUR 75.000,00), proper form and of the established length of time.
- (d) The Administrative Package contains all the requested signed scanned originals of the required Certificates in Annex C hereto.

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

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

4.3 PRICE CRITERIA

4.3.1 The Bidder's Price Quotation

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

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

- a. The Bidder has furnished Firm Fixed Prices for all items listed. Prices cannot be embedded/ included in other prices. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out all yellow fields, may render the bid non-compliant.
- b. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- c. Bid prices include all costs for items supplied, delivered, and supported.
- d. All prices have been accurately entered into appropriate columns, and accurately summed up.

- e. The Bidder has provided accurate unit price, and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
- f. The totals per CLIN and the bid grand total are accurate.
- g. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- h. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of §3.3.5 are met.
- i. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- j. Price quotes for each individual item(s) and totalled prices are accurate, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)), adequate and traceable.

4.3.1.3 Price Quotation does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

4.3.1.4 The Price Quotation meets requirements for price realism and balance as described in §4.3.4.

4.3.1.5 The Price Quotation does not contain any comments, which are conditional in nature, relative to the offered prices.

4.3.2 Basis of Price Comparison and Award(s)

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

4.3.2.2 The price comparison will be based on the offered Grand Total Firm Fixed Price, which includes all CLINs in the Bidding Sheets. The price for each CLIN will be based on the notional quantity loading multiplied by the unit prices provided by the Bidder.

4.3.3 Inconsistencies and discrepancies in bid price quotation

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

4.3.3.1.1 PDF copy of the completed Bidding Sheets:

- (a) Schedule of Supplies and Services total to be evaluated Bid Price as indicated by the Bidder;
- (b) Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).

4.3.3.1.2 Microsoft Excel copy of the completed Bidding Sheets:

- (a) Schedule of Supplies and Services Total to be Evaluated Bid Price as indicated by the Bidder;
- (b) Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).

4.3.4 Price Realism

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

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

- 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.

4.3.4.3 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:

- 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:
 - i. remain in the competition and accept the Contract at the offered price, or
 - ii. 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.

4.3.4.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 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.

4.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in §4.3.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to §4.3.4.3(c), the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6 If the Bidder presents a convincing rationale pursuant to §4.3.4.3(b), no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4 TECHNICAL CRITERIA

4.4.1 Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the criteria associated with the respective sections of the Technical Proposal.

4.4.2 Technical Proposal

4.4.2.1 The Bidder shall have provided a Technical Proposal which includes all of information required in §3.4.3 - §3.4.8.

4.4.3 Table of Contents

4.4.3.1 The Bidder shall have provided a Table of Contents as required by §3.4.3.

4.4.4 Technical Proposal Cross Reference Matrix Table

4.4.4.1 The Bidder has included a completed Technical Proposal Cross Reference Matrix Table as required by § 3.4.4 and Book I Annex D Cross Reference/ Compliance Table.

4.4.5 Section 1: Project Implementation Plan

4.4.5.1 The Bidder has submitted a preliminary Project Implementation Plan (PIP) in

accordance with the requirements of § 4.3 of the SOW for the network equipment capability (Book II Part IV), which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:

4.4.5.2 Project Overview. The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.

4.4.5.3 The PIP shall include a preliminary Project Management Plan (PMP) in accordance with the requirements of § 4.3.8 of the SOW that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met.

4.4.5.4 The PIP shall include a Project Master Schedule (PMS) in accordance with the requirements of § 4.3.8.7 of the SOW that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.

4.4.6 Section 2: Integrated Logistics Support (ILS)

4.4.6.1 The Bidder shall describe the Integrated Logistics Support (ILS) aspects of the Quotation in accordance with the requirements of § 5 of the SOW and Quality Assurance and Control in accordance with the requirements of §6 of the SOW.

4.4.6.2 This description shall address, with an adequate level of details, the following: Planning and execution of Packaging, Handling, Storage and Transportation, Technical Documentation and Warranty and Support as set forth in § 5 of the SOW and in accordance with the applicable Standards and Specifications required in § 5 and 6 of the SOW.

4.4.6.3 The description shall provide sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SOW.

4.4.7 Section 3: Acceptance Testing

4.4.7.1

The Bidder shall have demonstrated how it can meet the testing requirements and conducting all related activities for the network equipment. The testing requirements include the development of all test documentation required, the conduct of all testing and the evaluation and documentation of the tests results as specified in § 7 of the SoW.

4.4.8 Section 4: Manufacturers Data/ Documentation

4.4.8.1 The Bidder shall have provided as part of the bid, manufacturers data/ documentation required under the § 5.9 of the SOW for all equipment.

ANNEX A – BIDDING SHEETS

(Please see separate MS Excel file attachment titled:
“RFQ-CO-115430-BGR - Book I - Annex A - Bidding Sheets”)

ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

1. INTRODUCTION

Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.

No alteration of the bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns maybe added if multiple currencies are bid, including extra provisions for all totals.

2. GENERAL REQUIREMENTS

Bidders shall follow the specific instructions provided in each worksheet.

Bidders shall insert information in all yellow cells.

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.

In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO sites and Contractor facilities located within Europe and 8 hours/day at NATO sites and Contractor facilities located in the United States.

Should the bid be in other than Euro currency, the award of the contract will be made in the currency or currencies of the bid.

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.

If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the bidders of the update.

Any discounted or reduced prices offered by the bidder must be traceable to a CLIN or CLINs at the lowest level. Prices and detail of the traceability of application of the discount shall be clearly identified in the supporting detail sheets and applied at the unit price level.

3. STRUCTURE OF BIDDING SHEETS.

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure:

- 3.1 Instructions
- 3.2 Section 1. Offer Summary
- 3.3 Section 2. CLIN Summary sheets
- 3.4 Section 3. Detailed Bidding sheets

4. COMPLETING SECTION 1 (Offer Summary Sheet)

Section 1 of the bidding sheets is the Offer Summary sheet that is intended to summarize all the CLINs & CLIN Summary sheets.

5. COMPLETING SECTION 2 (CLIN Summary Sheet)

Section 2 corresponds to the Schedule of Supplies and Services of the Prospective Contract. Each Work Package (WP) included in the contract is represented by a detailed schedule showing the Contract Line Items (CLINs) included within the scope of the Work Package (Detailed bidding sheet tabs) and a detailed cost breakdown attached to each WP schedule.

5.1 Filling the CLIN Summary Sheet

Bidders shall fill in the CLIN summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown sheets). The detailed bidding sheets are broken down in to the categories listed in Section 5. Bidders are expected to aggregate the prices in the detailed bidding sheets that make up the line items in the CLIN summary sheet. The line items in the CLIN Summary Sheet shall be all INCLUSIVE of the price being bid in order to fulfil the requirement for the line item in the CLIN Summary Sheet. Bidders shall make sure that the total price indicated in the Detailed Bidding Sheets matches the price stated in the CLIN summary sheet for the same corresponding CLIN or sub-CLIN. The Offer Summary is linked to the CLIN Summary Sheet to provide a high level summary.

6. COMPLETING SECTION 3 (Detailed Bidding Sheets)

Bidders are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation. For each of the CLINs the Bidder shall use the separate Sheets as provided, adding additional sheets if multiple currencies are used. Change the currency in the header of the Sheets if necessary.

6.1. MATERIAL

A. Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.

1. Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. Show total cost.

2. Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.

3. The bidder shall provide a level of detail down the unique sellable item level (e.g. A server, a laptop, a printer)

4. The bidder shall provide unit prices that shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the MATERIAL LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of material.

6.2. DIRECT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed.

Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the DIRECT LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of direct labour.

6.3 SUBCONTRACT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed. Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the SUBCONTRACT LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of subcontract labour.

6.4 TRAVEL

Show the number of trips being made, the number of people travelling, the number of days per trip, the cost of traveling (e.g. flight costs), and the daily per diem rate.

Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.

6.5 OTHER DIRECT COSTS (ODC)

a) Special Tooling/Equipment. Identify and support specific equipment and unit prices. Use a separate schedule if necessary.

b) Individual Consultant Services. Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.

c) Other Costs. List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment, ex-pat costs etc.) and provide bases for pricing.

7. GRAND TOTAL

This is the Bidders final Firm Fixed Price total for the identified CLIN or sub-CLIN and should match the price entered in the corresponding Offer Summary Sheet in Section 1 of the bidding sheets.

ANNEX C – CERTIFICATES

ANNEX C-1

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX C-2**CERTIFICATE OF INDEPENDENT DETERMINATION**

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-3

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.

<p>..... Date</p>	<p>..... Signature of Authorised Representative</p> <p>..... Printed Name and Title</p> <p>..... Company</p>
-----------------------	--

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5**CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES**

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6**ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS**

I confirm that the following Amendments to Request for Quotation **RFQ-CO-115430-BGR** 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 and Title.....
Company

ANNEX C-7**DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION
OF SUPPLEMENTAL AGREEMENTS**

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

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see(*complete, if any*).
These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see (*complete, if any*).
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the RFQ.
- 6 We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-8**CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED
EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY
RIGHTS**

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

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

.....
Date.....
Signature of Authorised Representative.....
Printed Name and Title.....
Company

ANNEX C-9**COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL
PROVISIONS AND GENERAL PROVISIONS**

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

.....
Date.....
Signature of Authorised Representative.....
Printed Name and Title.....
Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

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

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

.....
.....
.....
.....

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

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

A copy of the certification is attached herewith.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12**Disclosure of Involvement of Former NCI Agency Employment**

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

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

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

- ☐ Have not held employment with NCI Agency within the last two years.
- ☐ Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017):

Employee Name	Former NCIA 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 :

Name & Title :

Company :

Bid Reference :

Article 14 PROCUREMENT AND CONTRACTORS

14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.

14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.

14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.

14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.

14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.

14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.

14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.

14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI

Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.

15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.

15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.

16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that

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

16.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.

16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.

16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.

16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.

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

ANNEX D – CROSS-REFERENCE / COMPLIANCE TABLE

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

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.4.3 Table of Contents	-	Bidders shall compile a detailed Table of Contents which lists not only section headings, but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.	<i>Bidder to complete</i>
3.4.5 Section 1 Project Implementation Plan	Book II, Part IV SoW 4.3	The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 4.3 of the SoW which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the specified requirements of Section 2.	<i>Bidder to complete</i>
3.4.5.1 Project Overview	Book II, Part IV SOW 4.3.7.1	The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.	<i>Bidder to complete</i>
3.4.5.2 Project Management Plan	Book II, Part IV SOW 4.3.8	The PIP shall include a preliminary Project Management Plan (PMP) that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met.	<i>Bidder to complete</i>

3.4.5.3 Project Master Schedule	Book II, Part IV SOW 4.3.8.7	The PIP shall include a Project Master Schedule (PMS) that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.	<i>Bidder to complete</i>
3.4.6 Integrated Logistic Support (ILS)	Book II, Part IV SOW 5- 6	The Bidder shall describe the Integrated Logistics Support (ILS) aspects of the Quotation (§5 of the SOW) and Quality Assurance and Control (§6 of the SOW). This description shall address, with an adequate level of details, the following: Planning and execution of Packaging, Handling, Storage and Transportation (PHST), Technical Documentation and Warranty and Support as set forth in § 5 of the SOW and in accordance with the applicable Standards and Specifications required in § 5 and 6 of the SOW. The description shall provide sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SOW.	<i>Bidder to complete</i>
3.4.7 Acceptance Testing	Book II, Part IV SoW, Section 7	The Bidder shall in this section demonstrate how it can meet the testing requirements and conducting all related activities network equipment. This would include the development of all test documentation required, the conduct of all testing and the evaluation and documentation of the tests results as specified in § 7 of the SoW.	<i>Bidder to complete</i>
3.4.8 Section 5 Manufacturers Data/ Documentation	Book II, Part IV SoW 5.9	The Bidder shall provide as part of the bid, manufacturers data/ documentation required under the § 5.9 of the SoW for all equipment, demonstrating compliance with the requirements.	<i>Bidder to complete</i>

ANNEX E – Clarification Request Forms

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

ANNEX F – Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

Beneficiary: NATO Communications and Information Agency
(NCI Agency) or its legal successor,
Financial Management Unit
Boulevard Leopold III, B-1110, Brussels
Belgium

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 37,000.00 (Thirty Seven Thousand Euro). We are advised this Guarantee fulfils a requirement under Request for Quote RFQ-CO-115430-BGR dated_____.

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

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

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

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

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

3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on_____. All demands for payment must be made prior to the expiry date.

4. It is a condition of this letter of credit that the expiry date will be automatically

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

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

6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states

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

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

7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

8. Multiple partial drawings are allowed to the maximum value of this letter of credit.

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

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation of documents to us on or before the expiration date of this letter of credit.
12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.



RFQ- CO-115430-BGR

**Provision of Network Equipment for Various
Sites**

BOOK II

THE PROSPECTIVE CONTRACT



RFQ-CO-115430-BGR

GENERAL INDEX

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



NCI AGENCY SIGNATURE SHEET	
1. Original Number __ of __	2. Purchase Order No.:
3. Contract Number: CO-115430-BGR	4. Effective date: <i>see block 17</i>
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NCI Agency HQ Boulevard Leopold III B-1110 Bruxelles Tel: +32(0)2 707 8591 Fax: +32(0)2 707 8770
7. CONTRACT SCOPE: This is a firm fixed price Contract to procure network equipment composed of Cisco routers and switches, Voice over IP phones, Racks with UPS, Printers and relates Ancillaries and Software for various sites in Bulgaria. The Contractor shall deliver the items specified in the Schedule of Supplies and Services in the manner and at the time and location specified in the terms of this Contract.	
8. TOTAL AMOUNT OF CONTRACT: Firm Fixed Price: [Currency] _____ Delivered Duty Paid (DDP) (Incoterms 2010)	
9. DELIVERY: See Part I – Schedule of Supplies and Services,	10. SHIP TO / MARK FOR: See Part I – Schedule of Supplies and Services Terms of Delivery: DDP to final destination; Purchaser is exempt from VAT and Customs Duties.
11. CONTRACT The Contractor agrees to furnish all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration states herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the Contractor's Basic Ordering Agreement No. [...] currently in effect with the Purchaser, and Special Contract Conditions attached to this Purchase Order.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signatory	15. Name and Title of Signatory
16. Date signed by the Contractor	17. Date signed by the Purchaser



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

RFQ-CO-115430-BGR

BOOK II

PART I

SCHEDULE OF SUPPLIES AND SERVICES

CLIN	DESCRIPTION	SOW REFERENCE	Delivery Form	Unit of Measure	QTY	CURRENCY	UNIT PRICE	TOTAL PRICE	DELIVERY / FINISH DATE - WEEKS AFTER EDC	DELIVERY SITE	COMMENTS
1	Project Activities and Project Management										
1.1	Initial Project Implementation Plan (PIP)	4.3	Electronic	Report	1	EUR			EDC + 1 Weeks	NCIA Mons	
1.2	Final Project Implementation Plan (PIP)	4.3	Electronic	Report	1	EUR			EDC + 3 Weeks	NCIA Mons	
1.3	Project Highlight Reports/Project Progress Reports	4.4	Electronic	Report	1	EUR			once per month	NCIA Mons	
1.4	Project Progress Meetings	4.4	Electronic	Event	1	EUR			1 meeting (via SKYPE)	NCIA Mons	
1.5	Project Progress Meeting Minutes	4.4	Electronic	Report	1	EUR			1 week after a meeting	NCIA Mons	
	Total CLIN 1										
2	Equipment Delivery										
2.1.	CISCO ISR4431-AX/K9 TEMPEST Level C compliant router Router with configuration as specified in the SOW reference	8.2	hardware	Set	24	EUR		0.00	EDC + 20 wks	1784 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.2.	CISCO ISR4331-VSEC/K9 Tempest Level C compliant router with configuration as specified in the SOW reference	8.3	hardware	Set	2	EUR		0.00	EDC + 20 wks	1785 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.3.	CISCO C1111X-8P TEMPEST level B compliant router with configuration as specified in the SOW reference	8.4	hardware	Set	1	EUR		0.00	EDC + 20 wks	1786 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.4.	CISCO C1111X-8P TEMPEST level C compliant router with configuration as specified in the SOW reference	8.4	hardware	Set	9	EUR		0.00	EDC + 20 wks	1787 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.5.	CISCO C9300-24-S-A TEMPEST level C compliant switch with configuration as specified in the SOW reference	8.5	hardware	Set	7	EUR		0.00	EDC + 20 wks	1788 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.6.	CISCO C9300-24-S-A TEMPEST level C compliant switch with configuration as specified in the SOW reference	8.6	hardware	Set	1	EUR		0.00	EDC + 20 wks	1789 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.7.	CISCO C9300-24-S-A TEMPEST level C compliant switch with configuration as specified in the SOW reference	8.7	hardware	Set	1	EUR		0.00	EDC + 20 wks	1789 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.8.	CISCO C9300-24-S-A TEMPEST level C compliant switch with configuration as specified in the SOW reference	8.8	hardware	Set	1	EUR		0.00	EDC + 20 wks	1790 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.9.	CISCO C9300-24-S-A TEMPEST level C compliant switch with configuration as specified in the SOW reference	8.9	hardware	Set	1	EUR		0.00	EDC + 20 wks	1791 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.10.	CISCO C9300-48-S-A Tempest Level C compliant LAN Switch as specified in the SOW reference	8.10	hardware	Set	1	EUR		0.00	EDC + 20 wks	1792 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence	

2.11.	CISCO C9300-48-S-A Tempest Level C compliant LAN Switch as specified in the SOW reference (NU)	8.11	hardware	Set	1	EUR		0.00	EDC + 20 wks	1793 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.12.	CISCO 8841 VoIP TEMPEST Level A compliant phone as specified in the SOW reference	8.12	hardware	Set	22	EUR		0.00	EDC + 20 wks	1794 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.13.	CISCO 8841 VoIP TEMPEST Level C compliant phone as specified in the SOW reference	8.12	hardware	Set	3	EUR		0.00	EDC + 20 wks	1795 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.14.	19" rack TEMPEST Level A compliant 24 U as specified in the SOW reference	8.13	hardware	Set	5	EUR		0.00	EDC + 20 wks	1796 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.15.	19" rack 42 U as specified in the SOW reference	8.14	hardware	Set	5	EUR		0.00	EDC + 20 wks	1797 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.16.	HP Laser Jet M577 TEMPEST Level A compliant printer or equivalent	8.15	hardware	Set	5	EUR		0.00	EDC + 20 wks	1798 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.17.	HP Laser Jet M577 TEMPEST Level B compliant printer or equivalent	8.15	hardware	Set	1	EUR		0.00	EDC + 20 wks	1799 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.18.	HP Laser Jet M577 TEMPEST Level C compliant printer or equivalent	8.15	hardware	Set	4	EUR		0.00	EDC + 20 wks	1800 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.19.	FVT-2001 10/100BASE-TX TO 100BASE-FX MMF SC TEMPEST Level B Compliant CONVERTER (Level One)	8.16	hardware	Set	1	EUR		0.00	EDC + 20 wks	1801 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.20.	FVT-2001 10/100BASE-TX TO 100BASE-FX MMF SC TEMPEST Level C Compliant CONVERTER (Level One)	8.16	hardware	Set	11	EUR		0.00	EDC + 20 wks	1801 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.21.	GVT-2000 10/100/1000BASE-T to 1000BASE-X SFP TEMPEST Level B Compliant Converter (Level one) with CISCO 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM (GLC-SX-MMD=)	8.17	hardware	Set	1	EUR		0.00	EDC + 20 wks	1801 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
2.22.	GVT-2000 10/100/1000BASE-T to 1000BASE-X SFP TEMPEST Level C Compliant Converter (Level one) with CISCO 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM (GLC-SX-MMD=)	8.17	hardware	Set	7	EUR		0.00	EDC + 20 wks	1801 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
Total CLIN 2								-			

3	Test and Acceptance plan										
3.1	Acceptance Test Procedure (Document)	7.1.8		EA	1	EUR		0.00	At least 2 weeks before the first Acceptance Test	NCIA Mons	
3.2	Acceptance Tests	7.2		LOT	1	EUR		0.00	Set of tests per batch of equipment. To be performed in no more than three batches. The first Acceptance Testing shall be done at least three weeks in advance of the first shipment.	Contractor's Facility	
3.3	Acceptance Test Reports	7.2.5		LOT	1	EUR		0.00	1 Week after completion of each tests	NCIA Mons	
3.4	TEMPEST Tests	7.3		LOT	1	EUR		0.00	To be performed by a NATO authorized TEMPEST vendor.	NATO Approved TEMPEST laboratory	
Total CLIN 3								-			
4	ILS (Integrated Logistic Support)										
4.1	System Inventory and Software Distribution List Packing List(s), Notice of Shipment(s)	5.4, 5.6, 5.7		LOT	1	EUR		0.00	EDC + 18 weeks	NCIA Mons	
4.2	Product Documentation (incl. COTS documentation, Certificate of Conformity, COTS Warranty statement (1 years for hardware, 1 year for software), and License Agreement)	5.8; 5.9; 6; 9.3		LOT	1	EUR		0.00	See SOW	NCIA Mons	
4.3	Shipping and Transportation	5.3		LOT	1	EUR		0.00	See SOW	1801 Sofia 113A Tsarigradsko shose Blvd Ministry of Defence Unit 46390	
4.4	Warranty	5.8		LOT	1	EUR		0.00	12 months for the hardware and software starting after Purchaser Acceptance	Varius Sites in BGR	
Total CLIN 4								-			
Grand Total Firm Fixed Price (CLINs 1-4) Base Contract								-			



RFQ-CO-115430-BGR

Provision of Network Equipment

BOOK II

PART II

CONTRACT SPECIAL PROVISIONS

CONTRACT SPECIAL PROVISIONS
INDEX OF CLAUSES

ARTICLE 1	SCOPE	3
ARTICLE 2	ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA GENERAL AND SPECIAL PROVISIONS	3
ARTICLE 3	ORDER OF PRECEDENCE	4
ARTICLE 4	DEFINITIONS.....	4
ARTICLE 5	DURATION OF CONTRACT.....	5
ARTICLE 6	PRICE BASIS	5
ARTICLE 7	ADDITIONAL CONTRACT OPTIONS.....	5
ARTICLE 8	PARTICIPATING COUNTRIES	6
ARTICLE 9	COMPREHENSION OF CONTRACT AND SPECIFICATIONS	6
ARTICLE 10	PLACE AND TERMS OF DELIVERY.....	7
ARTICLE 11	INSPECTION AND ACCEPTANCE.....	7
ARTICLE 12	REVIEW AND ACCEPTANCE OF DELIVERABLES.....	8
ARTICLE 13	TITLE AND RISK OF LOSS.....	8
ARTICLE 14	INVOICES AND PAYMENT	8
ARTICLE 15	SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS.....	9
ARTICLE 16	WARRANTY.....	10
ARTICLE 17	CONTRACT ADMINISTRATION.....	11
ARTICLE 18	SUB-CONTRACTORS.....	13
ARTICLE 19	CONTRACTOR COTS RESPONSIBILITY	13
ARTICLE 20	LIQUIDATED DAMAGES.....	13
ARTICLE 21	SECURITY	14
ARTICLE 22	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE.....	14
ARTICLE 23	INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES.....	15
ARTICLE 24	INDEMNITY.....	15
ARTICLE 25	INDEPENDENT CONTRACTOR.....	16
ARTICLE 26	APPLICABLE REGULATIONS.....	16
ARTICLE 27	AUDITING AND ACCOUNTING.....	16
ARTICLE 28	PERFORMANCE GUARANTEE	16
ARTICLE 29	TRANSPORTATION OF EQUIPMENT	17
ARTICLE 30	ASSIGNMENT	18

ARTICLE 1 SCOPE

- 1.1 The NATO Communication and Information Agency (NCI Agency) has been authorized to act as Procurement Agent on behalf of the Host Nation (HN) Bulgaria (BGR) and is vested with the acquisition authority.
- 1.2 The scope of this Contract is for the provision of network equipment composed of Cisco routers and switches, Voice over IP phones, Racks with UPS, Printers and relates Ancillaries and Software. The project details procurement, configuration, testing, delivery and handover to the Purchaser of the equipment in accordance with the Statement of Work (Part IV) and SSS along with the capability and the related responsibilities, effort and services to be provided by the Contractor. The Republic of Bulgaria is the Host Nation for this project and has the overall financial authority. The NCI Agency has been authorized to act as a Procurement Agent on behalf of the Host Nation and is vested with the acquisition authority.
- 1.3 The Republic of Bulgaria is the Host Nation for this project and has the overall financial authority. The NCI Agency has been authorised to act as Procurement Agent on behalf of the Host Nation and is vested with the acquisition authority.
- 1.4 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

ARTICLE 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA GENERAL AND SPECIAL PROVISIONS

Clause 2 – “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 4 – “DEFINITIONS”.

Clause 7 – “Warranty” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 16 – “WARRANTY”.

Clause 8 – “Payments” of BOA No. [...] Special Provisions is replaced by ARTICLE 14 – “INVOICES AND PAYMENT”.

Clause 5 – “Title and Risk of Loss” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 13 – “TITLE AND RISK OF LOSS”.

Clause 27 – “Security” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 21 – “SECURITY”.

Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by ARTICLE 22 – “RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE”.

ARTICLE 3 ORDER OF PRECEDENCE

- 3.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Signature sheet
 - b. Part I - The Schedule of Supplies and Services
 - c. Part II - The Contract Special Provisions
 - d. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11 on the signature sheet
 - e. Part IV – The Statement of Work (SOW)

ARTICLE 4 DEFINITIONS

- 4.1 Clause 2 “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by the following:
- 4.2 “Article” shall mean “A provision of the Special Provisions of this Contract”.
- 4.3 “Contract” shall mean “The agreement concluded between the Purchaser and Contractor, duly signed by both parties. The Contract includes the documents referred to in Article 3 above of these Contract Special Provisions”.
- 4.4 “Contracting Authority” shall mean “The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorized representatives of the Chief of Contracts of the NCI Agency”.
- 4.5 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.
- 4.6 “NCI Agency (NCIA)” shall mean “The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorized to enter into contracts on behalf of the NCI Organization”.
- 4.7 “NCI Organization (NCIO)” shall mean “The NATO Communications and Information Organization. The NCI Organization constitutes an integral part of the North Atlantic Treaty Organization (NATO). The NCI Organization is a legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts”.
- 4.8 “Effective Date of Contract (EDC)” shall mean “The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties”.
- 4.9 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.
- 4.10 “Purchaser” shall mean “The NCI Organization, as represented by the General Manager, NCIA Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties”

ARTICLE 5 DURATION OF CONTRACT

- 5.1 It is the Purchaser's intention that the present Contract covers the totality of the requirements as covered by the Schedule of Supplies and Services with the exception of the Options (if any), unless those options are formally exercised and funded in accordance with the prescriptions of ARTICLE 7 "Additional Contract Tasks and Options".
- 5.2 The work under the Contract shall commence on effective date of Contract shown on the signature page and be completed in accordance with the Schedule of Supplies and Services.

ARTICLE 6 PRICE BASIS

- 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 ADDITIONAL CONTRACT OPTIONS

- 7.1 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I – Schedule of Supplies and Services.
- 7.2 If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.
- 7.3 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.

- 7.4 The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period up until end of Warranty. Such an order may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument.

ARTICLE 8 PARTICIPATING COUNTRIES

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

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

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

ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 9.1 The Contractor warrants that it 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.
- 9.2 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.
- 9.3 The Contractor hereby acknowledges that it 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.
- 9.4 Notwithstanding the “Changes” Clause of the BOA General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 10 PLACE AND TERMS OF DELIVERY

- 10.1 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 (SSS).

ARTICLE 11 INSPECTION AND ACCEPTANCE

- 11.1 Clause 7 “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is hereby supplemented with this Article:
- 11.2 The supplies and services to be provided by the Contractor’s personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the supplies and services provided will be made by the Purchaser or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.
- 11.3 The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 11.4 Under the terms of this Contract, Purchaser Acceptance shall be granted in writing from the Purchaser within 14 days after delivery of documentation and equipment is complete. The Date of the Purchaser Acceptance shall be specified in a formal Acceptance document.
- 11.5 In signing the formal Acceptance document the Purchaser Certifies that the goods or services concerned are in accordance with the terms of the Contract.
- 11.6 Review and Acceptance of documentation is specified in below Article 12 of the Contract Special Provisions

ARTICLE 12 REVIEW AND ACCEPTANCE OF DELIVERABLES

- 12.1 Clause 7 “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is hereby supplemented with this Article.
- 12.2 Unless otherwise specified:
- 12.3 Upon delivery of the Draft Deliverable items, the Purchaser will review the items in accordance to the specified timeframes in the Statement of Work.
- 12.4 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor at no increase in Contract price, to correct or replace non-conforming work, and in accordance with a reasonable delivery schedule as may be agreed by the Purchaser and the Contractor following the receipt of the Purchaser's notice of defects or non-conformance.

ARTICLE 13 TITLE AND RISK OF LOSS

- 13.1 Clause 5 “Title and Risk of Loss” of BOA No. [...] General Provision is supplemented by the following:
- 13.2 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon written Acceptance by the Purchaser.

ARTICLE 14 INVOICES AND PAYMENT

- 14.1 This Article replaces Clause 8 – “Payments” of BOA No. [...] Special Provisions.
- 14.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.
- 14.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 14.4 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
 - a) Contract number CO-115259-DCEP
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO [...],
 - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).
- 14.5 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:
 - a) 5% of Total Contract Value upon Purchaser acceptance of the Final Project Implementation Plan;
 - b) 90% of the Total Contract Value after full delivery and written Purchaser Acceptance of Materials and Documentation. In the event of deliveries in

batches no partial invoicing shall be permitted until delivery and Purchaser Acceptance are complete.

c) 5% of Total Contract Value at the end of the warranty period.

- 14.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 "Taxes and Duties" of the BOA No. [...] General Provisions.
- 14.7 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 14.8 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 14.9 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 14.10 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 14.11 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."
- 14.12 The certificate shall be signed by a duly authorised company official on the designated original.
- 14.13 Invoices referencing "**CO-115430-BGR – Provision of Network Equipment / PO [...]**" shall be submitted to:
accountspayable@ncia.nato.int
- 14.14 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 15 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 15.1 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 19 "Termination for Default" of BOA No. [...] General Provisions.
- 15.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions

of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

ARTICLE 16 WARRANTY

- 16.1 Clause 7 "Warranty" of BOA No. [...] Special Provisions is supplemented with the following:
- 16.2 The Contractor shall warrant that all equipment, documents, databases, technical publications, system design, production and implementation provided under this Contract and all installation work performed under this Contract conform to the requirements and is free of any defect in material, code or workmanship. Warranty shall start after Purchaser confirmed written Acceptance of materials and shall be the standard warranty with a minimum duration of one (1) calendar year for all hardware and software to be provided as part of this Contract.
- 16.3 Until Purchaser Acceptance, all hardware and software to be provided under this Contract shall be under the Contractor's responsibility.
- 16.4 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items of hardware and software, that:
- all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
 - the system will, under normal conditions, perform without errors which make it unusable; and
 - the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 16.5 The Purchaser will inform the Contractor in writing of any defect after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by engaging with the Purchaser's personnel to identify the cause of the defect and to agree a resolution approach.

The resolution of defects remains the Contractor's responsibility within the warranty. The Contractor shall resolve all defects within 15 calendar days of their first being reported for those items that need not be returned to the Contractor's facility for service or repair. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser as described in the SOW (5.8).

- 16.6 For any equipment or part of that during the warranty phase is unserviceable for a period of time longer than 15 days, the warranty for the entire equipment will be extended at no cost for the Purchaser for the same amount of time. The warranty extension will cover all delivered items in case of design defect or lot manufacturing defect; the Contractor shall demonstrate that any defect has been solved before the equipment is sent back to the Purchaser or declared as ready for operation.
- 16.7 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this Article. Transportation and handling charges for items returned under warranty claim to the Contractor will be in accordance to INCOTERMS® 2020 Rules DDP.
- 16.8 The Contractor shall, at its option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract.
- 16.9 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at its discretion, and having given the Contractor due notice, to:
- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
 - b. equitably reduce the Contract price; and/or
 - c. terminate for default that portion of the Contract relating to the defective work.
- 16.10 Notwithstanding the provision of above paragraph 16.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 16.11 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Clause 17 "Disputes and arbitration" of BOA No. [...] General Provisions.

ARTICLE 17 CONTRACT ADMINISTRATION

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

undertakes to advise the Contractor in writing whenever this right is to be exercised.

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 All notices and communications shall be effective on receipt.
- 17.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]
For contractual matters: Attn: Mr Ole Hubner Title: Principal Contracts Officer Tel: +32 2 707 8472 Fax: +32 2 707 8770 E-mail ole.hubner@ncia.nato.int cc Ms. Estefania Nunez Title: Senior Contracting Assistant Tel: +32 2 707 8614 Fax: +32 2 707 8770 E-mail: estefania.nunez@ncia.nato.int	For contractual matters: [...] Attn: Title: Tel: Fax: E-mail:
For technical/project management matters: Attn: Wlodzimierz DAMAZIAK Title: Project Manager Tel: +32 6 544 1309 E-mail: wlodzimierz.damaziak@ncia.nato.int	For technical/project management matters: Attn: Title: Tel: Fax: E-mail:

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

ARTICLE 18 SUB-CONTRACTORS

- 18.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which it deems necessary to meet the requirements of this Contract in full.
- 18.2 The Contractor shall not place sub-contracts outside the Participating Countries unless the prior authorization of the Purchaser has been obtained. Such authorization will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 19 CONTRACTOR COTS RESPONSIBILITY

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

ARTICLE 20 LIQUIDATED DAMAGES

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of

- 20.1.a and 20.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each batch delivery in the Article 14 "Invoices and Payments" of the Contract Special Provisions.
- 20.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 "Termination for Default" of BOA No. [...] 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.
- 20.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause "Termination for Default" of the 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 its judgment the findings of fact justify an extension.
- 20.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 13. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 20.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - By proceeding against any surety or deducting from the Performance Guarantee if any.
 - By reclaiming such damages through appropriate legal remedies.

ARTICLE 21 SECURITY

- 21.1 This Article supplements Clause 27 "Security" of BOA No. [...] General Provisions.
- 21.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 21.3 The security classification of this Contract is "NATO UNCLASSIFIED".

ARTICLE 22 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- 22.1 Clause 31 – "Rights in Technical Data" of BOA No. [...] General Provisions is replaced by the following:
- 22.2 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any

technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

ARTICLE 23 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES

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

ARTICLE 24 INDEMNITY

- 24.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 22 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 24.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 24.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 24.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be

investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

ARTICLE 25 INDEPENDENT CONTRACTOR

- 25.1 The Personnel provided by the Contractor in response to this Contract are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

ARTICLE 26 APPLICABLE REGULATIONS

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

ARTICLE 27 AUDITING AND ACCOUNTING

- 27.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 27.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 14 "Invoices and Payment" of the Contract Special Provisions.
- 27.3 In the event of this Contract being terminated in accordance with Clause 20 "Termination for Convenience of the Purchaser" of BOA No. [...] General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

ARTICLE 28 PERFORMANCE GUARANTEE

- 28.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within ten (10) calendar days from the Effective Date of Contract, a bank guarantee to the value of ten per cent (10%) of the total Contract Price.
- 28.2 Such guarantee, the validity of which shall not elapse before the expiration of the warranty period as specified in Article 16.2, shall be made payable to the Purchaser and may be delivered in the form of:

- a) A certified cheque;
 - b) An irrevocable letter of credit; or
 - c) A bank guarantee such as a performance bond or promissory note.
- 28.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 28.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.
- 28.5 The irrevocable letter of credit, performance bond or promissory note shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium unless otherwise authorized by the Purchaser.
- 28.6 The Contractor shall request in writing relief from the performance guarantee upon expiration of the warranty period specified at Article 16.2 or such other period as may be specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.
- 28.7 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than ten per cent (10%) of the Contract Price (including all amendments), and for depositing such guarantee with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.
- 28.8 The failure of the Contractor to deposit such performance guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Article 19 "Termination for Default" of BOA No. [...] General Provisions.
- 28.9 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 28.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article 19 "Termination for Default" of BOA No. [...] General Provisions.

ARTICLE 29 TRANSPORTATION OF EQUIPMENT

- 29.1 All supplies covered under this Contract shall be transported to Delivery Site at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.
- 29.2 Items shipped under Warranty for repair or otherwise from the Host Nation to the Contractor shall be the responsibility of the Contractor.

- 29.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered at final destination.

ARTICLE 30 ASSIGNMENT

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



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

RFQ-CO-115430-BGR

BOOK II

PART III

BOA GENERAL PROVISIONS

***PLEASE VIEW YOUR FIRMS BOA AGREEMENT WITH
NCIA FOR THE BOA GENERAL PROVISIONS**

CO-115430-BGR

PART IV STATEMENT OF WORK (SOW)



NATO Communications and Information Agency

Network Equipment for Various Sites

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TABLE OF CONTENTS

Table of Contents	1
Section 1 INTRODUCTION.....	3
1.1 Background information	3
Section 2 APPLICABLE DOCUMENTS	4
2.1 Reference Documents	4
Section 3 SCOPE OF WORK.....	5
3.1 The Scope of Work is addressed through these main requirements	5
3.2 Project Management overview	5
3.3 Equipment Delivery overview	5
3.4 Testing and Acceptance overview	6
3.5 ILS overview	6
3.6 Implementation Process	7
Section 4 PROJECT MANAGEMENT	8
4.1 The Purchaser's Project Management Team (PMT)	8
4.2 Contractor's Organisation and Personnel	8
4.3 Project Implementation Plan (PIP)	9
4.4 Project Progress Meetings	14
Section 5 INTEGRATED LOGISTICS SUPPORT	16
5.1 References	16
5.2 Introduction	16
5.3 Shipping and Transportation	16
5.4 Packing Handling, Storage and Transportation	18
5.5 Customs Form 302	18
5.6 Notice of Shipment	20
5.7 Inventory	20
5.8 Warranty	23
5.9 Technical Documentation	24
5.10 Supply chain security	25
Section 6 QUALITY ASSURANCE/CONTROL.....	26
6.1 Related References	26
6.2 Quality Assurance and Control	26
Section 7 ACCEPTANCE TESTING	28
7.1 General	28
7.2 Acceptance Tests	29
7.3 TEMPEST Tests	31
Section 8 TECHNICAL REQUIREMENTS	32
8.1 Equipment to be delivered	32
8.2 ISR4431-AX/K9 router	35
8.3 ISR4331-AX/K9 router	35
8.4 CISCO C1111X-8P router	36
8.5 CISCO C9300-24-S-A LAN Switch	37
8.6 CISCO C9300-24-S-A LAN Switch	38
8.7 CISCO C9300-24-S-A LAN Switch	38

8.8	CISCO C9300-24-S-A LAN Switch	39
8.9	CISCO C9300-24-S-A LAN Switch	40
8.10	CISCO C9300-48-S-A LAN Switch	40
8.11	CISCO C9300-48-S-A LAN Switch	41
8.12	CISCO 8841 modified IP Phone	42
8.13	19" 24 U Rack Tempest Level A Compliant	42
8.14	19" 42 U Rack	43
8.15	HP Laser Jet M577 TEMPEST printer or equivalent	44
8.16	FVT-2001 10/100BASE-TX TO 100BASE-FX MMF SC CONVERTER (Level One), 2 km	44
8.17	GVT-2000 10/100/1000BASE-T to 1000BASE-X SFP Converter (Level one) with CISCO 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM (GLC-SX-MMD=)	45
Section 9	DOCUMENTATION REQUIREMENTS.....	46
9.1	General	46
9.2	Documentation Format requirements	47
9.3	Contract Document Requirement List (CDRL)	47
Section 10	ABBREVIATIONS	49

Section 1 INTRODUCTION

1.1 Background information

1.2 This project will provide network equipment for various sites in BGR. The provided equipment will be used for an expanding of the existing national defence network capabilities and providing the NCI Agency services.

1.2.1 The scope of this Contract will be limited to the provision of networking components and related ancillaries; further implementation will then be carried out by the Customer and the NCI Agency.

1.2.2 This Contract shall provide:

1.2.2.1 Hardware and software to expand the existing NDN capabilities to additional locations, and

1.2.2.2 Hardware and software to provide the NCI Agency V2 services.

Section 2 APPLICABLE DOCUMENTS

2.1 Reference Documents

2.1.1 Reference documents outline procedures and standards related to NATO. The Contractor shall comply with applicable procedures and standards.

2.1.2 Throughout this document, a wide range of reference documents are indicated, such as NATO Standardisation Agreements (STANAG). As each such reference may exist in multiple versions, the following list indicates the applicable versions of all references used herein. Each reference is indicated by document number, edition, document title, date, and classification. The list is sorted alphabetically based on the reference number in order to ease cross-referencing with the reference indicators used herein.

2.1.3 Reference documents:

2.1.3.1 AAP-6 (2009) dated 28 April 2009, NATO Glossary of Terms and Definitions (English and French), 01 April 2008, NATO Unclassified

2.1.3.2 AAP-15 (2010) dated 25 January 2010, NATO Glossary of Abbreviations used in NATO Documents and Publications, Feb 08, No Classification

2.1.3.3 AC/322-D(2004)0021(INV), Guidance for Electronic Labelling of NATO Information, 16 Mar 04, NATO Unclassified

2.1.3.4 AC/322-D(2004)0022(INV), Guidance for Consistent Marking of NATO Information in C3 Systems, 16 Mar 04, NATO Unclassified

2.1.3.5 STANAG 6001, Language Proficiency Levels, Edition 3, 20 Feb 2009, NATO Unclassified

Section 3 SCOPE OF WORK

3.1 The Scope of Work is addressed through these main requirements

- 1: Project Management
- 2: Equipment Delivery
- 3: Testing and Acceptance
- 4: Integrated Logistics Support (ILS)

3.2 Project Management overview

- 3.2.1 The Contractor shall carry out all the project management activities required to fulfil all the requirements of the Contract. These requirements are set out in detail in Section 4 .

3.3 Equipment Delivery overview

- 3.3.1 The Contractor shall deliver the assets that are required for the network equipment for various sites project including, but not limited to:

- CISCO routers and switches;
- Voice over IP phones;
- 19" Racks with UPS;
- Printers;
- Related ancillaries.

- 3.3.2 The Contractor shall deliver the equipment to the BGR central warehouse as identified in the (SSS) Schedule of Supplies and Services.

- 3.3.3 If the Contractor is able to deliver the required equipment earlier than specified in the SSS, the Purchaser may accept earlier deliveries.

- 3.3.4 The equipment may also be delivered in partial deliveries to the central depot. However, should this be the case, these delivery batches shall be co-ordinated with the Purchaser for approval.

- 3.3.5 If the products have licence restrictions and/or associations related to their actual operational location, the Contractor shall be responsible for providing the respective licences accordingly based on the project deployment locations listed in the SSS.

- 3.3.6 The Purchaser acceptance will be provided to the Contractor in writing within fourteen (14) days after full delivery of equipment and documentation.

- 3.3.7 The requirements of the equipment to be delivered are set out in detail in Section 8.

3.4 **Testing and Acceptance overview**

- 3.4.1 The Contractor shall test and validate all the delivered equipment prior to shipment to the central depot in order to ensure that meet the requirements and ready to be installed.
- 3.4.2 The Contractor shall perform the tests based on the agreed Test and Acceptance Plan.
- 3.4.3 The Contractor shall submit the results of the tests in the form of Test Reports for the Purchaser's approval.
- 3.4.4 After the Purchaser's written approval of each Test Report, the successfully tested equipment will be ready for shipment to the delivery location.
- 3.4.5 Acceptance in writing of the equipment by the Purchaser will take place following the receipt of the equipment at the delivery location.
- 3.4.6 These requirements are covered in detail in Section 7.

3.5 **ILS overview**

- 3.5.1 The Contractor shall undertake all the required ILS activities (set out in Section 5 of this Statement of Work) to fulfil the Contract, including transportation and follow on support activities.
- 3.5.2 Transportation
- 3.5.2.1 The Contractor shall deliver all the equipment to the central depot identified in the SSS.
- 3.5.2.2 The Contractor shall comply with the transportation requirements defined in Section 5.
- 3.5.2.3 The Contractor shall coordinate the transfer of the equipment and movements of his staff with the Purchaser.
- 3.5.3 Warranty
- 3.5.3.1 The Contractor shall provide a one year of standard warranty for every delivered items starting from the Acceptance of the Purchaser.
- 3.5.4 The requirements of the ILS to be provided are covered in detail in Section 5

3.6 **Implementation Process**

3.6.1 The following paragraphs describe the requirements for the Implementation Process according to the listed sequence of Project Activities:

- 3.6.1.1 Initial Project Management activities, such as development of the PIP. Project Management activities to be present during all the duration of the Project.
- 3.6.1.2 Testing, validation and acceptance of the equipment, according to the delivery times of each batch of equipment.
- 3.6.1.3 Delivery of equipment to the end user central depot, including the paperwork required.
- 3.6.1.4 Twelve (12) months Warranty for the provided hardware and software.

Section 4 PROJECT MANAGEMENT

4.1 The Purchaser's Project Management Team (PMT)

4.1.1 The NCI Agency as the Procurement Agent on behalf of Host Nation Bulgaria will be represented by the NCI Agency Project Management Team (PMT) that will be responsible for reviewing and guiding this project in line with the requirements of this SoW and SSS.

4.1.2 The Contracting Officer will act as the Purchaser's representative and will be the primary interface between the Contractor and Purchaser from the Effective Date of Contract (EDC).

4.1.3 The Purchaser PM will be supported by specialists in certain areas who may, from time to time, be delegated to act on the PM's behalf in their area of expertise.

4.1.4 All changes to the Contract will be made through the Purchaser's Contracting Officer only.

4.1.5 The PMT Project Manager, or any of the specialist support staff, may not make changes to the terms and conditions of the Contract or SoW but may only provide the NCI Agency's interpretation of technical matters.

4.1.6 The PMT will be responsible for reviewing the deliverables for the supervision of the implementation and for acceptance of the system.

4.2 Contractor's Organisation and Personnel

4.2.1 The Contractor shall propose an industrial organization and means to ensure to the Purchaser, the appropriate management and synchronization and the coherence of the tasks for which he is responsible in accordance with the requirements of the Contract.

4.2.2 The Contractor shall appoint a Project Manager (PM) to be responsible for the overall control and co-ordination of the Contractor's project activities.

4.2.3 The Contractor's PM shall liaise with the Project Manager appointed by the Purchaser.

4.2.4 The Contractor shall consult regularly with the Purchaser to ensure that practices are compatible, meet their joint requirements and are tailored to meet the requirements of the project.

4.2.5 The Contractor shall also provide all necessary manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the project, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project.

4.2.6 The personnel identified below shall be fluent in English, the working language of NATO.

4.2.7 Project Manager

The Contractor shall appoint a Project Manager to be responsible for the overall control and co-ordination of the Contractor's project activities. The Contractor's Project Manager shall liaise with the Project Manager (PM) appointed by the Purchaser.

4.2.8 Test Director

4.2.8.1 The Contractor shall designate a Test Director responsible for all test activities conducted under this Contract.

4.2.8.2 The Test Director shall:

4.2.8.2.1 Direct test planning, design and tools selection;

4.2.8.2.2 Establish guidelines for test procedures and reports;

4.2.8.2.3 Co-ordinate with the Purchaser on test support requirements; and

4.2.8.2.4 Manage the Contractor test resources.

4.2.8.3 The Test Director shall have knowledge and experience in telecommunications engineering, computer science or related disciplines, and shall have at least five years' experience in the design and execution of information systems tests.

4.2.9 Quality Assurance Manager

4.2.9.1 The Contractor shall designate a qualified individual to serve as the Quality Assurance Manager for activities under this Contract.

4.2.9.2 The Quality Assurance Manager shall report to a separate manager within the Contractor's organization at a level equivalent to or higher than the Project Manager.

4.2.9.3 The Quality Assurance Manager shall have knowledge and experience in key Integrated Logistic Support (ILS) subject matter areas.

4.3 **Project Implementation Plan (PIP)**

4.3.1 The Contractor shall submit a PIP that describes how the Contractor will implement project work packages/contract administration, including details of the controls that shall be applied to supervise any Sub-Contractor performance. The plan shall also define the details of liaison amongst the Purchaser, the Contractor and any Sub-Contractors. After approval by the Purchaser, any new version of the PIP shall constitute the unique Contractor's reference for the project implementation.

4.3.2 When the Purchaser is satisfied that all comments have been satisfactorily incorporated he will approve its issue. The approved PIP does not constitute Purchaser endorsement of the Contractor's Plan, but signifies that the Purchaser considers the Plan to be a logical and satisfactory approach to the management of the required activities, based upon the information provided. In the case of any conflict, ambiguity, or omission the requirements of the Contract take precedence over the PIP.

4.3.3 The approved PIP shall be the official document against which the Contractor is expected to conduct the performance of the Contract and shall be used to measure contract progress against the delivery requirements of the Contract SSS.

4.3.4 The Contractor shall update the PIP and the individual plans contained within it as necessary during the life of the Contract. In particular, PIP updates shall be provided whenever any technical, management, or contractual change is foreseen or becomes necessary as a result of any changes in the project implementation or supplemental agreement made to the contract. Where updates are performed, the Contractor shall submit a revised version of the PIP to the Purchaser, clearly identifying all proposed changes within the text and providing a summary of those changes; review and approval of PIP amendments shall follow the procedures detailed in 4.4.12.

4.3.5 The Contractor shall provide an Initial PIP for discussion during the Kick-Off meeting, which will be the basis for the follow-on PIP.

4.3.6 The PIP shall consider all project implementation aspects, which include management provisions, facilities, schedules, personnel assignments, external relationships and project control. The PIP shall be in sufficient detail to allow the Purchaser to assess the Contractor's plans and capabilities in implementing the entire project in conformance with the requirements specified. The PIP to be prepared by the Contractor shall include as a minimum the following chapters:

Chapter 1: Introduction

Chapter 2: Management and Programme Control

Chapter 3: Manpower assurance

Chapter 4: Quality Assurance

Chapter 5: Test and Acceptance Plan (TAP)

Following Paragraphs provides description of the required PIP content by chapter:

4.3.7 PIP Chapter 1 – Introduction

4.3.7.1 In Chapter 1 of the PIP the Contractor shall provide a project overview which describes the goals of the project and the broad details of how the project will be conducted. Chapter 1 shall be in the form of an Executive Summary, which describes highlights from each Chapter.

4.3.8 PIP Chapter 2: Project management plan

The management part of the PIP shall define in detail how the Contractor intends to manage this project from Effective Date of Contract (EDC) to completion of the services. This chapter shall include, but may not be limited to, the following aspects:

- 4.3.8.1 A description of the management structure of the Contractor's Project Team, indicating its relationships within the company structure.
- 4.3.8.2 A list of personnel assigned to the Contractor's Project Team Organisation and the related information appropriate to this project (i.e. education, experience to include previous experience in NATO or national military projects, security clearance, structured methodology roles).
- 4.3.8.3 Specifics of any third party involvement giving description, details and relationship to the Contractor. This Chapter shall also provide details of proposed sub-contracting, if any.
- 4.3.8.4 The plan shall describe how the Contractor will implement project / contract administration, including details of the controls that will be applied to supervise Sub-Contractor performance. The plan shall also specify the details of proposed liaison with the Purchaser and Sub-Contractors, with provision for regular progress review meetings and periodic progress and performance reporting. Full details of project administration structure shall be included.
- 4.3.8.5 A Communications Plan that shall explain to communications paths and POCs for each of the relevant aspects of the Project.
- 4.3.8.6 A Project Work Breakdown Structure (PWBS) containing all the work packages emanating from the requirements of the Contract.
- 4.3.8.7 **Project Master Schedule:** The Contractor shall maintain a Project Master Schedule (PMS) that contains all Contract events and milestones, including Contract-related Purchaser activities and events (e.g., Purchaser reviews). The PMS shall correlate with the PWBS and also be traceable to performance and delivery requirements of this SOW.
 - 4.3.8.7.1 The PMS shall depict the sequence, duration, and relationship among PWBS, Task orders, work packages and work items, including internal QA events.
 - 4.3.8.7.2 The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource requirements for each work item.

- 4.3.8.7.3 The PMS shall take into consideration NATO's and BGR official holidays and potentially limited availability of the NATO and BGR staff.
- 4.3.8.7.4 The PMS shall include the delivery dates for all management products (e.g., project plans, Project Highlight Reports), including at least the initial version and the final one.
- 4.3.8.7.5 The PMS shall include activity network, activity Gantt, milestone, and critical path views of the project schedule.
- 4.3.8.7.6 The PMS shall be provided in Microsoft Project Format.
- 4.3.8.8 **Risk Management:** The Contractor shall establish a risk management program and perform risk management throughout the period of performance of this Contract. As part of this, the Contractor shall establish and maintain a Risk Log for the project.
 - 4.3.8.8.1 In the Risk Log, the Contractor shall identify any management, technical, schedule, and cost risks.
 - 4.3.8.8.2 The Contractor shall rate each risk as High, Medium, or Low, based on its probability of occurrence and its impact on cost, schedule, and quality.
 - 4.3.8.8.3 The Contractor shall identify for each risk the measures being taken to mitigate any risk rated as high on any factor.
 - 4.3.8.8.4 The Contractor shall make the Risk Log available on the Project Website. The Contractor shall include in the Project Highlight Report a chart that lists all active risks rated high on any factor and note any significant forecasted changes in these risks.
 - 4.3.8.8.5 The Contractor shall update and brief the Risk Log at all Project Checkpoint Reviews and Design Reviews.
- 4.3.9 PIP Chapter 3: Manpower Assurance
 - 4.3.9.1 Chapter three of the PIP shall outline the approach taken to ensure that the Contractor personnel will be available to meet the performance and delivery requirements.
- 4.3.10 PIP: Chapter 4: Quality Assurance
 - 4.3.10.1 The Quality Assurance section shall describe and outline the Contractor's Quality Assurance Organization and Quality Assurance/Quality Control System and shall meet the requirements defined in Section 6 of this SOW.
- 4.3.11 PIP: Chapter 5: Test and Acceptance Plan
 - 4.3.11.1 The Contractor shall provide and update the Test and Acceptance Plan (TAP) covering all tests activities in this Contract, outlining the tests and supporting tasks to meet the requirements of this SOW.

- 4.3.11.2 The Test and Acceptance Plan shall include a Requirements Traceability Matrix.
- 4.3.11.3 The TAP shall identify the Contractor's proposed test organization to address all the requirements of SOW and its relationship with the Contractor's Project Management Office (PMO) and QA functions.
- 4.3.11.4 The TAP shall provide a flow diagram that shows the overall sequence of tests to be executed at Contractor's and Subcontractors premises, and Contractor equipment and personnel involved in each test, and the relationship of test events to project milestones.
- 4.3.11.5 The TAP shall identify the support to be provided by the Purchaser in terms of manpower, services and material.
- 4.3.11.6 The TAP shall identify the entry and exit criteria proposed by the Contractor for each test session.
- 4.3.11.7 The TAP shall identify the test documentation associated with each test, including the scenario, procedures, test data, test results, and test reports.
- 4.3.12 PIP Review and Acceptance
 - 4.3.12.1 The initial PIP shall be provided to the Purchaser for review and acceptance within one (1) week after Effective Date of Contract (EDC). The PIP will be reviewed by the Purchaser and comments submitted to the Contractor no later than five (5) working days after receipt. The final version of PIP shall be submitted to the Purchaser within three (3) weeks after EDC. The final version of PIP will be reviewed and approved by the Purchaser not later than three (3) working days after reception.
 - 4.3.12.2 The Purchaser reserves the right to require the Contractor to make further changes to the plan, to correct any errors detected during the implementation or to reflect any technical or contractual changes necessary as a result of any supplemental agreement made to the contract.
 - 4.3.12.3 The PIP, and all subsequent modifications, additions, expansions and re-issues related to the PIP shall be submitted to the Purchaser by email, with one version in editable native format, accompanied by a digitally signed pdf version.
 - 4.3.12.4 The approval of the PIP by the Purchaser signifies that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from his responsibilities to achieve the contractual and technical requirements of this contract.

- 4.3.12.5 The approved final PIP shall be updated by the Contractor as appropriate throughout the duration of the contract. Revisions of the PIP shall be subject to mutual agreement.

4.4 Project Progress Meetings

- 4.4.1 The meetings and phone calls shall be conducted in English.
- 4.4.2 The Contractor shall arrange a one project progress meeting with the Purchaser. The project progress meeting has to be held no later than ten (10 working days before the planned shipment date). Due to pandemic restrictions meeting will be organised by using electronic/on line means by the Purchaser approved secure platform such as Skype.
- 4.4.3 The Purchaser PM will chair the meetings and the Contractor shall attend and provide the meeting secretary.
- 4.4.4 The Contractor shall submit a Project Highlight Report (PHR), to be received by the Purchaser NLT (no later than) five (5) working days prior the meeting, which shall include a thorough discussion of the following points:
- The activities performed and work completed during the preceding period, including major milestones achieved as applicable;
 - Answers to questions addressed by the Purchaser since kick off meeting;
 - Status of the equipment (equipment order, in Contractor's office, packing, deploy and test);
 - Status of documentation (see Section 9);
 - Updated risk log, as an appendix to the PHR;
 - Updated issue log, as an appendix to the PHR;
 - Updated Action Items List (AIL).
- 4.4.5 Minutes of meeting (Project Progress Meeting Minutes) shall be written by the Contractor and delivered to the Purchaser NLT five (5) working days after the meeting. Once the Minutes are accepted by both Parties' respective Project Managers, the Contractor shall provide the final version.
- 4.4.6 The Contractor shall also submit an additional Project Highlight Report (PHR) once per month (excluding the month when a project progress meeting will be conducted), to be received by the Purchaser NLT (no later than) one (1) working day prior the end of month.
- 4.4.7 After receiving the PHR, the Purchaser has rights to required additional clarifications regarding the scope of submitted PHR.

- 4.4.8 The minutes shall document the topics, problems, discussions and all decisions made and include copies of the current Action Item List (AIL), Project Schedule and Risk analysis/assessment.
- 4.4.9 These minutes shall not be regarded by the Parties as a mechanism to change the terms, conditions or specifications of the Contract nor as a vehicle to alter the design or configuration of equipment or systems. Any such changes shall only be made by Contract amendment or by authorized mechanisms as set forth in this Contract.
- 4.4.10 A progress meeting will not last more than a one day.
- 4.4.11 Ad-hoc meetings:
 - 4.4.11.1 Ad Hoc Working Meetings may be organized by mutual agreement on request of either the Purchaser or the Contractor to resolve problems, clarify project requirements or review progress. Due to pandemic restrictions meetings will be held by using electronic/on line means by the Purchaser approved secure platform such as Skype.
 - 4.4.11.2 Minutes of the Ad Hoc Working Meetings shall be written by the Contractor and issued to the Purchaser NLT 5 working days after the meeting. Comments received will be taken into account and incorporated by the Contractor. Once the Minutes are accepted by both Parties' respective Project Managers, the Contractor shall provide the final version.

Section 5 INTEGRATED LOGISTICS SUPPORT

5.1 References

5.1.1 The following documentation (last applicable edition) applies for ILS purposes:

- a. [STANAG 4728] System Life Cycle Management (SLCM)
- b. [ISO/IEC 15288] System and software engineering – System life cycle processes
- c. [AAP-20] NATO Programme Management Framework (NATO Life Cycle Model)
- d. [AAP-48] NATO System Life Cycle Stages and Processes
- e. [ALP-10] NATO Guidance on Integrated Logistics Support for Multinational Armament Programmes
- f. [STANAG 4280] NATO Levels of Packaging
- g. [STANAG 4281] NATO Standard Marking for Shipment and Storage
- h. [STANAG 4329] Standard NATO Bar Code Symbolologies – AAP-44(A)
- i. [AAP-44] NATO Standard Bar Code Handbook
- j. [IEC 15288] Systems and Software Engineering – System Life Cycle Process
- k. [IEC 12207] – Software Life Cycle Process

5.2 Introduction

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

5.3 Shipping and Transportation

5.3.1 All goods covered under the Contract shall be shipped to the delivery address: 1790 Sofia, 113A Tsarigradsko shoes Blvd. Ministry of Defence, Unit 46390, Bulgaria, at no cost to the Purchaser.

5.3.2 All goods covered under the Contract, including items being shipped for warranty repair/exchange, shall be shipped at the expense of the Contractor Delivered Duty Paid (DDP) to the address specified and in accordance with current INCOTERMS published by the International Chamber of Commerce.

- 5.3.3 Prior to shipments containing Lithium cells or batteries, the Contractor shall obtain a test summary/certificate in accordance with the test procedure described in the "UN Manual of Tests and Criteria, (Sub-Section 38.3)".
- 5.3.4 A copy of the test summary/certificate shall be provided together with the Notice of Shipment.
- 5.3.5 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.
- 5.3.6 The Purchaser will not accept responsibility and/or ownership of the equipment before successful inspection and acceptance is complete.
- 5.3.7 All shipments shall be executed in close co-ordination with the Purchaser's PoC for logistics and the Purchaser's PoC for delivery acceptance at final destination.
- 5.3.8 The NCIA Point of Contact (POC) for all shipment instruction and shipment requests is:
Mr. Mueller-Nordmann Heinz (NCIA Mons)/IPS Office
Email: Heinz.Mueller-Nordmann@ncia.nato.int
Phone: +32 655446160
- 5.3.9 Each shipment shall be composed of one batch of one or more pallets. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm), packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.
- 5.3.10 The Contractor shall nominate a PoC in charge of logistics that will be required to liaise and inform the Purchaser's PoC on all matters concerning the orders.
- 5.3.11 The Contractor shall be responsible for all handling of pallets until the delivery is handed over and accepted by the Purchaser.
- 5.3.12 The Contractor shall be prepared to organise and operate any handling equipment to unload the equipment in the Purchaser warehouse or building if required. The destination/end user site is in possession of suitable support and handling equipment. Their availability for this project, shall be assessed and coordinated with the Purchaser.
- 5.3.13 The Contractor PoC shall coordinate with the Purchaser PoC regarding the access requirements to the delivery site.

5.4 Packing Handling, Storage and Transportation

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

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number and Purchaser Order (PO) 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

5.5 Customs Form 302

- 5.5.1 The Contractor shall be responsible for the timely request of Custom Forms 302, which may facilitate duty free import/export of supplies between EU and Non-EU countries.
- 5.5.2 The written request for a 302 form 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
8	POC to receive the Form 302

- 5.5.3 The Contractor shall ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.
- 5.5.4 Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.
- 5.5.5 These forms shall be originals and must be mailed or delivered by mail/express courier.
- 5.5.6 If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 5.5.7 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 5.5.8 Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 5.5.9 The carrier shall be fully conversant with the application and use of Custom Form 302.
- 5.5.10 The Contractor shall add the Custom Form 302 to the shipping documentation.
- 5.5.11 It shall be noted that the customs 302 documents have to be originals duly signed and stamped by the NCI Agency. The 302 is a customs declaration to enable applicable authorities to permit the import or export of NATO consignments free of duties, taxes and excise charges.
- 5.5.12 Upon delivery of the equipment the Contractor shall return one copy (copy nr.2) of the original 302 customs form with the field "Certificat de Reception" duly signed and stamped by the receiver. The POCs to return this copy is stated on the 302 form.

5.6 Notice of Shipment

- 5.6.1 Two (2) weeks prior to the delivery of any shipment of supplies, the Contractor shall provide a Notice of Shipment to the Purchaser's IPS Office and to such other persons as are designated, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

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

5.7 Inventory

- 5.7.1 The Contractor shall provide the full and complete Inventory of all items (hardware, software and licences) and documents to be delivered under this contract at least ten (10) (preferably twenty (20) working days before shipment. It shall contain the following information:

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-

name and address)	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 NSPA. 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 NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialised items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.

Subject to Property Accounting	(text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's IPS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.
Qty installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.
Technical integrity and protection from malicious tampering (see section supply chain security)	In this field, the Contractor shall confirm per item, that the items to be delivered have been checked for technical integrity and protected from malicious tampering.
Supplier identity (see section supply chain security)	The Contractor shall identify per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.

- 5.7.2 The Contractor may request an electronic version of the Inventory Template to be provided by the Purchaser at EDC.
- 5.7.3 For Software, the Contractor shall provide a detailed Software Distribution List (SWDL), which details comprehensively all associated software, firmware or feature/performance licenses provided under this Contract.
- 5.7.4 The SWDL shall include, the following data/elements:
- Nomenclature;
 - Version number;
 - License key (if applicable);
 - License renewal date (if applicable);
 - Warranty expiration date;
 - Date of distribution;
 - Distribution location (geographically);
 - Distribution target (server);
 - Hosting Platform (e.g. O/S, version) of the SW/HW under license;
 - License Expiry date (next);
 - Renewal periodicity (e.g. 3m, 6m, 1y);
 - License media (e.g. HW Key, Dongle, SW key, simple key);
 - EOL/EOS (End of Life/End of Support);
 - Alternative version (if any);
 - Minimum Order Quantity (MOQ) for renewal (if different from Qty=1);
 - Price per license (and eventually discounts by quantity).

5.8 **Warranty**

- 5.8.1 The Contractor shall cover all supplies (HW and SW) procured under this contract with a minimum warranty of 1 (one) year.
- 5.8.2 The Warranty shall start at the date of Purchaser acceptance of the equipment at the delivery site mentioned at 5.3.1. within fourteen (14) days after delivery as mentioned at 3.3.6.
- 5.8.3 The Contractor shall provide exact warranty conditions for each type of equipment.
- 5.8.4 The Contractor shall be solely responsible for all costs to implement and administer the required warranty throughout the entire respective warranty term(s).

- 5.8.5 The Contractor shall provide a Warranty Guide document detailing warranty processes, handling instructions, including help-desk or other Point of Contact information, to be contacted in case of a warranty claim for Purchaser approval at least 1 (one) month prior to the start of any deliveries. The warranty shall include standard technical telephone and email support provided directly by the Contractor. The Purchaser may contact the OEMs directly, but overall responsibility for the successful execution of the warranty shall belong to the Contractor. Therefore, Contractor shall have the support POCs available within their organization for all the warranty requests regarding all types of hardware, software and workmanship provided under this contract
- 5.8.6 The Contractor shall repair/replace all items received as per their internal procedures with the highest priority allocated and shall be responsible to return the item to the sender through express delivery within 15 working days of receipt.
- 5.8.7 The Contractor shall not be responsible for the correction of defects in Purchaser Furnished Equipment or Property (if any).
- The Contractor shall be aware that, due to NATO security constraints all failed hard disks/drives etc. can only be repaired or replaced on-site and cannot be removed and/or returned to the Contractor for repair. Defect magnetic and electronic media storage devices/ (i.e. Compact Discs (CD), Disk Array, diskettes, hard drives, USB memory devices) will therefore be destroyed on-site by the Purchaser. Defect magnetic and electronic media etc. shall therefore be replaced by the Original Equipment Manufacturer at no extra cost to the Purchaser.
- 5.8.8 If the Contractor becomes aware at any time before acceptance by the Purchaser that a defect exists in any supplies, the Contractor shall promptly correct the defect.

5.9 Technical Documentation

- 5.9.1 Each deliverable shall be accompanied with its COTS documentation. This documentation shall be identified in the inventory.
- 5.9.2 Each deliverable subject to tempest testing shall be accompanied with its appropriate TEMPEST level certificate.
- 5.9.3 The Contractor shall provide the applicable Certificates of Conformity that the equipment offered conforms to the contractual standards and is in Conformance with the National codes, laws, regulations and local rules and practices of the Country of installation.
- 5.9.4 The Contractor shall provide the applicable Warranty statements for all supplies (HW and SW) procured under this contract.
- 5.9.5 All documentation shall be in the English language.

5.10 Supply chain security

- 5.10.1 The Contractor shall warrant that all supplies furnished under this Contract are genuine and free of malicious components, firmware and software.
- 5.10.2 The Contractor shall ensure that all equipment to be delivered are protected from malicious tampering during storage and transportation up to the point of delivery.
- 5.10.3 The Contractor shall confirm in the Inventory, per item, that the items to be delivered have been checked for technical integrity and protected from malicious tampering.
- 5.10.4 The Contractor shall also identify in the Inventory, per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.
- 5.10.5 The Contractor shall allow and support ad-hoc spot checks and audits by the Purchaser of any of his supply chain security measures at any of the Contractor's locations and facilities used in the Contractor's supply chain relevant to this Contract.
- 5.10.6 The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the shipment documentation or shows evidence of tampering. The Contractor shall replace such rejected goods at no cost to the Purchaser.

Section 6 QUALITY ASSURANCE/CONTROL

6.1 Related References

6.1.1 The following documentation (last applicable edition) applies for QA purposes:

- a. [STANAG 4107] Mutual acceptance of Government Quality Assurance and usage of the Allied Quality Assurance Publications (AQAP)
- b. [AQAP 4107] Mutual acceptance of Government Quality Assurance and usage of the Allied Quality Assurance Publications (AQAP)
- c. [AQAP 2070] NATO Mutual Government Quality Assurance (GQA) Process
- d. [AQAP 2110] NATO Quality Assurance Requirements for Design, Development and Production
- e. [AQAP-2131] NATO Quality Assurance Requirements for Final Inspection and Test
- f. [AQAP 2310] NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers
- g. [AQAP 2210] NATO Supplementary Software Quality Assurance Requirements to AQAP 2110
- h. [AQAP 2105] NATO Requirements for Quality Plans
- i. [AQAP 2000] NATO Policy on an Integrated Systems Approach to Quality through the Life Cycle”
- j. [AQAP 2009] NATO Guidance on the Use of the AQAP 2000 Series
- k. [ISO 9000] Quality Management Systems — Fundamentals and Vocabulary
- l. [IEC 60050] International Electrotechnical Vocabulary
- m. [IEC 15288] Systems and Software Engineering – System Life Cycle Process
- n. [IEC 12207] – Software Life Cycle Process

6.2 Quality Assurance and Control

6.2.1 The Contractor shall establish and maintain an effective QA/QC System in accordance with applicable ISO 9000 Series Standards throughout the life-cycle of the Contract.

- 6.2.2 The Purchaser may delegate the Quality Assurance to the appropriate Government Quality Assurance Authority (GQAA) in accordance with STANAG 4107.
- The GQAA, when accepting the STANAG 4107 Request for GQAA Services, appoints his QA Representative(s) (QAR).
 - The Purchaser, through their own Quality Assurance, however, will retain the overall supervisory and liaison authority concerning all QA/QC matters, and for this purpose will use their own QA Personnel.
 - The term "National QAR" (NQAR) shall apply to any of the Purchaser-appointed QARs, whether nominated by the GQAA or by Purchaser QA.
 - During the entire Contract implementation, the NQAR(s) within their own rights, defined in the Contract applicable AQAPs, shall assure the Contractors and Sub-Contractor's compliance with all contractual requirements.
- 6.2.3 The Contractor's corrective action system shall ensure prompt detection, documentation and correction of problems and deficiencies. The corrective action system shall track all reported and recorded problems and deficiencies until their closure and clearance.
- 6.2.4 In the event that the Contractor sub-contracts any of the work contained in this Contract, the Purchaser reserves the right to perform reviews and audits at any of the Sub-Contractor(s) facilities. Such reviews and audits shall not be used by the Contractor as evidence of effective control of Sub-Contractor's quality. The Contractor shall conduct periodic audits of the Sub-Contractors.
- 6.2.5 When satisfied that the products and/or services provided by the Contractor are in conformance with the terms of this contract, a Certificate of Conformity (CoC) shall be delivered.
- 6.2.6 The preparation of the CoC(s) shall be the responsibility of the Contractor.
- 6.2.7 The Contractor shall supply a Certificate of Conformity (CoC) for all equipment provided under this contract for all quantities contained in each contract line item. Two (2) copies of the CoC(s) shall be submitted to the Purchaser.

Section 7 **ACCEPTANCE TESTING**

7.1 **General**

- 7.1.1 The Contractor is entirely responsible for the co-ordination and performance of the tests and shall ensure that an adequate number of Contractor technicians are present to ensure the timely completion of all tests in accordance with the plan.
- 7.1.2 The Contractor shall provide all the necessary equipment (with valid calibration certificates), tools and any other items required for the satisfactory completion of the tests and the recording results.
- 7.1.3 The test equipment will remain the property of the Contractor and will remain under his responsibility.
- 7.1.4 The Contractor shall assign and provide a Test Director and Test Operators. The Purchaser and/or his delegated Representative will attend and witness testing.
- 7.1.5 The Purchaser will have the right to demand repetition of tests, proof of the validity of the test equipment calibration, and performance of reasonable additional tests to clarify doubtful or marginal results. The Contractor shall make available to the Purchaser, all facilities, information and assistance necessary to permit a valid interpretation of the test results.
- 7.1.6 Prior to the commencement of the tests, the Test Environment shall be the baseline and no changes to hardware, software, firmware and/or configuration shall be introduced by the Contractor unless explicitly authorised in writing by the Purchaser. Failure to do so by the Contractor shall render the complete testing null and void.
- 7.1.7 The test plan shall address the proposed test concepts, the schedule, and the approval concept.
- 7.1.8 The Contractor shall produce an **Acceptance Test Procedure** document, unique for all the Acceptance Tests, that shall describe the way the tests will be conducted, step by step, as well as a description of the Test Environment It shall also address in detail the proposed test concepts and approval procedures (also including templates for tests results).
 - 7.1.8.1 A first version shall be submitted 4 weeks after EDC for Purchaser's review.
 - 7.1.8.2 After the delivery of the document, the Purchaser will have 10 working days to provide his remarks to the Contractor.

- 7.1.8.3 The Contractor will then have 5 working days to provide the updated documentation to the Purchaser.
- 7.1.8.4 A final version shall be produced 2 weeks at least before the first Acceptance Tests. The review of the document shall be considered completed when:
- All Purchaser's comments, agreed between Parties, have been incorporated,
 - The updated document has been received by the Purchaser,
 - The Purchaser agrees to the updated document.

7.2 Acceptance Tests

- 7.2.1 The Contractor shall conduct the Acceptance Tests at the Contractor's or Sub-contractors facility.
- 7.2.2 The Contractor shall conduct a Test Readiness Review with the Purchaser, in the form of a matrix checklist, prior to the execution of the Acceptance Tests as a prerequisite. No Test can start without the below conditions being fulfilled and without the Test procedures being approved by the Purchaser:
- 7.2.2.1 System test documentation delivered and approved by the Purchaser. This includes in particular: up-to-date Test and Acceptance Plan, up-to-date Acceptance Test Procedure, up-to-date Requirements Traceability Matrix.
- 7.2.2.2 ILS documentation properly delivered, mainly, but not limited to, Packing Lists, Material Data Sheets and licenses inventory (including the form of providing).
- 7.2.2.3 The hardware, software, test equipment, instrumentation, supplies, facilities, and personnel are available and in place to conduct the test session.
- 7.2.2.4 Test support tools are available.
- 7.2.2.5 The Test Environment is well documented.
- 7.2.3 The Acceptance Tests shall be performed in different stages according to a previously approved Test and Acceptance Plan.
- 7.2.4 The tests shall comprise at least Power-On Self Tests, IOS/Firmware reviews, serial numbers reviews and completion checking, including also licences. In case of racks the quality of assembly has to be checked obligatorily.
- 7.2.5 Acceptance Test Report
- 7.2.5.1 The documents listed below comprise the Acceptance Test Reports which shall be prepared for each individual Acceptance Test (AT) by the Contractor:

- 7.2.5.1.1 Certificates of Conformity that the equipment offered conforms to the contractual standards and is in Conformance with the National codes, laws, regulations and local rules and practices of the Country of installation.
- 7.2.5.1.2 COTS Warranty statement.
- 7.2.5.1.3 COTS manuals.
- 7.2.5.1.4 Licence Agreements.
- 7.2.5.1.5 Deficiency Summary Sheets which shall list all outstanding Deficiencies. A Remarks column shall briefly record the technical or operational significance and a decision column shall record the Policy Decision taken in respect of each Deficiency. A clearance date column and a signature column are also required.
- 7.2.5.1.6 An Inventory of provided Supplies which shall detail all the deliverables furnished by the Contractor to meet the terms of the contract for the relevant Acceptance Tests; the inventory shall include all Licence identifiers and keys.
- 7.2.5.1.7 A QA Report provided by the Contractor's QA Organisation.
- 7.2.5.1.8 All other documentation as required by the Contract, and specifically as listed in the CDRL.
- 7.2.5.2 The Contractor shall distribute the Acceptance Reports in accordance with the instructions of the Purchaser.

7.3 **TEMPEST Tests**

- 7.3.1 The provided hardware shall be TEMPEST compliant. The levels of required compliancy are presented at Section 8.
- 7.3.2 The Contractor shall conduct TEMPEST Tests for all routers, switches, phones, printers and 24 U racks procured under this contract:
 - 7.3.2.1 The Tests shall be performed by a NATO authorized TEMPEST vendor.
 - 7.3.2.2 The Test shall be performed before the Acceptance Tests.
 - 7.3.2.3 The Contractor shall provide TEMPEST Certificates released by TEMPEST laboratory which conform required TEMPEST compliancy.
 - 7.3.2.4 None of devices might be provided without TEMPEST certificate.
 - 7.3.2.5 The Contractor shall supply the required shielded power cables to ensure that the devices pass all the related TEMPEST tests.

Section 8 TECHNICAL REQUIREMENTS

8.1 Equipment to be delivered

The Contractor shall delivery the following items, in accordance with the specifications herein.

CLIN	PRODUCT / DESCRIPTION	QTY	Site ID/ Item number according to the TA
2.1	CISCO ISR4431-AX/K9 Router	24	TEMPEST Level C compliant: 1.1, 1.3, 2.1, 2.3, 3.1, 3.3, 4.1, 4.3, 5.1, 5.3, 6.1, 6.3, 7.1, 7.3, 8.1, 8.3, 9.1, 9.3, 14.1, 15.1, 16.1, 16.2, 17.1, 17.2.
2.2	CISCO ISR 4331-VSEC/K9 router	2	TEMPEST Level C compliant: 16.6, 17.7.
2.3 to 2.4	CISCO C1111X-8P router	10	TEMPEST Level B compliant: 10.2. TEMPEST Level C compliant: 6.4, 7.4, 11.2, 12.2, 13.2, 14.4, 15.4, 18.2, 19.2.
2.5 to 2.9	CISCO C9300-24-S-A switch	11	TEMPEST Level C compliant: 1.4, 2.4, 3.4, 4.4, 5.4, 6.5, 7.5, 8.4, 9.4, 16.7, 17.8.

CLIN	PRODUCT / DESCRIPTION	QTY	Site ID/ Item number according to the TA
2.10 to 2.11	CISCO C9300-48-S-A switch	2	TEMPEST Level C compliant: 16.4, 17.5.
2.12 to 2.13	CISCO 8841 VoIP TEMPEST compliant phone	25	TEMPEST Level A compliant: 6.10, 7.10, 10.1, 14.3, 15.3, 16.5 (5), 17.6 (8), 18.1 (3), 19.1. TEMPEST Level C compliant: 11.1, 12.1, 13.1.
2.14	19" rack TEMPEST Level A compliant 24 U	5	TEMPEST Level A compliant: 1.5, 3.5, 6.6, 7.6, 17.4.
2.15	19" rack 42 U	5	2.5, 4.5, 5.5, 8.5, 9.5.
2.16 to 2.18	HP Laser Jet M577 TEMPEST compliant printer or equivalent	10	TEMPEST Level A compliant: 1.7, 2.7, 3.7, 7.8 (2) TEMPEST Level B compliant: 6.8. TEMPEST Level C compliant: 4.7, 5.7, 8.7, 9.7.
2.19 to 2.20	Multimedia converter FVT-2001	12	TEMPEST Level B compliant 10.1 TEMPEST Level C compliant 6.10, 7.10, 11.1, 12.1, 13.1 14.3 15.3 18.1 (3), 19.1.
2.21 to 2.22	Multimedia converter GVT-2000	8	TEMPEST Level B compliant 17.9

CLIN	PRODUCT / DESCRIPTION	QTY	Site ID/ Item number according to the TA
			TEMPEST Level C compliant 12.2 13.2 16.8 18.2 18.3 (2) 19.2

8.2 **ISR4431-AX/K9 router**

Each of the delivered ISR4431-AX/K9 routers shall be TEMPEST Level C compliant and supplied with the following configuration:

Part Number	Description	Qty
ISR4431-AX/K9	Cisco ISR 4431 AX Bundle with APP and SEC license	1
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	1
MEM-4400-4GU8G	4G to 8G DRAM Upgrade (4G+4G) for Cisco ISR 4400	1
MEM-FLSH-8U16G	8G to 16G eUSB Flash Memory Upgrade for Cisco ISR 4430	1
NIM-2GE-CU-SFP	2-port GE WAN NIM, dual-mode RJ45 & SFP	1
GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	2
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	2
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	1
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	1
CAB-C13-C14-2M	Power Cord Jumper, C-13-C14 Connectors, 2 Meter Length	2
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	1
ISRWAAS-RTU-1300	ISRWAAS RTU for 1300 connections	1
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	1
SL-44-APP-K9	AppX License for Cisco ISR 4400 Series	1
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	2
SISR4400UK9-166	Cisco ISR 4400 Series IOS XE Universal	1
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	1
GLC-GE-100FX=	100BASE-FX SFP for GE SFP port on 3750,3560.2970,2960	1
GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	1
CON-SSSNP-ISR4431A	Cisco ISR 4431 AX Bundle with APP and SEC license	1
CON-SSSNP-IW1300	SOLN SUPP 24X7X4 ISRWAAS RTU for 1300 connections	1

8.3 **ISR4331-AX/K9 router**

Each of the delivered ISR4331-AX/K9 routers shall be TEMPEST Level C compliant and supplied with the following configuration:

Part Number	Description	Qty
ISR4331-VSEC/K9	Cisco ISR 4331 Bundle w/UC & Sec Lic, PVDM4-32	1
SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	1
SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
MEM-4300-4GU16G	4G to 16G DRAM Upgrade (8G+8G) for Cisco ISR 4330, 4350	1
MEM-FLSH-4U16G	4G to 16G eUSB Flash Memory Upgrade for Cisco ISR 4350, 4330	1
GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	2
PWR-4330-AC	AC Power Supply for Cisco ISR 4330	1
CAB-C13-C14-2M	Power Cord Jumper, C-13-C14 Connectors, 2 Meter Length	1
CAB-CONSOLE-USB	Console Cable 6ft with USB Type A and mini-B	1
SL-4330-SEC-K9	Security License for Cisco ISR 4330 Series	1
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	15
SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	1
NIM-2GE-CU-SFP	2-port GE WAN NIM, dual-mode RJ45 & SFP	1
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	1
USE-BUNDLED-PVDM	Choose to assemble the PVDM in a Voice bundle on T1/E1 card	1
CON-SSSNP-SR4331VS	Cisco ISR 4331 Bundle with UC Sec Lic, PVDM4-32, CUBE-10	1
CON-ECMUS-SRSTGTPEP	SOLN SUPP SWSS Cisco SRST - 1 SRST Endpoint License	15

8.4 CISCO C1111X-8P router

Nine (9) of the delivered C1111X-8P routers shall be TEMPEST Level C compliant, a one (1) router shall be TEMPEST Level B compliant. Each of the delivered routers shall be supplied with the following configuration:

Line Number	Part Number	Description	Qty
1.0	C1111X-8P	ISR 1100 8 Ports Dual GE WAN Ethernet Router w 8G Memory	1
1.1	PWR-66W-AC-V2	Power Supply 66 Watt AC V2 for C890 and C1100 series	1
1.2	SL-1100-8P-IPB	IP Base License for Cisco ISR 1100 8 Ports Series	1
1.3	SL-1100-8P-SEC	Security License for Cisco ISR 1100 8P Series	1

1.4	SL-118P-UC	Unified Communication License for Cisco ISR 1100 8 Port	1
1.5	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
1.6	CAB-C13-C14-2M	Power Cord Jumper, C-13-C14 Connectors, 2 Meter Length	1
1.7	ACS-1100-RM-19	Cisco 1100 Series Router Rackmount Wallmount Kit	1
1.8	GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	1
1.9	SISR1100UK9-172	UNIVERSAL	1
1.10	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	1
2.0	CON-SSSNT-C11X8P11	SOLN SUPP 8X5XNBD ISR 1100 8 Ports Dual GE WAN Ethernet Ro	1

8.5 CISCO C9300-24-S-A LAN Switch

Each of the delivered LAN Switches shall be TEMPEST Level C compliant. Each of the delivered switches shall be supplied with the following configuration:

Part Number	Description	Qty
C9300-24S-A	Catalyst 9300 24 GE SFP Ports, modular uplink Switch	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 Secondary Power Supply	1
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13 A, C14-C15 Connectors	2
C9300-NM-NONE	No Network Module Selected	1
C9300-STACK-NONE	No Stack Cable Selected	1
C9300-SPWR-NONE	No Stack Power Cable Selected	1
C9300-DNA-A-24S	C9300 DNA Advantage, 24-port Fiber Term Licenses	1
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	8
CON-SSSNP-C930024A	SOLN SUPP 24X7X4 Catalyst 9300 24 GE SFP Ports, modular u	1
C9300-DNA-A-24S-3Y	C9300 DNA Advantage, 24-Port Fiber, 3 Year Term License	1
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1

8.6 **CISCO C9300-24-S-A LAN Switch**

Each of the delivered LAN Switches shall be TEMPEST Level C compliant. Each of the delivered switches shall be supplied with the following configuration:

Part Number	Description	Qty
C9300-24S-A	Catalyst 9300 24 GE SFP Ports, modular uplink Switch	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13 A, C14-C15 Connectors	2
C9300-NM-NONE	No Network Module Selected	1
C9300-STACK-NONE	No Stack Cable Selected	1
C9300-SPWR-NONE	No Stack Power Cable Selected	1
C9300-DNA-A-24S	C9300 DNA Advantage, 24-port Fiber Term Licenses	1
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	2
GLC-GE-100 FX	100BASE-FX SFP for Gigabit Ethernet SFP Ports	8
CON-SSSNP-C930024A	SOLN SUPP 24X7X4 Catalyst 9300 24 GE SFP Ports, modular u	1
C9300-DNA-A-24S-3Y	C9300 DNA Advantage, 24-Port Fiber, 3 Year Term License	1
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1

8.7 **CISCO C9300-24-S-A LAN Switch**

Each of the delivered LAN Switches shall be TEMPEST Level C compliant. Each of the delivered switches shall be supplied with the following configuration:

Part Number	Description	Qty
C9300-24S-A	Catalyst 9300 24 GE SFP Ports, modular uplink Switch	1

C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13 A, C14-C15 Connectors	3
C9300-NM-NONE	No Network Module Selected	1
C9300-STACK-NONE	No Stack Cable Selected	1
C9300-SPWR-NONE	No Stack Power Cable Selected	1
C9300-DNA-A-24S	C9300 DNA Advantage, 24-port Fiber Term Licenses	1
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	10
CON-SSSNP-C930024A	SOLN SUPP 24X7X4 Catalyst 9300 24 GE SFP Ports, modular u	1
C9300-DNA-A-24S-3Y	C9300 DNA Advantage, 24-Port Fiber, 3 Year Term License	1
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1

8.8 CISCO C9300-24-S-A LAN Switch

Each of the delivered LAN Switches shall be TEMPEST Level C compliant. Each of the delivered switches shall be supplied with the following configuration:

Part Number	Description	Qty
C9300-24S-A	Catalyst 9300 24 GE SFP Ports, modular uplink Switch	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13 A, C14-C15 Connectors	2
C9300-NM-NONE	No Network Module Selected	1
C9300-STACK-NONE	No Stack Cable Selected	1
C9300-SPWR-NONE	No Stack Power Cable Selected	1
C9300-DNA-A-24S	C9300 DNA Advantage, 24-port Fiber Term Licenses	1
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	3

GLC-GE-100 FX	100BASE-FX SFP for Gigabit Ethernet SFP Ports	11
CON-SSSNP-C930024A	SOLN SUPP 24X7X4 Catalyst 9300 24 GE SFP Ports, modular u	1
C9300-DNA-A-24S-3Y	C9300 DNA Advantage, 24-Port Fiber, 3 Year Term License	1
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1

8.9 CISCO C9300-24-S-A LAN Switch

Each of the delivered LAN Switches shall be TEMPEST Level C compliant. Each of the delivered switches shall be supplied with the following configuration:

Part Number	Description	Qty
C9300-24S-A	Catalyst 9300 24 GE SFP Ports, modular uplink Switch	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 Secondary Power Supply	1
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13 A, C14-C15 Connectors	2
C9300-NM-NONE	No Network Module Selected	1
C9300-STACK-NONE	No Stack Cable Selected	1
C9300-SPWR-NONE	No Stack Power Cable Selected	1
C9300-DNA-A-24S	C9300 DNA Advantage, 24-port Fiber Term Licenses	1
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	20
CON-SSSNP-C930024A	SOLN SUPP 24X7X4 Catalyst 9300 24 GE SFP Ports, modular u	1
C9300-DNA-A-24S-3Y	C9300 DNA Advantage, 24-Port Fiber, 3 Year Term License	1
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1

8.10 CISCO C9300-48-S-A LAN Switch

Each of the delivered LAN Switches shall be TEMPEST Level C compliant and shall be supplied with the following configuration:

Line Number	Part Number	Description	Qty
1.0	C9300-48S-A	Catalyst 9300 48 GE SFP Ports, modular uplink Switch	1
1.0.1	CON-SNTP-C93004SA	SNTP-24X7X4 Catalyst 9300 48 GE SFP Ports, modular u	1
1.1	C9300-NW-A-48	C9300 Network Advantage, 48-port license	1
1.2	S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	1
1.3	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1
1.4	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1
1.5	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13 A, C14-C15 Connectors	2
1.6	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1
1.8	C9300-DNA-A-48S	C9300 DNA Advantage, 48-Port Fiber Term Licenses	1
1.8.0.1	C9300-DNA-A-48S-3Y	C9300 DNA Advantage, 48-Port Fiber, 3 Year Term License	1
1.9	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
1.9.0.1	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1
1.10	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
1.11	C9300-SPWR-NONE	No Stack Power Cable Selected	1
1.12	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	16

8.11 CISCO C9300-48-S-A LAN Switch

Each of the delivered LAN Switches shall be TEMPEST Level C compliant and shall be supplied with the following configuration:

Line Number	Part Number	Description	Qty
1.0	C9300-48S-A	Catalyst 9300 48 GE SFP Ports, modular uplink Switch	1
1.0.1	CON-SNTP-C93004SA	SNTP-24X7X4 Catalyst 9300 48 GE SFP Ports, modular u	1
1.1	C9300-NW-A-48	C9300 Network Advantage, 48-port license	1
1.2	S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	1
1.3	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1
1.4	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1
1.5	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13 A, C14-C15 Connectors	2
1.6	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1
1.8	C9300-DNA-A-48S	C9300 DNA Advantage, 48-Port Fiber Term Licenses	1
1.8.0.1	C9300-DNA-A-48S-3Y	C9300 DNA Advantage, 48-Port Fiber, 3 Year Term License	1

1.9	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
1.9.0.1	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1
1.10	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
1.11	C9300-SPWR-NONE	No Stack Power Cable Selected	1
1.12	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	25
1.13	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	10

8.12 **CISCO 8841 modified IP Phone**

Twenty two (22) of the delivered CISCO 8841 modified IP Phones shall be TEMPEST Level A compliant, three phones (3) shall be TEMPEST Level C compliant. Each of the delivered phones shall be supplied with the following configuration:

- 8841 IP TEMPEST phone;
- FIBER OPTIC SC connector(s);
- 100 Mbit/s throughput;
- Power Supply Unit compatible to the phone model and its TEMPEST Compliancy.

8.13 **19" 24 U Rack Tempest Level A Compliant**

Each of the 24 U 19" Racks shall be supplied with at least the following configuration and shall have the sufficient depth and width suitable for the installation of the supplied equipment: routers and switches and also THALES 621/C crypto. Racks have to be provided as completely assembled (including UPS installation) ready to install 19" CISCO devices. Specific requirements:

- Size: H x W x D (H = 24 U, External Width ≥ 700 mm, $800 \leq$ External Depth ≤ 1000 mm),
- One (1) fixed shelf, position in the rack easy to change by the end user
- (1) U heavy duty temperature controlled fan unit (6 fans) with cable connected to PDU,
- Internal sensor for opening doors to connect to existing general alarm system,
- Internal light,
- Front and rear doors, closing handle including multipoint locking with lock and keys,
- 24 Fiber Optics channels based on LC connectors (24 pair, 48 connectors),
- Heavy duty feet and casters with "brake" option and positioning,
- Fixing points for fixing to a plinth or bolting to the floor,
- Grounding system with bonding capability to a common ground,
- Two (2) IEC 60320 C13 Power Distribution Units (PDU) with 5 outlets each and outlet to connect with UPS with cable,

- IEC 320 C14 to IEC C7 Power Adaptor Cable, length ≥ 1.8 m
- One (1) Shuko CEE 7/7 strip with 4 outlet and C14 inlet with cable (length ≥ 1.8 m) to be connected with UPS (C13/C14 standard),
- Rack mounting kit (vertical mounting flanges, mounting brackets) to install up to seventh (7) CISCO devices inside a rack,
- Two movable accessory channels able to provide tie-off locations for cables,
- EMC Power filter AC 230 adjusted to UPS power and integrated with it;
- APC SMART-UPS X 3000 VA rack/tower LCD 200-240 V (SMX3000RMHV2U).
- Racks have to be provided as “fully assembled” – ready to install 19“ Cisco devices.

8.14 **19” 42 U Rack**

Each of the 42U 19” Racks shall be supplied with at least the following configuration and shall have the sufficient depth and width suitable for the installation of the supplied equipment: routers and switches and also THALES 621/C crypto. Racks have to be provided as completely assembled (including UPS installation) ready to install 19” CISCO devices. Specific requirements:

- Size: H x W x D (H = 42 U, External Width = 800 mm, $800 \leq$ External Depth ≤ 1000 mm),
- 2 (two) fixed shelves, positions in the rack easy to change by an end user,
- Cabinet Cooling, 1 U, 6 temperature controlled fans, rackmount tray,
- Removable rear door,
- Removable and reversible front door,
- Removable side panels with lock,
- Keys for doors and side panels,
- Internal sensor for opening doors to connect to existing general alarm system,
- Grounding system with bonding capability to a common ground
- Two (2) IEC 60320 C13 Power Distribution Units (PDU) with seven (7) outlets each and outlet to connect with UPS with cable.
- IEC 320 C14 to IEC C7 Power Adaptor Cable, length ≥ 1.8 m
- One (1) Shuko CEE 7/7 strip with 4 outlet and C14 inlet with cable (length ≥ 1.8 m) to be connected with UPS (C13/C14 standard). Rack mounting kit (vertical mounting flanges, mounting brackets) to install up to seventh (10) CISCO devices inside a rack.
- Heavy duty feet and casters with "brake" option and positioning
- Fixing points for fixing to a plinth or bolting to the floor
- Two movable accessory channels able to provide tie-off locations for cables
- APC SMART-UPS X 3000 VA rack/tower LCD 200-240 V (SMX3000RMHV2U);
- Racks have to be provided as “fully assembled” – ready to install 19“ Cisco devices.

8.15 HP Laser Jet M577 TEMPEST printer or equivalent

Five (5) of the delivered printers shall be TEMPEST Level A compliant, a one printer (1) shall be TEMPEST Level B compliant, four (4) printers shall be TEMPEST Level C compliant. The main printers parameters shall be as follow:

- Paper format – A4;
 - Print resolution – 1200 x 1200 dpi or higher;
 - Scan resolution – 600 x 600 dpi or higher;
 - Print speed – 40 pages / min or higher;
 - Storage > 300 Gb;
 - Memory (RAM) > 1 GB;
 - Paper input trays – 1 x 100 sheet multipurpose tray, 1 x 250 sheet tray;
- Each of the delivered printers shall be supplied with the following configuration:
- Required TEMPEST modification dependant upon the required TEMPEST Compliancy;
 - Fiberoptic connector type: LC;
 - USB port;
 - Print cable – >1.8 m, TEMPEST shielded USB cable;
 - Power cable - > 1.8 m power cable with European schuko plug CEE7/7;
 - Set of colours and black toners with the capacity of printing ≥ 5000 pages.

8.16 FVT-2001 10/100BASE-TX TO 100BASE-FX MMF SC CONVERTER (Level One), 2 km

- Eleven (11) FVT-2001 MMF SC media converter shall be TEMPEST Level C compliant.
- A one (1) FVT-2001 MMF SC media converter shall be TEMPEST Level B compliant.
- The FVT-2001 MMF SC media converters shall be able to convert network signals between copper and fiber-optic based networks. The converter shall provide a 10/100Base-TX RJ-45 port, supports full duplex and half duplex switch connectivity and 10Base-T and 100Base-TX auto-sensing. Used in multi-mode with fibre-optic cabling, can extend a network range up to 2km;
- Each of delivered converters shall be provided with compatible, CE certified power supply units and > 1.8 m power cables with European plug CEE7/7. Power supply unit shall also be capable to be installed in a rack and IEC 60320 C14 plug is also required.

8.17 **GVT-2000 10/100/1000BASE-T to 1000BASE-X SFP Converter (Level one) with CISCO 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM (GLC-SX-MMD=)**

- Seven (7) GVT-2000 media converter shall be TEMPEST Level C compliant.
- A one (1) GVT-2000 media converter shall be TEMPEST Level B compliant.
- The GVT-2000 media converter shall be able to convert network signals between copper and fiber-optic based networks. The converter shall provide a SFP slot for 1000Base-X Gigabit optic module and a 10/100/1000BaseT RJ-45 port, supports full duplex and half duplex switch connectivity and 10Base-T, 100Base-TX and 1000Base-T auto-sensing.
- Each of delivered converters shall be provided with compatible CE certified power supply units and > 1.8 m power cables with European plug CEE7/7. Power supply unit shall also be capable to be installed in a rack and IEC 60320 C14 plug is also required.
- **Each of delivered converters shall be provided with CISCO 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM (GLC-SX-MMD).**

Section 9 DOCUMENTATION REQUIREMENTS

9.1 General

- 9.1.1 Each document shall be delivered in electronic version.
- 9.1.2 The “Delivery date” is the date of the working day at which the Purchaser received the item. In the case the item is delivered on Saturday, Sunday or other NATO’s not working day, the “Deliver day” is the first following working day.
- 9.1.3 In order to be compatible with the Purchaser’s software, all documents, worksheets, drawings, slides and schedules/plans shall be compatible with Microsoft Office.
- 9.1.4 Each deliverable document shall be written in English.
- 9.1.5 Documentation deliverables consist of documentation written in answer to the various contract requirements as well as readily available COTS documentation that includes user, administrator and maintenance handbooks and manuals. No specific format requirements do apply for existing COTS documentation. Any developed documentation as well as other contractual documentation, shall conform to a minimum set of format requirements as detailed in Section 9 .
- 9.1.6 Site deliverable documentation shall be made available for desktop review prior to the intended use and then during the acceptance activities.
- 9.1.7 The Contractor shall be responsible for providing all necessary corrections, additions and amendments to all deliverable documentation.
- 9.1.8 When the goods being provided are COTS and no electronic copy of the documentation can be obtained, the associated documentation can be accepted in hard copy only. The Purchaser shall be advised accordingly together with a proof that no electronic version exists. Each COTS equipment shall be accompanied by its respective documentation.
- 9.1.9 The Purchaser reserves the right to make additional copies of any documentation provided under this contract for his internal use.
- 9.1.10 The Contractor shall provide and update the status of each deliverable for the whole documentation related to the project. This information state shall be delivered for each meeting and presented in a chart format. It shall include for each document:
 - The title.

- The type of document (technical note, report, etc.).
- The unique identifier.
- The security classification.
- The level of approval within the industrial organisation.
- The contractually required, planned and achieved delivery date (only for deliverable documents).
- Unambiguous configuration.
- The state of the document (outline available, being written, draft, accepted, approval process etc.).

9.2 Documentation Format requirements

- 9.2.1 Header and Footer marking shall show the NATO classification, normally "NATO UNCLASSIFIED" or "NATO RESTRICTED".
- 9.2.2 The first page shall show the document title, project title, contract number as well as version number and issue date, if applicable, and which shall also be shown on each subsequent page bottom.
- 9.2.3 Developed documentation shall contain a Table of Contents. It shall be noted that depending on the type of document, a Table of Content might not be required. This shall be agreed between the Purchaser and Contractor beforehand.
- 9.2.4 All developed documentation delivered to the purchaser shall be delivered in two formats with identical content:
 - 9.2.4.1 Native version editable format.
 - 9.2.4.2 Digitally signed pdf "contractual reference" version.

9.3 Contract Document Requirement List (CDRL)

- 9.3.1 The Contractor shall maintain and provide to the Purchaser a Contract Document Requirements List (CDRL, as part of the Project Progress Report. The CDRL shall contain the status of all documentation to be provided under the Contract: Title, reference, quantity and status (i.e. draft, approved, revision level. Etc.). A final version of the CDRL shall be delivered to the Purchaser prior to final System Acceptance.
- 9.3.2 Delivery of Documentation: The Contractor shall deliver the documents listed in SSS and mentioned in SOW and shall remain responsible for producing any required changes to the documentation during the warranty period. These shall always be in the form of change pages; pen and ink corrections shall not be acceptable.

Section 10 ABBREVIATIONS

AC	Alternating Current
AIL	Action Items List
BIT	Built-In Test
CLIN	Contract Line
COTS	Commercial Off The Shelf
CDRL	Contract Document Requirement List
DVD	Digital Versatile Disc
EDC	Effective Date of Contract
FC	Fiber Channel
FSA	Final System Acceptance
GB	Gigabyte
HW	Hardware
ILO	Integrated Lights Out
ILSP	Integrated Logistics Support Plan
IP	Internet Protocol
LAN	Local Area Network
MFP	Multi-Functional Printer
MOTS	Military Off The Shelf
MS	Microsoft
MTBF	Mean Time Between Failure
NAF	NATO Architecture Framework
NATO	North Atlantic Treaty Organisation
NCIA	NATO Communications and Information Agency
NDI	Non-Developmental Item
NCSA	NATO Communications and Information System Services Agency
NCS	NATO Command Structure
NGCS	NATO Ground Communications System
NS network	NATO Secret Network
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
PCI	Peripheral Component Interconnect
PDF	Portable Document Format
PFE	Purchaser Furnished Equipment
PFI	Purchaser Furnished Item
PIP	Project Implementation Plan
PM	Project Manager
PMO	Project Management Office
POC	Point Of Contact

PMS	Project Master Schedule
PPRM	Project Progress Review Meeting
PWP	Project Work Package
RAID	Redundant Array of Independent Disks
RAP	Recognized Air Picture
RC	Regional Command
RFD	Requests for Deviation
RFW	Requests for Waiver
ROM	Read-only Memory
RSPL	Recommended Spare Part List
SAN	Storage Area Network
SAT	Site Acceptance Test
SATA	Serial AT Attachment
SIS	System Installation Specification
SOP	Standard Operating Procedure
SOW	Statement of Work
SQL	Structured Query Language
SSS	Schedule of Supplies and Services
STANAG	Standardization Agreement
SW	Software
TB	Terabyte
UPS	Uninterruptible Power Supply
WAN	Wide Area Network
WBS	Work Breakdown Structure
WP	Work Package